AGENDA of the BOARD OF SUPERVISORS

Meetings convene at 9:00 a.m., the first four Tuesdays of each month, at the Mariposa County Government Center, Board Chambers at 5100 Bullion Street.

Board may take action sitting as the Board of Supervisors, or as the governing body of: County Service Area 1M (Don Pedro); Mariposa Pines Sewer Zone; Sewer Zone (Don Pedro); Coulterville Sewer and Water Zone; Vehicle Parking District No. 1 of Mariposa County; Wawona County Services Area 2-W; Hornitos Lighting District; Mariposa Lighting District; Coulterville Lighting District; Mariposa Air Pollution Control District; Yosemite West Maintenance District; Mariposa County Water Agency; Local Transportation Commission; Countywide Service Area; Mariposa County In-Home Supportive Services Public Authority; and the Mariposa County Public Finance Corporation.

Citizens wishing to schedule matters for Board consideration or to appear before the Board must contact the Clerk of the Board in writing stating the action requested, sponsoring department, and requested date. Appropriate requests will be scheduled as time allows. Submission deadline is on Friday prior to noon (11 days in advance of meeting), so that the Agenda can be processed and packages available on Thursday for the following week’s meeting. One copy of all supporting materials must be submitted.

Public Comment on Non-Agenda Items: The law provides the opportunity for the public to be heard on any item within the subject matter jurisdiction of the Board, either before or during consideration of an item. For items on the agenda, this will be at the time the item is called by the Chair. For all other items, the public comment time at the start of each meeting is appropriate. Speakers are limited to five minutes. Please note that state law does not allow action to be taken on any item not appearing on the Agenda unless the action is otherwise authorized by Government Code Section 54954.2(b) which permits items not on the Agenda to be acted upon as delineated in Section 54954.2(b).

Agendas and supporting documentation generally are available for review on the Thursday prior to the Board meeting, as soon as it is completed, at the Mariposa County Government Center. They are also available online at: www.mariposacounty.org/bosagendas.

PLEASE SILENCE CELL PHONES.

July 17, 2018

A. Call to Order and Roll Call

9:00 AM Meeting Called to Order at the Mariposa County Government Center

B. Pledge of Allegiance

C. Introductions

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

NOTE: The Consent Agenda consists of items that are generally viewed as non-controversial and routine by the department. If the Board wishes to discuss an item, it will be removed from the Consent Agenda and moved to the end of the timed agenda; or, at the Chair’s discretion,

In compliance with the American Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board’s Office.
may be taken in conjunction with another item scheduled by the respective department; otherwise, the Consent Agenda items are generally approved in one single motion. This is the appropriate time for the public to advise the Chair of any comments to the Consent Agenda, or to request that the Board consider removing an item from the Consent Agenda.

CA1. **Administration**
Resolution Continuing the Local Emergency Due to Landslides on Highway 140 En Route to Yosemite National Park

CA2. **Administration**
Resolution Continuing the Local Emergency Due to Extremely High Levels of Tree Mortality in Mariposa County

CA3. **Administration**
Approve Budget Action Transferring Unanticipated Revenue from Court Fees in to Appropriations in the Administration Budget to Cover the Cost of Contract Renewal for LexisNexis Law Library ($1,466.00) 4/5ths Vote Required

CA4. **Administration**
Approve Agreement 4CA03952 with CAL FIRE for Command and Control Services for Fiscal Years 2018/2019, 2019/2020, and 2020/2021 in the Amount Not to Exceed $3,241,945.00; and Authorize the Board of Supervisors Chair to Sign the Three Year Agreement

CA5. **Administration**
Approve Agreement 4CA03951 with CAL FIRE for Extended Fire Protection Availability (Amador) Services for Fiscal Years 2018/2019, 2019/2020, and 2020/2021 in the Amount Not to Exceed $857,369.00; and Authorize the Board of Supervisors Chair to Sign the Three Year Agreement

CA6. **Agricultural Commissioner**
Approve Nursery Inspection Cooperative Agreement No. 18-0250-000-SA for Fiscal Year 2018/2019 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Agricultural Commissioner**
Approve Organic Program Cooperative Agreement No. 18-0183-000-SA for Fiscal Year 2018/2019 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Human Resources/Risk Management**
Approve Amendments to the Minimum Qualifications of the Fiscal Officer I/II Job Description Effective Immediately

CA9. **Human Services**
Appoint Catherine Driver to the In-Home Supportive Services (IHSS) Advisory Committee to Serve a Continuous Term

CA10. **Human Services/Behavioral Health & Recovery Services**
Approve an Agreement with Quest Community Counseling Services in an Amount Not to Exceed $100,000 to Provide Counseling Services for Mental Health Clients; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Human Services/Behavioral Health & Recovery Services**
Approve an Agreement with Kazlin Infinite Care, LLC to Provide Residential Care Facility Services for County of Mariposa in an Amount Not to Exceed $100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Human Services/Behavioral Health & Recovery Services**
Approve Budget Action Transferring Funds Within the Behavioral Health Budgets for Fiscal Year 17-18 Year End

CA13. **Public Works**
Approve the First Amendment with Wadell Corporation for Airport Consulting Services for an Additional Compensation of $154,266 for a Total Not-To-Exceed Amount of $317,893; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Public Works**
Approve the Agreement with ARAMARK for Uniform Laundry and Janitorial Supplies ($98,346) through June 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Public Works**
Approve an Agreement with Thunder Ridge to Provide Snow Removal in Fish Camp and the Fish Camp Fire Station in the Not-To-Exceed Amount of $40,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Treasurer-Tax Collector-County Clerk**
Declare the September 1, 2018, Labor Day Parade a County Sponsored Event; Approve Issuance of a County Insurance Certificate to Caltrans; Approve the Application for a Cal Trans Encroachment Permit in Support of Closing Highway 140 from 11:00 AM to 12:30 PM, Between Highway 49 North and Highway 49 South, on Saturday, September 1, 2018; and Authorize the Board of Supervisors Chair to Sign the Letter and Encroachment Permit Documenting the Board’s Support and Approval

CA17. **Treasurer-Tax Collector-County Clerk**
Accept the Statement of Votes Cast as Certified to the Secretary of State on June 29, 2018

CA18. **Treasurer-Tax Collector-County Clerk**
Approve Budget Action Increasing Revenue and Appropriations in the Election Budget to Account for Additional Revenue in Election Fees and Increase Appropriations Accordingly ($14,604) 4/5ths Vote Required
E. Board Recognitions
   1. Agricultural Commissioner
      Proclaim the Week of July 16 - 22, 2018, as "California Invasive Weed Awareness Week"

F. Departmental Presentation
   For Items within the Jurisdiction of the Board and not on Today's Agenda

G. Public Comment on Non-Agenda Items
   For Items within the Jurisdiction of the Board and not on Today's Agenda (Speakers Limited to Five Minutes)

H. Board Information

   Recess Board of Supervisors

   Announcement Pursuant to Government Code 54952.3
   In accordance with Government Code Section 54952.3, it is hereby announced that the Mariposa County Board of Supervisors will be sitting either simultaneously, or serially, as the Local Transportation Commission of Mariposa County and that they receive no additional compensation for same.

I. LOCAL TRANSPORTATION COMMISSION
   (Chair - Commissioner Marshall Long, Vice-Chair - Commissioner Merlin Jones)

   Public Comment Period
   For Items within the Jurisdiction of the Local Transportation Commission and not on Today's Agenda (Speakers Limited to Five Minutes)

   LTC Regular Agenda
   1. Planning
      For the Town of Mariposa Transportation Center Citizens Advisory Committee: Acknowledge the Service of Terry Selk, Charlotte Kelsey and Su Carney; Appoint Laura Wattles (Representing the Yosemite-Mariposa Tourism Bureau); and Re-Appoint: Cara Goger (Representing the Mariposa County Arts Council), Karen Smith (Representing the Mariposa County Economic Development Corporation), Jeanetta Phillips (Representing the Mariposa Historic Sites and Records Preservation Commission), Kris Casto (Public Member), Ron Iudice (Public Member), Mary Foster (Public Member) and Karen Cutter (Public Member). All Appointments and Re-Appointments Will be for Terms to Expire on July 17, 2021
Adjourn LTC

Reconvene as Board of Supervisors

J. Regular Agenda Items
   1. Public Works
      PUBLIC HEARING: Adopt the Current Fee Structure for Countywide County Service Area (CSA) No. 1 (Road Maintenance for Zones of Benefit); Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2018-19 (Continued from July 10, 2018)

   2. Clerk of the Board of Supervisors
      Adopt a Resolution Approving Assessment Appeals Local Rules, Effective Immediately, to Provide Assessment Appeals Procedures, Create Assessment Appeals Hearing Officers and Authorize Each Assessment Appeals Board Member to Act as One, and Establish a Fee for the Preparation of Findings of Fact

K. Items removed from Consent Agenda

L. 11:00 AM
   1. Planning

M. 2:00 PM Reconvene
   1. Human Resources/Risk Management
      CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-Human Resources Director

N. Adjournment
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Continue the Ferguson Rock Slide Local Emergency

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to Landslides on Highway 140 En Route to Yosemite National Park.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In early April of 2006 a rock slide began on Highway 140 (known as the Ferguson Rock Slide) as a result of rains. The slide continued for the next several weeks and in May of 2006 a major slide gave way and covered Highway 140 closing the Highway until temporary bridges could be installed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not continue the local emergency.
RESOLUTION - ACTION REQUESTED

MEETING:  July 17, 2018

TO:  The Board of Supervisors

FROM:  Dallin Kimble, County Administrative Officer

RE:  Continue the Tree Mortality Local Emergency

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to Extremely High Levels of Tree Mortality in Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The incidence of tree mortality due to drought and insect infestations in Mariposa County has been increasing at alarming rates. Estimates based on U.S. Forest Service aerial mapping and CalFire data indicate that over 70% of trees in the County are already dead and that the proportion of dead and dying trees will increase to approximately 98% regardless of future precipitation levels. Further projections suggest that 465,000 acres are now or will eventually be affected by tree mortality in Mariposa County-- a number equal to about half of the County's total land area.

A concentration of dead and dying trees creates an increased risk of wildfire. Many of the standing trees will fall, creating further threats to public safety. Although the County has sought to be as proactive as possible in its management of the risks associated with tree mortality, County resources are insufficient to address a disaster of this magnitude.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not continue the local emergency.
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Budget Action to Increase LexisNexis Line Item

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Transferring Unanticipated Revenue from Court Fees in to Appropriations in the Administration Budget to Cover the Cost of Contract Renewal for LexisNexis Law Library ($1,466.00).

The previous LexisNexis contract for the law libraries located at the library and the adult detention facility ended in the middle of the 2017-2018 fiscal year. Staff renewed the agreement, which included an increase that had not been anticipated in the FY18 budget process. This action acknowledges revenues received in excess of budgeted amounts to cover the additional costs incurred in the 2017-2018 budget year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board regularly approves changes to County budgets.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the budget action. The county will break the agreement with LexisNexis.

FINANCIAL IMPACT:

No impact to the general fund

ATTACHMENTS:

Budget Action Form - Law Library (PDF)
**BUDGET ACTION FORM**

<table>
<thead>
<tr>
<th>FUND</th>
<th>DEP/DIV</th>
<th>ACCOUNT</th>
<th>DESCRIPTION</th>
<th>PROJECT</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>304</td>
<td>0211-307</td>
<td>91-01</td>
<td>Court Fees</td>
<td></td>
<td>(1,466)</td>
<td></td>
</tr>
<tr>
<td>304</td>
<td>0211-516</td>
<td>04-33</td>
<td>Books</td>
<td></td>
<td>1,466</td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS** 0 0

**TRANSFER BETWEEN FUNDS**

<table>
<thead>
<tr>
<th></th>
<th>DEBIT</th>
<th>CREDIT</th>
</tr>
</thead>
</table>

**TOTALS** 0 0

**ACTION REQUESTED:** (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

---

**DEPT HEAD SIGNATURE**

**DATE**

**APPROVED BY RES NO.**

**CLERK**

**DATE**

**DEPARTMENT** Law Library

**AUDITOR’S USE ONLY**

**BA #**

Budget Revision Form Revised 07/2000
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CAL FIRE Command and Control

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement 4CA03952 with CAL FIRE for Command and Control Services for Fiscal Years 2018/2019, 2019/2020, and 2020/2021 in the Amount Not to Exceed $3,241,945.00; and Authorize the Board of Supervisors Chair to Sign the Three Year Agreement.

The projected expenditures for Fiscal Year 2018/2019 are $1,028,373.00 and have been included in the budget for Fiscal Year 2018/2019. The projected expenditures for Fiscal Year 2019/2020 are $1,079,791.00. The projected expenditures for Fiscal Year 2020/2021 are $1,133,781.00. The total for the three Fiscal Year's 18/19, 19/20, and 20/21 is $3,241,945.00.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has previously used CAL FIRE and is currently using CAL FIRE for Command and Control Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving the Agreement would require County Fire to pursue another long-term solution for Command and Control Services.

FINANCIAL IMPACT:
The projected expenditures for Fiscal Year 2018/2019 are $1,028,373.00 and have been included in the budget for Fiscal Year 2018/2019. The projected expenditures for Fiscal Year 2019/2020 are $1,079,791.00. The projected expenditures for Fiscal Year 2020/2021 are $1,133,781.00. The total for the three Fiscal Year's 18/19, 19/20, and 20/21 is $3,241,945.00.

ATTACHMENTS:
LG-1 Mariposa FY 18-21 (2) (PDF)
Mariposa FY 18 19(PDF)
1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
County of Mariposa

2. The term of this Agreement is: July 1, 2018 through June 30, 2021

3. The maximum amount of this Agreement is: $3,241,945.00
   Three million two hundred and forty one thousand nine hundred and forty five dollars and no cents

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

   Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A
   Exhibit B – Budget Detail and Payment Provisions
   Exhibit C – General Terms and Conditions
   Exhibit D – Additional Provisions
   Exhibit E – Description of Other Services

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

LOCAL AGENCY
County of Mariposa

BY (Authorized Signature) DATE SIGNED (Do not type)

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

ADDRESS
5100 Bullion Street
Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY (Authorized Signature) DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460
EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

<table>
<thead>
<tr>
<th>CAL FIRE Unit Chief:</th>
<th>MMU</th>
<th>Local Agency:</th>
<th>County of Mariposa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Nancy Koerperich</td>
<td>Name:</td>
<td>Dallin Kimble</td>
</tr>
<tr>
<td>Phone:</td>
<td>209-966-3622</td>
<td>Phone:</td>
<td>209-966-3222</td>
</tr>
<tr>
<td>Fax:</td>
<td>209-966-2907</td>
<td>Fax:</td>
<td>209-966-5147</td>
</tr>
</tbody>
</table>

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

<table>
<thead>
<tr>
<th>CAL FIRE Unit Chief:</th>
<th>Nancy Koerperich</th>
<th>Local Agency:</th>
<th>County of Mariposa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Unit:</td>
<td>Madera-Mariposa-Merced</td>
<td>Section/Unit:</td>
<td>Fire Dept.</td>
</tr>
<tr>
<td>Attention:</td>
<td>Nancy Koerperich</td>
<td>Attention:</td>
<td>Bernie Quinn</td>
</tr>
<tr>
<td>Address:</td>
<td>5366 Highway 49</td>
<td>Address:</td>
<td>5100 Bullion Street</td>
</tr>
<tr>
<td></td>
<td>North Mariposa, CA</td>
<td></td>
<td>Mariposa, CA</td>
</tr>
<tr>
<td></td>
<td>95338</td>
<td></td>
<td>95338</td>
</tr>
<tr>
<td>Phone:</td>
<td>559-706-8800</td>
<td>Phone:</td>
<td>209-966-4330</td>
</tr>
<tr>
<td>Fax:</td>
<td>(209) 966-2907</td>
<td>Fax:</td>
<td>209-966-0252</td>
</tr>
</tbody>
</table>

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.
EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

[ ] 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

[ ] 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

[ ] 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.
4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.
E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to
conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.
EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
   1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
   2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
   3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
   4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
   5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
   6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
   7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
      a. The Director predicts a cash flow shortage, or
      b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit
D. Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. **COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY**

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. **BUDGET CONTINGENCY CLAUSE**

A. If the LOCAL AGENCY’s governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.
EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. **AMENDMENT:** This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT:** This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT:**
   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.
C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES:** LOCAL AGENCY shall select and appoint a “Contract Administrator” who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE’s Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY’s Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a “reasonable period of time” shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION:**

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.
B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year’s written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year’s written notice to the other party prior to cancellation.

9. INDEPENDENT CONTRACTOR: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. NON-DISCRIMINATION CLAUSE: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g. cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter’s Bill of Rights Act (FFBOR), and the Peace Officer’s Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. TIMELINESS: Time is of the essence in the performance of this agreement.

12. COMPENSATION: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE’s expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

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

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

B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”
15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY’S responsibility to determine their status as a “covered entity” and the relationships of personnel as “health care providers”, “health care clearinghouse”, “hybrid entities”, business associates”, or “trading partners”. STATE personnel assigned to fill the LOCAL AGENCY’S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY’S status. It is the LOCAL AGENCY’S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured’s for purposes of this contract.

D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees’ workers compensation is included as part of the contract personnel benefit rate).

A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.
B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers’ Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker’s Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker’s Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. CONFLICT OF INTEREST: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. LABOR CODE/WORKERS’ COMPENSATION: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. AMERICANS WITH DISABILITIES ACT: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY’S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

25. **Affirmative Action**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY’S Affirmative Action Program for Vendors.

26. **Drug and Alcohol-Free Workplace**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE’s Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.

27. **Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services**. STATE shall comply with any applicable “Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services.” There shall be “Zero Tolerance” for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.

28. **Confidential Information**. “Confidential information” means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a “waiver” of any exemption pursuant to Government Code section 6254.5.

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach.
29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.
EXHIBIT D
ADDITIONAL PROVISIONS

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

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ A. Fiscal Display, PRC 4142 AND/OR PRC 4144 - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☒ B. STATE Funded Resource - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☒ C. LOCAL AGENCY Provided Local Funded Resources - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ D. LOCAL AGENCY Owned STATE Maintained Vehicles - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of
STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. **Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.
EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

NAME OF LOCAL AGENCY: County of Mariposa

This is Schedule A of Cooperative Agreement originally dated July 1, 2018 by and between CAL FIRE of the State of California and County of Mariposa.

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: County of Mariposa

This is Schedule B of Cooperative Agreement originally dated July 1, 2018 by and between CAL FIRE of the State of California and County of Mariposa.


MADERA-MARIPOSA-MERCED UNIT

Administration:

Unit Chief (1)
Deputy Chief (1)
Division Chief Operations (1)
Division Chief Camp Administrator/ Operations (1)
Division Chief Management Services (1)
Battalion Chief Fire Prevention (1)
Battalion Chief Training (1)
Battalion Chief Safety (1)
Battalion Chief Emergency Command Center (1)
Battalion Chief Operations (4.5)
Forester (1)
Forester II (1)
Fire Captain Fire Prevention/ Pre-fire Management (4)
Fire Captain Emergency Command Center (4)
Forestry Equipment Manager (1)
Heavy Equipment Mechanic (2)
Forestry Logistics Officer (1)
Clerical Positions (5)
WASPO (1)

Fire Control – Year Long: Fire Control – Seasonal:

Fire Captain - Crew (10) Fire Captain – Station (3)
Fire Captain - Stations (24) Fire Apparatus Engineers (6)
Fire Apparatus Engineers (12) Fire Fighters (85)
Heavy Fire Equipment Operators (6)
EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY: County of Mariposa

This is Schedule C of Cooperative Agreement originally dated July 1, 2018 by and between CAL FIRE of the State of California and County of Mariposa.


Fire Stations:
- Station 21 - Midpines
- Station 22 - MPUD
- Station 23 – Cathey’s Valley
- Station 24 – Don Pedro
- Station 25 – Mt. Bullion/Airport
- Station 26 - Coulterville
- Station 27 – Mormon Bar
- Station 28 - Bridgeport
- Station 29 - Lushmeadows
- Station 31 – Greeley Hill
- Station 32 – Ponderosa Basin
- Station 33 – Fish Camp
- Station 36 – Hunter’s Valley
- Station 37 - Bootjack
- Station 38 - Mariposa H.S.

Personnel:
- 2 - Office Support Personnel
- 100 – Paid Call Fire Fighters

Equipment:
- 4 - SUVs
  - Chevrolet Tahoe type
- 5 - Pick-ups
  - 5 - Chevrolet 1500 4wd
    (Vol. BC vehicles)
- 29 - Engines
  - 8 – Type I 2wd
  - 10 – Type II International 2wd
  - 8 – Water Tenders
    - various models 3000gal, 750gpm
  - 2 - Rescues
    - 2 – Squads
      Utility style Ford F350
  - 2 - Trailers
    - 1 – MCI Rehab
    - 1 - Prevention trailer
EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2018, by and between the CAL FIRE of the State of California and County of Mariposa

NAME OF LOCAL AGENCY: County of Mariposa

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured, but only with respect to work performance for the State of California under the contract. for the purposes of this contract.

The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.


SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: ________________________________  ________________________________
    Signature                          Printed Name
    ________________________________  ________________________________
    Title                              Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: ________________________________  ________________________________
    Signature                          Printed Name
    ________________________________  ________________________________
    Title                              Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: ________________________________  ________________________________
    Signature                          Printed Name
    ________________________________  ________________________________
    Title                              Date
EXHIBIT E
DESCRIPTION OF OTHER SERVICES (PAGE 1)

NAME OF LOCAL AGENCY: County of Mariposa

This is a description of lead positions within the Schedule A Cooperative Agreement (Amador) originally dated July 1, 2018 by and between CAL FIRE of the State of California and County of Mariposa.


Administration:

Duties and Responsibilities of the:

Mariposa County Fire Chief:

The Madera-Mariposa-Merced Unit Chief, acts as the Mariposa County Fire Chief in accordance with the California Department of Forestry & Fire Protection (CAL FIRE) Cooperative Fire Protection Agreement and is appointed by the Mariposa County Board of Supervisors to serve in that capacity. The Fire Chief serves at the direction of, and receives overall administrative policy guidance from, the County Administrative Officer. The Fire Chief provides leadership, guidance and management direction in all Fire Department activities; including personnel and administrative issues. The Fire Chief directs and is responsible for major department programs which include; performing and coordinating personnel management, organizational staffing, financing, equipment management and maintenance, communications and records, fire prevention and suppression methods, assisting in disaster preparedness, and laws, rules and regulations relating to the fire department and the control and prevention of fires.

The Fire Chief acts as the Fire Official relating to Fire Code Inspection, Prevention and Enforcement Services, for the purposes of fire department business or requirements. The Fire Chief may initiate processes to inspect occupancies in accordance with State Fire Marshal regulations and will specifically address buildings identified as Group A Occupancies, where the State Fire Marshal has the authority and responsibility to inspect. The Fire Chief is responsible to work in cooperation with other County Building personnel for review and recommendations to the County Planning Commission and the Board of Supervisors relating to all fire defense system proposals pursuant to County ordinances resolutions, regulations and policies.

The Fire Chief provides direction to staff in coordination of the preparation, development, and expenditures of the Schedule A and C budgets; the maintenance, repair, improvement, and replacement of equipment, fire stations, and other facilities; the inventory and requisitioning of materials, supplies, and equipment; the continuing development and utilization of a fire communications system; and the preparation of records and reports including inspections of the fire company equipment and facilities as necessary.
EXHIBIT E
DESCRIPTION OF OTHER SERVICES (cont)

The Fire Chief coordinates and implements all policies and procedures pertaining to volunteer fire companies and support functions within Mariposa County Fire Department as directed by the Mariposa Board of Supervisors. All volunteers remain employees of Mariposa County Fire and any labor relations or human resources issues; including progressive discipline, worker’s compensation insurance, and liabilities for loss or damage will remain the responsibility of the County of Mariposa as determined within the policies and procedures of the fire department and county ordinances.

In an effort to improve fire protection, and because cooperative and regional fire protection assists all agencies in reducing costs, improving response times and enhancing staffing levels; the Fire Chief will work with the County Administrative Officer, and seek approval through the Board of Supervisors, in the coordination and facilitation of any Automatic Aid/Mutual Aid Agreements for fire protection between Mariposa County, the Counties that lie contiguous to Mariposa County and the Mariposa Public Utilities District (MPUD).

Division Chief

Under the direction of the Fire Chief, the Mariposa Division Chief provides daily interaction with all fire department staff, County Department Heads, the County Administrative Officer and the Board of Supervisors. The Division Chief supervises the Battalion Chiefs and manages routine administration affecting the Division including personnel management for both full-time and volunteer staff, equipment management and maintenance, communications, fleet management, fire prevention and suppression, disaster preparedness, and laws, rules and regulations relating to the fire department.

The Division Chief coordinates with the Fire Chief in the preparation of the budgets, equipment, fire stations, and other facility issues, inventory, materials, and supplies. The Division Chief will represent the Fire Chief at public functions, routine county meetings, Department Head meetings, and Board of Supervisor meetings when the Fire Chief is not able to attend, or as necessary.

The Division Chief is responsible for recruitment and retention of volunteer fire fighters and will ensure that adequate training programs are instituted on a regular basis for all volunteer fire fighters.

Battalion Chief - Administrative:

Under the direction of the Mariposa Division Chief, the Administrative Battalion Chief is responsible for relief battalion coverage, response and personnel management, and the coordination and managing of administrative activities within the Division. They provide supervision and direction to the Training Captain and the Schedule C County Administrative personnel. The Battalion Chief is responsible for the management and administration of the
EXHIBIT E
DESCRIPTION OF OTHER SERVICES (cont)

Mariposa County Fire Department Volunteer program including; the countywide volunteer recruitment and retention efforts and volunteer training.

The Battalion Chief will function as the fire department liaison for disaster preparedness and will work cooperatively with the Sheriff’s office in both Search & Rescue and OES processes. Additional duties include developing and submitting grants for Mariposa County Fire Department. Additional duties include training and implementation of the State Fire Marshal inspection programs to assist the county in becoming compliant with Class A SFM occupancy inspections.

The Battalion Chief will be the administrator of the Mariposa County Fire Department Emergency Medical Services (EMS) program. They will ensure that all paid staff and volunteer firefighters adhere to the EMS policies and procedures as developed by the Fire Chief, with approval of the Board of Supervisors. Specifically, the EMS program will include; mass casualty incidents and familiarity with the Regional MCI protocol, adherence to Mountain Valley Emergency Medical Service Agency (MVEMSA) policies and procedures, and Mariposa County Fire Department EMS policies and procedures. The Battalion Chief will be a member of the county Emergency Care Coordination Committee (EMCC) and participate in the Quality Improvement (QI) program, with review of EMS programs in conjunction with the County Health Officer, including; Local Quality Improvement Group (LQIG), MVEMSA Quality Liaison Committee (QLC), and other programs as directed.

Fire Captain - Training:

Under the direction of the Mariposa Administrative Battalion Chief, the Fire Captain of Training will be responsible for coordinating and conducting training for Mariposa County Fire personnel and administering the Volunteer training program. The training program will include all aspects of firefighting, search and rescue, department policy and procedures, hazardous materials, EMS, ICS, and disaster preparedness training. The Fire Captain will plan and execute the countywide Volunteer recruitment and retention program as part of the training program and ensure all career staff and volunteers remain current in all training requirements and certifications.

The Fire Captain will be trained in many aspects of fire prevention for the purposes of fire prevention and investigation and will be responsible to respond to incidents as requested, to assist in the investigation of cause and origin. Additional fire prevention duties will include training in fire prevention inspection duties to assist with the State Fire Marshal inspections for Group A occupancies.
### Schedule A - 4142

**Index 4200 PCA 48000**

**FY 18/19, FY 19/20, FY 20/21**

**This is the Schedule A 4142 of the Cooperative Agreement, Dated July 1, 2018**

**Between State of California Department of Forestry and the County of Mariposa**

<table>
<thead>
<tr>
<th>No.</th>
<th>Station Personnel POF</th>
<th>Classification</th>
<th>Period</th>
<th>Personnel Months</th>
<th>Monthly Salary</th>
<th>EDWC Per Pay Period</th>
<th>Annual Salary</th>
<th>Benefits Total Salary</th>
<th>Total EDWC &amp; Benefits Total</th>
<th>Total Benefits Total</th>
<th>Total EDWC &amp; Benefits Total</th>
<th>Total Benefits Total</th>
<th>Total EDWC &amp; Benefits Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fire Captain</td>
<td></td>
<td>12</td>
<td>12</td>
<td>$5,432</td>
<td>$2,998</td>
<td>$65,184</td>
<td>$59,493</td>
<td>$124,677</td>
<td>$35,976</td>
<td>$19,168</td>
<td>$55,144</td>
<td>$179,821</td>
</tr>
<tr>
<td>2</td>
<td>Battalion Chief</td>
<td></td>
<td>12</td>
<td>12</td>
<td>$5,432</td>
<td>$2,998</td>
<td>$65,184</td>
<td>$491,304</td>
<td>$1,238,760</td>
<td>$436,869</td>
<td>$141,545</td>
<td>$55,144</td>
<td>$179,821</td>
</tr>
<tr>
<td>3</td>
<td>Division Chief</td>
<td></td>
<td>12</td>
<td>12</td>
<td>$6,381</td>
<td>$3,516</td>
<td>$76,572</td>
<td>$69,887</td>
<td>$146,459</td>
<td>$42,192</td>
<td>$22,480</td>
<td>$64,672</td>
<td>$211,131</td>
</tr>
<tr>
<td>4</td>
<td>Battalion Chief</td>
<td></td>
<td>12</td>
<td>12</td>
<td>$6,381</td>
<td>$3,516</td>
<td>$76,572</td>
<td>$69,887</td>
<td>$146,459</td>
<td>$42,192</td>
<td>$22,480</td>
<td>$64,672</td>
<td>$211,131</td>
</tr>
<tr>
<td>5</td>
<td>Division Chief</td>
<td></td>
<td>12</td>
<td>12</td>
<td>$9,042</td>
<td>N/A</td>
<td>$108,504</td>
<td>$99,032</td>
<td>$207,536</td>
<td>$42,192</td>
<td>$22,480</td>
<td>$64,672</td>
<td>$211,131</td>
</tr>
<tr>
<td>6</td>
<td>Communications Operator</td>
<td></td>
<td>12</td>
<td>24</td>
<td>$5,391</td>
<td>N/A</td>
<td>$129,384</td>
<td>$85,445</td>
<td>$214,829</td>
<td>$4,752</td>
<td>$3,138</td>
<td>$7,890</td>
<td>$222,719</td>
</tr>
</tbody>
</table>

**Subtotals**

- **Fire Captain:** $2,998, $65,184, $59,493, $124,677, $35,976, $19,168, $55,144, $179,821
- **Battalion Chief:** $2,998, $65,184, $491,304, $1,238,760, $436,869, $141,545, $55,144, $179,821
- **Division Chief:** $3,516, $76,572, $69,887, $146,459, $42,192, $22,480, $64,672, $211,131
- **Communications Operator:** $5,391, $129,384, $85,445, $214,829, $4,752, $3,138, $7,890, $222,719

**Total POF Safety**

- $2,998, $65,184, $59,493, $124,677, $35,976, $19,168, $55,144, $179,821
- $2,998, $65,184, $491,304, $1,238,760, $436,869, $141,545, $55,144, $179,821
- $3,516, $76,572, $69,887, $146,459, $42,192, $22,480, $64,672, $211,131
- $5,391, $129,384, $85,445, $214,829, $4,752, $3,138, $7,890, $222,719

**Total POF**

- $2,998, $65,184, $59,493, $124,677, $35,976, $19,168, $55,144, $179,821
- $2,998, $65,184, $491,304, $1,238,760, $436,869, $141,545, $55,144, $179,821
- $3,516, $76,572, $69,887, $146,459, $42,192, $22,480, $64,672, $211,131
- $5,391, $129,384, $85,445, $214,829, $4,752, $3,138, $7,890, $222,719

**Total Safety**

- $2,998, $65,184, $59,493, $124,677, $35,976, $19,168, $55,144, $179,821
- $2,998, $65,184, $491,304, $1,238,760, $436,869, $141,545, $55,144, $179,821
- $3,516, $76,572, $69,887, $146,459, $42,192, $22,480, $64,672, $211,131
- $5,391, $129,384, $85,445, $214,829, $4,752, $3,138, $7,890, $222,719

**TOTAL PERSONNEL SERVICES**

$891,175

**TOTAL OPERATING EXPENSES**

$23,178

**TOTAL PERSONNEL AND OPERATING EXPENSES**

$914,353

**ADMINISTRATIVE CHARGE**

12.47%

**TOTAL SCHEDULE A FY 18/19**

$1,028,373

**5% Increase over previous year**

$1,079,791

**TOTAL SCHEDULE A FY 20/21**

$1,133,781

**5% Increase over previous year**

$1,183,781

**Proposed Three Year Agreement Total**

$3,241,945
RESOLUTION - ACTION REQUESTED
MEETING: July 17, 2018
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: CAL FIRE Amador

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement 4CA03951 with CAL FIRE for Extended Fire Protection Availability (Amador) Services for Fiscal Years 2018/2019, 2019/2020, and 2020/2021 in the Amount Not to Exceed $857,369.00; and Authorize the Board of Supervisors Chair to Sign the Three Year Agreement.

The Projected Expenditures for Fiscal Year 2018/2019 Are $271,965.00 and Have Been Included in the Fiscal Year 18/19 Budget. The Projected Expenditures for Fiscal Year 2019/2020 Are $285,563.00. the Projected Expenditures for Fiscal Year 2020/2021 Are $299,841.00. The Total for the Three Fiscal Years 18/19, 19/20, and 20/21 is $857,369.00

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved an agreement (4CA03791) with CAL FIRE for Amador fire protection services and has a current agreement with CAL FIRE for Amador fire protection services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving the agreement would required County Fire to pursue another long term solution for Fire Protection services.

FINANCIAL IMPACT:
CAL FIRE Amador Agreement. The Projected Expenditures for Fiscal Year 2018/2019 Are $271,965.00 and Have Been Included in the Fiscal Year 18/19 Budget. The Projected Expenditures for Fiscal Year 2019/2020 Are $285,563.00. The Projected Expenditures for Fiscal Year 2020/2021 Are $299,841.00. The Total for the Three Fiscal Years 18/19, 19/20, and 20/21 is $857,369.00

ATTACHMENTS:
LG-1 Mariposa AMADOR FY 18-19 2 (PDF)
Mariposa Amador 18_19 (1) (PDF)
1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY’S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY’S NAME
County of Mariposa (Amador)

2. The term of this Agreement is: July 1, 2018 through June 30, 2021

3. The maximum amount of this Agreement is: $857,368.00
   Eight hundred fifty seven thousand three hundred sixty-eight dollars and zero cents

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

   Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A 5 pages
   Exhibit B – Budget Detail and Payment Provisions 2 pages
   Exhibit C – General Terms and Conditions 7 pages
   Exhibit D – Additional Provisions 6 pages
   Exhibit E – Description of Other Services n/a pages

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

LOCAL AGENCY
County of Mariposa

BY (Authorized Signature) DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Rosemarie Smallcombe, Chair, Board of Supervisors
ADDRESS
5100 Bullion Street
Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY (Authorized Signature) DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety
ADDRESS
P.O. Box 944246, Sacramento, CA 94244-2460
EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief: MMU  Local Agency: County of Mariposa
Name: Nancy Koerperich  Name: Dallin Kimble
Phone: 209-966-3622  Phone: 209-966-3222
Fax: 209-966-2907  Fax: 209-966-5147

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief: Nancy Koerperich  Local Agency: County of Mariposa
Section/Unit: Madera-Marioposa-Merced  Section/Unit: Fire Dept.
Attention: Nancy Koerperich  Attention: Bernie Quinn
Address: 5366 Highway 49 North Mariposa, CA 95338  Address: 5100 Bullion Street Mariposa, CA 95338
Phone: 559-706-8800  Phone: 209-966-4330
Fax: (209) 966-2907  Fax: 209-966-0252

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.
EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.
4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE’s Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.
E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to
conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.
EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
   a. The Director predicts a cash flow shortage, or
   b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit
D. Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g., Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY’s governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.
EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:
   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.
C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. AUDIT: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. INDEMNIFICATION: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. DISPUTES: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE’s Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY’s Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a “reasonable period of time” shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. TERMINATION FOR CAUSE/CANCELLATION:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.
B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g. cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer’s Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS:** Time is of the essence in the performance of this agreement.

12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE’s expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT:** “For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

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

B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”
15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured’s for purposes of this contract.

D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.
B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers’ Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker’s Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker’s Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. CONFLICT OF INTEREST: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. LABOR CODE/WORKERS’ COMPENSATION: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. AMERICANS WITH DISABILITIES ACT: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY’S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

25. **Affirmative Action**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY’S Affirmative Action Program for Vendors.

26. **Drug and Alcohol-Free Workplace**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE’s Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.

27. **Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services**. STATE shall comply with any applicable “Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services.” There shall be “Zero Tolerance” for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.

28. **Confidential Information**. “Confidential information” means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a “waiver” of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach.
29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.
EXHIBIT D
ADDITIONAL PROVISIONS

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

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☐ A. Fiscal Display, PRC 4142 AND/OR PRC 4144 - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☐ B. STATE Funded Resource - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☐ C. LOCAL AGENCY Provided Local Funded Resources - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ D. LOCAL AGENCY Owned STATE Maintained Vehicles - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of
STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. **Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.
EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

NAME OF LOCAL AGENCY: County of Mariposa

This is Schedule A of Cooperative Agreement originally dated July 1, 2018 by and between CAL FIRE of the State of California and County of Mariposa.

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: County of Mariposa

This is Schedule B of Cooperative Agreement originally dated July 1, 2018 by and between CAL FIRE of the State of California and County of Mariposa.


MADERA-MARIPOSA-MERCED UNIT

Administration:

Unit Chief (1)
Deputy Chief (1)
Division Chief Operations (1)
Division Chief Camp Administrator/ Operations (1)
Division Chief Management Services (1)
Battalion Chief Fire Prevention (1)
Battalion Chief Training (1)
Battalion Chief Safety (1)
Battalion Chief Emergency Command Center (1)
Battalion Chief Operations (4.5)
Forester (1)
Forester II (1)
Fire Captain Fire Prevention/ Pre-fire Management (4)
Fire Captain Emergency Command Center (4)
Forestry Equipment Manager (1)
Heavy Equipment Mechanic (2)
Forestry Logistics Officer (1)
Clerical Positions (5)
WASPO (1)

Fire Control – Year Long: Fire Control – Seasonal:

Fire Captain - Crew (10) Fire Captain – Station (3)
Fire Captain - Stations (24) Fire Apparatus Engineers (6)
Fire Apparatus Engineers (12) Fire Fighters (85)
Heavy Fire Equipment Operators (6)

- 11 – Type VI 4wd
- 8 - Water Tenders
- various models 3000gal, 750gpm
- 2 - Rescues
- 2 – Squads

Utility style Ford F350

2 - Trailers
- 1 – MCI Rehab
- 1 - Prevention trailer
EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2018, by and between the CAL FIRE of the State of California and County of Mariposa

NAME OF LOCAL AGENCY: County of Mariposa

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured, but only with respect to work performance for the State of California under the contract. for the purposes of this contract.

The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.


SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: ____________________________  Printed Name
    ____________________________

Title ___________________________________________  Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: ____________________________  Printed Name
    ____________________________

Title ___________________________________________  Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: ____________________________  Printed Name
    ____________________________

Title ___________________________________________  Date
## SCHEDULE A - 4144
### INDEX 4200  PCA 48001
### FY 18/19, FY 19/20, FY 20/21

**THIS IS THE SCHEDULE A 4144 OF THE COOPERATIVE AGREEMENT, DATED July 1, 2018**

**BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND THE COUNTY OF MARIPOSA**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Battalion 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Usona</td>
<td>3</td>
<td>Fire Fighter I</td>
<td>6</td>
<td>18</td>
<td>$4,137</td>
<td>$1,564</td>
<td>$74,466</td>
<td>$67,965</td>
<td>$142,431</td>
<td>$28,152</td>
<td>$14,999</td>
<td>$43,151</td>
<td>$185,583</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Support Staff POF</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Officer</td>
<td>2</td>
<td>Battalion Chief</td>
<td>6</td>
<td>12</td>
<td>$1,107</td>
<td>$13,284</td>
<td>$142,431</td>
<td>$142,431</td>
<td>$142,431</td>
<td>$28,152</td>
<td>$14,999</td>
<td>$43,151</td>
<td>$185,583</td>
<td></td>
</tr>
<tr>
<td>Usona</td>
<td>2</td>
<td>Fire Captain</td>
<td>6</td>
<td>12</td>
<td>$935</td>
<td>$11,220</td>
<td>$12,540</td>
<td>$12,540</td>
<td>$12,540</td>
<td>$241,811</td>
<td>$271,965</td>
<td>$513,776</td>
<td>$299,841</td>
<td>$857,638</td>
</tr>
<tr>
<td>Usona</td>
<td>1</td>
<td>Fire App. Engineer</td>
<td>6</td>
<td>6</td>
<td>$851</td>
<td>$4,986</td>
<td>$70.00</td>
<td>$70.00</td>
<td>$70.00</td>
<td>$1,200.00</td>
<td>$1,431.00</td>
<td>$2,632.00</td>
<td>$1,500.00</td>
<td>$3,131.00</td>
</tr>
<tr>
<td><strong>Subtotals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Item Personnel Months</strong></td>
<td>No.</td>
<td>Classification</td>
<td>Avg. Daily Cost</td>
<td>Annual Personal Days</td>
<td>OT</td>
<td>Benefits</td>
<td>Total Salary &amp; Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UPOT</td>
<td>120</td>
<td>Fire Fighter I</td>
<td>$456</td>
<td>2.75</td>
<td>$12,540</td>
<td>$12,722</td>
<td>$12,722</td>
<td>$12,722</td>
<td>$12,722</td>
<td>$227,794</td>
<td>$227,794</td>
<td>$227,794</td>
<td>$227,794</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL PERSONNEL SERVICES** $227,794

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Uniform</td>
<td>5</td>
<td>$70.00</td>
<td>6</td>
<td>N/A</td>
<td>$2,100.00</td>
<td>$30.45</td>
<td>$2,130.45</td>
<td>$2,130.45</td>
<td>$2,130.45</td>
<td>$2,130.45</td>
<td>$2,130.45</td>
<td>$2,130.45</td>
<td>$2,130.45</td>
<td>$2,130.45</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telecommunications</td>
<td>1</td>
<td>$100.00</td>
<td>6</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Fighter Training</td>
<td>3</td>
<td>$500.00</td>
<td>1</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility Charge</td>
<td>1</td>
<td>$200.00</td>
<td>6</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Engine</td>
<td>1</td>
<td>$1,431.00</td>
<td>6</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Command Vehicle</td>
<td>0</td>
<td>N/A</td>
<td>10,000</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL OPERATING EXPENSES** $14,016

**TOTAL PERSONNEL AND OPERATING EXPENSES** $241,811

**ADMINISTRATIVE CHARGE** 12.47%

**TOTAL SCHEDULE A FY 18/19** $271,965

**TOTAL SCHEDULE A FY 19/20** $285,563

**TOTAL SCHEDULE A FY 20/21** $299,841

**Proposed Three Year Agreement Total** $857,368
RECOMMENDATION AND JUSTIFICATION:
Approve Nursery Inspection Cooperative Agreement No. 18-0250-000-SA for Fiscal Year 2018/2019 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This cooperative agreement provides State subvention funds for work performed in Mariposa County in nursery inspection and licensing. There is no change in the cooperative agreement or subvention amount from previous cooperative agreements.

The total available Fiscal Year 2018/2019 subvention amount for this nursery inspection cooperative agreement is $500.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Last year’s cooperative agreement was approved by Resolution No. 2017-338.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No funds will be received for work performed in this program.

FINANCIAL IMPACT:
The subvention amount $500 for this cooperative agreement for nursery inspection with CDFA will be included in the Fiscal Year 2018/2019 budget.

ATTACHMENTS:
18-19 Nursery Contract (PDF)
This Agreement is entered into between the State Agency and the Recipient named below:

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

RECIPIENT’S NAME
COUNTY OF MARIPOSA

The Agreement Term is: July 1, 2018 through June 30, 2019

The maximum amount of this Agreement is: $500.00

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

Exhibit A: Recipient and Project Information
Exhibit B: General Terms and Conditions
Exhibit C: Payment and Budget Provisions
Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT’S NAME (Organization’s Name)
COUNTY OF MARIPOSA

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Post Office Box 905, Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814
EXHIBIT A
RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County shall inspect all nursery stock at all producer/wholesale nursery locations within the County and enforce all laws
and regulations pertaining to nursery stock.  Food and Agricultural Code Section 6761 and 6901 through 6904.

Project Title: Nursery Inspection Program

2. The Managers for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
<td>Erin Lovig</td>
</tr>
<tr>
<td><strong>Division/Branch:</strong></td>
<td>PHPPS / PEST EXCLUSION</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>1220 N Street, Room 344</td>
</tr>
<tr>
<td><strong>City/State/Zip:</strong></td>
<td>Sacramento, CA 95814</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>916-640-0435</td>
</tr>
<tr>
<td><strong>Email Address:</strong></td>
<td><a href="mailto:erin.lovig@cdfa.ca.gov">erin.lovig@cdfa.ca.gov</a></td>
</tr>
</tbody>
</table>

3. The Grant Administrative Contacts for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
<td>Loc Phan</td>
</tr>
<tr>
<td><strong>Division/Branch:</strong></td>
<td>PHPPS / PEST EXCLUSION</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>1220 N Street, Room 344</td>
</tr>
<tr>
<td><strong>City/State/Zip:</strong></td>
<td>Sacramento, CA 95814</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>916-654-0435</td>
</tr>
<tr>
<td><strong>Email Address:</strong></td>
<td><a href="mailto:loc.phan@cdfa.ca.gov">loc.phan@cdfa.ca.gov</a></td>
</tr>
</tbody>
</table>

4. **RECIPIENT: Please check appropriate box below:**

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

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

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.
1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

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

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

4. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

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

6. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**
   Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

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

10. **Non-Discrimination Clause**
    During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

    The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
11. **Excise Tax**
   The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

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

13. **Right to Terminate**
   This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

14. **Termination for Cause**
   Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

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

16. **Suspension of Payments**
   Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) business days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

17. **Breach Provisions**
   The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

   A. Suspend payments;
   B. Demand repayment of all funding;
   C. Terminate the Agreement; or
   D. Take any other action deemed necessary to recover costs.

   If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

   Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.
If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys’ fees, legal expenses, and costs.

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

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

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

21. Reporting Requirements
The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual.

22. Equipment
The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual.

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

24. Confidential and Public Records
The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process
Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner’s written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA’s decision, the property owner may file a claim with the California Department of General Services.

26. Amendments
Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.
1. Invoicing and Payment
   A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
   B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
   C. Unless stated in the Scope of Work and/or Grant Procedures Manual, monthly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.
   D. Unless stated in the Scope of Work and/or Grant Procedures Manual, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation
   A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
   B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
   C. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
   D. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

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

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

Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County. (Specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State’s registration or certification programs and is inspected by State staff). Recipient to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled “State-County Nursery Inspection Program.” Recipient shall respond to complaints against nursery establishments.

Payment shall be made quarterly in arrears upon submission and approval of an itemized invoice and Report Number 7 Supplement Forms (see attached sample invoice and Report Number 7). Recipient shall submit an itemized invoice on your County letterhead referencing the Cooperative Agreement Number and sent to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
Attention: Loc Phan
1220 N Street, Room 344
Sacramento, California 95814
To: Loc Phan  
California Department of Food and Agriculture  
Pest Exclusion Branch  
1220 N Street, Room 344  
Sacramento, CA 95814

County of ____________  
Cooperative Agreement Number 18- XXXX-XXX- SA  
Fiscal Year 18/19  
Invoice for ____________ Quarter  
Invoice Number ____________

**Sample Invoice**

<table>
<thead>
<tr>
<th>Invoice Detail</th>
<th>Amount</th>
<th>Reimbursement Rate</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1 Acres =</td>
<td>100 X</td>
<td>15.33 =</td>
<td>$1,533.00</td>
</tr>
<tr>
<td>Type 2 and 4 Acres =</td>
<td>100 (/4 = 25) X</td>
<td>15.33=</td>
<td>$383.25</td>
</tr>
<tr>
<td>Nursery License/Renewal</td>
<td>3 X</td>
<td>$75.00 each license =</td>
<td>$225.00</td>
</tr>
<tr>
<td>Invoice Total</td>
<td></td>
<td></td>
<td>$2,141.25</td>
</tr>
</tbody>
</table>

Please remit payment to  
County of ________________  
Address line 1  
Address Line 2  
Address line 3

Signature Block

_________________________________  
(Original Signature)  
(Title)
STATE OF CALIFORNIA  
DEPARTMENT OF FOOD AND AGRICULTURE  
PLANT HEALTH AND PEST PREVENTION SERVICES  
64-057 (Rev. 09/02)  

REPORT NUMBER 7

NURSERY INSPECTION REPORT  
SUBMIT QUARTERLY

| COUNTY: | MONTH/YEAR: |

A. NURSERY INSPECTIONS

<table>
<thead>
<tr>
<th>TYPE</th>
<th>NUMBER OF LOCATIONS INSPECTED</th>
<th>TOTAL ACRES INSPECTED</th>
<th>NUMBER OF NON-COMPLIANCES</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRODUCTION / WHOLESALE *</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REINSPECTION FOR NONCOMPLIANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- RETAIL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- WHOLESALE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NEMATODE CERTIFICATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER - Special Survey</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL HOURS SECTION A

B. LICENSING ACTIVITIES

<table>
<thead>
<tr>
<th>TYPE</th>
<th>NEW LICENSES</th>
<th>RENEWALS</th>
<th>NUMBER ISSUED</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF NURSERIES LICENSED *</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEE EXEMPT LICENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER Issued temporary license to retailer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL HOURS SECTION B

C. ENFORCEMENT ACTIONS (Office, Administrative, Court Hearings)

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TYPE</th>
<th>NUMBER</th>
<th>HOURS</th>
</tr>
</thead>
</table>

TOTAL HOURS SECTION C

D. PROGRAM SUPPORT ACTIVITIES (Planning, Training, Administration, etc.)

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>HOURS</th>
</tr>
</thead>
</table>

TOTAL HOURS SECTION D

E. COMMENTS

* SEE SUPPLEMENTAL SHEET(S) FOR DETAILED LISTING OF ACTIVITIES.
# SAMPLE BILLING

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR NURSERY INSPECTION REIMBURSEMENT BILLING BY THE COUNTIES

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>AGREEMENT NUMBER</th>
<th>MONTH/YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sacramento</td>
<td>18-XXXX-XXX-SA</td>
<td>July-September 2018</td>
</tr>
</tbody>
</table>

## PRODUCTION / WHOLESALE INSPECTIONS

<table>
<thead>
<tr>
<th>NAME OF NURSERY</th>
<th>LICENSE NUMBER</th>
<th>DATE(S) INSPECTED</th>
<th>NO. OF ACRES</th>
<th>CDFA USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Nursery</td>
<td>A1110.01</td>
<td>1/1/2017</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>XYZ Nursery</td>
<td>D2345.G01</td>
<td>3/28/2017</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

**NUMBER OF LOCATIONS INSPECTED:**  
**TOTAL ACRES:** 110.00  3.00  20.00

## NURSERY LICENSE ACTIVITY

<table>
<thead>
<tr>
<th>NAME OF NURSERY LICENSED (Use firm name)</th>
<th>NEW LICENSE NUMBER</th>
<th>RENEWAL LICENSE NUMBER</th>
<th>CDFA USE ONLY</th>
</tr>
</thead>
</table>

exclude retailer nurseries

**SIGNATURE:**  
**TITLE:**  
**DATE:**

---

* Type 1 = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

* Type 2 & 4 = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.
<table>
<thead>
<tr>
<th>NUMBER OF LOCATIONS INSPECTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL ACRES</td>
</tr>
<tr>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
</tr>
</tbody>
</table>

Attachment: 18-19 Nursery Contract (8391 : Approve Nursery Inspection Cooperative Agreement No. 18-0250-000-SA for Fiscal Year 2018/2019
INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)

Nursery Inspection Report - Submit Quarterly

Include time spent on activities related to enforcement of State Nursery Laws and Regulations. Do not report time spent on inspections of nursery stock shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.

Section A. Nursery Inspections
Report in this section the number of regulatory inspections and the total time spent for such inspections. Regulatory inspections include inspecting nurseries for pest cleanliness, labeling, and grades and standards. Several partial inspections may be required to complete a required inspection at a given location. Such inspections should be counted as one inspection at a given location. Time spent by county personnel in nurseries for collecting, preparing and submitting pest specimens and/or plant samples for identification by the CDFA Diagnostics Lab (Activity code 70 in Form 65-020, Pest and Damage Record), and for providing information on pest control operations for pest cleanliness may be included for determining the hours for a given location. Details of the nursery, such as name of nursery, license number, acreage used for production, storage and sale of nursery stock, type of nursery stock, etc., must be entered on the supplemental sheet for report number 7.

The time spent on follow-up inspections of nurseries to determine compliance with pest cleanliness requirements, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance, etc., must be indicated under 'reinspection for noncompliance.'

Nursery inspection for nematode certification at a given location, such as for supervision of soil fumigation, sampling for nematodes, etc., must be reported on a different form (Form 64-054, NURSERY STOCK NEMATODE CERTIFICATION). However, the total time spent on nursery inspections for nematode certification during the month must be included in the last column of Report 7 and in the total hours for section A.

Section B. Licensing Activities
Report in this section the time spent by county personnel in nurseries for initial inspection of new applicants for a License to Sell Nursery Stock, or for verifying a License to Sell Nursery Stock. Indicate the number of nurseries licensed under the column 'new' or 'renewals' as appropriate, and the time spent on such activity in the last column (hours). Name(s) of nursery must be entered on the supplemental sheet for report number 7.

Section C. Enforcement Actions
Report in this section the time spent by county personnel on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions related to nursery laws.

Section D. Program Support Activities
Report in this section the time spent by county personnel on program support activities such as planning, training, administration, etc., that are essential for enforcement of nursery laws and regulations.

Section E. Comments
Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.
Budget

The amount payable under this agreement shall not exceed **$500.00**.

Recipient shall be paid a current hourly staff rate, not to exceed $35.00 per hour, for nursery investigative work, provided such investigative work is approved in advance by the CDFA Nursery Services Program.
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the FY 2018/2019 Organic Program Cooperative Agreement No. 18-0183-000-SA

RECOMMENDATION AND JUSTIFICATION:
Approve Organic Program Cooperative Agreement No. 18-0183-000-SA for Fiscal Year 2018/2019 with the California Department of Food and Agriculture (CDFA), and Authorize the Chairman of the Board of Supervisors to Sign the Agreement.

This is an annual cooperative agreement for work performed in Mariposa County in the enforcement of the California Organic Foods Act. Funds will be received for any new or amended registrations of organic producers or handlers. In addition, funds will be received for spot inspections of organic producers, handlers, processors, restaurants, and retail stores as well as Farmer’s Markets. Funds will also be available for investigations of any complaints or residue sampling for violations of the California Organic Foods Act.

The total available in Fiscal Year 2018/2019 for this agreement is $890.00.

BACKGROUND AND HISTORY OF BOARD ACTIONS: Last year’s agreement was approved by Resolution No. 2017-475.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No funds will be received for organic registration of producers or handlers in the county, spot inspections, residue sampling, or for any complaint investigations performed.

FINANCIAL IMPACT:
The subvention amount for the Organic Program Cooperative Agreement is included in the FY 2018/2019 budget revenues.

ATTACHMENTS:
Organic Agmt 17-0178-000SA (PDF)
18-19 Organic Contract (PDF)
This Agreement is entered into between the State Agency and the Recipient named below:

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

RECIPIENT'S NAME
COUNTY OF MARIPOSA

The term of this Agreement is: July 1, 2017 through June 30, 2018

The maximum amount of this Agreement is: $1,090.00

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

Exhibit A: Recipient and Project Information 1 Page
Exhibit B: General Terms and Conditions 2 Page
Exhibit C: Payment and Budget Provisions 1 Page(s)
Attachments: Scope of Work and Budget 4 Page(s)

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

RECIPIENT

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

BY (Authorized Signature)
DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
P.O. Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)
DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814
EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform inspections according to the California Organic Food and Farming Act.

   Project Title: Organic Inspections Program

2. The Managers for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Kiley Potter</td>
<td>Name: Gavin Iacono</td>
</tr>
<tr>
<td>Section/Unit: INSPECTION SVCS DIV / INSPECTION AND COMPLIANCE</td>
<td>Section/Unit: COUNTY OF MARIPOSA</td>
</tr>
<tr>
<td>Address: 2800 Gateway Oaks Dr., Suite 100</td>
<td>Address: P.O. Box 905</td>
</tr>
<tr>
<td>City/State/Zip: Sacramento, CA 95833</td>
<td>City/State/Zip: Mariposa, CA 95338-0905</td>
</tr>
<tr>
<td>Phone: (916) 900-5198</td>
<td>Phone: 209-966-2056</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:kiley.potter@cdfa.ca.gov">kiley.potter@cdfa.ca.gov</a></td>
<td>Email Address: <a href="mailto:agcomm@mariposacounty.org">agcomm@mariposacounty.org</a></td>
</tr>
</tbody>
</table>

3. The Grant Administrative Contacts for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name: Gavin Iacono</td>
</tr>
<tr>
<td>Section/Unit:</td>
<td>Section/Unit: COUNTY OF MARIPOSA</td>
</tr>
<tr>
<td>Address:</td>
<td>Address: P.O. Box 905</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>City/State/Zip: Mariposa, CA 95338-0905</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone: 209-966-2056</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Email Address: <a href="mailto:agcomm@mariposacounty.org">agcomm@mariposacounty.org</a></td>
</tr>
</tbody>
</table>

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

   This award □ does  X does not  support R&D.

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

GENERAL TERMS AND CONDITIONS

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

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

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

4. **Mutual Liability**
   Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

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

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

7. **Non-Discrimination Clause**
   The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status and denial family care leave.

   The Recipients and contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

8. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. **Excise Tax**
   The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied or employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.
10. **Right to Terminate**
This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

11. **Termination for Cause**
Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations, pursuant to 2 CFR 200.471.

12. **Reporting Requirements**
The Recipient agrees to complete all reporting requirements listed in Scope of Work.

13. **Publicity and Acknowledgement**
The Recipient agrees that it will acknowledge CDFA’s support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the CDFA logo.

14. **Property Damage Claims Process**
Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner’s written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA’s decision, the property owner may file a claim with the California Department of General Services.

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

16. **Amendments**
Changes to Scope of Work, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.

17. **Suspension of Payments**
Payment under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if the CDFA determines that Recipient has breached the terms of this Agreement. Upon discovery of any violations of the Agreement terms and conditions, Recipient will be advised in writing of the terms breached and the reasons for imposing suspension of payments. A determination of breach may be appealed in writing and post marked within ten (10) business days of the date of notification, and mailed to:

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street, Suite 400
Sacramento, CA 95814
Or delivered by email with a date/timestamp within ten (10) business days to:
CDFA.LegalOffice@cdfa.ca.gov

18. **Closeout**
The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, resolution of any audit/desk review findings, and resolution of any performance or compliance issues.

19. **Record Retention and Accessibility**
The Recipient must retain all records relating to the Agreement for a period of three (3) years from the date of the close out notification or Agreement period, date of final resolution of any performance or financial compliance issues, whichever is later.
EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment
   A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt of the invoices, the CDFA agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

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

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

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

2. Budget Contingency Clause
   If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA will have the option to either terminate this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

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

4. Allowable Line Item Shifts
   The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

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

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

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

6. Budget
   For a detailed budget of all the activities to be performed under the Scope of Work, see attached Budget.
REGISTRATION FEES

All new, amended, and renewal organic registration applications will be approved by CDFA. For each operation the county assists with submitting a new, amended, or renewal organic registration to CDFA, the County will receive $60.00.

SPOT INSPECTION PROGRAM

The County will be paid $210.00 for each spot inspection completed for producers, restaurants, handlers, processors, and retail stores. Farmers' Market inspections will be paid at the rate of $70.00 for the initial visit and first organic participant inspected, and an additional $10.00 will be paid for each additional organic participant inspected at that market. Farmers' Market inspections include certified and non-certified Farmers' Markets, and "swap meets."

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by California Department of Food and Agriculture (CDFA) staff at the above spot inspection rates.

SURVEILLANCE RESIDUE (RANDOM) SAMPLING PROGRAM

Surveillance Residue samples, are randomly collected residue samples that are not part of an investigation. The County should collect these residue samples as part of its organic surveillance program/plan, to help ensure products do not contain unallowable substances. The County will be paid flat rate of $120.00 for each Surveillance Residue sample collected.

Additional Surveillance Residue sample collections may be approved by CDFA staff as needed. The County must contact CDFA and receive authorization prior to collecting any additional samples. The County will not be reimbursed for any unauthorized samples collected. Exception: In the event that collecting a residue sample is critical, and CDFA staff is not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA staff via voicemail or email. Additionally, CDFA staff may also request the County to collect additional samples. Any additional Surveillance Residue sample collections will be paid at the $120.00 flat rate.

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.
COMPLAINT INVESTIGATIONS

The County will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigations and expenses incurred for residue samples collected as part of an investigation will be reimbursed at actual cost. Time spent preparing documents may be included as part of the investigation costs.

TRAINING

County Organic Program staff are required to go on the National Organic Program website https://www.ams.usda.gov/services/organic-certification/training and review the Path to Sound and Sensible Organic Inspections training under Interactive Training for Organic Inspectors and Certifiers https://access.willinteractive.com/the-path/the-path.

The County may use up to 50 percent of its Estimated Investigation Costs, as listed in the county’s Fiscal Display, for approved organic program training. This may include organic program training that county staff provide to outside agencies. Training expenses without prior authorization by CDFA will not be reimbursed.

In order to receive payment/reimbursement for complaint investigations and associated residue samples, and training expenses, County complaint investigation and training expenses must be itemized on each invoice and include hours, rate, and miles. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with section 46000) of the California Food and Agricultural Code, CDFA will disburse funds to the County for costs incurred in the enforcement of the California Organic Foods Act.

The County will receive payments as appropriate for the following functions:

- Assisting with new, amended, and renewal registrations
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2017; and 2) for work completed from January 1 to June 30, 2018.

The County should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.
NOTE: CDFA cannot pay/reimburse the County for organic function activities without a signed (executed) Cooperative Agreement. The County should sign and return the Cooperative Agreement, in order to ensure payments for Organic Program function activities.

Administrative civil penalties imposed by the County for violations of the California Organic Food and Farming Act shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations and remain in the County imposing the penalty.

Procedures are outlined in the Organic Program Quality Systems Manual (QSM). For additional questions, please contact the CDFA Organic Program.
-Mariposa Fiscal Display – FY 2017/2018

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer’s market, or restaurant. Uncertified operations shall be inspected prior to any certified operations.

**Spot (Random) Inspection Assignments**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>@</td>
<td>$210.00</td>
</tr>
</tbody>
</table>

**Amount**

- 1st Organic Participant
- Estimated Additional Organic Participants

**Farmers Market**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>@</td>
<td>$100.00</td>
</tr>
<tr>
<td>70.00</td>
<td>$10.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

**Estimated Assisted Registrations**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>@</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

**Surveillance Residue (Random) Sampling Costs**

(Not part of an investigation)

<table>
<thead>
<tr>
<th>Amount</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>@</td>
<td>$120.00</td>
</tr>
<tr>
<td>$120.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Estimated Investigation Costs**

(Includes costs for residue samples taken as part of an investigation)

<table>
<thead>
<tr>
<th>Amount</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$600.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total for 2017/2018**

$1,090.00
State of California, Department of Food and Agriculture

AGREEMENT
GAU-03 (Rev.4/2018)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
18-0183-000-SA

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

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

   RECIPIENT'S NAME
   COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: $890.00

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

   Exhibit A: Recipient and Project Information
   Exhibit B: General Terms and Conditions
   Exhibit C: Payment and Budget Provisions
   Attachments: Scope of Work and Budget

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

RECIPIENT

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

BY (Authorized Signature) 

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
PO Box 906, Mariposa, CA  95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) 

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA  95814
EXHIBIT A
RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform inspections per the California Organics Food and Farming Act.

   Project Title: Organic Inspections Program

2. The Managers for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Kiley Potter</td>
<td>Monica Neilsen</td>
</tr>
<tr>
<td>Division/Branch:</td>
<td>Organization:</td>
</tr>
<tr>
<td>INSPECTION SERVICES</td>
<td>COUNTY OF MARIPOSA</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>2800 Gateway Oaks Drive, Ste. 100</td>
<td>PO Box 905</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>City/State/Zip:</td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td>Mariposa, CA 95338-0905</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>916-900-5198</td>
<td>209-966-2056</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Email Address:</td>
</tr>
<tr>
<td><a href="mailto:kiley.potter@cdfa.ca.gov">kiley.potter@cdfa.ca.gov</a></td>
<td><a href="mailto:agcomm@mariposacounty.org">agcomm@mariposacounty.org</a></td>
</tr>
</tbody>
</table>

3. The Grant Administrative Contacts for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Kiley Potter</td>
<td></td>
</tr>
<tr>
<td>Division/Branch:</td>
<td>Organization:</td>
</tr>
<tr>
<td>INSPECTION SERVICES</td>
<td>County of Mariposa</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>2800 Gateway Oaks Drive, Ste. 100</td>
<td>PO Box 905</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>City/State/Zip:</td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td>Mariposa, CA 95338</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>916-900-5198</td>
<td>209-966-2075</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Email Address:</td>
</tr>
<tr>
<td><a href="mailto:kiley.potter@cdfa.ca.gov">kiley.potter@cdfa.ca.gov</a></td>
<td><a href="mailto:agcomm@mariposacounty.org">agcomm@mariposacounty.org</a></td>
</tr>
</tbody>
</table>

FISCAL CONTACT FOR RECIPIENT
(If different from above):

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City/State/Zip:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
</tbody>
</table>

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

   This award [x] does [ ] does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.
EXHIBIT B
GENERAL TERMS AND CONDITIONS

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

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

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

4. State and Federal Law
It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

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

6. Performance and Assurances
The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. Mutual Liability
Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. Unenforceable Provision
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

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

10. Non-Discrimination Clause
During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
11. **Excise Tax**
The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

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

13. **Right to Terminate**
This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

14. **Termination for Cause**
Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

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

16. **Suspension of Payments**
Reimbursement under this Agreement may be suspended or terminated, or both, and the Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) business days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

17. **Breach Provisions**
The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

A. Suspend payments;
B. Demand repayment of all funding;
C. Terminate the Agreement; or
D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.
If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys’ fees, legal expenses, and costs.

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

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

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

21. Reporting Requirements
The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual.

22. Equipment
The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual.

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

24. Confidential and Public Records
The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process
Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner’s written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA’s decision, the property owner may file a claim with the California Department of General Services.

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

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

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

   C. Unless stated in the Scope of Work and/or Grant Procedures Manual, monthly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.

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

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

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

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

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

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

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

All organic registration applications (new, amended, and renewal) will be approved by the California Department of Food and Agriculture (CDFA). For each operation the county assists with submitting an organic registration application to CDFA for approval, the county will receive $60.00.

SPOT INSPECTION PROGRAM

The county will be paid $210.00 for each spot inspection completed for producers, restaurants, handlers, processors, and retail stores. Farmers’ Market inspections will be paid at the rate of $70.00 for the initial visit and first organic participant inspected. An additional $10.00 will be paid for each additional organic participant inspected at that market. Farmers’ Market inspections include certified and non-certified Farmers’ Markets, and “swap meets.”

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA staff at the above spot inspection rates.

SURVEILLANCE RESIDUE (RANDOM) SAMPLING PROGRAM

Surveillance Residue samples, are randomly collected residue samples that are NOT part of an investigation. The county should collect these residue samples as part of its organic surveillance program/plan, to help ensure products do not contain unallowable substances. The county will be paid flat rate of $120.00 for each Surveillance Residue sample collected.

Additional Surveillance Residue sample collections may be approved by CDFA staff as needed. The county must contact CDFA and receive authorization prior to collecting any additional samples. The county will not be reimbursed for any unauthorized samples collected. Exception: In the event that collecting a residue sample is critical, and CDFA staff is not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA staff via voicemail or email. CDFA staff may also request the county to collect additional samples. Any additional Surveillance Residue sample collections will be paid at the $120.00 flat rate.

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.
COMPLAINT INVESTIGATIONS

The county will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigations, costs incurred as part of an investigation, and expenses incurred for residue samples collected as part of an investigation will be reimbursed at actual cost. Time spent preparing investigation documents may also be included as part of the investigation costs.

TRAINING

County Organic Program staff are required to go on the National Organic Program website https://www.ams.usda.gov/services/organic-certification/training and review the Path to Sound and Sensible Organic Inspections training under Interactive Training for Organic Inspectors and Certifiers https://access.willinteractive.com/the-path/the-path.

The county may use up to 50 percent of its Estimated Investigation Costs, as listed in the county's Fiscal Display, for approved organic program training. This may include organic program training that county staff provide to outside agencies. Training expenses without prior authorization by CDFA will not be reimbursed.

County complaint investigation and training expenses must be itemized on each invoice. The invoice must include applicable hours, rates, miles, and associated expenses; in order to receive payment or reimbursement for these expenses. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with section 46000) of the California Food and Agricultural Code, CDFA will disburse funds to the county for costs incurred in the enforcement of the California Organic Food and Farming Act.

The county will receive payments as appropriate for the following functions:

- Assisting with new, amended, and renewal registrations
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2018; and 2) for work completed from January 1 to June 30, 2019. Counties should submit final invoices for each block of work to CDFA in a timely manner.

The county should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.
NOTE: CDFA cannot pay/reimburse the county for organic function activities without a signed (executed) Cooperative Agreement. The county should sign and return the Cooperative Agreement, in order to ensure payments for Organic Program function activities.

Administrative civil penalties imposed by the county for violations of the California Organic Food and Farming Act shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations and remain in the county imposing the penalty.

Procedures are outlined in the SOP Quality Systems Manual (QSM). For additional questions, please contact the CDFA State Organic Program.
Mariposa Fiscal Display – FY 2018/2019

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer's market, or restaurant. Uncertified operations shall be inspected prior to any certified operations.

### Spot (Random) Inspection Assignments

<table>
<thead>
<tr>
<th>Amount</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$210.00</td>
<td>$210.00</td>
</tr>
</tbody>
</table>

**Amount**
- 1st Organic Participant
- Estimated Additional Organic Participants

**Farmers Market**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 @ 70.00</td>
<td>3 @ $10.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

### Estimated Assisted Registrations

<table>
<thead>
<tr>
<th>Amount</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 @ 60.00</td>
<td></td>
<td>$60.00</td>
</tr>
</tbody>
</table>

### Surveillance Residue (Random) Sampling Costs
(Not part of an investigation)

<table>
<thead>
<tr>
<th>Amount</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 @ 120.00</td>
<td></td>
<td>$120.00</td>
</tr>
</tbody>
</table>

### Estimated Investigation Costs
(Includes costs for residue samples taken as part of an investigation)

Total Investigation Costs: $400.00

Total for 2018/2019: $890.00
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel - Interim Human Resources Director

RE: Amendments to the Fiscal Officer I/II Job Description

RECOMMENDATION AND JUSTIFICATION:
Approve amendments to the minimum qualifications of the Fiscal Officer I/II job description effective immediately. The current minimum qualifications for the Fiscal Officer I/II classification requires that a successful candidate have five years of fiscal/accounting experience that includes accounting and budgeting analysis work, two years of supervisory experience, and at least one year of governmental budgeting. Human Resources recruited for the position twice and found that many excellent candidates had satisfied all areas of the minimum qualifications except for the one year of governmental budgeting experience. This eliminated many candidates from the applicant pool.

Removing the language that an individual must have one year of governmental budgeting should not have a significant impact to the job if an individual with little or no governmental budgeting experience is hired. This is evidenced by individuals who are currently employed with the County in other accounting-type capacities who did not have governmental budgeting experience at the time they were hired. These individuals were able to adapt to the standards of governmental budgeting because they possessed strong accounting skills. Removing the governmental budgeting requirement from the minimum qualifications and change the language to show that working in the public sector is preferred would draw and qualify a larger applicant pool.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
At their meeting off May 7, 2002, the Board of Supervisors approved the Fiscal Officer class spec. On February 10, 2009, the Board approved a change to the Fiscal Officer class by creating a flex class of Fiscal Officer I/II. From time to time, the Board authorizes changes to class specs as appropriate.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would most likely result in a limited applicant pool when Human Resources recruits to fill the position again.

FINANCIAL IMPACT:
N/A.
ATTACHMENTS:
Fiscal Officer I-II (PDF)
FISCAL OFFICER I/II

DEFINITION
The Fiscal Officer I/II classifications are executive positions and under limited direction, performs a variety of highly complex administrative, budgeting, and accounting tasks; ensures fiscal integrity, fiscal control, and accountability for all fiscal operations in the department; prepares and monitors the departmental budget and recommends fiscal policy; implements approved or mandatory fiscal programming; related administrative duties as assigned.

Fiscal Officer I is distinguished from the Fiscal Officer II in that the Fiscal Officer II is expected to supervise fiscal, clerical, and other administrative staff, including front line supervisors and mid-management positions. The Fiscal Officer I differs from the Fiscal Officer II classification in that the Fiscal Officer II typically works in one of the County’s larger departments that consists of divisions within that department.

SUPERVISION RECEIVED AND EXERCISED
Receives direction from the appropriate department head.

Exercises technical supervision over assigned staff.

EXAMPLE OF ESSENTIAL FUNCTIONS
Applies normally accepted accounting and business practices to a complex department with multiple funding sources.

Plans, organizes, and manages the fiscal and budgetary aspects of the department.

Provides budgetary and fiscal advice to the department head and managers, and makes budget/fiscal recommendations.

Monitors all aspects of fiscal accountability for contracts, subcontracts, and grant funded programs.

Prepares and develops the annual budget request for the department in consultation with the department head; monitors revenue collections and exercises expenditure control.

Coordinates the completion of federal, State, and County audits and fiscal reviews; prepares response to audits and implements or develops corrective practices as prescribed by the audit.

Prepares and reviews fiscal reports required of the department by funding sources or the department head.

Develops and recommends fiscal policies and accounting practices for the department.

Develops plans and procedures to enhance revenue for departmental programs.

Works closely with department head and managers to ensure monies are expended for the purpose intended.
Analyze the fiscal impact of legislation impacting County finances and operations, and formulate recommendations for department consideration.

Performs special fiscal reports, surveys, and studies as assigned.

**Fiscal Officer II (in addition to the above)**
Oversees the selection and training of fiscal staff.

Supervises fiscal, clerical, and other administrative staff, including front line supervisors and mid-management positions; prepares performance evaluations for fiscal personnel.

**EMPLOYMENT STANDARDS:**

**Knowledge of:**
Generally accepted accounting principles and practices.

Governmental accounting practices.

Basic principles and practices of governmental budget development, preparation, and expenditure control.

Basic principles and practices of supervision, training, and performance evaluation.

Principles and procedures of financial and statistical record keeping.

Theory, principles, and practices of accounting and auditing.

**Fiscal Officer II (in addition to the above)**
General knowledge of principles and practices of management necessary to plan, develop, evaluate, and direct the complex activities of the fiscal program including organizing, staff development, and supervision.

**Ability to:**
Prepare and present a variety of clear, complete, and concise financial and budgetary plans

Research, analyze, and evaluate fiscal/accounting operations, procedures, and practices; make recommendations to strengthen fiscal/accounting operations.

Understand, interpret, and apply laws, rules, and regulations as they apply to assigned tasks.

Work cooperatively with State, federal, and County auditors and other funding agencies.

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

**Fiscal Officer II (in addition to the above)**
Direct, control, and evaluate a group of subordinates and maintain consistency with departmental objectives and standards.
TYPICAL WORKING CONDITIONS
Work is performed in a normal office environment. Tasks may involve extended periods of time at a keyboard or workstation.

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

MINIMUM QUALIFICATIONS:
Experience:
Fiscal Officer I and II
Five (5) years of fiscal/accounting experience performing progressively responsible accounting and budget analysis work, including at least two (2) years in a management or supervisory capacity, and at least one (1) year of governmental budgeting. Experience with personal computers including word processing, spreadsheets, and data base analysis working in the public sector is highly desirable.

Fiscal Officer II (in addition)
One (1) additional year of experience in a management or supervisory capacity.

Education: (both Fiscal Officer I and II)
A Bachelor’s degree from an accredited college or university with major course work in accounting, business, finance, economics, public administration, or a closely related field is required. A Masters Degree in business, accounting, finance, economics, public administration, or a closely related field is highly desirable.

Additional Requirements:
Possession of a valid California driver’s license. Under certain circumstances, the Human Resources Director may accept a valid driver’s license from another State if applicant acknowledges his/her intent to acquire a California driver’s license within three months by signing an acknowledgement form.

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

Creation Date: 12/03 (B/S 03-466)
Revision Date: 02/06 (B/S Res. 06-73); 02/09 (B/S Res. 09-60)
MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: IHSS Advisory Committee Appointment

RECOMMENDATION AND JUSTIFICATION:
Appoint Catherine Driver to the In-Home Supportive Services (IHSS) Advisory Committee to Serve a Continuous Term.

AB 1682, legislation that resulted in an employer of record for IHSS, went into effect in 1999. The law also requires that each County establish an advisory committee. Certain slots on the advisory committee are mandated to include client, provider and community representation. The County passed an Ordinance that is in harmony with AB 1682 and sets the committee membership at seven (7). There are currently two [2] members.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has continued to follow the recommendation of the IHSS Advisory Committee regarding the appointment of new members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not appointing interested members to the IHSS Advisory Committee, current members will not be as effective and may not be able to meet the mission of the committee.

ATTACHMENTS:
IHSS App (PDF)
Board of Supervisors
Application for Appointment to Mariposa County
Boards, Commissions and Committees


Name of Board, Commission or Committee for which you are applying:
IHSS Advisory Committee

Supervisory District in which you reside: 414

Length of Residency in the County: 41

First Name: Catherine
Last Name: Driver

Mailing Address:

Email Address: [Redacted]

Are you over 18 years of age: Yes

Employment Status:

Employer's Name:

Employer's Address:

Day Telephone Number: [Redacted]
Cell Phone Number: [Redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
Baljit Gill asked if I knew of anyone that may be interested in the IHSS Advisory Committee. As this fits into the Catholic Charities mission and as I would like to build a stronger presence for Catholic Charities in Mariposa County I thought this would be a good opportunity.

Please list prior/current appointments to other Boards/Commissions/Committees:
Served on the Tuolumne County Commission on Aging and we are partners with several agencies to bring the Elder Empowerment Conference to Tuolumne County, just to name a few.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/2013
List any information regarding experience, training and/or education that you feel qualifies you for this position:
As the Mother Lode Senior Services Program Manager, Mother Lode Long-Term Care Ombudsman Program Coordinator, and the Elder Abuse Prevention Program Coordinator I have much experience in working with and advocating for community elders. Through the Ombudsman Program I am afforded the opportunity to advocate for those in need and through the Elder Abuse Prevention Program I am able to provide Elder Abuse Prevention/Mandated Reporting trainings as well as Residents’ Rights trainings throughout our coverage area and I am currently working on a Caregiver Burnout Prevention training. We provide Elder Abuse Prevention/Mandated Reporting trainings to new IHSS Providers in Tuolumne County.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

No

If Yes, please explain:

Resumé Attached: No

Time(s) you have available to attend meetings (days, evenings, etc.): Open

Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 5/11/18

Signature: [Signature]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/2013
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Quest Community Counseling Mental Health Provider Contract

RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Quest Community Counseling Services in an amount not to exceed $100,000 to provide counseling services for mental health clients; and authorize the Board of Supervisors Chair to sign the agreement.

Quest Community Counseling Services is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Mariposa County Behavioral Health Anasazi Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the Anasazi system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between the Human Services Department and the State Department of Mental Health as outlined in Exhibit A of the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current agreement for this facility was approved by the Board on July 11, 2017, by Resolution Number 2017-449.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, we may have longer wait times for clients to be served.

FINANCIAL IMPACT:
This contract will continue to be paid within the Mental Health budget unit. Contract costs are offset by Medi-Cal revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.
ATTACHMENTS:
Quest Agreement 2019 - July 5 2018 (PDF)
AGREEMENT FOR COUNSELING 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 Quest Community Counseling Services, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2019 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling services as described in Exhibit A, “Scope of Work,” Exhibit B, “Documentation and Scope of Practice,” and Exhibit C, “Deficit Reduction Act – Obligations of County,” which are 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 $100,000. The Contractor’s rates are listed in Exhibit D, “Payment Terms and Conditions.” The 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 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 $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

(4) Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of 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 coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

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

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

(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 and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the sole negligence or willful acts of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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. **ASSIGNMENT**

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

10. **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:**
Quest Community Counseling Services  
5037 Bullion St.  
Mariposa, CA 95338

**COUNTY:**  
County of Mariposa  
5362 Leme Lane  
P.O.Box 99  
Mariposa, CA 95338  
Fax: (209) 742-0996

11. **COMPLIANCE**

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

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County of Mariposa Human Services Department. 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.

