MARIPOSA COUNTY

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5100 Bullion Street
http://www.mariposacounty.org/

MARSHALL LONG, CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

December 21, 2021

A. 9:00 AM Called to Order and Roll Call

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

Chair Long advised that corrected by-laws had been supplied for CA7, and noted that CA 8 had two copies of the 2nd amendment attached to the agenda item and no 3rd amendment, but that the 3rd amendment had been supplied and could be found on the back table. No public input.

ACTION: CA7: Amended by-laws were approved. CA8: The item was approved with the addition of the 3rd amendment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services RES-2021-677**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-678**

Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA3. **Sheriff's Office RES-2021-679**

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. **Health and Human Services RES-2021-680**

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency (HHSA) Immunization Fund 3468 Budget to Account for Revenue to be Received from the California Department of Public Health (CDPH) and Increase Appropriations Accordingly ($556,910) 4/5ths Vote Required

CA5. **HHS/Behavioral Health & Recovery Services RES-2021-681**

Approve Amendment to Five-Year Agreement No. 17-94593 with the State Department of Health Care Services Authorizing Mariposa County Behavioral Health to Provide Specialty Mental Health Services; and Authorize the Health and Human Services Agency Director to Sign the Amendment

CA6. **HHS/Community Services 2021-108**

Accept the Resignation of Stacey Lynch from the In-Home Supportive Services (IHSS) Advisory Committee Effective Immediately

CA7. **Planning RES-2021-682**

Approve the Code Compliance Advisory Committee (CCAC) By-Laws

CA8. **Public Works RES-2021-683**

Approve Fourth Amendment to the Agreement with Airborrn Aviation Services for Airport Services to Extend the Term of the Agreement to June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **Public Works RES-2021-684**

Approve 5Th Amendment with Quincy Engineering for Dogtown Rd Bridge #38 to Extend the Term of Agreement, Add to the Scope of Service, and Increase Compensation in the Amount of $15,000 for a Total Amount Not to Exceed $539,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **Public Works RES-2021-685**

Approve the Program Supplement Agreement with the State of California Department of Transportation for the Darrah Road Over Chowchilla River Bridge Project, .7 Miles North of SR49; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Treasurer-Tax Collector-County Clerk RES-2021-686**

Approve the Conflict of Interest List of Filers and Disclosure Categories; and Adopt the Code of Regulations 18730 that Constitutes the Mariposa County Conflict of Interest Code

E. Board Recognitions

1. **Administration/Human Resources RES-2021-687**

Recognize Mariposa County Employees for Their Years of Service

Dallin Kimble/County Administrative Officer gave the staff report. No public input. After Board approval, Chair Long read the employee names and their service tenure. Public comment was reopened and Baljit Hundal/Health and Human Services Agency (HHSA) Division Director noted her appreciation for all County employees, especially those with HHSA. Chair Long advised that he will be visiting offices after the 1st of the year to make the presentations.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Tom Sweeney, District II Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

F. Departmental Presentation

Eric Sergienko/County Health Officer noted that new cases of COVID19 are slightly declining which has allowed hospitals to take on other types of cases. He noted, however, that cases of the Omicron variant are on the rise in the State with surges being seen in Southern California and discussed the exponential growth in cases and hospitalizations that have occurred in other countries. Dr. Sergienko also advised that vaccination is known to protect against hospitalization and death, and encouraged the public to schedule a booster shot as those are also important. He also advised of the receipt of at-home tests from the State and noted that they are still figuring out how best to use those. Dr. Sergienko noted that preventative measures still remain true and encouraged everyone to get vaccinated or boosted, to get tested if they travel, and to stay home if sick. He also recommended that everyone upgrade their masks from the cloth ones to the surgical paper masks or to N95 masks, and continue with good hand washing, social distancing, and that good air exchangers are used indoors if a group cannot be outdoors.

Jonathan Farrington/Yosemite Mariposa Tourism Bureau Executive Director advised that an email went out yesterday regarding occupancy in lodging. He noted that it was not scientific because it is totally self-reported but advised that businesses reported to them that they were completely caught off guard by the numbers of visitors that they have received. Mr. Farrington advised that they will keep running totals to

allow future projections. He also noted that the top five internet searches for businesses and services now come through Google, and advised that local businesses in our region are not well represented so they are assisting the Chamber of Commerce in an effort to improve results for 84 businesses that have been identified in Mariposa County. In response to an inquiry from Supervisor Forsythe, Mr. Farrington discussed the potential for California visitor fatigue.

G. Public Comment on Non-Agenda Items

Marvin Wells discussed the oath of office that he took to serve in the military during the Korean War, and advised the Sheriff to call the military veterans anytime he needs assistance. Mr. Wells also presented the Board with a wooden wall hanging in the shape of an American flag as a token of appreciation for the Board's support of veterans.

Recess Board of Supervisors

9:35 AM Chair Long recessed the Board of Supervisors meeting followed by the Clerk of the Board reading the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

9:35 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all members present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-32**

Adopt the Pavement Management Program Update 2021 Final Report

Shannon Hansen/Interim Executive Director gave the staff report. No public input.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tom Sweeney, District II Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Planning LTC-2021-33**

Approve an Agreement with SERA Architects, Inc. to Complete the Mariposa Creek Parkway Phase IV Special Plan in an Amount Not to Exceed $460,000; Authorize the LTC Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award ($460,000) 4/5th Vote Required

Sarah Williams/Planning Director acknowledged Mikey Goralnik who has spearheaded this project, and introduced Ben Goger/Housing Development

Specialist who gave the staff report. Supervisor Sweeney noted a discrepancy on the budget action which also includes the in-kind contribution. No public input. Discussion ensued regarding the public engagement process and the need for updates to the Board.