14. 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.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 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.

16. 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.
17. DISPUTES

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

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

18. CAPTIONS

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

19. 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.

20. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

21. 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.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. 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.

24. CONTROLLING LAW

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

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

26. **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.

27. **NO RELIANCE ON REPRESENTATIONS**

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

28. **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.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services 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 Agreement amendment 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

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

(Signature)

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel
Exhibit A
SCOPE OF WORK

I. **Contact Person & Information:**
Scott Seymour, Executive Director
5037 Bullion Street
Mariposa CA 95338
Phone: 209 742-5080

II. **Program Description:**
A. Contractors may provide “covered” services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
   1. Initial and annual updated assessments;
   2. Individual Therapy;
   3. Group Therapy;
   4. Family Therapy;
   5. Plan Development;
   6. Case Management;
   7. Crisis Intervention;
   8. Rehabilitation;
   9. Intensive Care Coordination;
   10. Intensive Home Based Services.
B. All clients must meet target population criteria. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.
C. All services are intended to be provided within Mariposa County, unless otherwise authorized by MCBHRS.

III. **Hours of Operation:**
A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees, i.e., if the Contractor serves enrollees from a commercial plan as well as Medi-Cal eligible clients, the hours the Contractor makes available for commercial enrollees, must be the same for Medi-Cal enrolled clients. In other words, a contractor cannot set aside a Saturday (or any other day) just for Medi-Cal clients.
B. Crisis services for clients are to be referred to day-time or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor and MCBHRS crisis worker and/or Sheriff Department needs to be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or (800) 549-6741. These services will be billed through MCBHRS.
C. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor or the Deputy Director and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that new referrals can be accepted. If a contractor
does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. Service Description:
   A. Treatment Model/Evidence Based Practices:
      1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified Treatment Plan goals and objectives.
   B. Targeted Population Eligibility Criteria:
   C. Referral Protocol:
      1. MCBHRS will use the Mariposa County Bi-Directional Referral process.
      2. Contractor is expected to call the client for appointment within 5 business days.
      3. Contractor will notify MCBHRS in writing of denied referrals within 3 business days.

V. Coordination of Service:
   A. Contractor may complete initial assessments. If the client does not meet medical necessity, then contractor will provide the client with a community provider list and give them a NOABD.
   B. Contractor will be responsible for all annual reassessments.
   C. Contractor will be responsible to follow the documentation manual.
   D. Clients without a current assessment will not be eligible for claimable services.
   E. Contractor will develop a treatment plan within 60 days of assessment. Contractor is responsible for all annual and applicable updates.
   F. Clients without a treatment plan will not be eligible for claimable services. All services provided must be indicated on treatment plan to be an eligible claim service with the exception of crisis. The client must participate in the development of the treatment plan and sign it (see Documentation Manual).
   G. Contractor will be responsible for all services on the treatment plan or will refer the client back to MCBHRS.
   H. All records for these referred clients must be kept in the Anasazi Electronic Health Record (EHR) system. This must be reflected in accordance with the most recent version of the Documentation Manual. This will be monitored by Behavioral Health Quality Assurance Unit.

VI. Service Duration:
   A. Clients must continue to meet medical necessity as evidenced by an annual assessment and treatment plan update.
   B. All transitions and discharges will be complete per MCBHRS documentation manual and submitted in writing.
   C. 10 day letters will be completed by MCBHRS staff once three contact attempts have been made by contractor and noted in EHR. Contractor will notify QA staff
when a 10 day letter is ready to be submitted.

 VII. **Staffing & Clinical Supervision:**
   A. All contractor employees providing services or supervising services under this Agreement will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
   B. No “sanctioned employees” (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.

 VIII. **Cultural Responsiveness:**
   A. Mental health staff working in Contractor’s program will be trained in cultural competency and deliver linguistically competent services as needed.
   B. Contractor shall ensure all services shall be delivered in a manner that respects the client’s gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.
   C. Contractor shall ensure staff shall be required to attend a minimum of one MCBHRS Cultural Competence training each year, or must provide documentation of attendance to a Cultural Competence training of like nature each year.
   D. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services.

Exhibit B

Page 11 of 26
I. Staffing Qualifications for Service Delivery and Documentation:

A. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and the MCBHRS. Information provided in this Exhibit B is provided as a reference only and is not intended to set forth all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

B. LPHA\textsuperscript{1}: A “Licensed Practitioner of the Healing Arts” possesses a valid California clinical licensure in one of the following professional categories:
   1. Licensed Clinical Psychologist\textsuperscript{2}
   2. Licensed Clinical Social Worker\textsuperscript{3}
   3. Licensed Marriage and Family Therapist\textsuperscript{4}

C. LPHA Approved Activities:
   1. Can function as a “Head of Service” on agency application
   2. Can authorize services as directed by the MCBHRS
   3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
   4. Can co-sign the work of other staff members within their scope of practice
   5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

D. Registered Associate Marriage Family Therapists, Associate Social Workers, and Associate Professional Clinical Counselors: Registered Associate Marriage and Family Therapists (AMFT), Associate Professional Clinical Counselors (APCC) and Associate Social Workers (ASW) are individuals registered with the Board of Behavioral Sciences in order to obtain supervised clinical hours and acquiring clinical experience towards licensure as a Marriage and Family Therapist (LMFT) or Licensed Clinical Social Worker (LCSW), or Professional Clinical Counselor, respectively. A waiver for Registered AMFT and ASW is not required by Department of Health Care Services (DHCS), nor by the MCBHRS (except when licensed in another state, then a waiver is required by DHCS).\textsuperscript{5}

E. Approved Activities:
   1. Registered Psychologist or Psychological Assistants, Registered Associate

---
\textsuperscript{1} CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review—EPSDT Reviews FY 06-07
\textsuperscript{2} Welfare & Institution Code 5600(a), Business and Professional Code 2902, CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4
\textsuperscript{3} Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48
\textsuperscript{4} Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32
\textsuperscript{5} Welfare and Institution Code 5751.2, DMH Letter 10-03
\textsuperscript{6}
Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:

a) Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.\(^7\)
b) Can authorize services as directed by MCBHRS.
c) Can conduct comprehensive assessments and provide a diagnosis without co-signature.
d) Can co-sign the work of other staff members within their scope of practice (other than graduate students performing therapy).
e) Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
f) Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.\(^8\)

II. **Quality Assurance:**

A. All Medi-Cal Contractor are to conduct internal Medi-Cal compliance reviews.

B. When conducting internal Medi-Cal reviews CONTRACTOR will:
   1. Maintain triennial site certification through MCBHRS.
   2. Abide by all federal, state and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
   3. Audit for compliance with requirements outlined in Exhibits A, B, C, D
   4. Use MCBHRS audit tool.
   5. Audit on a quarterly basis.
   6. MCBHRS Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCBHRS Medi-Cal compliance or other reviews.

C. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCBHRS Compliance Plan). The Compliance Committee reviews services and programs of public private Contractor in order to ensure:
   1. Accessibility;
   2. Facility is clean, sanitary, and in good repair;
   3. Fire clearance updated on a regular basis;
   4. Services are meaningful and beneficial to the client;
   5. Services are culturally and linguistically competent;
   6. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
   7. Services produce highly desirable results through the efficient use of resources;
   8. Services meet requirements for medical necessity;
   9. All PHI is properly stored and secured.

---

\(^7\) CCR, Title 9, Chapter 3, Section 620(f) and Section 622

\(^8\) Business and Professions Code Section 4996.14 and 4996.18(d)
D. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.

1. If the MCBHRS staff, Grievance Review staff or any other committee of the MHP makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance program. If these deficiencies or problem areas are verified, a plan of correction may be applied.

2. Contractor shall abide by MCBHRS Policy and Procedures for Grievances and Appeals.

3. All grievances and appeals are to be called in and forwarded immediately to MCBHRS. This to be made clear to all clients through posting Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet (See Grievances and Appeals P&P).

E. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (See Exhibit C.)

F. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to MCBHRS standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and BHRS Compliance Policies.

G. Contractor shall abide by the complete MCBHRS Documentation Manual. The Documentation Manual provides documentation standards for outpatient mental health services provided or managed by MCBHRS. The manual provides a general description of service definitions and is a day to day resource for clinical and administrative support staff. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.

1. MCBHRS established documentation standards in order to help realize a core value of our system, the commitment to clinical service excellence. In addition, accurate and complete documentation protects from risk in legal proceedings, helps to comply with regulatory requirements for claims for services and enables professionals to discharge their legal and ethical duties.

2. All services are documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed.

H. Contractor not in compliance with documentation manual will have to provide a plan of correction and will be subject to payment denial and/or termination of contract.

I. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
J. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state, and/or local regulatory and statutory requirements.

K. The contractor is responsible for clinical supervision of their staff.

L. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $50.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.

M. Mandatory Meetings and Training:
Contractor will attend monthly required meetings with MCBHRS and any additional trainings and meetings deemed necessary by MCBHRS. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training.

N. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

   1. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of MCBHRS, to the extent MCBHRS would be required to comply with such requirements.
   2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.
   3. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from MCBHRS prior to seeing clients.
   4. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information (“Protected Health Information or “PHI,” including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify MCBHRS of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
   5. Contractor shall abide by all MCBHRS Policies and Procedures and the Compliance Plan.
   6. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information (“Protected Health Information or “PHI,” including electronic PHI) as required by HIPAA.
   7. Contractor agrees to notify MCBHRS immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
   8. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

O. Information Technology Infrastructure:

   1. Contractor will be proficient in MCBHRS electronic health record (EHR)
system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for Anasazi access. Contractor may reimburse the MCBHRS at an hourly rate of $50.00 per hour of Anasazi training. The initial Anasazi training and 8 hours per year are included per staff member.

P. **MCBHRS Code of Conduct:**
   1. Contractor agrees to review, sign and comply with MCBHRS Code of Conduct.

Q. **Federal Tax Intercept (FTI) Training:**
   1. Contractor agrees to complete FTI training annually and comply with the mandates set forth.

R. **MCBHRS Confidentiality Employee Statement:**
   1. Contractor agrees to review, sign and comply with the MCBHRS Confidentiality Employee Statement.

S. **Electronic Signature Policy:**
   1. Contractor agrees to review and comply with the Electronic Signature Policy.

T. **Client Surveys:**
   1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys, CONTRACTOR will be advised of survey period one month in advance.

III. **ASSESSMENTS:**
   A. Assessment information must meet all Medi-Cal required elements.
   B. Assessment information must be completed and finalized within 30 days.
   C. Assessment information must be legibly signed and dated when completed.
   D. Refer to Documentation Manual for more information on the required elements of a complete Mental Health Assessment.
   E. Diagnosis from the most current DSM must be completed.
   F. All clients need to have, depending on their age, either a Milestones of Recovery Scale (MORS) or Child Adolescent Needs and Strengths (CANS) and the Pediatric Symptom Checklist (PSC-35) evaluation completed during the assessment period. For adult clients the MORS must be completed monthly and upon discharge. For children/youth the CANS must be completed quarterly and upon discharge. Contractor staff will need to be trained and certified to administer the aforementioned evaluation tools.

IV. **TREATMENT PLANS:**
   **Requirements for Treatment Plans**
   A. A full, signed treatment plan will be due within 60 days of assessment.
   B. **Contractor** who receive Treatment Plans from MCBHRS must update the plan accordingly.
   C. All clients must have a treatment plan prior to services being provided. No services are claimable off treatment plan.
   D. Treatment Plans will follow the guidelines in the Documentation Manual.
   E. There must be documentation of the client’s participation in and agreement with the plan.
The client's signature and documentation that the client was offered a copy of the plan are the required elements in the plan development progress note (see Documentation Manual).

V. PROGRESS NOTES
A. Refer to Documentation Manual regarding expectations of progress notes.
B. Timeline of Progress Notes
1. Progress notes shall be documented within 3 (three) business days of provided service.
2. Entries made after the date the service was provided must be identified as a “Late entry” and need to include both the date the note was written, as well as the date of service.

VI. DISCHARGE/CLOSING SUMMARIES
A. At minimum, the client record shall document:
   1. Follow-up care (to be outlined in a discharge summary)
   2. Referrals to community resources and other agencies, when appropriate
   3. Contractor who are required to administer the MORS or CANS must use the MCBHRS approved Closing Summary (that includes a MORS or CANS) upon all client discharges. The CANS section of the closing summary is not required upon discharge when:
      a) The client leaves services prior to an initial CANS being completed
      b) The client discharges within 90 days or less of being opened to a program
B. Discharge summaries are not claimable to Medi-Cal.

VII. OTHER DOCUMENTATION REQUIREMENTS
A. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services, displayed in lobby, and upon request:
   1. Consumer Rights
   2. Grievance/Appeal Process
   3. Grievance/Appeal forms with self address envelopes
   4. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
   5. Advanced Directive Notices (such as the “Your Right to Make Decisions about Medical Treatment”). For Adults only.
   6. Acknowledgement of Receipt of HIPAA Notice of Privacy Practices
   7. Beneficiary Brochure: “Guide to Medi-Cal Mental Health Services” (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).
B. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VIII. REQUIRED POSTERS FOR YOUR LOBBY:
A. The following information must be posted in a prominent place at all provider sites:
   1. Language assistance poster

---

9 MCBHRS Contract with DMH, Exhibit A, Attachment 1, Appendix C, Pg 39, item 2
2. Notice of Privacy Practices
3. Mental Health Patients Rights poster

IX. **SECURITY REQUIREMENTS:**
   A. The following is a general outline of the Security and Information Technology Requirements.
   1. Contractor shall submit all paper records to MCBHRS.
   2. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from MCBHRS prior to seeing clients.
   3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information (“Protected Health Information or “PHI,” including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify MCBHRS immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
   4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.
Exhibit C
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT
The Federal False Claims Act (“FCA”) helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:
   A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the “Armed Forces”) for payment or approval;
   B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
   C. Conspiring to get a false claim allowed or paid by the Government;
   D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
   E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
   F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
   G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
   H. “Knowing” and “Knowingly” means a person:
      1. Has actual knowledge of the information;
      2. Acts in deliberate ignorance of the truth or falsity of the information; or
      3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
   I. “Claim” includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:
   A. A civil penalty $5,500 to $11,000 for each false claim;
   B. Three times the amount of damages sustained by the Government due to the violations; and
   C. The costs of a civil suit for recovery penalties or damages.

III. The court may reduce the treble damages if:
   A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and
C. No criminal prosecution, or civil or administrative action had been commenced at the time of the person’s disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. Actions by Private Persons or Qui Tam Plaintiffs
   A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.
   B. If a qui tam plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to Qui tam Actions
   A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the qui tam plaintiff. However, the qui tam plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the qui tam plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. Award to Qui tam Plaintiff
   A. If the Government prosecutes a case initiated by a qui tam plaintiff and obtains an award or settlement, the qui tam plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the qui tam plaintiff, the award cannot be more than 10 percent of the recovery.
   B. If the Government decides not to intervene and the qui tam plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the qui tam plaintiff reasonable expenses and attorney’s fees and costs.
   C. If the court finds that the qui tam plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the qui tam plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.
   D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a qui tam plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. Certain Actions Barred
   A. An individual cannot bring a qui tam action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.
   B. An individual cannot bring a qui tam suit based on allegations in a civil suit or an

Page 20 of 26

Last revised: 12/04/17
administrative proceeding in which the Government is already a party.

C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:

B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;

C. Two times the amount of back pay plus interest; and

D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney’s fees).

E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act (“CFCA”) applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov’t Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;

B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;

C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;

D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;

E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;

F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;

G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or

H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
I. “Knowingly” means the person or organization:
   1. Has actual knowledge of the information;
   2. Acts in deliberate ignorance of the truth or falsity of the information; or
   3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.

1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.

2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or Qui Tam Actions/Whistleblower Provisions
   A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney’s fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney’s fees) if the qui tam plaintiff litigates the case on his or her own.

   B. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.

   C. The CFCA bars employers from interfering with an employee’s disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision
   A. A person or organization will be liable to the state or political subdivision for:
   B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
   C. The costs of a civil suit for recovery of damages; and
   D. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred
   A. An individual cannot bring a qui tam suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party. An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based).
Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards
A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between 15 and 33 percent of the recovery (plus reasonable costs and attorney’s fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection
A. Employers are prohibited from:
   B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
   C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer
A. An employer who interferes with an employee’s disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
   B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
   C. Two times the amount of back pay plus interest;
   D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages
A. If an employee’s conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

Exhibit D
Payment Terms and Conditions

I. Approved Services and Authorization Process:
   a) Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:
   a) The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.
   b) Contractor shall submit invoices in a form approved by MCBHRS no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.
   c) The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.
   d) Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of the County fiscal year, June 30th of the current year.
   e) All payment invoices shall be submitted to the following address:
      Mariposa Behavioral Health and Recovery Services
      PO Box 99
      Mariposa, CA 95338
   f) Final approved services must be submitted on an itemized invoice.
   g) Services that are not in finalized format will not qualify for reimbursement.
   h) Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.
   i) MCBHRS Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.
      i. A written appeal shall be submitted to MCBHRS within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of MCBHRS's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by MCBHRS pursuant to Section 1830.215.
      ii. MCBHRS shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.
         1. If the appeal concerns the denial or modification of the MCBHRS payment authorization request, MCBHRS shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.
         2. If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS)
pursuant to Section 1850.320.

3. If applicable, the provider shall submit a revised request for MCBHRS payment authorization within 30 calendar days from receipt of the MCBHRS’s decision to approve the MCBHRS payment authorization request.

4. If applicable, MCBHRS shall have 14 calendar days from the date of receipt of the provider's revised request for MCBHRS payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the MCBHRS payment authorization.

iii. If MCBHRS does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by MCBHRS.

III. Medi-Cal Requirements and Payment Limitations:

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor’s Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate coding as outlined in Exhibit A, item #2.

C. Contractors will be reimbursed at the rates listed below and based on documentation in the Anasazi Electronic Health Records System:

1. $118.50 per hour for Medi-Cal clients.
2. $118.50 per server hour for each individual Medi-Cal client seen in a group.
3. $39.80 per 16-37 minute session for Medicare clients and clients seen individually.
4. $51.55 per 38-52 minute session for Medicare clients and clients seen individually.
5. $77.19 per 53 and over minute session for Medicare clients and clients seen individually.
6. $15.87 per person per group session up to 90 minutes for each Medicare client seen in a group.

D. Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.

IV. Cost Settlement:

A. The Contractor’s Cost Report:

1. Is to be submitted annually by September 30th, shall include all services delivered through June 30th of that fiscal year.
2. Settlement to cost will be made through the submission and acceptance of this Cost Report in accordance with Federal Medicaid requirements and the approved Medicaid state plan and waivers.

B. The Cost Report shall be in the format and completed within the guidelines provided by December 31st 2018. Failure to comply with this deadline shall result in the suspension of payment of any reserves held under the terms of this Agreement, as well as payment of the current year Agreement funds.
C. Failure to complete cost report may result in termination of contract at the discretion of MCBHRS.
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Kazlin Infinite Care, LLC Agreement to Provide Residential Care Services for BH

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Kazlin Infinite Care, LLC to provide residential care facility services for County of Mariposa in an amount not to exceed $100,000; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate inpatient residential facilities. This Agreement will allow County of Mariposa Human Services to utilize the services of Kazlin Infinite Care, LLC at their Merced residential site in order to serve persons in mental health recovery.

Human Services wishes to engage the services of this provider because of the benefits of the nearby location. The clients who will be served through this Agreement require a lower level of care than a psychiatric inpatient bed but still need residential care before returning to the community.

Funding Source:
This item is funded primarily by Mental Health Realignment funds. The rates for this residential care facility are well below rates for a psychiatric inpatient hospital bed. Human Services projects staff cost savings for nearby placements that reduce the staff time needed to serve clients as compared to more distant hospitals.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has an existing Agreement with Kazlin Infinite Care, LLC, approved through Resolution Number 2017-347 on June 6, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, Human Services will be hindered in providing residential care to persons on the road to mental health recovery. When a crisis arises, costs for serving these persons may be driven up by not having a contract in place.

FINANCIAL IMPACT:
This contract will be paid within the Mental Health budget units. There will be no impact to the County General Fund.

ATTACHMENTS:
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 Kazlin Infinite Care, LLC, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2019 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform residential care 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 $100,000. The Contractor’s rates are listed in Exhibit B, “Cost Proposal.” The 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 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 $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

(4) Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of 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 coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

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

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

(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 and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the sole negligence or willful acts of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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. **ASSIGNMENT**

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

10. **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:**
Kazlin Infinite Care, LLC
3554 El Redondo Drive
Merced, CA 95348

**COUNTY:**
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

11. **COMPLIANCE**

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

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

13. **ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County of Mariposa Human Services Department. 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.

14. **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.

15. **TERMINATION AND RIGHTS UPON TERMINATION**

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 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.

16. **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.
17. **DISPUTES**

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

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

18. **CAPTIONS**

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

19. **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.

20. **MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

21. **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.

22. **COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. **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.

24. **CONTROLLING LAW**

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

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

26. 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.

27. NO RELIANCE ON REPRESENTATIONS

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

28. 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.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services 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 Agreement amendment 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

___________________________________
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

___________________________________
(Signature)

ATTEST:

___________________________________
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

___________________________________
Steven W. Dahlem
County Counsel
Kazlin Infinite Care, LLC is a licensed residential care facility for the elderly and clients in mental health recovery. It provides an elegant home-like atmosphere housing up to 6 residents. The staff is on hand for 24 hours, assisting residents with daily activities such as bathing, grooming, and other needs.

Kazlin Infinite Care, LLC 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.
Exhibit B
COST PROPOSAL

Kazlin Infinite Care, LLC Information

Minimum Cost: $ 2,500 shared room
Coverage Areas: Merced, California
Beds: 6

SHARED ROOM RATES PER LEVEL

<table>
<thead>
<tr>
<th>Levels of Care</th>
<th>Points</th>
<th>Daily Rate</th>
<th>30-day Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level One</td>
<td>0 to 7 points</td>
<td>83.34</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Level Two</td>
<td>8 to 22 points</td>
<td>91.67</td>
<td>$2,750.00</td>
</tr>
<tr>
<td>Level Three</td>
<td>23 to 42 points</td>
<td>100.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Level Four</td>
<td>43 to 63 points</td>
<td>108.34</td>
<td>$3,250.00</td>
</tr>
<tr>
<td>Level Five (hospice)</td>
<td>64 to 90 or more</td>
<td>116.67</td>
<td>$3,500.00</td>
</tr>
</tbody>
</table>

The above rates may fluctuate up to 10% based on the state approved rate in effect on the date of service.
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Budget Action to Balance Behavioral Health Budgets for FY17-18 Year End

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Transferring Funds within the Behavioral Health Budgets for Fiscal Year 17-18 Year End.

This Budget Action balances primarily the Extra Help line 02-01, along with small corrections to balance Overtime, Training, and Private Vehicle Use lines. The Extra Help line expenses were higher than anticipated because of staff added to cover vacancies.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In the normal course of business, the Department must request Budget Actions to balance the various Human Services funds to close out the Fiscal Year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If these budget actions are not approved, the Human Services Department will be unable to pay expenses and balance the budgets in the affected Behavioral Health funds FY17-18 Year End.

FINANCIAL IMPACT:
This Budget Action balances increases with decreases (cost savings) in other lines where expenses are under budget; therefore, it is cost neutral. There is no impact to the County General Fund.

ATTACHMENTS:
2018 End of the year BH Budget Action #1 (PDF)
## BUDGET ACTION FORM

<table>
<thead>
<tr>
<th>FUND</th>
<th>DEPT/DIV</th>
<th>ACCOUNT</th>
<th>DESCRIPTION</th>
<th>PROJECT</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>0402</td>
<td>622.02-01</td>
<td>EXTRA HELP</td>
<td>MH120</td>
<td>$40,979</td>
<td></td>
</tr>
<tr>
<td>001</td>
<td>0402</td>
<td>622.02-30</td>
<td>OVERTIME</td>
<td>MH120</td>
<td>$4,827</td>
<td></td>
</tr>
<tr>
<td>001</td>
<td>0402</td>
<td>622.02-35</td>
<td>LONGEVITY PAY</td>
<td>MH120</td>
<td></td>
<td>$275</td>
</tr>
<tr>
<td>001</td>
<td>0402</td>
<td>622.02-40</td>
<td>STAND BY/CALL BACK PAY</td>
<td>MH120</td>
<td>$355</td>
<td></td>
</tr>
<tr>
<td>001</td>
<td>0402</td>
<td>622.02-43</td>
<td>PERS INCENTIVES</td>
<td>MH120</td>
<td></td>
<td>$8,623</td>
</tr>
<tr>
<td>001</td>
<td>0402</td>
<td>622.04-18</td>
<td>PROFESSIONAL SERVICES</td>
<td>MH120</td>
<td></td>
<td>$37,263</td>
</tr>
<tr>
<td>001</td>
<td>0402</td>
<td>622.04-90</td>
<td>TRAINING &amp; SEMINARS</td>
<td>MH120</td>
<td></td>
<td>$2,800</td>
</tr>
<tr>
<td>001</td>
<td>0402</td>
<td>622.04-91</td>
<td>PRIVATE VEHICLE USE</td>
<td>MH120</td>
<td></td>
<td>$2,800</td>
</tr>
<tr>
<td>334</td>
<td>0527</td>
<td>943.03-19</td>
<td>CASH CAFETERIA PLAN</td>
<td></td>
<td></td>
<td>$580</td>
</tr>
<tr>
<td>334</td>
<td>0527</td>
<td>943.04-16</td>
<td>MISCELLANEOUS ENERGY EXP</td>
<td></td>
<td></td>
<td>$1,163</td>
</tr>
<tr>
<td>334</td>
<td>0527</td>
<td>943.04-91</td>
<td>PRIVATE VEHICLE USE</td>
<td></td>
<td></td>
<td>$583</td>
</tr>
<tr>
<td>410</td>
<td>0438</td>
<td>685.02-01</td>
<td>EXTRA HELP</td>
<td></td>
<td></td>
<td>$330</td>
</tr>
<tr>
<td>410</td>
<td>0438</td>
<td>685.04-37</td>
<td>PURCHASED SERVICES</td>
<td></td>
<td></td>
<td>$830</td>
</tr>
<tr>
<td>410</td>
<td>0438</td>
<td>685.04-90</td>
<td>TRAINING &amp; SEMINARS</td>
<td></td>
<td></td>
<td>$500</td>
</tr>
<tr>
<td>410</td>
<td>0439</td>
<td>686.01-38</td>
<td>STAFF SERVICE ANALYST</td>
<td></td>
<td></td>
<td>$1,369</td>
</tr>
<tr>
<td>410</td>
<td>0439</td>
<td>686.03-19</td>
<td>CASH/CAFETERIA PLAN</td>
<td></td>
<td></td>
<td>$2,884</td>
</tr>
<tr>
<td>410</td>
<td>0439</td>
<td>686.04-37</td>
<td>PURCHASED SERVICES</td>
<td></td>
<td></td>
<td>$7,021</td>
</tr>
<tr>
<td>410</td>
<td>0439</td>
<td>686.04-90</td>
<td>TRAINING &amp; SEMINARS</td>
<td></td>
<td></td>
<td>$2,360</td>
</tr>
<tr>
<td>410</td>
<td>0439</td>
<td>686.04-91</td>
<td>PRIVATE VEHICLE</td>
<td></td>
<td></td>
<td>$408</td>
</tr>
<tr>
<td>449</td>
<td>0524</td>
<td>797.02-30</td>
<td>OVERTIME</td>
<td></td>
<td></td>
<td>$5,687</td>
</tr>
<tr>
<td>449</td>
<td>0524</td>
<td>797.04-37</td>
<td>PURCHASED SERVICES-OTHER</td>
<td></td>
<td></td>
<td>$5,687</td>
</tr>
</tbody>
</table>

**TOTALS**

$63,662  $63,662

---

**TRANSFER BETWEEN FUNDS**

---

**TOTALS**

$0  $0

---

**ACTION REQUESTED:** (Check all that apply)

( ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies;

(X) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

**JUSTIFICATION:**

[Signature]

---

**DEPT HEAD SIGNATURE**  
**DATE**

**APPROVED BY RES NO.**  
**CLERK**  
**DATE**

---

**AUDITOR'S USE ONLY**

**BA #**

---

C:\EXCEL\BUDGET98\BUDCHGS\2018 End of the year BH Budget Action #1

Packet Pg. 141
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve the First Amendment with Wadell Corp. for Airport Consulting Services

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment with Wadell Corporation for Airport Consulting Services for an Additional Compensation of $154,266 for a Total Not-to-Exceed Amount of $317,893; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Airports operate in a complex regulatory environment and the Mariposa-Yosemite Airport benefits from specialized knowledge in the delivery of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant-funded projects including reviewing and revising the Airport Capital Improvement Plan, updating the Airport Layout Plan, and in the development of pavement projects planned for the next several years.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 14, 2016 Resolution 2016-285 the Board approved a five year agreement with Wadell Corporation for Consulting Services at the Mariposa/ Yosemite Airport. On March 15, 2016 Resolution 2016-128 the Board approve Public Works to accept proposals for On Call Consulting Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, Important consulting will cease at the Airport.

FINANCIAL IMPACT:
There is no financial impact to the County as these services are paid from Grant Resources.

ATTACHMENTS:
Wadell Corp 1st amd (PDF)
Wadell Corp 16-030 (PDF)
FIRST AMENDMENT TO AGREEMENT FOR AIRPORT CONSULTING SERVICES WITH WADELL ENGINEERING CORPORATION

THIS FIRST AMENDMENT TO AGREEMENT FOR AIRPORT CONSULTING SERVICES WITH WADELL ENGINEERING CORPORATION is made and entered into this ____ day of ________, 2018, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County”, and Wadell Engineering Corporation, hereinafter referred to as “Contractor”.

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 14, 2016, wherein Contractor agreed to provide Airport Consulting Services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

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

1. Paragraph 4.01, “COMPENSATION”, is hereby amended to provide that an additional One Hundred Fifty Four Thousand Two Hundred Twenty Six Dollars ($154,226) will be added to the original amount of One Hundred Sixty Three Thousand Six Hundred Sixty Seven Dollars ($163,667), making the total compensation paid to Contractor the not to exceed amount of Three Hundred Seventeen Thousand Eight Hundred Ninety Three Dollars ($317,893).

2. Except as herein amended, the agreement dated June 14, 2016 shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:

__________________________
Rosemarie Smallcombe, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Wadell Engineering Corporation

ATTEST:

__________________________
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

__________________________
STEVEN W. DAHLEM
County Counsel
EXHIBIT A
SCOPE OF WORK, SCHEDULE & COMPENSATION
MARIPOSA-YOSEMITE AIRPORT
DESIGN FOR
AIRFIELD CRACK REPAIR, SEALING & MARKING, AND APRON PAVEMENT REHABILITATION

SCOPE OF WORK

The project design was funded under FAA Grant 03-06-0147-013-2017. The design includes consultant design of (1) crack sealing & repair, slurry seal coat, and paint marking of the runway, taxiways, and aprons, (2) pavement rehabilitation of select portions of terminal apron, and (3) drainage improvements in the hangar taxi-lane areas, as described in the FAA grant application.

The Consultant services include field investigation, surveys, pavement coring investigations, preparation of design plans, technical specifications, general provisions, special provisions, estimates of probable construction costs, project design report, FAA 7460-1 form, construction closure and safety plan, contractor inquiry assistance during bidding, and assistance with FAA and State Aeronautics coordination as requested by the County.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design reports, a CD of the final work and 10 printed sets of the entire bid documents. Bid plans will be on Consultant title block in 11"x17" half size print format.

The Consultant and County are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The County will provide available base maps, previous topographic and geotechnical surveys, environmental reports, and clearances (if any), public advertisements, notices, and any additional printing of bid documents beyond the 10 Consultant furnished copies. The County will prepare SWPPP documents as required and provide to Consultant drainage discharge design details.

Consultant construction phase services are not included but may be negotiated as a contract amendment if desired by the County.

SCHEDULE OF SERVICES:

The schedule for submittal of plans and specifications for OWNER review and bidding is 150 calendar days after notice to proceed.

COMPENSATION:

OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum of one-hundred fifty-four thousand two hundred twenty-six dollars ($154,226.00) for the Design, Bid, and Award Phase. Construction Work Phase services will be determined and negotiated at a future date prior to construction. The lump sum compensation includes reimbursement for all labor, travel, lodging, meals, and supplies during the design phase.

END OF DOCUMENT (6-15-2018)
### APRON REHABILITATION & DRAINAGE
### AIRFIELD SEALING & MARKING
### MARIPOSA AIRPORT

#### FIRM: WADELL ENGINEERING CORPORATION

<table>
<thead>
<tr>
<th>PHASE 1: DESIGN &amp; BIDDING</th>
<th>PRINCIPAL AVIATION CONSULTANT</th>
<th>PROF. ENG/ARCH/PLAN REPRESENT</th>
<th>FIELD REPRESENT</th>
<th>COMPUTER DESIGNER</th>
<th>SECRETARY WORD PROCESSOR</th>
<th>TOTAL PERSON HOURS</th>
<th>TOTAL PERSON LABOR COST</th>
<th>TOTAL PERSON TRAVEL COST</th>
<th>TOTAL PERSON OUTSIDE SERVICES</th>
<th>TOTAL PERSON SHIPPING PRINTING</th>
<th>TOTAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TASK 1: FIELD INVESTIGATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 SITE VISITS/FIELD INVESTIGATION</td>
<td>12</td>
<td>0</td>
<td>12</td>
<td>0</td>
<td>0</td>
<td>24</td>
<td>4,800</td>
<td>684</td>
<td>-</td>
<td>-</td>
<td>$5,484</td>
</tr>
<tr>
<td>1.2 SURVEYS</td>
<td>2</td>
<td>0</td>
<td>48</td>
<td>0</td>
<td>0</td>
<td>50</td>
<td>7,700</td>
<td>2,820</td>
<td>-</td>
<td>-</td>
<td>$10,520</td>
</tr>
<tr>
<td>1.3 SOILS INVESTIGATION / TESTING</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>10</td>
<td>1,000</td>
<td>-</td>
<td>5,000</td>
<td>-</td>
<td>$6,000</td>
</tr>
<tr>
<td>1.4 DATA COMPILATION</td>
<td>0</td>
<td>12</td>
<td>0</td>
<td>12</td>
<td>12</td>
<td>36</td>
<td>1,800</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$1,800</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>18</td>
<td>60</td>
<td>12</td>
<td>0</td>
<td>90</td>
<td>512</td>
<td>15,300</td>
<td>3,504</td>
<td>5,000</td>
<td>-</td>
<td>$23,804</td>
</tr>
<tr>
<td><strong>TASK 2: PLANS PREPARATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>16</td>
<td>92</td>
<td>0</td>
<td>390</td>
<td>24</td>
<td>512</td>
<td>78,180</td>
<td>834</td>
<td>-</td>
<td>1,000</td>
<td>$80,014</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>16</td>
<td>92</td>
<td>0</td>
<td>390</td>
<td>24</td>
<td>512</td>
<td>78,180</td>
<td>834</td>
<td>-</td>
<td>1,000</td>
<td>$80,014</td>
</tr>
<tr>
<td><strong>TASK 3: SPECIFICATIONS AND COST ESTIMATES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1 SPECIFICATIONS</td>
<td>8</td>
<td>48</td>
<td>0</td>
<td>0</td>
<td>40</td>
<td>0</td>
<td>12,200</td>
<td>-</td>
<td>200</td>
<td>-</td>
<td>$12,400</td>
</tr>
<tr>
<td>3.2 COST ESTIMATES</td>
<td>4</td>
<td>18</td>
<td>0</td>
<td>24</td>
<td>0</td>
<td>0</td>
<td>7,400</td>
<td>-</td>
<td>-</td>
<td>50</td>
<td>$7,450</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>12</td>
<td>64</td>
<td>0</td>
<td>24</td>
<td>40</td>
<td>0</td>
<td>19,600</td>
<td>-</td>
<td>-</td>
<td>250</td>
<td>$19,850</td>
</tr>
<tr>
<td><strong>TASK 4: SPECIAL REPORTS / ANALYSES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1 FINAL DESIGN REPORT</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>8</td>
<td>16</td>
<td>32</td>
<td>3,920</td>
<td>-</td>
<td>-</td>
<td>100</td>
<td>$4,020</td>
</tr>
<tr>
<td>4.3 CONSTRUCTION CLOSURE AND SAFETY PLAN</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>8</td>
<td>4</td>
<td>16</td>
<td>2,380</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$2,380</td>
</tr>
<tr>
<td>4.4 CONSTRUCTION QUALITY CONTROL PLAN</td>
<td>16</td>
<td>0</td>
<td>0</td>
<td>8</td>
<td>8</td>
<td>32</td>
<td>5,560</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$5,560</td>
</tr>
<tr>
<td>4.5 PAVEMENT MAINTENANCE PLAN</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>10</td>
<td>10</td>
<td>1,280</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$1,280</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>30</td>
<td>0</td>
<td>0</td>
<td>28</td>
<td>32</td>
<td>90</td>
<td>13,140</td>
<td>-</td>
<td>-</td>
<td>100</td>
<td>$13,240</td>
</tr>
<tr>
<td><strong>TASK 5: COORDINATION AND MEETINGS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1 CLIENT &amp; TENANTS/USERS</td>
<td>24</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>24</td>
<td>0</td>
<td>6,000</td>
<td>964</td>
<td>-</td>
<td>-</td>
<td>$6,984</td>
</tr>
<tr>
<td>5.2 FAA</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
<td>0</td>
<td>2,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$2,000</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>32</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>32</td>
<td>0</td>
<td>8,000</td>
<td>964</td>
<td>-</td>
<td>-</td>
<td>$8,984</td>
</tr>
<tr>
<td><strong>TASK 6: BIDDING PHASE SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1 PREBID CONFERENCE &amp; PROJECT PRINTING</td>
<td>12</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>12</td>
<td>0</td>
<td>3,000</td>
<td>834</td>
<td>-</td>
<td>-</td>
<td>$3,834</td>
</tr>
<tr>
<td>6.2 BIDDER QUESTIONS / ANSWERS</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
<td>0</td>
<td>2,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$2,000</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>20</td>
<td>0</td>
<td>5,000</td>
<td>834</td>
<td>-</td>
<td>-</td>
<td>$5,834</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>128</td>
<td>156</td>
<td>60</td>
<td>444</td>
<td>96</td>
<td>744</td>
<td>139,220</td>
<td>6,156</td>
<td>5,000</td>
<td>-</td>
<td>$154,226</td>
</tr>
</tbody>
</table>

Attachment: Wadell Corp 1st amd (8358 : Approve the First Amendment with Wadell Corp. for Airport Consulting Services)
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 14th day of June, 2016 between:

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

and

CONTRACTOR: Wadell Engineering Corporation
Airport Planning-Engineering-Management Consultants
P.O. Box 117370
Burlingame, CA 94011-7370

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on June 14, 2016, and shall terminate on June 30, 2021, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

2.02 Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to perform the services as described on Exhibit "A" (A1: ALP Update and A2: PMMP) attached hereto. Request for qualification was done in April 2016. Additional services may be provided if requested by the County in accordance with the April 2016 Consultant Selection.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and

Revised 5/06/13
any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be monitored by the Public Works Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 **Method of Performing Services:** Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 **Employment of Assistants:** Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

**ARTICLE 4. COMPENSATION**

4.01 **Compensation:** In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of $163,667 for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services,  
or  
[x] Incremental payments based on the following schedule: 
Submittal of monthly invoices

**Funding Source:** Project assignments and acceptance of proposal by County and issuance of notification to proceed.

4.02 **Invoices:** Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.

4.03 **Date for Payment of Compensation:** County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 **Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

Revised 5/06/13
5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 Workers’ Compensation: During the term of this Agreement Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

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

Revised 5/06/13
any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.08 State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

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

5.09 Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

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

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

Revised 5/06/13
7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:  
Public Works

CONTRACTOR:  
Wadell Engineering Corporation

John Carrier, Chairman  6-16-16  
Mariposa County Board of Supervisors

(Attachment)  
5/30/16  
Date

APPROVED AS TO FORM:

STEVEN W. DAHLEM  6-16-16  
Date  
County Counsel

RENE LaROCHE  6-16-16  
Date

ATTEST:

Revised 5/06/13
EXHIBIT A
A1: SCOPE OF WORK, SCHEDULE & COMPENSATION
MARIPOSA-YOSEMITE AIRPORT
AIRPORT LAYOUT PLAN UPDATE, FAA EXHIBIT “A” PROPERTY MAP
AND AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP)
WITH NARRATIVE REPORT
5-3-2016

SCOPE OF WORK

The following work elements will be performed in accordance with applicable portions of FAA Standard Operating Procedures 2.00 and 3.00.

TASK 1 – DATA COLLECTION
OBJECTIVE: To establish a base of reference materials relevant to the Mariposa-Yosemite Airport.

DESCRIPTION: Obtain Basic Planning Data

Perform a site visit, meet with county staff and interested parties, collect existing reports and drawings, and review available data in county airport files.

OUTPUT: Base data for preparation of drawings.

TASK 2 - AERIAL PHOTOGRAPHY & MAPPING
OBJECTIVE: To use new AGIS mapping for Mariposa-Yosemite Airport planimetric base maps.


Develop updated base maps for the ALP at a scale of 1"=200’ with 2 foot contours, spot elevations and building heights. Mapping will be in NAD83 and NAVD88 with runway ends located to the nearest 0.01 second of latitude and longitude. The updated mapping will be obtained as part of the project.

OUTPUT: Photos and basemaps for airport layout and obstruction analysis in the RPZ to supplement existing mapping.

TASK 3 - AIRPORT LAYOUT PLAN & AIRSPACE PLAN
OBJECTIVE: To prepare airfield development layouts depicting current and future facilities, and airspace plan. The work will be performed in accordance with applicable portions of FAA Standard Operating Procedures 2.00.

DESCRIPTION: Airport Layout Plan (ALP)

The layout plan will depict initial and future airport facilities. Shown will be facility locations, clearances needed between aircraft operational surfaces and facilities, and dimensional information relating to FAA recommended standards. The layout plan includes a location map and outline of runway protection zones and approach areas with
information on the land usage beneath such areas. Identification of facilities no longer needed or scheduled to be phased out of existence is also a part of the layout plan.

Airport Airspace Drawing (AAD)
The AAD drawing supplements information on the layout plan. It provides profile information for runways and details the approach areas to indicate obstructions and other objects in, as well as ground elevations under the runway protection zones. The drawing shows approach surfaces to a point 5,000 beyond the primary surface. As a part of this drawing, the imaginary surfaces defined in FAR Part 77 and the areas thereunder are portrayed. Prepare the AAD for either the current or rotated runway alignment.

OUTPUT: Airport Layout Plan using planimetric mapping and photographic base.
Airport Airspace Drawing using USGS Base Maps.
Ten draft sets and one electronic set. Five final sets and one electronic set.

TASK 4 – EXHIBIT “A” AIRPORT PROPERTY MAP
OBJECTIVE: To prepare an airport property map based on available Owner furnished information.

DESCRIPTION: Exhibit “A” Airport Property Map

The Exhibit A will use the ALP as a base to present airport property ownership including fee title and aviation easements. The map will depict acquisitions by grant number and land included in the airport that has not been acquired with FAA funds. Future acquisitions will be illustrated with acreage and dimensions. The map will be based on Owner furnished current title reports and data including original transfer agreements and land releases and sales, if any. No field surveying will be performed by the Consultant. The work element will be performed in accordance with applicable portions of FAA Standard Operating Procedure 3.00.

OUTPUT: Exhibit “A” Airport Property Map depicting airport land interests.
Ten draft sets and one electronic set. Five final sets and one electronic set.

TASK 5 – CAPITAL IMPROVEMENT PROGRAM (ACIP)
OBJECTIVE: To establish a project listing and capital cost estimates for development of designated Mariposa-Yosemite Airport facilities.

DESCRIPTION: Prepare a 5 year capital improvement program listing with associated costs of development for each line item. Projects will be shown on the ALP. The services exclude environmental processing.

OUTPUT: List of capital improvement projects in an FAA ACIP format.

TASK 6 – COORDINATION & NARRATIVE REPORT
OBJECTIVE: To prepare a narrative report and coordinate with the FAA, State Aeronautics and Owner.

DESCRIPTION: Prepare a narrative report discussing the existing facilities and future needs, airport plans and capital programs to meet requirements.

Meet with county staff to coordinate the preparation of the Airport Layout Plan and ACIP program. Meet with the FAA to obtain comments and assist with approvals.

OUTPUT: Two (2) staff/committee meetings will be held to communicate the planning progress. Draft drawings will be used for the discussions. Narrative report document.
SCHEDULE
The work will commence upon receipt of an executed contract and notice to proceed. The work will be completed within 270 calendar days of receipt of county furnished data. The completion date excludes public and FAA review and comment periods.

COMPENSATION
The cost is a lump sum fixed price amount of one hundred thirty-six thousand eight-hundred eighty-nine dollars ($136,889.00). The compensation includes all labor, travel, supplies, printing, meals and other costs.
A2: SCOPE OF WORK, SCHEDULE & COMPENSATION
MARIPOSA-YOSEMITE AIRPORT
PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PMMP)
5-3-2016

SCOPE OF WORK
This scope of work includes an initial PMMP implementation for Mariposa-Yosemite Airport.

With the implementation of a new PMMP, the Airport will be able to certify that it has implemented an effective airport pavement maintenance management program and assure that they will use such a program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport with respect to projects approved after January 1, 1995.

Guidance regarding the background, purpose and overview of a PMMP is currently contained in FAA AC 150/5380-7B. The requirements for a PMMP are contained in Appendix A of FAA AC 150/5380-7B. The requirements for the PCN and allowable load computations are included in FAA AC 150/5335-5C, Standardized Method for Reporting Airport Pavement Strength – PCN, dated 8/14/2014.

The proposed PMMP project tasks include:
- Records Review
- Develop Network Layout Drawings
- Create PAVER Database and Prepare Computers for Inspection
- Conduct Pavement Condition Index (PCI) Surveys
- PCI Data Analysis and PAVER Customization
- Develop CIP Budget and Maintenance and Repair (M&R) Recommendations
- Prepare PMMP Reports

Software Platform

The Airport can meet FAA requirements by using the latest version of the PAVER software (Version 7.0 was just released in 2014) for the PCI analysis or use the FAA’s most recent version of PAVEAIR (Version 2.0) software. Since PAVEAIR is compatible with PAVER, the databases can easily be exported between each PMMP software. There are several pros and cons for each software that should be considered in the selection of PAVER or PAVEAIR. However, it is important to note that the FAA supports the use of both software programs; therefore, a system should be selected that will address the needs of Mariposa-Yosemite Airport for their airside, roadway and parking lot pavements.

Tasks for the PMMP Implementation

TASK 1 – CONDUCT RECORDS RESEARCH
During this task, WEC will review the construction history for all pavements that are included in the scope of work. This is very important information in the PMMP database since it establishes the Last Construction Date (LCD), which is used to develop pavement performance models. In the future, for structural analysis work, pavement cross section and aircraft fleet mix operations and traffic flow data must be collected and used for runway, taxiway, and apron sections in the PMMP database. The results from the records review will be used to prepare maps that reflect the section limits and the network layout definition for Mariposa-Yosemite Airport.
TASK 2 – PREPARE NETWORK LAYOUT DRAWINGS
After the records review is completed, the collected information will be used to verify the accuracy of the existing maps that divide the pavements at Mariposa-Yosemite Airport into branches (facilities), sections (features), and sample units, according to procedures outlined in the FAA Advisory Circular (AC) 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," and ASTM Standard D5340-12, "Standard Test Method for Airport Pavement Condition Index Surveys." The limits of each pavement section will be defined based on pavement type, pavement cross sections, age, and traffic activity. WEC will use GIS and GPS technology for PCI surveys of the Mariposa-Yosemite Airport pavements.

TASK 3 – CREATE PAVER DATABASE & PREPARE COMPUTERS FOR INSPECTION
After the drawings have been prepared, the PAVER database will be created to reflect airside pavement differences with regard to 1) section surface types, areas, and last construction dates (LCD); and 2) sample unit sizes and types for each section. WEC will use their handheld computers to collect the PCI distress data. These handheld devices are equipped with GIS software and GPS receivers that are used to provide an efficient pavement distress data collection methodology.

TASK 4 – CONDUCT PAVEMENT SURVEYS
WEC will use the FAA's PCI survey procedure to collect pavement distress data according to the ASTM D5340-12. The new network definition maps that were prepared from the records review will be considered preliminary until information is confirmed by PCI inspectors on site. Inspectors will verify dimensions, geometry, orientation, and shape of each pavement section and facility. In addition, they will confirm section boundaries where construction lines are visible and establish new boundaries where pavement conditions dictate. Network definition maps will be revised following the PCI inspections to reflect inspector notes and comments.

As defined in ASTM D5340-12, the sample unit size for asphalt concrete (AC) pavements is approximately 5,000 square feet and the sample unit size for Portland cement concrete (PCC) pavements is about 20 slabs.

For the visual inspection, WEC will field one two-person PCI team. Prior to arrival at Mariposa-Yosemite airport, WEC will notify the airport manager of the proposed inspection dates. The PCI survey team will monitor the appropriate UNICOM frequency.

Inspectors will work from airport network definition maps that designate the dimensions of sample units and specific sample units to be inspected. For the 2016 inspection, control will be established using the GPS capabilities of the handheld computers (e.g. PDATrimble units). The use of handheld computers, PAVER, WEC's Explorer software, and WEC's Inspector Mobile software eliminates the need for manual entry of the PCI distress data. At the end of the PCI distress data collection, WEC QC procedures requires the PCI Team leader to review the distress data that is collected by using Explorer to ensure the data is ready to be imported to PAVER. Inspector Mobile databases are continuously backed up at the end of each day's work as an additional precaution.
During the pavement inspection, a digital photo log will be maintained that shows typical distresses encountered during the survey. The physical location of the photos will be identified by airport, pavement facility (e.g. Runway 8-26), pavement section, and global positioning system (GPS) coordinates. All photos will be geo-referenced for use in the reports using the Ricoh cameras.

### PCC Sampling Rate

<table>
<thead>
<tr>
<th>Total Number Of Samples</th>
<th>Sample Units Inspected</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3</td>
<td>All</td>
</tr>
<tr>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>5-7</td>
<td>5</td>
</tr>
<tr>
<td>8-10</td>
<td>6</td>
</tr>
<tr>
<td>11-16</td>
<td>8</td>
</tr>
<tr>
<td>17-28</td>
<td>10</td>
</tr>
<tr>
<td>29-64</td>
<td>13</td>
</tr>
<tr>
<td>65-90</td>
<td>14</td>
</tr>
<tr>
<td>Over 100</td>
<td>20%, but less than 32</td>
</tr>
</tbody>
</table>

### AC Sampling Rate

<table>
<thead>
<tr>
<th>Total Number Of Samples</th>
<th>Sample Units Inspected</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2-3</td>
<td>2</td>
</tr>
<tr>
<td>4-9</td>
<td>4</td>
</tr>
<tr>
<td>10-40</td>
<td>6</td>
</tr>
<tr>
<td>&gt; 40</td>
<td>15 percent, but &lt; 17</td>
</tr>
</tbody>
</table>

### TASK 5 - PCI DATA ANALYSIS AND PAVER CUSTOMIZATION

The PCI distress data will be uploaded to PAVER by importing the data from Inspector Mobile to PAVER by using APMS Explorer. After the data are imported, a global PCI re-calculation is conducted to produce current PCI values for each pavement section. The PCI results are checked to ensure that the results are reasonable and that standard deviations are acceptable for the network-level surveys.
After the new PCI values have been computed, the performance modeling tool in PAVER will be used to develop performance models in the Mariposa-Yosemite Airport’s PAVER database. After this analysis is complete, the database will be customized to reflect the localized maintenance procedures that are recommended for the airport. In addition, unit costs for maintenance work and Major pavement M&R will be included in the PAVER customization tables.

**TASK 6 – DEVELOP CIP BUDGET AND M&R RECOMMENDATIONS**

WEC will develop a multi-year Capital Improvement Program (CIP) that includes realistic types of projects (e.g. mill and overlay of specific thickness, reconstruction with AC or PCC, etc.). Each project will be discussed through a working group meeting between the Airport and WEC to address all components of a project’s cost, constructability, traffic operations and flow, and reliability. Once a 5-year CIP and maintenance plan are developed and approved by the Airport and WEC, we will conduct a 10-year analysis using PAVER so that consequences of the 5-year CIP implementation can be fully understood by the Airport.

In addition to the CIP work (e.g. Major M&R) that is developed for Mariposa-Yosemite, a program will be developed for preservation and maintenance policies for “Preventive” repairs (localized repairs that occur when the PCI is above the critical PCI) and “Stop Gap” repairs (localized repairs that occur when the PCI is below the critical PCI) for Mariposa-Yosemite Airport. The scope and budget for this work will be based on the maintenance policies and unit costs that were developed during PAVER customization in Task 5.

**TASK 7 - PREPARE PMMP REPORT**

WEC will prepare draft and final reports that provide a summary of the work that has been completed in Tasks 1 through 6. The report will include several GIS maps that summarize the functional condition of the airside pavements. In addition, a GIS map will be prepared that summarizes the 5-year CIP work at the Airport. PAVER reports will be included in the appendices of the report that provides additional data regarding the airside pavement inventory and PCI values. PAVER will NOT be purchased and installed for Mariposa-Yosemite Airport.

**SCHEDULE**

The work will commence upon receipt of an executed contract and notice to proceed. The work will be completed within 270 calendar days of receipt of county furnished data. The completion date excludes public and FAA review and comment periods.

**COMPENSATION**

The cost is a lump sum fixed price amount of twenty-six thousand seven hundred seventy-eight dollars ($26,778.00). The compensation includes all labor, travel, supplies, printing, meals and other costs.

**END OF EXHIBIT A (5-3-2016)**
FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

All references made herein to "contractor", "bidder", and "offeror" shall pertain to the architect/engineer (A/E). All references made herein to "subcontractor" shall pertain to any and all subconsultants under contract with the A/E.

All references made herein to "sponsor" shall pertain to the state, city, airport authority or other public entity executing the contract with the A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.326, 2 CFR § 200.333

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.
CIVIL RIGHTS – TITLE VI ASSURANCES

1) Title VI Solicitation Notice

Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

The [Name of Sponsor], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

a) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b) Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

d) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
i. Withholding payments to the contractor under the contract until the contractor complies; and/or

ii. Cancelling, terminating, or suspending a contract, in whole or in part.

f) **Incorporation of Provisions**: The contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3) **Title VI List of Pertinent Nondiscrimination Authorities**

Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
• The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE
Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II(F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.
TRADE RESTRICTION CLAUSE

Reference: 49 CFR part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TEXTING WHEN DRIVING

(References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA
encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN’S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II(B)

a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

References: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.
PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

BREACH OF CONTRACT TERMS

Reference 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

References: 49 CFR § 18.36(i)(12) and 2 CFR § 200 Appendix II(G)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.
In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.
RESOLUTION - ACTION REQUESTED
MEETING: July 17, 2018
TO: The Board of Supervisors
FROM: Mike Healy, Public Works Director
RE: Approve the Agreement with ARAMARK for Uniform Laundry and Janitorial Supplies ($98,346)

RECOMMENDATION AND JUSTIFICATION:
Approve the Agreement with ARAMARK for Uniform Laundry and Janitorial Supplies ($98,346) through June 30, 2021; and authorize the Board of Supervisors Chair to sign the Agreement.

The current three-year contract with ARAMARK is due to expire June 30, 2018. In the interest of maintaining the County's business, ARAMARK has agreed to keep their pricing the same as the current contract. The Public Works Department has been satisfied with the performance levels provided by ARAMARK.

Under the terms of this agreement the County retains the right to cancel this agreement upon issuance of a 30 day termination notice.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Other County contracts, including the one with ARAMARK, have been extended based on vendor performance and the Department's recommendation upon Board review and approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action to the Agreement would require and extension of the original agreement while the Department conducted competitive bidding. While competitively bidding a contract is usually in the County's best interest, it is believed that in the last six years since this contract was bid, industry costs have risen and would, therefore, be reflected in bids received. ARAMARK has agreed to hold its pricing from six years ago, the County is assured there will be no rise in the prices currently being paid.

FINANCIAL IMPACT:
There is no financial impact to this action as funds have been appropriated for these purposes.

ATTACHMENTS:
Aramark 18-066 (PDF)
AGREEMENT FOR UNIFORM LAUNDRY AND JANITORIAL SUPPLIES WITH ARAMARK

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ______, 2018, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Aramark a ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1.  TERM

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2.  SERVICES

Contractor shall perform laundry and janitorial supplies 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 $98,346. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The 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 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 $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit
shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

Note: Not required if Contractor provides written verification it has no employees.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of 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 coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

(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 and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from sole negligence or willful acts of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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. ASSIGNMENT

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

10. 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:  
Aramark  
333 N. Sabre Dr.  
Fresno, CA. 93727

COUNTY:  
Mariposa County Public Works  
4639 Ben Hur R d.  
Mariposa, CA. 95338  
209.966.5356

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works and Transportation. 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.

14. 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.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 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.
16. **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.

17. **DISPUTES**

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

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

18. **CAPTIONS**

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

19. **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.

20. **MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

21. **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.

22. **COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. **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.
24. **CONTROLLING LAW**

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

25. **AUTHORITY**

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

26. **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.

27. **NO RELIANCE ON REPRESENTATIONS**

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

28. **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.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services 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 Agreement amendment to Contractor to reflect the reduced amount.

**Funding Source:**

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

**COUNTY OF MARIPOSA**

**CONTRACTOR**

Rosemarie Smallcombe, Chair
Board of Supervisors

Aramark

ATTEST:

**APPROVED AS TO FORM:**

Rene LaRoche
Clerk of the Board

Steven W. Dahlem
County Counsel
EXHIBIT "A"

COUNTY OF MARIPosa  
Department of Public Works  

Uniform Rental, Laundry Supplies & Related Services Bid PWD 12-01  

Thank you for allowing Aramark Uniform Services to bid your account. I will personally guarantee the type of service you have come to expect from this professional rental maintenance company. Prices are as follows:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Piece Rate</th>
<th>Replacement Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cotton Coveralls</td>
<td>$0.38</td>
<td>$18.00</td>
</tr>
<tr>
<td>Cotton Pants</td>
<td>$0.19</td>
<td>$10.00</td>
</tr>
<tr>
<td>Cotton Shirts</td>
<td>$0.18</td>
<td>$10.50</td>
</tr>
<tr>
<td>D/C Pants</td>
<td>$0.15</td>
<td>$6.50</td>
</tr>
<tr>
<td>D/C Shirts</td>
<td>$0.15</td>
<td>$7.00</td>
</tr>
<tr>
<td>D/C Coveralls</td>
<td>$0.30</td>
<td>$13.00</td>
</tr>
<tr>
<td>Rental Jackets</td>
<td>$0.75</td>
<td>$35.00</td>
</tr>
<tr>
<td>Xtra Suit</td>
<td>$1.00</td>
<td></td>
</tr>
<tr>
<td>Special Size</td>
<td>$1.00</td>
<td></td>
</tr>
<tr>
<td>Name Tags</td>
<td>$1.00</td>
<td></td>
</tr>
<tr>
<td>Prep Charge</td>
<td>$0.50</td>
<td></td>
</tr>
<tr>
<td>County Emblems</td>
<td>$2.25</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Piece Rate</th>
<th>Replacement Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>36x6 Mats</td>
<td>$0.46</td>
<td>$25.00</td>
</tr>
<tr>
<td>Scraper Mats 3x6</td>
<td>$0.385</td>
<td>$55.00</td>
</tr>
<tr>
<td>Dynalast 3x6</td>
<td>$0.385</td>
<td>$55.00</td>
</tr>
<tr>
<td>4x8 Mats</td>
<td>$0.15</td>
<td>$45.00</td>
</tr>
<tr>
<td>3x10 Mats</td>
<td>$1.45</td>
<td>$55.00</td>
</tr>
<tr>
<td>4x 8 Steady Step Mats</td>
<td>$1.40</td>
<td>$65.00</td>
</tr>
<tr>
<td>3x10 Steady Step Mats</td>
<td>$1.85</td>
<td>$85.00</td>
</tr>
<tr>
<td>3 x 6 Coffee Mats</td>
<td>$1.50</td>
<td>$40.00</td>
</tr>
<tr>
<td>3x6 Welcome Mats</td>
<td>$0.55</td>
<td>$25.00</td>
</tr>
<tr>
<td>4x6 Welcome Mats</td>
<td>$0.85</td>
<td>$49.00</td>
</tr>
<tr>
<td>Air Freshener &amp; Dispenser</td>
<td>$2.65 N/C</td>
<td></td>
</tr>
<tr>
<td>Roll Towel Cabinets</td>
<td>N/C</td>
<td>$35.00</td>
</tr>
<tr>
<td>Continuous Roll Towels</td>
<td>$1.00</td>
<td>$19.00</td>
</tr>
<tr>
<td>Dusters</td>
<td>$0.26</td>
<td>$4.50</td>
</tr>
<tr>
<td>Fender Covers</td>
<td>$0.35</td>
<td>$6.00</td>
</tr>
<tr>
<td>Glass Towels ~ Large</td>
<td>$0.04</td>
<td>$0.75</td>
</tr>
<tr>
<td>Huck Hand Towels</td>
<td>$0.05</td>
<td>$0.75</td>
</tr>
<tr>
<td>Liquid Soap</td>
<td>$2.00 N/A</td>
<td></td>
</tr>
<tr>
<td>24&quot; Unframed BBTLRD Red Mats</td>
<td>$0.35</td>
<td>$9.00</td>
</tr>
<tr>
<td>36&quot; Unframed BBTLRD Red Mats</td>
<td>$0.45</td>
<td>$11.00</td>
</tr>
<tr>
<td>Wet Mops</td>
<td>$0.85</td>
<td>$8.00</td>
</tr>
<tr>
<td>Mop Tool</td>
<td>N/C</td>
<td>$15.00</td>
</tr>
<tr>
<td>Dust Mop Tool</td>
<td>N/C</td>
<td>$12.00</td>
</tr>
<tr>
<td>Yellow B-grade Bath Towel</td>
<td>$0.18</td>
<td>$2.50</td>
</tr>
<tr>
<td>Red 10x16 Shop Towels</td>
<td>$0.03</td>
<td>$0.20</td>
</tr>
<tr>
<td>White 18x16 shop Towels</td>
<td>$0.03</td>
<td>$0.20</td>
</tr>
<tr>
<td>Soap Dispensers</td>
<td>N/C</td>
<td>$25.00</td>
</tr>
<tr>
<td>Soft Lockers</td>
<td>N/C</td>
<td>$325.00</td>
</tr>
<tr>
<td>Tissue Compact ~ White</td>
<td>$1.50 N/A</td>
<td></td>
</tr>
<tr>
<td>Towel Dispensers</td>
<td>N/C</td>
<td>$18.00</td>
</tr>
<tr>
<td>Coverall HCG</td>
<td>3.75</td>
<td></td>
</tr>
</tbody>
</table>

Service Charge 3% Per invoice

We believe you will find our service everything that it is represented to be, and we look forward to a continued successful business relationship with you.

Paid
District Manager
### CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY):** 06/20/2018

**PRODUCER:** Willis of Pennsylvania, Inc.
- e/o 26 Century Blvd
- P.O. Box 305191
- Nashville, TN 37203-1911 USA

**INSURED:** Aramark Uniforms & Career Apparel, LLC

**COVERAGES: CERTIFICATE NUMBER:** WES556653

**REVISION NUMBER:**

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).

**INSURER A:** ACS American Insurance Company 22667
**INSURER B:** Indemnity Insurance Company of North America 43578
**INSURER C:**
**INSURER D:**
**INSURER E:**
**INSURER F:**

<table>
<thead>
<tr>
<th>INSURED BUSINESS</th>
<th>TYPE OF INSURANCE</th>
<th>EXCEPTED</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X OCCUR</td>
</tr>
<tr>
<td></td>
<td>LIQUOR LIABILITY</td>
<td>X OCCUR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>VENDOR LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GENL AGGREGATE LIMIT APPLIES PER</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OTHERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BUSINESS LIABILITY</td>
<td>AUTO OWNED</td>
<td></td>
</tr>
<tr>
<td></td>
<td>AUTO ONLY</td>
<td>SCHEDULED AUTOS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NON-OWNED AUTO</td>
<td>NON-OWNED AUTOS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>OPERATIONS</td>
<td>CLAIM-MADE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td>OCCUR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NON-OWNED</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>RETENTION</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>ANY PERSON OR PARTNER/EXECUTIVE OFFICER/INSURED</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY PERSON OR PARTNER/EXECUTIVE OFFICER/INSURED</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>NAR 6641267A</td>
<td>10/01/2018</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES** (ACORD 181, additional forms provided by the insurer, may be attached if more space is required)

General Liability and Auto Liability policies are non-cancellable. Workers' Compensation policies are non-cancellable. Policies are non-cancelable.

County, its officers, employees, volunteers, and agents are included as additional insureds per policy terms and conditions.

**CERTIFICATE HOLDER**
- Mariposa County
- 4639 Ben Hur Rd
- Mariposa, CA 95338

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

© 1998-2018 ACORD CORPORATION. All rights reserved.
**AGENCY CUSTOMER ID:**

**LOC #:**

---

**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAME OF INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willis of Pennsylvania, Inc.</td>
<td>Aramark Uniform &amp; Career Apparel, LLC</td>
</tr>
</tbody>
</table>

**POLICY NUMBER**

See Page 1

**CARRIER**

See Page 1

---

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability Insurance

Above insurance is Primary and Non-Contributory to any other insurance as respects the liability arising out of Aramark's negligent act or omission.
AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

<table>
<thead>
<tr>
<th>Policy Symbol</th>
<th>Policy Number</th>
<th>Policy Period</th>
<th>Effective Date of Endorsement</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISA</td>
<td>H08050805</td>
<td>10/01/2017 TO 10/01/2018</td>
<td></td>
</tr>
</tbody>
</table>

Issued by (Name of Insurance Company)
ACE American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.

2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.

3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

Authorized Representative

DA-0204a (08/14)
6. Transfer of Rights of Recovery Against Others to Us.

If an insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. However, where the Named Insured does not own, operate or control the insured, this condition will only require a reasonable attempt by the Named Insured to fulfill the condition. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive the right of recovery by reason of any liability incurred under this policy where you are required by an "insured contract" or where requested by the Corporate Risk Management Department of the first Named Insured in writing to waive such right of recovery.

Recovery shall include subrogation, contribution, indemnification and defense.

9. When We do not Renew

If we decide not to renew this policy, we will provide to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 120 days before the expiration date.

In the event of non-renewal, we will send written notice by certified or registered mail to the Senior Vice President of Global Risk Management of the first Named Insured at the address shown in this policy.

10. Cancellation

This policy cannot be canceled except for non-payment of premium. Cancellation means termination of the policy at any time prior to the expiration date, by either party.

In the event of non-payment of premium, this policy may be canceled by us by sending written notice by certified or registered mail to the Senior Vice President of Global Risk Management of the first Named Insured at the address shown in this policy, stating when not less than 15 days thereafter such cancellation shall be effective.

11. In Rem

With respect to watercraft, it is agreed that any "occurrence" otherwise covered by the policy resulting in an action "in Rem" by liability of any vessel owned, chartered, maintained or used by the insured shall in all respects be treated in the same manner as though the action resulting therefrom was "In Personam" against the insured.

SECTION V. DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses through publishing, broadcasting, telecasting or other means of communication:

   a. Oral or written publication of material that slanders, defames, disparages or libels a person or organization's goods, products or services;

   b. Oral or written publication of material that violates a person's right of privacy;

MS-13815 10/16 Page 17 of 23
EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Issued by
Aramark Services, Inc.

Policy Number
H90095629

Ser.

10

Issued By
ACE American Insurance Company

Effective Date of Endorsement
1/01/2017 to 10/01/2016

Endorsement Number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTOMOBILE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS GENERAL LIABILITY POLICY
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

A. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than nonpayment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

Authorized Representative

ALL-10817a (06/14)

©Chubb, 2015. All rights reserved.
EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Paragraphs A. and B. below apply to all States shown in item 3.A. of the Information Page except as indicated below.

A. EARLIER NOTICE OF CANCELLATION

For any statutory permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than nonpayment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 60 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

State Exceptions

ARIZONA  Not applicable - Paragraph A
NEW JERSEY  Not applicable
WISCONSIN  Not applicable
## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

<table>
<thead>
<tr>
<th>Name of Insured</th>
<th>Aramark Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Number</td>
<td>G27887540</td>
</tr>
<tr>
<td>Policy Period</td>
<td>10/01/2017 to 10/01/2018</td>
</tr>
<tr>
<td>Effective Date of Endorsement</td>
<td></td>
</tr>
</tbody>
</table>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

### SCHEDULE

Name of Person or Organization

1) Any person, organization or entity for whose protection and benefit the Named Insured has or shall have, by contract or agreement, agreed to procure liability Insurance; or

2) Any person, organization or entity designated as an additional Insured by a Certificate of Insurance.

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person, organization or entity shown in the Schedule above, but only with respect to liability arising out of the Named Insured's operations or work performed by the Named Insured or others acting on the Named Insured's behalf, or premises owned, managed or controlled by or rented to the Named Insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additionally, the coverage provided to the additional insured shall not exceed, and is limited by, the scope of coverage that the Named Insured has agreed by contract or agreement to procure for the Additional Insured.

This endorsement is issued by the Company designated in the Declarations.

All other provisions of the policy remain unchanged.

---

©Chubb 2010. All rights reserved.
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with Thunder Ridge for Fish Camp Snow Removal

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Thunder Ridge to Provide Snow Removal in Fish Camp and the Fish Camp Fire Station in the Not-To-Exceed Amount of $40,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The cost for the 2018-19 snow season is $100 per hour for snow blading and $145 for snow blowing and sanding.

Through a Contract for Services Thunder Ridge has been providing snow removal services in the Fish Camp area for the past several years. They have reliable equipment and have been very conscientious in their efforts to remove snow in a timely manner and thereby avoiding citizen complaints.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved contracts with this vendor for snow removal services in the Fish Camp area.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
None approval of this agreement would require the Public Works Department to find an alternative source for snow removal in the Fish Camp area.

FINANCIAL IMPACT:
Funding is allocated in the Road Fund -- 300-0301-581-0437 (Snow Plowing) $40,000

ATTACHMENTS:
Thunder Ridge 18-068 (PDF)
AGREEMENT FOR SNOW REMOVAL IN THE FISHCAMP AREA

THIS AGREEMENT ("Agreement") is made and entered into this blank day of blank, 2018 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Thunder Ridge, a ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2019 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Snow Removal in the Fishcamp Area 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 $40,000. The Contractor’s hourly rates are listed in Exhibit B, "Cost Proposal." The 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 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 $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit
shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

*Note: Not required if Contractor provides written verification it has no employees.*

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

B. **OTHER INSURANCE PROVISIONS**

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of 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 coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

(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

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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. **ASSIGNMENT**

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

10. **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:**
Thunder Ridge  
P.O. Box 160  
Fishcamp, CA. 93623-0160  
559-676-8276

**COUNTY:**
Mariposa County  
Public Works  
4639 Ben Hur Rd,  
Mariposa, CA. 95338

11. **COMPLIANCE**

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

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. 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.

14. 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.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 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.

16. 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.
17. DISPUTES

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

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

18. CAPTIONS

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

19. 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.

20. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

21. 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.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. 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.

24. CONTROLLING LAW

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

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

26. **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.

27. **NO RELIANCE ON REPRESENTATIONS**

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

28. **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.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services 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 Agreement amendment to Contractor to reflect the reduced amount.

Funding Source: 300-0301-581-0437

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

COUNTY OF MARIPosa

Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:

Rene LaRoche
Clerk of the Board

CONTRACTOR

Donn Harter

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel
July 2, 2018

Attn: Jean Dordan, Administrative Assistant
Department of Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338

Re: 2018-2019 Snow Removal

Exhibit A, Scope of Work:

This includes the following during the snow season from October through April on County roads:
- Snow removal by blade and blower
- Downed tree removal from roadways
- Removal of any rock or mudslides
- Sanding when necessary

Exhibit B, Cost Proposal:

Blading and back hoe @ $100 per hour
Blowing @ $145 per hour

The total for all equipment use shall not exceed $40,000 for the snow season.

It is impossible determine the amount for the season (except “no to exceed”) since the cost depends on the amount of snowfall, frequency, and duration during the season.

Respectfully Submitted,

[Signature]

Donn Harter
Thunder Ridge Co.
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: 2018 Labor Day Fair Parade

RECOMMENDATION AND JUSTIFICATION:
Declare the September 1, 2018, Labor Day Parade a County Sponsored Event; approve issuance of a County insurance certificate to Caltrans; approve the application for a Cal Trans Encroachment Permit in support of closing Highway 140 from 11:00 AM to 12:30 PM, between Highway 49 North and Highway 49 South, on Saturday, September 1, 2018; and authorize the Board of Supervisors Chair to sign the letter and encroachment permit documenting the Board’s support and approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has traditionally supported the annual Labor Day Parade.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Cal Trans will likely deny the Encroachment Permit Application and endanger the traditional Labor Day Parade.

ATTACHMENTS:
2018 CHP Letter (PDF)
2018 letter to caltrans (PDF)
2018 CalTrans EP Std._E.P._Application (PDF)
2018 PWD Encroachment Permit (PDF)
MARIPOSA LABOR DAY PARADE 2018 Front (DOCX)
MARIPOSA LABOR DAY PARADE 2018 Back (DOCX)
Parade Reminder 2018 (DOC)
Parade Map (PDF)
July 3, 2018

File No.: 455.13243.A16737, Labor Day Parade

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa office of the California Highway Patrol has received and reviewed an application for the Labor Day Parade. This event is scheduled for September 1, 2018 from 11AM-12:30PM. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees to prevent any vehicles from parking or interfacing with traffic on SR 140. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 356-2900.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there are any problems obtaining Cal Trans encroachment permit please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact Sergeant Anthony Lassos at (209) 966-3656.

Sincerely,

R.A. Lindgren, Lieutenant
Commander
Mariposa Area
July 17, 2018

Mr. Bob Gill
Department of Transportation District 10
PO Box 2048
Stockton California 95201

Dear Mr. Gill,

On July 17, 2018, the Mariposa County Board of Supervisors adopted a Resolution approving the detour of traffic from state routes to Mariposa County roadways on September 1, 2018 for the duration of the “Labor Day Fair Parade” that is sponsored by Mariposa County and the Mariposa Lions Club.

Mariposa County agrees to hold Cal Trans and the State of California harmless for any damages to county roadways as a result of the detour.

Thank you for your consideration in this matter.

Sincerely,

Rosemarie Smallcombe
Chair, Mariposa County Board of Supervisors

cc: Board of Supervisors
Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY
   Mariposa County
2. ROUTE
   140
3. POSTMILE

4. ADDRESS OR STREET NAME
   5100 Bullion Street
5. CITY
   Mariposa
6. CROSS STREET (Distance and direction from project site)
   Hwy 140
7. PORTION OF RIGHT-OF-WAY
   DATE OF SIMPLEX STAMP

8. WORK TO BE PERFORMED BY
   - OWN FORCES
   - CONTRACTOR
9. ESTIMATED START DATE
   September 1, 2018
10. ESTIMATED COMPLETION DATE
    September 1, 2018

11. EXCAVATION
    MAX. DEPTH
    AVG. DEPTH
    AVG. WIDTH
    LENGTH
    SURFACE TYPE

12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY
    FUNDING SOURCE(S)
    - FEDERAL
    - STATE
    - LOCAL
    - PRIVATE

13. PIPES
    PRODUCT TYPE
    DIAMETER
    VOLTAGE/PSIG

14. CALTRANS’ PROJECT CODE (ID)

15. Double Permit
    Parent Permit Number
    Applicant’s Reference Number / Utility Work Order Number

16. Have your plans been reviewed by another Caltrans branch?
    - NO
    - YES (If "YES")
    Who?

17. Completely describe work to be done within STATE Highway right-of-way:

   Detour Traffic on Hwy 140 between HWY 49 North and HWY 49 South in the Town of Mariposa on September 1, 2018 10:50 am - 12:30 PM for the annual Labor Day Fair Parade.

18. Is a City, County or other public agency involved in the approval of this project?
    - YES (If "YES", check type of project AND attach environmental documentation and conditions of approval)
      - COMMERCIAL DEVELOPMENT
      - BUILDING
      - GRADING
      - OTHER
    - NO (If "NO", please check the category below which best describes the project AND answer questions A - K on page 2)
      - DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING
      - PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS
      - FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS
      - OTHER

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
The following questions must be completed when a City, County or other public agency is not involved in the approval of this project.

Your answers to these questions will assist Departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant’s responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Please answer these questions to the best of your ability. Provide a description of any “YES” answers (type, name, number, etc.)

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?  
NO

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or State Highway right-of-way? 
NO

C. Is the proposed project located within five miles of the coast line? 
NO

D. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)? 
NO

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public? 
NO

F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way? 
NO

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way? 
NO

H. Will the proposed project impact access to any businesses or residences? 
NO

I. Will the proposed project impact any existing public utilities or public services? 
NO

J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings? 
NO

K. Will new lighting be constructed within or adjacent to State Highway right-of-way? 
NO

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?  
YES ☑ NO

(If “YES”, provide a description)

20. Is this project on an existing State Highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building?  
YES ☑ NO (If “YES”, provide a description)

21. Is work being done on the applicant’s property?  
YES ☑ NO (If “YES”, attach 6 complete sets of site and grading plans.)

22. Will the proposed project require the disturbance of soil?  
YES ☑ NO

If “YES”, estimate the area within State Highway right-of-way in square feet AND acres: ____________ (ft²) AND ____________ (acres) estimate the area outside of State Highway right-of-way in square feet AND acres: ____________ (ft²) AND ____________ (acres)

23. Will the proposed project require dewatering?  
YES ☑ NO

If “YES”, estimate total gallons AND gallons/month. ____________ (gallons) AND ____________ (gallons/month)

SOURCE*: STORM WATER ☐ NON-STORM WATER ☐


24. How will any storm water or ground water be disposed of from within or near the limits of the proposed project?  
☐ Storm Drain System ☐ Combined Sewer / Storm System ☐ Storm Water Retention Basin

☐ Other (explain): ____________
PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with the California Department of Transportation’s (Department) rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnities) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys’ fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnities, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnities. The Applicant, however, shall not be obligated to indemnify Indemnities for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

An encroachment permit is not a property right and does not transfer with the property to a new owner.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990: All work within State Highway right-of-way shall be conducted in compliance with all applicable Federal, State and Local Access laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-Of-Way Guidelines (PROWG), the Department’s current Design Information Bulletin 82, “Pedestrian Accessibility Guidelines for Highway Projects”, the Department’s Encroachment Permits Manual and encroachment permit.

DISCHARGES OF STORM WATER AND NON-STORM WATER: All work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department, to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Department's NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department’s Construction Website at:

http://www.dot.ca.gov/hq/construc/stormwater

25. NAME OF APPLICANT OR ORGANIZATION
Mariposa County

26. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #25)
Rosemarie Smallcombe

27. NAME OF BILLING CONTACT (Same as #25 ☐ Same as #26 ☐)

28. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT
Rosemarie Smallcombe

31. DATE
6/26/18
TO: PUBLIC WORKS DEPARTMENT        DATE: __6/26/18__  BUILDING PERMIT: __N/A______
4639 BEN HUR ROAD
MARIPOSA, CA 95338

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON _BULLION ST._ ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY).

1. ____ DRIVEWAY  2. ____ NEW BUILDING/HOME
   _x_ ROAD CROSSING  ____ REMODEL EXISTING
   ____ WATER PIPE, CULVERT, ETC.  ____ NEW MAILBOX
   ____ LDA ROAD  ____ OTHER (EXPLAIN BELOW)

3. DRIVING INSTRUCTION FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

__ON SEPTEMBER 2, 2016 THE COUNTY WILL HOLD THE ANNUAL LABOR DAY PARADE BETWEEN 11 AM AND 12:30 PM. HWY 140 WILL BE CLOSED TO TRAFFIC DURING THAT TIME. THIS REQUIRES A DETOUR ON 3RD TO BULLION TO JONES. THE CALTRANS ENCROACHMENT PERMIT IS SUBMITTED FOR THE HWY 140 CLOSEURE. ASSISTANCE FROM THE PUBLIC WORKS ROADS DIVISION IS REQUIRED FOR DEPLOYMENT OF BARACADES, CONES AND NO PARKING SIGNS.

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.
   _x_ MAP ATTACHED.