ACTION:
The item was approved with a corrected budget action.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Rosemarie Smallcombe, District I Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

Adjourn LTC

9:52 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:52 AM Chair Long reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Public Works RES-2021-688**

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Shannon Hansen/Interim Public Works Director gave the staff report noting that, due to the holidays, receipt of materials is not expected until January 17th. No public comment.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Public Works/Solid Waste RES-2021-689**

Adopt a Resolution Affirming an Exemption from the Requirements of Mandatory Organics Collection Services Related to SB 1383

Shannon Hansen gave the staff report. No public comment.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tom Sweeney, District II Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Sheriff's Office RES-2021-690**

Approve a Subscription Agreement with Vigilant Solutions for Software Services; and Authorize the Sheriff to Sign the Agreement

Jeremy Briese/Sheriff - Coroner - Public Administrator gave the staff report. No public comment.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Miles Menetrey, District V Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Health and Human Services RES-2021-691**

Approve the Allocation of One Additional Full Time Staff Services Analyst I/II Position in the Health and Human Services Health Division Budget Effective Immediately

Kristina Allen/HHSA Public Health Deputy Director noted that this item would be funded by regular agenda item number 7, but would be a Health Equity Officer position. No public input.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

5. **HHS/Behavioral Health & Recovery Services RES-2021-692**

Ratify the Mental Health Director's and Auditor's Signatures on the Program Startup Funding Claiming Form; Approve Acceptance of Behavioral Health Quality Improvement Program (BH-QIP) Allocation Funding from the California Department of Health Care Services in the Amount Not to Exceed $616,867; and Authorize the Director of Mariposa County Health and Human Services Agency (HHSA) to Accept This Allocation and Implement the Associated Activities

Baljit Hundal gave the staff report, and discussed a CalAIM briefing sheet that she provided. Supervisor Smallcombe discussed the support on the state level for this initiative.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Tom Sweeney, District II Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. **HHS/Public Health RES-2021-693**

Approve Acceptance of Public Health Workforce Development (WFD) Supplemental Allocation Funding from the California Department of Public Health in the Amount Not to Exceed $472,836; and Authorize the Director of Mariposa County Health and Human Services Agency (HHSA) to Accept This Allocation and Implement the Associated Activities; Approve Budget Action Increasing Revenue and Appropriations in the New WFD Fund Budget for Revenue to be Received ($472,836) 4/5ths Vote Required

Kristina Allen gave the staff report, noting that this is a two-year grant. No public input.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Tom Sweeney, District II Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

7. **HHS/Public Health RES-2021-694**

Approve Acceptance of California Equitable Recovery Initiative (CERI) Allocation Funding from the California Department of Public Health in the Amount Not to Exceed $300,000; and Authorize the Director for Mariposa County Health and Human Services Agency (HHSA) to Accept This Allocation and Implement the Associated Activities; Approve Budget Action Increasing Revenue and Appropriations in the New CERI Fund Budget for Revenue to be Received ($300,000) 4/5ths Vote Required

Kristina Allen gave the staff report, noting that this person will work on accreditation, as well as the Community Health Improvement Plan (CHIP) and the Community Health Assessment (CHA) which will be heavy lifts. No public input.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

8. **Administration (ID # 12390)**

Discussion and Possible Direction Regarding the CSA3 Annual Assessment for Fire Equipment and Facilities

Dallin Kimble gave the staff report noting the history of County Service Area 3 (CSA3) and advising that analysis shows that the remaining debt service can be covered with the funds that are remaining and requested Board direction. During public comment, Steve Ward/CAL FIRE County Fire Chief acknowledged that CSA3 funds have been managed appropriately and spoke to the need to have some kind of future funding to sustain the fire department facilities. Board discussion ensued regarding CSA3, the fire fleet replacement schedule, and the uses for Measure M monies.

DIRECTION:
The CAO is to bring back whatever actions are necessary to end CSA3 and pay off the engine lease.

RESULT: DIRECTION GIVEN

Recess

10:39 AM Chair Long paused the meeting for a brief break and reconvened at 10:46 AM.

9. **Administration (ID # 12425)**

Discussion and Direction Regarding Fire Protection Responsibility in the Town of Mariposa

Dallin Kimble gave the staff report noting the history of fire protection by the Mariposa Public Utility District (MPUD), and advising that the County has been approached with a request to take over that fire protection. No public comment. Board discussion ensued regarding potential funding and the need for public engagement regarding service levels.

DIRECTION:
The CAO is to continue the negotiations regarding transferring fire protection for the area within the MPUD service area to the County.

RESULT: DIRECTION GIVEN

10. **Clerk of the Board of Supervisors 2021-ORD-1169**

Waive the Second Reading and Adopt an Ordinance Amending Chapter 2.04.010 of the Mariposa County Code, Titled "An Ordinance Removing Provision Requiring Cancellation of Regular Board Meetings on Countywide Election Days"

René LaRoche/Clerk of the Board gave the report. No public input. Supervisor Forsythe noted concerns regarding the number of Board meetings, and requested that it be included as a topic of this year's Strategic Planning session.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Rosemarie Smallcombe, District I Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

11. **Clerk of the Board of Supervisors (ID # 12377)**

Discussion and Direction Regarding the Assessment Appeals Board

René LaRoche gave the staff report. Vince Kehoe/Assessor - Recorder echoed the comments, noted that many other counties are also having trouble recruiting appraisers for their Assessor's departments, and discussed the types of appeals that might be heard. During public comment, Jonathon Noel spoke in support of dissolving the AAB.

DIRECTION:

The Clerk of the Board is to bring back the necessary action to dissolve the Assessment Appeals Board and transfer the function back to the Board of Supervisors.

RESULT: DIRECTION GIVEN

J. Items removed from Consent Agenda

None.

K. Board Information

Information received.

Recess

11:48 AM Chair Long recessed the meeting for lunch.

L. 2:00 PM Reconvened

1. **Administration/Community Development RES-2021-695**

Authorize the Board of Supervisors Chair to Sign a Letter of Support for an Office of Planning and Research Grant to Fund a Central Sierra Woody Feedstock Supply Organization Study (Cole Przybyla, Tuolumne County Innovation/Business Assistance Director)

Dallin Kimble/CAO introduced Cole Pryzybyla/Tuolumne County Economic Development Director who gave the report accompanied by a PowerPoint presentation. No public comment. Board discussion ensued regarding the how the program will work. Supervisor Smallcombe suggested other organizations and people that Mr. Pryzybyla should contact on the subject.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Board of Supervisors RES-2021-696**

Adopt a Resolution of Intention to Form the Central Sierra Broadband Utility Zone Consortium

Supervisor Smallcombe gave the staff report. No public comment.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Tom Sweeney, District II Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

M. Adjournment

2:40 PM Chair Long adjourned the meeting in memory of Rosalie (Rose) Ruth Muller, Harry Chesley Inge, Jr., and Roberta Bruce Spelt.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-677

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and

- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-678

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 13, 2020, Mariposa County Public Health Officer, Dr. Eric Sergienko declared a local public health emergency in response to the COVID-19 Pandemic. On March 17th, 2020 the Mariposa County Board of Supervisors adopted a Resolution ratifying a Local Health Emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12456

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-679

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 24, 2020: The Board ratified the March 17, 2020 Local Emergency Proclamation Due to the COVID-19 Global Pandemic. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12457

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-680

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Budget Action to Increase Revenue and Appropriations in the Immunization Fund 3468 for FY21-22

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency (HHSA) Immunization Fund 3468 Budget to Account for Revenue to be Received from the California Department of Public Health (CDPH) and Increase Appropriations Accordingly ($556,910).