5. ASSESSOR’S PARCEL NUMBER: __N/A___________________

6. ADDRESS OF PARCEL: ______________N/A___________________

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT WITH THE PINK CARD PROVIDED AND/OR NEW MAILBOX LOCATION WITH THE GREEN CARD PROVIDED.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.______________     __Keith Williams (Lion’s Club)______
OWNERS NAME (Please print)

DATE ISSUED_____________

SIGNATURE OF OWNER/APPLICANT

PO BOX 801
OWNERS MAILING ADDRESS
MARIPOSA CA 95338
CITY STATE ZIP
966 2621 PHONE NUMBER
MARIPOSA LABOR DAY - FAIR PARADE

September 1, 2018

P.O. BOX 801, MARIPOSA, CA 95338 phone contact Oralee at 966-2740

1. Parade category________________________refer to category on reverse of this form.

2. Name__________________________Telephone________________________

3. Address and E-mail address of entry___________________________________

4. Please give a brief description of your entry to be used by announcer.
   ___________________________________________________________________
   ___________________________________________________________________
   ___________________________________________________________________
   ___________________________________________________________________

Release: This entry is a voluntary participation in a free celebration and by signature here to releases the Mariposa Lions Club and committee from all liabilities resulting from said participation.

Signature of responsible/authorized party__________________________________

Deadline: Entry forms should be returned by August 27, 2018. Any entries submitted after this deadline will be assigned to the end of the parade and are not eligible for awards.

You will be notified of your position in the parade on the week prior to the event.
**MARIPOSA LABOR DAY – FAIR PARADE**

**SPONSORED BY MARIPOSA COUNTY AND THE MARIPOSA LIONS CLUB**

**SATURDAY September 1, 2018-STARTING TIME 11:00 A.M.**

Please use the following when filling out your entry form. Select the category that most accurately describes your entry and list that on your entry form. Mail the entry form to Mariposa Lions Club, P.O. Box 801, Mariposa, CA 95338. Entries must be received by August 27, 2018.

**Floats**

1. Civic
2. Commercial
3. Other, schools, clubs, etc.

**Bands**

1. All
2. Majorettes/Cheerleaders

**Equestrian**

1. Mounted
2. Mounted single Sr. 18 & Over
3. Mounted single Jr. 17 & under
4. Mounted pairs or groups

**Special Groups**

1. Antique Car Clubs
2. Antique Car Individual
3. Comic & Novelty
4. Marching Groups
5. Drill Teams
6. Jr. Groups
7. Decorated Motor Vehicle (clubs Included)
8. Antique Drawn vehicle
9. Equipment (tractors, etc.
10. Color Guard
11. Antique Farm Equipment
REMINDER

In the Interest of Safety!!!

Absolutely

NO

throwing objects
(such as candy, toys, etc.)
from floats or vehicles.

Only walking participants
near the sidewalk’s edge may
carefully
toss items to the crowd.

*********

Vehicular Traffic: please follow Lions Club Volunteers and CHP directions at the end of the parade. All non emergency vehicles in the parade must proceed to the Century 21 parking lot on 140.

Do not turn left to Bullion St.
Do not cross the detour

Unless instructed by CHP

Thank you and have fun!
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Accept Statement of Votes

RECOMMENDATION AND JUSTIFICATION:

Accept the Statement of Votes Cast as certified to the Secretary of State on June 29, 2018.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approves accepting the Statement of All Votes Cast.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

None.

ATTACHMENTS:
SDPE 2018 SOV (PDF)
STATEMENT OF VOTES CAST

COUNTY OF MARIPOSA

Statewide Direct Primary Election

June 5, 2018
STATEMENT OF ALL VOTES CAST

AT THE

Statewide Direct Primary Election

HELD ON

June 5, 2018

COUNTY OF MARIPOSA, STATE OF CALIFORNIA

Certificate of the County Clerk/Registrar of Voters
to the result of the canvass of the
Presidential Primary Election

State of California } ss.

County of Mariposa

I, Keith M. Williams, County Clerk/Registrar of Voters of said county, do hereby certify that in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Statewide Direct Primary Election held in said County on June 5, 2018, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is full, true and correct.

I hereby set my hand and official seal this 29th day of June, 2018 at the County of Mariposa.

Keith M. Williams, County Clerk & Registrar of Voters

County of Mariposa
State of California
Help America Vote Act of 2002
Certification of Elections Official

STATE OF CALIFORNIA
COUNTY OF MARIPOSA


I, Keith M. Williams, Registrar of Voters for the County of Mariposa, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal Election held on the 5th day of June, 2018 in the County of Mariposa, State of California, and all elections consolidated therewith.

I hereby set my hand and official seal this 29th day of June, 2018 at the County of Mariposa.

Registrar of Voters
County of Mariposa
State of California
Statement of Votes Cast INDEX
June 5, 2018 Statewide Direct Primary Election

PAGE 1-3
SUMMARY REPORT – FINAL OFFICIAL REPORT

STATEMENT OF VOTE BOOK
Governor
Lieutenant Governor
Secretary of State; State Controller
State Treasurer; Attorney General
Insurance Commissioner
State Board of Equalization, District 1
U.S. Senator
U.S. Representative, District 4
State Senator, District 8
State Assembly, District 5
Judge of the Superior Court
Superintendent of Public Instruction
County Superintendent of Schools
County Supervisor, District 1
County Supervisor, District 3
Assessor/Recorder; Auditor; Sheriff; Treasurer/Tax Collector
State Propositions
### Summary Report

**Mariposa County**

**Certified Final Results**

#### Registration & Turnout

<table>
<thead>
<tr>
<th>Registration &amp; Turnout</th>
<th>10,547</th>
<th>15.84%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Election Day Turnout</td>
<td>1,671</td>
<td>15.84%</td>
</tr>
<tr>
<td>Vote by Mail Turnout</td>
<td>4,819</td>
<td>42.85%</td>
</tr>
</tbody>
</table>

**Total**  6,190  56.69%

#### Secretary of State

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEM - ALEX PADILLA</td>
<td>1,905</td>
<td>32.76%</td>
</tr>
<tr>
<td>LIB - GAIL K. LIGHTFOOT</td>
<td>196</td>
<td>3.37%</td>
</tr>
<tr>
<td>PF - C. T. WEBER</td>
<td>63</td>
<td>1.08%</td>
</tr>
<tr>
<td>GRN - ERIK RYDBER</td>
<td>31</td>
<td>0.53%</td>
</tr>
<tr>
<td>REP - RAUL RODRIGUEZ JR</td>
<td>705</td>
<td>12.12%</td>
</tr>
<tr>
<td>GRN - MICHAEL FEINSTEIN</td>
<td>105</td>
<td>1.81%</td>
</tr>
<tr>
<td>DEM - RUBEN MAJOR</td>
<td>254</td>
<td>4.37%</td>
</tr>
<tr>
<td>REP - MARK P. MEUSER</td>
<td>2,556</td>
<td>43.96%</td>
</tr>
</tbody>
</table>

**Total**  5,815  100.00%

#### State Controller

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>REP - KONSTANTINOS RODITIS</td>
<td>3,010</td>
<td>52.27%</td>
</tr>
<tr>
<td>PF - MARY LOU FINLEY</td>
<td>270</td>
<td>4.69%</td>
</tr>
<tr>
<td>DEM - BETTY T. YEE</td>
<td>2,479</td>
<td>43.05%</td>
</tr>
</tbody>
</table>

**Total**  5,759  100.00%

#### State Treasurer

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEM - VIVEK VISWANATHAN</td>
<td>436</td>
<td>7.52%</td>
</tr>
<tr>
<td>REP - JACK M. GUERRERO</td>
<td>1,610</td>
<td>27.78%</td>
</tr>
<tr>
<td>PF - KEVIN AKIN</td>
<td>124</td>
<td>2.14%</td>
</tr>
<tr>
<td>REP - GREG CONLON</td>
<td>1,869</td>
<td>32.25%</td>
</tr>
<tr>
<td>DEM - FIONA MA</td>
<td>1,756</td>
<td>30.30%</td>
</tr>
</tbody>
</table>

**Total**  5,795  100.00%

#### Attorney General

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>REP - DAVE JONES</td>
<td>752</td>
<td>12.94%</td>
</tr>
<tr>
<td>REP - STEVEN G BAILEY</td>
<td>2,324</td>
<td>40.00%</td>
</tr>
<tr>
<td>DEM - XAVIER BECERRA</td>
<td>1,573</td>
<td>27.07%</td>
</tr>
<tr>
<td>REP - ERIC EARLY</td>
<td>1,161</td>
<td>19.96%</td>
</tr>
</tbody>
</table>

**Total**  5,610  100.00%

#### Insurance Commissioner

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON - STEVE POIZNER</td>
<td>3,237</td>
<td>58.94%</td>
</tr>
<tr>
<td>DEM - RICARDO LARA</td>
<td>1,440</td>
<td>26.22%</td>
</tr>
<tr>
<td>PF - NATHALIE HRIZI</td>
<td>332</td>
<td>6.05%</td>
</tr>
<tr>
<td>DEM - ASIF MAHMOOD</td>
<td>483</td>
<td>8.79%</td>
</tr>
</tbody>
</table>

**Total**  5,462  100.00%

#### Board of Equalization 1st District

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>REP - TED GAINES</td>
<td>1,829</td>
<td>32.05%</td>
</tr>
<tr>
<td>REP - CONNIE CONWAY</td>
<td>1,057</td>
<td>18.52%</td>
</tr>
<tr>
<td>REP - DAVID EVANS</td>
<td>925</td>
<td>16.21%</td>
</tr>
<tr>
<td>DEM - TOM HALLINAN</td>
<td>1,896</td>
<td>33.22%</td>
</tr>
</tbody>
</table>

**Total**  5,707  100.00%

#### U.S. Senator

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Votes</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEM - GERALD PLUMMER</td>
<td>4</td>
<td>0.07%</td>
</tr>
<tr>
<td>REP - TOM PALZER</td>
<td>137</td>
<td>2.38%</td>
</tr>
</tbody>
</table>

**Total**  25/25  100.00%
### Certified Final Results

#### U.S. Senator (cont'd...)

<table>
<thead>
<tr>
<th>Party</th>
<th>Candidate</th>
<th>Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEM</td>
<td>JOHN THOMPSON PARKER</td>
<td>22</td>
<td>0.38%</td>
</tr>
<tr>
<td>DEM</td>
<td>DOUGLAS HOWARD PIERCE</td>
<td>23</td>
<td>0.40%</td>
</tr>
<tr>
<td>DEM</td>
<td>HERBERT G. PETERS</td>
<td>77</td>
<td>1.34%</td>
</tr>
<tr>
<td>REP</td>
<td>JAMES P BRADLEY</td>
<td>971</td>
<td>16.85%</td>
</tr>
<tr>
<td>REP</td>
<td>ARUN K. BHUMITRA</td>
<td>468</td>
<td>8.12%</td>
</tr>
<tr>
<td>REP</td>
<td>JERRY JOSEPH LAWS</td>
<td>167</td>
<td>2.90%</td>
</tr>
<tr>
<td>REP</td>
<td>PATRICK LITTLE</td>
<td>115</td>
<td>2.00%</td>
</tr>
<tr>
<td>NON</td>
<td>TIM GILDERSLEEVE</td>
<td>18</td>
<td>0.31%</td>
</tr>
<tr>
<td>NON</td>
<td>MICHAEL FAHMY GIRQIS</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>NON</td>
<td>DON J. GRUNDMANN</td>
<td>29</td>
<td>0.50%</td>
</tr>
<tr>
<td>NON</td>
<td>RASH BIHARI GHOSH</td>
<td>8</td>
<td>0.14%</td>
</tr>
<tr>
<td>NON</td>
<td>LING LING SHI</td>
<td>8</td>
<td>0.14%</td>
</tr>
<tr>
<td>REP</td>
<td>JOHN &quot;JACK&quot; CREW</td>
<td>169</td>
<td>2.93%</td>
</tr>
<tr>
<td>REP</td>
<td>ERIN CRUZ</td>
<td>409</td>
<td>7.10%</td>
</tr>
<tr>
<td>LIB</td>
<td>DERRICK MICHAEL REID</td>
<td>73</td>
<td>1.27%</td>
</tr>
<tr>
<td>DEM</td>
<td>DIANNE FEINSTEIN</td>
<td>1,626</td>
<td>28.22%</td>
</tr>
<tr>
<td>NON</td>
<td>COLLEEN SHEA FERNALD</td>
<td>27</td>
<td>0.47%</td>
</tr>
<tr>
<td>DEM</td>
<td>ADRIENNE NICOLE EDWARDS</td>
<td>37</td>
<td>0.64%</td>
</tr>
<tr>
<td>REP</td>
<td>PAUL A TAYLOR</td>
<td>413</td>
<td>7.17%</td>
</tr>
<tr>
<td>DEM</td>
<td>DONNIE O. TURNER</td>
<td>32</td>
<td>0.56%</td>
</tr>
<tr>
<td>DEM</td>
<td>PAT HARRIS</td>
<td>71</td>
<td>1.23%</td>
</tr>
<tr>
<td>DEM</td>
<td>ALISON HARTSON</td>
<td>145</td>
<td>2.52%</td>
</tr>
<tr>
<td>NON</td>
<td>JASON M. HANANIA</td>
<td>11</td>
<td>0.19%</td>
</tr>
<tr>
<td>DEM</td>
<td>DAVID HILDEBRAND</td>
<td>14</td>
<td>0.24%</td>
</tr>
<tr>
<td>NON</td>
<td>LEE OLSON</td>
<td>24</td>
<td>0.42%</td>
</tr>
<tr>
<td>REP</td>
<td>ROQUE &quot;ROCKY&quot; DE LA FUENTE</td>
<td>117</td>
<td>2.03%</td>
</tr>
<tr>
<td>DEM</td>
<td>KEVIN DE LEON</td>
<td>380</td>
<td>6.59%</td>
</tr>
<tr>
<td>REP</td>
<td>KEVIN MOTTUS</td>
<td>122</td>
<td>2.12%</td>
</tr>
<tr>
<td>NON</td>
<td>DAVID MOORE</td>
<td>19</td>
<td>0.33%</td>
</tr>
<tr>
<td>REP</td>
<td>MARIO NABLIBA</td>
<td>26</td>
<td>0.45%</td>
</tr>
</tbody>
</table>

**Total:** 5,762 100.00%

#### State Assembly 5th District

<table>
<thead>
<tr>
<th>Party</th>
<th>Candidate</th>
<th>Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEM</td>
<td>CARLA J. NEAL</td>
<td>2,122</td>
<td>36.19%</td>
</tr>
<tr>
<td>REP</td>
<td>FRANK BIGELOW</td>
<td>3,742</td>
<td>63.81%</td>
</tr>
</tbody>
</table>

**Total:** 5,864 100.00%

#### Judge of the Superior Court

<table>
<thead>
<tr>
<th>Party</th>
<th>Candidate</th>
<th>Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON</td>
<td>ED JOHNSON</td>
<td>1,250</td>
<td>22.10%</td>
</tr>
<tr>
<td>NON</td>
<td>F. DANA WALTON</td>
<td>4,405</td>
<td>77.90%</td>
</tr>
</tbody>
</table>

**Total:** 5,655 100.00%

#### Superintendent of Public Instruction

<table>
<thead>
<tr>
<th>Party</th>
<th>Candidate</th>
<th>Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON</td>
<td>LILY (ESPINOZA) PLOSKI</td>
<td>1,036</td>
<td>19.66%</td>
</tr>
<tr>
<td>NON</td>
<td>STEVEN IRELAND</td>
<td>842</td>
<td>15.68%</td>
</tr>
<tr>
<td>NON</td>
<td>TONY K. THURMOND</td>
<td>1,257</td>
<td>23.86%</td>
</tr>
<tr>
<td>NON</td>
<td>MARSHALL TUCK</td>
<td>2,134</td>
<td>40.50%</td>
</tr>
</tbody>
</table>

**Total:** 5,269 100.00%

#### County Superintendent of Schools

<table>
<thead>
<tr>
<th>Party</th>
<th>Candidate</th>
<th>Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON</td>
<td>ROBIN HOPPER</td>
<td>4,489</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

**Total:** 4,489 100.00%

#### Supervisor, 1st District

<table>
<thead>
<tr>
<th>Party</th>
<th>Candidate</th>
<th>Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON</td>
<td>ROSEMARIE SMALLCOMBE</td>
<td>729</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

**Total:** 729 100.00%

#### Supervisor, 3rd District

<table>
<thead>
<tr>
<th>Party</th>
<th>Candidate</th>
<th>Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON</td>
<td>HEATHER BERNIKOFF</td>
<td>514</td>
<td>34.94%</td>
</tr>
<tr>
<td>NON</td>
<td>MARSHALL LONG</td>
<td>864</td>
<td>58.74%</td>
</tr>
<tr>
<td>NON</td>
<td>JERRY D. COX</td>
<td>93</td>
<td>6.32%</td>
</tr>
</tbody>
</table>

**Total:** 1,471 100.00%

#### Assessor/Recorder

<table>
<thead>
<tr>
<th>Party</th>
<th>Candidate</th>
<th>Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON</td>
<td>VINCENT P. KEHOE</td>
<td>3,509</td>
<td>67.45%</td>
</tr>
<tr>
<td>NON</td>
<td>TONY AMUNDSON</td>
<td>1,693</td>
<td>32.55%</td>
</tr>
</tbody>
</table>

**Total:** 5,202 100.00%

#### Auditor

<table>
<thead>
<tr>
<th>Party</th>
<th>Candidate</th>
<th>Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON</td>
<td>LUIS MERCADO</td>
<td>4,436</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

**Total:** 4,436 100.00%

#### District Attorney

<table>
<thead>
<tr>
<th>Party</th>
<th>Candidate</th>
<th>Votes</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON</td>
<td>WALTER W. WALL</td>
<td>4,659</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

**Total:** 4,659 100.00%
<table>
<thead>
<tr>
<th>Office</th>
<th>Total Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff/Coroner/Public Admin</td>
<td>25/25 100.00%</td>
</tr>
<tr>
<td>NON - DOUGLAS A. BINNEWIES</td>
<td>5,062 100.00%</td>
</tr>
<tr>
<td>Total</td>
<td>5,062 100.00%</td>
</tr>
<tr>
<td>Treasurer/Tax Collector/Clerk</td>
<td>25/25 100.00%</td>
</tr>
<tr>
<td>NON - KEITH M. WILLIAMS</td>
<td>4,948 100.00%</td>
</tr>
<tr>
<td>Total</td>
<td>4,948 100.00%</td>
</tr>
<tr>
<td>Proposition 68</td>
<td>25/25 100.00%</td>
</tr>
<tr>
<td>YES</td>
<td>2,534 42.58%</td>
</tr>
<tr>
<td>NO</td>
<td>3,417 57.42%</td>
</tr>
<tr>
<td>Total</td>
<td>5,951 100.00%</td>
</tr>
<tr>
<td>Proposition 69</td>
<td>25/25 100.00%</td>
</tr>
<tr>
<td>YES</td>
<td>4,457 75.08%</td>
</tr>
<tr>
<td>NO</td>
<td>1,479 24.92%</td>
</tr>
<tr>
<td>Total</td>
<td>5,936 100.00%</td>
</tr>
<tr>
<td>Proposition 70</td>
<td>25/25 100.00%</td>
</tr>
<tr>
<td>YES</td>
<td>1,931 33.91%</td>
</tr>
<tr>
<td>NO</td>
<td>3,764 66.09%</td>
</tr>
<tr>
<td>Total</td>
<td>5,695 100.00%</td>
</tr>
<tr>
<td>Proposition 71</td>
<td>25/25 100.00%</td>
</tr>
<tr>
<td>YES</td>
<td>4,095 71.34%</td>
</tr>
<tr>
<td>NO</td>
<td>1,645 28.66%</td>
</tr>
<tr>
<td>Total</td>
<td>5,740 100.00%</td>
</tr>
<tr>
<td>Proposition 72</td>
<td>25/25 100.00%</td>
</tr>
<tr>
<td>YES</td>
<td>4,966 84.23%</td>
</tr>
<tr>
<td>NO</td>
<td>930 15.77%</td>
</tr>
<tr>
<td>Total</td>
<td>5,896 100.00%</td>
</tr>
<tr>
<td>Registration</td>
<td>Ballots Cast</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>El Portal - 1001</td>
<td>310</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
</tr>
<tr>
<td>Sweetwater - 1002</td>
<td>198</td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>198</td>
</tr>
<tr>
<td>Midpines - 1003</td>
<td>565</td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>565</td>
</tr>
<tr>
<td>Strawberry Creek - 1004</td>
<td>59</td>
</tr>
<tr>
<td>Strawnora - Vote by Mail</td>
<td>59</td>
</tr>
<tr>
<td>Yosemite - 1005</td>
<td>344</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
</tr>
<tr>
<td>Jerseydale - 1006</td>
<td>362</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
</tr>
<tr>
<td>Bull Creek - 2001</td>
<td>26</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>26</td>
</tr>
<tr>
<td>Coulterville - 2002</td>
<td>595</td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>595</td>
</tr>
<tr>
<td>Exchequer - 2003</td>
<td>642</td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
</tr>
<tr>
<td>Red Cloud - 2005</td>
<td>597</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
</tr>
<tr>
<td>Calheys Valley - 2001</td>
<td>639</td>
</tr>
<tr>
<td>Calheys Valley - Vote by Mail</td>
<td>639</td>
</tr>
<tr>
<td>Mormon Bar - 2004</td>
<td>744</td>
</tr>
<tr>
<td>Mormon Bar - Vote by Mail</td>
<td>744</td>
</tr>
<tr>
<td>Oakville - 2005</td>
<td>54</td>
</tr>
<tr>
<td>Oakville - Vote by Mail</td>
<td>54</td>
</tr>
<tr>
<td>Mt Bullion - 2006</td>
<td>244</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
</tr>
<tr>
<td>Danah - 4001</td>
<td>554</td>
</tr>
<tr>
<td>Danah - Vote by Mail</td>
<td>554</td>
</tr>
<tr>
<td>Mariposa East - 4002</td>
<td>668</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>668</td>
</tr>
<tr>
<td>Gold Creek - 4003</td>
<td>480</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
</tr>
<tr>
<td>Iron Oak - 4004</td>
<td>351</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
</tr>
<tr>
<td>Indian Peak - 5001</td>
<td>533</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>533</td>
</tr>
<tr>
<td>Ponderosa - 5002</td>
<td>653</td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>653</td>
</tr>
<tr>
<td>Wawona - 5003</td>
<td>584</td>
</tr>
<tr>
<td>Wawona - Vote by Mail</td>
<td>584</td>
</tr>
<tr>
<td>Westfall - 5004</td>
<td>596</td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>596</td>
</tr>
<tr>
<td>Humbug Creek - 5005</td>
<td>540</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>540</td>
</tr>
</tbody>
</table>

**Precinct Totals**

<table>
<thead>
<tr>
<th>Precincts</th>
<th>Ballots</th>
<th>Turnout</th>
</tr>
</thead>
<tbody>
<tr>
<td>10547</td>
<td>1571</td>
<td>15.84</td>
</tr>
</tbody>
</table>

**Vote by Mail Totals**

<table>
<thead>
<tr>
<th>Vote by Mail</th>
<th>Ballots</th>
<th>Turnout</th>
</tr>
</thead>
<tbody>
<tr>
<td>4519</td>
<td>42.85</td>
<td></td>
</tr>
</tbody>
</table>

**Grand Totals**

<table>
<thead>
<tr>
<th>California</th>
<th>Ballots</th>
<th>Turnout</th>
</tr>
</thead>
<tbody>
<tr>
<td>6160</td>
<td>58.69</td>
<td></td>
</tr>
</tbody>
</table>

**4th Congressional District**

<table>
<thead>
<tr>
<th>District</th>
<th>Ballots</th>
<th>Turnout</th>
</tr>
</thead>
<tbody>
<tr>
<td>10547</td>
<td>58.69</td>
<td></td>
</tr>
</tbody>
</table>

**8th Senate District**

<table>
<thead>
<tr>
<th>District</th>
<th>Ballots</th>
<th>Turnout</th>
</tr>
</thead>
<tbody>
<tr>
<td>10547</td>
<td>58.69</td>
<td></td>
</tr>
</tbody>
</table>

**5th Assembly District**

<table>
<thead>
<tr>
<th>District</th>
<th>Ballots</th>
<th>Turnout</th>
</tr>
</thead>
<tbody>
<tr>
<td>10547</td>
<td>58.69</td>
<td></td>
</tr>
</tbody>
</table>

**1st Board of Equalization**

<table>
<thead>
<tr>
<th>Board</th>
<th>Ballots</th>
<th>Turnout</th>
</tr>
</thead>
<tbody>
<tr>
<td>10547</td>
<td>58.69</td>
<td></td>
</tr>
<tr>
<td>Registration</td>
<td>Ballots Cast</td>
<td>Turnout (%)</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1829</td>
<td>1043</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1859</td>
<td>992</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2268</td>
<td>1512</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
<td>1195</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2500</td>
<td>1421</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10399</td>
<td>6103</td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>12947</td>
<td>6190</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10547</td>
<td>6190</td>
</tr>
<tr>
<td>Lake Don Pedro CSS</td>
<td>1227</td>
<td>660</td>
</tr>
<tr>
<td>Yosemite Alpine CSS</td>
<td>148</td>
<td>87</td>
</tr>
</tbody>
</table>

**NON-PARTISAN GOVERNOR**

- JOSH JONES
- J. BRIBIESCA
- GLORIA ESTELA RINA
- PETER Y LIU
- ANTONIO VILLARAGOSA
- YVONNE GIRARD
- ROBERT DAVIDSON GRIFFIS
- SHUBHAM GOEL
- TRAVIS ALLEN
- AKINYEM AGBEDE
- JOHNNY WATTENBURG
- NICKOLAS WILDSTAR

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
<table>
<thead>
<tr>
<th></th>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Portal 1001</td>
<td>310</td>
<td>40</td>
<td>15.48</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>125</td>
<td>60.32</td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>188</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>188</td>
<td>126</td>
<td>67.02</td>
</tr>
<tr>
<td>Modipine 1003</td>
<td>500</td>
<td>74</td>
<td>13.10</td>
</tr>
<tr>
<td>Modipine - Vote by Mail</td>
<td>500</td>
<td>20</td>
<td>4.00</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>56</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>56</td>
<td>2</td>
<td>3.61</td>
</tr>
<tr>
<td>Yesentele 1005</td>
<td>344</td>
<td>34</td>
<td>10.00</td>
</tr>
<tr>
<td>Yesentele - Vote by Mail</td>
<td>344</td>
<td>78</td>
<td>22.67</td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td>362</td>
<td>66</td>
<td>18.33</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
<td>173</td>
<td>47.51</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>26</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>26</td>
<td>14</td>
<td>53.85</td>
</tr>
<tr>
<td>Coulerville 2002</td>
<td>585</td>
<td>67</td>
<td>11.45</td>
</tr>
<tr>
<td>Coulerville - Vote by Mail</td>
<td>585</td>
<td>244</td>
<td>41.71</td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td>642</td>
<td>70</td>
<td>10.96</td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
<td>273</td>
<td>43.46</td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
<td>98</td>
<td>16.82</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>220</td>
<td>36.85</td>
</tr>
<tr>
<td>Calheys Valley 3001</td>
<td>639</td>
<td>172</td>
<td>26.92</td>
</tr>
<tr>
<td>Calheys Valley - Vote by Mail</td>
<td>639</td>
<td>252</td>
<td>39.44</td>
</tr>
<tr>
<td>Hornitos 3002</td>
<td>125</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Hornitos - Vote by Mail</td>
<td>125</td>
<td>125</td>
<td>100.00</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>403</td>
<td>77</td>
<td>19.00</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>403</td>
<td>237</td>
<td>49.13</td>
</tr>
<tr>
<td>Morran Bar 3004</td>
<td>744</td>
<td>145</td>
<td>19.49</td>
</tr>
<tr>
<td>Morran Bar - Vote by Mail</td>
<td>744</td>
<td>342</td>
<td>45.97</td>
</tr>
<tr>
<td>Oakvale 3005</td>
<td>54</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Oakvale - Vote by Mail</td>
<td>54</td>
<td>44</td>
<td>81.48</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>45</td>
<td>18.65</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>103</td>
<td>43.03</td>
</tr>
<tr>
<td>Damar 4001</td>
<td>554</td>
<td>119</td>
<td>20.94</td>
</tr>
<tr>
<td>Damar - Vote by Mail</td>
<td>554</td>
<td>229</td>
<td>41.15</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>666</td>
<td>121</td>
<td>18.17</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>666</td>
<td>264</td>
<td>39.94</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480</td>
<td>88</td>
<td>18.33</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
<td>174</td>
<td>36.25</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>50</td>
<td>14.15</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>140</td>
<td>40.00</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>533</td>
<td>83</td>
<td>15.57</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>533</td>
<td>224</td>
<td>42.03</td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>653</td>
<td>109</td>
<td>16.85</td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>653</td>
<td>257</td>
<td>39.36</td>
</tr>
<tr>
<td>Waivona 5003</td>
<td>146</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Waivona - Vote by Mail</td>
<td>146</td>
<td>146</td>
<td>100.00</td>
</tr>
<tr>
<td>Waivona - Vote by Mail</td>
<td>148</td>
<td>87</td>
<td>57.88</td>
</tr>
<tr>
<td>Westfall 5004</td>
<td>667</td>
<td>98</td>
<td>14.69</td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>667</td>
<td>295</td>
<td>44.23</td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549</td>
<td>80</td>
<td>14.57</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549</td>
<td>218</td>
<td>39.71</td>
</tr>
<tr>
<td>Precinct Totals</td>
<td>10547</td>
<td>1671</td>
<td>15.84</td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td>10547</td>
<td>4513</td>
<td>42.85</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>DESMOND SILVERA</th>
<th>ZOLTAN ISTVAN</th>
<th>CHRISTOPHER N. CARSON</th>
<th>THOMAS JEFFERSON CARES</th>
<th>JOHN CHIANG</th>
<th>JOHN H. COX</th>
<th>AMANDA RENTERIA</th>
<th>DELANE EASTIN</th>
<th>JEFFREY EDWARD TAYLOR</th>
<th>KLEMENT TINAJ</th>
<th>HAKAN &quot;HAWK&quot; MIKADO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1625</td>
<td>1045</td>
<td>56.89</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>74</td>
<td>282</td>
<td>30</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1859</td>
<td>982</td>
<td>53.62</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>64</td>
<td>288</td>
<td>14</td>
<td>2</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2366</td>
<td>1512</td>
<td>65.87</td>
<td>1</td>
<td>5</td>
<td>4</td>
<td>1</td>
<td>69</td>
<td>500</td>
<td>21</td>
<td>1</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
<td>1195</td>
<td>58.26</td>
<td>1</td>
<td>8</td>
<td>2</td>
<td>0</td>
<td>67</td>
<td>370</td>
<td>28</td>
<td>3</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2500</td>
<td>1451</td>
<td>55.90</td>
<td>2</td>
<td>8</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>670</td>
<td>19</td>
<td>30</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10395</td>
<td>6103</td>
<td>58.69</td>
<td>5</td>
<td>32</td>
<td>14</td>
<td>3</td>
<td>3</td>
<td>376</td>
<td>109</td>
<td>151</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>5</td>
<td>32</td>
<td>14</td>
<td>3</td>
<td>6</td>
<td>381</td>
<td>2070</td>
<td>110</td>
<td>153</td>
<td>3</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10847</td>
<td>6190</td>
<td>58.69</td>
<td>5</td>
<td>32</td>
<td>14</td>
<td>3</td>
<td>6</td>
<td>381</td>
<td>2070</td>
<td>110</td>
<td>153</td>
<td>3</td>
</tr>
<tr>
<td>Lake Don Pedro CSD</td>
<td>1227</td>
<td>6603</td>
<td>53.79</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>37</td>
<td>236</td>
<td>10</td>
<td>15</td>
<td>0</td>
</tr>
<tr>
<td>Yosemite Alpine CSD</td>
<td>148</td>
<td>87</td>
<td>58.79</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>34</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Registration</td>
<td>Ballots Cast</td>
<td>Turnout (%)</td>
<td>ALBERT CAESAR MEZZETTI</td>
<td>GAVIN NEWSOM</td>
<td>ROBERT C. NEWMAN, II</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------------------</td>
<td>--------------</td>
<td>----------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Portal 1001</td>
<td>310</td>
<td>48</td>
<td>15.48</td>
<td>0</td>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>126</td>
<td>40.32</td>
<td>0</td>
<td>62</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>188</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>188</td>
<td>126</td>
<td>67.02</td>
<td>0</td>
<td>36</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>565</td>
<td>74</td>
<td>13.10</td>
<td>0</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>565</td>
<td>264</td>
<td>46.73</td>
<td>0</td>
<td>75</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>0</td>
<td>0.02</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>59</td>
<td>33</td>
<td>55.93</td>
<td>1</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>344</td>
<td>54</td>
<td>15.70</td>
<td>0</td>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>78</td>
<td>22.67</td>
<td>0</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td>362</td>
<td>86</td>
<td>18.23</td>
<td>0</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
<td>172</td>
<td>47.51</td>
<td>0</td>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>26</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>26</td>
<td>14</td>
<td>53.85</td>
<td>0</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>565</td>
<td>67</td>
<td>11.45</td>
<td>0</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>565</td>
<td>244</td>
<td>43.11</td>
<td>0</td>
<td>56</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eschequer 2003</td>
<td>642</td>
<td>70</td>
<td>10.50</td>
<td>0</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eschequer - Vote by Mail</td>
<td>642</td>
<td>273</td>
<td>43.46</td>
<td>0</td>
<td>55</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
<td>95</td>
<td>16.42</td>
<td>0</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>230</td>
<td>38.86</td>
<td>0</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Califys Valley 3001</td>
<td>639</td>
<td>172</td>
<td>26.92</td>
<td>0</td>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Califys Valley - Vote by Mail</td>
<td>639</td>
<td>252</td>
<td>39.44</td>
<td>0</td>
<td>39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homolco 3002</td>
<td>125</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homolco - Vote by Mail</td>
<td>125</td>
<td>102</td>
<td>81.60</td>
<td>0</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>462</td>
<td>77</td>
<td>16.07</td>
<td>0</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>462</td>
<td>227</td>
<td>49.13</td>
<td>0</td>
<td>35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mormon Bar 3004</td>
<td>744</td>
<td>145</td>
<td>19.49</td>
<td>0</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mormon Bar - Vote by Mail</td>
<td>744</td>
<td>342</td>
<td>45.97</td>
<td>0</td>
<td>78</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakvale 3005</td>
<td>54</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakvale - Vote by Mail</td>
<td>54</td>
<td>44</td>
<td>81.48</td>
<td>0</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>46</td>
<td>18.95</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>102</td>
<td>43.03</td>
<td>0</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Darran 4001</td>
<td>554</td>
<td>118</td>
<td>20.94</td>
<td>0</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Darran - Vote by Mail</td>
<td>554</td>
<td>222</td>
<td>40.16</td>
<td>0</td>
<td>35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>666</td>
<td>121</td>
<td>18.17</td>
<td>0</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>666</td>
<td>264</td>
<td>39.64</td>
<td>0</td>
<td>67</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480</td>
<td>88</td>
<td>18.33</td>
<td>0</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
<td>174</td>
<td>36.25</td>
<td>1</td>
<td>35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>59</td>
<td>16.81</td>
<td>0</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>145</td>
<td>41.31</td>
<td>0</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>533</td>
<td>83</td>
<td>15.57</td>
<td>0</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>533</td>
<td>224</td>
<td>42.03</td>
<td>0</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>653</td>
<td>109</td>
<td>16.69</td>
<td>0</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>653</td>
<td>257</td>
<td>39.36</td>
<td>0</td>
<td>39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wawona 5003</td>
<td>148</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wawona - Vote by Mail</td>
<td>148</td>
<td>87</td>
<td>59.78</td>
<td>0</td>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westfall 5004</td>
<td>667</td>
<td>98</td>
<td>14.69</td>
<td>0</td>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>667</td>
<td>235</td>
<td>44.23</td>
<td>0</td>
<td>46</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549</td>
<td>80</td>
<td>14.57</td>
<td>0</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549</td>
<td>218</td>
<td>39.71</td>
<td>0</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Precinct Totals</td>
<td>10547</td>
<td>1671</td>
<td>15.84</td>
<td>0</td>
<td>236</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td>10547</td>
<td>4519</td>
<td>42.65</td>
<td>3</td>
<td>920</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Totals</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>3</td>
<td>1162</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CALIFORNIA</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>3</td>
<td>1162</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4TH CONGRESSIONAL DISTRICT</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>3</td>
<td>1162</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8th SENATE DISTRICT</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>3</td>
<td>1162</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5TH ASSEMBLY DISTRICT</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>3</td>
<td>1162</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st BOARD OF EQUILIBRATION</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>3</td>
<td>1162</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District</td>
<td>Registration</td>
<td>Ballots Cast</td>
<td>Turnout (%)</td>
<td>Albert Caesar Mezzetti</td>
<td>Gavin Newsom</td>
<td>Robert C. Newman II</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>--------------</td>
<td>--------------</td>
<td>-------------</td>
<td>------------------------</td>
<td>--------------</td>
<td>--------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Supervisor District</td>
<td>1828</td>
<td>1640</td>
<td>56.89</td>
<td>1</td>
<td>296</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Supervisor District</td>
<td>1850</td>
<td>982</td>
<td>53.32</td>
<td>1</td>
<td>179</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Supervisor District</td>
<td>2268</td>
<td>1512</td>
<td>66.87</td>
<td>0</td>
<td>233</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th Supervisor District</td>
<td>2051</td>
<td>1195</td>
<td>58.26</td>
<td>1</td>
<td>221</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5th Supervisor District</td>
<td>2550</td>
<td>1451</td>
<td>55.90</td>
<td>0</td>
<td>233</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa County Unified</td>
<td>10596</td>
<td>6103</td>
<td>58.69</td>
<td>3</td>
<td>1192</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>3</td>
<td>1192</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unincorporated</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>3</td>
<td>1192</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Don Pedro CSD</td>
<td>1227</td>
<td>660</td>
<td>53.79</td>
<td>1</td>
<td>114</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite Alpine CSD</td>
<td>148</td>
<td>87</td>
<td>59.78</td>
<td>0</td>
<td>25</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MARIPOSA COUNTY Statement of Vote
MAR_20180605_E

***Grand Totals***
100003

NON-PARTISAN GOVERNOR

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
<table>
<thead>
<tr>
<th>Registration</th>
<th>Bills Cast</th>
<th>Turnout (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Portal 1001</td>
<td>310</td>
<td>48</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>125</td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>188</td>
<td>0</td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>188</td>
<td>126</td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>565</td>
<td>74</td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>565</td>
<td>204</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>199</td>
<td>0</td>
</tr>
<tr>
<td>Strawberry - Vote by Mail</td>
<td>199</td>
<td>373</td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>344</td>
<td>54</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>78</td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td>362</td>
<td>65</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
<td>172</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>26</td>
<td>0</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>26</td>
<td>14</td>
</tr>
<tr>
<td>Couteville 2002</td>
<td>585</td>
<td>67</td>
</tr>
<tr>
<td>Couteville - Vote by Mail</td>
<td>585</td>
<td>244</td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td>642</td>
<td>70</td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
<td>270</td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
<td>98</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>220</td>
</tr>
<tr>
<td>Calhugs Valley 3001</td>
<td>639</td>
<td>172</td>
</tr>
<tr>
<td>Calhugs Valley - Vote by Mail</td>
<td>639</td>
<td>252</td>
</tr>
<tr>
<td>Hornitos 3002</td>
<td>125</td>
<td>0</td>
</tr>
<tr>
<td>Hornitos - Vote by Mail</td>
<td>125</td>
<td>107</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>492</td>
<td>77</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>492</td>
<td>227</td>
</tr>
<tr>
<td>Mormon Bar 3004</td>
<td>744</td>
<td>145</td>
</tr>
<tr>
<td>Mormon Bar - Vote by Mail</td>
<td>744</td>
<td>342</td>
</tr>
<tr>
<td>Oakvale 3005</td>
<td>54</td>
<td>0</td>
</tr>
<tr>
<td>Oakvale - Vote by Mail</td>
<td>54</td>
<td>44</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>40</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>106</td>
</tr>
<tr>
<td>Darrin 4001</td>
<td>554</td>
<td>116</td>
</tr>
<tr>
<td>Darrin - Vote by Mail</td>
<td>554</td>
<td>226</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>666</td>
<td>121</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>666</td>
<td>264</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480</td>
<td>88</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
<td>174</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>59</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>145</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>633</td>
<td>83</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>633</td>
<td>224</td>
</tr>
<tr>
<td>Pondereosa 5002</td>
<td>653</td>
<td>109</td>
</tr>
<tr>
<td>Pondereosa - Vote by Mail</td>
<td>653</td>
<td>257</td>
</tr>
<tr>
<td>Wawona 5003</td>
<td>149</td>
<td>0</td>
</tr>
<tr>
<td>Wawona - Vote by Mail</td>
<td>149</td>
<td>87</td>
</tr>
<tr>
<td>Westfall 5004</td>
<td>667</td>
<td>98</td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>667</td>
<td>250</td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549</td>
<td>80</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549</td>
<td>218</td>
</tr>
</tbody>
</table>

**Precinct Totals**

<table>
<thead>
<tr>
<th>Registration</th>
<th>Bills Cast</th>
<th>Turnout (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>103547</td>
<td>1671</td>
<td>15.94</td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td>103547</td>
<td>4519</td>
</tr>
</tbody>
</table>

**Grand Totals**

<table>
<thead>
<tr>
<th>Registration</th>
<th>Bills Cast</th>
<th>Turnout (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>103547</td>
<td>6190</td>
<td>58.69</td>
</tr>
</tbody>
</table>

**2018 SOV**

<table>
<thead>
<tr>
<th>Registration</th>
<th>Bills Cast</th>
<th>Turnout (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>103547</td>
<td>6190</td>
<td>58.69</td>
</tr>
</tbody>
</table>

**4TH CONGRESSIONAL DISTRICT**

<table>
<thead>
<tr>
<th>Registration</th>
<th>Bills Cast</th>
<th>Turnout (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>103547</td>
<td>6190</td>
<td>58.69</td>
</tr>
</tbody>
</table>

**8TH SENATE DISTRICT**

<table>
<thead>
<tr>
<th>Registration</th>
<th>Bills Cast</th>
<th>Turnout (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>103547</td>
<td>6190</td>
<td>58.69</td>
</tr>
</tbody>
</table>

**5TH ASSEMBLY DISTRICT**

<table>
<thead>
<tr>
<th>Registration</th>
<th>Bills Cast</th>
<th>Turnout (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>103547</td>
<td>6190</td>
<td>58.69</td>
</tr>
</tbody>
</table>

**1st BOARD OF EQUALIZATION**

<table>
<thead>
<tr>
<th>Registration</th>
<th>Bills Cast</th>
<th>Turnout (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>103547</td>
<td>6190</td>
<td>58.69</td>
</tr>
</tbody>
</table>
### MARIPOSA COUNTY Statement of Vote
**MAR_20180605_E**

<table>
<thead>
<tr>
<th><strong>NON-PARTISAN LIEUTENANT GOVERNOR</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registration</strong></td>
<td><strong>Ballots Cast</strong></td>
<td><strong>Turnout (%)</strong></td>
<td><strong>JEFF BLEICH</strong></td>
<td><strong>ELINI KOUNALAMIS</strong></td>
<td><strong>CAMERON GHRABIKLOU</strong></td>
<td><strong>TIM FERREIRA</strong></td>
<td><strong>DAVID FERNELL</strong></td>
<td><strong>DANNY THOMAS</strong></td>
<td><strong>COLE HARRIS</strong></td>
<td><strong>ED HERNANDEZ</strong></td>
<td><strong>DAVID R. HERNANDEZ</strong></td>
</tr>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1826</td>
<td>1040</td>
<td>56.89</td>
<td>99</td>
<td>226</td>
<td>7</td>
<td>14</td>
<td>125</td>
<td>7</td>
<td>173</td>
<td>165</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1850</td>
<td>993</td>
<td>53.92</td>
<td>36</td>
<td>133</td>
<td>9</td>
<td>16</td>
<td>188</td>
<td>13</td>
<td>261</td>
<td>130</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2268</td>
<td>1517</td>
<td>66.67</td>
<td>57</td>
<td>155</td>
<td>5</td>
<td>28</td>
<td>297</td>
<td>13</td>
<td>378</td>
<td>204</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
<td>1195</td>
<td>58.26</td>
<td>64</td>
<td>168</td>
<td>9</td>
<td>19</td>
<td>193</td>
<td>10</td>
<td>249</td>
<td>194</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2550</td>
<td>1451</td>
<td>56.90</td>
<td>71</td>
<td>156</td>
<td>13</td>
<td>33</td>
<td>252</td>
<td>14</td>
<td>343</td>
<td>211</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10596</td>
<td>5103</td>
<td>58.69</td>
<td>319</td>
<td>805</td>
<td>39</td>
<td>110</td>
<td>1044</td>
<td>56</td>
<td>1386</td>
<td>918</td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>333</td>
<td>822</td>
<td>40</td>
<td>110</td>
<td>1056</td>
<td>57</td>
<td>1404</td>
<td>925</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>330</td>
<td>822</td>
<td>40</td>
<td>110</td>
<td>1056</td>
<td>57</td>
<td>1404</td>
<td>925</td>
</tr>
<tr>
<td>Lake Don Pedro CSD</td>
<td>1227</td>
<td>665</td>
<td>53.76</td>
<td>19</td>
<td>88</td>
<td>5</td>
<td>12</td>
<td>123</td>
<td>9</td>
<td>176</td>
<td>92</td>
</tr>
<tr>
<td>Yosemite Alpine CSD</td>
<td>143</td>
<td>87</td>
<td>58.78</td>
<td>12</td>
<td>17</td>
<td>1</td>
<td>0</td>
<td>11</td>
<td>1</td>
<td>16</td>
<td>7</td>
</tr>
</tbody>
</table>

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
<table>
<thead>
<tr>
<th>Precinct Numbers: 100005</th>
<th>CALIFORNIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>Ballots Cast</td>
</tr>
<tr>
<td>El Portal 1001</td>
<td>310</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
</tr>
<tr>
<td>Siewater 1002</td>
<td>186</td>
</tr>
<tr>
<td>Siewater - Vote by Mail</td>
<td>186</td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>566</td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>566</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>556</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>556</td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>344</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
</tr>
<tr>
<td>Jerseydale 1005</td>
<td>362</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>26</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>26</td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>586</td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>586</td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td>642</td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
</tr>
<tr>
<td>Calv'ys Valley 3001</td>
<td>639</td>
</tr>
<tr>
<td>Calv'ys Valley - Vote by Mail</td>
<td>639</td>
</tr>
<tr>
<td>Hornitos 3002</td>
<td>125</td>
</tr>
<tr>
<td>Hornitos - Vote by Mail</td>
<td>125</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>462</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>462</td>
</tr>
<tr>
<td>Morrow Bar 3004</td>
<td>744</td>
</tr>
<tr>
<td>Morrow Bar - Vote by Mail</td>
<td>744</td>
</tr>
<tr>
<td>Coatville 3005</td>
<td>54</td>
</tr>
<tr>
<td>Coatville - Vote by Mail</td>
<td>54</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
</tr>
<tr>
<td>Darned 4001</td>
<td>556</td>
</tr>
<tr>
<td>Darned - Vote by Mail</td>
<td>556</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>568</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>568</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>533</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>533</td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>653</td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>653</td>
</tr>
<tr>
<td>Waipona 5003</td>
<td>148</td>
</tr>
<tr>
<td>Waipona - Vote by Mail</td>
<td>148</td>
</tr>
<tr>
<td>Westfield 5004</td>
<td>597</td>
</tr>
<tr>
<td>Westfield - Vote by Mail</td>
<td>597</td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549</td>
</tr>
<tr>
<td>Precinct Totals</td>
<td>10547</td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td>403</td>
</tr>
<tr>
<td>Grand Totals</td>
<td>10547</td>
</tr>
<tr>
<td>California</td>
<td>10547</td>
</tr>
<tr>
<td>4th CONGRESSIONAL DISTRICT</td>
<td>10547</td>
</tr>
<tr>
<td>4th DISTRICT</td>
<td>10547</td>
</tr>
<tr>
<td>5th ASSEMBLY DISTRICT</td>
<td>10547</td>
</tr>
<tr>
<td>1st BOARD OF EQUALIZATION</td>
<td>10547</td>
</tr>
<tr>
<td><strong>Grand Totals</strong></td>
<td><strong>CALIFORNIA</strong></td>
</tr>
<tr>
<td>-----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Registration</td>
<td>1828</td>
</tr>
<tr>
<td>Ballots Cast</td>
<td>20</td>
</tr>
<tr>
<td>Turnout (%)</td>
<td>56.69</td>
</tr>
<tr>
<td>ALEXPADILLA</td>
<td>452</td>
</tr>
<tr>
<td>T. WEBER</td>
<td>22</td>
</tr>
<tr>
<td>ROYBERG</td>
<td>11</td>
</tr>
<tr>
<td>RODRIGUEZ JR</td>
<td>81</td>
</tr>
<tr>
<td>MAJOR</td>
<td>25</td>
</tr>
<tr>
<td>MEUSER</td>
<td>55</td>
</tr>
<tr>
<td>KONSTANTINOS ROODIS</td>
<td>330</td>
</tr>
<tr>
<td>FINLEY</td>
<td>383</td>
</tr>
<tr>
<td>YEE</td>
<td>567</td>
</tr>
</tbody>
</table>

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
<table>
<thead>
<tr>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
</tr>
</thead>
</table>

SECRETARY OF STATE
ALEX PADILLA

GAIL K. LIGHTFOOT

C. T. WEBER

ERIK RYDBERG

RAUL RODRIGUEZ JR

MICHAEL FEINSTEIN

RUBEN MAJOR

MARK P. MEUSER

STATE CONTROLLER
KONSTANTINOS RODITIS

MARY LOU FINLEY

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
<table>
<thead>
<tr>
<th></th>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>Secretary of State</th>
<th>Alex Padilla</th>
<th>Gail K. Lightfoot</th>
<th>C. T. Weber</th>
<th>Erik Rhyberg</th>
<th>Raoul Rodriguez, Jr.</th>
<th>Michael Feinstein</th>
<th>Ruben Major</th>
<th>Mark P. Meuser</th>
<th>State Controller</th>
<th>Konstantinos Robitis</th>
<th>Mary Lou Finley</th>
<th>Betty T. Yee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Supervisor District</td>
<td>1828</td>
<td>1040</td>
<td>56.89</td>
<td>452</td>
<td>20</td>
<td>11</td>
<td>14</td>
<td>81</td>
<td>25</td>
<td>55</td>
<td>320</td>
<td>382</td>
<td>30</td>
<td>567</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Supervisor District</td>
<td>1850</td>
<td>992</td>
<td>53.62</td>
<td>282</td>
<td>44</td>
<td>10</td>
<td>2</td>
<td>141</td>
<td>14</td>
<td>42</td>
<td>417</td>
<td>536</td>
<td>47</td>
<td>357</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Supervisor District</td>
<td>2239</td>
<td>1512</td>
<td>56.07</td>
<td>411</td>
<td>48</td>
<td>14</td>
<td>4</td>
<td>189</td>
<td>20</td>
<td>51</td>
<td>899</td>
<td>786</td>
<td>69</td>
<td>529</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th Supervisor District</td>
<td>2051</td>
<td>1106</td>
<td>58.28</td>
<td>371</td>
<td>33</td>
<td>12</td>
<td>5</td>
<td>134</td>
<td>20</td>
<td>55</td>
<td>474</td>
<td>643</td>
<td>37</td>
<td>508</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5th Supervisor District</td>
<td>2500</td>
<td>1451</td>
<td>56.90</td>
<td>391</td>
<td>51</td>
<td>16</td>
<td>6</td>
<td>163</td>
<td>26</td>
<td>51</td>
<td>667</td>
<td>792</td>
<td>79</td>
<td>518</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa County Unified</td>
<td>10296</td>
<td>6103</td>
<td>58.69</td>
<td>1972</td>
<td>191</td>
<td>02</td>
<td>30</td>
<td>697</td>
<td>102</td>
<td>222</td>
<td>2023</td>
<td>2972</td>
<td>266</td>
<td>2435</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa</td>
<td>10547</td>
<td>6192</td>
<td>56.69</td>
<td>1905</td>
<td>196</td>
<td>63</td>
<td>31</td>
<td>705</td>
<td>105</td>
<td>254</td>
<td>2569</td>
<td>3012</td>
<td>270</td>
<td>2479</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unincorporated</td>
<td>12647</td>
<td>6180</td>
<td>58.69</td>
<td>1905</td>
<td>196</td>
<td>63</td>
<td>31</td>
<td>705</td>
<td>105</td>
<td>254</td>
<td>2569</td>
<td>3012</td>
<td>270</td>
<td>2479</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Don Pedro CED</td>
<td>1227</td>
<td>660</td>
<td>53.79</td>
<td>185</td>
<td>28</td>
<td>7</td>
<td>2</td>
<td>91</td>
<td>5</td>
<td>28</td>
<td>281</td>
<td>356</td>
<td>31</td>
<td>234</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite Alpine CSD</td>
<td>146</td>
<td>87</td>
<td>58.79</td>
<td>33</td>
<td>5</td>
<td>1</td>
<td>1</td>
<td>8</td>
<td>3</td>
<td>7</td>
<td>33</td>
<td>38</td>
<td>4</td>
<td>44</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)

D.17.a

Packet Pg. 230


<table>
<thead>
<tr>
<th></th>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>STATE TREASURER</th>
<th>WIVEK VISWANATHAN</th>
<th>JACK M. GUERRERO</th>
<th>KEVIN AKIN</th>
<th>GREG CONLON</th>
<th>FIONA MA</th>
<th>ATTORNEY GENERAL</th>
<th>DAVE JONES</th>
<th>STEVEN C. BAILEY</th>
<th>XAVIER BECERRA</th>
<th>ERIC EARLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1828</td>
<td>1040</td>
<td>56.89%</td>
<td>107</td>
<td>234</td>
<td>22</td>
<td>196</td>
<td>424</td>
<td>147</td>
<td>286</td>
<td>403</td>
<td>125</td>
<td>216</td>
<td>152</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1851</td>
<td>992</td>
<td>53.62%</td>
<td>77</td>
<td>250</td>
<td>33</td>
<td>363</td>
<td>235</td>
<td>109</td>
<td>498</td>
<td>243</td>
<td>202</td>
<td>270</td>
<td>362</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2268</td>
<td>1612</td>
<td>56.97%</td>
<td>150</td>
<td>406</td>
<td>24</td>
<td>527</td>
<td>364</td>
<td>148</td>
<td>842</td>
<td>321</td>
<td>270</td>
<td>270</td>
<td>362</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
<td>1966</td>
<td>58.26%</td>
<td>88</td>
<td>318</td>
<td>12</td>
<td>328</td>
<td>383</td>
<td>163</td>
<td>420</td>
<td>311</td>
<td>212</td>
<td>212</td>
<td>212</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2550</td>
<td>1451</td>
<td>56.00%</td>
<td>99</td>
<td>402</td>
<td>33</td>
<td>471</td>
<td>389</td>
<td>189</td>
<td>558</td>
<td>288</td>
<td>322</td>
<td>322</td>
<td>322</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10399</td>
<td>6033</td>
<td>58.69%</td>
<td>426</td>
<td>1597</td>
<td>124</td>
<td>1846</td>
<td>1727</td>
<td>735</td>
<td>2298</td>
<td>1547</td>
<td>1146</td>
<td>1146</td>
<td>1146</td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>10547</td>
<td>6190</td>
<td>56.69%</td>
<td>436</td>
<td>1510</td>
<td>124</td>
<td>1869</td>
<td>1756</td>
<td>752</td>
<td>2324</td>
<td>1573</td>
<td>1161</td>
<td>1161</td>
<td>1161</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10497</td>
<td>6160</td>
<td>56.69%</td>
<td>436</td>
<td>1612</td>
<td>124</td>
<td>1869</td>
<td>1756</td>
<td>752</td>
<td>2324</td>
<td>1573</td>
<td>1161</td>
<td>1161</td>
<td>1161</td>
</tr>
<tr>
<td>Lake Don Pedro CSD</td>
<td>1227</td>
<td>660</td>
<td>53.79%</td>
<td>51</td>
<td>183</td>
<td>23</td>
<td>239</td>
<td>151</td>
<td>66</td>
<td>274</td>
<td>157</td>
<td>136</td>
<td>136</td>
<td>136</td>
</tr>
<tr>
<td>Yosemite Apar CSD</td>
<td>148</td>
<td>87</td>
<td>56.78%</td>
<td>11</td>
<td>23</td>
<td>0</td>
<td>23</td>
<td>29</td>
<td>17</td>
<td>26</td>
<td>26</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Registration</td>
<td>Ballots Cast</td>
<td>Turnout (%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
<td>-------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Portal 1001</td>
<td>310</td>
<td>48 15.46</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>48 15.46</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>236</td>
<td>43 18.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>236</td>
<td>43 18.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>McPines 1003</td>
<td>250</td>
<td>67 26.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>McPines - Vote by Mail</td>
<td>250</td>
<td>67 26.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strawberry - Vote by Mail</td>
<td>59</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite 1096</td>
<td>344</td>
<td>43 15.17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>43 15.17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jerseydale 1005</td>
<td>362</td>
<td>65 18.23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
<td>65 18.23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>26</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>26</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>585</td>
<td>77 41.15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>585</td>
<td>77 41.15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excursion 2003</td>
<td>642</td>
<td>73 43.45</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excursion - Vote by Mail</td>
<td>642</td>
<td>73 43.45</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
<td>96 16.42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>96 16.42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun Valley 3001</td>
<td>639</td>
<td>72 26.92</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun Valley - Vote by Mail</td>
<td>639</td>
<td>72 26.92</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mormon Bar 3004</td>
<td>744</td>
<td>145 19.49</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mormon Bar - Vote by Mail</td>
<td>744</td>
<td>145 19.49</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakdale 305</td>
<td>54</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakdale - Vote by Mail</td>
<td>54</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt. Bullion 3006</td>
<td>244</td>
<td>46 18.85</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt. Bullion - Vote by Mail</td>
<td>244</td>
<td>46 18.85</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Darragh 4001</td>
<td>554</td>
<td>116 20.94</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Darragh - Vote by Mail</td>
<td>554</td>
<td>116 20.94</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mormon Bar 3004</td>
<td>149</td>
<td>67 35.79</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mormon Bar - Vote by Mail</td>
<td>149</td>
<td>67 35.79</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>653</td>
<td>99 16.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>653</td>
<td>99 16.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wasaona 5003</td>
<td>148</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wasaona - Vote by Mail</td>
<td>148</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westfall 5004</td>
<td>697</td>
<td>98 14.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>697</td>
<td>98 14.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549</td>
<td>80 14.57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549</td>
<td>80 14.57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Precinct Totals**

| 10547 | 1571 | 15.84 |

**Vote by Mail Totals**

| 10547 | 4519 | 42.65 |

**Grand Totals**

| 10547 | 6160 | 58.69 |

**CALIFORNIA**

| 10547 | 6160 | 58.69 |

**4TH CONGRESSIONAL DISTRICT**

| 10547 | 6160 | 58.69 |

**8TH SENATE DISTRICT**

| 10547 | 6160 | 58.69 |

**5TH ASSEMBLY DISTRICT**

| 10547 | 6160 | 58.69 |

**1st BOARD OF EQUALIZATION**

| 10547 | 6160 | 58.69 |
### MARIPOSA COUNTY Statement of Vote

**MAR_20180605_E**

<table>
<thead>
<tr>
<th><em><strong>Grand Totals</strong></em></th>
<th>100007</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registration</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Ballots Cast</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Turnout (%)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>STATE TREASURER</strong></td>
<td></td>
</tr>
<tr>
<td><strong>WEEKVSWANATHAN</strong></td>
<td></td>
</tr>
<tr>
<td><strong>JACK M. GUERRERO</strong></td>
<td></td>
</tr>
<tr>
<td><strong>KEVIN AKIN</strong></td>
<td></td>
</tr>
<tr>
<td><strong>GREG CONLON</strong></td>
<td></td>
</tr>
<tr>
<td><strong>FIONA MA</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ATTORNEY GENERAL</strong></td>
<td></td>
</tr>
<tr>
<td><strong>DAVE JONES</strong></td>
<td></td>
</tr>
<tr>
<td><strong>STEVEN C. BAILEY</strong></td>
<td></td>
</tr>
<tr>
<td><strong>XAVIER BECERRA</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ERIC EARLY</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>1st SUPERVISOR DISTRICT</th>
<th>2nd SUPERVISOR DISTRICT</th>
<th>3rd SUPERVISOR DISTRICT</th>
<th>4th SUPERVISOR DISTRICT</th>
<th>5th SUPERVISOR DISTRICT</th>
<th>MARIPOSA COUNTY UNIFIED</th>
<th>MARIPPOSA</th>
<th>UNINCORPORATED</th>
<th>Lake Don Pedro CSD</th>
<th>Yosemite Alpine CSD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>1628</td>
<td>1592</td>
<td>1602</td>
<td>2051</td>
<td>2550</td>
<td>10200</td>
<td>10347</td>
<td>10047</td>
<td>1227</td>
<td>148</td>
</tr>
<tr>
<td>Ballots Cast</td>
<td>1643</td>
<td>1512</td>
<td>1601</td>
<td>1995</td>
<td>1995</td>
<td>10100</td>
<td>10100</td>
<td>10100</td>
<td>660</td>
<td>87</td>
</tr>
<tr>
<td>Turnout (%)</td>
<td>56.89</td>
<td>66.97</td>
<td>53.62</td>
<td>58.26</td>
<td>55.90</td>
<td>58.69</td>
<td>58.69</td>
<td>58.69</td>
<td>53.79</td>
<td>58.76</td>
</tr>
</tbody>
</table>
### Non-Partisan Insurance Commissioner

<table>
<thead>
<tr>
<th>Registration</th>
<th>Bills Cast</th>
<th>Turnout (%)</th>
<th>STEVE POZNER</th>
<th>RICARDO LARA</th>
<th>NATALIE HRZEI</th>
<th>ASIF MAHMOOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Portal 1001</td>
<td>310</td>
<td>46.5</td>
<td>15.48</td>
<td>6</td>
<td>25</td>
<td>1</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>125</td>
<td>40.32</td>
<td>25</td>
<td>26</td>
<td>9</td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>198</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>198</td>
<td>125</td>
<td>67.02</td>
<td>63</td>
<td>36</td>
<td>9</td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>565</td>
<td>74</td>
<td>13.10</td>
<td>45</td>
<td>6</td>
<td>9</td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>565</td>
<td>264</td>
<td>46.73</td>
<td>130</td>
<td>73</td>
<td>18</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>59</td>
<td>33</td>
<td>55.93</td>
<td>15</td>
<td>12</td>
<td>0</td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>344</td>
<td>54</td>
<td>15.70</td>
<td>10</td>
<td>19</td>
<td>7</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>78</td>
<td>22.57</td>
<td>28</td>
<td>22</td>
<td>3</td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td>652</td>
<td>60</td>
<td>18.23</td>
<td>46</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>652</td>
<td>172</td>
<td>26.47</td>
<td>64</td>
<td>35</td>
<td>12</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>28</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>28</td>
<td>14</td>
<td>53.58</td>
<td>4</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>565</td>
<td>67</td>
<td>11.45</td>
<td>46</td>
<td>11</td>
<td>3</td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>565</td>
<td>244</td>
<td>41.71</td>
<td>131</td>
<td>55</td>
<td>21</td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td>642</td>
<td>73</td>
<td>10.95</td>
<td>52</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
<td>270</td>
<td>43.46</td>
<td>152</td>
<td>64</td>
<td>13</td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>97</td>
<td>98</td>
<td>16.42</td>
<td>52</td>
<td>21</td>
<td>5</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>97</td>
<td>220</td>
<td>36.85</td>
<td>117</td>
<td>40</td>
<td>10</td>
</tr>
<tr>
<td>Catheys Valley 3001</td>
<td>639</td>
<td>172</td>
<td>26.92</td>
<td>94</td>
<td>31</td>
<td>8</td>
</tr>
<tr>
<td>Catheys Valley - Vote by Mail</td>
<td>639</td>
<td>232</td>
<td>36.44</td>
<td>147</td>
<td>49</td>
<td>13</td>
</tr>
<tr>
<td>Hamiltos 3002</td>
<td>125</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hamiltos - Vote by Mail</td>
<td>125</td>
<td>102</td>
<td>81.60</td>
<td>64</td>
<td>17</td>
<td>4</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>462</td>
<td>77</td>
<td>16.97</td>
<td>36</td>
<td>17</td>
<td>9</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>462</td>
<td>237</td>
<td>49.13</td>
<td>129</td>
<td>48</td>
<td>14</td>
</tr>
<tr>
<td>Mormon Bar 3004</td>
<td>744</td>
<td>145</td>
<td>19.49</td>
<td>74</td>
<td>25</td>
<td>12</td>
</tr>
<tr>
<td>Mormon Bar - Vote by Mail</td>
<td>744</td>
<td>342</td>
<td>45.97</td>
<td>161</td>
<td>98</td>
<td>22</td>
</tr>
<tr>
<td>Oakdale 3005</td>
<td>54</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Oakdale - Vote by Mail</td>
<td>54</td>
<td>44</td>
<td>81.48</td>
<td>35</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>49</td>
<td>18.85</td>
<td>19</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>106</td>
<td>43.03</td>
<td>56</td>
<td>22</td>
<td>5</td>
</tr>
<tr>
<td>Darran 4001</td>
<td>554</td>
<td>119</td>
<td>20.94</td>
<td>72</td>
<td>21</td>
<td>4</td>
</tr>
<tr>
<td>Darran - Vote by Mail</td>
<td>554</td>
<td>229</td>
<td>41.10</td>
<td>122</td>
<td>49</td>
<td>9</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>666</td>
<td>121</td>
<td>18.17</td>
<td>54</td>
<td>33</td>
<td>9</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>666</td>
<td>264</td>
<td>39.64</td>
<td>118</td>
<td>83</td>
<td>11</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480</td>
<td>88</td>
<td>18.33</td>
<td>41</td>
<td>26</td>
<td>4</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
<td>174</td>
<td>36.25</td>
<td>66</td>
<td>61</td>
<td>9</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>59</td>
<td>16.81</td>
<td>39</td>
<td>7</td>
<td>3</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>145</td>
<td>41.31</td>
<td>76</td>
<td>35</td>
<td>12</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>533</td>
<td>83</td>
<td>15.67</td>
<td>46</td>
<td>15</td>
<td>4</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>533</td>
<td>224</td>
<td>42.03</td>
<td>127</td>
<td>47</td>
<td>9</td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>653</td>
<td>109</td>
<td>16.69</td>
<td>62</td>
<td>17</td>
<td>6</td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>653</td>
<td>257</td>
<td>39.36</td>
<td>149</td>
<td>50</td>
<td>14</td>
</tr>
<tr>
<td>Washtenawa 5003</td>
<td>149</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Washtenawa - Vote by Mail</td>
<td>149</td>
<td>67</td>
<td>45.77</td>
<td>50</td>
<td>19</td>
<td>7</td>
</tr>
<tr>
<td>Westfall 5004</td>
<td>667</td>
<td>98</td>
<td>14.69</td>
<td>52</td>
<td>24</td>
<td>3</td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>667</td>
<td>255</td>
<td>44.23</td>
<td>153</td>
<td>85</td>
<td>10</td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549</td>
<td>80</td>
<td>14.67</td>
<td>42</td>
<td>17</td>
<td>2</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549</td>
<td>218</td>
<td>39.71</td>
<td>129</td>
<td>43</td>
<td>10</td>
</tr>
<tr>
<td>Precinct Totals</td>
<td>10547</td>
<td>1671</td>
<td>15.8</td>
<td>866</td>
<td>335</td>
<td>92</td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td>10547</td>
<td>4519</td>
<td>42.85</td>
<td>2231</td>
<td>1102</td>
<td>240</td>
</tr>
<tr>
<td>Grand Totals</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>3237</td>
<td>1440</td>
<td>332</td>
</tr>
</tbody>
</table>

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
**Grand Totals**

<p>| 100009 | <strong>NON-PARTISAN INSURANCE COMMISSIONER</strong> |
|---|---|---|---|---|---|
| Registration | Ballots Cast | Turnout (%) | STEVE POIZNER | RICARDO LARA | NATHALIE HRIEI | ASIF MAHMOOD |
| 1st SUPERVISOR DISTRICT | 1825 | 1045 | 56.69 | 480 | 256 | 61 | 115 |
| 2nd SUPERVISOR DISTRICT | 1852 | 992 | 53.02 | 396 | 156 | 62 | 91 |
| 3rd SUPERVISOR DISTRICT | 2268 | 1512 | 66.67 | 816 | 314 | 92 | 74 |
| 4th SUPERVISOR DISTRICT | 2051 | 1195 | 58.26 | 588 | 315 | 57 | 92 |
| 5th SUPERVISOR DISTRICT | 2550 | 1451 | 56.90 | 810 | 317 | 60 | 101 |
| MARIPOSA COUNTY UNIFIED | 10390 | 6103 | 58.69 | 3187 | 1421 | 330 | 470 |
| MARIPOSA | 10247 | 6190 | 58.69 | 3237 | 1440 | 332 | 483 |
| UNINCORPORATED | 10247 | 6190 | 58.69 | 3237 | 1440 | 332 | 483 |
| Lake Don Pedro CSD | 1227 | 663 | 53.70 | 391 | 134 | 40 | 50 |
| Yosemite Alpine CSD | 140 | 87 | 58.78 | 50 | 19 | 2 | 7 |</p>
<table>
<thead>
<tr>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>TED GAINES</th>
<th>CONNIE CONWAY</th>
<th>DAVID EVANS</th>
<th>TOM HALLINAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Portal 1001</td>
<td>310</td>
<td>48</td>
<td>15.48</td>
<td>1</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>125</td>
<td>40.32</td>
<td>9</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>Sweater Creek 1002</td>
<td>188</td>
<td>3</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>Sweeney Creek - Vote by Mail</td>
<td>188</td>
<td>125</td>
<td>67.02</td>
<td>30</td>
<td>10</td>
<td>21</td>
</tr>
<tr>
<td>Midpines 1000</td>
<td>565</td>
<td>74</td>
<td>13.10</td>
<td>17</td>
<td>10</td>
<td>19</td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>565</td>
<td>264</td>
<td>46.73</td>
<td>94</td>
<td>42</td>
<td>29</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>59</td>
<td>33</td>
<td>55.93</td>
<td>5</td>
<td>5</td>
<td>17</td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>244</td>
<td>54</td>
<td>15.70</td>
<td>4</td>
<td>9</td>
<td>3</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>244</td>
<td>78</td>
<td>22.67</td>
<td>9</td>
<td>11</td>
<td>4</td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td>362</td>
<td>60</td>
<td>18.23</td>
<td>23</td>
<td>19</td>
<td>10</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
<td>172</td>
<td>47.51</td>
<td>82</td>
<td>22</td>
<td>28</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>28</td>
<td>14</td>
<td>53.85</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>28</td>
<td>14</td>
<td>53.85</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>585</td>
<td>67</td>
<td>11.45</td>
<td>21</td>
<td>16</td>
<td>12</td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>585</td>
<td>244</td>
<td>41.71</td>
<td>80</td>
<td>44</td>
<td>30</td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td>642</td>
<td>70</td>
<td>10.90</td>
<td>34</td>
<td>12</td>
<td>13</td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
<td>279</td>
<td>43.45</td>
<td>90</td>
<td>47</td>
<td>32</td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>697</td>
<td>86</td>
<td>16.42</td>
<td>25</td>
<td>16</td>
<td>22</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>697</td>
<td>223</td>
<td>36.85</td>
<td>61</td>
<td>42</td>
<td>28</td>
</tr>
<tr>
<td>Catheys Valley 3001</td>
<td>630</td>
<td>172</td>
<td>26.92</td>
<td>58</td>
<td>30</td>
<td>28</td>
</tr>
<tr>
<td>Catheys Valley - Vote by Mail</td>
<td>630</td>
<td>252</td>
<td>39.44</td>
<td>79</td>
<td>42</td>
<td>53</td>
</tr>
<tr>
<td>Humnoos 3002</td>
<td>125</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Humnoos - Vote by Mail</td>
<td>125</td>
<td>125</td>
<td>100.00</td>
<td>59</td>
<td>59</td>
<td>24</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>400</td>
<td>77</td>
<td>19.67</td>
<td>25</td>
<td>12</td>
<td>13</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>400</td>
<td>227</td>
<td>49.13</td>
<td>85</td>
<td>35</td>
<td>32</td>
</tr>
<tr>
<td>Mormon Bar 3004</td>
<td>744</td>
<td>145</td>
<td>19.49</td>
<td>41</td>
<td>31</td>
<td>18</td>
</tr>
<tr>
<td>Mormon Bar - Vote by Mail</td>
<td>744</td>
<td>342</td>
<td>45.97</td>
<td>81</td>
<td>59</td>
<td>43</td>
</tr>
<tr>
<td>Oakdale 3005</td>
<td>54</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Oakdale - Vote by Mail</td>
<td>54</td>
<td>44</td>
<td>81.48</td>
<td>12</td>
<td>17</td>
<td>12</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>46</td>
<td>18.85</td>
<td>12</td>
<td>7</td>
<td>11</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>109</td>
<td>43.03</td>
<td>38</td>
<td>19</td>
<td>18</td>
</tr>
<tr>
<td>Darrah 4001</td>
<td>554</td>
<td>116</td>
<td>20.40</td>
<td>39</td>
<td>17</td>
<td>21</td>
</tr>
<tr>
<td>Darrah - Vote by Mail</td>
<td>554</td>
<td>228</td>
<td>41.16</td>
<td>72</td>
<td>30</td>
<td>41</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>668</td>
<td>121</td>
<td>18.17</td>
<td>35</td>
<td>16</td>
<td>14</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>668</td>
<td>264</td>
<td>39.64</td>
<td>87</td>
<td>44</td>
<td>35</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480</td>
<td>88</td>
<td>18.33</td>
<td>15</td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
<td>174</td>
<td>36.25</td>
<td>40</td>
<td>33</td>
<td>24</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>59</td>
<td>16.81</td>
<td>20</td>
<td>13</td>
<td>7</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>145</td>
<td>41.31</td>
<td>56</td>
<td>21</td>
<td>17</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>533</td>
<td>83</td>
<td>15.57</td>
<td>25</td>
<td>15</td>
<td>14</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>533</td>
<td>224</td>
<td>42.03</td>
<td>78</td>
<td>50</td>
<td>30</td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>553</td>
<td>109</td>
<td>19.69</td>
<td>40</td>
<td>15</td>
<td>23</td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>553</td>
<td>257</td>
<td>36.30</td>
<td>91</td>
<td>52</td>
<td>35</td>
</tr>
<tr>
<td>Wiwowa 6003</td>
<td>148</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Wiwowa - Vote by Mail</td>
<td>148</td>
<td>67</td>
<td>45.78</td>
<td>21</td>
<td>22</td>
<td>6</td>
</tr>
<tr>
<td>Westfall 4004</td>
<td>527</td>
<td>91</td>
<td>14.69</td>
<td>31</td>
<td>21</td>
<td>16</td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>527</td>
<td>296</td>
<td>40.43</td>
<td>98</td>
<td>47</td>
<td>41</td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549</td>
<td>80</td>
<td>14.57</td>
<td>20</td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549</td>
<td>210</td>
<td>39.71</td>
<td>75</td>
<td>42</td>
<td>30</td>
</tr>
<tr>
<td>Precinct Totals</td>
<td>10547</td>
<td>1671</td>
<td>15.84</td>
<td>486</td>
<td>308</td>
<td>269</td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td>10547</td>
<td>4519</td>
<td>42.85</td>
<td>1343</td>
<td>749</td>
<td>656</td>
</tr>
<tr>
<td>Grand Totals</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>1829</td>
<td>1057</td>
<td>925</td>
</tr>
</tbody>
</table>

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
<table>
<thead>
<tr>
<th></th>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>TED GAINES</th>
<th>CONNIE CONWAY</th>
<th>DAVID EVANS</th>
<th>TOM HALLINAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1829</td>
<td>1040</td>
<td>96.69</td>
<td>231</td>
<td>145</td>
<td>114</td>
<td>461</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1851</td>
<td>982</td>
<td>53.02</td>
<td>313</td>
<td>192</td>
<td>170</td>
<td>291</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2289</td>
<td>1512</td>
<td>66.67</td>
<td>470</td>
<td>256</td>
<td>262</td>
<td>386</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
<td>1190</td>
<td>58.26</td>
<td>338</td>
<td>191</td>
<td>175</td>
<td>384</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2500</td>
<td>1451</td>
<td>56.90</td>
<td>479</td>
<td>251</td>
<td>214</td>
<td>374</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10390</td>
<td>6103</td>
<td>58.69</td>
<td>1808</td>
<td>1035</td>
<td>917</td>
<td>1865</td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td>1829</td>
<td>1057</td>
<td>925</td>
<td>1899</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>1227</td>
<td>660</td>
<td>53.70</td>
<td>225</td>
<td>122</td>
<td>107</td>
<td>185</td>
</tr>
<tr>
<td>Lake Don Pedro CSO</td>
<td>148</td>
<td>87</td>
<td>55.78</td>
<td>21</td>
<td>22</td>
<td>8</td>
<td>31</td>
</tr>
</tbody>
</table>

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
<table>
<thead>
<tr>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>GERALD PLUMMER</th>
<th>TOM PALMER</th>
<th>JOHN THOMPSON PARKER</th>
<th>DOUGLAS HOWARD PIERCE</th>
<th>HERBERT G. PETERS</th>
<th>JAMES P. BRADLEY</th>
<th>ARUN K. BHUMIANDRA</th>
<th>JERRY-JOSEPH LAWS</th>
<th>PATRICK LITTLE</th>
<th>TIM GILDESLIEVE</th>
<th>MICHAEL FAMILY GIORGIS</th>
<th>DON J. GRUNDMANN</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Portal - 1001</td>
<td>310</td>
<td>24</td>
<td>15.48</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>198</td>
<td>0</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>198</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>505</td>
<td>74</td>
<td>13.10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>505</td>
<td>74</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Middle Creek - Vote by Mail</td>
<td>505</td>
<td>74</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>59</td>
<td>0</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>344</td>
<td>54</td>
<td>15.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>54</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jardesdale 1006</td>
<td>392</td>
<td>96</td>
<td>18.23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jardesdale - Vote by Mail</td>
<td>392</td>
<td>96</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>South Fork 2017</td>
<td>26</td>
<td>0</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>South Fork - Vote by Mail</td>
<td>26</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>South Fork 2017</td>
<td>26</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>585</td>
<td>67</td>
<td>11.46</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>585</td>
<td>67</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td>642</td>
<td>70</td>
<td>10.96</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
<td>70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
<td>96</td>
<td>16.42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>96</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clear Creek Valley 3001</td>
<td>632</td>
<td>172</td>
<td>27.63</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clear Creek Valley - Vote by Mail</td>
<td>632</td>
<td>172</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Horizons 3002</td>
<td>166</td>
<td>1</td>
<td>0.06</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Horizons - Vote by Mail</td>
<td>166</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>452</td>
<td>77</td>
<td>16.37</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>452</td>
<td>77</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>452</td>
<td>77</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marmor Bar 3004</td>
<td>744</td>
<td>145</td>
<td>19.49</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marmor Bar - Vote by Mail</td>
<td>744</td>
<td>145</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakville 3005</td>
<td>54</td>
<td>0</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakville - Vote by Mail</td>
<td>54</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt. Bullion 3006</td>
<td>244</td>
<td>46</td>
<td>18.85</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt. Bullion - Vote by Mail</td>
<td>244</td>
<td>46</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Darin 4001</td>
<td>556</td>
<td>116</td>
<td>20.94</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Darin - Vote by Mail</td>
<td>556</td>
<td>116</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>696</td>
<td>131</td>
<td>18.17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>696</td>
<td>131</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>490</td>
<td>88</td>
<td>18.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>490</td>
<td>88</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>142</td>
<td>41.37</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>142</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>533</td>
<td>15.57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>533</td>
<td>15.57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pondens 6002</td>
<td>650</td>
<td>109</td>
<td>16.96</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pondens - Vote by Mail</td>
<td>650</td>
<td>109</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wawona 5003</td>
<td>146</td>
<td>0</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wawona - Vote by Mail</td>
<td>146</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westfall 5004</td>
<td>567</td>
<td>98</td>
<td>16.66</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>567</td>
<td>98</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humbit Creek 6005</td>
<td>549</td>
<td>80</td>
<td>14.57</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humbit Creek - Vote by Mail</td>
<td>549</td>
<td>80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humbit Creek 6005</td>
<td>549</td>
<td>80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Precinct Totals</td>
<td>10547</td>
<td>1071</td>
<td>15.54</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td>10547</td>
<td>4519</td>
<td>42.85</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Totals</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CALIFORNIA</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4TH CONGRESSIONAL DISTRICT</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8TH SENATE DISTRICT</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5TH ASSEMBLY DISTRICT</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st BOARD OF EQUALIZATION</td>
<td>10547</td>
<td>6190</td>
<td>58.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### MARIPOSA COUNTY Statement of Vote
MAR_20180605_E