This Budget Action recognizes an increase in revenue allocation for FY21-22 for the CDPH Immunization Fund 3468-401 Budget and increases associated appropriations. CDPH has allowed HHSA to roll over our unspent FY20-21 revenue from Amendment 17-10329, A03 to be used in FY21-22.

On June 15, 2021 by Resolution 2021-347, the Board approved the Amendment to the California Department of Public Health (CDPH) Immunization Local Assistance Grant Agreement Number 17-10329, A03 to Increase the Grant Funding by $578,602 for Fiscal Year 2020-2021 and to Increase the Total Grant Funding to the New Amount Not to Exceed $793,023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 15, 2021, by Resolution 2021-347, the Board approved the Amendment to the California Department of Public Health (CDPH) Immunization Local Assistance Grant Agreement Number 17-10329, A03 to Increase the Grant Funding by $578,602 for Fiscal Year 2020-2021 and to Increase the Total Grant Funding to the New Amount Not to Exceed $793,023.

On May 9, 2017, Mariposa County Health Department submitted the CDPH Immunization Local Assistance Immunization Local Assistance Grant Application for Fiscal Year 2017-2022. On February 21, 2018 the Health Department was notified that the application was accepted and was awarded the contract for Fiscal Year 2017-2022 in the amount of $181,250 ($36,250 per Fiscal Year).

On March 17, 2020 the Board of Supervisors approved Resolution #2020-130 Amendment to the Immunization Local Assistance Grant Agreement #17-10329 01 which decreased funding by $6,525 for Fiscal Years 2019-2022 due to federal

budgetary constraints.

On April 6, 2021, the Board of Supervisors approved Resolution #2021-167 Amendment to the CDPH Immunization Local Assistance Grant Agreement Number 17-10329, AO2, which increased the amount of the grant funding by $39,696 for a new amount not to exceed of $73,771 for Fiscal Year 2020 - 2021 and increased the total 2017 - 2022 grant funding to a new amount not to exceed $214,421.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this budget action is not approved, this would result in forfeiture of $556,910 in COVID grant funding needed to adequately serve Mariposa County residents.

FINANCIAL IMPACT:
This Budget Action recognizes an increase in revenue allocation within the Immunization Fund 3468-401 FY21-22 Budget and increases associated appropriations. There is no impact to the County General Fund.

ATTACHMENTS:
Budget Action to Increase Revenue and Appropriations in the Immunization Fund 3468 for FY21-22 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3468	401	45116	Immunization Program - State	(556,910)	
3468	401	51111	Regular salaries and wages	118,350	
3468	401	51112	Extra Help	19,090	
3468	401	51201	FLSA ADJUST	16	
3468	401	51202	Monthly Longevity	1,389	
3468	401	52301	Social Security	7,685	
3468	401	52302	Medicare	1,804	
3468	401	52201	Medical/Dental/Vision	37,950	
3468	401	52101	Retirement - Employer	15,205	
3468	401	52205	Life Insurance	74	
3468	401	52303	SDI	1,532	
3468	401	52206	Cash - Cafeteria Plan	65	
3468	401	60153	Special Departmental Supplies	21,528	
3468	401	60213	Office Supplies	23,182	
3468	401	60214	Postage	1,500	
3468	401	60301	General Professional Services	55,840	
3468	401	60392	Rents and Leases - Buildings	25,000	
3468	401	60411	Telephone and Internet	200	
3468	401	60508	Client - Community Education and Engag	50,000	
3468	401	60517	Client - Incentives	98,500	
3468	401	70411	Fixed Asset	40,000	
3468	401	80111	Transfer Out - General	38,000	
1001	507	49101	Transfer In - General	-38,000	
1001	507	60153	Special Departmental Supplies	38,000	
Budget Action to Increase Revenue and Appropriations in the Immunization Fund 3468 for FY21-22					
TRANSFER BETWEEN FUNDS					
				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 appropriating Reserve for 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 _____

AUDITOR'S USE ONLY
BA#

Attachment: Budget Action to Increase Revenue and Appropriations in the Immunization Fund 3468 for FY21-22 (RES-2021-680 : Budget Action

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-681

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: California DHCSAmendment to Multi-Year Agreement 17-94593

RECOMMENDATION AND JUSTIFICATION:
Approve Amendment to Five-Year Agreement No. 17-94593 with the State Department of Health Care Services Authorizing Mariposa County Behavioral Health to Provide Specialty Mental Health Services; and Authorize the Health and Human Services Agency Director to Sign the Amendment.

On March 29, 2016, the Centers for Medicare & Medicaid Services (CMS) issued the Medicaid Mental Health Parity Final Rule (Parity Rule) to strengthen access to mental health and substance use disorder services for Medicaid beneficiaries. The Parity Rule was intended to create consistency between the commercial and Medicaid markets. Specifically, the Medicaid Parity Rule includes the following compliance requirements:

* Aggregate lifetime and annual dollar limits

* Financial requirements (FR) such as copayments, coinsurance, deductibles, and out-of-pocket maximums

* Quantitative treatment limitations (QTLs), which are limits on the scope or duration of benefits that are represented numerically, such as day limits or visit limits

* Non-quantitative treatment limitations (NQTLs), which are limits on the scope or duration of benefits in processes, strategies, and evidentiary standards, or other factors, such as medical management standards or provider network admission standards

* Availability of information

A key objective of the Medicaid Parity Rule is to ensure that restrictions or limits are not more substantively applied on mental health and substance use disorder services as compared to medical surgical services. Parity compliance requires that the analysis of imposed restrictions and limitations is conducted in the four benefit categories: inpatient, outpatient, prescription drugs, and emergency services. Further, the Medicaid Parity Rule requires that parity is applied across delivery systems and includes long-term care services and supports.