<table>
<thead>
<tr>
<th><strong>Grand Totals</strong></th>
<th><strong>NON-PARTISAN U.S. SENATOR</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>100011</td>
<td></td>
</tr>
<tr>
<td><strong>Registration</strong></td>
<td><strong>Ballots Cast</strong></td>
</tr>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>18329</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1802</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2328</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2500</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10350</td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>10547</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10347</td>
</tr>
<tr>
<td>Lake Don Pedro CSO</td>
<td>1227</td>
</tr>
<tr>
<td>Yosemite Alpine CSO</td>
<td>145</td>
</tr>
</tbody>
</table>

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)

D.17.a

Packet Pg. 240


<table>
<thead>
<tr>
<th></th>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1826</td>
<td>1040</td>
<td>56.69</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1650</td>
<td>992</td>
<td>53.62</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2208</td>
<td>1512</td>
<td>66.67</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
<td>1195</td>
<td>56.26</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2550</td>
<td>1451</td>
<td>56.90</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10399</td>
<td>6103</td>
<td>58.69</td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>10347</td>
<td>6103</td>
<td>58.69</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10347</td>
<td>6103</td>
<td>58.69</td>
</tr>
<tr>
<td>Lake Don Pedro CSD</td>
<td>1227</td>
<td>660</td>
<td>53.78</td>
</tr>
<tr>
<td>Yosemite Alpine CSD</td>
<td>148</td>
<td>87</td>
<td>58.78</td>
</tr>
<tr>
<td><strong>Grand Totals</strong></td>
<td><strong>100011</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Partisan U.S. Senator</td>
<td>JASON M. HANANIA</td>
<td>DAVID HILDEBRAND</td>
<td>ROQUE &quot;ROCKY&quot; DE LA FUENTE</td>
</tr>
<tr>
<td>---------------------------</td>
<td>------------------</td>
<td>-----------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>El Portal 1001</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>516</td>
<td>0</td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>198</td>
<td>126</td>
<td>67.02</td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>565</td>
<td>74</td>
<td>13.10</td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>565</td>
<td>264</td>
<td>46.73</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>244</td>
<td>54</td>
<td>15.70</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>78</td>
<td>22.67</td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td>362</td>
<td>65</td>
<td>18.23</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
<td>172</td>
<td>47.51</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>26</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>26</td>
<td>4</td>
<td>15.38</td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>585</td>
<td>67</td>
<td>11.45</td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>585</td>
<td>244</td>
<td>41.71</td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td>642</td>
<td>70</td>
<td>10.99</td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
<td>279</td>
<td>43.46</td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
<td>98</td>
<td>16.42</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>222</td>
<td>36.85</td>
</tr>
<tr>
<td>Catheys Valley 3001</td>
<td>639</td>
<td>172</td>
<td>26.92</td>
</tr>
<tr>
<td>Catheys Valley - Vote by Mail</td>
<td>639</td>
<td>252</td>
<td>39.44</td>
</tr>
<tr>
<td>Hornitos 3002</td>
<td>125</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Hornitos - Vote by Mail</td>
<td>125</td>
<td>102</td>
<td>81.63</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>462</td>
<td>77</td>
<td>16.67</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>462</td>
<td>227</td>
<td>49.13</td>
</tr>
<tr>
<td>Morrow Bar 3004</td>
<td>744</td>
<td>145</td>
<td>19.49</td>
</tr>
<tr>
<td>Morrow Bar - Vote by Mail</td>
<td>744</td>
<td>342</td>
<td>45.97</td>
</tr>
<tr>
<td>Oakville 3005</td>
<td>54</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Oakville - Vote by Mail</td>
<td>54</td>
<td>44</td>
<td>81.49</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>46</td>
<td>18.85</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>103</td>
<td>43.03</td>
</tr>
<tr>
<td>Darrah 4001</td>
<td>554</td>
<td>118</td>
<td>20.94</td>
</tr>
<tr>
<td>Darrah - Vote by Mail</td>
<td>554</td>
<td>226</td>
<td>41.16</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>666</td>
<td>121</td>
<td>18.17</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>666</td>
<td>264</td>
<td>39.64</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480</td>
<td>88</td>
<td>18.33</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
<td>174</td>
<td>36.25</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>59</td>
<td>16.81</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>145</td>
<td>41.31</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>532</td>
<td>83</td>
<td>15.97</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>532</td>
<td>224</td>
<td>42.03</td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>653</td>
<td>109</td>
<td>16.69</td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>653</td>
<td>257</td>
<td>39.36</td>
</tr>
<tr>
<td>Wilnow 5003</td>
<td>148</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Wilnow - Vote by Mail</td>
<td>148</td>
<td>87</td>
<td>59.78</td>
</tr>
<tr>
<td>Westfall 5004</td>
<td>667</td>
<td>98</td>
<td>14.95</td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>667</td>
<td>295</td>
<td>44.23</td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549</td>
<td>80</td>
<td>14.57</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549</td>
<td>216</td>
<td>39.71</td>
</tr>
<tr>
<td>Precinct Totals</td>
<td>10547</td>
<td>1671</td>
<td>15.84</td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td>10547</td>
<td>4519</td>
<td>42.65</td>
</tr>
<tr>
<td>Grand Totals</td>
<td>10547</td>
<td>6160</td>
<td>58.69</td>
</tr>
<tr>
<td>CALIFORNIA 11</td>
<td>10547</td>
<td>6160</td>
<td>58.69</td>
</tr>
<tr>
<td>4TH CONGRESSIONAL DISTRICT</td>
<td>10547</td>
<td>6160</td>
<td>58.69</td>
</tr>
<tr>
<td>8TH SENATE DISTRICT</td>
<td>10547</td>
<td>6160</td>
<td>58.69</td>
</tr>
<tr>
<td>5TH ASSEMBLY DISTRICT</td>
<td>10547</td>
<td>6160</td>
<td>58.69</td>
</tr>
<tr>
<td>1st BOARD OF EQUALIZATION</td>
<td>10547</td>
<td>6160</td>
<td>58.69</td>
</tr>
<tr>
<td><strong>Grand Totals</strong></td>
<td>NON-PARTISAN U.S. SENATOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Registration</td>
<td>Ballots Cast</td>
<td>Turnout (%)</td>
</tr>
<tr>
<td><strong>1st SUPERVISOR DISTRICT</strong></td>
<td>1026</td>
<td>1040</td>
<td>96.89%</td>
</tr>
<tr>
<td><strong>2nd SUPERVISOR DISTRICT</strong></td>
<td>1850</td>
<td>1992</td>
<td>53.62%</td>
</tr>
<tr>
<td><strong>3rd SUPERVISOR DISTRICT</strong></td>
<td>2200</td>
<td>1512</td>
<td>06.07%</td>
</tr>
<tr>
<td><strong>4th SUPERVISOR DISTRICT</strong></td>
<td>2051</td>
<td>1196</td>
<td>58.38%</td>
</tr>
<tr>
<td><strong>5th SUPERVISOR DISTRICT</strong></td>
<td>2550</td>
<td>1451</td>
<td>56.39%</td>
</tr>
<tr>
<td><strong>MARIPOSA COUNTY UNIFIED</strong></td>
<td>10399</td>
<td>61203</td>
<td>58.69%</td>
</tr>
<tr>
<td><strong>MARIPOSA</strong></td>
<td>10541</td>
<td>61960</td>
<td>58.69%</td>
</tr>
<tr>
<td><strong>UNINCORPORATED</strong></td>
<td>10547</td>
<td>61960</td>
<td>58.69%</td>
</tr>
<tr>
<td><strong>Lake Don Pedro CSD</strong></td>
<td>1227</td>
<td>660</td>
<td>53.78%</td>
</tr>
<tr>
<td><strong>Yosemite Alpine CSD</strong></td>
<td>148</td>
<td>87</td>
<td>58.78%</td>
</tr>
<tr>
<td>Registration</td>
<td>Bulls Cast</td>
<td>Turnout (%)</td>
<td>REGINA BATSON</td>
</tr>
<tr>
<td>--------------</td>
<td>------------</td>
<td>-------------</td>
<td>---------------</td>
</tr>
<tr>
<td>El Portal   1001</td>
<td>310 48</td>
<td>15.46%</td>
<td>9 1</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310 48</td>
<td>15.46%</td>
<td>9 1</td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>188 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>188 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Miopines 1003</td>
<td>500 74</td>
<td>13.10%</td>
<td>4 1</td>
</tr>
<tr>
<td>Miopines - Vote by Mail</td>
<td>500 74</td>
<td>13.10%</td>
<td>4 1</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>58 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>58 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>344 54</td>
<td>15.70%</td>
<td>14 6</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344 54</td>
<td>15.70%</td>
<td>14 6</td>
</tr>
<tr>
<td>Jerseyville 1006</td>
<td>302 66</td>
<td>18.23%</td>
<td>6 2</td>
</tr>
<tr>
<td>Jerseyville - Vote by Mail</td>
<td>302 66</td>
<td>18.23%</td>
<td>6 2</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>20 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>20 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>585 67</td>
<td>11.45%</td>
<td>8 2</td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>585 67</td>
<td>11.45%</td>
<td>8 2</td>
</tr>
<tr>
<td>Excelsior 2003</td>
<td>642 70</td>
<td>10.95%</td>
<td>3 1</td>
</tr>
<tr>
<td>Excelsior - Vote by Mail</td>
<td>642 70</td>
<td>10.95%</td>
<td>3 1</td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>397 98</td>
<td>16.42%</td>
<td>14 6</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>397 98</td>
<td>16.42%</td>
<td>14 6</td>
</tr>
<tr>
<td>Cathys Valley 3001</td>
<td>630 172</td>
<td>26.92%</td>
<td>3 5</td>
</tr>
<tr>
<td>Cathys Valley - Vote by Mail</td>
<td>630 172</td>
<td>26.92%</td>
<td>3 5</td>
</tr>
<tr>
<td>Honnits 3002</td>
<td>125 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Honnits - Vote by Mail</td>
<td>125 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>462 77</td>
<td>16.67%</td>
<td>4 5</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>462 77</td>
<td>16.67%</td>
<td>4 5</td>
</tr>
<tr>
<td>Mormon Bar 3004</td>
<td>744 145</td>
<td>19.49%</td>
<td>9 3</td>
</tr>
<tr>
<td>Mormon Bar - Vote by Mail</td>
<td>744 145</td>
<td>19.49%</td>
<td>9 3</td>
</tr>
<tr>
<td>Oakvale 3005</td>
<td>54 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Oakvale - Vote by Mail</td>
<td>54 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Oakdale - Vote by Mail</td>
<td>54 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244 46</td>
<td>18.85%</td>
<td>2 0</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244 46</td>
<td>18.85%</td>
<td>2 0</td>
</tr>
<tr>
<td>Darrin 4001</td>
<td>554 116</td>
<td>20.94%</td>
<td>6 4</td>
</tr>
<tr>
<td>Darrin - Vote by Mail</td>
<td>554 116</td>
<td>20.94%</td>
<td>6 4</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>608 121</td>
<td>19.17%</td>
<td>2 3</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>608 121</td>
<td>19.17%</td>
<td>2 3</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480 88</td>
<td>18.33%</td>
<td>8 1</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480 88</td>
<td>18.33%</td>
<td>8 1</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351 59</td>
<td>16.81%</td>
<td>3 1</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351 59</td>
<td>16.81%</td>
<td>3 1</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>533 83</td>
<td>15.57%</td>
<td>7 4</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>533 83</td>
<td>15.57%</td>
<td>7 4</td>
</tr>
<tr>
<td>Panderosa 5002</td>
<td>653 109</td>
<td>16.69%</td>
<td>4 4</td>
</tr>
<tr>
<td>Panderosa - Vote by Mail</td>
<td>653 109</td>
<td>16.69%</td>
<td>4 4</td>
</tr>
<tr>
<td>Waivona 5003</td>
<td>148 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Waivona - Vote by Mail</td>
<td>148 0</td>
<td>0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>Westfall 5004</td>
<td>667 98</td>
<td>14.69%</td>
<td>8 2</td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>667 98</td>
<td>14.69%</td>
<td>8 2</td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549 80</td>
<td>14.57%</td>
<td>2 0</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549 80</td>
<td>14.57%</td>
<td>2 0</td>
</tr>
<tr>
<td>Precinct Totals</td>
<td>10547 1671</td>
<td>15.84%</td>
<td>116 51</td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td>10547 4519</td>
<td>42.85%</td>
<td>367 94</td>
</tr>
<tr>
<td>Grand Totals</td>
<td>10547 6100</td>
<td>58.69%</td>
<td>513 136</td>
</tr>
<tr>
<td>CALIFORNIA</td>
<td>10547 6100</td>
<td>58.69%</td>
<td>513 136</td>
</tr>
<tr>
<td>4TH CONGRESSIONAL DISTRICT</td>
<td>10547 6100</td>
<td>58.69%</td>
<td>513 136</td>
</tr>
<tr>
<td>8TH SENATE DISTRICT</td>
<td>10547 6100</td>
<td>58.69%</td>
<td>513 136</td>
</tr>
<tr>
<td>5TH ASSEMBLY DISTRICT</td>
<td>10547 6100</td>
<td>58.69%</td>
<td>513 136</td>
</tr>
<tr>
<td>1st BOARD OF EQUALIZATION</td>
<td>10547 6100</td>
<td>58.69%</td>
<td>513 136</td>
</tr>
<tr>
<td><strong>Grand Totals</strong></td>
<td>NON-PARTISAN U.S. REPRESENTATIVE 4TH DISTRICT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>---------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>14M SUPERVISOR DISTRICT</strong></td>
<td><strong>REGINA BATESON</strong></td>
<td><strong>ROBERT LAWTON</strong></td>
<td><strong>MITCHELL WHITE</strong></td>
</tr>
<tr>
<td>Registration</td>
<td>Ballots Cast</td>
<td>Turnout (%)</td>
<td>Ballots Cast</td>
</tr>
<tr>
<td>1829</td>
<td>1045</td>
<td>56.89</td>
<td>122</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1857</td>
<td>952</td>
<td>52.62</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2308</td>
<td>1512</td>
<td>56.67</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
<td>1155</td>
<td>58.26</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2350</td>
<td>1451</td>
<td>56.90</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10369</td>
<td>6103</td>
<td>58.69</td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>10547</td>
<td>6100</td>
<td>58.69</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10547</td>
<td>6100</td>
<td>58.69</td>
</tr>
<tr>
<td>Lake Don Pedro CSO</td>
<td>1227</td>
<td>660</td>
<td>53.79</td>
</tr>
<tr>
<td>Yosemite Alpine CSD</td>
<td>148</td>
<td>87</td>
<td>58.78</td>
</tr>
</tbody>
</table>
## MARIPOSA COUNTY Statement of Vote

### MAR_20180605_E

<table>
<thead>
<tr>
<th>NON-PARTISAN STATE SENATOR 8TH DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
</tr>
<tr>
<td>El Portal 1001</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
</tr>
<tr>
<td>Sweetwater 1002</td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
</tr>
<tr>
<td>Madera 1003</td>
</tr>
<tr>
<td>Madera - Vote by Mail</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
</tr>
<tr>
<td>Yosemtie 1005</td>
</tr>
<tr>
<td>Yosemtie - Vote by Mail</td>
</tr>
<tr>
<td>Jerseydale 1006</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
</tr>
<tr>
<td>Coulterville 2002</td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
</tr>
<tr>
<td>Exchequer 2003</td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
</tr>
<tr>
<td>Red Cloud 2005</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
</tr>
<tr>
<td>Catheys Valley 3001</td>
</tr>
<tr>
<td>Catheys Valley - Vote by Mail</td>
</tr>
<tr>
<td>Henroths 3002</td>
</tr>
<tr>
<td>Henroths - Vote by Mail</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
</tr>
<tr>
<td>Mormon Bar 3004</td>
</tr>
<tr>
<td>Mormon Bar - Vote by Mail</td>
</tr>
<tr>
<td>Oakvale 3005</td>
</tr>
<tr>
<td>Oakvale - Vote by Mail</td>
</tr>
<tr>
<td>Mt. Bullion 3006</td>
</tr>
<tr>
<td>Mt. Bullion - Vote by Mail</td>
</tr>
<tr>
<td>Darrar 4001</td>
</tr>
<tr>
<td>Darrar - Vote by Mail</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
</tr>
<tr>
<td>Ponderosa 5002</td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
</tr>
<tr>
<td>Vitawins 5003</td>
</tr>
<tr>
<td>Vitawins - Vote by Mail</td>
</tr>
<tr>
<td>Westfall 5004</td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
</tr>
<tr>
<td>Precinct Totals</td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
</tr>
<tr>
<td>Grand Totals</td>
</tr>
<tr>
<td>CALIFORNIA</td>
</tr>
<tr>
<td>4TH CONGRESSIONAL DISTRICT</td>
</tr>
<tr>
<td>8TH SENATE DISTRICT</td>
</tr>
<tr>
<td>5TH ASSEMBLY DISTRICT</td>
</tr>
<tr>
<td>1st BOARD OF EQUALIZATION</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>------------------------</td>
</tr>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
</tr>
<tr>
<td>MARIPOSA COUNTY Unified</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
</tr>
<tr>
<td>Lake Don Pedro CSD</td>
</tr>
<tr>
<td>Yosemite Alpine CSD</td>
</tr>
</tbody>
</table>
# MARIPOSA COUNTY Statement of Vote

## NON-PARTISAN STATE ASSEMBLY 5TH DISTRICT

<table>
<thead>
<tr>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Participation (%)</th>
<th>CARLA J. NEAL</th>
<th>FRANK BIGELOW</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Portal 1001</td>
<td>310</td>
<td>58</td>
<td>43</td>
<td>4</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>125</td>
<td>40.32</td>
<td>159</td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>188</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>188</td>
<td>126</td>
<td>67.02</td>
<td>44</td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>565</td>
<td>74</td>
<td>13.10</td>
<td>23</td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>565</td>
<td>264</td>
<td>46.70</td>
<td>126</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>33</td>
<td>56.93</td>
<td>30</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>59</td>
<td>33</td>
<td>56.93</td>
<td>30</td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>344</td>
<td>54</td>
<td>15.70</td>
<td>37</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>78</td>
<td>22.67</td>
<td>54</td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td>302</td>
<td>69</td>
<td>18.23</td>
<td>13</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>302</td>
<td>172</td>
<td>47.51</td>
<td>49</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>28</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>28</td>
<td>14</td>
<td>53.65</td>
<td>7</td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>565</td>
<td>67</td>
<td>11.45</td>
<td>17</td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>565</td>
<td>244</td>
<td>41.71</td>
<td>78</td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td>642</td>
<td>70</td>
<td>10.90</td>
<td>10</td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
<td>279</td>
<td>43.46</td>
<td>65</td>
</tr>
<tr>
<td>Red Cloud 2004</td>
<td>597</td>
<td>94</td>
<td>16.42</td>
<td>52</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>220</td>
<td>36.85</td>
<td>74</td>
</tr>
<tr>
<td>Catheys Valley 3001</td>
<td>630</td>
<td>172</td>
<td>26.92</td>
<td>41</td>
</tr>
<tr>
<td>Catheys Valley - Vote by Mail</td>
<td>630</td>
<td>252</td>
<td>39.44</td>
<td>66</td>
</tr>
<tr>
<td>Hominy 3002</td>
<td>125</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Hominy - Vote by Mail</td>
<td>125</td>
<td>103</td>
<td>81.63</td>
<td>16</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>482</td>
<td>77</td>
<td>16.67</td>
<td>26</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>482</td>
<td>227</td>
<td>47.13</td>
<td>66</td>
</tr>
<tr>
<td>Morran Bar 3004</td>
<td>744</td>
<td>145</td>
<td>19.49</td>
<td>37</td>
</tr>
<tr>
<td>Morran Bar - Vote by Mail</td>
<td>744</td>
<td>342</td>
<td>45.97</td>
<td>136</td>
</tr>
<tr>
<td>Oakview 3005</td>
<td>54</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Oakview - Vote by Mail</td>
<td>54</td>
<td>44</td>
<td>81.48</td>
<td>1</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>45</td>
<td>18.85</td>
<td>8</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>105</td>
<td>43.03</td>
<td>24</td>
</tr>
<tr>
<td>Darran 4001</td>
<td>554</td>
<td>116</td>
<td>20.94</td>
<td>34</td>
</tr>
<tr>
<td>Darran - Vote by Mail</td>
<td>554</td>
<td>229</td>
<td>41.16</td>
<td>72</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>666</td>
<td>121</td>
<td>18.17</td>
<td>49</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>666</td>
<td>264</td>
<td>39.64</td>
<td>113</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480</td>
<td>88</td>
<td>18.33</td>
<td>38</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
<td>174</td>
<td>36.25</td>
<td>72</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>59</td>
<td>16.81</td>
<td>17</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>145</td>
<td>41.31</td>
<td>46</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>533</td>
<td>83</td>
<td>15.57</td>
<td>21</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>533</td>
<td>224</td>
<td>42.03</td>
<td>60</td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>653</td>
<td>103</td>
<td>16.69</td>
<td>24</td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>653</td>
<td>257</td>
<td>39.36</td>
<td>80</td>
</tr>
<tr>
<td>Viola Views 5003</td>
<td>148</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Viola Views - Vote by Mail</td>
<td>148</td>
<td>87</td>
<td>59.78</td>
<td>37</td>
</tr>
<tr>
<td>Washita 5004</td>
<td>667</td>
<td>93</td>
<td>14.69</td>
<td>29</td>
</tr>
<tr>
<td>Washita - Vote by Mail</td>
<td>667</td>
<td>293</td>
<td>44.23</td>
<td>90</td>
</tr>
<tr>
<td>Hambright Creek 5005</td>
<td>549</td>
<td>82</td>
<td>14.57</td>
<td>19</td>
</tr>
<tr>
<td>Hambright Creek - Vote by Mail</td>
<td>549</td>
<td>216</td>
<td>39.71</td>
<td>64</td>
</tr>
</tbody>
</table>

**Precinct Totals**

| 10047 | 1571 | 15.84 | 514 | 1047 |

**Vote by Mail Totals**

| 10047 | 4510 | 42.85 | 1608 | 2665 |

**Grand Totals**

| 10047 | 6190 | 58.69 | 2122 | 3742 |

**SOUTHERN CALIFORNIA DISTRICT**

| 10047 | 6190 | 58.69 | 2122 | 3742 |

**4TH CONGRESSIONAL DISTRICT**

| 10047 | 6190 | 58.69 | 2122 | 3742 |

**9TH SENATE DISTRICT**

| 10047 | 6190 | 58.69 | 2122 | 3742 |

**5TH ASSEMBLY DISTRICT**

| 10047 | 6190 | 58.69 | 2122 | 3742 |

**1st BOARD OF EQUALIZATION**

| 10047 | 6190 | 58.69 | 2122 | 3742 |
**MARIPOSA COUNTY Statement of Vote**

**MAR_20180605_E**

**NON-PARTISAN STATE ASSEMBLY 5TH DISTRICT**

<table>
<thead>
<tr>
<th><strong>1st Supervisor District</strong></th>
<th><strong>2nd Supervisor District</strong></th>
<th><strong>3rd Supervisor District</strong></th>
<th><strong>4th Supervisor District</strong></th>
<th><strong>5th Supervisor District</strong></th>
<th><strong>Mariposa County Unified</strong></th>
<th><strong>Mariposa</strong></th>
<th><strong>Unincorporated</strong></th>
<th><strong>Lake Don Pedro CSD</strong></th>
<th><strong>Yosemite Alpine CSD</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>1628</td>
<td>1650</td>
<td>2268</td>
<td>2051</td>
<td>10300</td>
<td>10547</td>
<td>10547</td>
<td>1227</td>
<td>146</td>
</tr>
<tr>
<td>Ballots Cast</td>
<td>1040</td>
<td>982</td>
<td>1513</td>
<td>1145</td>
<td>6103</td>
<td>6190</td>
<td>6190</td>
<td>660</td>
<td>87</td>
</tr>
<tr>
<td>Turnout (%)</td>
<td>56.69</td>
<td>53.62</td>
<td>58.67</td>
<td>58.26</td>
<td>58.69</td>
<td>58.69</td>
<td>58.69</td>
<td>53.79</td>
<td>58.78</td>
</tr>
<tr>
<td>Carla J. Neal</td>
<td>518</td>
<td>303</td>
<td>430</td>
<td>440</td>
<td>2065</td>
<td>1920</td>
<td>2122</td>
<td>190</td>
<td>37</td>
</tr>
<tr>
<td>Frank Bigelow</td>
<td>472</td>
<td>642</td>
<td>998</td>
<td>691</td>
<td>3068</td>
<td>3742</td>
<td>3742</td>
<td>433</td>
<td>44</td>
</tr>
<tr>
<td>Registration</td>
<td>Ballots Cast</td>
<td>Turnout (%)</td>
<td>ED JOHNSON</td>
<td>F. DANA WALTON</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>--------------</td>
<td>-------------</td>
<td>------------</td>
<td>----------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Portal 1001</td>
<td>310</td>
<td>15.46</td>
<td>11</td>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>15.46</td>
<td>11</td>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>188</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>188</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>565</td>
<td>13.10</td>
<td>12</td>
<td>52</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>565</td>
<td>13.10</td>
<td>12</td>
<td>52</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>59</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>344</td>
<td>15.70</td>
<td>12</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>15.70</td>
<td>12</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jerseydale 1005</td>
<td>392</td>
<td>18.23</td>
<td>14</td>
<td>48</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>392</td>
<td>18.23</td>
<td>14</td>
<td>48</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>26</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>26</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>585</td>
<td>11.45</td>
<td>10</td>
<td>42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>585</td>
<td>11.45</td>
<td>10</td>
<td>42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td>642</td>
<td>10.90</td>
<td>19</td>
<td>39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
<td>10.90</td>
<td>19</td>
<td>39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
<td>16.42</td>
<td>22</td>
<td>88</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>16.42</td>
<td>22</td>
<td>88</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun Valley 3001</td>
<td>639</td>
<td>26.92</td>
<td>27</td>
<td>132</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhoun Valley - Vote by Mail</td>
<td>639</td>
<td>26.92</td>
<td>27</td>
<td>132</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hinkoos 3002</td>
<td>125</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hinkoos - Vote by Mail</td>
<td>125</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>402</td>
<td>18.67</td>
<td>19</td>
<td>54</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>402</td>
<td>18.67</td>
<td>19</td>
<td>54</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morman Bar 3004</td>
<td>744</td>
<td>19.49</td>
<td>17</td>
<td>117</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morman Bar - Vote by Mail</td>
<td>744</td>
<td>19.49</td>
<td>17</td>
<td>117</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakville 3005</td>
<td>54</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakville - Vote by Mail</td>
<td>54</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>18.85</td>
<td>7</td>
<td>34</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>18.85</td>
<td>7</td>
<td>34</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Searah 4001</td>
<td>554</td>
<td>20.94</td>
<td>22</td>
<td>89</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Searah - Vote by Mail</td>
<td>554</td>
<td>20.94</td>
<td>22</td>
<td>89</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>666</td>
<td>18.17</td>
<td>23</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>666</td>
<td>18.17</td>
<td>23</td>
<td>91</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>460</td>
<td>18.33</td>
<td>33</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>460</td>
<td>18.33</td>
<td>33</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>16.91</td>
<td>12</td>
<td>43</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>16.91</td>
<td>12</td>
<td>43</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>523</td>
<td>15.57</td>
<td>29</td>
<td>52</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>523</td>
<td>15.57</td>
<td>29</td>
<td>52</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>653</td>
<td>16.69</td>
<td>16</td>
<td>55</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>653</td>
<td>16.69</td>
<td>16</td>
<td>55</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vawona 5003</td>
<td>148</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vawona - Vote by Mail</td>
<td>148</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westfall 5004</td>
<td>667</td>
<td>14.69</td>
<td>11</td>
<td>74</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>667</td>
<td>14.69</td>
<td>11</td>
<td>74</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humbry Creek 5005</td>
<td>549</td>
<td>14.57</td>
<td>20</td>
<td>52</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humbry Creek - Vote by Mail</td>
<td>549</td>
<td>14.57</td>
<td>20</td>
<td>52</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Precinct Totals</td>
<td>10547</td>
<td>15.64</td>
<td>339</td>
<td>1174</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td>10547</td>
<td>42.65</td>
<td>911</td>
<td>3231</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Totals</td>
<td>10547</td>
<td>58.69</td>
<td>1250</td>
<td>4405</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CALIFORNIA 4TH CONGRESSIONAL DISTRICT</td>
<td>10547</td>
<td>58.69</td>
<td>1250</td>
<td>4405</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5TH ASSEMBLY DISTRICT</td>
<td>10547</td>
<td>58.69</td>
<td>1250</td>
<td>4405</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1ST BOARD OF EQUALIZATION</td>
<td>10547</td>
<td>58.69</td>
<td>1250</td>
<td>4405</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### MARIPOSA COUNTY Statement of Vote

**MAR_20180605_E**

<table>
<thead>
<tr>
<th><em><strong>Grand Totals</strong></em></th>
<th><strong>NON-PARTISAN JUDGE OF THE SUPERIOR COURT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>100015</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>ED JOHNSON</th>
<th>F. DANA WALTON</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1028</td>
<td>1040</td>
<td>56.89%</td>
<td>239</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1892</td>
<td>960</td>
<td>53.62%</td>
<td>219</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2288</td>
<td>1512</td>
<td>66.67%</td>
<td>280</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
<td>1196</td>
<td>58.25%</td>
<td>219</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2550</td>
<td>1451</td>
<td>56.90%</td>
<td>293</td>
</tr>
<tr>
<td>MARIPOOA COUNTY UNIFIED</td>
<td>10300</td>
<td>6103</td>
<td>58.69%</td>
<td>1028</td>
</tr>
<tr>
<td>MARIPPOA UNINCORPORATED</td>
<td>10347</td>
<td>6190</td>
<td>58.69%</td>
<td>1020</td>
</tr>
<tr>
<td>Lake Don Pedro CSD</td>
<td>1227</td>
<td>660</td>
<td>53.70%</td>
<td>155</td>
</tr>
<tr>
<td>Yosemite Alpine CSD</td>
<td>149</td>
<td>87</td>
<td>58.76%</td>
<td>22</td>
</tr>
</tbody>
</table>

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
<table>
<thead>
<tr>
<th></th>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>LILY ESPINOZA (FLOSKI)</th>
<th>STEVEN IRELAND</th>
<th>TONY K. THURMOND</th>
<th>MARSHALL TUCK</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Portal 1001</td>
<td>210</td>
<td>48</td>
<td>15.48</td>
<td>17</td>
<td>3</td>
<td>25</td>
<td>3</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>210</td>
<td>125</td>
<td>40.32</td>
<td>25</td>
<td>7</td>
<td>69</td>
<td>16</td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>168</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>168</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>553</td>
<td>74</td>
<td>13.10</td>
<td>17</td>
<td>10</td>
<td>13</td>
<td>25</td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>553</td>
<td>264</td>
<td>46.73</td>
<td>47</td>
<td>26</td>
<td>80</td>
<td>83</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>59</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Yosemity 1005</td>
<td>344</td>
<td>54</td>
<td>15.70</td>
<td>20</td>
<td>2</td>
<td>12</td>
<td>6</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>78</td>
<td>22.67</td>
<td>23</td>
<td>12</td>
<td>17</td>
<td>12</td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td>362</td>
<td>60</td>
<td>16.23</td>
<td>8</td>
<td>5</td>
<td>11</td>
<td>23</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
<td>172</td>
<td>47.51</td>
<td>23</td>
<td>26</td>
<td>41</td>
<td>57</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>26</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>26</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>595</td>
<td>67</td>
<td>11.45</td>
<td>12</td>
<td>15</td>
<td>9</td>
<td>20</td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>595</td>
<td>244</td>
<td>41.71</td>
<td>38</td>
<td>31</td>
<td>48</td>
<td>93</td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td>642</td>
<td>70</td>
<td>10.90</td>
<td>8</td>
<td>15</td>
<td>9</td>
<td>30</td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
<td>279</td>
<td>43.46</td>
<td>57</td>
<td>54</td>
<td>47</td>
<td>83</td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
<td>98</td>
<td>16.42</td>
<td>14</td>
<td>18</td>
<td>19</td>
<td>38</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>220</td>
<td>36.95</td>
<td>32</td>
<td>40</td>
<td>43</td>
<td>80</td>
</tr>
<tr>
<td>Catheys Valley 3001</td>
<td>639</td>
<td>172</td>
<td>26.92</td>
<td>23</td>
<td>19</td>
<td>28</td>
<td>73</td>
</tr>
<tr>
<td>Catheys Valley - Vote by Mail</td>
<td>639</td>
<td>252</td>
<td>39.44</td>
<td>27</td>
<td>37</td>
<td>57</td>
<td>87</td>
</tr>
<tr>
<td>Humbries 3002</td>
<td>125</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Humbries - Vote by Mail</td>
<td>125</td>
<td>102</td>
<td>81.60</td>
<td>12</td>
<td>19</td>
<td>23</td>
<td>34</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>462</td>
<td>77</td>
<td>16.67</td>
<td>10</td>
<td>12</td>
<td>18</td>
<td>26</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>462</td>
<td>227</td>
<td>49.13</td>
<td>29</td>
<td>23</td>
<td>50</td>
<td>98</td>
</tr>
<tr>
<td>Morran Bar 3004</td>
<td>744</td>
<td>145</td>
<td>19.49</td>
<td>17</td>
<td>17</td>
<td>18</td>
<td>66</td>
</tr>
<tr>
<td>Morran Bar - Vote by Mail</td>
<td>744</td>
<td>342</td>
<td>45.97</td>
<td>70</td>
<td>47</td>
<td>71</td>
<td>106</td>
</tr>
<tr>
<td>Oakvale 3005</td>
<td>54</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Oakvale - Vote by Mail</td>
<td>54</td>
<td>44</td>
<td>81.48</td>
<td>1</td>
<td>15</td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>46</td>
<td>18.85</td>
<td>1</td>
<td>7</td>
<td>5</td>
<td>13</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>123</td>
<td>43.03</td>
<td>12</td>
<td>13</td>
<td>12</td>
<td>50</td>
</tr>
<tr>
<td>Darnel 4001</td>
<td>554</td>
<td>116</td>
<td>20.54</td>
<td>18</td>
<td>24</td>
<td>16</td>
<td>42</td>
</tr>
<tr>
<td>Darnel - Vote by Mail</td>
<td>554</td>
<td>226</td>
<td>41.16</td>
<td>44</td>
<td>29</td>
<td>38</td>
<td>85</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>660</td>
<td>121</td>
<td>18.17</td>
<td>27</td>
<td>14</td>
<td>23</td>
<td>41</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>660</td>
<td>264</td>
<td>39.64</td>
<td>56</td>
<td>24</td>
<td>63</td>
<td>70</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480</td>
<td>88</td>
<td>18.33</td>
<td>22</td>
<td>10</td>
<td>15</td>
<td>28</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
<td>174</td>
<td>36.25</td>
<td>39</td>
<td>21</td>
<td>34</td>
<td>56</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>59</td>
<td>16.81</td>
<td>6</td>
<td>7</td>
<td>7</td>
<td>26</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>149</td>
<td>41.31</td>
<td>24</td>
<td>22</td>
<td>26</td>
<td>56</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>303</td>
<td>83</td>
<td>15.57</td>
<td>20</td>
<td>14</td>
<td>11</td>
<td>25</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>303</td>
<td>224</td>
<td>42.03</td>
<td>25</td>
<td>38</td>
<td>38</td>
<td>87</td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>653</td>
<td>109</td>
<td>16.69</td>
<td>15</td>
<td>14</td>
<td>15</td>
<td>43</td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>653</td>
<td>257</td>
<td>39.36</td>
<td>39</td>
<td>32</td>
<td>56</td>
<td>96</td>
</tr>
<tr>
<td>Wawona 6003</td>
<td>148</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Wawona - Vote by Mail</td>
<td>148</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Westfall 6004</td>
<td>667</td>
<td>98</td>
<td>14.65</td>
<td>13</td>
<td>12</td>
<td>12</td>
<td>43</td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>667</td>
<td>265</td>
<td>44.23</td>
<td>52</td>
<td>35</td>
<td>58</td>
<td>116</td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549</td>
<td>80</td>
<td>14.57</td>
<td>12</td>
<td>14</td>
<td>12</td>
<td>29</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549</td>
<td>218</td>
<td>39.71</td>
<td>26</td>
<td>26</td>
<td>49</td>
<td>84</td>
</tr>
</tbody>
</table>

Precinct Totals 10547 1571 15.84 280 242 269 597

Vote by Mail Totals 10547 4519 42.85 756 600 968 1537

Grand Totals 10547 6190 58.69 1036 842 1267 2134

CALIFORNIA 10547 6190 58.69 1036 842 1267 2134

4TH CONGRESSIONAL DISTRICT 10547 6190 58.69 1036 842 1267 2134

8TH SEXTATE DISTRICT 10547 6190 58.69 1036 842 1267 2134

5TH ASSEMBLY DISTRICT 10547 6190 58.69 1036 842 1267 2134

1st BOARD OF EQUALIZATION 10547 6190 58.69 1036 842 1267 2134

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
<table>
<thead>
<tr>
<th></th>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>LILY (ESPINOSA)</th>
<th>FLOSKI</th>
<th>STEVEN IRELAND</th>
<th>TONY K. THURMOND</th>
<th>MARSHALL TUCK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1628</td>
<td>1040</td>
<td>56.89</td>
<td>207</td>
<td>116</td>
<td>306</td>
<td>267</td>
<td></td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1650</td>
<td>996</td>
<td>53.62</td>
<td>194</td>
<td>174</td>
<td>178</td>
<td>345</td>
<td></td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2359</td>
<td>1513</td>
<td>66.97</td>
<td>212</td>
<td>209</td>
<td>281</td>
<td>563</td>
<td></td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
<td>1156</td>
<td>58.26</td>
<td>236</td>
<td>151</td>
<td>222</td>
<td>404</td>
<td></td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2550</td>
<td>1451</td>
<td>56.90</td>
<td>217</td>
<td>190</td>
<td>271</td>
<td>552</td>
<td></td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10399</td>
<td>6103</td>
<td>59.69</td>
<td>1221</td>
<td>837</td>
<td>1237</td>
<td>2100</td>
<td></td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>10547</td>
<td>6150</td>
<td>58.69</td>
<td>1096</td>
<td>842</td>
<td>1257</td>
<td>2134</td>
<td></td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10547</td>
<td>6150</td>
<td>58.69</td>
<td>1096</td>
<td>842</td>
<td>1257</td>
<td>2134</td>
<td></td>
</tr>
<tr>
<td>Lake Don Pedro CED</td>
<td>1227</td>
<td>660</td>
<td>53.79</td>
<td>115</td>
<td>115</td>
<td>112</td>
<td>226</td>
<td></td>
</tr>
<tr>
<td>Yosemite Alpine CED</td>
<td>148</td>
<td>87</td>
<td>56.78</td>
<td>15</td>
<td>5</td>
<td>20</td>
<td>34</td>
<td></td>
</tr>
</tbody>
</table>
## MARIPOSA COUNTY Statement of Vote
**MAR_20180605_E**

### NON-PARTISAN COUNTY SUPERINTENDENT OF SCHOOLS

<table>
<thead>
<tr>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>ROBIN HOPPER</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Portal 1001</td>
<td>310</td>
<td>48</td>
<td>15.48</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>129</td>
<td>40.32</td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>188</td>
<td>0</td>
<td>6.00</td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>188</td>
<td>126</td>
<td>67.02</td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>565</td>
<td>74</td>
<td>13.10</td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>565</td>
<td>234</td>
<td>46.73</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>59</td>
<td>33</td>
<td>55.93</td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>344</td>
<td>54</td>
<td>15.70</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>78</td>
<td>22.67</td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td>362</td>
<td>66</td>
<td>18.23</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
<td>172</td>
<td>47.51</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>26</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>26</td>
<td>14</td>
<td>53.85</td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>585</td>
<td>67</td>
<td>11.45</td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>585</td>
<td>244</td>
<td>41.71</td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td>642</td>
<td>70</td>
<td>10.99</td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td>642</td>
<td>279</td>
<td>43.46</td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
<td>98</td>
<td>16.42</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>220</td>
<td>36.85</td>
</tr>
<tr>
<td>Calathes Valley 3001</td>
<td>836</td>
<td>172</td>
<td>26.92</td>
</tr>
<tr>
<td>Calathes Valley - Vote by Mail</td>
<td>836</td>
<td>252</td>
<td>39.44</td>
</tr>
<tr>
<td>Hornitos 3002</td>
<td>125</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Hornitos - Vote by Mail</td>
<td>125</td>
<td>102</td>
<td>81.60</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>482</td>
<td>77</td>
<td>16.67</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>482</td>
<td>227</td>
<td>49.13</td>
</tr>
<tr>
<td>Morrow Bar 3004</td>
<td>744</td>
<td>145</td>
<td>19.46</td>
</tr>
<tr>
<td>Morrow Bar - Vote by Mail</td>
<td>744</td>
<td>342</td>
<td>45.97</td>
</tr>
<tr>
<td>Oakvale 3005</td>
<td>54</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Oakvale - Vote by Mail</td>
<td>54</td>
<td>44</td>
<td>81.48</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>46</td>
<td>18.85</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>105</td>
<td>43.03</td>
</tr>
<tr>
<td>Darrah 4001</td>
<td>554</td>
<td>116</td>
<td>20.94</td>
</tr>
<tr>
<td>Darrah - Vote by Mail</td>
<td>554</td>
<td>226</td>
<td>41.16</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>666</td>
<td>121</td>
<td>18.17</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>666</td>
<td>284</td>
<td>43.64</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480</td>
<td>88</td>
<td>18.33</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
<td>174</td>
<td>36.25</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>56</td>
<td>16.81</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>145</td>
<td>41.31</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>533</td>
<td>83</td>
<td>15.57</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>533</td>
<td>224</td>
<td>42.03</td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>603</td>
<td>109</td>
<td>18.60</td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>603</td>
<td>257</td>
<td>42.36</td>
</tr>
<tr>
<td>Wawona 5003</td>
<td>148</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Wawona - Vote by Mail</td>
<td>148</td>
<td>87</td>
<td>58.78</td>
</tr>
<tr>
<td>Westfall 5004</td>
<td>667</td>
<td>98</td>
<td>14.65</td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>667</td>
<td>295</td>
<td>44.25</td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549</td>
<td>80</td>
<td>14.57</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549</td>
<td>218</td>
<td>39.71</td>
</tr>
</tbody>
</table>

**Precept Totals**
- Total: 10547 | 1671 | 15.64 | 1193

**Vote by Mail Totals**
- Total: 10547 | 4519 | 42.85 | 3296

**Grand Totals**
- Total: 10547 | 6190 | 58.69 | 4489

**STATEWIDE**
- Total: 10547 | 6190 | 58.69 | 4489

**4TH CONGRESSIONAL DISTRICT**
- Total: 10547 | 6190 | 58.69 | 4489

**5TH ASSEMBLY DISTRICT**
- Total: 10547 | 6190 | 58.69 | 4489

**1st BOARD OF EQUALIZATION**
- Total: 10547 | 6190 | 58.69 | 4489
<table>
<thead>
<tr>
<th></th>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>ROBIN HOPPER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1828</td>
<td>1043</td>
<td>56.89%</td>
<td>732</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1853</td>
<td>992</td>
<td>53.62%</td>
<td>728</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2268</td>
<td>1512</td>
<td>66.87%</td>
<td>1118</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
<td>1195</td>
<td>58.26%</td>
<td>849</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2550</td>
<td>1451</td>
<td>56.90%</td>
<td>1002</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10399</td>
<td>6103</td>
<td>58.69%</td>
<td>4429</td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>10547</td>
<td>6190</td>
<td>58.69%</td>
<td>4459</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10547</td>
<td>6190</td>
<td>58.69%</td>
<td>4459</td>
</tr>
<tr>
<td>Lake Don Pedro CSD</td>
<td>1227</td>
<td>660</td>
<td>53.79%</td>
<td>460</td>
</tr>
<tr>
<td>Yosemite Alpine CSD</td>
<td>148</td>
<td>87</td>
<td>58.78%</td>
<td>64</td>
</tr>
<tr>
<td>Precinct</td>
<td>Registration</td>
<td>Total Votes Cast</td>
<td>Turnout (%)</td>
<td>ROSEMARIE SMALLCOMBE</td>
</tr>
<tr>
<td>------------------------------</td>
<td>--------------</td>
<td>------------------</td>
<td>-------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>El Portal 1001</td>
<td>310</td>
<td>48</td>
<td>15.48</td>
<td>42</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>125</td>
<td>40.32</td>
<td>100</td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>193</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>193</td>
<td>126</td>
<td>67.02</td>
<td>94</td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>565</td>
<td>74</td>
<td>13.10</td>
<td>47</td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>565</td>
<td>264</td>
<td>46.73</td>
<td>202</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>59</td>
<td>33</td>
<td>55.93</td>
<td>93</td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>344</td>
<td>54</td>
<td>15.70</td>
<td>36</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>78</td>
<td>22.67</td>
<td>55</td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td>362</td>
<td>56</td>
<td>18.23</td>
<td>35</td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
<td>172</td>
<td>47.51</td>
<td>100</td>
</tr>
</tbody>
</table>

Precinct Totals: 1828 votes cast, 13.24% turnout, 162 votes for ROSEMARIE SMALLCOMBE.

Vote by Mail Totals: 1828 votes cast, 43.65% turnout, 567 votes for ROSEMARIE SMALLCOMBE.
<table>
<thead>
<tr>
<th></th>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>HEATHER BERNIKOFF</th>
<th>MARSHALL L LONG</th>
<th>JERRY D COX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clovis Valley</td>
<td>639</td>
<td>172</td>
<td>26.92</td>
<td>61</td>
<td>56</td>
<td>8</td>
</tr>
<tr>
<td>Clovis Valley - Vote by Mail</td>
<td>639</td>
<td>257</td>
<td>39.44</td>
<td>90</td>
<td>142</td>
<td>17</td>
</tr>
<tr>
<td>Hornitos 3002</td>
<td>125</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hornitos - Vote by Mail</td>
<td>125</td>
<td>102</td>
<td>81.60</td>
<td>33</td>
<td>52</td>
<td>4</td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td>402</td>
<td>77</td>
<td>16.67</td>
<td>18</td>
<td>54</td>
<td>4</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>402</td>
<td>227</td>
<td>49.10</td>
<td>64</td>
<td>122</td>
<td>14</td>
</tr>
<tr>
<td>Macion Bar 3004</td>
<td>744</td>
<td>145</td>
<td>19.48</td>
<td>42</td>
<td>97</td>
<td>9</td>
</tr>
<tr>
<td>Macion Bar - Vote by Mail</td>
<td>744</td>
<td>342</td>
<td>45.97</td>
<td>134</td>
<td>178</td>
<td>16</td>
</tr>
<tr>
<td>Oakvale 3005</td>
<td>54</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Oakvale - Vote by Mail</td>
<td>54</td>
<td>44</td>
<td>81.48</td>
<td>3</td>
<td>33</td>
<td>7</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>46</td>
<td>18.85</td>
<td>10</td>
<td>32</td>
<td>1</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>105</td>
<td>43.03</td>
<td>39</td>
<td>56</td>
<td>9</td>
</tr>
<tr>
<td>Precinct Totals</td>
<td>2268</td>
<td>440</td>
<td>19.40</td>
<td>131</td>
<td>271</td>
<td>23</td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td>2268</td>
<td>1072</td>
<td>47.27</td>
<td>383</td>
<td>593</td>
<td>70</td>
</tr>
<tr>
<td>Grand Totals</td>
<td>2268</td>
<td>1512</td>
<td>66.67</td>
<td>514</td>
<td>854</td>
<td>93</td>
</tr>
<tr>
<td>CALIFORNIA</td>
<td>2268</td>
<td>1512</td>
<td>66.67</td>
<td>514</td>
<td>854</td>
<td>93</td>
</tr>
<tr>
<td>4TH CONGRESSIONAL DISTRICT</td>
<td>2268</td>
<td>1512</td>
<td>66.67</td>
<td>514</td>
<td>854</td>
<td>93</td>
</tr>
<tr>
<td>8TH SENATE DISTRICT</td>
<td>2268</td>
<td>1512</td>
<td>66.67</td>
<td>514</td>
<td>854</td>
<td>93</td>
</tr>
<tr>
<td>5TH ASSEMBLY DISTRICT</td>
<td>2268</td>
<td>1512</td>
<td>66.67</td>
<td>514</td>
<td>854</td>
<td>93</td>
</tr>
<tr>
<td>1st BOARD OF EQUALIZATION</td>
<td>2268</td>
<td>1512</td>
<td>66.67</td>
<td>514</td>
<td>854</td>
<td>93</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2268</td>
<td>1512</td>
<td>66.67</td>
<td>514</td>
<td>854</td>
<td>93</td>
</tr>
<tr>
<td>MARICOPA COUNTY UNIFIED</td>
<td>2268</td>
<td>1512</td>
<td>66.67</td>
<td>514</td>
<td>854</td>
<td>93</td>
</tr>
<tr>
<td>MARICOPA</td>
<td>2268</td>
<td>1512</td>
<td>66.67</td>
<td>514</td>
<td>854</td>
<td>93</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>2268</td>
<td>1512</td>
<td>66.67</td>
<td>514</td>
<td>854</td>
<td>93</td>
</tr>
<tr>
<td>Registration</td>
<td>Ballots Cast</td>
<td>Turnout (%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
<td>-------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Portal 1001</td>
<td>310</td>
<td>48</td>
<td>15.48</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>125</td>
<td>40.32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td>168</td>
<td>0</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td>168</td>
<td>0</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mipines 1003</td>
<td>565</td>
<td>74</td>
<td>13.10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mipines - Vote by Mail</td>
<td>565</td>
<td>204</td>
<td>46.73</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>0</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>59</td>
<td>17</td>
<td>29.32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite 2005</td>
<td>344</td>
<td>54</td>
<td>15.70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>38</td>
<td>11.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td>362</td>
<td>66</td>
<td>18.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td>362</td>
<td>172</td>
<td>47.51</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>29</td>
<td>0</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>29</td>
<td>13</td>
<td>44.83</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>685</td>
<td>67</td>
<td>11.45</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>685</td>
<td>44</td>
<td>20.29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchquer 2003</td>
<td>642</td>
<td>70</td>
<td>10.90</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exchquer - Vote by Mail</td>
<td>642</td>
<td>423</td>
<td>65.86</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
<td>56</td>
<td>16.42</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>32</td>
<td>10.84</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhets Valley 3001</td>
<td>635</td>
<td>172</td>
<td>26.92</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calhets Valley - Vote by Mail</td>
<td>635</td>
<td>100</td>
<td>31.31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humlots 3002</td>
<td>744</td>
<td>4</td>
<td>0.05</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humlots - Vote by Mail</td>
<td>744</td>
<td>1</td>
<td>0.13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakvale 3003</td>
<td>54</td>
<td>0</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oakvale - Vote by Mail</td>
<td>54</td>
<td>18</td>
<td>33.33</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>244</td>
<td>18</td>
<td>7.35</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>14</td>
<td>5.76</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dannr 4001</td>
<td>505</td>
<td>116</td>
<td>22.95</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dannr - Vote by Mail</td>
<td>505</td>
<td>134</td>
<td>26.59</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>560</td>
<td>121</td>
<td>21.27</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>560</td>
<td>37</td>
<td>6.37</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>483</td>
<td>88</td>
<td>18.33</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>483</td>
<td>48</td>
<td>10.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>59</td>
<td>16.81</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>136</td>
<td>38.86</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>521</td>
<td>83</td>
<td>15.75</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>521</td>
<td>38</td>
<td>7.29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humbig Creek 5005</td>
<td>549</td>
<td>80</td>
<td>14.57</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humbig Creek - Vote by Mail</td>
<td>549</td>
<td>47</td>
<td>8.52</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Preinct Totals**

| Total | 10547 | 1571 | 15.84 |

**Vote by Mail Totals**

| Total | 10547 | 4519 | 42.65 |

**Grand Totals**

| Total | 10547 | 6190 | 58.69 |

**CAUrban**

| Total | 10547 | 6190 | 58.69 |

**4TH CONGRESSIONAL DISTRICT**

| Total | 10547 | 6190 | 58.69 |

**8TH SENATE DISTRICT**

| Total | 10547 | 6190 | 58.69 |

**5TH ASSEMBLY DISTRICT**

<p>| Total | 10547 | 6190 | 58.69 |</p>
<table>
<thead>
<tr>
<th>***Grand Totals</th>
<th>MARIPOSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>Ballots Cast</td>
</tr>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1928</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1850</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2309</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2350</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10390</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10547</td>
</tr>
<tr>
<td>Lake Don Pedro CSD</td>
<td>1227</td>
</tr>
<tr>
<td>Yosemite Alpine CSD</td>
<td>148</td>
</tr>
<tr>
<td>Registration</td>
<td>Ballots Cast</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>El Portal 1001</td>
<td></td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Sweetwater 1002</td>
<td></td>
</tr>
<tr>
<td>Sweetwater - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Midpines 1003</td>
<td></td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td></td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td></td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Jerseydale 1006</td>
<td></td>
</tr>
<tr>
<td>Jerseydale - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td></td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Coupertville 2002</td>
<td></td>
</tr>
<tr>
<td>Coupertville - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Exchequer 2003</td>
<td></td>
</tr>
<tr>
<td>Exchequer - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td></td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Carney Valley 3001</td>
<td></td>
</tr>
<tr>
<td>Carney Valley - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Homeloch 3002</td>
<td></td>
</tr>
<tr>
<td>Homeloch - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Mariposa West 3003</td>
<td></td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Mornam Bar 3004</td>
<td></td>
</tr>
<tr>
<td>Mornam Bar - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Oakville 3005</td>
<td></td>
</tr>
<tr>
<td>Oakville - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td></td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Darrah 4001</td>
<td></td>
</tr>
<tr>
<td>Darrah - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td></td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td></td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td></td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td></td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td></td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Wawona 5003</td>
<td></td>
</tr>
<tr>
<td>Wawona - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Hamburn Creek 5005</td>
<td></td>
</tr>
<tr>
<td>Hamburn Creek - Vote by Mail</td>
<td></td>
</tr>
<tr>
<td>Precinct Totals</td>
<td></td>
</tr>
<tr>
<td>Vote by Mail Totals</td>
<td></td>
</tr>
<tr>
<td>Grand Totals</td>
<td></td>
</tr>
<tr>
<td>CALIFORNIA</td>
<td></td>
</tr>
<tr>
<td>4TH CONGRESSIONAL DISTRICT</td>
<td></td>
</tr>
<tr>
<td>8TH SENATE DISTRICT</td>
<td></td>
</tr>
<tr>
<td>5TH ASSEMBLY DISTRICT</td>
<td></td>
</tr>
<tr>
<td>1ST BOARD OF EQUALIZATION</td>
<td></td>
</tr>
</tbody>
</table>
### Grand Totals for MARIPOSA COUNTY

**140025**

<table>
<thead>
<tr>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>PROPOSITION 68</th>
<th>PROPOSITION 69</th>
<th>PROPOSITION 70</th>
<th>PROPOSITION 71</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>YES</td>
<td>NO</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1528</td>
<td>1040</td>
<td>55.69</td>
<td>564</td>
<td>436</td>
<td>773</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1650</td>
<td>902</td>
<td>53.62</td>
<td>364</td>
<td>536</td>
<td>750</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2359</td>
<td>1512</td>
<td>66.97</td>
<td>550</td>
<td>869</td>
<td>1055</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
<td>1195</td>
<td>58.20</td>
<td>519</td>
<td>622</td>
<td>841</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2550</td>
<td>1451</td>
<td>56.90</td>
<td>537</td>
<td>898</td>
<td>1038</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>10399</td>
<td>6103</td>
<td>58.69</td>
<td>2487</td>
<td>3378</td>
<td>4334</td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>10547</td>
<td>6100</td>
<td>58.89</td>
<td>2534</td>
<td>3417</td>
<td>4457</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10547</td>
<td>6100</td>
<td>58.65</td>
<td>2534</td>
<td>3417</td>
<td>4457</td>
</tr>
<tr>
<td>Lake Don Pedro CSD</td>
<td>1227</td>
<td>650</td>
<td>53.76</td>
<td>232</td>
<td>407</td>
<td>494</td>
</tr>
<tr>
<td>Yosemicie Alpine CSD</td>
<td>148</td>
<td>87</td>
<td>58.78</td>
<td>47</td>
<td>39</td>
<td>73</td>
</tr>
</tbody>
</table>
## NON-PARTISAN PROPOSITION 72

<table>
<thead>
<tr>
<th>Registration</th>
<th>Ballots Cast</th>
<th>Turnout (%)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Portal</td>
<td>310</td>
<td>48</td>
<td>15.48</td>
<td>40</td>
</tr>
<tr>
<td>El Portal - Vote by Mail</td>
<td>310</td>
<td>123</td>
<td>40.32</td>
<td>118</td>
</tr>
<tr>
<td>Sweeney Creek 1002</td>
<td>186</td>
<td>5</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Sweeney Creek - Vote by Mail</td>
<td>186</td>
<td>126</td>
<td>67.02</td>
<td>107</td>
</tr>
<tr>
<td>Midpines 1003</td>
<td>565</td>
<td>74</td>
<td>13.10</td>
<td>49</td>
</tr>
<tr>
<td>Midpines - Vote by Mail</td>
<td>565</td>
<td>264</td>
<td>46.73</td>
<td>210</td>
</tr>
<tr>
<td>Strawberry Creek 1004</td>
<td>59</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Strawberry Creek - Vote by Mail</td>
<td>59</td>
<td>33</td>
<td>55.93</td>
<td>24</td>
</tr>
<tr>
<td>Yosemite 1005</td>
<td>344</td>
<td>54</td>
<td>15.79</td>
<td>43</td>
</tr>
<tr>
<td>Yosemite - Vote by Mail</td>
<td>344</td>
<td>78</td>
<td>22.67</td>
<td>66</td>
</tr>
<tr>
<td>Jerseylake 1005</td>
<td>362</td>
<td>66</td>
<td>18.23</td>
<td>54</td>
</tr>
<tr>
<td>Jerseylake - Vote by Mail</td>
<td>362</td>
<td>172</td>
<td>47.51</td>
<td>147</td>
</tr>
<tr>
<td>Bull Creek 2001</td>
<td>28</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Bull Creek - Vote by Mail</td>
<td>28</td>
<td>14</td>
<td>53.57</td>
<td>11</td>
</tr>
<tr>
<td>Coulterville 2002</td>
<td>585</td>
<td>67</td>
<td>11.45</td>
<td>51</td>
</tr>
<tr>
<td>Coulterville - Vote by Mail</td>
<td>585</td>
<td>244</td>
<td>41.71</td>
<td>192</td>
</tr>
<tr>
<td>Excherquer 2003</td>
<td>642</td>
<td>70</td>
<td>10.97</td>
<td>52</td>
</tr>
<tr>
<td>Excherquer - Vote by Mail</td>
<td>642</td>
<td>279</td>
<td>43.75</td>
<td>205</td>
</tr>
<tr>
<td>Red Cloud 2005</td>
<td>597</td>
<td>58</td>
<td>16.16</td>
<td>77</td>
</tr>
<tr>
<td>Red Cloud - Vote by Mail</td>
<td>597</td>
<td>220</td>
<td>36.85</td>
<td>183</td>
</tr>
<tr>
<td>Cathey Valley 3001</td>
<td>630</td>
<td>172</td>
<td>26.92</td>
<td>138</td>
</tr>
<tr>
<td>Cathey Valley - Vote by Mail</td>
<td>630</td>
<td>252</td>
<td>39.44</td>
<td>201</td>
</tr>
<tr>
<td>Hornitos 3002</td>
<td>125</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Hornitos - Vote by Mail</td>
<td>125</td>
<td>102</td>
<td>81.60</td>
<td>78</td>
</tr>
<tr>
<td>Mariposa West 2003</td>
<td>462</td>
<td>77</td>
<td>16.77</td>
<td>56</td>
</tr>
<tr>
<td>Mariposa West - Vote by Mail</td>
<td>462</td>
<td>227</td>
<td>49.13</td>
<td>173</td>
</tr>
<tr>
<td>Mormon Bar 3004</td>
<td>744</td>
<td>148</td>
<td>19.49</td>
<td>112</td>
</tr>
<tr>
<td>Mormon Bar - Vote by Mail</td>
<td>744</td>
<td>342</td>
<td>45.97</td>
<td>272</td>
</tr>
<tr>
<td>Oakdale 3005</td>
<td>54</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Oakdale - Vote by Mail</td>
<td>54</td>
<td>44</td>
<td>81.48</td>
<td>34</td>
</tr>
<tr>
<td>Mt Bullion 3006</td>
<td>344</td>
<td>48</td>
<td>13.85</td>
<td>37</td>
</tr>
<tr>
<td>Mt Bullion - Vote by Mail</td>
<td>244</td>
<td>105</td>
<td>43.03</td>
<td>77</td>
</tr>
<tr>
<td>Darrah 4001</td>
<td>554</td>
<td>116</td>
<td>20.94</td>
<td>87</td>
</tr>
<tr>
<td>Darrah - Vote by Mail</td>
<td>554</td>
<td>228</td>
<td>41.16</td>
<td>201</td>
</tr>
<tr>
<td>Mariposa East 4002</td>
<td>686</td>
<td>121</td>
<td>18.17</td>
<td>83</td>
</tr>
<tr>
<td>Mariposa East - Vote by Mail</td>
<td>686</td>
<td>264</td>
<td>39.64</td>
<td>204</td>
</tr>
<tr>
<td>Gold Creek 4003</td>
<td>480</td>
<td>88</td>
<td>18.88</td>
<td>66</td>
</tr>
<tr>
<td>Gold Creek - Vote by Mail</td>
<td>480</td>
<td>174</td>
<td>36.25</td>
<td>137</td>
</tr>
<tr>
<td>Iron Oak 4004</td>
<td>351</td>
<td>59</td>
<td>16.81</td>
<td>46</td>
</tr>
<tr>
<td>Iron Oak - Vote by Mail</td>
<td>351</td>
<td>145</td>
<td>41.31</td>
<td>123</td>
</tr>
<tr>
<td>Indian Peak 5001</td>
<td>533</td>
<td>82</td>
<td>15.57</td>
<td>96</td>
</tr>
<tr>
<td>Indian Peak - Vote by Mail</td>
<td>533</td>
<td>224</td>
<td>42.03</td>
<td>175</td>
</tr>
<tr>
<td>Ponderosa 5002</td>
<td>653</td>
<td>109</td>
<td>16.66</td>
<td>76</td>
</tr>
<tr>
<td>Ponderosa - Vote by Mail</td>
<td>653</td>
<td>257</td>
<td>39.38</td>
<td>210</td>
</tr>
<tr>
<td>Wawona 5003</td>
<td>148</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
</tr>
<tr>
<td>Wawona - Vote by Mail</td>
<td>148</td>
<td>87</td>
<td>58.70</td>
<td>85</td>
</tr>
<tr>
<td>Westfall 5004</td>
<td>507</td>
<td>98</td>
<td>19.42</td>
<td>70</td>
</tr>
<tr>
<td>Westfall - Vote by Mail</td>
<td>507</td>
<td>206</td>
<td>40.82</td>
<td>240</td>
</tr>
<tr>
<td>Humbug Creek 5005</td>
<td>549</td>
<td>80</td>
<td>14.57</td>
<td>51</td>
</tr>
<tr>
<td>Humbug Creek - Vote by Mail</td>
<td>549</td>
<td>218</td>
<td>39.71</td>
<td>196</td>
</tr>
</tbody>
</table>

**Precinct Totals:**
- Total Ballots: 10547, Turnout: 1671, YES: 15.94, NO: 2726
- Vote by Mail: 10547, Turnout: 4516, YES: 42.85, NO: 3690

**Grand Totals:**
- 6190, YES: 59.69, NO: 4966
- 6190, YES: 59.69, NO: 4966
- 6190, YES: 59.69, NO: 4966
- 10547, YES: 4966, NO: 5969
- 10547, YES: 4966, NO: 5969
- 10547, YES: 4966, NO: 5969
- 10547, YES: 4966, NO: 5969
- 10547, YES: 4966, NO: 5969
## MARIPOSA COUNTY Statement of Vote

### NON-PARTISAN PROPOSITION 72

<table>
<thead>
<tr>
<th><em><strong>Grand Totals</strong></em></th>
<th>140029</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>Ballos Cast</td>
</tr>
<tr>
<td>1st SUPERVISOR DISTRICT</td>
<td>1628</td>
</tr>
<tr>
<td>2nd SUPERVISOR DISTRICT</td>
<td>1860</td>
</tr>
<tr>
<td>3rd SUPERVISOR DISTRICT</td>
<td>2268</td>
</tr>
<tr>
<td>4th SUPERVISOR DISTRICT</td>
<td>2051</td>
</tr>
<tr>
<td>5th SUPERVISOR DISTRICT</td>
<td>2550</td>
</tr>
<tr>
<td>MARIPOSA COUNTY UNIFIED</td>
<td>12990</td>
</tr>
<tr>
<td>MARIPOSA</td>
<td>10547</td>
</tr>
<tr>
<td>UNINCORPORATED</td>
<td>10547</td>
</tr>
<tr>
<td>Lake Don Pedro CSD</td>
<td>1227</td>
</tr>
<tr>
<td>Yosemite Alpine CSD</td>
<td>148</td>
</tr>
</tbody>
</table>

Attachment: SDPE 2018 SOV (8410 : Accept Statement of Votes)
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Elections Budget Action

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Increasing Revenue and Appropriations in the Election Budget to Account for Additional Revenue in Election Fees and Increase Appropriations Accordingly ($14,604).

Increase Revenue and Appropriation in order to cover additional elections expenses.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar actions in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do approve the action and do not pay the election related expenses.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

Budget Action Form (PDF)
## BUDGET ACTION FORM

<table>
<thead>
<tr>
<th>FUND</th>
<th>DEP/DIV</th>
<th>ACCOUNT</th>
<th>DESCRIPTION</th>
<th>PROJECT</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>0121</td>
<td>307.84-01</td>
<td>Election Fees</td>
<td></td>
<td>(14,604)</td>
<td></td>
</tr>
<tr>
<td>001</td>
<td>0121</td>
<td>453.04-33</td>
<td>Election Expense</td>
<td></td>
<td>14,604</td>
<td></td>
</tr>
<tr>
<td>001</td>
<td>0104</td>
<td>414-1090</td>
<td>GENERAL CONTINGENCY</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS**

<table>
<thead>
<tr>
<th>TRANSFER BETWEEN FUNDS</th>
<th>DEBIT</th>
<th>CREDIT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS**

**ACTION REQUESTED:** (Check all that apply)

- [X] Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or transferring appropriation from Contingencies.

- [ ] Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

**JUSTIFICATION** Budget adjustment to cover unanticipated election expenses.

**DEPT HEAD SIGNATURE**

**DATE**

**APPROVED BY RES NO.**

**CLERK**

**DATE**

**DEPARTMENT**

**AUDITOR'S USE ONLY**

**BA #**

Budget Revision Form Revised 07/2000
MEETING:    July 17, 2018

TO:        The Board of Supervisors

FROM:      Dallin Kimble, County Administrative Officer

RE:        Proclaim the Week of July 16 - 22, 2018, as "California Invasive Weed Awareness Week"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the week of July 16 - 22, 2017, as “California Invasive Weed Awareness Week”.

Assembly Concurrent Resolution No. 114 declared the week beginning with the 3rd Monday in July as the annual Invasive Weed Awareness Week in California.

The legislation urges all Californians, during that week, to participate in activities that raise awareness of both the scourge and impacts of invasive non-native weeds and the methods to prevent their pernicious spread.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County Board of Supervisors has annually proclaimed this week as “California Invasive Weed Awareness Week.”

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

None

FINANCIAL IMPACT:

There is no financial impact for this item.

ATTACHMENTS:

Invasive Weed Awareness Week(DOC)
THE MARIPosa COUNTY BOARD OF SUPERVISORS

PROCLAIMS JULY 16 - 22, 2018, AS

“CALIFORNIA INVASIVE WEED AWARENESS WEEK”

WHEREAS, invasive weeds are a growing threat to our environment and biological diversity; and

WHEREAS, invasive weeds cause depletion of water resources, increased fire hazard and incidence of wildfires, reduction of the value of land for both agricultural and recreational purposes, reduction in habitat for native fauna, and crowding out of native plant species; and

WHEREAS, Mariposa County has a long standing program to control yellow starthistle as well as tocalote, Klamath weed, Arundo, spotted and diffuse knapweed, oblong spurge, and other invasive weeds by the use of Integrated Weed Management practices; and

WHEREAS, pathways for the spread of invasive weeds are many and varied, involving both accidental and intentional introductions, and can be reduced by increased awareness of the dangers posed by even seemingly innocuous plants that are transplanted to a different ecosystem; and

WHEREAS, programs to prevent, control, manage, and eradicate invasive non-native weeds have emphasized information sharing, education, and public awareness as crucial to the success of prevention, control, and eradication efforts; and

WHEREAS, public agencies, land stewards, citizens groups, private landowners, and other stakeholders in Mariposa County have joined together to stop the spread of invasive weeds and restore lands and watersheds to a healthy state for their intended use; and

WHEREAS, the California Legislature has passed legislation (ACR No. 114) that declared the week beginning with the 3rd Monday in July as California Invasive Weed Awareness Week.

NOW, THEREFORE BE IT RESOLVED, that the Mariposa County Board of Supervisors, a political subdivision of the State of California, hereby proclaims the week of July 16 - 22, 2018, as “Invasive Weed Awareness Week” in Mariposa County and reaffirms its commitment to address the issues of the spread of invasive weeds in our County, and encourages all Californians to participate in activities that raise awareness of both the threats that these invasive weeds present to the environment and the economy as well as methods to prevent their spread.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 17th day of July, 2018, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

KEVIN CANN, District IV Supervisor

MERLIN JONES, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor
MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Acknowledgement, Appointment and Re-Appointments (CAC)

RECOMMENDED ACTION AND JUSTIFICATION:
For the Town of Mariposa Transportation Center Citizens Advisory Committee: Acknowledge the service of Terry Selk, Charlotte Kelsey and Su Carney; Appoint Laura Wattles (representing the Yosemite-Mariposa Tourism Bureau); and Re-Appoint: Cara Goger (representing the Mariposa County Arts Council), Karen Smith (representing the Mariposa County Economic Development Corporation), Jeanetta Phillips (representing the Mariposa Historic Sites and Records Preservation Commission), Kris Casto (Public Member), Ron Iudice (Public Member), Mary Foster (Public Member) and Karen Cutter (Public Member). All appointments and re-appointments will be for Terms to Expire on July 17, 2021.

Selk was originally appointed September 20, 2016. With his departure from the Tourism Bureau, he is no longer eligible to serve in that position. The Tourism Bureau recommended that Wattles be appointed as their member representative.

Kelsey was originally appointed June 2, 2015. With her departure from the Mariposa County Unified School District, she is no longer eligible to serve.

Carney was originally appointed June 2, 2015. She has not expressed interest in being re-appointed.

Goger, Smith and Phillips were originally appointed to this committee on June 2, 2015 and their terms expired June 2, 2018. Letters of recommendation from their respected agencies are attached to this item.

All other members have expressed interest in continuing to serve on the committee.

Casto, Iudice and Foster were originally appointed to this committee as Public Members on June 2, 2015, and their terms expired June 2, 2018.

Cutter was originally appointed to this committee as a Public Member on February 21, 2017, and her term expired June 2, 2018.

Appointments, term expirations/vacancies have and will continue to be advertised according to the Maddy Act.
BACKGROUND AND HISTORY OF BOARD ACTIONS:
It is customary for the Board to acknowledge service so that members' contributions are recognized.

The appointment and re-appointments have been recommended by District IV Supervisor, Kevin Cann, as is required by LTC Resolution No. 15-4, Exhibit A, Section 2: Term and Manner of Appointment.

With the above actions this Committee will have two vacancies: Mariposa County Unified School District representative and a Public Member.

LTC Resolution 2015-04 established the committee and LTC Resolution 2015-004 amended the membership of the committee.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the above requests are not granted, the committee will be unable to meet and will be deemed inactive.

ATTACHMENTS:
wattles recommend new appointment (PDF)
wattles redact (PDF)
goger recommend re-appointment (PDF)
smith recommend re-appointment (PDF)
phillips recommend re-appointment (PDF)
June 13, 2018

Mariposa County Board of Supervisors
And Local Transportation Commission

This letter is in request to accept the nomination of Laura Wattles, Communications Manager, of the Yosemite Mariposa County Tourism Bureau, to the Citizens Advisory Committee as it relates to the County's overall transportation development plans.

Laura recently joined the Tourism Bureau as lead on all communication matters including media relations, public relations, film commission liaison, website and enewsletter platforms but she is no stranger to the area. She is a long-time resident of the community, has experience as a lodging manager, is familiar with the geography of Mariposa County and would serve well as a spokesperson for the Tourism Bureau in this important committee.

Thank you for your consideration.

Sincerely,

Terry Selk
Executive Director
Yosemite Mariposa County Tourism Bureau
Name of Board, Commission or Committee for which you are applying: Transportation CAC

Supervisors District in which you reside: District 5

Length of Residency in the County: 4 years

First Name: Laura

Last Name: Wattles

Mailing Address: 

Email Address: 

Are you over 18 years of age: Yes

Employment Status: employed

Employer's Name: 

Employer's Address: 

Day Telephone Number: 

Cell Phone Number: 

Please explain why you wish to serve on this Board/Commission/Committee: To serve as a voice for both the community of Mariposa & Tourism Bureau

Please list prior/current appointments to other Boards/Commissions/Committees: None

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/2013
List any information regarding experience, training and/or education that you feel qualifies you for this position:

- community member for 4 years
- degree is design (Industrial & Interaction Design)

Do you, or any member of your immediate family, work for the county of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

NO

If Yes, please explain:

Resume Attached:

Time(s) you have available to attend meetings (days, evenings, etc.):
flexible schedule, mostly

Do you have transportation?
yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 7/0/18
Signature: 

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/2013
Mariposa County Planning Department  
5100 Bullion Street #1  
Mariposa, CA 95338  

June 1, 2018  

To Whom it May Concern,  

The Mariposa County Arts Council is pleased to be represented on the Transportation Center Citizen’s Advisory Committee by our Executive Director, Cara Goger.  

We understand that Goger’s term expired in June and we would like to seek re-appointment for her.  

If you have any questions or would like more information, please don’t hesitate to reach out.  

Sincerely,  

Cara Goger  
Executive Director
June 7, 2018

Mariposa County Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Dear Chairman Supervisor Smallcombe:

The Mariposa County Economic Development Corporation requests that Karen Smith be reappointed as our representative on the Town of Mariposa Transportation Center Citizens Advisory Committee.

Best regards,

Dane Carlson
President
MEETING MINUTES - FINAL

DATE: Monday, June 11, 2018
TIME: 10:00 a.m.
LOCATION: Government Center Conference Room/Library, Lower floor 5100 Bullion Street, Mariposa

1. Call to Order and Roll Call.

Meeting called to order at: 9:03 a.m. by Chair Phillips

Commissioners Present: Jeanetta Phillips (Chair), Ruth Sellers, Laura Aceves, Ed Drechsler
Commissioners Excused: Les James, Kathleen Leavitt, Jeff Miller
Commissioners Absent:
Staff Present: Sean Conway, Kim Lake from Planning Department
Applicants/Members of the Public Present: Hanna Fouch, William Dewitt

2. Approval of Minutes for September 11, 2017, November 13, 2017, February 12, 2018 and April 9, 2018

The approval of September, November and February's minutes were tabled due to lack of quorum.

By motion from Sellers, and seconded by Aceves, the Historic Sites and Records Preservation Commission approved the April minutes as presented.

RESULTS: ADOPTED [4 to 0]
AYES: Jeanetta Phillips (Chair), Laura Aceves, Ruth Sellers, Ed Drechsler

3. Recommendation that Jeanetta Phillips be re-appointment as the Historic Sites and Records Preservation member to represent the commission on the Town of Mariposa Transportation Center Citizens Advisory Committee. Phillips was initially appointed to this committee on June 2, 2015. Terms for the appointment are three years.

By Motion from Aceves and seconded by Sellers, the Historic Sites and Records Preservation Commission re-appointed Phillips as member to represent the Commission on the Town of Mariposa Transportation Center Citizens Advisory Committee.

RESULTS: ADOPTED [4 to 0]
AYES: Jeanetta Phillips (Chair), Laura Aceves, Ed Drechsler, Ruth Sellers
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Public Hearing: Adopt the Current Fee Structure for Countywide County Service Area No. 1

RECOMMENDATION AND JUSTIFICATION:
Public Hearing: Adopt the current Fee Structure for Countywide County Service Area (CSA) No. 1 (Road Maintenance for Zones of Benefit); Authorize the Fees to be placed on the Property Tax Roll for Fiscal Year 2018-19.

Annually a report is generated listing the fees associated with CSA No. 1. These fees are then placed on the property tax roll upon Board of Supervisors approval for Fiscal Year 2018-19. Royal Oaks was processed through Proposition 218 and has an annual escalator which is represented in the attachment. All other ZOB rates remain the same.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 25, 2017 per Resolution 2017-506 the Board approved the FY2017-18 fee structure for CSA No. 1.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action in authorizing the fees would cause non-collection of fees required to continue providing road maintenance services to the zones of benefit.

ATTACHMENTS:
Resolution - CSA NO 1 (DOC)
Exhibit A - CSA No. 1 (tab 1) (PDF)
Exhibit A - CSA No. 1 (tab 2) (PDF)
Exhibit A - CSA No. 1 (tab 3) (PDF)
CEQA Form - Notice of Exempt CSA No. 1 (DOC)
Public Hearing Notice - CSA No. 1 (DOC)
MARIPOSA COUNTY RESOLUTION NO. _________

RESOLUTION TO ESTABLISH THE CURRENT FEE STRUCTURE FOR MARIPOSA COUNTYWIDE COUNTY SERVICE AREA NO. 1.

SECTION 1. WHEREAS,
(a) This Board has enacted ordinances relative to certain Countywide Service Areas declaring that service charges shall be collected on the tax roll in the same manner and at the same time as the County’s general ad valorem property taxes are collected as provided by Government Code Section 25215.4; and
(b) This Board desires to proceed in accordance with the provisions of Government Code Section 54985 and 54986 and Articles XIIIC and XIIID of the California Constitution in order to carry said ordinances into effect; and
(c) This Board ordered the preparation of a written report containing a description of each parcel of real property receiving services and the amount of the charge for each parcel for the fiscal year 2018-2019, and further requiring the Clerk of the Board to select a date and time for a hearing on said report, and to cause a notice of hearing thereon to be published in a newspaper of general circulation in the County pursuant to the provisions of Section 6061 of the Government Code; and
(d) The Public Works Department has investigated possible environmental impacts of the proposed assessments and found this action to be categorically exempt from the requirements for preparation of environmental documents pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines; and
(e) The Director of Public Works having duly prepared said written report and filed the same with the Clerk of the Board, whereupon said Clerk duly selected the date and time for hearing on said report, caused a notice of the filing of said report and the time and place of hearing thereon to be published pursuant to the provisions of Section 6061 of the Government Code, and caused said report to be available for public inspection for a period of not less than ten (10) days prior to the date of said hearing; and
(f) In accordance therewith, a public hearing has been held before this Board today at which time the Board considered said report and heard and considered all objections and protests to said report; and

SECTION 2. NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, as follows:
1. This Board finds and determines that each of the facts recited herein above is true, and that this Board has jurisdiction to proceed and make the determination set forth below.
2. This Board further finds that because the proposed action is for the reaffirming of rates and charges necessary to meet operating expenses, for the purchase or lease of supplies, equipment and materials, to meet financial reserve needs and requirements and to obtain funds for capital projects necessary to maintain service within existing County Service Areas it is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines.
3. The Clerk of the Board will file with the County Clerk a Notice of Exemption, pursuant to CEQA and said Guidelines, if requested.
4. The public hearing on the levying of assessments and fees within Countywide County Service Area No. 1 is hereby concluded and closed.
5. This Board does hereby confirm that these assessments and fees comply with the applicable provisions of Article XIIID of the California Constitution and that no balloting will be required except to increase the assessments or fees beyond the approved level.
6. This Board hereby approves all assessments and fees described in Exhibit “A” which have remained unchanged since the last fiscal year and adopts this resolution recommended by the Public Works Department prepared for consideration of this Board setting Countywide County Service Area No. 1 fees that are to be placed on the tax roll for fiscal year 2018-2019.

7. The Clerk of the Board shall send a certified copy of this resolution to each of the following:
   - Public Works Department
   - County Counsel
   - County Auditor
   - County Administrative Officer

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this __________ day of ________________________, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

___________________________
Rosemarie Smallcomb, Chair
Mariposa County Board of Supervisors

ATTEST:

___________________________
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

___________________________
Steven W. Dahlem, County Counsel
EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2018-19

<table>
<thead>
<tr>
<th>CSA NAME</th>
<th>ADDRESS*</th>
<th>SERVICE</th>
<th>18-19 FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Service Area No.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location: Countywide</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zones of Benefit:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black Oak Ridge:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lakeside Drive 5641</td>
<td></td>
<td>Road Maintenance</td>
<td>$100.00</td>
</tr>
<tr>
<td>Placer Lane 6331, 6334</td>
<td></td>
<td>Road Maintenance</td>
<td>$100.00</td>
</tr>
<tr>
<td>Whitlock Road 5830</td>
<td></td>
<td>Road Maintenance</td>
<td>$100.00</td>
</tr>
<tr>
<td>Broncho Hollow:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Broncho Hollow Lane 4029, 4089</td>
<td></td>
<td>Road Maintenance</td>
<td>$61.24</td>
</tr>
<tr>
<td>Broncho Hollow Lane 4004</td>
<td></td>
<td>Road Maintenance</td>
<td>$122.50</td>
</tr>
<tr>
<td>Broncho Hollow Lane 3786 to 3984</td>
<td></td>
<td>Road Maintenance</td>
<td>$141.70</td>
</tr>
<tr>
<td>Deer Run All</td>
<td></td>
<td>Road Maintenance</td>
<td>$185.48</td>
</tr>
<tr>
<td>Hidden Valley All</td>
<td></td>
<td>Road Maintenance</td>
<td>$61.24</td>
</tr>
<tr>
<td>Indian Peak 3950</td>
<td></td>
<td>Road Maintenance</td>
<td>$61.24</td>
</tr>
<tr>
<td>Quail Run All</td>
<td></td>
<td>Road Maintenance</td>
<td>$185.48</td>
</tr>
<tr>
<td>Quail Hollow All</td>
<td></td>
<td>Road Maintenance</td>
<td>$185.48</td>
</tr>
<tr>
<td>Rocky Hollow All</td>
<td></td>
<td>Road Maintenance</td>
<td>$61.24</td>
</tr>
<tr>
<td>Wildcat Springs All</td>
<td></td>
<td>Road Maintenance</td>
<td>$185.48</td>
</tr>
<tr>
<td>Windy Hollow All</td>
<td></td>
<td>Road Maintenance</td>
<td>$185.48</td>
</tr>
<tr>
<td>El Toro Road:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hornitos Road 5425</td>
<td></td>
<td>Road Maintenance</td>
<td>$170.20</td>
</tr>
<tr>
<td>Greeley Hill Estates:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dogtown Road All except 6363</td>
<td></td>
<td>Road Maint &amp; Water Tank</td>
<td>$12.00</td>
</tr>
<tr>
<td>Dogtown Road 6363</td>
<td></td>
<td></td>
<td>$36.00</td>
</tr>
<tr>
<td>Dogtown Road 6408, 6410</td>
<td></td>
<td></td>
<td>$67.00</td>
</tr>
<tr>
<td>Ponderosa All</td>
<td></td>
<td></td>
<td>$36.00</td>
</tr>
<tr>
<td>Quail Mine All</td>
<td></td>
<td></td>
<td>$72.00</td>
</tr>
<tr>
<td>Texas Hill All</td>
<td></td>
<td></td>
<td>$12.00</td>
</tr>
<tr>
<td>Jordan View All</td>
<td></td>
<td>Road Maintenance</td>
<td>$10.00</td>
</tr>
<tr>
<td>Leichtlin Lane All</td>
<td></td>
<td>Road Maintenance</td>
<td>$100.00</td>
</tr>
<tr>
<td>Little Bear Road All</td>
<td></td>
<td>Road Maintenance</td>
<td>$346.50</td>
</tr>
<tr>
<td>Totokon 4338</td>
<td></td>
<td></td>
<td>$346.50</td>
</tr>
<tr>
<td>Miami Mountain:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apple Seed 1841</td>
<td></td>
<td>Snow Removal</td>
<td>$25.00</td>
</tr>
<tr>
<td>Highway 49 South 1777</td>
<td></td>
<td></td>
<td>$25.00</td>
</tr>
<tr>
<td>Miami Meadow 2019</td>
<td></td>
<td></td>
<td>$25.00</td>
</tr>
<tr>
<td>Nutter Ranch All</td>
<td></td>
<td></td>
<td>$25.00</td>
</tr>
<tr>
<td>Stage Coach 1740</td>
<td></td>
<td></td>
<td>$25.00</td>
</tr>
<tr>
<td>Millbrow Estates:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Millbrow All</td>
<td></td>
<td>Road Maintenance</td>
<td>$110.00</td>
</tr>
<tr>
<td>Holtzel 10224, 10258</td>
<td></td>
<td></td>
<td>$110.00</td>
</tr>
<tr>
<td>Montana de Paz All</td>
<td></td>
<td>Road Maintenance</td>
<td>$251.80</td>
</tr>
<tr>
<td>Pagala Springs All</td>
<td></td>
<td>Road Maintenance</td>
<td>$355.44</td>
</tr>
<tr>
<td>Royal Oaks Estates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(See Exhibit &quot;A&quot; page 3 &amp; 4)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Granite Springs Estates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(See Exhibit &quot;A&quot; page 5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sierra Vista Estates:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indian Peak 4138</td>
<td></td>
<td>Road Maintenance</td>
<td>$250.00</td>
</tr>
<tr>
<td>Mountain Way All</td>
<td></td>
<td>Road Maintenance</td>
<td>$250.00</td>
</tr>
<tr>
<td>Sierra Vista All</td>
<td></td>
<td>Road Maintenance</td>
<td>$250.00</td>
</tr>
<tr>
<td>St. Andrews Road 5072, 5075</td>
<td></td>
<td>Road Maintenance</td>
<td>$795.00</td>
</tr>
</tbody>
</table>
EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2018-19

<table>
<thead>
<tr>
<th>CSA NAME</th>
<th>ADDRESS*</th>
<th>SERVICE</th>
<th>18-19 FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Service Area No.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location: Countywide</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zones of Benefit:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terrace View</td>
<td>All</td>
<td>Road Maintenance</td>
<td>$109.50</td>
</tr>
<tr>
<td>Usona Ridge Road</td>
<td>3189 to 3230</td>
<td>Road Maintenance</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td>1812 to 1818</td>
<td></td>
<td>$100.00</td>
</tr>
<tr>
<td>Yosemite View Estates</td>
<td></td>
<td>Road Maintenance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Carson Creek View</td>
<td>4214, 4225</td>
<td>$420.32</td>
</tr>
<tr>
<td></td>
<td>Wilbur's Way</td>
<td>All</td>
<td>$420.32</td>
</tr>
</tbody>
</table>

* Note: For Zones of Benefit "All" means all addresses on that road within the zone.
### EXHIBIT "A"

#### COUNTY SERVICE AREA No. 1

**TO BE PLACED ON TAX ROLL FISCAL YEAR 2018-19**

**Royal Oaks Estates**

<table>
<thead>
<tr>
<th>APN</th>
<th>Owner</th>
<th>House #</th>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>2018-19 Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>017-660-001-0</td>
<td>White Oak Ridge LLC</td>
<td>4508</td>
<td>Royal Oaks CT</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$306.92</td>
</tr>
<tr>
<td>017-660-002-0</td>
<td>Rogerson, Peter</td>
<td>4510</td>
<td>Royal Oaks CT</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$336.58</td>
</tr>
<tr>
<td>017-660-003-0</td>
<td>Kottman, Janet</td>
<td>4528</td>
<td>Royal Oaks CT</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$402.38</td>
</tr>
<tr>
<td>017-660-004-0</td>
<td>Bratt, Bruce/Kathleen</td>
<td>4550</td>
<td>Royal Oaks CT</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$527.70</td>
</tr>
<tr>
<td>017-660-005-0</td>
<td>Dozier, Roger/Georgia</td>
<td>4576</td>
<td>Royal Oaks CT</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$615.08</td>
</tr>
<tr>
<td>017-660-006-0</td>
<td>Avina, Armando</td>
<td>4583</td>
<td>Royal Oaks CT</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$623.20</td>
</tr>
<tr>
<td>017-660-007-0</td>
<td>Kinslow, Michael/Laurie</td>
<td>4585</td>
<td>Royal Oaks CT</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$623.20</td>
</tr>
<tr>
<td>017-660-008-0</td>
<td>Santschi, Dennis/Donna</td>
<td>4421</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$425.08</td>
</tr>
<tr>
<td>017-660-009-0</td>
<td>Marquez, Edward</td>
<td>4548</td>
<td>Little Buck RD</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$490.06</td>
</tr>
<tr>
<td>017-660-010-0</td>
<td>Barajas, Arnulfo</td>
<td>4541</td>
<td>Royal Oaks CT</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$468.22</td>
</tr>
<tr>
<td>017-660-011-0</td>
<td>Jorgensen, Kenneth/Joyce</td>
<td>4557</td>
<td>Royal Oaks CT</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$511.82</td>
</tr>
<tr>
<td>017-660-012-0</td>
<td>United Security Bank</td>
<td>4567</td>
<td>Royal Oaks CT</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$615.08</td>
</tr>
<tr>
<td>017-660-013-0</td>
<td>Uccelli Annette</td>
<td>4371</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-014-0</td>
<td>James, David</td>
<td>4391</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-015-0</td>
<td>White Oak Ridge LLC</td>
<td>4541</td>
<td>Little Buck RD</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$376.94</td>
</tr>
<tr>
<td>017-660-016-0</td>
<td>White Oak Ridge LLC</td>
<td>4545</td>
<td>Little Buck RD</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$392.30</td>
</tr>
<tr>
<td>017-660-017-0</td>
<td>White Oak Ridge LLC</td>
<td>4245</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-018-0</td>
<td>Garrett, Clayton/Lisa</td>
<td>4237</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-019-0</td>
<td>Duran, Jose/Maria</td>
<td>4358</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-020-0</td>
<td>Tiner, David/Christina</td>
<td>4348</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-021-0</td>
<td>Entrust Administration Inc</td>
<td>4232</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-022-0</td>
<td>Lee, Yu-Ching</td>
<td>4372</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-023-0</td>
<td>Schaddelee, Robert</td>
<td>4390</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-024-0</td>
<td>Vanhoogmoed, Andrew/Caro</td>
<td>4260</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-025-0</td>
<td>Montano, Wilfredo</td>
<td>4256</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-026-0</td>
<td>Gonzalez, Jorge</td>
<td>4252</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-027-0</td>
<td>Malavong Manisay</td>
<td>4248</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>017-660-030-0</td>
<td>Swain, James/Kathleen</td>
<td>4394</td>
<td>Bural Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
</tbody>
</table>

**Attachment:** Exhibit A - CSA No. 1 (tab 2) (8339 : Public Hearing: Adopt the Current Fee Structure for Countywide County Service Area No. 1)
## COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2018-19

### Royal Oaks Estates (continued)

<table>
<thead>
<tr>
<th>#</th>
<th>Account No.</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>017-660-031-0</td>
<td>Brar Holdings Inc</td>
<td>4412 Burl Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>30</td>
<td>017-660-032-0</td>
<td>Goka, Margaret</td>
<td>4424 Burl Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>31</td>
<td>017-660-033-0</td>
<td>White Oak Ridge LLC</td>
<td>4465 Burl Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>32</td>
<td>017-660-038-0</td>
<td>White Oak Ridge LLC</td>
<td>4244 Burl Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
<tr>
<td>33</td>
<td>017-660-039-0</td>
<td>Pompano LLC</td>
<td>4240 Burl Dr</td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>$248.72</td>
</tr>
</tbody>
</table>

**Total:** $11,440.24
### EXHIBIT "A"

**COUNTY SERVICE AREA No. 1**  
**TO BE PLACED ON TAX ROLL FISCAL YEAR 2018-19**

Granite Springs Estates

<table>
<thead>
<tr>
<th>APN</th>
<th>Owner</th>
<th>House #</th>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 001-140-025</td>
<td>ISOP Ventures Inc.</td>
<td>9792</td>
<td>Creekside</td>
<td></td>
<td></td>
<td></td>
<td>$32.68</td>
</tr>
<tr>
<td>2 001-140-026</td>
<td>ISOP Ventures Inc.</td>
<td>9788</td>
<td>Creekside</td>
<td></td>
<td></td>
<td></td>
<td>$73.48</td>
</tr>
<tr>
<td>3 001-140-027</td>
<td>ISOP Ventures Inc.</td>
<td>9775</td>
<td>Creekside</td>
<td></td>
<td></td>
<td></td>
<td>$87.74</td>
</tr>
<tr>
<td>4 001-140-028</td>
<td>ISOP Ventures Inc.</td>
<td>9774</td>
<td>Creekside</td>
<td></td>
<td></td>
<td></td>
<td>$114.22</td>
</tr>
<tr>
<td>5 001-140-029</td>
<td>Loewen, Justin</td>
<td>9759</td>
<td>Creekside</td>
<td></td>
<td></td>
<td></td>
<td>$147.10</td>
</tr>
<tr>
<td>6 001-140-030</td>
<td>ISOP Ventures Inc.</td>
<td>9758</td>
<td>Creekside</td>
<td></td>
<td></td>
<td></td>
<td>$154.98</td>
</tr>
<tr>
<td>7 001-140-031</td>
<td>ISOP Ventures Inc.</td>
<td>9751</td>
<td>Creekside</td>
<td></td>
<td></td>
<td></td>
<td>$194.34</td>
</tr>
<tr>
<td>8 001-140-032</td>
<td>Wambach, Joan</td>
<td>9740</td>
<td>Creekside</td>
<td></td>
<td></td>
<td></td>
<td>$196.00</td>
</tr>
<tr>
<td>9 001-140-022</td>
<td>Delano, Art &amp; Carol</td>
<td>9793</td>
<td>Creekside</td>
<td></td>
<td></td>
<td></td>
<td>$53.38</td>
</tr>
<tr>
<td>10 001-140-033</td>
<td>ISOP Ventures Inc.</td>
<td></td>
<td>Remainder</td>
<td></td>
<td></td>
<td></td>
<td>$2,523.26</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,577.18</td>
</tr>
</tbody>
</table>

Attachment: Exhibit A - CSA No. 1 (tab 3) (8339 : Public Hearing: Adopt the Current Fee Structure for Countywide County Service Area No. 1)
NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
   1400 Tenth Street, Room 121
   Sacramento, CA  95814

☐ County Clerk
   County of Mariposa County
   P.O. Box 247
   Mariposa, CA 95338

From: Mariposa County Public Works
       4639 Ben Hur Road
       Mariposa, CA  95338

Project Title: County Service Area No. 1 Authorized Fees

Project Location-Specific: Mariposa County and Lake DonPedro

Project Location-City: Mariposa     Project Location-County: Mariposa County

Description of Project: Re-authorizing fees

Name of Public Agency Approving Project: COUNTY OF MARIPosa

Name of Person or Agency Carrying Out Project: Mariposa County – Dept. Of Public Works

Exempt Status:
☐ Ministerial (Sec. 21080-(b) (8); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption.  State type and section number: Section 15301
☐ Statutory Exemptions.  State code number:

Reasons why project is exempt: Operation of existing facilities

Lead Agency
Contact Person: Mike Healy     Area Code/Telephone: 209-966-5356

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project:
   ☒ Yes ☐ No

Signature: ____________________________ Date: ______________
Title: Director Public Works

☒ Signed by Lead Agency     Date received for filing at OPR:

☐ Signed by Applicant
PUBLIC HEARING NOTICE
COUNTY SERVICE AREA NO. 1
(Road Maintenance Zones of Benefit)

On Tuesday, July 10, 2018, at the hour of 9:00 a.m. or as soon thereafter the Mariposa County Board of Supervisors will conduct a public hearing in the Chambers of the Board of Supervisors, Mariposa County Government Center, 5100 Bullion Street, Mariposa, California, to establish the current fee structure for County Service Area No. 1 (Road Maintenance Zones of Benefit). These fees are to be placed on the property tax roll for fiscal year 2018-19.
Any interested member of the public may appear at the hearing and be heard or is welcome to provide written input.

Information on the fees is available for review from the Clerk of the Board, 5100 Bullion Street, Mariposa California 95338 or the Public Works Department at 4639 Ben Hur Road, Mariposa, California 95338.

Mike Healy, Director
Public Works & Transportation
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Assessment Appeals Rules

RECOMMENDATION AND JUSTIFICATION:

Adopt a resolution approving Assessment Appeals Local Rules, effective immediately, to provide Assessment Appeals procedures, create Assessment Appeals Hearing Officers and authorize each Assessment Appeals Board member to act as one, and establish a Fee for the Preparation of Findings of Fact.

The Mariposa County Assessment Appeals Board (AAB) was formed in 1975 and has operated without the benefit of local rules ever since. This lack of Local Rules has meant that all Assessment Appeals functions, even common ministerial ones, must go before the AAB hearing panel which only meets once each year. This has resulted in delays in processing, as well as extra work for staff who must properly notice and calendar each item before it may be acted upon, and who must also prepare notices after hearing for each action.

Consequently, staff is now requesting that the Board of Supervisors approve Local Rules for the Assessment Appeals Board as provided for under the California Constitution. The rules will act not only as a procedural guide for staff, which will ensure continuity of services going forward, but will also streamline certain common processes including authorizing the Clerk to accept withdrawals and close appeals without the need to go before the AAB, and to allow individual AAB members to act as Hearing Officers for purposes of accepting or rejecting stipulated agreements between the Assessor and the Applicant.

The proposed Local Rules would also:

- Require Applicants to pay for Findings of Fact which must be prepared by County Counsel, and establish a deposit equivalent to two hours of counsel's time computed against his prevailing rate; and

- Authorize the Clerk to take whatever actions are necessary to transfer appeals to another county any time that all AAB members have a conflict with a particular property.
All proposed actions are in conformance with state regulations and laws, and have been reviewed by the Assessor and County Counsel. Therefore, staff is recommending that the Board adopt the attached Local Rules for the Assessment Appeals Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Assessment Appeals Board was established on June 3, 1975 with Ordinance number 401, with modifications to duties and other parameters made later that same year. Compensation was increased in 2016. The board has never considered Local Rules for this board before.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could amend the proposed rules, or it could elect to not approve any Local Rules which will result in no changes to the way the AAB functions.

FINANCIAL IMPACT:
No impact to Clerk of the Board’s Department. Potential revenue for County Counsel's office should applicant preparation of Findings of Fact.

ATTACHMENTS:
Resolution Approving Assessment Appeals Board Rules (DOCX)
AAB Local Rules - Resolution Exhibit A (DOCX)
RESOLUTION NO. 2018-

RESOLUTION APPROVING ASSESSMENT APPEALS BOARD LOCAL RULES

WHEREAS, California Revenue and Taxation Code Section 1636 provides that a board of supervisors may appoint one or more assessment hearing officers providing that they meet the qualifications required under Revenue and Taxation Code Section 1624 for Assessment Appeals Board members; and

WHEREAS, establishing Assessment Appeals Hearing Officers and authorizing them to perform routine Assessment Appeals Board functions will streamline the Assessment Appeals Board functions and address processing issues; and

WHEREAS, the County of Mariposa currently does not charge Assessment Appeals applicants a fee for the preparation of Findings of Fact after an Assessment Appeals Hearing but wishes to establish such a fee; and

WHEREAS, the Clerk of the Board of Supervisors has proposed that a reasonable Findings of Fact fee would be equivalent to the actual time spent by County Counsel or his designee to prepare the Findings computed against County Counsel’s prevailing rate, with a reasonable and appropriate deposit for said service being equivalent to two (2) hours at the aforementioned rate payable by the Applicant and no later than the close of the Assessment Appeals Hearing; and

WHEREAS, Article XIII, Section 16 of the California Constitution empowers the board of supervisors in each county to adopt rules of notice and procedures for assessment appeals boards as may be required to facilitate their work and to insure uniformity in the processing and decision of equalization petitions; and

WHEREAS, the Assessment Appeals Board Local Rules, attached here as Exhibit “A”, are in conformance with state laws and tax rules and would fulfill all of the needs above.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mariposa hereby establishes and approves the Assessment Appeals Board Local Rules effective immediately.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa at a regular meeting of said Board held on the 17th day of July, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Approved as to Form:

______________________________________
René LaRoche
Clerk of the Board of Supervisors

______________________________________
Steven W. Dahlem
County Counsel
ASSESSMENT APPEALS BOARD LOCAL RULES

Adopted by the Mariposa County Board of Supervisors on July 17, 2018

Prepared by:
Clerk of the Board of Supervisors
5100 Bullion Street, 2nd Floor
PO Box 784
Mariposa, CA 95338
(209) 966-3222
www.mariposacounty.org/cob
## Table of Contents

<table>
<thead>
<tr>
<th>Rules</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>3</td>
</tr>
<tr>
<td>1. Assessment Appeals Overview</td>
<td></td>
</tr>
<tr>
<td>A. Property Valuation Process</td>
<td>4</td>
</tr>
<tr>
<td>B. State Law</td>
<td>4</td>
</tr>
<tr>
<td>C. Access to Local Rules</td>
<td>4</td>
</tr>
<tr>
<td>D. Legal Authority</td>
<td>5</td>
</tr>
<tr>
<td>2. Definitions</td>
<td></td>
</tr>
<tr>
<td>A. Terms and References</td>
<td>6</td>
</tr>
<tr>
<td>3. Assessment Appeals Board and Hearing Officers</td>
<td></td>
</tr>
<tr>
<td>A. Assessment Appeals Board Members</td>
<td>9</td>
</tr>
<tr>
<td>B. Qualifications of Board Members</td>
<td>9</td>
</tr>
<tr>
<td>C. Panel Size and Votes</td>
<td>9</td>
</tr>
<tr>
<td>D. Board Chair</td>
<td>9</td>
</tr>
<tr>
<td>E. Assessment Appeals Hearing Officers</td>
<td>9</td>
</tr>
<tr>
<td>F. Conflicts</td>
<td>9</td>
</tr>
<tr>
<td>G. Decisions Final and Binding</td>
<td>9</td>
</tr>
<tr>
<td>4. Assessment Appeal Application</td>
<td></td>
</tr>
<tr>
<td>A. Filing of Application</td>
<td>10</td>
</tr>
<tr>
<td>B. Complete Application</td>
<td>10</td>
</tr>
<tr>
<td>C. Incomplete Application</td>
<td>11</td>
</tr>
<tr>
<td>D. Filing by an Attorney</td>
<td>11</td>
</tr>
<tr>
<td>E. Filing by an Agent</td>
<td>11</td>
</tr>
<tr>
<td>F. Timeliness</td>
<td>12</td>
</tr>
<tr>
<td>G. Withdrawal</td>
<td>13</td>
</tr>
<tr>
<td>H. Consolidated Applications</td>
<td>13</td>
</tr>
<tr>
<td>I. Contact Information</td>
<td>13</td>
</tr>
<tr>
<td>5. Preparing for Hearing</td>
<td></td>
</tr>
<tr>
<td>A. Notice of Hearing</td>
<td>14</td>
</tr>
<tr>
<td>B. Confirmation of Hearing</td>
<td>14</td>
</tr>
<tr>
<td>C. Request for Postponement</td>
<td>14</td>
</tr>
<tr>
<td>D. Subpoenas</td>
<td>14</td>
</tr>
<tr>
<td>E. Documents and Evidence</td>
<td>15</td>
</tr>
<tr>
<td>F. Comparison Sales</td>
<td>15</td>
</tr>
<tr>
<td>G. Recordings and Transcripts</td>
<td>15</td>
</tr>
<tr>
<td>H. Findings of Fact</td>
<td>16</td>
</tr>
<tr>
<td>6. Assessment Appeal Hearing</td>
<td></td>
</tr>
<tr>
<td>A. Hearing Protocols</td>
<td>17</td>
</tr>
<tr>
<td>B. Hearing Schedule</td>
<td>17</td>
</tr>
<tr>
<td>C. Role of Appeals Board or Hearing Officer</td>
<td>17</td>
</tr>
<tr>
<td>D. Swearing of Witnesses</td>
<td>17</td>
</tr>
<tr>
<td>E. Calling of Cases</td>
<td>17</td>
</tr>
<tr>
<td>F. Failure to Appear</td>
<td>18</td>
</tr>
<tr>
<td>G. Request for Reinstatement</td>
<td>18</td>
</tr>
<tr>
<td>H. Order of Proceedings</td>
<td>18</td>
</tr>
<tr>
<td>I. Deliberation</td>
<td>19</td>
</tr>
<tr>
<td>J. Decisions</td>
<td>19</td>
</tr>
<tr>
<td>K. Retention of Records</td>
<td>19</td>
</tr>
</tbody>
</table>
Introduction

Under the California Constitution, the Board of Supervisors for each county also serves as the local Board of Equalization unless it has delegated authority, pursuant to Revenue and Taxation Code Section 1620, to an Assessment Appeals Board. In Mariposa County, the Board of Supervisors delegated this authority with several ordinances and the Mariposa County Assessment Appeals Board now operates pursuant to County Code Chapter 2.40.

Basic functions of the Assessment Appeals Board are:

- To adjust individual assessments in order to equalize them and to determine the allocation of value on the local tax assessment roll. The Assessment Appeals Board does this by increasing assessments (after giving appropriate notice) or by lowering assessments (after receiving an application).
- To review and adjust penalty assessments or escaped assessments on the local tax assessment roll, with the exception of those escaped assessments made pursuant to Revenue and Taxation Code Section 531.
- To determine the classification of property, including classifications within the general classifications of real property, improvements, and personal property. Such classifications may result in the property being exempt from taxation.

The Assessment Appeals Board hears and decides issues relating to property valuation, and some legal issues relating to property assessment. It acts in a quasi-judicial capacity and may only act on the basis of evidence presented to it.

The Assessment Appeals Board cannot:

- Grant or deny exemptions or consider whether exemptions were improperly denied;
- Raise or lower the entire assessment roll;
- Extend the time for filing applications for equalization;
- Remove or waive penalties for delinquent payment of taxes;
- Reduce an assessment because the property was destroyed, damaged, or depreciated after the lien date of the year in question;
- Change tax rates; or
- Consider a taxpayer’s ability to pay when making its determination.
RULE 1 – Assessment Appeals Overview

1A. Property Valuation Process

The value of property is determined by the Assessor and, on that basis, the Treasurer-Tax Collector bills and collects property taxes from property owners. A property owner or other Party Affected who disagrees with assessed value for a property should initially:

- Contact the Assessor’s office to obtain additional information about the valuation process and/or provide additional, pertinent information about the property’s value
- Request revaluation of the property

If full agreement is not reached with the Assessor, a dissatisfied party may appeal the valuation to the Mariposa County Assessment Appeals Board. The Board hears and resolves disputes about property values in order to ensure the equitable application of property taxes within the County.

1B. State Law

Each and every provision of the California Constitution, the California Revenue and Taxation Code, and Property Tax Rules of the California State Board of Equalization are adopted and incorporated into these Rules. If there is any conflict between these Rules and any California constitutional or statutory provision, the constitutional or statutory provision will supersede and invalidate any conflicting Rule provision.

These Rules describe only the procedures and requirements of the Mariposa County Assessment Appeals Board and may not reflect all of the legal requirements that govern assessment appeals.

1C. Access to Local Rules

These Rules are maintained by the Mariposa County Clerk of the Board of Supervisors who also serves as Clerk of the Assessment Appeals Board.

The Rules can be accessed via the Clerk of the Board’s internet site at www.mariposacounty.org/assessmentappeals.

Copies of the Rules are available for review or purchase during regular business hours of the Clerk of the Board of Supervisors (see last page).
1D. Legal Authority

As stated in Rule 1B, the Board or Hearing Officer, the Assessor and the Applicant follow state statutes and state regulations governing the local equalization process.

- The California Constitution authorizes the creation of one or more county boards for the purpose of equalizing assessments of individual properties and briefly describes their function of equalizing values on the local roll. The Constitution also grants such boards independent decision-making authority.

- The Revenue and Taxation Code implements certain constitutional provisions applicable to assessment appeals and other property tax matters and provides the basic framework of the assessment appeals process.

- The California Code of Regulations includes provisions, commonly referred to as the Property Tax Rules, pertaining to the role and function of Assessment Appeals Boards.
### RULE 2 – Definitions

The following terms and references are used in this document:

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent</td>
<td>See Authorized Agent</td>
</tr>
<tr>
<td>Appeal</td>
<td>Filer of the Assessment Appeal Application; most references in this document to “Applicant” include the Applicant and/or Authorized Agent or Attorney</td>
</tr>
<tr>
<td>Applicant</td>
<td>Filer of the Assessment Appeal Application; most references in this document to “Applicant” include the Applicant and/or Authorized Agent or Attorney</td>
</tr>
<tr>
<td>Assessed Value</td>
<td>Taxable value of specific property against which the tax rate is applied</td>
</tr>
<tr>
<td>Assessment</td>
<td>Valuation of real or personal property by the County Assessor</td>
</tr>
<tr>
<td>Assessment Appeal (Appeal)</td>
<td>Process established by California law for the resolution of disputes about property valuation</td>
</tr>
<tr>
<td>Assessment Appeal Application (Application)</td>
<td>The form required by state law to be used for the filing of an Assessment Appeal</td>
</tr>
<tr>
<td>Assessment Appeals Board (Board)</td>
<td>Three-member board, appointed by the County Board of Supervisors to resolve disputes with the Assessor; most references in this document to “Assessment Appeals Board” or “Board” include Assessment Appeals Hearing Officers</td>
</tr>
<tr>
<td>Assessment Appeals Hearing Officer (Hearing Officer)</td>
<td>An Assessment Appeals Board member who is designated by the Clerk to perform routine ministerial actions in place of the Board.</td>
</tr>
<tr>
<td>Assessor</td>
<td>The Assessor-Recorder of the County and his/her representatives</td>
</tr>
<tr>
<td>Attorney</td>
<td>Individual licensed to practice law in the State of California</td>
</tr>
<tr>
<td>Authorized Agent (Agent)</td>
<td>Individual or entity authorized by the Applicant to represent the Applicant in an Assessment Appeal</td>
</tr>
<tr>
<td>Base Year Value</td>
<td>Fair market value as of either the 1975 lien date or the date the property was most recently purchased, newly constructed, or last underwent a change in ownership</td>
</tr>
<tr>
<td>Board</td>
<td>Assessment Appeals Board</td>
</tr>
<tr>
<td>Board of Equalization</td>
<td>State agency responsible for ensuring the uniform and equitable application of property tax assessment practices; the Board of Supervisors serves as the local Board of Equalization and has delegated this function to the Assessment Appeals Board</td>
</tr>
</tbody>
</table>
### 2A. Terms and References (continued)

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Supervisors</td>
<td>Five individuals, each elected by designated geographic district, who serve as the County’s legislative governing body; appoints individuals to serve on the Assessment Appeals Boards.</td>
</tr>
<tr>
<td>Chair</td>
<td>Chairperson for the Assessment Appeals Board</td>
</tr>
<tr>
<td>Claim for Refund of Tax Payment</td>
<td>Document filed with the Clerk of the Board seeking refund of taxes paid; Assessment Appeal Application may be designated to serve as a Claim for Refund of Tax Payment</td>
</tr>
<tr>
<td>Clerk</td>
<td>Office of Clerk of the Board of Supervisors which also serves as Clerk of the Assessment Appeals Board</td>
</tr>
<tr>
<td>Confirmation Form</td>
<td>A form provided by the Clerk with a Notice of Hearing, that the Applicant must complete and return to the Clerk at least 21 days before the scheduled Hearing</td>
</tr>
<tr>
<td>Continuance</td>
<td>Assessment Appeals Board determination to delay to a subsequent date the start or presentation of evidence in a Hearing; same as a Postponement</td>
</tr>
<tr>
<td>County</td>
<td>County of Mariposa, California</td>
</tr>
<tr>
<td>County Legal Advisor</td>
<td>Legal advisor to the Assessment Appeals Board; usually County Counsel or his/her designees</td>
</tr>
<tr>
<td>Equalization</td>
<td>Determination by the Assessment Appeals Board of the correct full value for the property that is the subject of the Hearing</td>
</tr>
<tr>
<td>Fair Market Value</td>
<td>The amount of cash or its equivalent that property would bring if exposed for sale in the open market under conditions in which neither buyer nor seller could take advantage of the exigencies of the other, and both the buyer and the seller have knowledge of all of the uses and purposes to which the property is adapted and for which it is capable of being used, and of the enforceable restrictions upon those uses and Purposes</td>
</tr>
<tr>
<td>Findings of Fact (Findings)</td>
<td>Written summary explaining the facts and evidence relied upon by the Assessment Appeals Board in reaching a decision; prepared by the County Legal Advisor and available upon payment of required deposit and/or fee; necessary in case of judicial (court) review of an Assessment Appeals Board decision</td>
</tr>
<tr>
<td>Hearing</td>
<td>Scheduled session before the Assessment Appeals Board where testimony, evidence and argument may be presented by the Applicant and Assessor</td>
</tr>
<tr>
<td>Hearing Officer</td>
<td>See Assessment Appeals Hearing Officer</td>
</tr>
<tr>
<td>Lien Date</td>
<td>Time when taxes for any fiscal year become a lien on the property (12:01 a.m. on January 1 of each year)</td>
</tr>
</tbody>
</table>
### 2A. Terms and References (continued)

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party</td>
<td>Includes Applicant and/or representative and the Assessor and/or representative</td>
</tr>
<tr>
<td>Party Affected</td>
<td>Person or entity having a direct economic interest in the payment of property taxes on the property for the Valuation Date that is the subject of the Appeal</td>
</tr>
<tr>
<td>Postponement</td>
<td>Same as a Continuance</td>
</tr>
<tr>
<td>Raise Letter</td>
<td>Written notice given 10 days or more in advance that the Assessor will ask the Board to increase a property’s assessment roll value(s) at the Hearing, under Board of Equalization Property Tax Rule 313(f)</td>
</tr>
<tr>
<td>Reinstatement</td>
<td>A decision by the Board to restore an Application to active status, based on a timely request and evidence that the Applicant had good cause for failing to attend a previous Hearing</td>
</tr>
<tr>
<td>Supplemental Assessment</td>
<td>The difference between a new base year value established for a change in ownership or completion of new construction (the “event”) and the taxable value on the assessment roll. Depending on the time of year in which the event occurs, either one or two supplemental assessments may be generated for that event: one for the current roll (prorated for the portion of the year remaining after the event date), and one for the roll being prepared (for events that occur between January 1 and May 31)</td>
</tr>
<tr>
<td>Treasurer - Tax Collector (Tax Collector)</td>
<td>The Treasurer - Tax Collector – County Clerk of the County and his/her representatives</td>
</tr>
<tr>
<td>Valuation Date</td>
<td>The specific date for which the property’s value is being determined by the Assessment Appeals Board (not always the same as the Lien Date)</td>
</tr>
<tr>
<td>Waiver of Appearance</td>
<td>A request from the Applicant, made by submitting a complete Confirmation Form, at least 21 days before the scheduled Hearing, authorizing the Hearing to proceed in the Applicant’s absence</td>
</tr>
</tbody>
</table>
**RULE 3 – Assessment Appeals Board and Hearing Officers**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3A.</td>
<td><strong>Assessment Appeals Board Members</strong>&lt;br&gt;The County maintains an Assessment Appeals Board with five members appointed by the Board of Supervisors. From time to time, each member may be assigned by the Clerk to serve as an Assessment Appeals Hearing Officer.</td>
</tr>
<tr>
<td>3B.</td>
<td><strong>Qualifications of Board Members</strong>&lt;br&gt;State law requires that an individual appointed to serve as an Assessment Appeals Board member have a minimum of five years of professional experience in the State of California as a certified public accountant, public accountant, licensed real estate broker, attorney or certified property appraiser.</td>
</tr>
<tr>
<td>3C.</td>
<td><strong>Panel Size and Votes</strong>&lt;br&gt;Under state law, Assessment Appeals Board Hearing panels consist of three Assessment Appeals Board members (R&amp;T § 1622.1(b)). The Board will take action based on majority vote of the members present.</td>
</tr>
<tr>
<td>3D.</td>
<td><strong>Board Chair</strong>&lt;br&gt;The Board will select one of its members to act as Chair and preside over meetings for a term of one year. The Board may also choose to rotate this position throughout the year. In the Chair’s absence, the remaining members present shall select a Chair Pro Tempore to preside over that meeting.</td>
</tr>
<tr>
<td>3E.</td>
<td><strong>Assessment Appeals Hearing Officers</strong>&lt;br&gt;In order to enhance the appeals process, Assessment Appeals Board members may be designated by the Clerk to serve as Assessment Appeals Hearing Officers to review and act upon stipulated agreements of value between the Assessor and the Applicant.</td>
</tr>
<tr>
<td>3F.</td>
<td><strong>Conflicts</strong>&lt;br&gt;In the event that all Assessment Appeals Board members have a conflict regarding an appeal, the Clerk is authorized to take whatever actions are necessary to transfer the Appeal to another county. Any new fees resulting from, or associated with, the transfer are the responsibility of the Applicant.</td>
</tr>
<tr>
<td>3G.</td>
<td><strong>Decisions Final and Binding</strong>&lt;br&gt;Decisions of the Assessment Appeals Board are final and binding on the Parties. Such decisions may or may not be subject to challenge in the courts, depending on the particular circumstances of each case.</td>
</tr>
</tbody>
</table>
RULE 4 – Assessment Appeal Application

4A. Filing of Application

To be accepted for filing, the Assessment Appeal Application form must:

- Be complete and submitted on the current approved form, available from the Clerk of the Board (www.mariposacounty.org/assessmentappeals)
- Be filed by the owner, Authorized Agent, or other Party Affected
- Be received by the Clerk of the Board within the prescribed timelines (See Rule 4F for tests of timeliness)
- Include original signature(s) (copies, electronic and/or facsimile filings cannot be accepted)

4B. Complete Application

Specific instructions for each information element are available on the “Information and Instructions for Assessment Appeal Application” form which accompanies the Application form.

In order to be accepted as complete, the Application must contain all the following information:

- Section 1: Applicant’s Name and Mailing Address. (Agent’s address may not be substituted for that of the Applicant)
- Section 2: Agent’s/Attorney’s Name and Agent’s Authorization. (Required only if Applicant is being represented by an Agent or Attorney)
- Section 3: Property Identification Information. (Sufficient description of property to identify it on the assessment roll)
- Section 4: Value. (Must include Applicant’s opinion of value in Column B.)
- Section 5: Type of Assessment Being Appealed.
- Section 6: Reason for Filing (Facts)
- Section 7: Written Findings of Facts (select one)
- Section 8: Designation of Claim for Refund (select one)
- Certification/Signature (original signatures required)

The completed Application, along with any additional documentation must be received by the Clerk within the prescribed timeline.

Following review by the Clerk, Applications that include all required information will be accepted as complete and filed, and the Clerk will send a letter to the Applicant (and Agent or Attorney, if applicable) so stating.
4C. Incomplete Application

Following review by the Clerk, Applications not including all required information (See Rule 4A) will be deemed incomplete and will not be accepted. In the case of incomplete filing, the Clerk will send a letter to the Applicant (or Agent/Attorney, if applicable):

- Advising that the Application is incomplete;
- Outlining the information required to complete the Application; and
- Setting a deadline thirty days out for the return of the missing information.

If the required information, including any fees, is not received within the time specified, the Application will automatically be denied without Board action. The Clerk will send a letter to the appropriate parties to so advise.

4D. Filing by an Attorney

If the Application is made by an Attorney who has been retained and authorized by the Applicant to file the Application, Section 2 of the Application must include the Attorney’s contact information. In addition, the “Certification” section of the Application must have the “Attorney” box checked and include the Attorney’s name, signature, date, location of signing, and State Bar Number.

4E. Filing by an Agent

If the Application is made by an Agent authorized by the Applicant to file the Application, Section 2 of the Application must include the Agent’s contact information and the “Agent’s Authorization” section (or attachment) must be complete including the date of authorization and the original signature and title of the Applicant. In addition, the “Certification” section of the Application must have the “Agent” box checked and include the Agent’s name, signature, title, date and location of signing.

Note: An Agent’s address may not be substituted for that of the Applicant. Applications submitted without the Applicant’s address as required in Section 1 will be considered incomplete (See Rule 4C).

An “Agent Authorization Form for Assessment Appeals” is available on the Clerk of the Board’s internet site.
4F. Timeliness

To be considered valid, an application must be filed with the Clerk during the appropriate filing period as prescribed by Revenue and Taxation Code Section 1603, which can be found online at www.mariposacounty.org/assessmentappeals.

- An Application filed by personal delivery must be received at the Clerk’s office no later than 5:00 PM of the last day of the appropriate filing period.

- An Application filed by mail that has the postage prepaid, is properly addressed, and bears a postmark from a U.S. Post Office with a date no later than the last day of the filing period shall be deemed to have been filed timely. If the U.S. Post Office postmark date is later than the last day of the filing period, the Clerk may nevertheless find that the application was filed timely if satisfactory proof, such as a certificate of mailing from the U.S. Post Office or tracking report is presented to show that the Application was placed under the control of the carrier within the filing period. Note: A postmark from a private business postage meter machine does not constitute a U.S. Post Office postmark date for purposes of this section.

- An Application filed by mail that bears both a private business postage meter postmark date AND a U.S. Post Office postmark date will be deemed to have been filed as of the date on the U.S. Post Office postmark date, even if the private business postage meter date is the earlier of the two postmark dates.

- An Application filed by mail that bears only a private business postage meter postmark date will be deemed to have been filed as of the date that it is placed under the control of the U.S. Postal Service or other commercial carrier, as evidenced by official records or tracking reports produced by the carrier.

- If November 30 falls on Saturday, Sunday, or a legal holiday, an Application that is properly mailed and postmarked (as detailed above) shall be deemed to have been filed within the filing period beginning July 2 and continuing through and including November 30. If, on the dates specified in this paragraph, the County’s offices are closed for business prior to 5:00 PM or for that entire day, that day shall be considered a legal holiday for purposes of this paragraph.

The Clerk shall deny as untimely any Application which does not show by postmark date or other objective criteria as indicated above that it was filed or mailed within the prescribed timeframes. If an Application is untimely, the Clerk will provide written notification to the Applicant that the Application is being denied due to untimely filing.

Note: The Clerk cannot accept a letter indicating intent to file as a timely filing, nor can faxed or emailed Applications be accepted.
4G. Withdrawal

An Appeal may be withdrawn at any time prior to, or at the time of, the Hearing upon submission of an Assessment Appeal Withdrawal Form (BOE-305-WD available on the Clerk of the Board’s website) signed by the Applicant or the Authorized Agent, unless the Assessor has given the Applicant a written notice of an intention to recommend an increase in the assessed value of the property. The Assessor’s Notice must be given at least 10 days prior to the hearing, and a copy of the notice must be filed with the Clerk. If the Notice has been timely given and filed, withdrawal of the Application may be affected only with the consent of the Assessor.

- Withdrawal forms will be accepted by email and facsimile transmission and are effective as of the date of execution.
- If the Assessor has not given notice of an intention to recommend an increase, the Clerk is authorized to accept the withdrawal without Board action, close the appeal, and so notify the Applicant or his/her Authorized Agent.
- Withdrawals are final and will conclude any further action on the appeal. No conditional withdrawals will be accepted.

4H. Consolidated Applications

Multiple Applications presenting the same or substantially related issues may be consolidated for Hearing.

4I. Contact Information

Applicants, Authorized Agents and other Parties to an Appeal must provide and maintain accurate mailing address and other contact information on file with the Clerk. Failure to do so does not waive or negate any state or local requirement, rule, regulation, or provision.
## RULE 5 – Preparing for Hearing

<table>
<thead>
<tr>
<th><strong>5A. Notice of Hearing</strong></th>
<th>At least 45 days prior to the Hearing, the Clerk will notify the Applicant or the Agent/Attorney (if applicable) by US mail and the Assessor of the date, time, and place scheduled for Hearing of each Appeal.</th>
</tr>
</thead>
</table>
| **5B. Confirmation of Hearing** | The Clerk is to include a Confirmation Form with the Notice of Hearing letter.  
- *In order to be eligible for a Hearing on the merits of the Application at the scheduled Hearing, the Applicant MUST complete the Form and return it to the Clerk’s office by hand-delivery, fax, email, or postmarked no later than 21 days prior to the scheduled Hearing date.*  
If the Applicant fails to complete and return the Form on a timely basis, the Assessor’s office may not have time to prepare its case for presentation on the scheduled Hearing date. The Board will determine whether there is good cause for a postponement (if the Applicant attends) or will deny the Application for non-appearance (if the Applicant does not attend).  
The Confirmation Form gives the Applicant the opportunity to request a Waiver of Appearance. If the Applicant requests such a Waiver, the Applicant’s Hearing documentation must be submitted to the Clerk’s office at least 10 days prior to the Hearing.  
The Confirmation Form also affords the Applicant an avenue to withdraw the Application and terminate the Appeal, or to make a one-time-only request for an automatic Postponement of a scheduled Hearing, or to request a Postponement for good cause. Requests for Postponement are explained in further detail in the next section. |
| **5C. Request for Postponement** | Each Party to the Appeal is entitled to make a one-time-only request for an automatic Postponement of a scheduled Hearing. Except for the Assessor, any such request must be made by completing and returning the Confirmation Form at least 21 days prior to the scheduled Hearing.  
As a condition of any request for Postponement by an Applicant, the Applicant must agree in writing to extend the two-year limitation period.  
Any Postponement requests by an Applicant that is hand-delivered, faxed, emailed, or postmarked less than 21 days prior to a scheduled Hearing date, as well as any request for a non-automatic Postponement, shall be granted only upon a showing of good cause. The request will be presented to the Board on the scheduled Hearing date. The Board will consider the request and take action to approve or deny. |
| **5D. Subpoenas** | The Clerk may issue a subpoena after receiving approval, verbal or otherwise, from the Board Chair. |
5E. Documents and Evidence

The Parties will provide pre-marked copies of all documents being introduced as evidence at the Hearing.

For Hearings before the Assessment Appeals Board, five (5) sets of documents are required.

If either Party fails to bring the required number of copies, the Clerk of the Board or staff will direct the Party to have additional copies made prior to the start of the Hearing.

The Applicant shall label documents for presentation at the Hearing as “Applicant’s Exhibit” and serially mark the documents with numerals (1, 2, 3, etc.) to reflect the order of presentation.

The Assessor shall label documents for presentation at the Hearing as “Assessor’s Exhibit” and serially mark the documents with letters (A, B, C, etc.) to reflect the order of presentation.

5F. Comparison Sales

If the evidence includes data on sales of comparable properties (“comps”), the data will be rejected unless the sales closed within a certain time frame.

For regular, decline in value appeals, the valuation date of the property is January 1 of the year the Appeal is filed. The sales dates of any comps presented should be before January 1, or no later than April 1 of the year filed (March 31 in leap years). For example, if the Applicant filed a regular, decline in value appeal in 2012, the sales dates of the comps could be from prior to January 1 of 2012, but must be no later than March 31 of 2012.

If the valuation date is other than January 1, the sales dates of the comps could be before the valuation date, but must be no later than the 90th calendar day afterwards. For example, if a transfer of ownership took place on February 15, 2010, sales dates of the comps may be any time before that date, but no more than 90 days after.

Parties should be prepared to answer questions about the comps and should include a map showing the comps in relation to the property being appealed.

5G. Recordings and Transcripts

Assessment Appeal Hearings are generally public meetings. The meetings are audio recorded and are available online at the County’s meeting website at www.mariposacounty.org/bosagendas.

Upon request of either Party, the Board will exclude the public from that portion of a Hearing related to trade secrets as defined by Civil Code § 3426.1(d). Such request must be submitted in writing to the Clerk, prior to the date of Hearing, and declare under penalty of perjury that the evidence to be presented relates to trade secrets whose disclosure to the public will be detrimental to the business interests of the owner of the trade secrets.

The declaration shall also state the estimated time it will take to present the (continued next page)
5G. cont’d. evidence. Only evidence relating to the trade secrets may be presented during the time the Hearing is closed, and evidence presented during that time will be recorded separately and treated as confidential unless otherwise agreed by the Party to whom it relates. The record of Hearing shall clearly indicate that a trade secrets presentation is included.

The Applicant may, at the Applicant’s own expense, transcribe the meeting record; however, only the Clerk can certify a transcript of the Hearing as accurate and complete.

At the conclusion of the evidentiary portion of the Hearing, the Board may deliberate in private in reaching a decision. Board deliberations are not public and will not be recorded.

5H. Findings of Fact

Findings of Fact is a document prepared by the County Legal Advisor after the Hearing which summarizes the facts and evidence presented at the Hearing, and which sets forth the conclusions reached by the Board. Findings of Fact are necessary for judicial review of the decision.

An Applicant or Agent may request Findings by checking the appropriate box on the Application, or by submitting a separate written request for Findings to the Clerk. The Applicant or Agent must confirm the request for Findings with the Clerk on the scheduled Hearing date prior to commencement of the Hearing. Parties requesting Findings must pay a deposit equal to two hours of County Legal Advisor’s time charged against his/her prevailing rate. (Note that besides the initial deposit, the Findings of Fact final cost may include actual costs for transcription services plus attorney preparation fees.)

- If County Legal Advisor’s time to prepare the Findings is in excess of two hours, the requesting party will incur additional cost based on the actual number of hours spent.
- If County Legal Advisor’s time to prepare Findings is less than two hours, a refund of the unused amount will be processed by the Clerk.

Completed Findings will not be released until all fees have been paid. The requesting Party may abandon the request and waive the Findings upon receiving oral notification of the decision at the end of the Hearing.

**Note:** Parties to a Hearing are always notified of the decision in their case in accordance with Rule 6J below and need not make any special request to receive such notification.
RULE 6 – Assessment Appeal Hearing

6A. Hearing Protocols

The Board has the authority and discretion to determine points of law, admissibility of evidence and other issues relative to the Hearing.

Hearings are not conducted according to courtroom rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.

The Board may act only upon the basis of evidence properly admitted into the record. Board members may not act or decide an Application based upon consideration of prior knowledge of the subject property, information presented outside of the Hearing, or personal research.

In order to avoid the potential of a conflict, Board members should refrain from communicating with any Applicant who has an Appeal pending outside of the regularly constituted Hearing on the matter.

No Board member shall discuss any Application or prospective Application at times other than the Hearings or deliberations.

6B. Hearing Schedule

Pursuant to Revenue and Taxation Code Section 1604(a)(2), the Assessment Appeals Board shall meet, annually, on the third Monday of July for the purpose of equalizing the assessment of property on the local roll. It shall continue to meet for that purpose, from time to time, until the business of equalization is disposed of.

Properly noticed and scheduled Hearings conducted by a Hearing Officer are also deemed to meet this requirement.

6C. Role of Appeals Board or Hearing Officer

The Chair of the Assessment Appeals Board or the Assessment Appeals Hearing Officer will call the meeting to order. The Chair or Hearing Officer shall exercise such control over the Hearings as is reasonable and necessary, and shall make all rulings regarding procedural matters and regarding the admission or exclusion of evidence. Parties may be required to attend non-evidentiary status Hearings, which shall be limited to identifying contested issues, encouraging discussion and cooperation between the Parties, determining the amount of time necessary to present evidence, and other preliminary matters.

Hearing Officers will be limited to review and possible acceptance of stipulated agreements of value between the Assessor and the Applicant. If a Hearing Officer does not agree with the value as stipulated, the Hearing Officer may refuse the agreement. In such a case, the matter will be rescheduled for a full hearing at a later date before the Assessment Appeals Board.

6D. Swearing of Witnesses

All testimony is taken under oath or affirmation. The Clerk will administer the oath to the Applicants and/or their representatives, Assessor and any other persons assembled to be called as witnesses.

6E. Calling of Cases

Cases may be called by the Clerk or by the Chair or Hearing Officer, at the discretion of the Chair or Hearing Officer. Cases will be called by reciting the
6E. cont’d. agenda item number, Applicant’s name, and Appeal case number. Parties to that matter are then invited to come forward. Cases may be called out of order to accommodate requests by parties or their representatives.

6F. Failure to Appear

If the Applicant is not present for a scheduled Board Hearing, the Board shall determine from the Clerk whether the Applicant was properly notified of the time and place of Hearing. If notice was properly given and no timely written request for Postponement has been received, the Application shall be denied for lack of appearance and the Clerk will provide notice of denial to the Applicant. If notice was not properly given, the Hearing will be rescheduled to a later date and the Clerk will provide proper notice to the Applicant and the Assessor.

6G. Request for Reinstatement

Not later than 30 days after the Clerk has mailed notice of the Board’s decision to deny an Application for non-appearance, the Party may file with the Clerk (by hand-delivery, fax, email, or postmark) a written request for Reinstatement. The request must state the facts demonstrating good cause for why the Application should be reinstated, must reference the Appeal case number(s), and must be signed by the Party. A “Request for Reinstatement of Assessment Appeal” form is available on the Clerk of the Board internet site.

The matter will be set for Hearing solely on the question of excuse for non-appearance. If the Board finds good cause for the lack of appearance, the request for Reinstatement will be granted and the Application will be rescheduled for Hearing.

6H. Order of Proceedings

For Applications where the Applicant has the burden of proof, the Applicant will first present testimony and other evidence without interruption from the opposing party. At the conclusion of the presentation, the Assessor will have the opportunity to ask questions and cross-examine witnesses, after which the process will be repeated in the same manner for the Assessor. For Applications where the Assessor has the burden of proof, the order of proceedings is reversed. The Party with the burden of proof will have the opportunity to present rebuttal evidence. The other Party will have the opportunity to present rebuttal evidence as part of its main presentation.

After all evidence has been presented, the Parties will be allowed to present arguments, including summaries of their cases. The Party with the burden of proof will have the right to open and close the argument.

The exact time required for presentations cannot be predicted. However, in general, the presentation of evidence and testimony for a regular (decline in value) Appeal for an owner-occupied single family residence would not normally exceed 15 minutes. Presentation of evidence and testimony for simple business properties would not normally exceed 30 minutes. It is in the best interest of the Party to be as concise as possible when presenting documentation and evidence. Redundant testimony should be avoided and facts of the matter presented.

In all cases, the Board reserves the right to ask questions, change the order of proceedings, determine points of law and admissibility of evidence and/or determine appropriate time limits for the presentation of evidence and
testimony.

At the conclusion of the Hearing, the Board may leave the Hearing room in order to consider and discuss the evidence presented. Deliberations are conducted in private, are confidential, are not recorded, and may be conducted remotely by electronic means. In some cases the Board may be unable to complete deliberations on the day of the Hearing.

Following deliberations, the Board (upon a motion being made and a vote taken), or a Hearing Officer, will render a decision.

The Clerk will provide written notification of the decision to all Parties. No special request is required to receive this notification. Notification of decision is not the same as Findings of Fact (see Rule 5H above for additional information about Findings of Fact).

Typical Board decisions include, but are not limited to:

- Value on Roll Upheld: The Applicant’s Appeal is denied and the Assessor’s valuation of the property is upheld. No adjustments are made to the tax roll.
- Value on Roll Changed: The value of the property is determined to be different from the Assessor’s valuation, which may or may not be the Applicant’s opinion of value. The property value is changed on the tax roll and, if applicable, a refund of excess taxes paid is processed.

Typical Hearing Officer decisions include, but are not limited to:

- Stipulation accepted *(No further action is taken and the case is closed.)*
- Stipulation refused *(The matter is re-scheduled to a latter date before the Board.)*

The decision of the Assessment Appeals Board or Hearing Officer is final and binding on all Parties. The Board will not rehear or reconsider an Application or modify a decision, except as provided under Request for Reinstatement (see Rule 6G above) or to correct a ministerial clerical error.

Assessment Appeals records, including Applications and related documents, will be retained and destroyed in accordance with the Board Approved Records Retention Schedule for the Clerk of the Board’s office.

**End of Rules**
Please direct questions or requests for assistance or additional information to:

**Assessment Appeals Board**
Mariposa County Clerk of the Board of Supervisors  
5100 Bullion Street, 2nd Floor  
PO Box 784  
Mariposa, CA 95338  
www.mariposacounty.org/assessmentappeals  
(209) 966-3222 Fax (209) 966-5147  
Email: cob@mariposacounty.org

**Property Valuations**
Mariposa County Assessor-Recorder  
4982 10th Street  
PO Box 35  
Mariposa, CA 95338  
www.mariposacounty.org/assessor  
(209) 966-2332
RESOLUTION - ACTION REQUESTED

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Appeal No. 2018-051 - Biomass

RECOMMENDATION AND JUSTIFICATION:

This appeal public hearing will be conducted according to the Mariposa County Appeals Procedure adopted by Resolution No. 97-3 and No. 10-92.

Staff recommends that the Board of Supervisors adopt a resolution:

1) Denying Appeal No. 2018-051 based on findings; and

2) Upholding the Planning Commission’s approval of Conditional Use Permit (CUP) No. 2017-117 Mariposa Biomass Project, as amended by the applicant, with findings, amended conditions and mitigation measures.

Recommended findings are included in the draft Resolution.

Justification - See Staff Report and Resolution.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
No Board Actions have occurred related to Conditional Use Permit (CUP) No. 2017-117.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternative: Uphold Appeal and Reverse Planning Commission’s action.

Alternative: Modify recommended findings.

Negative Action: Not taking action on this appeal would mean the Planning Commission’s action stands.

ATTACHMENTS:
Staff Memo- Continuance 7-17-18 (DOC)
See attached Staff Report.
MEMORANDUM

DATE: July 17, 2018
TO: Board of Supervisors
FROM: Steve Engfer, Senior Planner
RE: APPEAL 2018-051 Appeal of Planning Commission’s Approval of CUP No. 2017-117 for the Mariposa Biomass Project; Ruth Sellers Et Al. Appellant

CONTINUED HEARING

The Board of Supervisors conducted a public hearing for Appeal 2018-051 on July 10, 2018. The Board continued the hearing to July 17, 2018 at 11 a.m. The Board closed the public input portion of the public hearing and was in the deliberation phase of the hearing, when the hearing was continued.

AMENDMENTS

Based on the discussion at the Board hearing on July 10, 2018, amendments to the project description were proposed by the applicant (Condition of Approval No. 1) and amendments to the Planning Commission’s Condition of Approval No. 23 were proposed.

The amendments are reflected in the Attachment A- Revised Draft Board Resolution, EXHIBIT 1.

RECOMMENDATION

Staff recommends that the Board of Supervisors adopt a resolution:

1) Denying Appeal No. 2018-051 based on findings; and
2) Upholding the Planning Commission's approval of Conditional Use Permit (CUP) No. 2017-117 Mariposa Biomass Project, as amended by the applicant, with findings, amended conditions and mitigation measures.
WHEREAS, an application for a Conditional Use Permit was received on the 23rd day of June, 2017, for the Mariposa Biomass Project, Jay Johnson, applicant, for a project located within the Mariposa Industrial Park at 5673 and 5686 Copper Leaf Drive, Mariposa, CA, Mariposa County, also known as Assessor Parcel Numbers 012-050-066 and 012-050-067; and

WHEREAS, the application proposed a 2.4 MW Bioenergy Facility with support buildings, parking, access and a woodchip storage yard; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, an Initial Study and Subsequent Mitigated Negative Declaration, State Clearinghouse Number (SCH) 2018011038, were prepared for the Mariposa Biomass Project pursuant to the California Environmental Quality Act; and

WHEREAS, the Mariposa Biomass Project Notice of Intent to Adopt Subsequent Mitigated Negative Declaration was published on the 23rd day of January, 2018; and

WHEREAS, a Staff Report, Subsequent Mitigated Negative Declaration, public comments received, response to comments, findings, conditions and an environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, Planned Development Zone (PDZ) 87-1, Mariposa County General Plan, the California Environmental Quality Act, and local administrative procedures; and

WHEREAS, a duly noticed Planning Commission public hearing for the project and Subsequent Mitigated Negative Declaration was scheduled for the 23rd day of February, 2018; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered staff’s recommendations, all of the information in the public record, including the Staff Report, Initial Study and Subsequent Mitigated Negative Declaration, project findings, mitigation measures, conditions of approval, testimony presented by the public concerning the application, and the comments of the applicant; and
WHEREAS, on the 23rd day of February, 2018, the Mariposa County Planning Commission adopted Resolution No. 2018-006 approving the Mariposa Biomass Project, Conditional Use Permit (CUP) No. 2017-117 by:

- Finding the Subsequent Mitigated Negative Declaration to be adequate and complete (SCH 2018011038);
- Approving the project application with findings, conditions and mitigation measures;

WHEREAS, an appeal of the Planning Commission’s action approving Conditional Use Permit Application No. 2017-117 was submitted by Ruth Sellers, et al on the 12th day of March, 2018 (Appeal No. 2018-051); and

WHEREAS, Appeal No. 2018-051 was deemed sufficient for processing on the 12th day of March, 2018; and

WHEREAS, on the 20th day of March, 2018, a supplement to the appeal was submitted by appellant Ruth Sellers on behalf of Steve Sellers; and

WHEREAS, the processing of Appeal No. 2018-051 was conducted pursuant to Mariposa County Resolution No. 10-92, entitled the Mariposa County Appeals Procedure; and

WHEREAS, a duly noticed Board of Supervisors public hearing on Appeal No. 2018-051 was scheduled for the 10th day of July, 2018; and

WHEREAS, a Staff Report packet was prepared for the Board of Supervisors’ public hearing pursuant to the California Government Code, Mariposa County Code, and local administrative procedures; and

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Notice of Appeal, the Supplement to the Notice of Appeal, the Staff Report, the testimony presented at the public hearing and correspondence submitted for the public hearing; and

WHEREAS, the Biomass Facility is a unique facility and unique operation; and

WHEREAS, if the Biomass operation were to fail in the future, the structures and equipment wouldn’t be able to be modified to accommodate another use; and

WHEREAS, based on concerns expressed by the Supervisors regarding this during the appeal hearing, the applicant proposed to amend their project proposal to include bonding. If the project fails and the site is abandoned in the future, the bond would cover the costs of reclaiming the site to existing conditions; and

WHEREAS, in order to allow additional time for deliberation, the Board of Supervisors did continue the Appeal No. 2018-051 hearing to the 17th day of July, 2018 at 11:00 a.m.; and
WHEREAS, the Board of Supervisors did hold the continued hearing on the 17th day of July, 2018 and considered all of the information in the public record, including the Notice of Appeal, the Supplement to the Notice of Appeal, the Staff Report, the testimony presented at the public hearing, correspondence submitted for and at the public hearing, amendments to the project description (Condition of Approval No 1.) and amendments to Condition of Approval No. 23.

NOW, THEREFORE BE IT RESOLVED THAT, the Board of Supervisors does hereby adopt a resolution:

1) Denying Appeal No. 2018-051 based on findings; and
2) Upholding the Planning Commission’s approval of Conditional Use Permit (CUP) No. 2017-117 for the Mariposa Biomass Project, as amended by the applicant, with findings, amended conditions and mitigation measures as shown in attached EXHIBIT 1,

BE IT FURTHER RESOLVED THAT, the Board of Supervisors has exercised its independent judgment and has determined that the Planning Commission Resolution No. 2018-006 adopting a Mitigated Negative Declaration (SCH 2018011038) and approving Conditional Use Permit (CUP) 2017-117, with findings, conditions and mitigation measures documented and established sufficient objective justification for approval of CUP 2017-117 with amendments to the project description (Condition of Approval No. 1) and Condition No. 23 in attached EXHIBIT 1,

BE IT FURTHER RESOLVED THAT, the Board of Supervisors’ actions, interpretations and determinations are based on the following findings:

1. The Board of Supervisors reviewed the Planning Commission’s approval of Conditional Use Permit 2017-117 for the Mariposa Biomass Project and its finding that the proposed use is similar to and consistent with the policies and standards of PDZ 87-1, the General Plan and any applicable specific plan. The Board finds the Planning Commission’s action was appropriate as stated in Commission Resolution No. 2018-006:

   The project parcels are within the PDZ 87-1 Mariposa Industrial Park with a General Plan Land Use classification of Natural Resources, Expanded Mariposa Town Plan Study area. The General Plan Land Use Element 5.3.05 Natural Resources states:

   ‘The Board of Supervisors has determined that parcels within the Natural Resource Land Use Classification on the Land Use Diagram, the existing zoning assigned to that parcel, as of December 1, 2006, is consistent with the Natural Resources land use classification.'
PDZ 87-1 Mariposa Industrial Park zoning applicable to the Project site was assigned to the Project Parcels prior to December 1, 2006. The PDZ 87-1 zone allows for processing uses and the Project is therefore consistent with the Planned Development Zone and the General Plan.

There are no specific plans applicable to the project site.

and

The project has been reviewed in accordance with all use and development standards established by Planned Development Zone No. 87-1.

The Biomass processing use is consistent with the following PDZ 87-1 uses as outlined in the following excerpts from PDZ 87-1 Mariposa Industrial Park Section:

“VI. Use Standards, A. Permitted Uses:

... 3. Processing uses- to include, but not limited, to bottling plants, creameries, wineries, laboratories, tire retreading, and cleaning, laundry and dying plants.

... 7. Agricultural Product Processing

...12. Other- manufacturing, processing, treatment, fabrication or assembly uses similar to those enumerated above.”

The project proposes an agriculture (forest) materials processing use and is similar to the other uses listed above and therefore a permitted use under PDZ-87-1.

2. The Board of Supervisors finds that the Planning Commission staff report for the project, the project Initial Study and project documents include a project description that indicates the project is an energy producing facility:

“The Biomass Project proposes to process woody biomass feedstock (woodchips) at the facility using Pyrolysis (thermal decomposition) creating syngas to be used for energy production...”

“...The construction of a 2.4 MW community based bioenergy facility and woodchip storage yard...”

“...The facility will utilize approximately 12,000 bdt (bone dry tons) per year of sustainably harvested forest biomass in a gasification process to produce a syngas. The syngas will be used to fuel two gas engine generators to produce electricity...”
3. The Board of Supervisors reviewed the Planning Commission’s approval and adopted Mitigated Negative Declaration that includes mitigation measures and conditions of approval relating to hydrology, water and wastewater for the project. The Initial Study included a hydrology study prepared by Kenneth D. Schmidt and Associates that determined impacts to ground water to be less than significant as is stated in the Hydrology and Water Quality section of the Initial Study. The Board of Supervisors finds the Planning Commission review and action to be appropriate based upon the objective documentation and evaluation prepared by an appropriately qualified professional.

4. The Board of Supervisors determines that the project requirement to obtain an “Authority to Construct” permit prior to building permit issuance from the Mariposa County Air Pollution Control District (MCAPCD) insuring all applicable MCAPCD requirements are met, is adequate to address potential air pollution impacts. There are existing requirements, permitting and inspection processes in place in the county.

5. The Board of Supervisors concludes that the Planning Commission’s Conditions 29-32 will insure all Mariposa County Health Department and Mariposa County Air Pollution Control District requirements are met by the project, including odor controls. The project Initial Study included an air quality study prepared for the project by TSS Consultants of Sacramento, CA. The conclusions of the study are summarized in the Air Quality section of the CEQA environmental checklist contained in the Initial Study. The Initial Study addresses air contaminant issues. The discussion on long term and cumulative impacts concludes with the statement: “In summary, the project has a less than significant impact related to air contaminants.”

6. The Board of Supervisors considered the Planning Commission’s requirements for the project to adhere to regulations governing hazardous materials. The conditions of approval require that all Completed Unified Program Consolidated Forms and Materials Release Response Plan (Business Plan) be submitted to the County Environmental Health Department for review and approval prior to the issuance of a Certificate of Occupancy for the project. These requirements will ensure the project operates in compliance with applicable hazardous materials regulations.

7. The Board of Supervisors reviewed Planning Commission Resolution No. 2018-006 CUP Finding 3, which found that adequate provisions have been made for sewage disposal and handling of solid waste. The Board finds this action to be appropriate and adequate:

*The Project Initial Study evaluated the solid waste outputs and the project will comply with all solid waste laws. Two disposal outputs, non-hazardous ash and sludge will be taken to the Mariposa County Landfill or an appropriately permitted waste facility.*

*Conditions of approval require that an adequate waste handling plan be in place to serve the project site prior to operation. Enforcement of State Law and County Health standards*
will insure that sewage disposal and solid waste disposal are adequately handled and will not generate a health hazard.

The Mariposa County Public Works Department, the agency which manages the Mariposa County Landfill, was afforded the opportunity to review and provide input on this project. Condition No. 23 ensures appropriate handling of the solid waste that includes oversight by the Environmental Health Division of the Health Department and Public Works Department.

A project solid waste/material output plan is required for submittal and review by the County Environmental Health Division-Local Enforcement Agent and the Public Works Department-Public Works Director prior to grading permit issuance and a final plan approval must occur prior to Certificate of Occupancy for the project.

8. The Board of Supervisors considers the Planning Commission action to be adequate as pertains to feedstock availability. The Initial Study Attachment G, Mariposa Tree Mortality Maps and Data; Attachment H, Mariposa Tree Removal Plan; and Attachment R, Woody Biomass Feedstock Assessment were considered by the Planning Commission in its review and approval of the conditional use permit. The conclusion of the Woody Biomass Feedstock Assessment analysis on page 33 states:

“This feedstock availability analysis confirms the long-term sustainable availability of sufficient volumes of forest, urban, and agricultural feedstocks to support a 2 MW bioenergy project at Mariposa.”

9. The Board of Supervisors finds the Planning Commission actions as pertains to potential noise impacts to be based on objective data and quantifiable standards. Additionally, the conclusions require the involvement of a professional in the future to ensure compliance with existing standards for the Mariposa Industrial Park. The Initial Study evaluated noise impacts including all aspects of the operation, the existing site noise conditions and both the policy and regulatory requirements applicable to the project contained in the General Plan, and PDZ 87-1 standards. The PDZ 87-1 Noise Standards are prescriptive and the project must comply with the standards as follows:

The project Initial Study evaluated noise impacts of the project that included all aspects of the operation, the existing site noise conditions and both the policy and regulatory requirements applicable to the project by the General Plan, and PDZ 87-1 standards. The PDZ 87-1 Noise Standards are prescriptive and the project must comply with the standards as follows:

“VII. Activity Standards..., A. Noise. Within the Mariposa Industrial Park the following regulations, regarding the production or generation of sound shall apply:

1. Noise Levels at any interior property line shall not exceed 70dBA level.
2. Noise Levels at the boundary of State Highway 49 North shall not exceed 55dBA.
3. Noise levels at all other external boundaries of the Mariposa Industrial Park shall not exceed the 70 dBA level."

The Noise Study included in the Initial Study evaluated noise at the nearest residential receptors and also at the property lines of the project site. The results of those calculations indicate that the average noise levels generated by the project would not exceed 63 dB Leq at the nearest property line. This level is in compliance with the Mariposa Industrial Park standard of 70 dBA at the project site property line.

The noise generation of the proposed project is predicted to be satisfactory relative to both the noise standards of the Mariposa Industrial Park PDZ 87-1 and CEQA guidelines during both daytime and nighttime conditions, for both onsite operations and off-site traffic. As a result, no adverse noise impacts are identified for this project, and no noise mitigation measures would be warranted at this time.

However, the Noise Study recommends that follow-up noise testing be conducted upon commencement of normal site operations to verify the reference sound level data provided by the project applicant and to incorporate any additional noise control measures which may be determined to be warranted as a result of that testing. The Project applicant will follow up with noise testing to be conducted upon commencement of normal site operations to verify the reference sound level data and to incorporate any additional noise control measures which may be determined to be warranted as a result of that testing. The report shall be prepared by an appropriately licensed professional.

Application of the mitigation on the project insures that identified noise impacts from the project are mitigated to less than significant levels as follows:

Mitigation Measure 12d.1: Within the facility start up and operational testing period and prior to building permit certificate of occupancy, a noise monitoring report shall be submitted to the Planning Director for review and verification that project operating noise levels do not exceed the allowances pursuant to PDZ 87-1. If the monitoring report finds that the noise thresholds are in exceedance of PDZ 87-1 allowances, then the report shall provide recommendations for appropriate noise reduction measures that reduce noise levels to meet the PDZ 87-1 standards and those recommendations shall be incorporated into the project. A certificate of occupancy shall not be issued until the noise monitoring concludes. The report shall be prepared by an appropriately licensed professional.

10. The Board of Supervisors finds that, based on the record, Environmental Review for the biomass facility was carried out in full compliance with the requirements of the California Environmental Quality Act.

11. The traffic study, prepared by TJKM and included in the Initial Study as Attachment P, was prepared utilizing accepted and required professional protocols. The Transportation/Traffic checklist section on page 100 of the Initial Study states:
It should also be noted that the proposed Project would divert trucks from elsewhere on CA-49 and reduce their distance traveled. Currently, trucks hauling chips and other woody biomass from forest thinning operations must travel to Fresno, Sonora, or farther in order to access a willing recipient for the biomass. For trucks hauling chips from Sierra National Forest via CA-140 or CA-49, this is a reduction of 75 miles or more each way. This project could therefore result in downstream benefits at higher-volume segments and intersections along CA-49.

12. The Board of Supervisors finds the Planning Commission’s evaluation and conclusions for the project’s overall impact on fire protection services to be adequately documented. The Initial Study concluded there is a less than significant impact on fire protection services with incorporation of mitigation; however potential impacts requiring mitigation are related to placement of facilities at the time of project construction, not ongoing operations. The Planning Commission adopted the following mitigation measure to address impacts on fire protection services.

Mitigation Measure 14.a.1: Prior to grading or building permit issuance the Project plans shall include all details necessary to meet County Fire Department and CALFIRE requirements as applicable for fire protection including access, storage tank, hydrant location and a fire flow to meet applicable code requirements. Approval verification letters by County Fire and CALFIRE to Planning Director shall be required prior to grading and/or building permit issuance.

Planning Commission Resolution No. 2018-066 included Conditions 17-20 which require County Fire Department and CALFIRE requirements are met. Any OSHA required confined space management required of the project through existing regulatory frameworks would be enforced by OSHA.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors’ actions, interpretations and determinations are based on Mariposa Planning Commission Resolution No. 2018-006, which is hereby incorporated into this resolution by reference.

BE IT FURTHER RESOLVED THAT, this action on Appeal No. 2018-051 is based upon the discussion of Appeal Issues as contained in the Staff Report to the Board of Supervisors, which is hereby incorporated into this resolution by reference.

BE IT FURTHER RESOLVED THAT, the custodian of the record of the proceedings is the Clerk of the Board of Supervisors.

BE IT FINALLY RESOLVED THAT, if any section, subsection, sentence, clause, word, phrase or finding of this resolution is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this resolution. The Board of Supervisors hereby declares each section, subsection, sentence, clause, word, phrase or finding is severable.
ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted this 17th day of July 2018 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

Miles Menetrey, Vice Chair
Mariposa County Board of Supervisors

Attest:

_____________________________
René LaRoche,
Clerk of the Board of Supervisors

Approved as to Form:

_____________________________
Steven W. Dahlem
County Counsel
EXHIBIT 1

PROJECT CONDITIONS AND MITIGATION MEASURES

Project Conditions and Mitigation Measures
Conditional Use Permit No. 2017-117.

General

1. The Use Permit is approved for development and operation of the Mariposa Biomass plans dated January 19, 2018 (Staff Report Attachment B- Project Plans) and the project description as follows:

- The construction of a 2.4 MW community based bioenergy facility and woodchip storage yard.
- The facility will include several new structures including a gasification plant, engine generator enclosure, fire water tank, ash storage bin, feed system, electrical equipment enclosure and control room (8,600 square feet of new structures).
- Feedstock storage is proposed to occur on Parcel 3, while the biomass facilities will be located on Parcel 4.
- Access is proposed from Highway 49 No. to Gold Leaf Road, onto Copper Leaf Drive and driveway encroachments on Copper Leaf Drive.
- Access for the delivery trucks will be a new driveway on Parcel 3 six days a week.
- Truck deliveries will be limited to 7am to 5pm, 6 days per week.
- Estimated to receive 3-4 chip trailer deliveries in addition to 8 to 10 small dump truck deliveries per day. The site is not proposed to be a public dump site. There will be no residential drop off of materials at the site.
- The facility will operate 24 hours a day, 7 days a week.
- 8 employees are proposed, although up to 10 employees may be required.
- Water for the project is proposed by a shared well that produced 20 gpm at time of installation. The project applicant states that the project’s water use will be 1.5 gpm.
- 60 pounds per day of sludge will be generated by the facility which is proposed to be disposed of at the landfill.
- 1.2 tons per day of dry ash will be generated by the facility and is proposed to be disposed of at the landfill.
- The project will establish a bond for the life of the project that would cover the costs associated with the removal of all equipment and buildings, if those structures become a nuisance, are abandoned, or the project has failed. The bond amount will be based on the costs estimated for such removal, subject to County approval.
The facility will utilize approximately 12,000 bdt (bone dry tons) per year of sustainably harvested forest biomass in a gasification process to produce a syngas. The syngas will be used to fuel two gas engine generators to produce electricity. (Additional project details may also be found in the attached Initial Study).

After the effective date of the Planning Commission approval of Conditional Use Permit No. 2017-117, the Mariposa Biomass Project shall be constructed in substantial conformance with the approved site plan, building elevations and project description as approved by the Planning Commission. Minor changes in the site plan and increase in project square footages up to 10%, may be considered and approved by the Planning Director if a finding is made that the changes would not necessitate a change in the Project environmental determination. Any substantial modification of the site plan requires additional public review.

2. No changes to the approved site plan, exterior design, color, or materials of any structure or landscaping shall be permitted without review by and written approval of the Planning Director pursuant to applicable conditions for the project.

3. Any representations the public hearing by the applicant or agents speaking on the applicant’s behalf shall be reduced to writing and added as conditions of project approval.

4. The conditional use permit (CUP) shall be activated by the issuance of the first building or grading permit within 36 months from the effective date of Planning Commission approval of the project. Should activation of the permit(s) be delayed by any moratorium or excessive delays by a permitting agency over which the County of Mariposa does not exercise control, or should a lawsuit involving the approval of the CUP or related entitlements be pending in a court of competent jurisdiction, the 36 month clock shall be tolled until such time the court action or other delay has concluded. However, if the remaining time is less than 120 days, the permit shall be valid for 120 days following the termination of the moratorium or other event triggering the tolling of the period. The tolling period shall be initiated upon written notice by the applicant to the Planning Department setting forth the facts and circumstances justifying the tolling, and shall be immediately effective unless a written notice of rejection is issued by the Planning Director within 14 days of receipt of applicant’s notice.

5. The applicant may request of the Planning Commission one 18-month time extension of the CUP initial time frame (as identified in condition no. 4 above) between the effective date of the approval of the CUP and the start of construction (building permit or grading permit issuance). The application must be made at least 90 calendar days prior to the initial approval expiration date.
The Planning Commission may impose any conditions and/or requirements it finds necessary to guarantee compliance with the project approval findings.

Any tolling provisions provided for by conditions of approval for the use permit shall remain in full effect. Time extension request provisions of this condition do not change any approved applicable tolling provisions.

6. An updated project development schedule shall be submitted to the Planning Director prior to issuance of a grading and/or building permit for the project. The Project schedule shall at a minimum include:
   - Outside agency permitting application estimated submittal timeline
   - Projected overall construction schedule
   - Estimated completion

7. No site disturbance activities shall commence without the issuance of a building or grading permit. Should there be no code requirement for such a permit, a letter authorizing site disturbance activities shall be issued by the Planning Director upon request and upon proof of relevant condition completion.

8. Prior to the issuance of any site disturbance, building or grading permits, the permit holder shall submit final site and construction plans. The final plans shall clearly be labeled to match the approved site plans except as necessary to comply with the project conditions or as allowed by 1. All physical construction for the project shall be in substantial conformance with the approved plans.

**Botanical/Wildlife**

9. Prior to the commencement of site disturbance activities of any kind, the Planning Director shall receive a detailed preconstruction survey clearly identifying areas which are proposed to be retained in natural vegetation (e.g. grasses, shrubs, trees and riparian vegetation). Accompanying the preconstruction survey shall be a construction management plan identifying how “non-disturbance areas” are to be physically protected during construction activities. Physical protection measures shall be in place prior to site disturbance.

10. Mitigation Measure 4.a.1.: A pre-construction survey based on CDFW protocols and survey periods for special-status species shall be performed by a qualified biologist to ensure that special-status species are not present. If any listed species are detected, construction shall be delayed, and the appropriate wildlife agency (CDFW and/or USFWS) shall be consulted and project impacts and mitigation reassessed and applied in conformance with biologist, CDFW and/or USFWS protocols. A verification letter from the CDFW that the survey was completed and protocols met shall be submitted to the Mariposa County Planning Department and...
approved by the Planning Director prior to grading or building permit issuance.