This agreement outlines MCBHRS responsibilities to implement Parity requirements for Medi-cal Beneficiaries.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved the agreement with DHCS on July 10, 2018 through Resolution No. 2018-324.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved MCBHRS would be found to be out of compliance with state and federal regulations.

FINANCIAL IMPACT:
There are no new costs for this amendment because HHSA (BH) already provides parity in services for SUDS and Mental Health. Under this Agreement, Behavioral Health provides services to Medi-Cal beneficiaries and receives the federal share of reimbursement. This Agreement provides the primary revenue source for Behavioral Health. There is no impact on the general fund.

ATTACHMENTS:
3.0 2017-22 Mariposa MHP Contract - Exhibits A B and E_Parity Amendment FINAL updated (PDF)
2.0 std213A Mariposa Page 2 (PDF)
Transmittal Letter - MHP Contract Parity Amendment 17-94593 (PDF)
Certification Clauses (PDF)
MHP - MHS - Standard Agmt & Cnty Res Pg (2018-324)18-324 (Final) (PDF)
1.0 STD 213A - December 9 2021 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Exhibit A A1
SCOPE OF WORK

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Mariposa County within the scope of services defined in this contract.

2. Service Location

The services shall be performed at all contracting and participating facilities of the Contractor.

3. Service Hours

The services shall be provided on a 24-hour, seven (7) days a week basis.

4. Project Representatives

A. The project representatives during the term of this contract will be:

Department of Health Care Services	**County of Mariposa** ~~**Mariposa County Human Services, Behavioral Health & Recovery Services**~~
Erika Cristo Telephone: (916) 713-8546 Email: Erika.Cristo@dhcs.ca.gov	Baljit Hundal, Health Division Director Telephone: 209-742-0919 Fax: 209-966-8251 Email: bhundal@mariposacounty.org

B. Direct all inquiries to:

Department of Health Care Services	**County of Mariposa** ~~**Mariposa County Human Services, Behavioral Health & Recovery Services**~~
Medi-Cal Behavioral Health Division Attention: Dee Taylor 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: (916) 713-8509 Email: Dee.Taylor@dhcs.ca.gov	Attention: Randy Ridenhour PO Box 99 Mariposa, CA 95338 Telephone: 209-742-0922 Fax: 209-966-8251 Email: rridenhour@mariposacounty.org

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Exhibit A A1
SCOPE OF WORK

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this contract.

5. General Authority

This Contract is entered into in accordance with the Welfare and Institutions (**Welf. & Inst.)** Code § 14680 through §1472~~6~~**7**. Welf. & Inst. Code § 14712 directs the California Department of Health Care Services (Department) to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state through contracts with mental health plans. The Department and County of Mariposa ~~Mariposa County Human Services, Behavioral Health & Recovery Services~~ agrees to operate the Mental Health Plan (MHP) for Mariposa County. No provision of this contract is intended to obviate or waive any requirements of applicable law or regulation, in particular, the provisions noted above. In the event a provision of this contract is open to varying interpretations, the contract provision shall be interpreted in a manner that is consistent with applicable law and regulation.

6. ~~Americans with Disabilities Act~~ Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of Section**s 7405 and 11135 of the California Government Code,** Section 508 of the Rehabilitation Act **of 1973** ~~and the Americans with Disabilities Act of 1973~~ as amended (29 U.S.C. § 794 ~~(d)~~), ~~and~~ regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations **(C.F.R.), and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations (42 U.S.C. § 12101 et seq.).** In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section**s 7405 and** 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

7. Services to be Performed

See Exhibit A, Attachments 1 through 14 for a detailed description of the services to be performed.

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Exhibit A – Attachment 1 A1
ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

The Contractor shall comply with the provisions of the Contractor's Implementation Plan as approved by the Department, including the administration of beneficiary problem resolution processes. (**California Code of Regulations (**Cal. Code Regs.**)** **Title (**tit.**)** 9, §§ 1810.310, 1850.205-1850.208.) The Contractor shall obtain written approval by the Department prior to making any changes to the Implementation Plan as approved by the Department. The Contractor may implement the changes if the Department does not respond in writing within thirty calendar (30) days. (Cal. Code Regs. tit. 9, § 1810.310(c)(5).)

2. Prohibited Affiliations

A. The Contractor shall not knowingly have any prohibited type of relationship with the following:

1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

B. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128 **(42 U.S.C. 1320a-7)**, 1128A **(42 U.S.C. 1320a-7a)**, 1156 **(42 U.S.C. 1320c-5)**, or 1842(j)(2) **(42 U.S.C. § 1395u(j)(2))** of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); ~~42 U.S.C. § 1320c-5~~.)

C. The Contractor shall not have types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

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Exhibit A – Attachment 1 A1
ORGANIZATION AND ADMINISTRATION

2) A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)

3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

4) An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)

5) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)

6) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

D. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. §438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this contract or by federal or state law, Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the Department, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor. (42 C.F.R. § ~~483~~**438**.230(b)(1).)

4. Subcontracts

A. This provision is a supplement to provision number five (Subcontract Requirements) in Exhibit D(F) which is attached hereto as part of this contract. As allowed by provision five in Exhibit D(F), the Department

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Exhibit A – Attachment 1 A1
ORGANIZATION AND ADMINISTRATION

hereby, and until further notice, waives its right to prior approval of subcontracts and approval of existing subcontracts.

B. No subcontract terminates the legal responsibility of the Contractor to the Department to assure that all activities under this contract are carried out. (42 C.F.R. § **438.**230(b).)

C. All subcontracts shall be in writing.

D. All subcontracts for inpatient and residential services shall require that subcontractors maintain necessary licensing and certification or mental health program approval.

E. Each subcontract shall contain:

1) The **delegated** activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)

2) The **subcontractor's agreement to perform the** delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)

3) Subcontractor's agreement to submit reports as required by the Contractor and/or the Department.