11. Mitigation Measure 4.c.1: A 10 foot setback shall be in place from the centerline of the onsite ephemeral drainage channel identified within the project Biological Study for protection during construction and operation: there will be no modification of stream banks or adjoining vegetation within the 10 foot setback either during construction or during operation. The construction site and grading plans prepared by a licensed engineer shall show the setback. Setback areas shall be flagged in the field and physically protected prior to and during construction activities.

12. Mitigation Measure 4.d.1.: If construction activities will occur during the nesting season (usually March to September), pre-construction surveys for the presence of special-status bird species or any nesting bird species should be conducted by a qualified biologist within 500 feet of proposed construction areas. If active nests are identified in these areas, CDFW should be consulted to develop measures to avoid “take” of active nests prior to the initiation of any construction activities. Avoidance measures may include establishment of a buffer zone using construction fencing or the postponement of vegetation removal until after the nesting season, or until after a qualified biologist has determined the young have fledged and are independent of the nest site.

13. Mitigation Measure 4.e.1.: There shall be no grading, leveling, soil compaction from the use of heavy equipment, or digging within the root zone of oaks identified in a pre-construction oak tree survey. During construction of onsite improvements, all such oaks located in the area of construction activity identified as not to be removed, shall have erected around the root zone—which is 1 ½ times the drip line of the oak tree crown or 15’ whichever is greater-environmentally sensitive area fencing. This fencing shall remain installed, visible, and in good condition until all road construction, grading activities and other soil disturbance activities are completed. At the time of inspection of the completed improvements by the Building Department, Planning Director authorization for removal of the environmentally sensitive area fencing may be granted.

14. Prior to the commencement of construction activities, a tree removal and replacement plan for mature trees shall be prepared by a licensed landscape architect based upon accepted industry practice for approval by the Planning Director. The Plan shall incorporate appropriate measures to be taken to minimize the spread of non-native vegetation.

15. Conceptual landscaping plans are required prior to grading permit issuance and final landscape plans are required prior to building permit issuance; both of which require Planning Director approval. Landscaping plans shall provide vegetative screening of the site from streets, Hwy 49 and adjacent properties where possible as determined by the County. The applicant/operator shall plant a visual screen
that effectively screens the visibility of the site improvements from streets, Hwy 49 and adjacent properties where possible in conformance with PDZ 87-1 standards. A planting plan shall be prepared by a landscape architect and be approved by the County; it shall use low water use trees and vegetation and shall identify the sizes of plantings. Plantings shall be irrigated and monitored for establishment for five (5) years, or as recommended by the landscape architect. If plantings die, they shall be replaced on a one-to-one ratio until established. Irrigation shall meet the 2015 Model Water Efficient Landscape Ordinance (CCR Title 23, Chapter 2.7), as certified by the project landscape architect.

16. Prior to the issuance of any building or grading permits, the permit holder shall submit to the Mariposa County Agricultural Commissioner copies of the construction management plan identifying how the permit holder will take steps to prevent the transport of noxious weeds to the site. Approval by the Agricultural Commissioner of such program shall be transmitted to the Planning Director.

Public Services

17. Prior to the issuance of any building or grading permits, the County Fire Chief and CALFIRE shall provide the Planning Director with a letter certifying that the design of the onsite accesses are of adequate width, grade, surfacing, and construction design to meet the requirements of the fire protection agencies.

18. The Project will construct a 110,000 gallon tank and achieve all fire flow requirements. Fire hydrants will be placed on the property as required by the local Fire agencies. The project will comply with state law relating to the storage of wood chips. All applicable CALFIRE FireSafe standards must be met and will be reviewed by County Fire and CALFIRE at the time of construction permit review and prior to Certificate of Occupancy.

19. Mitigation Measure 14.a.1: Prior to grading or building permit issuance the Project plans shall include all details necessary to show compliance with County Fire Department and CALFIRE requirements for fire protection including access, storage tank, hydrant location and fire flow. Approval letters by County Fire and CALFIRE to Planning Director shall be required prior to grading and or building permit issuance.

20. Prior to the issuance of any building or grading permits, the Planning Director shall receive a letter from the CALFIRE indicating the final project design meets the requirements for the Fire Protection State Responsibility Area Firesafe Requirements for driveway standards, gate standards, road standards, emergency water supply standards, fire hydrant standards, defensible space standards, as may be applicable and as otherwise specified in 14 CCR§1270 et. seq.
21. Prior to the issuance of any grading permits, the permit holder shall submit restoration surety in a form satisfactory to the County Counsel. The amount of surety shall be equal to an engineer’s estimate of the cost of site preparation and grading, whichever is greater plus a 50% contingency. This amount of the surety is to be confirmed by the Department of Public Works and guaranteed by an appropriate agreement with the County. Upon completion of the grading final approval by the County, the required security shall be returned to the permit holder.

22. All Completed Unified Program Consolidated Forms and Materials Release Response Plan (Business Plan) shall be submitted to the County Environmental Health Department for review approval prior to the final Certificate of Occupancy of the project. (Ongoing compliance shall be required or conditional use permit revocation may occur). A Letter from the Health Department to the Planning Director Confirming that this condition has been met shall be required prior to Planning approval of the final Certificate of Occupancy for the project.

23. A project solid waste/material output plan is required for submittal, review and approval by the County Environmental Health Division-Local Enforcement Agent and the Public Works Director prior to grading permit issuance and a final plan approval must occur prior to Certificate of Occupancy for the project. The County shall have the authority to disallow disposal of solid waste from this project at the landfill at any time.

24. Based on its proximity to the Mariposa-Yosemite Airport, the project shall be designed in compliance with all applicable Federal Aviation Administration (FAA) and State Division of Aeronautics requirements. The applicant shall submit plans to the Public Works Department for review and approval pursuant to this condition. Written confirmation that this condition has been met shall be submitted to the Planning Department by the Public Works Department prior to grading and/or building permit issuance.

**Hydrology, Water and Wastewater**

25. Mitigation Measure 18 e.1.: Prior to grading or building permit issuance, the relocation of the septic easement as shown on the grading plan and site plan must be completed and recorded to the satisfaction of the County Health Department-Environmental Health Division, County Surveyor and Planning Director.

26. The Project water well system shall meet all applicable local and state requirements including but not limited to State Division of Drinking Water requirements. The Planning Director shall receive verification from the County Health Department and State Water Resources Control Board, Division of Drinking Water that this condition has been met prior to the Certificate of Occupancy for the project.
27. The project shall install and maintain onsite pollutant control measures during project construction and operation as required ensuring NPDES compliance. The permit holder shall provide the Planning Director with a copy of its approved State Water Resources Control Board Construction Activity Storm Water Permit and/or any operational storm water permit for industrial activities prior to grading and/or building permit issuance.

28. The project shall install and maintain onsite runoff attenuation facilities with sufficient capacity to reduce 100-year project stormwater runoff rates to those currently generated by the project site. The project engineered grading plans shall include these facilities. County Engineer approval the plan is required prior to grading permit issuance.

Air Quality/Greenhouse Gas Emissions

29. Project shall be designed to meet all County Air Pollution Control District (APCD) requirements and the Air Pollution Control Officer shall approve the project plans and contract specifications prior to the issuance building or grading permits as applicable.

30. All facilities operations, collection and transmission facilities shall incorporate appropriate equipment and design so that odors cannot be detected and that dust control protocols are in place. The Environmental Health Division Director shall approve the project plans prior to the issuance of construction permits, occupancy or facility operation as deemed appropriate by the Environmental Health Division Director.

31. Mitigation Measure Air Quality 3 (e) 1: An operational management plan that includes 1) odor control activities and 2) methods for the project operations that demonstrate industry standard protocols for any nuisance odor and 3) best management practices shall be prepared by an appropriately licensed air quality professional and approved by the MCAPCO prior to building permit issuance.

32. The project must obtain an “Authority to Construct” permit prior to building permit issuance for the project from the Mariposa County Air Pollution Control District (MCAPCD). Mariposa County Air Pollution Control District (MCAPCD) verification that this condition has been met shall be required prior to building permit issuance.

Traffic, Access and Circulation

33. Mitigation Measure 16.b.1.: Gold Leaf Drive approach improvements shall be improved to meet minimum road surface requirements for the intersection approach prior to Certificate of Occupancy for the project. CALTRANS and/or County
Encroachment Permits shall be required as applicable prior to grading or building permit issuance.

34. Mitigation Measure 16.d.1.: Gold Leaf Drive shall be improved to meet CALTRANS radius requirements for the intersection approach prior to Certificate of Occupancy for the project. A CALTRANS Encroachment Permit shall be required prior to grading or building permit issuance. All encroachment improvements shall be completed prior to issuance of a Certificate of Occupancy for the facility.

35. The proposed Copper Leaf Drive driveway encroachments shall meet County standards. County Engineer approval of the encroachment design shall be required prior to grading permit issuance and improvements shall be approved prior to building permit final.

36. Proposed internal driveways, operational roads, truck turnaround and employee parking area shall be designed by the project engineer. Paving shall be required for dust and erosion control.

37. The Project access road from Copper Leaf Drive shall be completely on Parcel 4 unless an easement on the adjacent parcel (APN 012-050-068) for a portion of the access is obtained. IF easement is not obtained, all driveway improvements shall be on the Project Parcel 4 in the same general location as proposed, with increased width all encompassed on the project Parcel 4. Public Works Department, County Surveyor and/or County Engineer approval is required prior to grading permit issuance.

38. The County Engineer may require engineered improvement plans prepared by a Registered Civil Engineer for any improvements required as a condition of approval for this project. If engineered improvement plans are required, the plans shall be approved by the County Engineer prior to commencement of construction work on the required road improvements.

39. A parking plan that meets PDZ 87-1 Section V. On-site Parking Standards must be submitted to, and approved by, the County Planning Director prior to grading and/or building permit issuance.

Aesthetics

40. All on-site lighting fixtures shall be designed to be in compliance with the model lighting code developed by the International Dark Sky Association and shall be shown on the building permit plans and approved by the Planning Director prior to the installation of any fixtures. The Director may require plan review by a lighting specialist to ensure condition compliance. Applicant shall pay all costs associated with this review.
41. Plans shall be designed to be in compliance with PDZ 87-1 Section III. Improvement Standards, Section IV. Signs and Advertising Displays, Section V. On-site Parking Standards, Section VII. Activity Standards, Section VIII. Design Standards. Elements including, but not limited to, architectural elevations, material types and paint colors shall be included. Planning Director approval of the plans is required prior to grading permit, building permit and/or occupancy, permit issuance determined by the Planning Director.

42. A site security and signage program shall be required. Elements shall maintain compliance with PDZ 87-1 Section IV. Signs and Advertising Displays standards including but not limited to fencing, signage. Program shall be approved by the Planning Director prior to grading or building permit issuance.

Cultural and Historical Resources

43. Mitigation Cultural Resources 5.d.1 A Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement project conditions of approval, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the applicant to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, the NAHC guidelines shall be adhered to in treatment and disposition of the remains. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.

Noise

44. Mitigation Measure 12d.1: Within the facility start up and operational testing period and prior to building permit certificate of occupancy, noise testing shall be conducted and a noise monitoring report shall be submitted to the Planning Director for review and verification that project operating noise levels do not exceed limits established by PDZ 87-1 Section VII. Activity Standards, A. Noise. If the monitoring report finds that the noise thresholds are in exceedance of PDZ 87-1 allowances, then the report shall provide recommendations for appropriate noise reduction.
measures that reduce noise levels to meet the PDZ 87-1 standards and those recommendations shall be incorporated into the project. A certificate of occupancy shall not be issued until the noise monitoring concludes that the noise is below the PDZ 87-1 limits. The report shall be prepared by an appropriately licensed or qualified professional.

Additional Conditions

45. The Property Owner (Owner) shall indemnify, protect, defend, and hold harmless the County, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the County, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, any approval of the County, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the County, concerning the project and the approvals granted herein. Actions concerning the project and approvals granted shall include, but not be limited to, the environmental determination made pursuant to the California Environmental Quality Act (CEQA). Furthermore, Owner shall indemnify, protect, defend, and hold harmless the County, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner’s project is subject to that other governmental entity’s approval and a condition of such approval is that the County indemnify and defend such governmental entity. County shall promptly notify the Owner of any claim, action, or proceeding. County will further cooperate in the defense of the action.

An agreement on a form approved by Mariposa County Counsel shall be executed within twenty (20) working days of the date of project action. Non-compliance with this condition may result in revocation of project approval by the county.

46. Prior to issuance of permits, all fees associated with the County’s processing of the map and filing of associated CEQA documents (applicable to the conditional use permit) shall be paid. The Department of Fish and Wildlife CEQA filing fee ($2,280.75 as of January 1, 2018) and County Clerk fee ($50 as of January 1, 2018) shall be paid by the applicant within five (5) working days of the approval of the application (by Friday, March 2, 2018, because if the fee is not paid within 5 working days, and the Notice of Determination is not filed with the County Clerk prior to close of business on Friday, March 2, 2018 the environmental determination is not operative, vested, or final. (Section 21089(b) Public Resources Code).

The County Clerk requires that one check be submitted to cover both of these fees, for a total of $2330.75 (effective January 1, 2018), and that it be in the form of a cashier’s check or money order payable to “Mariposa County;” The County Clerk
will not accept a personal check for these fees. Submit the check to Mariposa Planning who will file this fee and other required documents with the County Clerk.

NOTE: The filing fees are adjusted annually, effective January 1st of each year, pursuant to Fish and Game Code.
Case: Appeal No. 2018-051

Case Name: Appeal of Planning Commission Approval of the Mariposa Biomass Project - Conditional Use Permit (CUP) No. 2017-117

MARIPOSA BIOMASS PROJECT DESCRIPTION:

A proposed 2.4 MW Bioenergy Facility with support buildings, parking, access and a woodchip storage yard located at the Mariposa Industrial Park.

LOCATION: The project parcel is located at 5673 and 5686 Copper Leaf Dr., Mariposa

ASSESSOR PARCEL NUMBER: APNs 012-050-066 and 012-050-067

APPELLANT: Ruth Sellers, Et Al.

PROJECT PROPOSENT: Mariposa Biomass Project, Jay Johnson.

RECOMMENDATION:

Staff recommends that the Board of Supervisors adopt a resolution:

1) Denying Appeal No. 2018-051 based on findings; and

2) Upholding the Planning Commission’s approval of Conditional Use Permit (CUP) No. 2017-117 Mariposa Biomass Project with findings, conditions and mitigation measures

Appeal Description Summary

The appeal is of the Planning Commission’s approval of the Mariposa Biomass project Conditional Use Permit (CUP) No. 2017-117, a 2.4 MW Bioenergy Facility and a woodchip storage yard, which is proposed to be located in the Mariposa Industrial Park.

All documents referenced in the Staff Report and Board of Supervisors Draft Resolution are on file at the Planning Department and available for public viewing.

Summary, Background Information & Previous Project Actions

In order to understand the appeal issues, it is helpful to understand Planning Commission actions on the Mariposa Biomass Project and the Mariposa County regulations for the site.
**Land Use**

The project site is governed by the Mariposa County General Plan (MCGP), Zoning Ordinance and Planned Development Zone (PDZ) PDZ 87-1. The proposed project requires a use permit pursuant to the standards in PDZ 87-1.

PDZ 87-1 (Mariposa Industrial Park) established uncodified zoning that identifies allowed industrial uses and required development standards applicable to projects within PDZ 87-1.

The Biomass Project proposes to process woody biomass feedstock (woodchips) at the facility using Pyrolysis (thermal decomposition) creating syngas to be used for energy production, a biochar (that may have market potential) and ash. The Biomass processing use fits into the following PDZ 87-1 uses as outlined in the following excerpts from PDZ 87-1 Mariposa Industrial Park:

“Section VI. Use Standards, A. Permitted Uses:

... 3. **Processing uses**- to include, but not limited, to bottling plants, creameries, wineries, laboratories, tire retreading, and cleaning, laundry and dying plants.

... 7. **Agricultural Product Processing**

...12. **Other**- manufacturing, processing, treatment, fabrication or assembly uses similar to those enumerated above.”

The project proposes an agricultural (forest) materials processing use and is similar to the other processing uses listed above and therefore a permitted use under PDZ 87-1.

**Airport Overlay Zone**

In addition to PDZ 87-1 zoning, the Project is approximately 1.2 miles from the Mariposa airport, and is subject to the County’s Airport Overlay Zone (AOZ). The project is designed in compliance with the applicable requirements from the AOZ. Additional information is provided in the Project Initial Study and summarized in the Project Evaluation section below.

**Conditional Use Permit (CUP)**

Development in the Mariposa Industrial Park is governed by Planned Development Zone (PDZ) PDZ 87-1. The Mariposa Industrial Park was approved by the Board of Supervisors in 1987 to accommodate industrial activity in Mariposa County. The PDZ establishes its own zoning standards for permitted uses and development requirements. All development in the PDZ requires a use permit to be approved by the Planning Commission.

The applicant will have a time limit of three (3) years to meet applicable conditions and mitigation measures and obtain a grading or building permit. The applicant has the ability to request one 18-month time extension. Upon issuance of a grading or building permit for the project, the CUP timeline will have been met.
CEQA

The project was subject to review pursuant to CEQA and an Initial Study and Subsequent Mitigated Negative Declaration (MND) were prepared pursuant to CEQA (Public Resources Code [PRC] Section 21000, et seq.) and the State CEQA Guidelines (California Code of Regulation, Title 14, Chapter 3, Section 1500, et seq.). The Initial Study evaluates the physical environmental effects of the proposed Mariposa Biomass Project. Previous Initial Studies and Negative Declarations were prepared pursuant to CEQA for Planned Development Zone PDZ 87-1 and for the Subdivision that created the two Project lots, LDA 2004-185. Any and all mitigation measures and conditions of approval that are applicable to the Property through the PDZ 87-1 or the LDA 2004-185 MND were incorporated as part of the project design, or are conditions of approval on the project along with the mitigation measures of the Subsequent Mitigated Negative Declaration prepared for the Project.

The purpose of CEQA is to disclose to decision makers and the public the potential significant environmental effects of proposed activities, and to inject environmental considerations into how public agencies consider and take action upon applications, permits and other approvals.

Although not a part of this Appeal, for background information, the project CEQA documents may be found at the following web page link for the project:


The Applicant

The Mariposa Biomass Project (MBP) is a 501(c) (3) nonprofit corporation established in 2014 with the primary purpose of developing a bioenergy plant in Mariposa County. MBP owns Parcel 4 in the Mariposa Industrial Park and has lease option to purchase Parcel 3. MBP also has an agreement with Cortus Energy, which will build, own and operate the facility. Cortus Energy is a clean technology company based in Sweden.

The Mariposa County Resource Conservation District, MCRCD is a project partner. MCRCD and the Project Applicant worked together to bring in financial support for the development of the Project. The MCRCD was the applicant and now is the grant administrator for the $244,000 Wood Innovations planning grant received in 2016 from the U.S. Forest Service. The project has been tentatively awarded a $5 million EPIC grant; MCRCD was the applicant and will be the grant administrator.

Project Description

The Mariposa Biomass Project proposes:

- The construction of a 2.4 MW community based bioenergy facility and woodchip storage yard.
- The facility will include several new structures including a gasification plant, engine generator enclosure, fire water tank, ash storage bin, feed system, electrical equipment enclosure and control room (8,600 square feet of new structures).
Feedstock storage is proposed to occur on Parcel 3, while the biomass facilities will be located on Parcel 4.

Access is proposed from Highway 49 North to Gold Leaf Road to Copper Leaf Drive. Driveway encroachments are proposed on Copper Leaf Drive.

Access for the delivery trucks will be a new driveway on Parcel 3.

Truck deliveries will be limited to 7 a.m. to 5 p.m., 6 days per week.

The facility is estimated to receive 3-4 chip trailer deliveries in addition to 8 to 10 small dump truck deliveries per day. The site is not proposed to be a public dump site. There will be no residential drop off of materials at the site.

The facility will operate 24 hours a day, 7 days a week.

8 employees are proposed, although up to 10 employees may be required.

Water for the project is proposed by a shared well that produced 20 gallons per minutes (gpm) at time of installation. The project applicant states that the project’s water use will be 1.5 gpm.

60 pounds per day of sludge will be generated by the facility which is proposed to be disposed of at the landfill.

1.2 tons per day of dry ash will be generated by the facility and is proposed to be disposed of at the landfill.

The facility will utilize approximately 12,000 bdt (bone dry tons) per year of sustainably harvested forest biomass in a gasification process to produce a syngas. The syngas will be used to fuel two gas engine generators to produce electricity. Power will be sold to PG&E under the State of California BioMAT program. The project intends to enter into a 20-year Power Purchase Agreement (PPA) with PG&E.

The project’s immediate goal is to help address effects of tree mortality by processing 36 bdt per day of dead and down trees in chip form from High Hazard Zones in Mariposa County. In the long term, the facility will process biomass from forest thinning operations associated with maintenance of fuel breaks. By purchasing woodchips, the facility will help offset the cost of fuel break maintenance and provide an alternative to prescribed burns. The project lifespan is projected at 20-30 years, although it could be longer.

**Grounds for Appeal and Appeal Procedures**

Submittal and processing of appeals is governed by Mariposa County Resolution No.10-92.

The focal point of the appeal is the “Statement of Grounds” (also referred to as “grounds for appeal”), which is the appellant’s statement of the reasons why the decision or determination is being appealed. The statement of grounds is the appellant’s description of why they believe the decision or determination was inappropriately decided. The statement of grounds must include information or documentation which supports their position. Staff analyzes the statement of grounds in the appeal staff report.

Other processing provisions contained within this resolution include:
1. An appeal shall be limited to those issues clearly raised by any interested party through the public review and/or hearing process for the finding or decision being appealed, or to new information which was not and could not have been available at the time the finding or decision was made.

2. Evidence considered at the hearing on the appeal shall be limited to the issues clearly identified in the Notice of Appeal, with amendments or supplements as permitted.

A complete appeal was submitted within the appeal timeframe. A supplement was also provided within the allowed timeframe.

The remainder of this staff report reviews the appellant’s grounds for appeal, and provides the basis for staff’s recommended action on the appeal.

**Discussion of Grounds for Appeal Issues**

**Appeal Issues** – The appellant provided a statement of Grounds for Appeal. The appellant also provided a supplemental submittal (called an “addendum” in the discussion below) that included statements and additional information. The appeal narrative and addendum are shown in their entirety in Attachment 2. Both are summarized and responded to in the discussion below.

The grounds for appeal include three categories of statements:

1. Specific issues raised by the appellant
2. Opinions of the appellant
3. Technical Information provided by the appellant

The comments in the Grounds for Appeal that are statements of opinion or speculation and/or which do not address a specific item such as condition of approval, finding, mitigation measure, or relate to items outside of the Planning Commission’s purview, are summarized and noted for the record. Issues outside the purview of the Commission may relate to the facility’s role in the energy marketplace; overall energy production and costs associated with various sources of energy production; relative cleanliness of various sources of energy production; specifics about Cortus Energy; grant monies, etc.

There are instances where statements of opinion are co-mingled with appeal points, and in those cases where the appeal point is addressed elsewhere, the comment is noted for the record.

Technical information provided by the appellants is also noted for the record.

**Section I. Grounds for Appeal.**

The opening statement of the appellant’s Statement of Grounds for Appeal follows:

*My appeal is to reject and overturn the Mariposa County Planning Commission’s approval of a Conditional Use Permit (CUP) to the Mariposa Biomass Project APP #2017-117 on February 23, 2018, in the Mariposa Industrial Park, PDZ-NO 87-1.*
The concluding statement of the Grounds of Appeal states:

*The project should be overturned and declared invalid due to lack of qualifications to locate in Mariposa Industrial Park PDZ NO-87-1.*

The following are the grounds for appeal that were raised in the Notice of Appeal or Supplemental appeal, followed by staff responses.

Staff has separated comments in the appellant’s written narrative by topic. Some of the appellant’s comments on a specific topic are shown in more than one place in the written narrative, so staff has grouped such comments under general headings in the discussion below.

**Appeal Topic 1. Consistency/Compatibility with PDZ 87-1 and the General Plan**

*Appellant Statement:*

The appellant disputes the Planning Commission’s finding that the Project is compatible with PDZ 87-1. The appellant states that all zoning decisions must be consistent with the General Plan. *(Staff Note: References to the General Plan and Title 17 text on page 1 in the appellant’s narrative, are to the 1981 General Plan and Zoning Ordinance that were in effect at the time the Mariposa Industrial Park PDZ was approved in 1987.)*

Reference to original findings for the PDZ project on page 1 of the appeal relate to compatibility with surrounding properties, minimization of potential detrimental effects, etc.

The appeal addresses Item (Finding) 5 contained in the PDZ approval relative to Section 5.1.04 of the current General Plan. Original Item 5 states, "The proposed uses are logical and desirable at the proposed site, given the general character of EXISTING (appellant emphasis added) development in the area and the overall county need to provide for the types of uses proposed."

The current General Plan, Section 5.1.04 states there is recognition that clustering commercial and service businesses provide a greater chance of success.

*Staff Response:*

The appellant focuses on the findings made for the PDZ approval to show that the biomass project is not consistent with the findings nor the original intent of the PDZ.

The Mariposa Industrial Park project (PDZ 87-1) was found to be consistent with the operative county General Plan in existence at the time of the PDZ 87-1 project approval. The PDZ defines and sets the development standards for the uses which are permitted within the boundaries of the zone.

In order to approve the conditional use permit for the biomass facility, the Planning Commission had to find that the proposed use is consistent with the policies and standards of the General Plan and any applicable specific plan. The Commission addressed this question in CUP Finding 7 shown on page 5 of Commission Resolution No. 2018-006 which approved the project.
The Commission found the following:

The project parcels are within the PDZ 87-1 Mariposa Industrial Park with a General Plan Land Use classification of Natural Resources, Expanded Mariposa Town Plan Study area. The General Plan Land Use Element 5.3.05 Natural Resources States:

"The Board of Supervisors has determined that parcels within the Natural Resource Land Use Classification on the Land Use Diagram, the existing zoning assigned to that parcel, as of December 1, 2006, is consistent with the Natural Resources land use classification.

PDZ 87-1 Mariposa Industrial Park zoning applicable to the Project site was assigned to the Project Parcels prior to December 1, 2006. The PDZ 87-1 zone allows for processing uses and the Project is therefore consistent with the Planned Development Zone and the General Plan.

There are no specific plans applicable to the project site.

(The Planning Commission’s resolution is shown in Attachment 3 of this staff report.)

**Appellant Statement:**
The appellant disputes Finding 10 of the Planning Commission’s approval; the biomass project is consistent with the PDZ. The appellant states a biomass POWER PLANT (appellant emphasis) is not a consistent use and that with only 2 lots available in this planned development it is incumbent on the County to interpret the uses with reference to the stated Plan.

The appellant references Goal 5-1 in Section 5.2 - General Plan Implementation in Section 5, the Land Use Element. This goal states, "Maintain the rural character of Mariposa County."

The appeal states that the General Plan does not provide for Heavy Industrial Zoning. There is a limited number of parcels in the county available for Light Industrial use. The appeal states that the Power Plant would consume a large portion of limited space allocated within the Mariposa Industrial Park and that the park is allocated and zoned for Light Industrial use, not a Power Plant.

**Staff Response:**
The Commission was required to provide evidence for PDZ 87-1 Finding 10, which requires, "The project is consistent with all use and development standards of Planned Development Zone 87-1." To support this finding, the Commission found:

The project has been reviewed in accordance with all use and development standards established by Planned Development Zone No. 87-1.

The Biomass processing use fits into the following PDZ 87-1 uses as outlined in the following excerpts from PDZ 87-1 Mariposa Industrial Park Section:
“VI. Use Standards, A. Permitted Uses:

... 3. Processing uses- to include, but not limited, to bottling plants, creameries, wineries, laboratories, tire retreading, and cleaning, laundry and dying plants.

... 7. Agricultural Product Processing

...12. Other- manufacturing, processing, treatment, fabrication or assembly uses similar to those enumerated above.”

The project proposes an agriculture (forest) materials processing use and is similar to the other uses listed above and therefore a permitted use under PDZ-87-1.

The Planning Commission did not consider whether the project was a “heavy” or light industrial use because the PDZ standards do not make a distinction between “heavy” and “light”. The text of PDZ 87-1 (Mariposa Industrial Park) refers to “industrial” in general terms. What is considered an allowable “industrial” use in the PDZ is defined within the PDZ text itself.

The Commission acknowledged this issue in their Finding 9. The first two sentences in the “Evidence” section state: “The project proposes an industrial development directly adjacent to existing industrial uses. The Mariposa Industrial Park has been approved by the Board of Supervisors as an appropriate location for INDUSTRIAL (staff emphasis added) activities and specific development standards have been incorporated into the Planned Development Zone to ensure that INDUSTRIAL activity is not detrimental to the neighborhood and County.”

The Planning Commission considered text within the allowable uses section in the PDZ, which specifically provides that determinations can be made that a use is similar to a permitted use or uses and therefore allowable. The fact that the current, General Plan does not provide for Heavy Industrial zoning is not relevant to the discussion of the Biomass facility proposed within PDZ 87-1. The Commission found, based on all evidence in the record, that the project is consistent with the PDZ and General Plan.

The CEQA Initial Study prepared for the project found “No Impact” on the environmental checklist issue of “Land Use and Planning.”

Appellant Statement:
The integrity of the PDZ No. 87-1 must be retained and adhered to. If the required findings were interpreted correctly, it would disallow the Biomass Power Plant Project. The project’s primary purpose is to produce electricity; it is a Power Plant. The end product is electricity to be sold to PG&E.

The appellant states that power plants are not addressed or identified in the General Plan.

The PDZ identifies manufacturing as the process of making wares. A Biomass Plant does not make wares. It burns wood or other fuels to generate electricity, which is not manufacturing. The appeal states that selecting excerpts from the PDZ 87-1 uses is not acceptable as the real purpose of the Biomass Plant is to produce electricity.
The appeal states that the project lots would better serve the community with qualified businesses offering better employment and compatibility with current businesses.

**Staff Response:**

The appellant uses the term “power plant” to describe the project. The appellant does not believe the project is an allowable use in the PDZ.

Staff has already described the Planning Commission’s finding that the project is consistent with the PDZ.

Additionally, the project is not described as a “power plant” in any of the application materials. The project description in the Planning Commission staff report includes:

“*The Biomass Project proposes to process woody biomass feedstock (woodchips) at the facility using Pyrolysis (thermal decomposition) creating syngas to be used for energy production...*”

“*...The construction of a 2.4 MW community based bioenergy facility and woodchip storage yard...*”

“*...The facility will utilize approximately 12,000 bdt (bone dry tons) per year of sustainably harvested forest biomass in a gasification process to produce a syngas. The syngas will be used to fuel two gas engine generators to produce electricity...*”

There is a disagreement on terminology used in describing the facility. That disagreement is noted.

The relevant point is the determination that the biomass facility is similar in nature to permitted uses described in the PDZ and is therefore allowable.

For a response to the appellant’s statement regarding “more qualified businesses”, the Planning Commission found the project to be consistent with all use and development standards established by PDZ 87-1. The County’s authority is to respond to private development proposals in accordance with established standards.

**Appeal Topic 2. Water Supply & Hydrology/Groundwater Contamination**

**Appellant Statement:**

The appellant states that the hydrology report prepared for the project is inadequate in that it only addresses the capacity of the well supply water to the biomass plant. The appellant believes a more extensive study of the project’s impact on groundwater in the area is warranted. The appellant addresses groundwater depletion and contamination from the biochar by-product (powdered ash) of the facility.

The appeal states, “should groundwater contamination or depletion develop, Cortus Energy would pack up and go home to Sweden, MCRCD would pass blame and leave a “Bond” impossible for the resources of individuals to collect from. Owners’ of property in the surrounding areas would have their property left unusable and worthless.”
Staff Response:
A hydrology study was prepared for the project by Kenneth D. Schmidt and Associates. The study describes testing on the project well and potential drawdown in the nearest residential well from use of the project well. The study was reviewed by the Planning Commission and supported their action to adopt a Mitigated Negative Declaration for the project. The following text is included in the Initial Study discussion relating to depletion of groundwater:

The Non-Equilibrium Formula was used to calculate the drawdown in the nearest residential well (700 feet distant) after 180 days of continuous pumping at 1.5 gpm in the absence of recharge. Based on the hydrologist’s extensive experience with hard rock well testing in the Sierra Nevada, a storage coefficient of 0.01 was used. The equation used is found in the attached Hydrology Report, Attachment M. These calculations indicate that the drawdown in the closest offsite well would be insignificant. This drawdown would only occur if the offsite well tapped the same water producing fractured zones as the pumped well. Otherwise, the drawdown would be less. No impact is expected.

Planning staff solicited comments from all affected agencies, including the Mariposa County Health Department. Planning circulated the Initial Study/Proposed Mitigated Negative Declaration through the State Clearinghouse. The Regional Water Quality Board and the State Water Resources Control Board were provided the opportunity to review the Initial Study/Proposed MND.

The discussion in the Initial Study regarding solid waste contains a table showing the chemical composition of ash from several species of trees, including pine. The analysis concludes with the following statement:

Typically, wood ash contains only minimal amounts of heavy metals from the soils, but to assure the quality and non-toxic nature of the ash produced we proposed having the ash produced chemically analyzed once a month to assure that no source of toxins of heavy metals has found a way in the fuel supply and therefore the ash produced by the plant.

The issue of groundwater contamination from the project was not raised by agencies with oversight of the project. The Planning Commission’s action to approve the project included mitigation measures and conditions of approval relating to hydrology, water and wastewater. Those addressed the septic easement, permitting for the water system, pollutant control measures during project construction and operation, and runoff attenuation facilities.

Appeal Topic 3. Hazardous Materials

Appellant Statement:
The appellant states this Biomass Plant will store excessive amounts of Hazardous Materials on site, 20 tons of Propane, 20 tons of Nitrogen, 1,000 gallons of diesel and 1,042 gallons of lube oil. This requirement creates a volatile condition.

The appeal states that the dumping process of the ash releases a considerable amount of toxic dust in the air.
The appeal provides OSHA’s Material Safety Data Sheet for Biochar.

The appeal discusses fire and explosion hazard (potential dust explosion hazard), reactivity (substances resulting in rapid combustion), health hazards (dust inhalation causing pulmonary disorders, redness, irritation) and precautions for safe handling and use data.

**Staff Response:**
An air quality study was prepared for the project by TSS Consultants of Sacramento, California and considered by the Planning Commission. The following is a discussion of the proposed facility’s combustion process:

*The proposed facility will utilize the Cortus Energy WoodRoll woody biomass gasification to electricity technology. The facility includes a fuel drier, which removes moisture from the fuel before it enters the pyrolyzer. Char produced by the pyrolyzer is indirectly heated using the gases generated in the pyrolysis process and mixed with steam to produce a low nitrogen syngas. The syngas is to be combusted in two GE Jenbacher, type 6 gas engine generators to produce electricity. The engines are equipped with SCRs for NOx control and CO catalysts for increased CO emission reduction. Particulate matter will be controlled by filters (syngas filter and pyrolysis gas exhaust filter). The exhaust gas from the two engines as well as the exhaust from the fuel drier is ducted to one common stack. The facility also includes a flare to burn excess fuel during startup, shutdown and emergency upset conditions.*

The Initial Study addressed air contaminant issues. The discussion concludes:

“In summary, the project has a less than significant impact related to air contaminates.”

Planning staff solicited comments from all affected agencies, including the Mariposa County Air Pollution Control District. Planning circulated the Initial Study/Proposed Mitigated Negative Declaration through the State Clearinghouse. The California Air Resources Board was provided the opportunity to review the Initial Study/Proposed MND.

The Planning Commission required the project to obtain an “Authority to Construct” permit prior to building permit issuance for the project from the Mariposa County Air Pollution Control District (MCAPCD).

The Planning Commission’s conditions will insure all Mariposa County Health Department and Mariposa County Air Pollution Control District requirements are met by the project including odor controls.

The Planning Commission required the project to provide a Completed Unified Program Consolidated Forms and Materials Release Response Plan (Business Plan) be submitted to the County Environmental Health department for review and approval prior to the issuance of a Certificate of Occupancy for the project.

**Appeal Topic 4. Ash, Solid Waste**

*Appellant Statement:*
The appellant states that annual solid waste to the County Landfill of 650 tons of ash and sludge will command the closure of the Landfill by the County sooner than anticipated. They also question the product to go to the landfill, and the likely required respiratory equipment needed by county staff.

The appellant is concerned about the effects on public health for both long and short-term, and the likely county costs for dealing with this product.

**Staff Response:**

The project review discussed the potential impacts on solid waste. The review discussed ash, including its chemical composition. The review considered the source of the fuel or woody biomass used by the facility and quantity of ash. The review discussed the beneficial uses of wood ash and sludge composition. It was determined that the project would comply with federal, state, and local statutes and regulations related to solid waste.

The staff report prepared for the Planning Commission contained the following:

*The Project Initial Study evaluated the solid waste outputs and the project will comply with all solid waste laws. Two disposal outputs, non-hazardous ash and sludge will be taken to the Mariposa County Landfill or an appropriately permitted waste facility.*

Approximately 650 tons of ash will be produced at the site per year. Ash produced from forest residue does not contain the contaminants under 22 CCR 66261.30. Also, to be cautious, and to potentially qualify for the Cal Recycle “Biomass Diversion Credit” at the local landfill, regular monitoring of ash will be required on a monthly basis to ensure that the ash does not contain hazardous material under state law, as defined under 22 CCR 66261.30. Note that this law requires self-regulation: it is up to the ash producer to regularly test the ash to ensure its quality under 22 CCR 66260.200.

Existing regulations obligate the Project (and prospective waste disposal sites) to manage all materials in accordance with the law and permitted allowances. The Mariposa County Landfill is managed by the Public Works Department, Division of Solid Waste and Recycling. The enforcement is conducted by the Mariposa County Health Department, Environmental Health Division Local Enforcement Agent. In order to insure that the existing regulations regarding solid waste are met by the Project, a solid waste/material output plan is required for submittal and review by the County Environmental Health Division, Local Enforcement Agent and the Public Works Department County Solid Waste Manager prior to grading permit issuance.

The Planning Commission’s Finding 3 was that adequate provisions have been made for sewage disposal and handling of solid waste in order to approve the project. The finding was supported by the following:

*The Project Initial Study evaluated the solid waste outputs and the project will comply with all solid waste laws. Two disposal outputs, non-hazardous ash and sludge will be taken to the Mariposa County Landfill or an appropriately permitted waste facility.*
Conditions of approval require and that an adequate waste handling plan be in place to serve the project site prior to operation. Enforcement of State Law and County Health standards will insure that sewage disposal and solid waste disposal are adequately handled and will not generate a health hazard.

The Planning Commission required all Completed Unified Program Consolidated Forms and Materials Release Response Plan (Business Plan) be submitted to the County Environmental Health department for review and approval prior to the issuance of a Certificate of Occupancy for the project.

The Mariposa County Public Works Department, the agency which manages the Mariposa County Landfill, reviewed and provided input on this project. The Planning Commission’s Condition No. 23 insures appropriate handling of the solid waste with oversight by both the Environmental Health Division of the Health Department and Public Works Department oversight.

A project solid waste/material output plan is required for submittal and review by the County Environmental Health Division-Local Enforcement Agent and the Public Works Department-Public Works Director prior to grading permit issuance and a final plan approval must occur prior to Certificate of Occupancy for the project.

**Appeal Topic 5. Fuel Supply**

**Appellant Statement:**

The appellant states that the facility will use approximately 12,000 "bone dry" tons of harvested forest biomass. The appellant is concerned regarding the availability of this fuel supply. They are concerned about the cost of and location for wood chipping. They are concerned about the transportation costs for the chips.

**Staff Response:**

The Planning Commission considered a “Woody Biomass Feedstock Assessment” as part of their review of the project. This document contains information regarding feedstock availability, feedstock cost, and feedstock procurement analyses. It provides information showing a feedstock sourcing area within a 50-mile radius from Mariposa. The Planning Commission considered Mariposa Tree Mortality Maps and Data, containing extensive mapping and information regarding hazard zones in Mariposa County. The Woody Biomass Feedstock Assessment

The conclusion of the analysis on page 33 states:

“This feedstock availability analysis confirms the long-term sustainable availability of sufficient volumes of forest, urban, and agricultural feedstocks to support a 2 MW bioenergy project at Mariposa.”

The feedstock cost analysis contained in the Woody Biomass Feedstock Assessment includes a discussion on the costs to collect, process and transport biomass feedstocks, and the feedstock procurement section contains a discussion on feedstock procurement
contracting. The procurement contracting discussion lists the tasks that will take 12 to 18 months to implement.

**Appeal Topic 6. Noise**

**Appellant Statement:**
The appellant states noise levels at external boundaries will not exceed 70dBA. With 25 homes in the Mykleoaks subdivision it is not acceptable to be subject to noise on a 24 hour, 7 day all hours noise condition. The Power Plant will disrupt the accepted and appreciated serenity we property owners bought into. It cannot be mitigated.

**Staff Response:**
The PDZ contains specific standards to address potential noise impacts from uses occurring within the Park. The following was considered by Planning Commission:

The project Initial Study evaluated noise impacts of the project that included all aspects of the operation, the existing site noise conditions and both the policy and regulatory requirements applicable to the project by the General Plan, and PDZ 87-1 standards.

The PDZ 87-1 Noise Standards are prescriptive and the project must comply with the standards as follows:

“VII. Activity Standards..., A. Noise. Within the Mariposa Industrial Park the following regulations, regarding the production or generation of sound shall apply:
1. Noise Levels at any interior property line shall not exceed 70dBA level.
2. Noise Levels at the boundary of State Highway 49 North shall not exceed 55dBA.
3. Noise levels at all other external boundaries of the Mariposa Industrial Park shall not exceed the 70 dBA level.”

The Noise Study included in the Initial Study evaluated noise at the nearest residential receptors and also at the property lines of the project site. The results of those calculations indicate that the average noise levels generated by the project would not exceed 63 dB Leq at the nearest property line. This level is in compliance with the Mariposa Industrial Park standard of 70 dBA at the project site property line.

The noise generation of the proposed project is predicted to be satisfactory relative to both the noise standards of the Mariposa Industrial Park PDZ 87-1 and CEQA guidelines during both daytime and nighttime conditions, for both onsite operations and off-site traffic. As a result, no adverse noise impacts are identified for this project, and no noise mitigation measures would be warranted at this time.

However, the Noise Study recommends that follow-up noise testing be conducted upon commencement of normal site operations to verify the reference sound level data provided by the project applicant and to incorporate any additional noise control measures which may be determined to be warranted as a result of that testing. The
Project applicant will follow up with noise testing to be conducted upon commencement of normal site operations to verify the reference sound level data and to incorporate any additional noise control measures which may be determined to be warranted as a result of that testing.

Application of the mitigation on the project insures that identified noise impacts from the project are mitigated to less than significant levels as follows:

Mitigation Measure 12d.1: Within the facility start up and operational testing period and prior to building permit certificate of occupancy, a noise monitoring report shall be submitted to the Planning Director for review and verification that project operating noise levels do not exceed the allowances pursuant to PDZ 87-1. If the monitoring report finds that the noise thresholds are in exceedance of PDZ 87-1 allowances, then the report shall provide recommendations for appropriate noise reduction measures that reduce noise levels to meet the PDZ 87-1 standards and those recommendations shall be incorporated into the project. A certificate of occupancy shall not be issued until the noise monitoring concludes. The report shall be prepared by an appropriately licensed professional.

**Appeal Topic 7. Significant Environmental Impacts**

**Appellant Statement:**
The appellant addresses the finding that the Project is feasible and with implementation of the proposed conditions and mitigation measure will not negatively impact the environment.

The appellant is concerned about conglomerate significant impacts resulting from fuel gathering, chipping, drying, transporting, gas engines, diesel use, etc.

**Staff Response:**
The appellant does not provide specific data or information to challenge the efficacy of the adopted conditions and mitigation measures relative to minimizing impacts.

All agencies with purview over the construction and operation of the facility were provided the opportunity to review and comment on the project.

The Planning Commission considered detailed reviews of the project relative to environmental topics, prepared by appropriately qualified professionals.

The Planning Commission completed requirements established pursuant to the California Environmental Quality Act. Determinations regarding the significance of potential impacts of a project are a key aspect of environmental review.

Regarding the transport distance from forest to the site, staff notes the following statement in the Initial Study:

*It should also be noted that the proposed Project would divert trucks from elsewhere on CA-49 and reduce their distance traveled. Currently, trucks hauling chips and other woody biomass from forest thinning operations must travel to Fresno, Sonora, or farther*
in order to access a willing recipient for the biomass. For trucks hauling chips from Sierra National Forest via CA-140 or CA-49, this is a reduction of 75 miles or more each way. This project could therefore result in downstream benefits at higher-volume segments and intersections along CA-49.

**Appeal Topic 8. Air Quality**

**Appellant Statement:**
The appellant is concerned that the project will be the first “Stationary Source” in Mariposa County, requiring constant monitoring by Air Pollution Control. The appellant is concerned that the project may result in the need to hire another County employee. The appellant is concerned about the increase of truck exhaust on Highways 49N and 49S and Highway 140 through town.

**Staff Response:**
An air quality study was prepared for the project. The issue of emissions from stationary sources was discussed. The Mariposa County Air Pollution Control District reviewed and commented on the project and study. The conclusion was that the project’s impact on the issue of air quality, including from mobile and temporary sources, would be less than significant.

The Planning Commission’s conditions will insure all Mariposa County Health Department and Mariposa County Air Pollution Control District requirements are met by the project including odor controls.

**Appeal Topic 9. Traffic**

**Appellant Statement:**
The appellant states that the review addresses the project’s circulation effects in the project site area, but not countywide.

**Staff Response:**
The Planning Commission considered a traffic study, prepared by TJKM (an appropriately qualified professional consulting firm), that was prepared utilizing all accepted and required protocols.

**Appeal Topic 10. Effect on Fire Services**

**Appellant Statement:**
The appellant states that the project may impact Mariposa County Fire, by requiring regular maintenance of its containment vessels and compliance with OSHA requirements. The appellant is concerned that the Fire Department does not have a trained team on stand-by or specialized equipment for this task. The nearest known responders are at Jamestown.

**Staff Response:**
The Mariposa County Fire Department and CAL FIRE provided comments on the project. This appeal issue was not raised by these agencies.
The Planning Commission considered the project review of impacts on fire protection services, which resulted in mitigation. The mitigation is related to conditions of project construction, not ongoing operations:

Mitigation Measure 14.a.1: Prior to grading or building permit issuance the Project plans shall include all details necessary to meet County Fire Department and CALFIRE requirements as applicable for fire protection including access, storage tank, hydrant location and a fire flow to meet applicable code requirements. Approval verification letters by County Fire and CALFIRE to Planning Director shall be required prior to grading and or building permit issuance.

Appeal Topic 11. Statements of Opinion

Appellant Statement:
The appellant provides statements of opinion that do not specifically address an action taken by the Planning Commission in its approval of the CUP, or are not within the Commission’s purview. The following briefly summarizes these statements.

- A biomass Power Plant is not needed nor is it a benefit to Mariposa County or to its residents; Mariposa County has no shortage of electricity; the requirements that PG&E buy Biomasses product of electricity could increase our energy bills as Biomass electricity is the most expensive on the market; A newspaper article stated the most costly form of energy was Biomass Energy.
- There is no need for a Power Plant in Mariposa.
- All information provided regarding the Plant and its intended performance is in fact hypothetical as there is no plant in operation in the world. Mariposa will not benefit from and does not need a Power Plant.
- Mariposa County Resource Conservation District reached out to Cortus Energy of Sweden in an attempt to meet the requirements of new technology as set forth by California Energy to qualify for an EPIC grant. Using Cortus Energy is hypothetical as they have no proven technology in place anywhere in the world to prove all their theories on paper are in fact better than or even equal to other Biomass facilities.
- Much was left unanswered and unaccounted for at the meeting held by the Mariposa County Planning Commission.
- This particular Power Plant is being pursued by use of Grant Money ($5,000,000) from the State of California for an “experimental” Power Plant. Mariposa County currently has an abundant supply of power sourced by cleaner, renewable supplies. Wood burning power plants are the dirtiest of power producers.
- The subject of biochar was not absolutely addressed at the Planning Commission hearing. The Plant is experimental and has no way to properly test the biochar produced in this experimental Power Plant (from a company that has never built a power plant), and or, the feed stock (pine trees) by location. All information provided at the meeting was speculation. Cortus Energy has never built a Power Plant!
- Cortus Energy is a Swedish Owned Company. Mariposa Resource Conservation District is a handful of Mariposa County residents taking advantage of California grant money ($5,000,000). They have nothing to lose, much financially to gain, and do not live near this site. There are no guarantees that this Power Plant would meet the claimed expectations, if granted.
Should it only meet the lowest of standards, Mariposa County would still be stuck with “a turd in the punch bowl.”

Staff Response:
These comments are noted.

Appeal Topic 12. Technical Information

Appellant Statement:
The appellant provides calculations related to the biochar and OSHA’s Material Safety Data Sheet.

Staff Response:
This information is noted.

Conclusion and Recommendation

Alternative Actions

The Board of Supervisors may:
1. Deny the appeal and uphold the Planning Commission approval of Conditional Use Permit (CUP) No. 2017-117

2. Continue the hearing to a date and time certain and request additional information; or

3. Uphold the appeal and deny the approval. This action would mean an entirely new application and CEQA review would have to occur prior to any industrial development of the site.

If the Board of Supervisors upholds the appeal, there should be discussion to support findings for denial; staff will return at a continued public hearing with an amended resolution with findings based upon the Board’s discussion.

Recommendation

Staff recommends that the Board of Supervisors adopt a resolution:

3) Denying Appeal No. 2018-051 based on findings; and

4) Upholding the Planning Commissions approval of Conditional Use Permit (CUP) No. 2017-117 Mariposa Biomass Project with findings, conditions and mitigation measures

Recommended findings are included in the draft Resolution.

Effect of Recommended Action

The effect of the recommended action to deny the appeal and uphold the Planning Commission action is that:
Conditional Use Permit (CUP) No. 2017-117 Mariposa Biomass Project may proceed and would have 36 months to activate the CUP. Activation would be the issuance of grading or building permit.

**Attachments:**

1. Vicinity Map
2. Appeal Submittals
4. Appeal Public Comments
5. Draft Board Resolution
STATEMENT of GROUNDS of APPEAL

My appeal is to reject and overturn the Mariposa County Planning Commissions approval of a Conditional Use Permit (CUP) to the Mariposa Biomass Project APP # 2017-117 on February 23, 2018, in the Mariposa Industrial Park, PDZ-NO 87-1.

I challenge and dispute the findings and conditions as stated in Mariposa Biomass Project Conditional Use Permit, CUP 2017-117., in that this Project is not compatible and does not meet the terms and conditions as provided in Mariposa Industrial Park, PDZ-87-1. State Law requires that all zoning decisions be consistent with the General Plan, Sec.2.603 of the Mariposa County General Plan defines consistency. Item 2, Mandatory findings, the proposed uses are not to be a substantial detriment to adjoining land use classifications and existing uses in the area due to the nature of the regulations applied to uses which may be established on the project site. These regulations are specifically designed to eliminate or minimize potential detriment effects, or significantly reduce them to the point that they are not substantial. Item 3 states: The proposed uses will not expected to create a nuisance, or be significantly detrimental to Health, Safety, Peace and Comfort of present residents or future residents of the area due to the general requirements of Mariposa County Code and the site specific regulations applied to this Planned Development (PD) Zoning District. Mariposa Industrial Park, page 3, Section 17.10.030 reference item B, “The uses proposed will not be a detriment to the present and proposed surrounding land uses, but will ENHANCE the desirability of the area and have a beneficial effect.”

Page 3, item 4. Due to development design and regulation standards of the proposed PD Zone, the proposed uses will not have more than a minimal deterrent effect on the property values in the area.

Item 5. The proposed uses are logical and desirable at the proposed site given the general character of EXISTING development in the overall County need to provide for the types of uses proposed on the site.

In reference to Mariposa County General Plan, Item 5, Land Use 5.1.04, There is the recognition that clustering commercial and service businesses provide a greater chance of success. Finding locations for light industrial enterprises is included in the volume. This definition states and defines the reason and purpose of the Mariposa Planned Development Park.

Finding 10 states the project is consistent with all uses and development standards of PDZ NO-87-1. A biomass POWER PLANT is not a consistent use.

The current occupancy of the PDZ Park verifies the intended uses. With only 2 lots available in this planned development it is incumbent of the County to interpret the uses with reference to the stated Plan.

General Plan Use 5.2 General Plan Implementation, Goal 5-1: Maintain the Rural character of Mariposa County.

It must be noted the Mariposa General Plan does not provide for Heavy Industrial Zoning. The General Plan reflects a shortage of zoning for light industrial ventures. There is a very limited number of parcels in Mariposa County available for Light Industrial use.
Therefore the integrity of the PDZ-NO 87-1 must be retained and adhered to. If the required findings were in place as required for this defined land use it would eliminate the construction of the Biomass Power Plant Project due to it’s true identity and purpose of producing electricity, which definitely defines it’s operation as a Power Plant. All noted resolutions of the Biomass Project verify the intent of the Project is to produce electricity. The fact that it uses wood as the fuel does not over-ride the end product is electricity. Also verifying it’s identity as a Power Plant is the fact it’s primary requirement is to be connected to a PG&E substation to sell the electricity. The fact it is stated all other by-products, ash and sludge will be disposed of at the County Landfill verifies the purpose of the Power Plant is to produce electricity. Again this activity does not qualify to the requirements identified in PDZ 87-1.

It is a fact Power Plants are not addressed or identified in the General Plan. It is probable that the lots in question in PDZ-87-1 would better serve the community with qualified businesses offering more or better employment and be compatible with current businesses.

A Biomass Power Plant is not needed nor is it a benefit to Mariposa County or to its residents. Mariposa County has no shortage of electricity. Mariposa’s Merced River produces abundant hydro-electric power and solar panels are in place throughout the County, generating the cleanest form of energy. The requirements that PG&E buy Biomasses product of electricity could increase our energy bills as Biomass electricity is the most expensive on the market. An article regarding Biomass Plants appeared in the Fresno Bee in 2017 stating the least costly energy for PG&E was natural gas, the second was wind, water & solar. Most expensive was Biomass Energy.

The Mariposa Industrial Park PDZ -NO 87-1’s definition of uses is explicit in that businesses allowed in this zone identifies manufacturing as the process of making wares. A Biomass Plant does not make wares. It burns wood or other fuels to generate electricity. There is no need for a Power Plant in Mariposa.

In reference to the Hydrology report submitted. It is inadequate in that it is limited in only addressing the capacity of the well supplying water to the Biomass Plant. The fact this entire area is dependent on ground water demands an extensive study on water use. It is stated the Plant will consume 1.2 gals. Per minute, 24-7, could have a significant impact on the close proximity of at least 25 wells in the Mykleoaks sub-division. In addition to the shared well in the Bardini section that also provides water to the Landfill and adjoining businesses. These wells are supplied by water from surrounding underground fractures as is the well tested. Only sophisticated testing could provide an estimate of water supply with uncertainty in drought years. What recourse is offered if our wells dry-up?

It is stated this Biomass Plant will store excessive amounts of Hazardous Materials on site, 20 tons of Propane, 20 tons of Nitrogen, 1000 gals of diesel and 1,042 gals of lube oil. This requirement creates a volatile condition. Noise levels at external boundaries will not exceed 70dBA. With 25 homes in the Mykleoaks subdivision it is not acceptable to be subject to noise on a 24 hour, 7 day all hours noise condition. This Power Plant will disrupt the accepted and appreciated serenity we property owners bought into. It cannot be mitigated.
Solid waste to the County Landfill of 650 tons of ash and sludge a year will definitely command the closure of the Landfill by the County sooner than anticipated. Where is the ash and sludge to be dumped after the dump closure? Excessive ash in one area over time becomes toxic to the soil. Over one ton of ash daily is a tremendous amount by volume. The dumping process releases a considerable amount of toxic dust in the air. Will the County be responsible to accept these daily disposals?

Finding no. 7, That the proposed use is consistent with the policies and standards of the General Plan and any specific plan.

The project is not consistent with PDZ-NO-87-1 and should not be granted a conditional use permit to build a Power Plant on the lots in questioning the Mariposa Industrial Park. Selecting excerpts from the PDZ-NO-87-1 uses is incomplete and not acceptable to the true identification of the Biomass Power Plants intent to produce electricity, therefore eliminating a Power Plant with the necessity of hook-up to a PG&E substation as qualified to build and operate in this PDZ-NO-87-1 Park. Using wood as a fuel does not qualify the need of a manufacturing nature. The need of the PG&E hook-up eliminates the Biomass Power Plants qualifications and site specific requirements as stated in PDZ-NO-87-1.

Findings state the Project is feasible and with implementation of the proposed conditions and mitigation measure will not negatively impact the environment. The conglomerate results from fuel gathering, chipping, drying, transporting, gas engines, diesel use etc. will be significant. The average transport distance alone from forest to site, average at least 20 miles.

Approving the project application with the recommended findings and conditions. No reference is given as to the possible requirements that this Power Plant will be the first “Stationary Source” in Mariposa County, requiring constant monitoring by Air Pollution Control, and possibly incur the need to hire another County employee to monitor the facility!

The project, in general addresses the circulation and effects in proximity to the projected area of development. It does not include the negative results affecting Mariposa County in general.

It is stated the facility will use approximately 12,000 “bone-dry” tons of harvested forest biomass. No assurances or facts have been given regarding fuel supply. What and where is the “High Hazard Zone”? No definition of this area size or location is provided including permits to harvest or amount of material expected from the area. Wood chipping is an expensive operation. No information is given as to location of the chipping operation or pending contracts. No process or explanation has been provided regarding “Bone-dry Chips”. Where or what is this process and what disposal is in place for liquid from this process? No information provided on the accessibility or location of the propose 20 year contracts need of forest materials. No reports have been provided on costs of transportation from chipping or collection area to the Plant. No reference to the considerable increase of truck exhaust on Hwys 49N&49S and Hwy 140 through town. In conclusion, I challenge the findings and conditions stated in granting the Conditional Use Permit (CUP).

The Mariposa Biomass Project is in fact a Biomass Power Plant. All information
provided regarding the Plant and it's intended performance is in fact hypothetical as there is no plant in operation in the world. Mariposa’s General Plan does not define the use or need of a Power Plant. Mariposa’s General Plan does not provide for Heavy Industrial Zoning. Mariposa County will not benefit from and does not need a Power Plant.

Mariposa County Resource Conservation District apparently reached out to Cortus Energy of Sweden in an attempt to meet the requirements of new technology as set forth by California Energy to qualify for an EPIC Grant. Using Cortus Energy is again hypothetical as they have no proven technology in place anywhere in the World to prove all their theories on paper are in fact better than or even equal to other Biomass facilities.

In conclusion I repeat my request that Conditional Use Permit number 2017-117 granted to Mariposa Biomass Project on February 23, 2018 be rejected, overturned and declared invalid due to lack of qualifications to locate in the Mariposa Industrial Park PDZ-NO-87-1.

Ruth Sellers
5661 Lillian Lane
Mariposa, Ca. 95338

(209) 742-6727
Sarah,

My son did research on the Biomass and if possible would like this info attached to my appeal. Steve worked for the state and is certified to teach on OSHA requirements.

We feel it is important the County is aware of the requirements they may incur if this plant is approved.

Thanks.

RECEIVED
MAR 19 2018
Meriposa County Planning Dept.

Ruth S.
Impact to Mariposa County of purposed Biomass Power Plant

(Mariposa County Resource Conservation District (MCRCD), Cortus Energy).

After attending the meeting held by the Mariposa County Planning Commission on February 23, 2018, much was left unanswered and unaccounted for.

Why would Mariposa County want this Biomass Power Plant? The Power Plant offers no financial gain, heath risk, impact on land fill capacity, and additional depletion of ground water with possible contamination to that source, and negative impact to the maintenance and operations of Mariposa County.

The Power Plant would consume a large portion of limited space allocated within the Mariposa Industrial Park. Additionally, allocated and zoned for Light Industrial use. Clearly not zoned for a Power Plant.

This particular Power Plant is being pursued by use of Grant Money ($5,000,000.) from the State of California for an “experimental” Power Plant. Mariposa County currently has an abundant supply of power sourced by cleaner, renewable supplies. Wood burning power plants are the dirtiest of power producers.

Why would Mariposa County want 1,300,000 pounds (650 tons) of powdered ash byproduct (biochar) per year put into the limited capacity of the Mariposa County Dump? Life expectation of the experimental Power Plant is 20-30 years leaving a potential waste product of 39,000,000 pounds (Yes, 39 MILLION POUNDS of bioash that does not biodegrade for 1,000’s of years !!) This does not account for the additional gallons of sludge of unknown composition. Why volunteer this to the Mariposa County Landfill (Dump)??

To put this in visual reference, it is an area the size of a football playing field, boxed-in, covered over 5 1/2 feet high in ash powder. This is a yearly output! The expected life of this Power Plant is 20-30 years! That grows this reference area to 162 feet in height. Football field covered with 162 feet of biochar!

After examining the OSHA`s, Material Safety Data Sheet for Biochar, provided by the U.S. Department of Labor, it states under section IV- Fire and Explosion Hazard Data. “Fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard”.
Section V- Reactivity Data, Strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc. May result in rapid combustion. Avoid contact with strong acids. Section VI-Health Hazard Data, Prolonged inhalation of excessive dust may produce pulmonary disorders. Redness, irritation. Section VII- Precautions for Safe Handling and Use. If dust is airborne remove sources of ignition, ventilate area, wear appropriate personal protective equipment including long pants and sleeves, eye protection (goggles or glasses with side curtains) and respirator (P100 type). Reduce airborne dust with water. Use non-sparking tools and equipment. Spent product may absorb other products in the environment.

OSHA section 1910.134 c, Respiratory Protection Program

This program will be required and is mandatory for all employees at the Mariposa County Landfill (Dump). This program is required for all types of respirators including the P100 and N95. To conform to the program a fit testing and medical evaluation is required as well as ongoing annual training. Cost to the county is approximately $800.00- $1500.00 per employee and requires clean shaving personnel for mask fitting. The ongoing cost to the county is approximately $5.00 to $8.00 per P100 type respirator. Respirators are disposable. It is unclear how the biochar is to be transported or handled. The impact of this material will affect daily operations and procedures. Its effect on public health should strongly be considered for both long and short-term contact. The material does not biodegrade for 1,000’s of years. Additionally, the biochar is abrasive and will have an undesirable detrimental effect on all machinery and equipment used at the dump site.

Biochar has not been adequately addressed in its long term affect on ground water contamination. Burning pine wood has unique problems that have not been positively mediated. Pine is a soft wood that absorbs heavy metal in its growth process, variously compounded by growth location, and produces dioxin (known to cause cancer and developmental issues in children) when burnt. It is a product that the Environmental Protection Agency had to reassess in 1988.

During the meeting with the Mariposa County Planning Commission, held February 23, 2018, the subject of biochar contaminates was not absolutely addressed. The Biomass Power Plant is experimental and has no way to properly test the biochar produced in this experimental Power Plant (from a company that
has never built a power plant), and or, the feed stock (pine trees) by location. All information provided at the meeting was speculation. Cortus Energy has **never built a Power Plant!!** Biochar testing, as presented, accounts for small portions of material spread over large areas. Contaminates present in samples are not considered a concern under those conditions. **Our conditions are entirely different!** Storage of 1,300,000 pounds per year of this material in the small area within the Mariposa County Landfill (Dump) creates an entirely different issue. The concentration of this material which **does not decompose for over 1,000 years** will leach contaminates into the water table. The water table and the rock stratus have not been seismically surveyed (mapped) to evaluate the potential impact to the current or surrounding water wells. It is unacceptable that so much could be jeopardized for an experimental Power Plant! **THAT WE DO NOT NEED!!**

**Biomass Power Plant Operations** bring other issues to be considered. As part of normal operations, the Biomass Power Plant will require regular maintenance on their containment vessels. This (OSHA) process requires a "Permitted Confined Space Entry". This process involves Fire Department notification and places the Fire Department in position as first responders. Currently it is unlikely the Fire Department has a trained team on stand-by or specialized equipment for this task. The nearest known responders are at Jamestown.

**Cortus Energy is a Swedish Owned Company.** Mariposa County Resource Conservation District (MCRCD) is a handful of Mariposa County residents taking advantage of California grant money ($5,000,000). They have nothing to lose, much financially to gain, and do not live near this site. There are no guarantees that this Power Plant would meet the claimed expectations, if granted. Should it only meet the lowest of standards Mariposa County would still be stuck with "a turd in the punch bowl". Should ground water contamination or depletion develop, Cortus Energy would pack-up and go home to Sweden, MCRCD would pass blame and leave a “Bond” impossible for the resources of individuals to collect from. Owners’ of property in the surrounding areas would have their property left unusable and worthless.
Calculations

650 tons per year of biochar will be produced based on information provided by Cortus and MCRCD.

650 tons @ 2,000 lbs. per ton = 1,300,000 lbs.

Weight of biochar is calculated by the type material and the temperature that it is incinerated at. Industry standard obtained from sites that buy and sell the product claim pine wood (chipped) and burnt at 1200 degrees weighs 5 lbs. per cubic foot when removed bone dry from incineration.

1,300,000 lbs. of biochar divided by 5 lbs. per cubic foot = 260,000 cubic feet

Football playing field is 300 ft (100 yards) long x 160 ft. wide. Length times width equals square footage @ 160 x 300 = 48,000 square feet.

If you cover 48,000 square feet at 1 foot depth of biochar it would equal 48,000 cubic feet. 1 cubic foot square @ 5 lbs. x 48,000 cubic feet equals = 240,000 lbs. per 1 foot depth covering a football field.

To calculate the height from 1,300,000 lbs. in annual biochar waste is by dividing 240,000 into 1,300,000. = 5.41666666 feet or about 5 ½ feet high.

Estimating production at 30 years (30 x 5.41666666) = 162 ½ feet tall pile
Material Safety Data Sheet
May be used to comply with
OSHA's Hazard Communication Standard,
29 CFR 1910.1200. This Standard must be
consulted for specific requirements.

<table>
<thead>
<tr>
<th>IDENTITY (As Used on Label and List)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Biochar</strong></td>
</tr>
<tr>
<td>Other may label as: Charcoal; Activated Carbon; Semi-Activated Carbon; Agrichar</td>
</tr>
</tbody>
</table>

### Section I

<table>
<thead>
<tr>
<th>Manufacturer's Name</th>
<th>Emergency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biochar Solutions, DBA Western Biochar</td>
<td>In an emergency call 911 – 303.279.9400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address (Number, Street, City, State, and ZIP Code)</th>
<th>Telephone Number for Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO BOX 160, Golden, CO, 80402</td>
<td>303.279.9400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Prepared</th>
<th>Signature of Preparer (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 15, 2011</td>
<td></td>
</tr>
</tbody>
</table>

### Section II - Hazard Ingredients/Identity Information

<table>
<thead>
<tr>
<th>Hazardous Components (Specific Chemical Identity; Common Name(s))</th>
<th>OSHA PEL</th>
<th>ACGIH TLV</th>
<th>Other Limits Recommended</th>
<th>% (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>wood chip based carbon [no paint or stain]</td>
<td></td>
<td></td>
<td></td>
<td>&gt;85%</td>
</tr>
<tr>
<td>Wood chip based [soluble and non-soluble] ash</td>
<td></td>
<td></td>
<td></td>
<td>&lt;15%</td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td></td>
<td></td>
<td>&lt;5%</td>
</tr>
</tbody>
</table>

### Section III - Physical/Chemical Characteristics

<table>
<thead>
<tr>
<th>Boiling Point</th>
<th>Sublimes 4827 C</th>
<th>Specific Gravity (H₂O = 1)</th>
<th>1.8 -2.1 note that bulk density differs and biochar will float for some hours prior to taking on water and sinking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vapor Pressure (mm Hg.)</td>
<td>1@ 3586 C</td>
<td>Melting Point</td>
<td>3500 C</td>
</tr>
<tr>
<td>Vapor Density (AIR = 1)</td>
<td>0.4</td>
<td>Evaporation Rate</td>
<td>No information</td>
</tr>
</tbody>
</table>
Section IV - Fire and Explosion Hazard Data

<table>
<thead>
<tr>
<th>Flash Point (Method Used)</th>
<th>Flammable Limits</th>
<th>LEL</th>
<th>UEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Temperature Found</td>
<td>No Data Found</td>
<td>No Data Found</td>
<td>No Data Found</td>
</tr>
</tbody>
</table>

**Extinguishing Media**
Water spray, dry chemical, alcohol foam, or carbon dioxide.

**Special Fire Fighting Procedures**

**Unusual Fire and Explosion Hazards**
Fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard. Minimum explosible concentration 0.140 g/l


Section V - Reactivity Data

<table>
<thead>
<tr>
<th>Stability</th>
<th>Unstable</th>
<th>Conditions to Avoid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Stable X</td>
<td>Strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc. may result in rapid combustion. Avoid contact with strong acids.</td>
</tr>
</tbody>
</table>

**Incompatibility (Materials to Avoid)**

**Hazardous Decomposition or Byproducts**
Fire will produce CO and CO2

**Hazardous Polymerization**
Will Not Occur X

**Conditions to Avoid**
Avoid high temperatures and O2 Also avoid listed conditions to avoid above
Section VI - Health Hazard Data

Route(s) of Entry: Inhalation - avoid inhalation by use of P100 respirator or P100 + VOC control
Skin, use of long sleeves, pants, close toed shoes, and eye protection is recommended
Ingestion, use reparatorv filters to not ingest, do not ingest.

Health Hazards (Acute and Chronic)

Prolonged inhalation of excessive dust may produce pulmonary disorders.

Low amounts of char contact should only produce mild irritation which can be corrected with rinsing with water.

Carcinogenicity: Not known
NTP - does not address activated carbon or biochar
IARC Monographs no monograph is available on activated carbon or biochar. Monographs are available on carbon black a product with more volatile product then is contained in biochar
OSHA Regulated
OSHA does not regulate activated carbon or biochar. OSHA does report that after activated carbon is used to adsorb vapors that carbon may pose a fire risk

Signs and Symptoms of Exposure

Redness, irritation
Medical Conditions
Generally Aggravated by Exposure

Emergency and First Aid Procedures

Remove person from contact, rinse with warm, use of soap and wash cloth will remove char from skin. Avoid contact with eyes and lungs with eye and respiratory protection if contacted rinse and/or flush with water

Section VII - Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled

If dust is airborne remove sources of ignition, ventilate area, wear appropriate personal protective equipment including long pants and sleeves, eye protection and respirator (P100 type). Reduce airborne dust with water. Use non sparking tools and equipment. Spent product may absorb other products in that environment.

Waste Disposal Method

Whatever cannot be saved for recovery or recycling should be managed in an appropriate and approved waste disposal facility. Processing, use or contamination of this product may
change the waste management options. State and local disposal regulations may differ from federal disposal regulations. Dispose of container and unused contents in accordance with federal, state and local requirements.

Precautions to Be taken in Handling and Storing

Avoid sending product airborne in a confined environment. Wet carbon can deplete oxygen from the air avoid confined or non-ventilated spaces.

Other Precautions

Section VIII - Control Measures

Respiratory Protection (Specify Type)
P100 Filters with or without VOC Control

<table>
<thead>
<tr>
<th>Ventilation YES</th>
<th>Local Exhaust</th>
<th>Special</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical (General)</td>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

A system of local and/or general exhaust is recommended to keep employee exposures below the Airborne Exposure Limits. Local exhaust ventilation is generally preferred because it can control the emissions of the contaminant at its source, preventing dispersion of it into the general work area.

<table>
<thead>
<tr>
<th>Protective Gloves YES</th>
<th>Eye Protection YES (goggle or side shield types)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Protective Clothing or Equipment long sleeves, pants, closed toed shoe</td>
<td></td>
</tr>
</tbody>
</table>

Work/Hygienic Practices

Section IX - Special Precautions

<table>
<thead>
<tr>
<th>Precautions to be taken in Handling and Storing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Precautions</td>
</tr>
</tbody>
</table>

Each MSDS must be reviewed for correctness and completeness every three years.
Reviewed by ___ Jonah G Levine _____ Reviewed by ____ May 16th 2011____

Revision date _____________________ Revision date _____________________
OPPONENTS OF THE MARIPOSA BIOMASS PROJECT
Conditional Use Permit No. 2017-117

We the undersigned are appealing the Planning Commission’s Decision of Feb. 23, 2018 to issue a CUP for construction of a Biomass Plant, with hypothetical findings, in the Mariposa Industrial Park, PDZ-87-1

1. Ruth Sellers 5661 Lillian Ln. 742-6727
   Mariposa
2. Carrie Hunt 5050 Mykleoaks Rd 966-3201
   Mariposa
3. William Hunt 5050 Mykleoaks Rd 966-3201
4. Corliss Meyer 5135 Saffella Ct 742-6533
5. J.A. Diehl 5060 Mykleoaks 625-8666
6. Robert Seg 5055 Mykleoaks Rd 966-6871
7. Laura Long 5055 Mykleoaks Rd 966-6871
8. Irmak Helink 561 Bear Trap Dr 966 8045
9. ———— 5621 Bear Trap Dr 966-8045
10. Amberly Sanfill 4790 Hirsch Rd 60707
11. Ann E. Van Mets 5656 Bear Trap
OPPONENTS OF THE MARIPOSA BIOMASS PROJECT
Conditional Use Permit No. 2017-117

We the undersigned are appealing the Planning Commission's
Decision of Feb. 23, 2018 to issue a CUP for construction of a Biomass
Plant, with hypothetical findings, in the Mariposa Industrial Park, PDZ-87-1

1. James E. Granville 4988 Gold Leaf Dr. 742-5568
2. Barbara J. Salvesen 4988 Gold Leaf Dr. 966-5568
3. Robert Stewart
4. Joseph Kim 5630 West Whitchell 792-6914
5. Allee Sarahe 742-7548
6. Kyle Morrison 209-742-4314
7. John Peter Jones 209-741-4541
8. Jocelyn E. Walters 209-966-5346
9. Amanda Miller 209-617-3078
10. Frank Carter 209-852-9381
11. Jimi Wurz 966-4831
12. M. Scoy 209 7+2 4443

13. T. Scoy ///

14. 

15. 

16. 

17. 

18. 

19. 

20. 

21. 

22. 

23. 

24. 
OPPONENTS OF THE MARIPOSA BIOMASS PROJECT
Conditional Use Permit No. 2017-117

We the undersigned are appealing the Planning Commission’s Decision of Feb. 23, 2018 to issue a CUP for construction of a Biomass Plant, with hypothetical findings, in the Mariposa Industrial Park, PDZ-87-1

1. Allen Baker 4772 Mark Lee Rd. Mariposa 742-6524
2. Joan Baker 4772 Mark Lee Rd. Mariposa 742-65
3. "A J" 4477 Hwy 49 S Mariposa 742-454
5. Cassandra Clark 4711 S Hwy 41 Mariposa 347-088
6. "K" 5552 French Camp 341-7982
7. Linda Jacobs 4570 Yaguauck Rd. 966-2464
8. Myrna Westmoreland 4277 Hwy 49 N 2018 742-69
9. "R" 5277 Hwy 49 N 566-18 742-69
10. "T" 4590 Yaguauck Rd. 966-246
11. "J" 4591 Burney Dr. 966-2223
OPPONENTS OF THE MARIPOSA BIOMASS PROJECT
Conditional Use Permit No. 2017-117

We the undersigned are appealing the Planning Commission's
Decision of Feb. 23, 2018 to issue a CUP for construction of a Biomass
Plant, with hypothetical findings, in the Mariposa Industrial Park, PDZ-87-1

1. Su Cawney 4134 Allen Court, Mariposa CA 95338
2. Todd Layton 4136 Allen Ct, Mariposa CA 95338
3. JEFF LISTON 5944 DANA AH RD, MARIPOSA, CA 95338
4. Jane Burdick 5036 Chamberlain Rd, Midpines, CA 95338
5. Judy Yerman 6623 Hwy 140, Midpines, CA 95334

6.

7.

8.

9.

10.

11.
STATE OF CALIFORNIA  
COUNTY OF MARIPosa  
PLANNING COMMISSION

Resolution  
No. 2018-006  
A resolution approving the Mariposa Biomass Project Conditional Use Permit (CUP) No. 2017-117 with findings, conditions and mitigation measures, approving the Subsequent Mitigated Negative Declaration as adequate and complete (SCH 2018011038). APNs 012-050-066 and 012-050-067, Mariposa Biomass Project-Jay Johnson, applicant.

WHEREAS, an application for a Conditional Use Permit was received on June 28, 2017, from the Mariposa Biomass Project, Jay Johnson, applicant, for a project located within the Mariposa Industrial Park at 5673 and 5686 Copper Leaf Drive, Mariposa, CA, Mariposa County, also known as Assessor Parcel Number's 012-050-066 and 012-050-067; and

WHEREAS, the application proposed a 2.4 MW Bioenergy Facility with support buildings, parking, access and a woodchip storage yard; and

WHEREAS the Planning Department circulated the applications among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, an Initial Study and Subsequent Mitigated Negative Declaration, State Clearinghouse Number (SCH) 2018011038 were prepared for the Mariposa Biomass Project Pursuant to the California Environmental Quality Act; and

WHEREAS, the Mariposa Biomass Project Notice of Intent to Adopt Subsequent Mitigated Negative Declaration was published January 23, 2018; and

WHEREAS, a Staff Report, Subsequent Mitigated Negative Declaration, public comments received, response to comments and revisions, findings, conditions and environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, PDZ 87-1, General Plan, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, a duly noticed Planning Commission public hearing for the project and Subsequent Mitigated Negative Declaration was scheduled and held on the 23rd day of February 2018; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered staff's recommendations, all of the information in the public record, including the Staff Report, Initial Study and Subsequent Mitigated Negative Declaration, project findings, mitigation measures, conditions of approval, testimony presented by the public concerning the application, and the comments of the applicant; and
NOW THEREFORE, BE IT RESOLVED THAT, the Planning Commission of the County of Mariposa does hereby approve the Mariposa Biomass Project, Conditional Use Permit (CUP) No. 2017-117 by:

- Approving the Subsequent Mitigated Negative Declaration as adequate and complete (SCH 2018011038);
- Approving the project application with the recommended findings and conditions.

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the Mariposa Biomass Project:

- CUP No. 2014-164 findings, included as Exhibit 1
- Conditions and mitigation measures, included as Exhibit 2

ON MOTION BY Commissioner McCamman, seconded by Commissioner Kennec, this resolution is duly passed and adopted this 23rd day of February 2018 by the following vote:

AYES:  Herman, Kennec, McCamman,

NOES:  Becker

EXCUSED:  Kehoe

ABSTAIN:

Mick Herman, Chair

Mariposa County Planning Commission

Attest:

Carol Suggs, Secretary

Mariposa County Planning Commission
EXHIBIT 1
CONDITIONAL USE PERMIT NO. 2017-117 FINDINGS

Project Findings for CUP 2017-117
(Findings pursuant to PDZ87-1 and Conditional Use Permit §17.112.040., Mariposa County Zoning Code)

CUP Finding 1: That adequate open space is provided.

Evidence: The project site is comprised of a 2.86 acre parcel (Parcel 4) and a 2.41 acre parcel (Parcel 3) totaling 5.27 acres. The project proposes less than 10,000 square feet of new structures resulting in approximately 4% of the lot area covered with the new structures. PDZ87-1 Lot Area Coverage maximum is 25% net lot area by buildings, sheds, barns or similar structures. The project lot coverage is far below the 25% lot area coverages allowed by PDZ 87-1 and therefore there is adequate open space being provided by the project.

CUP Finding 2: That the site is physically suited for the proposed development;

Evidence: The proposed development is on two of a very limited number of parcels in the County zoned for industrial uses. The project parcels are located within the Mariposa Industrial Park that was approved by the County in 1987 as Planned Development Zone PDZ 87-1 where it was determined that the site was suitable for industrial uses provided the development standards of PDZ 87-1 are met. The Biomass project development meets applicable PDZ 87-1 Section III Improvement and Building Standards. The project proposes new structures that would result in lot coverage of 4% of the total land area (5.27 acres), being well below the PDZ 87-1 allowance of up to 25%.

Project Parcel 4 is a previously disturbed site that has a graded building pad and access driveway where the proposed Mariposa Biomass facility structures, buildings and employee parking are proposed. Parcel 3 is undeveloped and is proposed for wood chip storage, truck scale, turnaround and internal material transport road. The development has existing physical access that requires minimal improvements to support the use. The development proposes minimal grading and disturbance where over 20 % more land area could be used for structures as allowed by the PDZ 87-1 development standards.

CUP Finding 3: That adequate provisions have been made for sewage disposal and handling of solid waste

Evidence: The Project’s wastewater treatment needs were adequately analyzed in the
Project Initial Study including review by the Health Department. The current septic system on Parcel 4 has sufficient capacity for the expected 8-10 employees, and room for up to ten more users. There is also the additional septic easement that could be used in the future, that is being moved from Parcel 3 toParcel 4. The project implementation will have a less than significant impact on existing septic facilities.