4) The method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.

5) Requirement that the subcontract be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under this contract.

6) Requirement that the subcontractor comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)

7) Terms of the subcontract including the beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract.

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ORGANIZATION AND ADMINISTRATION

8) Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

9) The nondiscrimination and compliance provisions of this contract ~~as described in Exhibit E, Section 5, Paragraph C and Section 6, Paragraph C~~.

10) A requirement that the subcontractor make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable available at any time for inspection, examination or copying by the Department, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.**230(c)(3)(i)-(ii)**~~3(h)~~.) This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. § 438.230(c)(3)(iv).)

11) The Department's inspection shall occur at the subcontractor's place of business, premises or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten years from the close of the state fiscal year in which the subcontract was in effect. Subcontractor's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the Contractor.

12) A requirement that the Contractor monitor the subcontractor's compliance with the provisions of the subcontract and this contract and a requirement that the subcontractor provide a corrective action plan if deficiencies are identified.

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ORGANIZATION AND ADMINISTRATION

13) Subcontractor's agreement to hold harmless both the State and beneficiaries in the event the Contractor cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.

14) Subcontractor's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract.

5. Accreditation Status

A. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. 438.332(a).)

B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:

1) Its accreditation status, survey type, and level (as applicable);

2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and

3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

A. The Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the **Social Security** Act. (42 C.F.R. § 438.3(f)(2).)

B. Contractor's officers and employees shall not have a financial interest in this Contract or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

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C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; Cal. Code Regs., tit. 2, § 18704; 42 C.F.R. §§ 438.3(f)(2).)

1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (Cal. Code Regs., tit. 2, § 18707; 42 C.F.R. § 438.3(f)(2).)

2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, Cal. Code Regs., tit. 2, § 18707(a); 42 C.F.R. § 438.3(f)(2).)

D. Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2).)

1) Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

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Exhibit A – Attachment 2 A1
SCOPE OF SERVICES

1. Provision of Services

A. The Contractor shall provide or arrange, and pay for, the following medically necessary covered **s**pecialty **m**ental **h**ealth **s**ervices to beneficiaries, as defined for the purposes of this contract, of Mariposa County. **See Exhibit E, Attachment 2, Service Definitions, for detailed descriptions of the specialty mental health services ~~SMHS~~ listed below**:

1) Mental health services;

2) Medication support services;

3) Day treatment intensive;

4) Day rehabilitation;

5) Crisis intervention;

6) Crisis stabilization;

7) Adult residential treatment services;

8) Crisis residential treatment services;

9) Psychiatric health facility services;

10) Intensive Care Coordination (for beneficiaries under the age of 21);

11) Intensive Home Based Services (for beneficiaries under the age of 21);

12) Therapeutic Behavioral Services (for beneficiaries under the age of 21);

13) Therapeutic Foster Care (for beneficiaries under the age of 21);

14) Psychiatric Inpatient Hospital Services; ~~and~~

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SCOPE OF SERVICES

15) Targeted Case Management; **and**

16) **For beneficiaries under 21 years of age, the Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welf. & Inst. Code 14184.402 (d)).**

~~See Exhibit E, Attachment 2, Service Definitions for detailed descriptions of the SMHS listed above.~~

B. **Medi-Cal Managed Care Plan beneficiaries receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency - that the beneficiaries receive medical/surgical benefits, in compliance with 42 C.F.R. 438.910(b)(2). Contractor is only required to provide inpatient and outpatient specialty mental health services, as provided for in this Contract, as prescription drug and emergency benefits are provided through other delivery systems.**

C. Services shall be provided, in accordance with the State Plan, to beneficiaries, who meet medical necessity criteria, based on the beneficiary's need for services established by an assessment and documented in the client plan. Services shall be provided in an amount, duration, and scope as specified in the individualized Client Plan for each beneficiary. **Any Medi-Cal services not covered by the scope of this contract will be provided through other Medi-Cal delivery systems.**

D. The Contractor shall ensure that all medically necessary covered **s**pecialty **m**ental **h**ealth **s**ervices are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered **s**pecialty **m**ental **h**ealth **s**ervice solely because of diagnosis, type of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in the California Code of Regulations, title 9, sections 1820.205, 1830.205, and 1830.210. (42 C.F.R. § 438.210(a)(2) and (3).)

E. The Contractor shall make all medically necessary covered **s**pecialty **m**ental **h**ealth **s**ervices available in accordance with Cal.~~ifornia~~ Code ~~of~~

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Regulations., tit.le 9, sections1810.345, 1810.350 and 1810.405, and 42 Code of Federal Regulations part 438.210.

F. The Contractor shall provide second opinions from a network provider, or arrange for the beneficiary to obtain a second opinion outside the network, at no cost to the beneficiary. (42 C.F.R § 438.206(b).) At the request of a beneficiary when the Contractor or its network provider has determined that the beneficiary is not entitled to specialty mental health services due to not meeting the medical necessity criteria, the contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse). (Cal. Code Regs., tit. 9, § 1810.405(e).)

G. The Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with Cal.ifornia Code of Regulations., title. 9, section 1830.225 and 42 Code of Federal Regulations part 438.3(l).

H. In determining whether a service is covered under this contract based on the diagnosis of the beneficiary, the Contractor shall not exclude a beneficiary solely on the ground that the provider making the diagnosis has used the International Classification of Diseases (ICD) diagnosis system rather than the system contained in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association.

2. Requirements for Day Treatment Intensive and Day Rehabilitation

A. The Contractor shall require providers to request payment **prior** authorization for day treatment intensive and day rehabilitation services, **in accordance with Information Notice 19-026 and any subsequent departmental notices**.

1) In advance of service delivery when day treatment intensive or day rehabilitation will be provided for more than five days per week.

2) At least every three months for continuation of day treatment intensive.

3) At least every six months for continuation of day rehabilitation.

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~~4) Contractor shall also require providers to request authorization for mental health services, as defined in California Code of Regulations, title 9, section 1810.227, provided concurrently with day treatment intensive or day rehabilitation, excluding services to treat emergency and urgent conditions as defined in California Code of Regulations, title 9, sections 1810.216 and 1810.253. These services shall be authorized with the same frequency as the concurrent day treatment intensive or day rehabilitation services.~~

~~B. The Contractor shall not delegate the payment authorization function to providers. When the Contractor is the day treatment intensive or day rehabilitation provider, the Contractor shall assure that the payment authorization function does not include staff involved in the provision of day treatment intensive, day rehabilitation services, or mental health services provided concurrent to day treatment intensive or day rehabilitation services.~~

B. The Contractor shall require that providers of day treatment intensive and day rehabilitation meet the requirements of Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 9, ~~sections~~ §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.

C. The Contractor shall require that providers include, at a minimum, the following day treatment intensive and day rehabilitation service components:

1) Community meetings. These meetings shall occur at least once a day to address issues pertaining to the continuity and effectiveness of the therapeutic milieu, and shall actively involve staff and beneficiaries. Relevant discussion items include, but are not limited to: the day's schedule, any current event, individual issues that beneficiaries or staff wish to discuss to elicit support of the group and conflict resolution. Community meetings shall:

a) For day treatment intensive, include a staff person whose scope of practice includes psychotherapy.

b) For day rehabilitation, include a staff person who is a physician, a licensed/waivered/registered psychologist,

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SCOPE OF SERVICES

clinical social worker, or marriage and family therapist; and a registered nurse, psychiatric technician, licensed vocational nurse, or mental health rehabilitation specialist.

2) Therapeutic milieu. This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model, and reinforce constructive interactions by involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.

3) Process groups. These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with his/her problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies to resolve behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.

4) Skill-building groups. In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.

5) Adjunctive therapies. These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able utilize the

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modality to develop or enhance skills directed toward achieving beneficiary plan goals. Adjunctive therapies assist the beneficiary in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the beneficiary's needs identified in the client plan.

D. Day treatment intensive shall additionally include:

1) Psychotherapy. Psychotherapy means the use of psychological methods within a professional relationship to assist the beneficiary or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individual, groups, or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waivered staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.

2) Mental Health Crisis Protocol. The Contractor shall ensure that there is an established protocol for responding to beneficiaries experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the beneficiary's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the beneficiary is linked to an outside crisis service.

3) Written Weekly Schedule. The Contractor shall ensure that a weekly detailed schedule is available to beneficiaries and as

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appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.

E. Staffing Requirements. Staffing ratios shall be consistent with the requirements in Cal.~~ifornia~~ Code ~~of~~ Reg~~ulation~~s., tit.~~le~~ 9, section 1840.350, for day treatment intensive, and Cal.~~ifornia~~ Code ~~of~~ Reg~~ulation~~s., **tit. 9** section 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.

a. Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).

b. The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.

c. The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.

F. If a beneficiary is unavoidably absent and does not attend all of the scheduled hours of the day rehabilitation or day treatment intensive program, the Contractor shall ensure that the provider receives Medi-Cal reimbursement only if the beneficiary is present for at least 50 percent of scheduled hours of operation for that day. The Contractor shall require that a separate entry be entered in the beneficiary record documenting the reason for the unavoidable absence and the total time (number of hours

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and minutes) the beneficiary actually attended the program that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the beneficiary's need for the day rehabilitation or day treatment intensive program and takes appropriate action.

G. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation standards described in Attachment 9 of this exhibit. The documentation shall include the date(s) of service, signature of the person providing the service (or electronic equivalent), the person's type of professional degree, licensure or job title, date of signature and the total number of minutes/hours the beneficiary actually attended the program. For day treatment intensive these standards include daily progress notes on activities and a weekly clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist, or a registered nurse who is either staff to the day treatment intensive program or the person directing the services.

H. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult beneficiary, or one contact per month with the legally responsible adult for a beneficiary who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult beneficiaries may decline this service component. The contacts should focus on the role of the support person in supporting the beneficiary's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.

I. Written Program Description. The Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review the written program description for compliance with this section with prior to

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the date the provider begins delivering day treatment intensive or day rehabilitation.

J. Additional higher or more specific standards. The Contractor shall retain the authority to set additional higher or more specific standards than those set forth in this contract, provided the Contractor's standards are consistent with applicable state and federal laws and regulations and do not prevent the delivery of medically necessary day treatment intensive and day rehabilitation.

K. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:

a. A half day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.

b. A full-day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available more than four hours per day.

c. Although the beneficiary must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the beneficiary.

d. The requirement for continuous hours or operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not conduct these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

3. Therapeutic Behavioral Services

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SCOPE OF SERVICES

Therapeutic Behavioral Services (TBS) are ~~supplemental~~ specialty mental health services covered ~~under the~~ **as** Early and Periodic Screening, Diagnosis~~t~~**tic** and Treatment (EPSDT). ~~benefit as defined in~~ **(**Cal.~~ifornia~~ Code ~~of~~ Regulations., **tit. 9, section** ~~§~~ 1810.215.**)** TBS are intensive, one-to-one services designed to help beneficiaries and their parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. TBS ~~are available to beneficiaries in accordance with~~ **is described in** the Department of Mental Health Information Notice 08-38. ~~, the TBS Coordination of Care Best Practices Manual, version 2 (October 2010), and the TBS Documentation Manual, version 2 (October 2009).~~

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Exhibit A – Attachment 3 A1
FINANCIAL REQUIREMENTS

1. Provider Compensation

The Contractor shall ensure that no payment is made to a network provider other than payment the Contractor makes for services covered under this Contract, except when these payments are specifically required to be made by the state in Title XIX of the Act, in 42 Code of Federal Regulations in chapter IV, or when the state agency makes direct payments to network providers for graduate medical education costs approved under the State Plan. (42 C.F.R. § 438.60.)

2. Payments for Indian Health Care Providers

A. Contractor shall make payment to all Indian Health Care Providers (IHCPs) in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 §§ C.F.R. 447.**45**~~54~~ and 447.46 including paying 90% of all clean claims from practitioners within 30 days of the date of receipt and paying 99 percent of all clean claims from practitioners within 90 days of the date of receipt. (42 C.F.R. 438.14(b)(2).)

B. Contractor shall pay an IHCP that is not enrolled as a FQHC, regardless of whether it is a network provider of the Contractor, its applicable encounter rate published annually in the Federal Register by the Indian Health Service or in the absence of a published encounter rate, the amount the IHPC would receive if the services were provided under the State plan's fee-for-service methodology. (42 C.F.R. § 438.14 (c)(2).)