The Project Initial Study evaluated the solid waste outputs and the project will comply with all solid waste laws. Two disposal outputs, non-hazardous ash and sludge will be taken to the Mariposa County Landfill or an appropriately permitted waste facility.

Conditions of approval require and that an adequate waste handling plan be in place to serve the project site prior to operation. Enforcement of State Law and County Health standards will insure that sewage disposal and solid waste disposal are adequately handled and will not generate a health hazard.

**CUP Finding 4:** The proposed development will have adequate potable water for public use and fire protection.

**Evidence:** The Project proposes to use an existing well (located offsite on Parcel 2) for water. The Initial Study evaluated the use of the water well to serve the water demand of the project that included pump test, draw down testing and potential impacts to offsite wells. The Initial Study found that there is sufficient water to serve the project demand for all facilities and operations.

Conditions of approval require verification from the Health Department and State for compliance with applicable State Drinking Water standards and Division of Drinking Water requirements for the water system permitting. Compliance with those requirements is sufficient to address any potential impacts to less than significant levels for the water supply.

In order to provide for fire protection onsite, the project includes a 110,000 gallon fire water storage tank located in the southwest corner of parcel 4. Hydrants will be located as required by the Fire Department prior to final inspection. Design plans shall be required and approved prior to building permit issuance.

**CUP Finding 5:** The project complies with all standard and special setback requirements and appropriate buffers have been provided for adjacent land uses.

**Evidence:** The project meets all applicable PDZ 87-1 Mariposa Industrial Park section III. Improvement and Building Standards including lot coverage, height, landscaping, security lighting, fencing and screening lot access and setback requirements. The project proposes to retain existing trees and shrubs as is feasible. The Initial Study for the project evaluated visual impacts and noise impacts and through the application of conditions and mitigation found that the impacts at neighboring land uses to be less than significant. The Initial Study for the project layout maintains no build zones along
site water features. These special setbacks are required by project mitigation and conditions require adherence to these setbacks.

CUP Finding 6: That appropriate access is available or is proposed to the development.

Evidence: The project access is from State Highway 49, Gold Leaf Drive and Copper Leaf Drive. With application of required encroachment and roadway design improvements it can be found that the project will have adequate capacity for the additional traffic generated by the Mariposa Biomass Project. The project Initial Study was circulated and reviewed. Access improvements will be required to meet all applicable design standards established by Public Works and CALTRANS.

CUP Finding 7: That the proposed use is consistent with the policies and standards of the General Plan and any applicable specific plan.

Evidence: The project parcels are within the PDZ 87-1 Mariposa Industrial Park with a General Plan Land Use classification of Natural Resources, Expanded Mariposa Town Plan Study area. The General Plan Land Use Element 5.3.05 Natural Resources States:

"The Board of Supervisors has determined that parcels within the Natural Resource Land Use Classification on the Land Use Diagram, the existing zoning assigned to that parcel, as of December 1, 2006, is consistent with the Natural Resources land use classification."

PDZ 87-1 Mariposa Industrial Park zoning applicable to the Project site was assigned to the Project Parcels prior to December 1, 2006. The PDZ 87-1 zone allows for processing uses and the Project is therefore consistent with the Planned Development Zone and the General Plan.

There are no specific plans applicable to the project site.

CUP Finding 8: That the project as approved will not have a significant effect on the environment, or the significant impacts have been eliminated or substantially lessened, or determined that the significant effects are unavoidable and acceptable due to overriding concerns.

Evidence: An Initial Study and a Subsequent Mitigated Negative Declaration were prepared for the Mariposa Biomass Project, pursuant to California Environmental Quality Act (CEQA, California Public Resources Code, Section 21000, et seq.).

Approval of a project with significant impacts requires that findings be made by the lead agency pursuant to the California Environmental Quality Act (CEQA, California Public Resources Code, Section 21000, et seq.).
Resources Code, Section 21000, et seq.), and State CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3) Sections 15043, 15091, and 15093. CEQA Guidelines Section 15092(b) requires a finding that the significant impacts of a project are either: (1) mitigated to a less-than-significant level or (2) that the public benefits of a project outweigh the significant impacts (requires a Statement of Overriding Consideration).

The Mariposa Biomass Project Initial Study concluded that all project impacts would be mitigable to less than significant; the project would not result in significant and unavoidable impacts. The project CEQA findings and mitigation and monitoring program are incorporated herein by reference.

**CUP Finding 9:** That the establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use, and will not be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the county

**Evidence:** This project proposes an industrial development directly adjacent to existing industrial uses. The Mariposa Industrial Park has been approved by the Board of Supervisors as an appropriate location for industrial activities and specific development standards have been incorporated into the Planned Development Zone to ensure that industrial activity is not detrimental to the neighborhood and County. Additionally, conditions of approval are recommended to ensure compliance with all standards of the PDZ. The Conditional Use Permit will establish written limits to the use and operation of the Mariposa Biomass Project. The Conditional Use Permit and project Initial Study will establish specific identified mitigation measures and conditions to address potential impacts the development may have on surrounding properties or properties in the community, including noise, light, traffic and outdoor activity (reducing impacts to a level of less than significant). Finally, this Conditional Use Permit will establish requirements for construction and ongoing operation of the Mariposa Biomass Project to insure no significant project impacts on persons residing or working in the neighborhood or in the community. There is a benefit to the health, safety, morals, comfort and general welfare of persons residing and working in the neighborhood to have established limits and mitigations such as will result from this project.

The Initial Study evaluated all potential environmental impacts of the proposed project and concluded that the project could occur with no significant environmental impacts based upon the implementation of adequate and feasible mitigation measures. These mitigation measures are incorporated into the project.

This Conditional Use Permit has been reviewed through a discretionary process, and there have been opportunities for public input on health, safety, morals, comfort and general welfare issues through the public process. All public input on these matters as well as input and recommendations from regulatory agencies with regulatory authority
over the project have been considered. The Planning Commission has considered the Initial Study for this project. Finally, the Planning Commission has considered the staff report, project findings, the recommended conditions, and the CEQA Findings of Fact and Mitigation Monitoring and Reporting program, establishing requirements to address:

- Protection of special status plant species
- Protection of special status animal species
- Protection of cultural resources
- Minimizing grading and grading impacts
- Protection of trees and vegetation
- Elimination of off-site noise impacts
- Elimination of off-site lighting impacts
- Limitation to hours and days of outside construction activities
- Implementation of air quality requirements, including odor controls
- Implementation of a noxious weed program
- Implementation of Fire and Hazard requirements and fire protection
- Implementation of Airport Overlay requirements
- Roadway and site maintenance
- Aesthetics

The Planning Commission finds that with mitigation and conditions, the continued maintenance and operation of the use as conditioned will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, comfort, or general welfare of the persons residing or working in the neighborhood of such proposed use, and will not be injurious or detrimental to property and improvements in the neighborhood or the general welfare of the county.

PDZ 87-1 FINDING 10: The project is consistent with all use and development standards of Planned Development Zone No. 87-1.

EVIDENCE: The project has been reviewed in accordance with all use and development standards established by Planned Development Zone No. 87-1.

The Biomass processing use fits into the following PDZ 87-1 uses as outlined in the following excerpts from PDZ 87-1 Mariposa Industrial Park Section:

"VI. Use Standards, A. Permitted Uses:

... 3. Processing uses- to include, but not limited, to bottling plants, creameries, wineries, laboratories, tire retreading, and cleaning, laundry and dying plants.

... 7. Agricultural Product Processing
...12. Other-manufacturing, processing, treatment, fabrication or assembly uses similar to those enumerated above."

The project proposes an agriculture (forest) materials processing use and is similar to the other uses listed above and therefore a permitted use under PDZ-87-1

PDZ 87-1 states:

"...buildings shall not exceed 45 feet for any structure within the Mariposa Industrial Park. This standard shall not apply to radio/communication towers, power transmission towers or similar utility structures. Maximum allowable height for these types of structures is seventy-five feet. In no case shall these standards allow the construction of a building, tower or utility structure which encroaches into the approach zone established by the Mariposa County Airport Zone."

The Project does not propose a building over 45 feet tall, although it does propose a 60 foot tall air exhaust stack (tower) that is a similar utility structure allowed by PDZ 87-1 height standards. The proposed 60 foot tall air exhaust stack does not exceed the 75 foot maximum height allowance for those types of utility structures.

The proposed air exhaust stack height of 60 feet does not penetrate the "imaginary conical surface" pursuant to the Airport Plans. The imaginary conical surface elevation directly above the proposed air exhaust stack location is 2532 feet. At the top of the proposed air exhaust stack of 60 feet, the elevation is 2454 feet. The top of the proposed air exhaust stack height is at an elevation of 2454 feet, being 78 feet below the imaginary conical surface elevation of 2532 feet and therefore in compliance with the Airport Plans and Airport Overlay District.

Additionally, the Project must also demonstrate Airport Plan compliance to the Public Works Director as a new facility within the Airport Overlay Zone. Project compliance with all Federal Aviation Administration (FAA) and State Division of Aeronautics requirements is required in addition to the Initial Study Analyses. Conditions of approval include requirements for verifications from the agencies and Public Works Department approval prior to grading and/or building permit issuance in order to determine that the Project plans meet all applicable Airport related requirements.

The project, upon compliance with all recommended mitigation and conditions of approval, is consistent with the applicable standards.
EXHIBIT 2

PROJECT CONDITIONS AND MITIGATION MEASURES

Conditional Use Permit No. 2017-117

General

1. The Use Permit is approved for development and operation of the Mariposa Biomass plans dated January 19, 2018 (Staff Report Attachment B- Project Plans) and the project description as follows:

- The construction of a 2.4 MW community based bioenergy facility and woodchip storage yard.
- The facility will include several new structures including a gasification plant, engine generator enclosure, fire water tank, ash storage bin, feed system, electrical equipment enclosure and control room (8,600 square feet of new structures).
- Feedstock storage is proposed to occur on Parcel 3, while the biomass facilities will be located on Parcel 4.
- Access is proposed from Highway 49 No. to Gold Leaf Road, onto Copper Leaf Drive and driveway encroachments on Copper Leaf Drive.
- Access for the delivery trucks will be a new driveway on Parcel 3 six days a week.
- Truck deliveries will be limited to 7am to 5pm, 6 days per week.
- Estimated to receive 3-4 chip trailer deliveries in addition to 8 to 10 small dump truck deliveries per day. The site is not proposed to be a public dump site. There will be no residential drop off of materials at the site.
- The facility will operate 24 hours a day, 7 days a week.
- 8 employees are proposed, although up to 10 employees may be required.
- Water for the project is proposed by a shared well that produced 20 gpm at time of installation. The project applicant states that the project's water use will be 1.5 gpm.
- 60 pounds per day of sludge will be generated by the facility which is proposed to be disposed of at the landfill.
- 1.2 tons per day of dry ash will be generated by the facility and is proposed to be disposed of at the landfill.

The facility will utilize approximately 12,000 bdt (bone dry tons) per year of sustainably harvested forest biomass in a gasification process to produce a syngas. The syngas will be used to fuel two gas engine generators to produce electricity. (Additional project details may also be found in the attached Initial Study).
After the effective date of the Planning Commission approval of Conditional Use Permit No. 2017-117, the Mariposa Biomass Project shall be constructed in substantial conformance with the approved site plan, building elevations and project description as approved by the Planning Commission. Minor changes in the site plan and increase in project square footages up to 10%, may be considered and approved by the Planning Director if a finding is made that the changes would not necessitate a change in the Project environmental determination. Any substantial modification of the site plan requires additional public review.

2. No changes to the approved site plan, exterior design, color, or materials of any structure or landscaping shall be permitted without review by and written approval of the Planning Director pursuant to applicable conditions for the project.

3. Any representations the public hearing by the applicant or agents speaking on the applicant's behalf shall be reduced to writing and added as conditions of project approval.

4. The conditional use permit (CUP) shall be activated by the issuance of the first building or grading permit within 36 months from the effective date of Planning Commission approval of the project. Should activation of the permit(s) be delayed by any moratorium or excessive delays by a permitting agency over which the County of Mariposa does not exercise control, or should a lawsuit involving the approval of the CUP or related entitlements be pending in a court of competent jurisdiction, the 36 month clock shall be tolled until such time the court action or other delay has concluded. However, if the remaining time is less than 120 days, the permit shall be valid for 120 days following the termination of the moratorium or other event triggering the tolling of the period. The tolling period shall be initiated upon written notice by the applicant to the Planning Department setting forth the facts and circumstances justifying the tolling, and shall be immediately effective unless a written notice of rejection is issued by the Planning Director within 14 days of receipt of applicant's notice.

5. The applicant may request of the Planning Commission one 18-month time extension of the CUP initial time frame (as identified in condition no. 4 above) between the effective date of the approval of the CUP and the start of construction (building permit or grading permit issuance). The application must be made at least 90 calendar days prior to the initial approval expiration date.

The Planning Commission may impose any conditions and/or requirements it finds necessary to guarantee compliance with the project approval findings.
Any tolling provisions provided for by conditions of approval for the use permit shall remain in full effect. Time extension request provisions of this condition do not change any approved applicable tolling provisions.

6. An updated project development schedule shall be submitted to the Planning Director prior to issuance of a grading and/or building permit for the project. The Project schedule shall at a minimum include:

- Outside agency permitting application estimated submittal timeline
- Projected overall construction schedule
- Estimated completion

7. No site disturbance activities shall commence without the issuance of a building or grading permit. Should there be no code requirement for such a permit, a letter authorizing site disturbance activities shall be issued by the Planning Director upon request and upon proof of relevant condition completion.

8. Prior to the issuance of any site disturbance, building or grading permits, the permit holder shall submit final site and construction plans. The final plans shall clearly be labeled to match the approved site plans except as necessary to comply with the project conditions or as allowed by 1. All physical construction for the project shall be in substantial conformance with the approved plans.

**Botanical/Wildlife**

9. Prior to the commencement of site disturbance activities of any kind, the Planning Director shall receive a detailed preconstruction survey clearly identifying areas which are proposed to be retained in natural vegetation (e.g. grasses, shrubs, trees and riparian vegetation). Accompanying the preconstruction survey shall be a construction management plan identifying how “non-disturbance areas” are to be physically protected during construction activities. Physical protection measures shall be in place prior to site disturbance.

10. Mitigation Measure 4.a.1.: A pre-construction survey based on CDFW protocols and survey periods for special-status species shall be performed by a qualified biologist to ensure that special-status species are not present. If any listed species are detected, construction shall be delayed, and the appropriate wildlife agency (CDFW and/or USFWS) shall be consulted and project impacts and mitigation reassessed and applied in conformance with biologist, CDFW and/or USFWS protocols. A verification letter from the CDFW that the survey was completed and protocols met shall be submitted to the Mariposa County Planning Department and approved by the Planning Director prior to grading or building permit issuance.
11. Mitigation Measure 4.c.1: A 10 foot setback shall be in place from the centerline of the onsite ephemeral drainage channel identified within the project Biological Study for protection during construction and operation: there will be no modification of stream banks or adjoining vegetation within the 10 foot setback either during construction or during operation. The construction site and grading plans prepared by a licensed engineer shall show the setback. Setback areas shall be flagged in the field and physically protected prior to and during construction activities.

12. Mitigation Measure 4.d.1.: If construction activities will occur during the nesting season (usually March to September), pre-construction surveys for the presence of special-status bird species or any nesting bird species should be conducted by a qualified biologist within 500 feet of proposed construction areas. If active nests are identified in these areas, CDFW should be consulted to develop measures to avoid “take” of active nests prior to the initiation of any construction activities. Avoidance measures may include establishment of a buffer zone using construction fencing or the postponement of vegetation removal until after the nesting season, or until after a qualified biologist has determined the young have fledged and are independent of the nest site.

13. Mitigation Measure 4.e.1.: There shall be no grading, leveling, soil compaction from the use of heavy equipment, or digging within the root zone of oaks identified in a pre-construction oak tree survey. During construction of onsite improvements, all such oaks located in the area of construction activity identified as not to be removed, shall have erected around the root zone—which is 1 ½ times the drip line of the oak tree crown or 15’ whichever is greater—environmentally sensitive area fencing. This fencing shall be installed, visible, and in good condition until all road construction, grading activities and other soil disturbance activities are completed. At the time of inspection of the completed improvements by the Building Department, Planning Director authorization for removal of the environmentally sensitive area fencing may be granted.

14. Prior to the commencement of construction activities, a tree removal and replacement plan for mature trees shall be prepared by a licensed landscape architect based upon accepted industry practice for approval by the Planning Director. The Plan shall incorporate appropriate measures to be taken to minimize the spread of non-native vegetation.

15. Conceptual landscaping plans are required prior to grading permit issuance and final landscape plans are required prior to building permit issuance; both of which require Planning Director approval. Landscaping plans shall provide vegetative screening of the site from streets, Hwy 49 and adjacent properties.
where possible as determined by the County. The applicant/operator shall plant a visual screen that effectively screens the visibility of the site improvements from streets, Hwy 49 and adjacent properties where possible in conformance with PDZ 87-1 standards. A planting plan shall be prepared by a landscape architect and be approved by the County; it shall use low water use trees and vegetation and shall identify the sizes of plantings. Plantings shall be irrigated and monitored for establishment for five (5) years, or as recommended by the landscape architect. If plantings die, they shall be replaced on a one-to-one ratio until established. Irrigation shall meet the 2015 Model Water Efficient Landscape Ordinance (CCR Title 23, Chapter 2.7), as certified by the project landscape architect.

16. Prior to the issuance of any building or grading permits, the permit holder shall submit to the Mariposa County Agricultural Commissioner copies of the construction management plan identifying how the permit holder will take steps to prevent the transport of noxious weeds to the site. Approval by the Agricultural Commissioner of such program shall be transmitted to the Planning Director.

Public Services

17. Prior to the issuance of any building or grading permits, the County Fire Chief and CALFIRE shall provide the Planning Director with a letter certifying that the design of the onsite accesses are of adequate width, grade, surfacing, and construction design to meet the requirements of the fire protection agencies.

18. The Project will construct a 110,000 gallon tank and achieve all fire flow requirements. Fire hydrants will be placed on the property as required by the local Fire agencies. The project will comply with state law relating to the storage of wood chips. All applicable CALFIRE FireSafe standards must be met and will be reviewed by County Fire and CALFIRE at the time of construction permit review and prior to Certificate of Occupancy.

19. Mitigation Measure 14.a.1: Prior to grading or building permit issuance the Project plans shall include all details necessary to show compliance with County Fire Department and CALFIRE requirements for fire protection including access, storage tank, hydrant location and fire flow. Approval letters by County Fire and CALFIRE to Planning Director shall be required prior to grading and or building permit issuance.

20. Prior to the issuance of any building or grading permits, the Planning Director shall receive a letter from the CALFIRE indicating the final project design meets the requirements for the Fire Protection State Responsibility Area Firesafe Requirements for driveway standards, gate standards, road standards, emergency water supply standards, fire hydrant standards, defensible space
21. Prior to the issuance of any grading permits, the permit holder shall submit restoration surety in a form satisfactory to the County Counsel. The amount of surety shall be equal to an engineer’s estimate of the cost of site preparation and grading, whichever is greater plus a 50% contingency. This amount of the surety is to be confirmed by the Department of Public Works and guaranteed by an appropriate agreement with the County. Upon completion of the grading final approval by the County, the required security shall be returned to the permit holder.

22. All Completed Unified Program Consolidated Forms and Materials Release Response Plan (Business Plan) shall be submitted to the County Environmental Health Department for review approval prior to the final Certificate of Occupancy of the project. (Ongoing compliance shall be required or conditional use permit revocation may occur). A Letter from the Health Department to the Planning Director Confirming that this condition has been met shall be required prior to Planning approval of the final Certificate of Occupancy for the project.

23. A project solid waste/material output plan is required for submittal and review by the County Environmental Health Division-Local Enforcement Agent and the Public Works Department- Public Works Director prior to grading permit issuance and a final plan approval must occur prior to Certificate of Occupancy for the project.

24. Based on its proximity to the Mariposa-Yosemite Airport, the project shall be designed in compliance with all applicable Federal Aviation Administration (FAA) and State Division of Aeronautics requirements. The applicant shall submit plans to the Public Works Department for review and approval pursuant to this condition. Written verification of approval by the Federal Aviation Administration (FAA) and State Division of Aeronautics shall be required and written confirmation that this condition has been met shall be submitted to the Planning Department by the Public Works Department prior to grading and/or building permit issuance.

Hydrology, Water and Wastewater

25. Mitigation Measure 18 e.1.: Prior to grading or building permit issuance, the relocation of the septic easement as shown on the grading plan and site plan must be completed and recorded to the satisfaction of the County Health Department- Environmental Health Division, County Surveyor and Planning Director.
26. The Project water well system shall meet all applicable local and state requirements including but not limited to State Division of Drinking Water requirements. The Planning Director shall receive verification from the County Health Department and State Water Resources Control Board, Division of Drinking Water that this condition has been met prior to the Certificate of Occupancy for the project.

27. The project shall install and maintain onsite pollutant control measures during project construction and operation as required ensuring NPDES compliance. The permit holder shall provide the Planning Director with a copy of its approved State Water Resources Control Board Construction Activity Storm Water Permit and any operational storm water permit for industrial activities prior to grading and/or building permit issuance.

28. The project shall install and maintain onsite runoff attenuation facilities with sufficient capacity to reduce 100-year project stormwater runoff rates to those currently generated by the project site. The project engineered grading plans shall include these facilities. County Engineer approval the plan is required prior to grading permit issuance.

*Air Quality/Greenhouse Gas Emissions*

29. Project shall be designed to meet all County Air Pollution Control District (APCD) requirements and the Air Pollution Control Officer shall approve the project plans and contract specifications prior to the issuance building or grading permits as applicable.

30. All facilities operations, collection and transmission facilities shall incorporate appropriate equipment and design so that odors cannot be detected and that dust control protocols are in place. The Environmental Health Division Director shall approve the project plans prior to the issuance of construction permits, occupancy or facility operation as deemed appropriate by the Environmental Health Division Director.

31. Mitigation Measure Air Quality 3 (e) 1: An operational management plan that includes 1) odor control activities and 2) methods for the project operations that demonstrate industry standard protocols for any nuisance odor and 3) best management practices shall be prepared by an appropriately licensed air quality professional and approved by the MCAPCO prior to building permit issuance.

32. The project must obtain an “Authority to Construct” permit prior to building permit issuance for the project from the Mariposa County Air Pollution Control District (MCAPCD). Mariposa County Air Pollution Control District (MCAPCD) verification
that this condition has been met shall be required prior to building permit issuance.

Traffic, Access and Circulation

33. Mitigation Measure 16.b.1.: Gold Leaf Drive approach improvements shall be improved to meet minimum road surface requirements for the intersection approach prior to Certificate of Occupancy for the project. CALTRANS and/or County Encroachment Permits shall be required as applicable prior to grading or building permit issuance.

34. Mitigation Measure 16.d.1.: Gold Leaf Drive shall be improved to meet CALTRANS radius requirements for the intersection approach prior to Certificate of Occupancy for the project. A CALTRANS Encroachment Permit shall be required prior to grading or building permit issuance. All encroachment improvements shall be completed prior to issuance of a Certificate of Occupancy for the facility.

35. The proposed Copper Leaf Drive driveway encroachments shall meet County standards. County Engineer approval of the encroachment design shall be required prior to grading permit issuance and improvements shall be approved prior to building permit final.

36. Proposed internal driveways, operational roads, truck turnaround and employee parking area shall be designed by the project engineer. Paving shall be required for dust and erosion control.

37. The Project access road from Copper Leaf Drive shall be completely on Parcel 4 unless an easement on the adjacent parcel (APN 012-050-068) for a portion of the access is obtained. IF easement is not obtained, all driveway improvements shall be on the Project Parcel 4 in the same general location as proposed, with increased width all encompassed on the project Parcel 4. Public Works Department, County Surveyor and/or County Engineer approval is required prior to grading permit issuance.

38. The County Engineer may require engineered improvement plans prepared by a Registered Civil Engineer for any improvements required as a condition of approval for this project. If engineered improvement plans are required, the plans shall be approved by the County Engineer prior to commencement of construction work on the required road improvements.

39. A parking plan that meets PDZ 87-1 Section V. On-site Parking Standards must be submitted to, and approved by, the County Planning Director prior to grading and/or building permit issuance.
Aesthetics

40. All on-site lighting fixtures shall be designed to be in compliance with the model lighting code developed by the International Dark Sky Association and shall be shown on the building permit plans and approved by the Planning Director prior to the installation of any fixtures. The Director may require plan review by a lighting specialist to ensure condition compliance. Applicant shall pay all costs associated with this review.

41. Plans shall be designed to be in compliance with PDZ 87-1 Section III Improvement Standards, Section IV. Signs and Advertising Displays, Section V. On-site Parking Standards, Section VII. Activity Standards, Section VIII. Design Standards. Elements including, but not limited to, architectural elevations, material types and paint colors shall be included. Planning Director approval of the plans is required prior to grading permit, building permit and/or occupancy, permit issuance determined by the Planning Director.

42. A site security and signage program shall be required. Elements shall maintain compliance with PDZ 87-1 Section IV. Signs and Advertising Displays standards including but not limited to fencing, signage. Program shall be approved by the Planning Director prior to grading or building permit issuance.

Cultural and Historical Resources

43. Mitigation Cultural Resources 5.d.1 A Native American monitor shall be on-site for the duration of ground disturbance. During road grading, soil testing and/or construction, or any activity that involves ground disturbance necessary to implement project conditions of approval, if any signs of prehistoric, historic, archaeological, paleontological resources are evident, all work activity within fifty feet of the find shall stop and the Mariposa County Planning Department shall be notified immediately. No work shall be done within fifty feet of the find until Planning has identified appropriate measures to protect the find and those measures have been implemented by the applicant. Protection measures for the site may include, but not be limited to, requiring the applicant to hire a qualified archaeologist who shall conduct necessary inspections and research, and who may supervise all further ground disturbance activities and make any such recommendations as necessary to ensure compliance with applicable regulations. In addition to the Planning Department, the Mariposa County Coroner and the Native American Heritage Commission shall be notified should human remains be discovered. If the remains are determined by the Native American Heritage Commission to be Native American, the NAHC guidelines shall be adhered to in treatment and disposition of the remains. Representatives of the Most Likely Descendant shall be requested to be on-site during disturbance and/or removal of human remains.
Noise

44. Mitigation Measure 12d.1: Within the facility start up and operational testing period and prior to building permit certificate of occupancy, noise testing shall be conducted and a noise monitoring report shall be submitted to the Planning Director for review and verification that project operating noise levels do not exceed limits established by PDZ 87-1 Section VII. Activity Standards, A. Noise. If the monitoring report finds that the noise thresholds are in exceedance of PDZ 87-1 allowances, then the report shall provide recommendations for appropriate noise reduction measures that reduce noise levels to meet the PDZ 87-1 standards and those recommendations shall be incorporated into the project. A certificate of occupancy shall not be issued until the noise monitoring concludes that the noise is below the PDZ 87-1 limits. The report shall be prepared by an appropriately licensed or qualified professional.

Additional Conditions

45. The Property Owner (Owner) shall indemnify, protect, defend, and hold harmless the County, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the County, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, any approval of the County, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the County, concerning the project and the approvals granted herein. Actions concerning the project and approvals granted shall include, but not be limited to, the environmental determination made pursuant to the California Environmental Quality Act (CEQA). Furthermore, Owner shall indemnify, protect, defend, and hold harmless the County, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner’s project is subject to that other governmental entity’s approval and a condition of such approval is that the County indemnify and defend such governmental entity. County shall promptly notify the Owner of any claim, action, or proceeding. County will further cooperate in the defense of the action.

An agreement on a form approved by Mariposa County Counsel shall be executed within twenty (20) working days of the date of project action. Non-compliance with this condition may result in revocation of project approval by the county.

46. Prior to issuance of permits, all fees associated with the County’s processing of the map and filing of associated CEQA documents (applicable to the conditional
use permit) shall be paid. The Department of Fish and Wildlife CEQA filing fee ($2,280.75 as of January 1, 2018) and County Clerk fee ($50 as of January 1, 2018) shall be paid by the applicant within five (5) working days of the approval of the application (by Friday, March 2, 2018, because if the fee is not paid within 5 working days, and the Notice of Determination is not filed with the County Clerk prior to close of business on Friday, March 2, 2018 the environmental determination is not operative, vested, or final. (Section 21089(b) Public Resources Code).

The County Clerk requires that one check be submitted to cover both of these fees, for a total of $2330.75 (effective January 1, 2018), and that it be in the form of a cashier's check or money order payable to "Mariposa County," The County Clerk will not accept a personal check for these fees. Submit the check to Mariposa Planning who will file this fee and other required documents with the County Clerk.

NOTE: The filing fees are adjusted annually, effective January 1st of each year, pursuant to Fish and Game Code.

47. Proof of binding legal right for Public Utility Easement/s to accommodate the utility service connection from the Mariposa Biomass facility to PG&E facilities/infrastructure shall be required for submittal, review and approval by the County Surveyor prior to grading and/or building permit issuance.
TO: Steve Engfer, Mariposa County Planning Dept.  Date: June 23, 2018

Regarding the establishment of the proposed Biomass Facility, the residents of Mariposa and the Board of Supervisors should be aware of the potential problems and dangers associated with an operation to burn wood chips from the local "dead" forests in our area. The Board in its final approval of the plan must realize that many residents and tourists who want a clean town and environment would want to stop the project.

There are of many negative effects about the proposed plant and facts that have not been publicly revealed to our community. We are entitled to and should know these facts before the Board approves the biomass plant project.

- **The Biomass plant violates several of the bylaws**, established for the Mariposa Industrial Park (ordinance #696) by county officials in 1987: Heavy industry is not allowed. The proposed smoke stack is over the maximum height and is not allowed due to the air traffic approach patterns. Noise over 70 decibels is not allowed—the plant will generate 130 decibels 24/7. Storage of wood chips is a fire hazard and is not allowed. The noise, toxic emissions and traffic will create a nuisance. Any variance from the ordinance and Mariposa Industrial Park bylaws cannot be tolerated.

- **Carcinogens in our locality** The plant will produce 2900 tons of CO2 per year plus 600 tons of toxic air contaminants. **THIS IS A HEALTH HAZARD.** Anyone close to the plant and in prevailing wind patterns will be subject to cancer causing compounds on a 24/7 basis. **Surrounding Property values will plummet and be severely threatened.** Residents, shops and businesses will have to move or close down.

- **The Biomass plant will DEplete our water source** Over 60,000 gallons of water a month will be depleted from public and private subdivision wells and ground water, including the Landfill water source. No contingency has been addressed if the water source is depleted, damaged or contaminated.
• **Air Pollution** This toxic pollution plume will travel downwind to Mariposa and create a *health hazard to thousands of people* including our visitors. No contingency plan has been discussed and there is no insurance to cover sickness and disease caused by these toxins. Additionally, we must **reduce** CO2 emissions *not increase them*. (Biomass energy pollutes more than coal burning does and the BIOMASS facility monitoring by the EPA, will not begin until after it is in operation). This system is *untested* so the emissions, environmental and human effects as well as biohazard data are speculative.

• **Traffic/Congestion/Road Damage** The proposed 8-10 tandem semi-truckloads per day of woodchips plus disposal of ash will create traffic and air problems—trucks *both ways through town and State Highway 49 North*, a minimum of **20 trips a day**. Since no turn lane or traffic abatement is included in the plan, who will pay for road repairs, maintenance, etc.? Also, the HWY49N & Mariposa Industrial Park roads will be unsafe; they have no turn lanes, narrow turn areas and **probable damage to our underground-water system infrastructure will occur**. There is no contingency to repair or replace our systems from the damage or failure resulting from the Biomass truck traffic.

• **Removal & Disposal of Biomass Waste** The BIOMASS plan proposes that the 1200 pounds of ash generated **per day** can be sold to the cement plant. Did they check with Outback? In fact Outback has not been contacted regarding the Ash. They cannot use it. It will end up in the landfill. This ash must be watered to prevent wind dispersion, increasing pollution, water use and costs not addressed in the plan. The landfill will eventually have to truck the debris to the valley.

• **Energy** Electricity generated by the plant will be sold to PG & E, who is forced by California law, to purchase the 2.4 megawatts at a higher price. This will increase our electricity rates. The electrical, lines to transmit the power will emit dangerous EMF force fields nearby. The plans are not clear about the location, or who will be affected and who pays for the damages and surface permits. There are no contingencies for a remedy for the hazards these **will** create. P G & E is against the project.
• **Deforestation** Elimination of dead trees proposed can only service **20% of the forest**, 40% being on private lands. Harvesting can be done on lower slopes only; **80% of the standing trees will be left un-harvestable**. The trees should be left to nourish our forest naturally and support wildlife and reforestation, not to lay barren our beautiful mountains.

• **Business Model** Why would Mariposa citizens invest our taxpayer dollars and “private investments, and county money” into a project that is detrimental and has so many negative effects for the community? Follow the money trail and you will see that a few people may benefit from the deal, and any profits from the plant will go to Sweden. Persons involved on the sidelines may be able to make money off the plant but the County and public will receive no benefit and will be burdened by the costs and the pollution. Meanwhile, Citizens of Mariposa may have to decide to litigate due the consequences of poor planning and bad decision making.

Jim and Lee Ann Granville
June 28, 2018
RECEIVED
JUN 28 2018
Mariposa County Planning Dept

Steve Engfer

Ref: Mariposa Biomass
Project
Hearing - Tuesday July 10, 2018
2:00 P.M.

When we attended a Biomass Meeting several months ago, it was mentioned that being close to the dump would allow them to easily get rid of their waste.

A few years ago the Board of Supervisors had an article in our local newspaper that the dump will be reaching its capacity and a new dump location would be necessary.

If so, wouldn't it be logical to locate the Biomass
Project at the new dump location?
Please comment at the referred meeting.

Thank you,
Mykleoaks resident
Bob Jahl
HEAVY INDUSTRY like a biomass power plant facility is not proper in the current "light industrial" park location proposed, or in any Mariposa location. The nearby Mykeloaks subdivision folks, with their 25 water wells are NOT happy about it, nor are the light industries already established there. Furthermore, our General Plan does not provide for heavy industry, and definitely restricts it here, as does Ordinance #696 that set up the Industrial Park. The CUP that allowed it was very ill-advised, and did not properly address critical issues.

> WATER: Biomass energy generation takes large amounts of water, and wants to use an existing well. Will this well hold up to over 15,000+ more gallons per week? If the nearby
> Mykeloaks subdivision's 25 wells are negatively affected,
> is that just "too bad"? Shouldn't we all be concerned for
> already established businesses, and long-term residents nearby?
>
> AIR QUALITY: Biomass energy generation is at least as polluting as coal. There have been many complaints, especially when near a residential community. Is it
> worth endangering our air quality and nearby water wells? What is to prevent stored wood ash from being blown around in our high winds?
>
> NOISE AND ODOR POLLUTION: Biomass plants generate complaints from
> neighbors, causing legal problems when located close to residential areas,
> as in Mariposa. Is it worth disrespecting and ignoring the concerns of
> nearby businesses and property owners? Shouldn't we help protect our
> neighbors?
>
> LANDFILL: The Mariposa landfill is expected to close in only about five
> years. What would be done with the ash and sludge waste, to be
> trucked to the landfill, when it closes? Would biomass cause an earlier closure?
>
> TOURISTS AND TRUCKS: Diesel trucks traveling through town to the site and back out,
> would operate constantly, from 7 am to 5 pm, six days a week. Do we want
> large diesel trucks spewing out diesel exhaust on our Main Street, to threaten
> our valued tourists? How many would be impacted enough to never come
> back? Or need to wear masks, like we see in China?
>
> BIOMASS PLANTS had a hey day in the 1980's, but many have closed, or are
> now closing, all over California and the U.S., when government subsidies
expire. They aren't cost effective, PG&E is against it, and we don't need the small amount of power generated.

> A BOONDOGGLE? Would the Mariposa plant be economically viable and pay for itself? Or close and be an ugly eyesore? And why is Supervisor Smallcombe so determined to push this plant on Mariposa? It would definitely impact our good air quality, that is so precious to many here. Supervisor Smallcombe has been asked to recuse herself from the Hearing—but will she? Will/can County Counsel insist?

> The Mariposa Biomass Project Extract from the CEQA Review I just read
glosses over or ignores all the negatives. Please, Mariposa residents,
think carefully about this situation! Do we value our lovely little mountain town, and want it to stay as clean as possible, with clear, breathable air, or will we sit back and just "let it (biomass) happen"?

One nearby resident is so concerned, she filed an appeal. She's supported by all the small businesses at the Light Industrial Park, that is right next door to the biomass location, and many residents. Please come to the HEARING on July 10, 2 pm at the Govt. Center, and give her your support! Or come to support BIOMASS, if you wish. Come early or come late, but please COME!

Evie Wilson, 5641 Meadow Lane, Mariposa, 742-4261
Resolution
No. 2018-XXX

A Resolution Denying Appeal No. 2018-051 with Findings and Upholding the Planning Commission's Approval of the Mariposa Biomass Project Conditional Use Permit (CUP) No. 2017-117 with Findings, Conditions and Mitigation Measures. APNs 012-050-066 and 012-050-067.

WHEREAS, an application for a Conditional Use Permit was received on the 23rd day of June, 2017, for the Mariposa Biomass Project, Jay Johnson, applicant, for a project located within the Mariposa Industrial Park at 5673 and 5686 Copper Leaf Drive, Mariposa, CA, Mariposa County, also known as Assessor Parcel Numbers 012-050-066 and 012-050-067; and

WHEREAS, the application proposed a 2.4 MW Bioenergy Facility with support buildings, parking, access and a woodchip storage yard; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, an Initial Study and Subsequent Mitigated Negative Declaration, State Clearinghouse Number (SCH) 2018011038, were prepared for the Mariposa Biomass Project pursuant to the California Environmental Quality Act; and

WHEREAS, the Mariposa Biomass Project Notice of Intent to Adopt Subsequent Mitigated Negative Declaration was published on the 23rd day of January, 2018; and

WHEREAS, a Staff Report, Subsequent Mitigated Negative Declaration, public comments received, response to comments, findings, conditions and an environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, Planned Development Zone (PDZ) 87-1, Mariposa County General Plan, the California Environmental Quality Act, and local administrative procedures; and

WHEREAS, a duly noticed Planning Commission public hearing for the project and Subsequent Mitigated Negative Declaration was scheduled for the 23rd day of February, 2018; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered staff's recommendations, all of the information in the public record, including the Staff Report, Initial Study and Subsequent Mitigated Negative Declaration, project findings, mitigation measures, conditions of approval, testimony presented by the public concerning the application, and the comments of the applicant; and
WHEREAS, on the 23rd day of February, 2018, the Mariposa County Planning Commission adopted Resolution No. 2018-006 approving the Mariposa Biomass Project, Conditional Use Permit (CUP) No. 2017-117 by:

- Finding the Subsequent Mitigated Negative Declaration to be adequate and complete (SCH 2018011038);
- Approving the project application with findings, conditions and mitigation measures; and

WHEREAS, an appeal of the Planning Commission’s action approving Conditional Use Permit Application No. 2017-117 was submitted by Ruth Sellers, et. al on the 12th day of March, 2018 (Appeal No. 2018-051); and

WHEREAS, Appeal No. 2018-051 was deemed sufficient for processing on the 12th day of March, 2018; and

WHEREAS, on the 20th day of March, 2018, a supplement to the appeal was submitted by appellant Ruth Sellers on behalf of Steve Sellers; and

WHEREAS, the processing of Appeal No. 2018-051 was conducted pursuant to Mariposa County Resolution No. 10-92, entitled the Mariposa County Appeals Procedure; and

WHEREAS, a duly noticed Board of Supervisors public hearing on Appeal No. 2018-051 was scheduled for the 10th day of July, 2018; and

WHEREAS, a Staff Report packet was prepared for the Board of Supervisors’ public hearing pursuant to the California Government Code, Mariposa County Code, and local administrative procedures; and

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Notice of Appeal, the Supplement to the Notice of Appeal, the Staff Report, the testimony presented at the public hearing and correspondence submitted for the public hearing.

NOW, THEREFORE BE IT RESOLVED THAT, the Board of Supervisors does hereby adopt a resolution:

1) Denying Appeal No. 2018-051 based on findings; and
2) Upholding the Planning Commission’s approval of Conditional Use Permit (CUP) No. 2017-117 for the Mariposa Biomass Project with findings, conditions and mitigation measures.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors has exercised its independent judgment and has determined that the Planning Commission Resolution No. 2018-006 adopting a Mitigated Negative Declaration (SCH 2018011038) and approving Conditional Use Permit (CUP) 2017-117, with findings, conditions and mitigation
measures, documented and established sufficient objective justification for approval of CUP 2017-117.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors’ actions, interpretations and determinations are based on the following findings:

1. The Board of Supervisors reviewed the Planning Commission’s approval of Conditional Use Permit 2017-117 for the Mariposa Biomass Project and its finding that the proposed use is similar to and consistent with the policies and standards of PDZ 87-1, the General Plan and any applicable specific plan. The Board finds the Planning Commission’s action was appropriate as stated in Commission Resolution No. 2018-006:

The project parcels are within the PDZ 87-1 Mariposa Industrial Park with a General Plan Land Use classification of Natural Resources, Expanded Mariposa Town Plan Study area. The General Plan Land Use Element 5.3.05 Natural Resources states:

‘The Board of Supervisors has determined that parcels within the Natural Resource Land Use Classification on the Land Use Diagram, the existing zoning assigned to that parcel, as of December 1, 2006, is consistent with the Natural Resources land use classification.

PDZ 87-1 Mariposa Industrial Park zoning applicable to the Project site was assigned to the Project Parcels prior to December 1, 2006. The PDZ 87-1 zone allows for processing uses and the Project is therefore consistent with the Planned Development Zone and the General Plan.

There are no specific plans applicable to the project site.

and

The project has been reviewed in accordance with all use and development standards established by Planned Development Zone No. 87-1.

The Biomass processing use is consistent with the following PDZ 87-1 uses as outlined in the following excerpts from PDZ 87-1 Mariposa Industrial Park Section:

“VI. Use Standards, A. Permitted Uses:

... 3. Processing uses- to include, but not limited, to bottling plants, creameries, wineries, laboratories, tire retreading, and cleaning, laundry and dying plants.

... 7. Agricultural Product Processing
...12. Other manufacturing, processing, treatment, fabrication or assembly uses similar to those enumerated above.”

The project proposes an agriculture (forest) materials processing use and is similar to the other uses listed above and therefore a permitted use under PDZ-87-1.

2. The Board of Supervisors finds that the Planning Commission staff report for the project, the project Initial Study and project documents include a project description that indicates the project is an energy producing facility:

“The Biomass Project proposes to process woody biomass feedstock (woodchips) at the facility using Pyrolysis (thermal decomposition) creating syngas to be used for energy production...”

“...The construction of a 2.4 MW community based bioenergy facility and woodchip storage yard...”

“...The facility will utilize approximately 12,000 bdt (bone dry tons) per year of sustainably harvested forest biomass in a gasification process to produce a syngas. The syngas will be used to fuel two gas engine generators to produce electricity...”

3. The Board of Supervisors reviewed the Planning Commission’s approval and adopted Mitigated Negative Declaration that includes mitigation measures and conditions of approval relating to hydrology, water and wastewater for the project. The Initial Study included a hydrology study prepared by Kenneth D. Schmidt and Associates that determined impacts to ground water to be less than significant as is stated in the Hydrology and Water Quality section of the Initial Study. The Board of Supervisors finds the Planning Commission review and action to be appropriate based upon the objective documentation and evaluation prepared by an appropriately qualified professional.

4. The Board of Supervisors determines that the project requirement to obtain an “Authority to Construct” permit prior to building permit issuance from the Mariposa County Air Pollution Control District (MCAPCD) insuring all applicable MCAPCD requirements are met, is adequate to address potential air pollution impacts. There are existing requirements, permitting and inspection processes in place in the county.

5. The Board of Supervisors concludes that the Planning Commission’s Conditions 29-32 will insure all Mariposa County Health Department and Mariposa County Air Pollution Control District requirements are met by the project, including odor controls. The project Initial Study included an air quality study prepared for the project by TSS Consultants of Sacramento, CA. The conclusions of the study are summarized in the Air Quality section of the CEQA environmental checklist contained in the Initial Study. The Initial Study addresses air contaminant issues. The discussion on long term and cumulative impacts concludes with the statement: “In summary, the project has a less than significant impact related to air contaminates.”
6. The Board of Supervisors considered the Planning Commission’s requirements for the project to adhere to regulations governing hazardous materials. The conditions of approval require that all Completed Unified Program Consolidated Forms and Materials Release Response Plan (Business Plan) be submitted to the County Environmental Health Department for review and approval prior to the issuance of a Certificate of Occupancy for the project. These requirements will ensure the project operates in compliance with applicable hazardous materials regulations.

7. The Board of Supervisors reviewed Planning Commission Resolution No. 2018-006 CUP Finding 3, which found that adequate provisions have been made for sewage disposal and handling of solid waste. The Board finds this action to be appropriate and adequate:

_The Project Initial Study evaluated the solid waste outputs and the project will comply with all solid waste laws. Two disposal outputs, non-hazardous ash and sludge will be taken to the Mariposa County Landfill or an appropriately permitted waste facility._

_Conditions of approval require that an adequate waste handling plan be in place to serve the project site prior to operation. Enforcement of State Law and County Health standards will insure that sewage disposal and solid waste disposal are adequately handled and will not generate a health hazard._

The Mariposa County Public Works Department, the agency which manages the Mariposa County Landfill, was afforded the opportunity to review and provide input on this project. Condition No. 23 ensures appropriate handling of the solid waste that includes oversight by the Environmental Health Division of the Health Department and Public Works Department.

_A project solid waste/material output plan is required for submittal and review by the County Environmental Health Division-Local Enforcement Agent and the Public Works Department-Public Works Director prior to grading permit issuance and a final plan approval must occur prior to Certificate of Occupancy for the project._

8. The Board of Supervisors considers the Planning Commission action to be adequate as pertains to feedstock availability. The Initial Study Attachment G, Mariposa Tree Mortality Maps and Data; Attachment H, Mariposa Tree Removal Plan; and Attachment R, Woody Biomass Feedstock Assessment were considered by the Planning Commission in its review and approval of the conditional use permit. The conclusion of the Woody Biomass Feedstock Assessment analysis on page 33 states:

_“This feedstock availability analysis confirms the long-term sustainable availability of sufficient volumes of forest, urban, and agricultural feedstocks to support a 2MW bioenergy project at Mariposa.”_
9. The Board of Supervisors finds the Planning Commission actions as pertains to potential noise impacts to be based on objective data and quantifiable standards. Additionally, the conclusions require the involvement of a professional in the future to ensure compliance with existing standards for the Mariposa Industrial Park. The Initial Study evaluated noise impacts including all aspects of the operation, the existing site noise conditions and both the policy and regulatory requirements applicable to the project contained in the General Plan, and PDZ 87-1 standards. The PDZ 87-1 Noise Standards are prescriptive and the project must comply with the standards as follows:

The project Initial Study evaluated noise impacts of the project that included all aspects of the operation, the existing site noise conditions and both the policy and regulatory requirements applicable to the project by the General Plan, and PDZ 87-1 standards. The PDZ 87-1 Noise Standards are prescriptive and the project must comply with the standards as follows:

“VII. Activity Standards.... A. Noise. Within the Mariposa Industrial Park the following regulations, regarding the production or generation of sound shall apply:

1. Noise Levels at any interior property line shall not exceed 70dBA level.
2. Noise Levels at the boundary of State Highway 49 North shall not exceed 55dBA.
3. Noise levels at all other external boundaries of the Mariposa Industrial Park shall not exceed the 70 dBA level.”

The Noise Study included in the Initial Study evaluated noise at the nearest residential receptors and also at the property lines of the project site. The results of those calculations indicate that the average noise levels generated by the project would not exceed 63 dB Leq at the nearest property line. This level is in compliance with the Mariposa Industrial Park standard of 70 dBA at the project site property line.

The noise generation of the proposed project is predicted to be satisfactory relative to both the noise standards of the Mariposa Industrial Park PDZ 87-1 and CEQA guidelines during both daytime and nighttime conditions, for both onsite operations and off-site traffic. As a result, no adverse noise impacts are identified for this project, and no noise mitigation measures would be warranted at this time.

However, the Noise Study recommends that follow-up noise testing be conducted upon commencement of normal site operations to verify the reference sound level data provided by the project applicant and to incorporate any additional noise control measures which may be determined to be warranted as a result of that testing. The Project applicant will follow up with noise testing to be conducted upon commencement of normal site operations to verify the reference sound level data and to incorporate any additional noise control measures which may be determined to be warranted as a result of that testing.
Application of the mitigation on the project insures that identified noise impacts from the project are mitigated to less than significant levels as follows:

**Mitigation Measure 12d.1:** Within the facility start up and operational testing period and prior to building permit certificate of occupancy, a noise monitoring report shall be submitted to the Planning Director for review and verification that project operating noise levels do not exceed the allowances pursuant to PDZ 87-1. If the monitoring report finds that the noise thresholds are in exceedance of PDZ 87-1 allowances, then the report shall provide recommendations for appropriate noise reduction measures that reduce noise levels to meet the PDZ 87-1 standards and those recommendations shall be incorporated into the project. A certificate of occupancy shall not be issued until the noise monitoring concludes. The report shall be prepared by an appropriately licensed professional.

10. The Board of Supervisors finds that, based on the record, Environmental Review for the biomass facility was carried out in full compliance with the requirements of the California Environmental Quality Act.

11. The traffic study, prepared by TJKM and included in the Initial Study as Attachment P, was prepared utilizing accepted and required professional protocols. The Transportation/Traffic checklist section on page 100 of the Initial Study states:

_It should also be noted that the proposed Project would divert trucks from elsewhere on CA-49 and reduce their distance traveled. Currently, trucks hauling chips and other woody biomass from forest thinning operations must travel to Fresno, Sonora, or farther in order to access a willing recipient for the biomass. For trucks hauling chips from Sierra National Forest via CA-140 or CA-49, this is a reduction of 75 miles or more each way. This project could therefore result in downstream benefits at higher-volume segments and intersections along CA-49._

12. The Board of Supervisors finds the Planning Commission’s evaluation and conclusions for the project’s overall impact on fire protection services to be adequately documented. The Initial Study concluded there is a less than significant impact on fire protection services with incorporation of mitigation; however potential impacts requiring mitigation are related to placement of facilities at the time of project construction, not ongoing operations. The Planning Commission adopted the following mitigation measure to address impacts on fire protection services.

**Mitigation Measure 14.a.1:** Prior to grading or building permit issuance the Project plans shall include all details necessary to meet County Fire Department and CALFIRE requirements as applicable for fire protection including access, storage tank, hydrant location and a fire flow to meet applicable code requirements. Approval verification letters by County Fire and CALFIRE to Planning Director shall be required prior to grading and or building permit issuance.

Planning Commission Resolution No. 2018-066 included Conditions 17-20 which require County Fire Department and CALFIRE requirements are met. Any OSHA
required confined space management required of the project through existing regulatory frameworks would be enforced by OSHA.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors’ actions, interpretations and determinations are based on Mariposa Planning Commission Resolution No. 2018-006, which is hereby incorporated into this resolution by reference.

BE IT FURTHER RESOLVED THAT, this action on Appeal No. 2018-051 is based upon the discussion of Appeal Issues as contained in the Staff Report to the Board of Supervisors, which is hereby incorporated into this resolution by reference.

BE IT FURTHER RESOLVED THAT, the custodian of the record of the proceedings is the Clerk of the Board of Supervisors.

BE IT FINALLY RESOLVED THAT, if any section, subsection, sentence, clause, word, phrase or finding of this resolution is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this resolution. The Board of Supervisors hereby declares each section, subsection, sentence, clause, word, phrase or finding is severable.

ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted this 10th day of July 2018 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_______________________________________
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

______________________________
René LaRoche,
Clerk of the Board of Supervisors

Approved as to Form:

______________________________
Steven W. Dahlem
County Counsel
July 8, 2018

Mariposa County Board of Supervisors
5100 Bullion St.
Mariposa, CA 95338

Honorable Supervisors:

Approval of Conditional Use Permit No. 2017-117
Mariposa Biomass Project

I am writing as a resident of Ponderosa Basin since 1991 and also based on my professional background to comment on the economic and infrastructure benefits of the Mariposa Biomass Project and to urge the Board of Supervisors to uphold the conditional use permit approved by the Planning Commission.

Job Creation: Mariposa has far fewer jobs than it has residents who must support themselves through work. The 8 to 10 high paying, family supporting jobs provided by the Biomass Project will increase the economic self-sufficiency of Mariposa’s labor force. Mariposa has 7,756 residents who support themselves through wage and salary jobs (jobs where they get a paycheck based on the hours they work or their salary), but employers within the county provide only 4,875 jobs. This means that Mariposa has a current shortfall of 37 percent of the jobs needed to match the size of its labor force. (U.S. Census Bureau LEHD Origin-Destination Employment Statistics, Mariposa County)

Industry Diversification: The Biomass Project will create jobs that are independent of tourism. Seventy-two percent of all non-governmental jobs in Mariposa are in hotels, restaurants and retail stores, all of which are heavily reliant on tourists. Mariposa needs more jobs that are not dependent of tourism and do not fluctuate based on season, road closures, and Park visitor policies. Every home and business in Mariposa needs electricity throughout the year. By meeting this need the Biomass Project will increase local economic stability. (U.S. Bureau of Economic Analysis, Table CA25N, Full-Time and Part-Time Employment by NAICS, Mariposa County)

Industry Linkages: The forest material used by the Biomass Project will be supplied from within the county and the electricity it produces will be consumed within the county. These linkages between industry sectors will help build a more robust economy in Mariposa. In most sectors, Mariposa’s economy is too small to capture many of the “multipliers” from local expenditures. For example, the lumber, windows, doors, walls, floors, roofs, hardware, and mechanical components of a home built in Mariposa are likely to be manufactured outside of the county. The Biomass Project avoids this economic leakage by buying a local product and
supplying a local commodity. *(U.S. Bureau of Economic Analysis Regional Input-Output Modeling System and IMPLAN Economic Model of Mariposa County)*

**Job and Economic Multipliers:** The Biomass Project will create additional jobs in linked supplier industries that provide raw materials, finished goods and services to the project. It will also create additional jobs in consumer industries as a result of growth in consumption by households of workers employed at the project as well as at suppliers to the project. Each $1.00 in output by the electric power generation, transmission, and distribution sector generates an additional $1.60 in economic activity in the supplier chain. In addition, each $1.00 in wages received by employees in this sector and by employees of establishments directly involved in supplying the sector generates an additional $1.07 in economic activity. In short, the Biomass Project will create beneficial economic ripple effects that extend beyond the direct activities of the project and stimulate increased sales by other Mariposa businesses. *(U.S. Bureau of Economic Analysis, Industry Requirements, Electric Power Generation, Transmission, and Distribution, and IMPLAN)*

**Resilient Electricity Infrastructure:** By generating electricity locally, the Biomass Project will diversify the sources of electricity supplied to Mariposa and potentially strengthen the resilience of Mariposa’s electricity infrastructure. Mariposa is dependent on electricity generated in other regions. PG&E purchases electricity generated at nuclear, coal, geothermal, solar, hydroelectric, natural gas, and other types of power plants located in other region and delivers 108 gigawatt hours of electricity a year to Mariposa customers. This power supply is vulnerable to disruptions in the electricity transmission grid as well as power supply shortfalls. In the future, when our electricity grid is smart enough to isolate essential locations such as the hospital and government center and connect them with local generation facilities, the Biomass Project can provide critical local backup. *(California Energy Commission, 2016 Power Content Label, Pacific Gas and Electric Company)*

In summary, the Biomass Project will benefit Mariposa by directly creating jobs; diversifying Mariposa’s industry structure; creating business connections between the forestry, electric utility and electricity consumption sectors; indirectly creating additional jobs in supplier and consumer businesses; and increasing the resilience of Mariposa’s electricity infrastructure. For these reasons, I respectfully urge the Board of Supervisors to uphold the conditional use permit for this project that was approved by the Planning Commission.

Respectfully,

Daniel Flaming, Ph.D.
President
Please add this comment to the packet for Appeal 2018-051, Appeal of Planning Commission Approval of Conditional Use Permit (CUP) No. 2017-117

Since I don't know what the deadline is to get a public comment into the packet in time for the board of supervisors meeting on July 10, I have included the board on this email. I hope I got the email addresses correct.

As a property owner in Mariposa, I would like to express my support for the proposed biomass facility. I believe this facility would be a major benefit to our community.

We need to get rid of all the trees, brush, and slash continuing to pile up in our county. On our own property, we have used every available resource to take down dead trees and clear brush. But all that debris is sitting on our property. And we have more dozens more trees to be felled. We have numerous small log decks all over our property. There is simply no place to take it all. It’s dangerous, a fire hazard, ugly, and a continual reminder of what we have all lost—residents and visitors alike.

No alternatives have been offered that won’t result in more pollution and more noise, and present a higher cost to the county or residents. We can’t wait any longer to address the issue of getting rid of this debris. While the biomass facility is not an immediate resolution to the problem, since it has to be built, it is a long-term solution.

Many of the numbers quoted by others are relevant for old-style biomass plants, but do not apply to the type of plant to be used in Mariposa, which is more modern and more efficient.

The Health Dept supports the facility and the California Air Pollution Officer’s Assoc supports biomass. Natural Investigations Company did all the necessary studies involved in a full California Environmental Quality Act (CEQA) review and Conditional Use Permit (CUP) and found no issues (available online on the Planning Department website: http://www.mariposacounty.org/index.aspx?NID=1729). A traffic study was also conducted by TJKM that indicated minimal traffic impact.

Some points about the biomass facility:
- Noise levels are within required limits.
- Air pollution/carcinogens would be less than leaving the wood to rot or doing open burning. Rotting debris also produces methane, which is even worse than CO2.
- Water usage would average less than an average family of 4 per month.
- Traffic would minimally increase by about 4 large truckloads of debris, 9 smaller family business truckloads, plus 10 employees per day. But there would be a reduction in traffic of trucks hauling woody debris outside the county.
Regarding EMFs, (electro-magnetic fields), ionizing EMFs, such as in x-rays, damage human cells and can cause cancer. Non-ionizing EMFs, such as in power lines, do not. And there is already a PG&E substation near where the plant would be built, so power lines are already there.

Job creation would include 10 jobs at the plant, plus trucking jobs, and forest thinning jobs (slash, brush, logs can be sold to the biomass facility).

The area is already zoned for light industrial, and the biomass facility fits that definition.

There’s no cost or risk to Mariposa County. The facility will be financially self-sustaining.

Much more information is available on the Biomass Project’s website http://www.mariposabiomassproject.org and Facebook page https://www.facebook.com/MariposaBiomass/.

I urge you to support the biomass facility to make our community safer and more self-sufficient.

Thank you,

Beverley Andalora
Mariposa
Please distribute to the Mariposa County Board of Supervisors:

Dear Supervisors Smallcombe, Cann, Menetry, Jones and Long,

The Board of Directors of the Upper Merced River Watershed Council strongly endorses the approval of the Mariposa BioMass Project.

We have read carefully the arguments against the facility, which detail the “possible” negative effects of nearby well loss, air pollution, traffic congestion, and other issues. Each of these topics, plus others, have been addressed and refuted by specific and extensive testing with results made available to the Planning Commission, which voted in favor of the project.

So we have a list of “imagined” fears on one hand and rigorous scientific tests and analyses on the other. People like Ken Schmidt, who have excellent reputations in their chosen fields, have carried out far more than the necessary testing to assure that the project meets all the necessary standards to go forward.

Surely the Board will endorse the Mariposa Biomass Project and give the needed go-ahead for the acceptance of the $5 million grant which is pending.

Given the severity of Tree Mortality on private and public lands in our county, it is clear that we vitally need a local facility — one that has been vetted and passed every environmental test — to process dead and downed material that has reached emergency proportions.

Thank you.

Holly Warner, Board Chair
Upper Merced River Watershed Council
PO Box 5008-201
Mariposa, CA 95338
209/966-5434
TO: Miles Menetrey and the Mariposa County Board of Supervisors

From: Kenneth Boche


Does anyone disagree that we need a broad range of economic opportunities so that we can diversify our economy and provide our residents with greater work and business choices?

Is there anyone who believes it’s a good idea to severely limit and confine the choices that our children and our business people have to the realms of agriculture and tourism?

Does anyone disagree that zoning and planning are designed to place developments in appropriate locations and to protect the public from inappropriate and toxic activities?

I attended the February Planning Commission meeting where the County’s Planning Department spelled out the issues involved in this project. As a former resident of Fournier Road, I had originally been skeptical of its desirability, I came to understand and approve of the measures that were undertaken to mitigate against any undesirable consequences. I had lived nearby and could hear the logging trucks and the trucks carrying rock from the Ferguson Project which was taken to the land-fill area. The noise from those trucks are far greater that the well-muffled noise that will result from the Biomass Project; noise will not be a big deal.

“Permaculture” is a design system for creating sustainable systems for homes, farms and ranches, and communities: One permaculture design guideline is: Turn a Problem into a Resource. This is exactly what this project does with the glut of dead trees that we and other communities face. Also, the scale of the project is small enough that it can be profitable without requiring its feedstocks to be hauled long distances. It’s also small enough that it can be replicated in other rural Sierra foothill communities should this new technology prove effective and profitable.

It is often overlooked in rural communities like ours that money tends to flow from rural areas to urban areas. For example, most of us pay our PG&E bills, but the profits flow to the PG&E investors who don’t live here. This project will help reverse that drain on our local economy.

What follows is a list, not complete, of some of the major issues that have been brought up as objections to the Biomass Project. Those that I haven’t mentioned below, I think, have been adequately addressed by our Planning Department, the project’s consultants, and the Planning Commission.
Future Job Diversity: Our children need a variety of career opportunities to stay (or return) here. This project will provide alternatives to tourism and agricultural careers.

Future Growth of Mariposa Town: Most towns have Industrial-Commercial kinds of zoning. With the landfill already located there and its location far removed from our treasured downtown main street, it is the most appropriate site. The noise and dust impacts won’t extend beyond a quarter mile.

Traffic Through Town: Presently there are about 562,000 vehicles per year. 20 trucks trips / day = 730 trips / year. Increase of 0.00129 or about 0.13%. Impacts on roads: Fuel taxes, commercial vehicle registrations, and corporate taxes should pay for these.

“Unproven” Technology: Business innovation and start-ups always require someone who is visionary and is willing to try new ideas which can provide new career and product options, renewable energy, and turn problem trees into resources which can benefit our community.

“Ash” and “Sludge” Disposal: The “ash” is not the toxic unburnable byproduct of a coal-fired power-plant. It is a by-product of organically grown and processed trees. “Sludge” is an emotionally laden word that attempts to equate the byproducts of this project with unsanitary human waste. What are their component parts? How might these “problems” be turned profitably into resources? As an entrepreneur, I see these by-products as possible organic feedstocks that could be used in health and beauty products, fertilizers, and more. We might be able to establish new businesses based on these new products and bring significant amounts of money into Mariposa, creating diverse job opportunities for our children, so they won’t feel like they have to move away.

Finally, Mariposa should do the right thing and help to combat climate change. By replacing the energy that PG&E burns in its fossil fuel plants with power from this project, Mariposa can create a model of the necessary transition from fossil fuels to renewable resources that can be replicated by other Sierra communities which also face the devastation of their forests by the drought and bark beetles that have, at least partially, resulted from accelerating climate change.

This project doesn’t mean we can’t ALSO keep our rural lifestyle; it can actually enhance it!
Economic Renewal:
1. Plugging the leaks,
2. Support existing Local business;
3. Start new compatible businesses
4. Recruit outside compatible businesses
Hello Rene or Tracy, can you please include this in the Biomass Appeal packet? Thanks, Evie

Partnership For Policy Integrity

Air pollution from biomass energy

(click here for a pdf version of this page)

Despite the frequent depiction of biomass as “clean” energy, data from air permit applications and real smokestack tests demonstrate quite clearly that biomass is a heavily polluting technology.

Burning wood and other biological materials for energy emits as much or more pollution than burning fossil fuels, including coal. Emissions are function of the fuel type, combustion temperature, and pollution controls, but in PFPI’s analysis of air pollution permits in 7 states we have found that biomass burners are always more polluting than natural gas and are similar to coal – admittedly better for some pollutants like sulfur and mercury, but the same or worse for particulates and nitrogen oxides. Being similar to coal hardly qualifies as clean, green energy.

Biomass electricity generation facilities are major air polluters, and in many cases will significantly worsen air quality in the communities and regions where they are constructed. Yet in most cases biomass gets a break because it is (inaccurately) considered renewable and carbon neutral.

The We Energies facility in Rothschild, Wisconsin is an example of regulators allowing a heavily polluting biomass facility to proceed precisely because it is classified as renewable and counts toward the state’s renewable energy goals. According to the facility’s air permit, the new biomass burner, located at the Domtar paper mill, will be a huge air polluter. It will almost certainly throw the region into violation of air pollution health standards for particulate matter, which the US EPA considers a lethal form of air pollution that causes ten of thousands of premature deaths across the country each year and increases the incidence of asthma attacks in children; and it will emit 6 times as much carbon per unit of...
electricity generated as a natural gas burner being constructed on the same site. State regulators could have required cleaner burning fuels at the plant, but declined to do so specifically because the plant is producing “renewable” energy.

Sanctioning and subsidizing major new sources of potentially lethal air pollution is not what anyone had in mind when establishing renewable energy standards. Regulators should take a clear-eyed, fact-based approach to evaluating whether or not these facilities should operate given the significant air pollution that they cause. In our view, biomass burners should not be allowed to operate until they can show that they are dramatically cleaner then all fossil fuel alternatives, if they are to qualify as renewable energy under state policies.

What kind of pollution does a biomass burner emit?

Burning biomass emits large amounts of pollutants, just like burning other solid fuels such as coal. Burning organic material emits particulate matter (PM), nitrogen oxides (NOx), carbon monoxide (CO), sulfur dioxide (SO2), lead, mercury, and other hazardous air pollutants (HAPs).

Hazardous air pollutants are a group of 187 toxics that according to EPA “are known or suspected to cause cancer or other serious health effects, such as reproductive effects or birth defects, or adverse environmental effects”. EPA has recently released the newest National Air Toxics Assessment, which characterizes emissions and ambient air concentrations of toxics around the country.

The HAPs emitted in the greatest quantities by burning biomass include the organic HAPs styrene, acrolein, and formaldehyde, and the acid gases hydrofluoric acid and hydrochloric acid. Biomass burners commonly emit ten tons or more of the acid gases and from one to five tons of organics each year. Even “clean wood” – that is, forestry-derived wood, as opposed to construction and demolition debris – emits these chemicals when burned. Burning clean wood also emits non-negligible amounts of heavy metals. Burning “urban wood” – a friendly term for construction and demolition debris (CDD) – significantly increases emissions of arsenic, chromium, copper, lead, and mercury, as well as dioxins/furans and pentachlorophenol (PCPs). Biomass developers sometimes claim that sorting out the contaminated wood from CDD produces a “clean” and safe fuel stream, but it is virtually impossible (and not cost effective) to remove the contaminated wood using visual inspection and hand sorting. Even one or two percent contaminated wood can lead to significant emissions of metals when this material is burned (see a letter documenting the inadequacy of CDD sorting for a proposed CDD-burner in Massachusetts, and a letter from the MA Department of Environmental Health expressing concerns about emissions of metals and other air toxics in the environmental justice community of Springfield, MA, where childhood asthma rates and incidence of high blood lead levels are already twice the State average).

How much pollution do biomass-burning facilities emit?

Most biomass plants do not use the most effective pollution controls, and small-scale biomass burners, like those being installed to provide heat to schools around the country, typically only have minimal controls. Utility-scale biomass plants emit tens to hundreds of tons of particulates, nitrogen oxides, carbon monoxide, and and hazardous air pollutants each year.

Emissions are typically expressed in air permits as pounds of pollution per million btu of heat input (as fuel). The problem with this approach is that it hides differences in efficiency that exist between facilities. Converting these rates so they are expressed in terms of emissions per unit energy delivered to the grid is a more accurate way of evaluating the impact of different technologies and fuels.

To give an idea of how much pollution a biomass plant can produce, here are emissions numbers from the air permit and application documents for the proposed 100 MW Gainesville Renewable Energy Center (GREC) in Florida, contrasted with air permit numbers from the much larger Pioneer Valley Energy Center (PVEC), a 431 MW gas and diesel plant proposed in Westfield, Massachusetts. The emissions rate for the biomass plant far exceeds that for the gas plant for criteria air pollutants, HAPs, and carbon dioxide. Yet biomass proponents insist on calling biomass a “clean” fuel.
Here are some more data on pollution emissions, showing how different the emissions are when the same burner is firing different fuels. The following table is from the air permit application for the Hu Honua facility in Hawaii, an old coal burner that is being retrofitted to burn wood and biodiesel. Pollution emissions from the boiler (here expressed as pounds per million btu) are significantly greater when biomass is used as a fuel:

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>GREC: 100 MW biomass: tons per year</th>
<th>GREG biomass lb/MWh</th>
<th>PVEC: 431 MW nat gas/diesel: tons per year</th>
<th>PVEC: nat gas/diesel lb/ MWh</th>
<th>GREG rate as % PVEC rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nitrogen oxides</td>
<td>416.4</td>
<td>0.95</td>
<td>91.9</td>
<td>0.05</td>
<td>1953%</td>
</tr>
<tr>
<td>Carbon monoxide</td>
<td>713.8</td>
<td>1.63</td>
<td>59</td>
<td>0.03</td>
<td>5214%</td>
</tr>
<tr>
<td>Particulate matter</td>
<td>249.8</td>
<td>0.57</td>
<td>49.1</td>
<td>0.03</td>
<td>2193%</td>
</tr>
<tr>
<td>Sulfur dioxide</td>
<td>243.9</td>
<td>0.56</td>
<td>16.7</td>
<td>0.01</td>
<td>6295%</td>
</tr>
<tr>
<td>Volatile organic compounds</td>
<td>77.3</td>
<td>0.18</td>
<td>23.8</td>
<td>0.01</td>
<td>1400%</td>
</tr>
<tr>
<td>Hazardous air pollutants</td>
<td>24.7</td>
<td>0.06</td>
<td>5.1</td>
<td>0.003</td>
<td>2087%</td>
</tr>
<tr>
<td>Carbon dioxide</td>
<td>1,232,225</td>
<td>2,813</td>
<td>1,432,825</td>
<td>759</td>
<td>37%</td>
</tr>
</tbody>
</table>

Here are some more data on pollution emissions, showing how different the emissions are when the same burner is firing different fuels. The following table is from the air permit application for the Hu Honua facility in Hawaii, an old coal burner that is being retrofitted to burn wood and biodiesel. Pollution emissions from the boiler (here expressed as pounds per million btu) are significantly greater when biomass is used as a fuel:

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>Biomass (controlled) ^</th>
<th>100% S15 Biodiesel (uncontrolled) ^</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>lb/MMBTU</td>
<td>lb/MMBTU</td>
</tr>
<tr>
<td>NO₂</td>
<td>0.15</td>
<td>0.109</td>
</tr>
<tr>
<td>CO</td>
<td>0.176</td>
<td>0.056</td>
</tr>
<tr>
<td>SO₂</td>
<td>0.028 ^</td>
<td>0.002</td>
</tr>
<tr>
<td>FPM₁₀ (filterable)</td>
<td>0.012</td>
<td>0.002</td>
</tr>
<tr>
<td>TPM₁₀ (filterable and condensable)</td>
<td>0.024</td>
<td>0.002</td>
</tr>
<tr>
<td>PM₂.₅ ^</td>
<td>0.024</td>
<td>0.002</td>
</tr>
<tr>
<td>VOC</td>
<td>0.028</td>
<td>0.007</td>
</tr>
</tbody>
</table>

Biomass emission factors for NO₂, CO, and FPM₁₀ are proposed as Best Available Control Technology (BACT). TPM₁₀ are assumed to be equal to twice the FPM₁₀ emission rate.

Average uncontrolled SO₂ emissions expected to be 0.045 lb/MMBTU based on an average sulfur content of 0.01% in the wood but would vary depending on the wood. As needed, 0.026 lb/MMBTU would be achieved through trons or lime injection.

Assuming PM₂.₅ is equivalent to TPM₁₀.

S15 Biodiesel Emission Factor Basis: PM, NO₂, and CO emission factors for the boiler are from the Minnesota Air Pollution Biofuels Report. VOC based on EPA AP-42, Chapter 1.3. SO₂ based on a sulfur content of 18 ppm in the fuel for S15 biodiesel and 100% conversion of sulfur to SO₂.
Emissions data for school-sized boilers also highlight the difference between biomass and other fuels. The Wyalusing School District in Pennsylvania applied for air permits for a new biomass burner, and a new oil burner. Emissions rates for the biomass burner are higher for PM, NOx, and CO, but are lower for VOCs and SO2 (differences in the total tons emitted are to some extent also a function of the different amounts of time the burners are projected to be used). All rates are in units of lb/MMBtu.

### Control of particulate matter

Particulate matter emissions are implicated in a wide range of health impacts, from asthma and heart disease to diabetes. Even when the most sophisticated emissions controls are used, biomass burning produces large amounts of the fine particulate matter that penetrates deeply into the lungs. There are a number of technologies for reducing emissions of...
filterable particulate matter, but three main technologies are often used with biomass burners. None is truly effective at removing fine particulates.

Cyclone and multicyclone systems rely on centrifugal force to spin particulates out of the flue gas. Cyclonic systems are not effective at removing the fine particulate matter that has the greatest impact on air quality and health, although according to EPA, some high efficiency systems show removal of 60 to 95% for PM$_{10}$ and 20 to 70% for PM$_{2.5}$. Cyclone systems are often found as the sole means of PM control at small-scale burners like those installed in schools around the country. Emissions data from the Wyalusing air permit, above, show that a typical school burner may emit around 9 tons of particulate matter a year. These emissions occur from low stacks and impinge directly on children in playgrounds and as they sit in class.

Electrostatic precipitators (ESPs) use an electric field to remove particles from the flue stream. They can remove up to 99% of fine particles (PM$_{2.5}$) from the flue gas, although their efficacy in removing ultrafine particles is not well quantified. ESPs are expensive and are not typically installed in building-scale biomass burners.

Additionally, with all these control technologies, we are talking about removal of filterable particulate matter, which is just one component of total particulate matter. The other component is known as "condensable" particulate matter, and it consists of the fine and ultra-fine particles derived from sulfur, nitrogen, and VOC emissions that condense in the atmosphere after the flue gas has left the stack. Because the actual formation of condensable particulate matter depends both on emissions and atmospheric chemistry, it is not well characterized, therefore most air permitting agencies make some assumption about the ratio of condensable to filterable particulate matter when they are writing a permit for the amount of total particulate matter (filterable plus condensable) emitted by a facility. Such assumptions may or may not be well-justified.

Fabric filters or baghouses are generally considered the most effective means of emissions control for filterable particulates. They can show control efficiencies upwards of 99%. They are installed at some mid-sized facilities and many utility-scale facilities.

The amount of particulate matter emitted from a biomass burner is highly sensitive to small differences in control efficiency. The following table shows how much filterable PM$_{10}$ is emitted in four different scenarios. Note that the first scenario combusts a much smaller amount of wood than the other three – this is meant to represent the operation, for instance, of a biomass burner at a mill that is generating power and heat for its own operation. Despite the relatively small amount of wood burned, the average control efficiency of 80% for the multicycle system means that PM emissions are quite high.

The three other scenarios (2-4) show a larger amount of wood, such as would be burned at a utility-scale biomass plant supplying power to the grid, and three different levels of control efficiency. Even a few tenths of a percent of control efficiency make a large difference to the total tons of PM emitted. This is also relevant to control of heavy metals, which are generally assumed to be emitted as a component of particulate matter, with the exception of mercury, which is emitted as a vapor.

<table>
<thead>
<tr>
<th>Control technology</th>
<th>control efficiency</th>
<th>PM$_{10}$ (lb/mmbtu)</th>
<th>tons wood</th>
<th>tons PM (uncontrolled)</th>
<th>PM rate (lb/mmbtu)</th>
<th>tons PM emitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Multicycle</td>
<td>80.0%</td>
<td>6.5</td>
<td>26,000</td>
<td>799</td>
<td>1.3</td>
<td>160</td>
</tr>
<tr>
<td>2 ESP</td>
<td>99.0%</td>
<td>6.5</td>
<td>400,000</td>
<td>12,298</td>
<td>0.065</td>
<td>123</td>
</tr>
<tr>
<td>3 Baghouse</td>
<td>99.5%</td>
<td>6.5</td>
<td>400,000</td>
<td>12,298</td>
<td>0.0325</td>
<td>61</td>
</tr>
<tr>
<td>4 Baghouse</td>
<td>99.9%</td>
<td>6.5</td>
<td>400,000</td>
<td>12,298</td>
<td>0.0065</td>
<td>12</td>
</tr>
</tbody>
</table>
Small-scale biomass emissions compared to wood stove emissions

Biomass proponents will sometimes claim that biomass burners “emit less pollution than a woodstove”. For well controlled facilities, per unit wood burned, this is true, because baghouses and other pollution control equipment reduce the amount of pollution emitted. However, the sheer amount of material burned in a utility-scale facility or even at a medium-sized sawmill means that pollution emissions massively exceed those from a residential wood-burner. And the emissions are no less harmful. The size distribution of the particulate matter that escapes control by a baghouse or ESP is shifted toward the smallest size fractions – and in the case of particulates (not to mention all the other pollutants) what you can’t see can definitely can hurt you.

But what about a school-sized facility, compared to a woodstove? Estimates of the amount of particulate matter emitted by a residential woodstove vary by a factor of ten or more, but assuming an average PM emission rate of 30 grams per hour (a value between old woodstoves and EPA-certified woodstoves), and assuming 6 months of stove operation at 18 hours per day, the average woodstove emits about 214 lb of particulate matter over the heating season. Assuming 6 months of operation for a school sized boiler of about 4 mmbtu, such a facility might emit around 1.9 tons of particulate matter. This would then be about the equivalent of PM emissions from about 18 residential woodstoves.

How do emissions from biomass plants compare with coal plants?

Different plants have different emissions rates depending the fuel burned, control equipment installed, and how well the facility is operated. The EPA “BACT Clearinghouse” (BACT means “Best Available Control Technology”) contains permitted emission rates for fossil fuel and biomass plants around the country. While the database is not comprehensive, and does not necessarily show the best controlled plants, it provides a representative sample of some of the lower emitting plants around the country. The following table shows a range of emission rates for existing coal plants and biomass plants from the BACT Clearinghouse, as well as the Ryegate biomass plant in Vermont, a recently re-permitted existing plant, and rates from a variety of permits for proposed biomass plants around the country.

The data show that emission rates for NOx at some coal plants are lower than at many biomass plants. If the typical difference in plant efficiency were taken into account and the rates expressed on a per MWh basis, instead of a heat input basis, the difference would be even greater. Similarly, there is a high degree of overlap for CO and PM emission rates between coal plants and biomass plants. Sulfur dioxide (SO2, or SOx) is the pollutant where emission rates are clearly higher for coal than biomass. The BACT Clearinghouse does not include data on VOC emissions.

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Control technology</th>
<th>control efficiency</th>
<th>PM10 (lb/mmmbtu)</th>
<th>tons wood (uncontrolled)</th>
<th>tons PM emitted</th>
<th>PM rate (lb/mmmbtu)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Multiclone</td>
<td>80.0%</td>
<td>6.5</td>
<td>26,000</td>
<td>799</td>
<td>1.3</td>
</tr>
<tr>
<td>2</td>
<td>ESP</td>
<td>99.0%</td>
<td>6.5</td>
<td>400,000</td>
<td>12,298</td>
<td>0.065</td>
</tr>
<tr>
<td>3</td>
<td>Baghouse</td>
<td>99.5%</td>
<td>6.5</td>
<td>400,000</td>
<td>12,298</td>
<td>0.0325</td>
</tr>
<tr>
<td>4</td>
<td>Baghouse</td>
<td>99.9%</td>
<td>6.5</td>
<td>400,000</td>
<td>12,298</td>
<td>0.0065</td>
</tr>
</tbody>
</table>

Control of filterable particulate matter

L.1.n

Packet Pg. 421

Attachment: PUBLIC INPUT: Email from Evie Wilson 7-5-2018 (6381 : Appeal No. 2018-051 - Biomass)
Some coal plants achieve lower emissions rates than are allowed in their permits. For instance, the Mount Tom coal plant in Holyoke, MA, has turned in stack test data that indicate the plant’s SO2 emission rate is 0.066 lb/mmbtu, lower than any rate reported in the BACT clearinghouse database. The data also indicate a total PM10 emission rate of 0.0059 lb/mmbtu, meaning that yearly emissions of PM10 from this 147 MW facility are around 39 tons per year if the facility operates continuously. In contrast, the 35 MW Palmer Renewable Energy biomass plant to be built in nearby Springfield, MA, will have a total PM10 emission rate of 0.019 lb/mmbtu and will emit 42.4 tons of PM10 per year.