3. Prohibited Payments

A. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. section 1396b(i)(2).)

B. In accordance with Section 1903(i) of the Social Security Act, the Contractor is prohibited from paying for an item or service:

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FINANCIAL REQUIREMENTS

1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.

2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.

4) With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. Emergency Admission for Psychiatric Inpatient Hospital Services

The Contractor shall comply with Cal.Code Regs. Tit. 9 § 1820.225 regarding emergency admission for psychiatric inpatient hospital services regarding authorization and payment for both contract and non-contract hospitals.

5. Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

6. Cost Reporting

A. The Contractor shall submit a fiscal year-end cost report no later than December 31 following the close of each fiscal year, **in accordance with**

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the Welf. & Inst. Code § 14705(c), unless that date is extended by the Department, ~~in accordance with the Welf. & Inst. Code § 14705(c~~), and/or guidelines established by the Department. Data submitted shall be full and complete and the cost report shall be certified by the Contractor's Mental Health Director and one of the following: (1) the Contractor's chief financial officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to, the Contractor's chief financial officer, or (3) the Contractor's auditor-controller, or equivalent. The cost report shall include both Contractor's costs and the cost of its subcontractors, if any. The cost report shall be completed in accordance with instructions contained in the Department's Cost and Financial Reporting System Instruction Manual which can be accessed through the Department's Information Technology Web Services (ITWS) for the applicable year, as well as any instructions that are incorporated by reference thereto; however, to the extent that the Contractor disagrees with such instructions, it may raise that disagreement in writing with the Department at the time the cost report is filed, and shall have the right to appeal such disagreement pursuant to procedures developed under the Welf. & Inst. Code § 14171.

B. In accordance with Welf. & Inst. Code § 5655, the Department shall provide technical assistance and consultation to the Contractor regarding the preparation and submission of timely cost reports. If the Contractor does not submit the cost report by the reporting deadline, including any extension period granted by the Department, the Department, in accordance with Welf.& Inst. Code § **14197.7(o)(1)**~~14712(e),~~ may withhold payments of additional funds until the cost report that is due has been submitted.

C. Upon receipt of an amended cost report, which includes reconciled units of service, and a certification statement that has been signed by the Contractor's Mental Health Director and one of the following: 1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county's auditor controller, or equivalent, the Department shall preliminarily settle the cost report. After completing its preliminary settlement, the Department shall so notify the Contractor if additional FFP is due to the Contractor. The Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority. If funds are due to the State,

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FINANCIAL REQUIREMENTS

the Department shall invoice the Contractor and the Contractor shall return the overpayment to the Department.

7. Recovery of Overpayments

A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)

B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)

C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. (42 C.F.R. § 438.608(d).)

8. Physician Incentive Plans

A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan (Cal. Code Regs. tit. 9, § 1810.438(h).).

1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. §§ 422.208 and 422.210.

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FINANCIAL REQUIREMENTS

2) specific payment can be made directly or indirectly under a Physician Incentive Plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a beneficiary. (42 C.F.R. § 422.**208**(c)(1).)

3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection to individual physicians and conduct annual beneficiary surveys. (42 C.F.R. **§§** 422.208**(c)(2)**~~(f).)~~

4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid beneficiary upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

9. Financial requirements

A. **The Contractor shall not impose financial requirements or cumulative financial requirements, as defined in 42 C.F.R. 438.900, for any beneficiary receiving specialty mental health services.**

~~**10. Beneficiary Liability for Payment**~~

~~B. The Contractor or an affiliate, vendor, contractor, or subcontractor of the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)~~

~~C. The Contractor or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold beneficiaries liable for debts in the event that the Contractor becomes insolvent; for costs of covered services for which~~

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FINANCIAL REQUIREMENTS

~~the State does not pay the Contractor; for costs of covered services for which the State or the Contractor does not pay the Contractor's network providers; for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. 42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)~~

~~D. The Contractor shall ensure its subcontractors and providers do not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly (42 C.F.R. § 483.106(c).).~~

~~11. Cost Sharing~~

~~A. The Contractor shall ensure that any cost sharing imposed on beneficiaries is in accordance with 42 Code of Federal Regulations part 447.50 through 447.82. (42 C.F.R. § 438.108.)~~

~~B. The Contractor shall exempt from all cost sharing any Indian who is currently receiving or has ever received an item or service furnished by an IHCP or through referral. (42 C.F.R. § 447.56(a)(1)(x).)~~

10. ICD- 10

A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) as the clinical tool to make diagnostic determinations.

B. Once a DSM-5 diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis, in the International Classification of Diseases and Related Health Problems, Tenth Revision (ICD-10).

C. The Contractor shall use the ICD-10 diagnosis code(s) to submit a claim for specialty mental health services to receive reimbursement of Federal Financial Participation (FFP) in accordance with the covered diagnoses for reimbursement of outpatient and inpatient Medi-Cal specialty mental

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health services listed in ~~Mental Health and Substance Use Disorder Services (MHSUDS)~~**Behavioral Health** Information Notice **(BHIN)** ~~17-004E~~**20-043**.

D. The lists of covered ICD-10 diagnosis codes in ~~MHSUDS Information Notice~~ **BHIN** ~~17-004E~~**20-043** are subject to change and the Department may update them during the term of this contract. Changes to the lists of covered ICD-10 covered diagnoses do not require an amendment to this contract and the Department may implement these changes via ~~Mental Health and Substance Use Disorder Services~~ Information Notices.

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Exhibit A – Attachment 4 A1
MANAGEMENT INFORMATION SYSTEMS

1. Health Information Systems

A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a).) The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of section 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1).)

B. The Contractor's health information system shall, at a minimum:

1) Collect data on beneficiary and provider characteristics as specified by the Department, and on services furnished to beneficiaries as specified by the Department; (42 C.F.R. § 438.242(b)(2).)

2) Ensure that data received from providers is accurate and complete by:

a. Verifying the accuracy and timeliness of reported data, including data from network providers compensated on the basis of capitation payments; (42 C.F.R. § 438.242(b)(3)(i).)

b. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii).)

c. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii).)

3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4).)