### Does co-firing biomass reduce emissions?

Co-firing biomass is sometimes seen as a way to reduce emissions at coal plants, particularly of sulfur dioxide, because wood generally has a lower sulfur content than coal (an exception is construction and demolition debris, which can have relatively high sulfur content probably due in some part to contamination by gypsum wallboard waste).

While replacing a significant amount of coal with wood would reduce sulfur emissions, the effect on other pollutants is not straightforward. Test-firing data from the Killen coal plant in Ohio, which proposes to co-fire 5% wood by heat content (amounting to over 8% by mass) shows that adding even this small amount of wood to the fuel stream produces dramatic increases in emissions of carbon monoxide and hazardous air pollutants.

The following data are from the Killen plant’s technical support document for the air permit application to co-fire biomass. Metals emissions show some small increases and decreases with addition of biomass, and there are small percentage decreases in emissions of hydrochloric acid and hydrofluoric acid, but the key thing to notice is that replacing 5% of the boiler’s heat input with biomass produces no improvement in criteria pollutant emissions with the exception of a small decrease in lead emissions. It does, however, produce large percentage increases in carbon monoxide, volatile organic compounds (VOCs), and certain organic hazardous air pollutants (HAPs).

“PTE” means “potential to emit”, which standardizes emissions by assuming the boiler operates at full capacity 365 days of the year. All emissions are expressed as tons per year (“tpy”).
### Boiler #2 (B001)

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>PTE - Coal only</th>
<th>PTE - Coal/biofuel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Particulate (total filterable)/PE</td>
<td>2,596</td>
<td>2,596</td>
</tr>
<tr>
<td>PM$_{10}$ (filterable)</td>
<td>1,843</td>
<td>1,843</td>
</tr>
<tr>
<td>PM$_{2.5}$ (direct)</td>
<td>1,324</td>
<td>1,324</td>
</tr>
<tr>
<td>SO$_2$</td>
<td>31,158</td>
<td>31,158</td>
</tr>
<tr>
<td>NO$_X$</td>
<td>18,175</td>
<td>18,175</td>
</tr>
<tr>
<td>CO</td>
<td>2,596</td>
<td>3,895</td>
</tr>
<tr>
<td>VOC</td>
<td>70.1</td>
<td>88.3</td>
</tr>
<tr>
<td>Lead</td>
<td>0.45</td>
<td>0.43</td>
</tr>
<tr>
<td>Sulfuric acid (H$_2$SO$_4$)</td>
<td>38.9</td>
<td>38.9</td>
</tr>
</tbody>
</table>
## Boiler #2 (B001)

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>PTE - Coal only</th>
<th>PTE - Coal/biofuel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Particulate (total filterable)/PE</td>
<td>2,596</td>
<td>2,596</td>
</tr>
<tr>
<td>PM$_{10}$ (filterable)</td>
<td>1,843</td>
<td>1,843</td>
</tr>
<tr>
<td>PM$_{2.5}$ (direct)</td>
<td>1,324</td>
<td>1,324</td>
</tr>
<tr>
<td>SO$_2$</td>
<td>31,158</td>
<td>31,158</td>
</tr>
<tr>
<td>NO$_X$</td>
<td>18,175</td>
<td>18,175</td>
</tr>
<tr>
<td>CO</td>
<td>2,596</td>
<td>3,895</td>
</tr>
<tr>
<td>VOC</td>
<td>70.1</td>
<td>88.3</td>
</tr>
<tr>
<td>Lead</td>
<td>0.45</td>
<td>0.43</td>
</tr>
<tr>
<td>Sulfuric acid (H$_2$SO$_4$)</td>
<td>38.9</td>
<td>38.9</td>
</tr>
</tbody>
</table>

## PTE - Coal only

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>tpy</th>
<th>tpy</th>
</tr>
</thead>
<tbody>
<tr>
<td>POM (reported as PAH)</td>
<td>0.02</td>
<td>0.20</td>
</tr>
<tr>
<td>Acetaldehyde</td>
<td>0.66</td>
<td>1.71</td>
</tr>
<tr>
<td>Benzene</td>
<td>1.51</td>
<td>6.89</td>
</tr>
<tr>
<td>Formaldehyde</td>
<td>0.28</td>
<td>5.98</td>
</tr>
<tr>
<td>Toluene</td>
<td>0.28</td>
<td>1.46</td>
</tr>
</tbody>
</table>
The Killen plant will co-fire about 180,000 tons of wood per year, or the equivalent of the wood that could be produced by clearcutting about 2,050 acres of Ohio’s forests per year (we use U.S. Forest Service data to estimate standing biomass). Increasing the amount of wood co-fired to a level that would actually decrease sulfur emissions would require significantly increasing forest harvesting, and would meanwhile have unacceptably large effects on emissions of other pollutants. Co-firing biomass should not be allowed as a way for coal plants to avoid installing modern pollution control equipment, which is vastly more effective at reducing sulfur emissions than changes in fuel.

### Biomass and the Clean Air Act

Large-scale biomass burners are subject to Clean Air Act regulation and permitting like other emitters, with one crucial difference. The Clean Air Act requires "Prevention of Significant Deterioration" (PSD) review for air quality when a new "major source" facility is built or when an existing facility undergoes major modification in an area that is either classed as in attainment, or unclassifiable, with regard to the National Ambient Air Quality Standards (NAAQS). PSD review requires installation of the Best Available Control Technology (BACT, a standard that takes into consideration the cost of air pollution controls, and allows rejection of some controls as too expensive), air quality analysis, an additional impacts analysis, and public involvement. However, while the threshold for triggering PSD review for a fossil-fueled boiler 250 mmbtu/hr or greater is emission of 100 tons of a criteria pollutant, the threshold for triggering PSD review for a biomass burning facility is 250 tons. This means that a facility burning biomass can emit two and a half times the amount of pollution that a fossil-fueled facility emits before it is subjected to a similar level of scrutiny and emissions control.

### Biomass, Hazardous Air Pollutants, and EPA’s “boiler rule”

To reduce the amount of hazardous air pollutants emitted by commercial and industrial boilers, EPA sets limits for certain pollutants under the “boiler rule”, which is part of the Clean Air Act. The boiler rule is especially significant for biomass burners because although the boiler rule regulates fossil-fueled boilers only up to 25 MW in size, it regulates all biomass boilers, no matter how large.
The boiler rule sets the maximum allowable emission limits for just five pollutants, although there are 187 different HAPs recognized by EPA. Setting emissions limits for each one would be difficult, so instead, EPA regulates the majority of pollutants by dividing them into classes and using proxies to estimate how well their emissions are controlled. Under the boiler rule, particulate matter (PM) serves as a proxy for metallic HAPs like arsenic and lead, and carbon monoxide (CO) is regulated as a proxy for organic HAPs like formaldehyde and acrolein. The boiler rule regulates dioxins/furans, mercury, and hydrochloric acid (HCl) directly, with HCl also acting as a proxy for other acid gases (like hydrogen fluoride).

To control emissions of these pollutants, EPA sets maximum emissions rates for different kinds of boilers and different fuels. These emission rates are based on the “best performing” (lowest emitting) units that already exist. To set emissions rates for existing boilers, EPA essentially averages the best performing 12% of boilers, using their emission rates as the standard that all existing units are supposed to achieve. For new as-yet-unbuilt boilers, EPA expects those to achieve the same emission rate as the single best performer (lowest emitter) that already exists. These standards are referred to as Maximum Achievable Control Technology (MACT), and are set for coal, biomass, gas, and other liquid fuels boilers.

EPA further identifies two categories of emission sources under the boiler rule – “major” and “area” sources. A major source is one which emits 25 tons or more of total HAPs, and 10 tons or more of any single HAP (for biomass, the HAP usually emitted in the greatest quantities is hydrochloric acid, or HCl). An “area” source is one which emits HAPs below these thresholds.

Since the emission rules for major sources are considerably more stringent than for area sources, there is a great incentive for facilities to characterize themselves as area sources. Below is a summary of the allowable emission rates for major and area sources. Emission rates for biomass under the major source rule are the same as for coal, except for emission rates of carbon monoxide and dioxins/furans, which are generally higher than for coal.

**Boiler rule emission rates for major sources.**

<table>
<thead>
<tr>
<th>Subcategory</th>
<th>Particulate Matter</th>
<th>Hydrogen Chloride</th>
<th>Mercury (Hg) [ppm @3% oxygen]</th>
<th>Carbon Monoxide [TEQ (ng/dscm)]</th>
<th>Dioxin/ Furan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing – Coal Stoker</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>270</td>
<td>0.003</td>
</tr>
<tr>
<td>Existing – Coal Fluidized Bed</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>82</td>
<td>0.002</td>
</tr>
<tr>
<td>Existing – Pulverized Coal</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>160</td>
<td>0.004</td>
</tr>
<tr>
<td>Existing – Biomass Stoker/other</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>490</td>
<td>0.005</td>
</tr>
<tr>
<td>Existing – Biomass Fluidized Bed</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>430</td>
<td>0.02</td>
</tr>
<tr>
<td>Existing – Biomass Dutch Oven/Susp. Burner</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>470</td>
<td>0.2</td>
</tr>
<tr>
<td>Existing – Biomass Fuel Cells</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>690</td>
<td>4</td>
</tr>
<tr>
<td>Existing – Biomass Suspension/Grate</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>3,500</td>
<td>0.2</td>
</tr>
<tr>
<td>Existing – Liquid</td>
<td>0.0075</td>
<td>0.00033</td>
<td>3.5E-06</td>
<td>10</td>
<td>4</td>
</tr>
<tr>
<td>Existing – Gas2 (Other Process Gases)</td>
<td>0.043</td>
<td>0.0017</td>
<td>1.3E-05</td>
<td>9</td>
<td>0.08</td>
</tr>
<tr>
<td>Existing – non-continental liquid</td>
<td>0.0075</td>
<td>0.0003</td>
<td>7.8E-07</td>
<td>160</td>
<td>4</td>
</tr>
<tr>
<td>New – Coal Stoker</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>6</td>
<td>0.003</td>
</tr>
<tr>
<td>New – Coal Fluidized Bed</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>18</td>
<td>0.002</td>
</tr>
<tr>
<td>New – Pulverized Coal</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>12</td>
<td>0.003</td>
</tr>
<tr>
<td>New – Biomass Stoker</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>160</td>
<td>0.005</td>
</tr>
<tr>
<td>New – Biomass Fluidized Bed</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>260</td>
<td>0.02</td>
</tr>
<tr>
<td>New – Biomass Dutch Oven/Susp. Burner</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>470</td>
<td>0.2</td>
</tr>
<tr>
<td>New – Biomass Fuel Cells</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>470</td>
<td>0.003</td>
</tr>
<tr>
<td>New – Biomass Suspension/Grate</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>1,500</td>
<td>0.2</td>
</tr>
<tr>
<td>New – Liquid</td>
<td>0.0013</td>
<td>0.0031</td>
<td>2.1E-07</td>
<td>3</td>
<td>0.002</td>
</tr>
<tr>
<td>New – Gas2 (Other Process Gases)</td>
<td>0.0067</td>
<td>0.0017</td>
<td>7.9E-06</td>
<td>3</td>
<td>0.08</td>
</tr>
<tr>
<td>New – non-continental liquid</td>
<td>0.0013</td>
<td>0.0032</td>
<td>7.8E-07</td>
<td>51</td>
<td>0.002</td>
</tr>
</tbody>
</table>
### Boiler rule emission rates for “area” sources.

<table>
<thead>
<tr>
<th>Subcategory</th>
<th>Particulate Matter</th>
<th>Hydrogen Chloride</th>
<th>Mercury (Hg)</th>
<th>Carbon Monoxide (ppm @3%oxygen)</th>
<th>TE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing –Coal Stoker</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>270</td>
<td></td>
</tr>
<tr>
<td>Existing –Coal Fluidized Bed</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>82</td>
<td></td>
</tr>
<tr>
<td>Existing –Pulverized Coal</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>160</td>
<td></td>
</tr>
<tr>
<td>Existing –Biomass Stoker/other</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>490</td>
<td></td>
</tr>
<tr>
<td>Existing –Biomass Fluidized Bed</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>430</td>
<td></td>
</tr>
<tr>
<td>Existing –Biomass Dutch Oven/Susp. Burner</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>470</td>
<td></td>
</tr>
<tr>
<td>Existing –Biomass Fuel Cells</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>690</td>
<td></td>
</tr>
<tr>
<td>Existing –Biomass Suspension/Grate</td>
<td>0.039</td>
<td>0.035</td>
<td>4.6E-06</td>
<td>3,500</td>
<td></td>
</tr>
<tr>
<td>Existing –Liquid</td>
<td>0.0075</td>
<td>0.00033</td>
<td>3.5E-06</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Existing – Gas2 (Other Process Gases)</td>
<td>0.043</td>
<td>0.0017</td>
<td>1.3E-05</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Existing –non-continental liquid</td>
<td>0.0075</td>
<td>0.0003</td>
<td>7.8E-07</td>
<td>160</td>
<td></td>
</tr>
<tr>
<td>New –Coal Stoker</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>New –Coal Fluidized Bed</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>New –Pulverized Coal</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>New –Biomass Stoker</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>160</td>
<td></td>
</tr>
<tr>
<td>New –Biomass Fluidized Bed</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>260</td>
<td></td>
</tr>
<tr>
<td>New –Biomass Dutch Oven/Susp. Burner</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>470</td>
<td></td>
</tr>
<tr>
<td>New –Biomass Fuel Cells</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>470</td>
<td></td>
</tr>
<tr>
<td>New –Biomass Suspension/Grate</td>
<td>0.0011</td>
<td>0.0022</td>
<td>3.5E-06</td>
<td>1,500</td>
<td></td>
</tr>
<tr>
<td>New –Liquid</td>
<td>0.0013</td>
<td>0.0031</td>
<td>2.1E-07</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>New –Gas 2 (Other Process Gases)</td>
<td>0.0067</td>
<td>0.0017</td>
<td>7.9E-06</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>New –non-continental liquid</td>
<td>0.0013</td>
<td>0.0032</td>
<td>7.8E-07</td>
<td>51</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcategory</th>
<th>Heat Input (mmbtu/hr)</th>
<th>Pollutants</th>
<th>Emission limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing coal-fired boiler</td>
<td>&gt;= 10</td>
<td>Mercury</td>
<td>0.0000048 lb/mmbtu</td>
</tr>
<tr>
<td>Existing coal-fired boiler</td>
<td>&gt;= 10</td>
<td>Carbon monoxide</td>
<td>400 ppm by vol @3% O2</td>
</tr>
<tr>
<td>New coal-fired boiler</td>
<td>&gt;= 30</td>
<td>Particulate matter</td>
<td>0.03 lb/mmbtu</td>
</tr>
<tr>
<td>New coal-fired boiler</td>
<td>&gt;= 30</td>
<td>Mercury</td>
<td>0.0000048 lb/mmbtu</td>
</tr>
<tr>
<td>New coal-fired boiler</td>
<td>&gt;= 30</td>
<td>Carbon monoxide</td>
<td>400 ppm by vol @3% O2</td>
</tr>
<tr>
<td>New coal-fired boiler</td>
<td>&gt;= 10 and &lt; 30</td>
<td>Particulate matter</td>
<td>0.42 lb/mmbtu</td>
</tr>
<tr>
<td>New coal-fired boiler</td>
<td>&gt;= 10 and &lt; 30</td>
<td>Mercury</td>
<td>0.0000048 lb/mmbtu</td>
</tr>
<tr>
<td>New coal-fired boiler</td>
<td>&gt;= 10 and &lt; 30</td>
<td>Carbon monoxide</td>
<td>400 ppm by vol @3% O2</td>
</tr>
<tr>
<td>Biomass</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New biomass-fired boiler</td>
<td>&gt;= 30</td>
<td>Particulate matter</td>
<td>0.03 lb/mmbtu</td>
</tr>
<tr>
<td>New biomass-fired boiler</td>
<td>&gt;= 10 and &lt; 30</td>
<td>Particulate matter</td>
<td>0.07 lb/mmbtu</td>
</tr>
<tr>
<td>Oil</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New oil-fired burner</td>
<td>&gt;= 30</td>
<td>Mercury</td>
<td>0.03 lb/mmbtu</td>
</tr>
<tr>
<td>New oil-fired burner</td>
<td>&gt;= 10 and &lt; 30</td>
<td>Carbon monoxide</td>
<td>0.03 lb/mmbtu</td>
</tr>
</tbody>
</table>
From the range of heat input values in the above table, we can see that EPA had in mind regulating relatively small boilers with the area source rule. A 10 mmbtu/hr boiler is representative of the size being installed in some school districts, as it is capable of heating more than one building. A 30 mmbtu boiler is the size used by a small sawmill. However, many of the extremely large boilers being built currently are classified as “area” sources. For instance, the Gainesville Renewable Energy Center, a 116 MW (gross; 100 MW net) biomass burner with a 1,359 mmbtu boiler, is considered to be an “area” source, because the project claims it will emit less than 25 tons of hazardous air pollutants (the exact value in the permit is 24.7 tons of HAPs). This massive project, which will burn well over a million tons of wood a year, will therefore not be held to the stricter standards of the “major” source boiler rule.

An important thing to notice about the area source rule is that while EPA set limits for mercury and carbon monoxide for existing and new coal boilers, to which it adds the regulation of PM for new coal boilers, new biomass boilers are only required to meet PM standards, and there are no standards at all for existing biomass boilers.

### Information on air pollutants

**Nitrogen dioxide**

Nitrogen dioxide (NO₂) is the indicator species for the NOx group of gases, which includes nitrous acid and nitric acid. It primarily forms when fuels are burned at high temperatures. These acidic gases directly impact respiratory health, and also contribute to formation of ozone and condensable particulate matter. Nationwide, the majority of NO₂ is from the transportation sector, but utilities and other sources of combustion account for about 34% of total emissions.

As of January 2010, EPA set a new 1-hour standard for NO₂ of 100 ppb in ambient air, and retained the annual average pollution standard of 53 ppb.

**Ozone**
A principle component of smog, ground level ozone is formed when nitrogen oxides (NOx), volatile organic compounds (VOCs), carbon monoxide (CO), and methane react, energized by UV light. The main sources of NOx and VOCs are industrial facilities, electric utilities, motor vehicle exhaust, gasoline vapors, and chemical solvents. As a highly reactive oxidant gas, ozone aggravates the airways, causing respiratory distress and exacerbating asthma. It also damages vegetation and is increasingly recognized as a threat to forest health.

EPA has proposed revising its eight-hour standard for ozone from 0.075 ppm to 0.06 – 0.07 ppm, acknowledging that the ozone standards set in 2008 were not as protective as recommended by EPA’s panel of science advisors, the Clean Air Scientific Advisory Committee (CASAC). EPA has also proposed a new “seasonal secondary standard” for ozone exposure that represents cumulative exposure during peak ozone season.

**Sulfur dioxide (SO2)**

Sulfur dioxide (SO2) exposure causes breathing difficulty for people with asthma, and is also implicated in regional haze and acid rain formation. A recent EPA risk assessment for SO2 concludes that definite health risks to asthmatics occur at concentrations significantly lower than the current 24-hour health standard for SO2. The document further notes that “over 20 million people in the U.S. have asthma, and therefore, exposure to SO2 likely represents a significant health issue.” The main sources of SO2 are fossil fuel combustion at power plants and industrial facilities. Along with its direct effects, SO2 also contributes to the formation of fine particulate matter. EPA concluded that a new SO2 standard with a 1-hour averaging time would be more protective. As of June 2, 2010, EPA strengthened the NAAQS for SO2 by adding a 1-hour standard set at 75 ppb.

**PM**

Fine particle emissions arise from both direct ash emissions from combustion at energy plants, but also from emissions of sulfur dioxide, nitrogen oxides, ammonia, and volatile organic compounds. Particulate air pollution has long been known to be associated with increased cardiopulmonary symptoms, asthma attacks, days lost from work due to respiratory disease, emergency room visits, hospitalization rates, and mortality. Two size classes are recognized in regulatory schemes: PM10 and PM2.5, with the numeric value referring to the particle size in microns (a micron is one millionth of a meter). There is no current health standard for PM10; EPA’s 24-hour and annual exposure standards for PM2.5 are 35 micrograms per cubic meter (µg/m³) and 15 µg/m³. EPA’s most recent risk assessment for PM acknowledges that the current standards are insufficiently protective and indicates that the agency will be lowering the National Ambient Air Quality Standards (NAAQS) for PM2.5 once more.

The classes of particulate matter classed as “black carbon” are implicated in a recent study as having up to 60% of the climate warming effect of CO2, by both creating “brown clouds” and darkening and thus increasing the heat absorption of snow and ice in polar regions. Controlling soot emissions and thus lessening albedo effects may thus be an even faster way to mitigate sea ice melting than controlling greenhouse gas emissions. A recent UN report found that controlling black carbon emissions and ozone could dramatically reduce global warming and improve human health.

**Lead**

Lead exposure primarily occurs from paint that has not been remediated. Lead exposure in children is linked to a variety of developmental and neurological problems. A recent study concluded that

“long-term trends in population exposure to gasoline lead were found to be remarkably consistent with subsequent changes in violent crime and unwed pregnancy. Long-term trends in paint and gasoline lead exposure are also strongly associated with subsequent trends in murder rates going back to 1900. The findings on violent crime and unwed pregnancy are consistent with published data describing the relationship between IQ and social behavior. The findings with respect to violent crime are also consistent with studies indicating that children with higher bone lead tend to display more aggressive and delinquent behavior. This analysis demonstrates that widespread exposure to lead is likely to have profound implications for a wide array of socially undesirable outcomes.”

EPA recently dropped the NAAQS for lead from 1.5 µg/m3 to 0.15 µg/m3.
Carbon monoxide (CO)
Carbon monoxide is a product of incomplete combustion that when inhaled, interferes with oxygen absorption in the blood. Emissions of CO from biomass boilers generally increase with fuel moisture; “good combustion practices” are frequently cited as the best control for CO emissions. Carbon monoxide can accumulate in closed spaces and could be a problem in the vicinity of improperly ventilated combustion sources. Carbon monoxide is treated under EPA’s “boiler rule” as a proxy for certain organic toxics that are assumed to increase as CO emissions increase.

Hazardous air pollutants
Hazardous air pollutants (HAPs) is the group name for 187 compounds which are known to have highly harmful health or environmental effects. The list includes metals like chromium, lead, and mercury, as well as compounds like dioxins (products of combustion that are widely considered to be among the most toxic chemicals known), benzene (a constituent of gasoline) and formaldehyde. EPA has classified two HAPs as human carcinogens (arsenic and the hexavalent form of chromium, CrVI) and four as probable human carcinogens (cadmium, lead, dioxins/furans, and nickel). All of these HAPs, as well as others, can be emitted in significant amounts by biomass energy facilities that burn “urban wood” as fuel, which contains lead-painted wood, wood treated with copper chromium arsenate, and non-wood materials that exacerbate dioxin/furan formation. Monitoring for these pollutants is rare, but emission levels can be high in the vicinity of specific emitters.

Arsenic
Considered a human carcinogen by EPA, arsenic is highly toxic, and is a principle component of copper-chromium-arsenate (CCA) mixture that was used for pressure-treating lumber. Facilities that proposed to burn waste wood generally rely on visual sorting techniques to remove arsenic-containing pressure-treated wood from the CDD that it burns. However, such detection can be difficult, as noted by the Massachusetts Department of Environmental Protection website, which states

“You can usually recognize pressure treated wood by its greenish tint, especially on the cut end, and staple-sized slits that line the wood. However, the greenish tint fades with time, and not all pressure treated wood has the slits”.

Chromium
Chromium is also a constituent of pressure-treated wood, and is toxic, particularly in the hexavalent form (CR VI). EPA’s website states: “The respiratory tract is the major target organ for chromium (VI) toxicity, for acute (short-term) and chronic (long-term) inhalation exposures. Shortness of breath, coughing, and wheezing were reported from a case of acute exposure to chromium (VI), while perforations and ulcerations of the septum, bronchitis, decreased pulmonary function, pneumonia, and other respiratory effects have been noted from chronic exposure. Human studies have clearly established that inhaled chromium (VI) is a human carcinogen, resulting in an increased risk of lung cancer. Animal studies have shown hexavalent chromium to cause lung tumors via inhalation exposure.” EPA’s conversion constant for the proportion of total chromium from biomass burning that is emitted in the hexavalent form is 56%.

Mercury
Mercury is a significant and dangerous contaminant that damages neurological development and other organ functions. It accumulates up food chains, presenting the greatest threat to humans and fish-eating birds like loons. Mercury is transported in the atmosphere but a significant amount from a point source can be deposited nearby, contaminating soils and water bodies. Biomass burning can emit surprisingly high amounts of mercury; for instance, the 21.5 MW Hu Honua facility planned in Hawaii would emit about 10 lb of mercury per year. This emissions rate is about 0.053 lb/kWh, more than 21 times the 0.0025 lb/kWh emissions rate at the Mount Tom coal plant in Holyoke, Massachusetts. To be sure, the rate at the coal plant is this low because the facility has installed expensive emissions control equipment – equipment that biomass developers refuse to install because it is not “cost effective”.

Attachment: PUBLIC INPUT: Email from Evie Wilson 7-5-2018 (8381 : Appeal No. 2018-051 - Biomass)
Dioxins/furans

Dioxins/furans are “persistent, bioaccumulative, and toxic” (PBT) compounds that are created as by-products of chemical manufacturing, and also from combustion. Dioxin/furans are known to affect hormone levels and functions, as well as affecting fetal development, the immune system, and reproduction. They are toxic at levels that already exist in the environment. EPA states: “Because dioxins are widely distributed throughout the environment in low concentrations, are persistent and bioaccumulated, most people have detectable levels of dioxins in their tissues. These levels, in the low parts per trillion, have accumulated over a lifetime and will persist for years, even if no additional exposure were to occur. This background exposure is likely to result in an increased risk of cancer and is uncomfortably close to levels that can cause subtle adverse non-cancer effects in animals and humans.”
Hi Steve. Here are transcripts of the testimony of Ken Schmidt, Fred Tornatore and one answer from Christiana Darlington from the February Planning Commission Meeting. They address the water and air quality concerns in the appeal as well as the BioMat process and might be useful to the Supervisors in their packets.

I am not a professional transcriber, so I apologize in advance for any errors, but I believe I have captured the information accurately.

Thanks,
Melinda

On Fri, Jul 6, 2018 at 10:28 AM, Steve Engfer <sengfer@mariposacounty.org> wrote:

Hello,

RE: Appeal 2018-051

The Board of Supervisors Hearing agenda packet for Appeal No. 2018-051 is now available at:


It is Agenda Item L. 2:00 Pm Reconvene, 1. PUBLIC HEARING: Appeal 2018-051 Appeal of Planning Commission Approval of Conditional Use Permit (CUP) No. 2017-117 (Mariposa Biomass Project) Ruth Sellers Et. Al., Appellant

As a courtesy reminder the hearing is:

July 10, 2018 at 2 pm. The location of the hearing is at the Mariposa County Board of Supervisors Chambers, 5100 Bullion Street, Mariposa CA 95338.
Thank you.

Steve Engfer
Senior Planner, Mariposa Planning
P.O. Box 2039 • 5100 Bullion Street Mariposa CA • 95338
(209) 742-1250 • Fax (209) 742-5024
sengfer@mariposacounty.org

www.mariposacounty.org/planning
Transcript of Mariposa County Planning Commission Meeting
February 23, 2018

Item B. 2018-PCRES-6: Resolution Adopting a Subsequent Mitigated Negative Declaration, and Approving the Mariposa Biomass Project, Conditional Use Permit (CUP) No. 2017-117 with Findings, Conditions, and Mitigation Measures

Testimony of Dr. Ken Schmidt:
I am a Hydro-geologist from Fresno. I have a Bachelor’s in geology and a Master’s and PhD in hydrology from the University of Arizona. I have about 52 yrs of experience. I’ve been working a lot in the mountains and foothills since the early 1970s, mostly in Fresno, Madera, and Mariposa counties. And I’ve done a lot of these studies including the groundwater studies for the proposed Princeton Ranch area southeast of the airport. I wanted to put one thing in perspective. We can talk about these jug containers and how much water they hold but there’s two things up here that are much larger than anything else and it’s how much rain, or precipitation we would call it, the rain and the melted snowfall, which I think averages about 28” inches in this area which is a lot of water when you start talking about gallon containers. The other is what plants you use, so the amount of water in an area like this is what plants are here and how much water they use. Now I learned in school at Fresno State in the early 1960s and at the University of Arizona how to determine when you pump a well how far away will it draw water from and these tests are based on theories that were developed in the 1930s. It’s not something brand new and it’s something I’ve been doing for a long time, but one thing I never done until this project, this is my first experience, is calculate the draw-down from pumping a well at 1.5 gallons per minute. It’s the lowest thing I’ve ever done in my life, even in a hard rock area.

But we went and did a pump test where we could determine the parameter that’s a crucial parameter to estimate draw down and that’s called transmissivity¹. We didn’t know what that was but I’ve seen values in a lot of hard rock areas where we work, thousands of values, but we needed to do a test to determine transmissivity. And the purpose of this was to allow us to determine if a well is pumped at a certain rate what will the drawdown be at different distances away after so many days of pumping. And I looked at this and after I think 180 days of pumping and the reason for that is these theories we use to calculate draw down are for the absence of recharge. They don’t pertain in the winter when there’s water running over the ground and there’s recharge going on, so we look at periods when there’s no recharge occurring. But this came out to have an insignificant draw down at the closest wells to this site.

Q: Did you do the draw down test near this site, did you say?
A: We had the well tested, that’s the subject well we’ve been talking about where the water supply would come from.
Q: And you did the draw down test there?
A: Draw down and recovery test, yes.

Q: And it was sufficient water, could you tell?
A: Well the purpose of this was to determine what is the transmissivity so we can estimate the draw down and recovery. But I don’t think there’s any question that this well can do a gallon and a half per minute. There’s not any question about that.

Q: And your test happened in August or September?
A: It was in September. It’s a good time. It’s kind of what the government when we do studies would ideally like you to do it in the Fall in the hard rock.

Q: And you saw no impact on neighboring wells and recovery was quick?
A: There aren’t any well close enough to be impacted during this test so what we’re trying to do is, uh, the purpose of doing pump tests at greater distances and long time periods – like instead of 1 day it’s 160 days – is to calculate transmissivity. And after pumping this well for 180 days it would not affect the well 700 feet away.

1 Transmissivity is a measure of how much water can be transmitted horizontally, such as to a pumping well.

Testimony of Fred Tornatore, TSS Consultants:
Q: Is there really enough feedstock from the valley. Pg 136
A: Although I did not personally do this study, I have some familiarity with it and have done others. A feedstock assessment plan was done. We spent a lot of time up here. In the woods interviewing land managers both on the federal side and the state side, we interviewed the landfill manager, there past amounts of material and what they project for the future and the numbers in the report are based on that. The report is based both on our interviews and our experience. We’ve done several hundred feedstock studies throughout the western United States so we feel that we’re pretty good at doing it. The numbers in there are our based on our experience that that is available. The sphere of influence is 30 miles for this study. We’re trying to keep the impact down and the fuel costs down and the number of trucks down, that’s why there are more of these plants needed because there’s a 30-mile sphere of influence to keep the impact down and this is the first one.

A: I prepared the air quality and greenhouse gas analysis for this project. The first thing I want to point out is that and sort of reiterate that this is a gasification technology; it’s not a direct combustion. The ones that you see in the Valley the old dirty plants are direct combustion, old technology, had emission controls at the time that were appropriate but times have changed. This is a gasifier. Here the material is not combusted, it is turned into a gas and put into an IC engine (internal combustion) that has emission controls on it.
I want to point out that the values that we use for the emissions on the IC engine, which is a GE Jenbacher, there's probably 1000s of those operating right now in the world. I got the emissions numbers from them based upon hundreds of source tests that they've done over the years with natural gas and the syngas is pretty darn close. So we use those numbers and the other thing that has to be done is that Jenbacher has tested syngas for I would say probably, at least 2000 hours on these types of engines because that's what's required to get a warranty for the engine, is to know that that engine can properly operate on whatever type of fuel you're putting in it and syngas is a fuel. Ok?

The second thing is on the air permit. The first permit we get is the Authority to Construct. That is the pre-construction permit that's what we base all this air analysis on using information that we've acquired from the manufacturer or other projects. And then after we get the authority to construct and build the plant, the Air District requires a source test where they will do a source test on the engine and the flare to confirm that yes indeed, they are meeting those specifications that are in their permit. Ok?

And the flare only operates very infrequently. In fact in the analysis I did, I put it at 500 hours which is a tremendous amount of hours for a flare to operate with a gasifier. Unlike other systems like a refinery and stuff the gasifier if there's an emergency - it's really an emergency flare that we're looking at - if there's an emergency where the engine can't take the gas it goes to the flare. The gas fire can then be turned off. And it can be turned off pretty quickly, and whatever little gas is left in there will obviously be in the flare. So we calculated all these numbers at a very conservative level. When we do these analyses, we don't use the low numbers we use the higher numbers so we can see what it could be and then we feel very confident that the engine and the flare will make those numbers.

On the record keeping, there are monitors that can be installed to monitor the oxygen and if you monitor the oxygen you can find out a lot about the CO. And being a gasification unit there's almost zero particulate matter, so that's not going to come out of the engine. And then on the NOx, we are controlling the NOx with selective catalytic reduction which reduces the NOx by up to 96% of what that engine would have without the SCR unit on it. And that SCR unit has a log that can be automatically kept and if the Air District wants to monitor that, they can. And the Air District representative is going to talk a little bit about that after me.

Q: You go through gasification process, the net result of which is syngas which goes through an engine, existing technology, nothing new about that. What happens inside whatever container…- how does gasification work?

A: Wow. Basically what gasification does is it heats up the material, under a bit of pressure and heat up to several hundred degrees or more in the absence, or with
very little oxygen. You need oxygen to do combustion -- it's oxidation, obviously the word oxygen is in there. This does not combust that material. It allows the C, H and O -- carbon, hydrogen and oxygen- to come out of there generally as CO2 -- carbon monoxide – and hydrogen. The carbon monoxide and hydrogen are really the syngas. There's a little bit of methane in there too, but it's mostly carbon monoxide and hydrogen which are combustible gases in an engine.....

The thing about the flare is that it's an enclosed flare these types of flares have been used for decades. It's not an open flare like a candle. It's got a shroud around it. Usually they're pretty tall. I think this one is like 30 feet tall about 3 feet in diameter and what it does is it allows for complete combustion of that syngas so that number can even be lower than the engine.

Testimony of Christiana Darlington:
Q: What makes this plant more viable than others throughout the state?
A: Right now there's a requirement from the CPUC to procure 250 megawatts of bioenergy throughout the state of California. 50 megawatts of that has to come through forest waste. This requirement has put in place 20-year Power Purchase Agreements at the price of 19.9 cents per kilowatt hour, so with that price it makes these projects much more lucrative.

The reason that these projects have been supported by the PG&E and CPUC and State Legislature is because they want to see fire reduction activities happen and they want to see a place where that wood waste can go. So that was the impetus for setting up these 20-year Power Purchase Agreements. That is in place. The program is called the BioMat....

1 Transmissivity is a measure of how much water can be transmitted horizontally, such as to a pumping well.
Hi, Rene. I regret I am unable to attend this morning’s Board meeting; I’ve been traveling for the past two weeks and still am not home. Nor has it been feasible for me to write a letter of support while traveling. However, I want to go on record as a strong supporter of this project—a win-win for Mariposa County citizens—and urge the Board to deny the appeal under consideration and give its final seal of approval to this project. Many thanks for accepting this statement of support.

Len McKenzie

Sent from my iPhone
To: Steve Engfer  
Associate Planner  
Mariposa County  

Subject: Comments on Appeal No. 2018-051 Regarding Proposed Biomass Plant, Conditional Use Permit 2017-011, 5673 Copper Leaf Dr., Mariposa, CA 95338, APN 012-050-066 and 012-050-067

We support Appeal No. 2018-051 in our objection to the proposed Biomass Plant at the above referenced address in the Mariposa Industrial Park. In February 2018 we brought up several of our concerns, including water use and its impact on surrounding wells, many of which are currently operating on minimal supplies, fire hazards in near proximity to a propane tank farm, unsustainable energy production rates, economic viability, closures of other biomass plants in California for these or similar reasons as well as EPA fines, noise and light pollution. In addition we have concerns regarding the following.

1. Emissions:
   
   The “Air Quality and Greenhouse Gas Analysis for the Mariposa Biomass Project” prepared on November 23, 2017 by TSS Consultants is flawed for the following reasons.

   a. The study repeatedly concludes that air pollution will be reduced because the proposed biomass plant will produce cleaner emissions than burning the same 12,000 BDT of woody biomass on-site (“pile and burn”). However, the majority of the dead or dying trees in the county are not burned, but rather chipped on-site or left to decompose. Therefore, the proposed biomass plant will actually increase harmful emissions both from the plant itself and from the transport of the material to the plant, rather than reduce them. Even if woody biomass is burned on-site, the study ignores the effect of dispersion of such emissions from small piles distributed over large distances. It also ignores that fact that emissions from the plant would be continuous over the year, including hot summer months when burning is not allowed. Instead, the biomass emissions will be settle into low lying areas during the hot summer months with little wind to disperse them, and “cook” the air with the chemical compounds lingering in it.

   b. The study maps the increased cancer risk and non-carcinogenic health risks and states that they are insignificant because the project emissions are below the MCAPCD thresholds, although Mariposa County has not adopted thresholds. A threshold level of 100 tons per year (TPY) for each of the pollutants was used. However, Placer County’s “Thresholds of Significance” lists thresholds for Operational Cumulative emissions for a determination of significant impact for NOx at 55 lbs/day (10 TPY) and PM10 at 82 lbs/day (15 TPY), well below the levels used in the report. The report calculates the emissions of these pollutants
as 19.30 and 5.77 lb/day, respectively, which is below these threshold levels, but the county should adopt thresholds consistent with other mountain communities.

c. The study ignores sensitive groups living near the proposed plant. Directly across the highway from the proposed site there are families with several small children, many younger than school age who will be exposed to the emissions 24 hrs/day all year long. The nearest of these is within approximately 600 feet of the proposed plant, well within the distance mapped for “chronic (defined as prolonged exposure) maximum health index”. Additionally, there are many residences within the distance shown on the map (Figure 3) as the location of the “Cancer MEIR and Acute (defined as brief exposure) Maximum Health Index”. Many of these residences have young children as well, one is a daycare, and many have residents who are older or have asthma or other respiratory issues and vulnerable to even slight increases in pollutants and particulate matter in the air. Yet, the study inaccurately states that “the nearest sensitive receptors (residences) are over 1,000 feet to the northeast. The study also ignores the chronic exposure of the workers at the SPCA, the landfill, the auto repair company, or the other surrounding businesses, and the exposure of the public visiting these facilities. In a 2015 San Joaquin Valley Unified Air Pollution Control District staff report prepared in response to a California State’s implementation of AB2588, it is stated that a “10 in a million cumulative cancer risk for the facility triggers notification to impacted individual residences and work places.” This same report also states that “the District will not approve projects that result in a 20 in a million greater cancer risk” and that “projects that result in a 20 in a million or greater cancer risk should be considered to have a significant air quality impact”.

d. It is not evident in the report that the analysis takes into account the upslope and downslope foothill wind patterns. Upslope winds will send pollutants towards the town. Downslope winds will send pollutants towards the airport and Mount Bullion. Do the emission maps account for this? It states that a station in Madera is used, but this location may not be in the foothills and therefore have different wind patterns.

e. The emissions from trucking will be much higher than estimated (see below under Feedstock).

f. The report states that odors will be minimal, yet other biomass facilities in the Central Valley are reported to have “acrid smelling fog”.

2. Feedstock:

a. The report entitled “Biomass Feedstock Availability Analysis For the Mariposa Biomass Project” dated August 26, 2015 analyzes feedstock within a 50 mile radius of the proposed
project site. It states that 12,015 BDT per year of biomass feedstock will be economically available. However, it states that the optimized blend should include 5% agricultural feedstock as well. This would require transportation and burning of woody debris from the valley. Wear and tear on roads in Mariposa County, as well as the increased heavy truck traffic resulting in air pollution in Mariposa to burn valley wood debris, is inherently objectionable.

b. The feedstock analysis relies heavily on biomass from public lands which would require extensive logging road construction.

c. The feedstock analysis does not take into account the rot that is rapidly making the dead standing trees dangerous to fell.

d. The air quality report used 60 mile round trip distances to compute pollution from trucking the material to the plant. However, material generating from within a 50 mile radius will be traveling much longer than 60 miles since the routes will be very circuitous. Therefore, the emissions will be much greater than calculated.

3. Landfill Capacity:

a. The July 2015 Grand Jury Report stated that the estimated lifespan of the landfill was 7 to 10 years. That was three years ago, so the remaining lifespan is approximately 4 to 7 years. The proposed biomass plant is projected to generate a very large amount of ash, further reducing the landfill lifespan.

4. Traffic:

a. Although the traffic study determined that a left turn lane and deceleration lane is not necessary, we disagree. There have been serious accidents at the Mykleoaks/Hwy 49 and at the landfill/Hwy 49 junction due to high speed traffic on Hwy 49 and limited sight distance. It is also dangerous to turn onto the side roads in this area for the same reason. Adding large logging trucks or chip haulers will create additional hazards.

b. As stated in our previous comments, there are also several children who wait for the school bus at the Mykleoaks intersection, which functions as a bus route turn-around as well.

5. Operational Costs and Long-term Performance:
a. The performance of this plant will rely on skilled operators and budgets that account for the required maintenance. As has been demonstrated many times with the compost facility, wastewater treatment plants, water treatment plants, and even roads, proper maintenance budgets are not likely to be forthcoming. Issues arising from equipment or operational malfunctions will result in poor emission quality and operation that is not cost effective.

We believe the most environmentally responsible method to deal with dead or dying trees is to fell them and leave them to decompose on-site, or chip them and broadcast the chips near the source. This eliminates the fire hazard which creating minimal environmental damage.

Respectfully,
Kelly White, P.E.
Michael Pieper
July 10, 2018

Frank Balajadia  
PO Box 2024  
Mariposa, CA  95338  
209 742 6020  

Mariposa County Board of Supervisors  
Attn: Chairwoman Smallcomb  
5100 Bullion St  
Mariposa, CA  95338  

Members of the Board of Supervisors  

There is a lot of information regarding the Biomass Project leading to some confusion. There are articles in the Gazette regarding how much water is necessary, toxic waste, heavy vehicles travelling county roads and other issues and some of the articles conflict with each other.  

I would suggest that the Board of Supervisors (BOS) provide a clear understanding to the residents of Mariposa County as to the following:  

- How much water is used by the Biomass equipment per day and is it sustainable for the long term use of the project and with an assumption of 20 years as the lifetime use of the Biomass?  
- How much toxic and non toxic waste is generated per day and what will happen to the waste material?  
- What is the cost to the county for the start of the project to the time the Biomass comes on line and becomes fully operational?  
- What is the cost to the county for the Biomass operation after it is on line and fully operational to include equipment maintenance and replacement costs?  
- Will the proceeds of the energy produced be returned to the county and if so, what percentage of the total amount will that be?  
- Will the Biomass produce enough energy to support the county infrastructure? This support would include repair of roads due to the additional heavy vehicles required to move logs and other material, water wells and water transportation, toxic and non toxic waste disposal and transportation and any other county resources used in support of the Biomass project.  

These items of concern should be addressed and presented to the county residents before your decision is made to approve or disapprove the project.  

Thank you  

Frank Balajadia
1. Consistency & Compatibility with PDZ Plan
2. Water Supply & Hydrology/Groundwater Contamination
3. Hazardous Materials
4. Ash, Solid Waste
5. Fuel Supply
6. Noise
7. Significant Environmental Impacts
8. Air Quality
9. Traffic
10. Effect on Fire Services
11. Statements of Opinion
12. Technical Information
Extract from CEQA Review

The following has been extracted from the Supplemental Information that we submitted with our CEQA documents as part of our application for a County Use Permit. It contains the results of our various cultural, biological, botanical, noise and traffic studies, as well as other information on how our propose biomass facility will effect the community.

GENERAL

The project is a nominal 2.4 MW (net) community based bioenergy facility which would be located in the Mariposa Industrial Park at 5673 Copper Leaf Rd as indicated on the Vicinity Map (Attachment A). The facility will utilize approximately 12,000 bdt (bone dry tons) per year of S.B. 1122 compliant, renewable forest biomass in a gasification process to produce a syngas. The syngas will be used to fuel two gas engine generators to produce electricity. In addition, the project will include two organic Rankine cycle heat recovery turbine generators to further increase the power output and make the facility more efficient. Power will be sold to PG&E under the State of California BioMat program. The project intends to enter into a 20 year power purchase agreement with the utility.

The project’s immediate goal is to help address effects of tree mortality by processing 36 bdt per day of dead and down trees from the High Hazard Zone in Mariposa County. In the long term, the facility will process biomass from forest thinning operations associated with maintenance of fuel breaks. By purchasing woodchips, the facility will help offset the cost of fuel break maintenance and provide an alternative to prescribed burns.

OWNERSHIP

The Mariposa Biomass Project (MBP) is a 501(c)3 nonprofit corporation established in 2014 with the primary purpose of developing a bioenergy plant in Mariposa County. MBP owns parcel 4 in the Mariposa Industrial Park and has lease option to purchase parcel 3. MBP also has an agreement with Cortus Energy, who will build, own and operate the facility. Cortus Energy is a clean technology company based in Sweden. Under the terms of the agreement with Cortus Energy, MBP will sell parcel 4 and its right to purchase parcel 3 to Cortus Energy upon successful development of the project.

LANDFILL SYNERGY

The project is investigating the possibility of purchasing woodchips from the landfill to supplement the county’s need to divert more waste material away from the landfill in response to California’s 75% diversion goal. The county is also faced with the future possibility of having to close the landfill and haul garbage to another location such as Merced. The bioenergy project can utilize up to 2,400 dry tons per year of non-forest wood waste such as residential green waste. This material could be collected in Merced and back hauled to Mariposa and sold to the bioenergy facility.

Traffic Flow

Should the county go forward with the compost operation at the landfill, the project has been advised that the compost process needs approximately 1 ton per day of ash. The 2,000 lbs
project might be able to support this requirement by providing wood ash from the bioenergy project.

**TECHNOLOGY/OBJECTIVES**

The technology to be implemented is the WoodRoll process, a 2-state thermochemical biomass-to-energy conversion process. Cortus Energy, who will build, own and operate the facility, has successfully completed bench scale testing and pilot plant testing. Currently, Cortus Energy is moving forward with two commercial scale facilities, one in Japan and one in Sweden. The Mariposa project will be the first commercial facility in North America.

It is widely known that the biggest challenge facing small-scale bioenergy projects is financial viability. Scaling down of wood fired, conventional steam plants has not proven viable for several reasons including poor efficiency, high capital cost per kW and high labor cost per kW. MBP believes the WoodRoll process developed by Cortus Energy which produces a clean syngas gas in conjunction with a high degree of automation, is the solution. The goal of this project is to demonstrate, deploy, and optimize a forest bioenergy technology and assess the performance characteristics and best practices of Wood Waste from Forest Management (WFM) feedstock. **Project objectives are to:**

- Successfully implement California’s first small-scale WFM bioenergy facility producing 2.4 MW (net) of renewable energy from forest biomass
- Reduce operational costs by using an indirect heating process to produce a cleaner syngas thus reducing engine maintenance costs and unscheduled outages
- Reduce fuel costs by demonstrating heat rates in the 12,000 Btu/kW hr range.
- Increase operating revenue by demonstrating capacity factors in excess of 90%
- Reduce operating staff by automation and remote monitoring
- Reduce greenhouse gas and particulate emissions by diverting biomass from burn piles and controlled burns and utilizing the biomass as an energy resource in a controlled environment

**Extract biochar to be tested for suitability as a substitute for activated carbon used in water treatment facilities. Biochar activation is to be accomplished at UC Merced and in situ testing is to be done at the Mariposa Water Treatment Plant**
WOODCHIP STORAGE

Parcel 3 will be graded in accordance with the Preliminary Grading Plan (Attachment E) to create a level space on which to store woodchips. Woodchip storage is governed by the 2013 edition of the California Fire Code, Chapter 28. The code limits the height, width and length of the piles as well as pile separation and fire truck access.

The project intends to limit the pile height to 15 ft, which results in approximately 24 days of storage. The project will implement a first in first out strategy to simplify the material handling process. Additional storage will be provided "in field", where the material is collected and processed.

EMPLOYMENT
During its first years of operation, the project will likely provide year around employment for eight operators, one manager and one office administrator. In addition, the project will provide work for truck drivers, tree cutters, chipper operators and maintenance workers.

STAFFING/PARKING
The facility will operate 24 hours per day, seven days per week and will initially employ a fulltime staff of 10. This assumes 2 operators per 8 hour shift and 1 additional maintenance worker and 1 administrator. As operation experience is developed staffing requirements may be reduced to 6 or 7.

During daytime hours, a maximum staff of 4 will be on site. A total of 5 parking spaces are proposed each 9 ft by 20 ft as indicated on the Preliminary Grading Plan (Attachment E). Public access is not anticipated.

TRAFFIC
The project will process approximately 37 bone dry tons of biomass each day. Truck deliveries will be limited to 7 AM to 5 PM, six days per week. The bulk of the material will be delivered in 45 ft long, 100 cyd self unloading chip trailers. These enclosed trailers have a conveying floor that automatically moves the woodchips out then back of the trailer. Each trailer can transport approximately 20 tons of woodchips (wet), which equates to about 12 tons (dry).

In addition, the project would accept woodchips from local chippers that would deliver chips in 8 cyd dump trucks. This would include suppliers such as the Fire Safe Council, Trees Inc.,...
Goodman and Cole, etc. In all cases the wood material source of origin would need to be verified in order to be SB 1122 compliant as a renewable source.

The project will require monthly deliveries of propane, nitrogen, diesel fuel and other operation and maintenance materials. The project will need to truck ash to the landfill, which will average one truck load per week.

The project estimates an average of 3 to 4 chip trailers deliveries per day in addition to 8 to 10 small dump truck deliveries per day. There are no plans to allow residential disposal of material at the facility.

A complete traffic study was prepared by TKJM Consultants and is included as Attachment I.

Quote from the Traffic Study:

"The proposed Project would increase traffic through the intersection of CA-49 and Mykleoaks Road/Gold Leaf Road by seven trips during the a.m. peak hour and seven trips during the p.m. peak hour, a change of less than three percent. This is a small change in traffic volume and would have virtually no impact on the level of service of the study intersection. Simulations run using peak hour volumes indicated that the project would also have minimal impact on queueing."

The study concluded that the increased traffic will be insignificant. The study, however, recommended that the intersection of Gold Leaf Road and Highway 49 be improved to provide a better turning radius for trucks exiting Highway 49 south bound onto Gold Leaf Road. The project intends to implement this recommendation.

**NEW STRUCTURES**

Several new structures would be constructed on the existing pad on parcel 4 as indicated on the Site Plan, Attachment C. No structures are planned on parcel 3. Weigh scale operation will be automated through a key card system.

The estimated square footages of the structures are as follows:

1. Gasification Facility Enclosure: 3,060 sf
2. Engine Generator Enclosure: 1200 sf
3. Biomass Pocket (Feed Conveyor): 1,250 sf
4. Control Room: 500 sf
5. Storage Building: 450 sf
6. Electrical Switchgear/Transformers: 360 sf
7. Fire Water Storage Tank: 450 sf
8. Ash Storage Bin: 150 sf
9. Nitrogen Tank: 150 sf
10. Propane Tank: 200 sf
11. Flare: 150 sf
A total of 8,600 sf of the property will be covered by structures, which equates to less than 4% of the project site.

SITE ACCESS
Site access is from Highway 49 on to Gold Leaf Drive and then a right turn on Copper Leaf Dr. Copper Leaf Dr. is not a county maintained road. Delivery trucks will enter parcel 3 through a new driveway. The drive way will include a weigh scale. The trucks will be weighed, then directed where to dump their material and then use the turn around at the end of the driveway to exit the facility after they are again weighed. Truck access to the upper lot is over the existing driveway and is primarily for propane, nitrogen and diesel fuel deliveries as well as for staff parking.

It should also be noted that the line of site access onto Highway 49 from Gold Leaf Dr, is more than 600 feet in either direction.

NOISE
The noise regulations applicable to the industrial park are 75 dBA at internal property lines and 55 dBA at Highway 49. The main source of noise from the bioenergy plant is the engine generator. The engine generators will be located in sound attenuating enclosures to ensure that the noise level at Highway 49 will not exceed 55 dBA and will not exceed 75 dBA at the property lines.

The other major source of noise is the frontend loader and chip trucks that deliver biomass to the facility. The feed system is designed to hold 16 hours of inventory, before it needs to be refilled by the frontend loader. This will insure that the frontend loader operation will be limited to 12 hours/day (during day light hours only). Truck deliveries will be limited to 7 AM to 5 PM, six days a week, Monday through Saturday.

A Noise Study was prepared by Bollard and Associates and is included as Attachment J. The study concluded that the noise generated by the facility will not exceed the noise limits applicable to the industrial park. In addition, the study evaluated the noise impact on the residences in Mykleoaks. Even though the night time noise levels measured at the nearest residences are very low (~40 dBA), the study concluded there should be no noticeable increase in noise levels as a result of the operation of the bioenergy facility.

Quote from the Noise Study:

"The noise generation of the proposed project is predicted to be satisfactory relative to both the noise standards of the Mariposa Industrial Park and CEQA guidelines during both daytime and nighttime conditions, for both onsite operations and off-site traffic. As a result, no adverse noise impacts are identified for this project, and no noise mitigation measures would be warranted at this time."

HAZARDOUS MATERIALS
The following hazardous materials will be stored on site:
- Propane: 20 tons or 10,420 gal
- Nitrogen: 20 tons or 6000 gal
- Diesel: 1000 gal
- Engine Lube Oil: 700 gal (storage)
- Engine Lube Oil: 342 gal (engine crankcase)
- Misc. Lube Oil: 250 gal
- Coolant (glycol): 250 gal (storage)
Coolant (glycol): 250 gal (cooling circuit)
Urea: 250 gal (for SCR)

There will be no underground storage of hazardous liquids on site.
Note: If total volume of petroleum liquid exceeds 1320 gallons, then it falls under APSA.

VISUAL

![Diagram of the facility](image)

**Height:**
Ordinance 696 limits building heights to 45 ft and utility structures to 75 ft. The tallest building on the site is the gasifier enclosure, which is 40 ft high. The tallest utility structures are the safety flare, 23 ft and the main stack, which is 66 ft high. An elevation view of the facility as viewed from the north (Highway 49) is included as Attachment D.

**Color:**
The equipment will be painted an earth tone color to comply with Ordinance 696

**AIRPORT**
The project is located approximately 6,500 ft from the east end of the runway serving the Mariposa County Airport.

**LIGHTING**
The project will operate 24 hours per day and will therefore, require safety lighting around the plant. The exact location and wattage of the lighting will not be known until the plant is designed in detail and drawings are submitted to the Building Department for review. There will be no lighting in the woodchip storage area. Lighting around the plant will be shielded and directed downward to minimize any impact on the neighbors. Lighting which may be required for maintenance or repair of outdoor equipment will only be turned on when necessary and only temporarily.

**FLARE**
The safety flare pilot flame is shielded from view and will not be seen under normal operation. However, during plant startup, plant shutdown and during a safety situation that requires immediate shutdown of the gas engine generator, syngas will temporarily be bypassed through the safety flare and a flame will be visible on the top of the flare stack.

**WATER**
Water will be supplied to the project from an existing community well on parcel 1. The well’s capacity at the time of initial operation was 20 gpm. The well serves parcels 1 through 4. The project will use an average of 1.5 gpm of well water in the production of
that fuels the gas engine generators to produce electricity. The project will include a condensate recycle system to collect the moisture that evaporates off the wood and minimize the water usage at the facility.

**WASTEWATER**
The condensate wastewater stream is limited to a small quantity of liquid (1 kg/hr) that is mixed with ash to create a sludge. A total of 60 lbs per day of sludge will be generated by the facility. The sludge will be disposed of at the landfill.

Sanitary waste will be disposed of through the existing community septic system on parcel 4. The septic system has a capacity of 20 people per day.

Parcel 3 has an area set aside for a septic system to serve parcels 2 and 3. The project proposes to connect parcel 2 to the community septic system on parcel 4. The project intends to install the piping to connect parcel 3 to the community septic system as part of this project.

**SOLID WASTE**
The project will generate approximately 1.2 tpd (tons per day) of dry ash. The ash will be similar in nature to the ash generated by the curtain burners currently being used at the landfill. The project intends to dispose of this ash in the landfill.

It should be noted that the ash is high in minerals that are beneficial to plant growth. Therefore, alternate methods of disposal (compost additive) are under consideration. In Europe, it is common practice to return the ash to the forests.

**BOTANICAL**

The project has hired Natural Investigations to perform a botanical survey of the project site. The results of that survey are included in Attachment G. There were no significant findings as a result of the survey.

**BIOLOGICAL**
The project has hired Natural Investigations to perform a biological survey of the project site. The results of that survey are included as Attachment F. There were no significant findings as a result of the survey.

**CULTURAL RESOURCES**
The project has hired Natural Investigations to perform a cultural resources survey of the project site. The results of that survey are included as Attachment H. There were no significant findings as a result of the survey.

**GRADING**
To create level space on which to store the biomass, the project proposes to grade parcel 3 in accordance with the Preliminary Grading Plan (Attachment E). As indicated on the Site Survey drawing (Attachment B), there is a seasonal creek that runs along the north side of the property. The project expects that rip rap will likely be required along the base of the fill, which boarders the seasonal creek to ensure the stability of the fill material. The estimated quantity of material to be moved and recompacted is approximately 10,000 cyds.

**FIRE PROTECTION**
The Mariposa County Fire Department has jurisdiction over this site. The project includes a 100,000 gal fire water storage tank located in the southwest corner of parcel 4. Hydrants will be located as required by fire department.
Fire apparatus access to the wood chip piles is along the 30 ft wide driveway and turn around at the end of the driveway. Fire truck access to the bioenergy facility is along the existing driveway that services parcel 4 and a hammer head turn around between the nitrogen storage tank and the engine generator building.

By limiting the woodchip storage pile capacity to 24 days, the danger of spontaneous combustion of the woodchips is greatly minimized.

**AIR EMISSIONS**
The project will file for an Authority to Construct with the Mariposa County Air Pollution Control District. The project has been advised that the BACT (Best Available Control Technology) will be applied to the project.

The project has 2 stationary point sources: The main exhaust stack which combines the emissions of the two gas engine generators and woodchip dryer and one safety flare stack. The project intends to use GE Jenbacher, type 6 gas engine generators equipment with SCR's for NOx control and CO catalysts for increased CO emission reduction.

In addition, the air permit application will address greenhouse gas emissions as well as net emissions with and without the project. The air permit will also account for emissions associated with the construction of the facility as well as emissions associated with the collection, transport and processing of the wood chips.

Copyright 2014-2018 Mariposa Biomass Project

From our bylaws: The Mariposa Biomass Project (Corporation) shall not discriminate against any director, officer, employee, applicant, or participant on the basis of sex, race, color, ethnicity, or national origin.
Morrise Landfill from Morrise
National Forestry President

Can't accept from private farm areas

16 win

Water please map

Bottom line is - This Power Plant does not meet the PDZ requirements

PLANE DEVELOPMENT ZONE
Fire is here to stay: how we need to adapt

- Wild fire is inevitable, we can help
- Prescribed fire is needed, risk is necessary
- Open Pile burning should be disposal method of last resort

Criteria Pollutant Reduction

Open Pile burn vs. traditional biomass
## EXTERNAL ANALYSIS – Inorganic (Other)

<table>
<thead>
<tr>
<th>Biomass</th>
<th>Bark (reference)</th>
<th>Wood chips (reference)</th>
<th>Ponderosa Pine</th>
<th>Ponderosa Pine (dead trees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total inorganic (mg/kg ds)</td>
<td>16677.7</td>
<td>2496.1</td>
<td>7076.3</td>
<td>8225.9</td>
</tr>
<tr>
<td>Iron (Fe) (mg/kg, ds)</td>
<td>355.2</td>
<td>48.9</td>
<td>258.0</td>
<td>251.0</td>
</tr>
<tr>
<td>Manganese (Mn) (mg/kg, ds)</td>
<td>949.0</td>
<td>171.0</td>
<td>615.0</td>
<td>648.0</td>
</tr>
<tr>
<td>Phosphorus (P) (mg/kg, ds)</td>
<td>497.0</td>
<td>62.4</td>
<td>240.0</td>
<td>247.0</td>
</tr>
<tr>
<td>Titanium (Ti) (mg/kg, ds)</td>
<td>31.0</td>
<td>2.0</td>
<td>14.3</td>
<td>13.6</td>
</tr>
<tr>
<td>Arsenic (As) (mg/kg, ds)</td>
<td>0.2</td>
<td>0.1</td>
<td>0.3</td>
<td>0.3</td>
</tr>
<tr>
<td>Barium (Ba) (mg/kg, ds)</td>
<td>101.1</td>
<td>17.2</td>
<td>12.1</td>
<td>22.3</td>
</tr>
<tr>
<td>Lead (Pb) (mg/kg, ds)</td>
<td>1.17</td>
<td>0.50</td>
<td>0.29</td>
<td>0.33</td>
</tr>
<tr>
<td>Boron (B) (mg/kg, ds)</td>
<td>9.34</td>
<td>4.49</td>
<td>5.27</td>
<td>5.02</td>
</tr>
<tr>
<td>Cadmium (Cd) (mg/kg, ds)</td>
<td>0.50</td>
<td>0.12</td>
<td>0.06</td>
<td>0.05</td>
</tr>
<tr>
<td>Cobalt (Co) (mg/kg, ds)</td>
<td>0.33</td>
<td>0.50</td>
<td>0.15</td>
<td>0.14</td>
</tr>
<tr>
<td>Copper (Cu) (mg/kg, ds)</td>
<td>3.84</td>
<td>1.25</td>
<td>2.68</td>
<td>2.45</td>
</tr>
<tr>
<td>Chromium (Cr) (mg/kg, ds)</td>
<td>2.84</td>
<td>0.25</td>
<td>0.76</td>
<td>1.63</td>
</tr>
<tr>
<td>Mercury (Hg) (mg/kg, ds)</td>
<td>0.00</td>
<td>0.01</td>
<td>0.04</td>
<td>0.03</td>
</tr>
<tr>
<td>Molybdenum (Mo) (mg/kg, ds)</td>
<td>0.17</td>
<td>0.02</td>
<td>0.03</td>
<td>0.07</td>
</tr>
<tr>
<td>Nickel (Ni) (mg/kg, ds)</td>
<td>1.67</td>
<td>0.25</td>
<td>0.21</td>
<td>0.46</td>
</tr>
<tr>
<td>Vanadium (V) (mg/kg, ds)</td>
<td>0.67</td>
<td>0.05</td>
<td>0.38</td>
<td>0.46</td>
</tr>
<tr>
<td>Zinc (Zn) (mg/kg, ds)</td>
<td>134.92</td>
<td>12.73</td>
<td>16.10</td>
<td>13.60</td>
</tr>
</tbody>
</table>

- Both the samples have relatively similar elementary composition with the reference fuels.
- No critical issue is found.
Project Description

The Mariposa Biomass Project proposes:

- The construction of a 2.4 MW community based bioenergy facility and woodchip storage yard.
- The facility will include several new structures including a gasification plant, engine generator enclosure, fire water tank, ash storage bin, feed system, electrical equipment enclosure and control room (8,600 square feet of new structures).
- Feedstock storage is proposed to occur on Parcel 3, while the biomass facilities will be located on Parcel 4.
- Access is proposed from Highway 49 No. to Gold Leaf Road, onto Copper Leaf Drive and driveway encroachments on Copper Leaf Drive.
- Access for the delivery trucks will be a new driveway on Parcel 3 six days a week.
- Truck deliveries will be limited to 7am to 5pm, 6 days per week.
- Estimated to receive 3-4 chip trailer deliveries in addition to 8 to 10 small dump truck deliveries per day. The site is not proposed to be a public dump site. There will be no residential drop off of materials at the site.
- The facility will operate 24 hours a day, 7 days a week.
- 8 employees are proposed, although up to 10 employees may be required.
- Water for the project is proposed by a shared well that produced 20 gpm at time of installation. The project applicant states that the project’s water use will be 1.5 gpm.
- 60 pounds per day of sludge will be generated by the facility which is proposed to be disposed of at the landfill.
- 1.2 tons per day of dry ash will be generated by the facility and is proposed to be disposed of at the landfill.

  - The project will establish a bond for the life of the project that would cover the costs associated with the removal of all equipment and buildings, if those structures become a nuisance, are abandoned, or the project has failed. The bond amount will be based on the costs estimated for such removal.

The facility will utilize approximately 12,000 bdt (bone dry tons) per year of sustainably harvested forest biomass in a gasification process to produce a syngas. The syngas will be used to fuel two gas engine generators to produce electricity. Power will be sold to PG&E under the State of California BioMAT program. The project intends to enter into a 20-year Power Purchase Agreement (PPA) with the utility. (Additional project details may also be found in the attached Initial Study).

The project’s immediate goal is to help address effects of tree mortality by processing 36 bdt per day of dead and down trees in chip form from the High Hazard Zone in Mariposa County. In the long term, the facility will process biomass from forest thinning operations associated with maintenance of fuel breaks. By purchasing woodchips, the facility will help offset the cost of fuel break maintenance and provide an alternative to prescribed burns. The project lifespan is projected at 20-30 years, although it could be longer.
A project solid waste/material output plan is required for submittal, and review and approval by the County Environmental Health Division-Local Enforcement Agent and the Public Works Department- Public Works Director prior to grading permit issuance and a final plan approval must occur prior to Certificate of Occupancy for the project. The county shall have the authority to disallow disposal of the solid waste from this project at the landfill at any time.
Appeal No. 2018-051
Appeal of Planning Commission Approval of Conditional Use Permit No. 2017-117 Mariposa Biomass Project

Board of Supervisors Public Hearing 7/10/18

Appellant: Ruth Sellers, Et. Al

Applicant: Mariposa Biomass Project- Jay Johnson
The appeal is of the Planning Commission’s approval of the Mariposa Biomass project Conditional Use Permit (CUP) No. 2017-117, a 2.4 MW Bioenergy Facility and a woodchip storage yard, which is proposed to be located in the Mariposa Industrial Park.
Summary, Background & Previous Project Actions

- Land Use
  - The project site is governed by:
    - Mariposa County General Plan (MCGP)
    - Zoning Ordinance
    - Planned Development Zone (PDZ) PDZ 87-1 (Mariposa Industrial Park)
      - The PDZ establishes its own zoning standards for permitted uses and also development requirements
      - The project required a use permit pursuant to the standards in PDZ 87-1
    - Airport Overlay Zone - Compliance with the Airport Overlay Zoning standards is required of the project.
Summary, Background & Previous Project Actions

- **CEQA**
  - The project was subject to review pursuant to CEQA and an Initial Study and Mitigated Negative Declaration (MND) were prepared and adopted pursuant to CEQA
Project Summary

- A proposed 2.4 MW Bioenergy Facility with support buildings, parking, access and a woodchip storage yard located at the Mariposa Industrial Park.

- Applicant is the Mariposa Biomass Project (MBP)
  - (MBP) is a 501(c) (3) nonprofit corporation
  - Cortus Energy is proposed to build, own and operate the facility. Cortus is based in Sweden.
  - Project Partner is the Mariposa County Resource Conservation District (RCD)
Project Location

- The Project site is located just southerly of the intersection of Highway 49 North and Gold Leaf Drive at 5673 and 5686 Copper Leaf Drive, Mariposa.

- APNs 012-050-066 (2.41 acres) and 012-050-067 (2.86 acres)
  - 5.27 acres total
Site Pictures-
The grounds for appeal include three categories of statements:

1. Specific issues raised by the appellant (appeal topics)
2. Opinions of the appellant
3. Technical Information provided by the appellant
Appeal 2018-051 Topics

1. Consistency & Compatibility with PDZ 87-1 and the General Plan
2. Water Supply & Hydrology/Groundwater Contamination
3. Hazardous Materials
4. Ash, Solid Waste
5. Fuel Supply
6. Noise
7. Significant Environmental Impacts
8. Air Quality
9. Traffic
10. Effect on Fire Services
11. Statements of Opinion
12. Technical Information
Appeal Topic 1- Consistency with PDZ 87-1 and the General Plan

Appellant

- The appellant disputes the Planning Commission’s finding that the Project is compatible with PDZ 87-1.

- The appellant states that all zoning decisions must be consistent with the General Plan.

Staff Response

- The Planning Commission found the proposed use to be consistent with the policies and standards of the General Plan and any applicable specific plan. CUP finding 7 of the Commission Resolution 2018-006 addresses the question.
Appeal Topic 1- Consistency with PDZ 87-1 and the General Plan

Staff Response- Commission Found

- The project parcels are within the PDZ 87-1 Mariposa Industrial Park with a General Plan Land Use classification of Natural Resources, Expanded Mariposa Town Plan Study area.

- The General Plan Land Use Element 5.3.05 Natural Resources States:
  - ‘The Board of Supervisors has determined that parcels within the Natural Resource Land Use Classification on the Land Use Diagram, the existing zoning assigned to that parcel, as of December 1, 2006, is consistent with the Natural Resources land use classification.'
Appeal Topic 1- Consistency with PDZ 87-1 and the General Plan

Staff Response- Commission Found

- PDZ 87-1 Mariposa Industrial Park zoning applicable to the Project site was assigned to the Project Parcels prior to December 1, 2006.

- The PDZ 87-1 zone allows for processing uses and the Project is therefore consistent with the Planned Development Zone and the General Plan.

- There are no specific plans applicable to the project site.
Appeal Topic 1
Consistency with PDZ 87-1 and the General Plan

Appellant

- Disputes Finding 10 of the Planning Commission’s approval; the biomass project is consistent with the PDZ.

- A biomass POWER PLANT (appellant emphasis) is not a consistent use.

- The project’s primary purpose (real purpose) is as a Power Plant.

- Power plants are not addressed or identified in the General Plan.
Appeal Topic 1
Consistency with PDZ 87-1 and the General Plan

Appellant

- General Plan does not provide for Heavy Industrial Zoning
- A limited number of Light Industrial parcels are available
- There are more qualified businesses
Staff Response

The Biomass processing use fits into the following PDZ 87-1 uses as outlined in the following excerpts from PDZ 87-1 Mariposa Industrial Park Section:

- “Section VI. Use Standards, A. Permitted Uses:
  - ... 3. Processing uses- to include, but not limited, to bottling plants, creameries, wineries, laboratories, tire retreading, and cleaning, laundry and dying plants.

- ... 7. Agricultural Product Processing

- ...12. Other- manufacturing, processing, treatment, fabrication or assembly uses similar to those enumerated above.”

The project proposes an agriculture (forest) materials processing use and is similar to the other uses listed above and therefore a permitted use under PDZ 87-1
Planning Commission did not consider “heavy” or “light” industrial use because the text of the PDZ 87-1 does not make a distinction between “heavy” or “light” industrial uses.

The text of PDZ 87-1 (Mariposa Industrial Park) refers to “industrial” in general terms.
What is considered an allowable “industrial” use in the PDZ is defined within the PDZ text itself:

Section VI. Use Standards, A. Permitted Uses:

... 3. Processing uses - to include, but not limited, to bottling plants, creameries, wineries, laboratories, tire retreading, and cleaning, laundry and dying plants.

... 7. Agricultural Product Processing

...12. Other - manufacturing, processing, treatment, fabrication or assembly uses similar to those enumerated above.”
PC Finding 9. States:

“The project proposes an industrial development directly adjacent to existing industrial uses. The Mariposa Industrial Park has been approved by the Board of Supervisors as an appropriate location for INDUSTRIAL (staff emphasis added) activities and specific development standards have been incorporated into the Planned Development Zone to ensure that INDUSTRIAL activity is not detrimental to the neighborhood and County.”
The appellant uses the term “power plant” to describe the project.

- The project description in the Planning Commission staff report includes:
  
  “The Biomass Project proposes to process woody biomass feedstock (woodchips) at the facility using Pyrolysis (thermal decomposition) creating syngas to be used for energy production…”

- “…The construction of a 2.4 MW community based bioenergy facility and woodchip storage yard…”
Appeal Topic 1
Consistency with PDZ 87-1 and the General Plan

- “...The construction of a 2.4 MW community based bioenergy facility and woodchip storage yard...”

- “...The facility will utilize approximately 12,000 bdt (bone dry tons) per year of sustainably harvested forest biomass in a gasification process to produce a syngas. The syngas will be used to fuel two gas engine generators to produce electricity...”

- The project was approved as a processing use as allowed by the PDZ
Appellant Statement

- The hydrology report is inadequate in that it only addresses capacity of well supply water to the biomass plant.

- A more extensive study of the projects impact on the groundwater is warranted.

- Groundwater depletion and contamination from the biochar by-product (powdered ash) of the facility.
Appeal Topic 2 Water Supply & Hydrology/Groundwater Contamination

Staff Response- Groundwater Depletion

- Hydrology study was prepared for the project by Kenneth D. Schmidt and Associates, Groundwater Quality Consultants

- Study describes testing on project well and potential drawdown in the nearest residential well

- The study was reviewed by the Planning Commission and supported their action to adopt the MND for the project.

- The Study concluded that the drawdown in the closest offsite well would be insignificant.
The Initial Study evaluated potential of groundwater contamination resulting from the project.

Evaluation included chemical composition of ash form several species of trees, including pine.

The conclusion was no significant impact was expected with inclusion of mitigation and conditions of approval.
Appeal Topic 3 Hazardous Materials

Appellant Concerns

- Biomass Plant will store excessive amounts of Hazardous Materials on site
- Dumping process of the ash releases a considerable amount of toxic dust in the air
- Appellant submitted OSHA’s Material Safety Data Sheets (MSDS) for Biochar
- Fire Explosion Hazard, reactivity, health hazards and precautions for safe handling and use data.
Staff Response-

- An air quality study was prepared for the project by TSS Consultants and considered by the Planning Commission.
  - Planning staff solicited comments from all affected agencies, including the Mariposa County Air Pollution Control District.

- The Initial Study found the project to have a less than significant impact related to air contaminants.
Staff Response Continued

- The project is required to obtain an "Authority to Construct" permit prior to building permit issuance for the project from the Mariposa County Air Pollution Control District (MCAPCD).

- The project is required to provide a Completed Unified Program Consolidated Forms and Materials Release Response Plan (Business Plan) to the Health Department for review and approval prior to the issuance of a Certificate of Occupancy for the project.
Appeal Topic 4 Ash, Solid Waste

Appellant

- Annual solid waste to the County Landfill of 650 tons of ash and sludge will command the closure of the Landfill by the County sooner than anticipated.
- Question the product that will go to the landfill and likely respiratory equipment needed by the staff
- Concern about the effects on public health long and short term and the likely county costs for dealing with the product

Staff Response

- Solid Waste impacts and ash, including its chemical composition were a part of the Planning Commission project review.
Staff Response-

- Planning Commission’s Condition No. 23 insures appropriate handling of the solid waste with oversight by both the Environmental Health Division of the Health Department and Public Works Department oversight.
Planning Commission Finding 3 determined that adequate provisions were made for solid waste:

- The Project Initial Study evaluated the solid waste outputs and the project will comply with all solid waste laws. Two disposal outputs, non-hazardous ash and sludge will be taken to the Mariposa County Landfill or an appropriately permitted waste facility.

- Conditions of approval require and that an adequate waste handling plan be in place to serve the project site prior to operation.
Appeal Topic 5 Fuel Supply

Appellant

- The facility will use approximately 12,000 “bone dry” tons of harvested forest biomass.

- The appellant is concerned about:
  - the availability of this fuel supply.
  - the cost of and location for wood chipping.
  - about the transportation costs for the chips.
The Planning Commission considered a “Woody Biomass Feedstock Assessment” as part of their review of the project.

The conclusion of the analysis is:

- There are sufficient volumes of forest, urban, and agricultural feedstocks to support a 2 MW bioenergy project at Mariposa.
Appeal Topic 6 Noise

Appellant

- With 25 homes in the Mykleoaks subdivision it is not acceptable to be subject to noise 24 hours a day, 7 days a week.
- The Power Plant will disrupt the accepted and appreciated serenity we property owners bought into.
- It cannot be mitigated.
Staff Response

- The PDZ contains specific standards to address potential noise impacts from uses occurring within the Park.

- The project Initial Study evaluated noise impacts of the project.
The PDZ 87-1 Noise Standards require the following:

“VII. Activity Standards…, A. Noise. Within the Mariposa Industrial Park the following regulations, regarding the production or generation of sound, shall apply:

1. Noise Levels at any interior property line shall not exceed 70dBA level.

2. Noise Levels at the boundary of State Highway 49 North shall not exceed 55dBA.

3. Noise levels at all other external boundaries of the Mariposa Industrial Park shall not exceed the 70 dBA level.”
The Noise Study included in the Initial Study evaluated noise at the nearest residential receptors and also at the property lines of the project site.

The study concluded that the project can operate in compliance with the Mariposa Industrial Park standards.

Mitigation requires the project demonstrate compliance with the required limits.
Appeal Topic 7 Significant Environmental Impacts

Appellant

- The appellant is concerned about conglomerate significant impacts resulting from fuel gathering, chipping, drying, transporting, gas engines, diesel use, etc.
Appeal Topic 7 Significant Environmental Impacts

Staff Response

- The appellant does not provide data to substantiate their concerns.

- The Planning Commission considered detailed reviews of the project relative to environmental topics, prepared by appropriately qualified professionals.

- All agencies with purview over the construction and operation of the facility were provided the opportunity to review and comment on the project.

- The Planning Commission completed requirements established pursuant to the California Environmental Quality Act.
The appellant is concerned:

- the project will be the first “Stationary Source” in Mariposa County, requiring constant monitoring by Air Pollution Control.

- the project may result in the need to hire another County employee.

- the increase of truck exhaust on Highways 49N and 49S and Highway 140 through town.
Staff Response

- An air quality study was prepared for the project and emissions from stationary sources was evaluated.

- The Air Pollution Control District reviewed and commented on the project study.

- The conclusion was that the project’s impact on air quality, including mobile and temporary sources, would be less than significant.
Staff Response

- Furthermore the project is conditioned to insure continued compliance with Health Department and Air Pollution Control District requirements
The appellant states that the review addresses the project’s circulation effects in the project site area, but not countywide.

The Planning Commission considered a traffic study, prepared by TJKM (an appropriately qualified professional consulting firm), that was prepared utilizing all accepted and required protocols.

The study found no significant impact.
Appeal Topic 10 Effect on Fire Services

Appellant Concerns

- The project may impact County Fire, by requiring regular maintenance of its containment vessels and compliance with OSHA requirements.
- County Fire does not have a trained team on stand-by or specialized equipment for this task.
- The nearest known responders are at Jamestown.

Staff Response

- County Fire and CAL FIRE provided comments on the project and this appeal issue was not a concern.
The Planning Commission’s mitigation requires:

- The Project plans include all details necessary to meet County Fire Department and CALFIRE requirements including access, storage tank, hydrant location and a fire flow to meet code requirements.
The appellant provides statements of opinion that do not specifically address an action taken by the Planning Commission in its approval of the CUP, or are not within the Commission’s purview. These are noted:

- Need for facility
- Availability of electricity
- Cost of electricity
- Benefits to local residents
- Technology to be used, and operator (Cortus)
- Funding
- Biochar discussion
Appeal Topic 12 Technical Information

Appellant Statement

- The appellant provides calculations related to the biochar and OSHA’s Material Safety Data Sheet (MSDS).

Staff Response

- These comments are noted.
Conclusion and Recommendation

- Staff recommends that the Board of Supervisors adopt a resolution:
  
  1) Denying Appeal No. 2018-051 based on findings; and
  
  2) Upholding the Planning Commission's approval of Conditional Use Permit (CUP) No. 2017-117 Mariposa Biomass Project with findings, conditions and mitigation measures.
Appeal No. 2018-051 Topics

1. Consistency & Compatibility with PDZ 87-1 and the General Plan
2. Water Supply & Hydrology/Groundwater Contamination
3. Hazardous Materials
4. Ash, Solid Waste
5. Fuel Supply
6. Noise
7. Significant Environmental Impacts
8. Air Quality
9. Traffic
10. Effect on Fire Services
11. Statements of Opinion
12. Technical Information
MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel - Interim Human Resources Director

RE: Closed Session-Human Resources Director Position

[ ] 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: 1

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ X ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:

(Government Code Section 54957 (b) (1))
Human Resources Director

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES

Name of law enforcement agency involved:
Title of officer of law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION

License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):