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MANAGEMENT INFORMATION SYSTEMS

C. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (Cal. Code Regs., tit. 9, § 1810.376(c).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

~~3. Medi-Cal Eligibility Data System (MEDS) and MEDS Monthly Extract File (MMEF)~~

~~The Contractor shall enter into a Medi-Cal Privacy and Security Agreement (PSA) with the Department prior to obtaining access to MEDS and the MEDS monthly extract file (MMEF). The Contractor agrees to comply with the provisions as specified in the PSA. The County Mental Health Director or his or her authorized designee shall certify annually that Contractor is in compliance with the PSA agreement. Failure to comply with the terms of the agreement will result in the termination of access to MEDS and MMEF. (42 U.S.C. § 1396a(a)(7); 42 C.F.R. § 431.300(a); 42 C.F.R. § 431.306(b); Welf. & Inst. Code § 14100.2(a).).~~

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Exhibit A – Attachment 5 A1
QUALITY IMPROVEMENT SYSTEM

1. Quality Assessment and Performance Improvement

A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to beneficiaries. (42 C.F.R. § 438.330 (a).)

B. The Contractor's QAPI Program shall improve Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.

C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary per Cal. Code Regs., tit. 9, § 1810.440(a)(6). (42 C.F.R. § 438.330(e)(2).)

D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330 (a)(2), (b)(2), (c)(2).)

E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, beneficiary and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of beneficiary grievances.

F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)

G. The Contractor shall implement mechanisms to assess beneficiary/family satisfaction. The Contractor shall assess beneficiary/family satisfaction by:

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QUALITY IMPROVEMENT SYSTEM

1) Surveying beneficiary/family satisfaction with the Contractor's services at least annually;

2) Evaluating beneficiary grievances, appeals and fair hearings at least annually; and

3) Evaluating requests to change persons providing services at least annually.

4) The Contractor shall inform providers of the results of beneficiary/family satisfaction activities.

H. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.

I. The Contractor shall implement mechanisms to address meaningful clinical issues affecting beneficiaries system-wide.

J. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.

K. Contractor's QAPI Program shall include Performance Improvement Projects as specified in paragraph 5.

2. Quality Improvement (QI) Work Plan

A. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:

1) Evidence of the monitoring activities including, but not limited to, review of beneficiary grievances, appeals, expedited appeals, fair hearings, expedited fair hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5) and 42 C.F.R. § 438.416(a);

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2) Evidence that QI activities, including performance improvement projects, have contributed to meaningful improvement in clinical care and beneficiary service;

3) A description of completed and in-process QI activities, including performance improvement projects. The description shall include:

   a. Monitoring efforts for previously identified issues, including tracking issues over time;

   b. Objectives, scope, and planned QI activities for each year; and,

   c. Targeted areas of improvement or change in service delivery or program design.

4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area. This shall include goals for responsiveness for the Contractor's 24-hour toll-free telephone number, timeliness for scheduling of routine appointments, timeliness of services for urgent conditions, and access to after-hours care; and

5) Evidence of compliance with the requirements for cultural competence and linguistic competence specified in Attachments 7 and 11.

3. Quality Improvement (QI) Committee and Program

A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its beneficiaries.

B. The Contractor shall establish a QI Committee to review the quality of specialty mental health services provided to beneficiaries. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including performance improvement projects; institute needed QI actions; ensure follow-up of QI processes; and

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QUALITY IMPROVEMENT SYSTEM

document QI Committee meeting minutes regarding decisions and actions taken.

C. The QI Program shall be accountable to the Contractor's Director as described in Cal. Code Regs., tit. 9, § 1810.440(a)(1).

D. Operation of the QI program shall include substantial involvement by a licensed mental health professional. (Cal. Code. Regs., tit. 9, § 1810.440(a)(4).)

E. The QI Program shall include active **involvement** ~~participation~~ **in the planning, design and execution of the QI Program** by the Contractor's practitioners and providers, ~~as well as~~ beneficiaries **who have accessed specialty mental health services through the Contractor,** ~~and~~ family members, **legal representatives, or other persons similarly involved with beneficiaries**~~in the planning, design and execution of the QI Program,~~ as described in Cal. Code. Regs., tit. 9, § 1810.440(a)(2)(A-C).

F. QI activities shall include:

1) Collecting and analyzing data to measure against the goals, or prioritized areas of improvement that have been identified;

2) Identifying opportunities for improvement and deciding which opportunities to pursue;

3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;

4) Obtaining input from providers, beneficiaries and family members in identifying barriers to delivery of clinical care and administrative services;

5) Designing and implementing interventions for improving performance;

6) Measuring effectiveness of the interventions;

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QUALITY IMPROVEMENT SYSTEM

7) Incorporating successful interventions into the Contractor's operations as appropriate; and

8) Reviewing beneficiary grievances, appeals, expedited appeals, fair hearings, expedited fair hearings, provider appeals, and clinical records review as required by Cal. Code Regs., tit. 9, § 1810.440(a)(5).

4. External Quality Review

The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

5. Performance Improvement Projects

A. The Contractor shall conduct a minimum of two Performance Improvement Projects (PIPs) per year, including any PIPs required by DHCS or CMS. DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:

1) Be designed to achieve significant improvement, sustained over time, in health outcomes and beneficiary satisfaction;

2) Include measurement of performance using objective quality indicators;

3) Include implementation of interventions to achieve improvement in the access to and quality of care;

4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; and,

5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2).)

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QUALITY IMPROVEMENT SYSTEM

B. The Contractor shall report the status and results of each performance improvement project to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

6. Practice Guidelines

A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and Cal. Code Regs., tit. 9, § 1810.326)

B. Such guidelines shall meet the following requirements:

1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

2) They consider the needs of the beneficiaries;

3) They are adopted in consultation with **network providers** ~~contracting health care professionals~~; and

4) They are reviewed and updated periodically as appropriate. (42 C.F.R. § 438.236(b).)

C. Contractor shall disseminate the guidelines to all affected providers and, upon request, to beneficiaries and potential beneficiaries. (42 C.F.R. § 438.236(c).)

D. Contractor shall take steps to assure that decisions for utilization management, beneficiary education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d)

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Exhibit A – Attachment 6 A1
UTILIZATION MANAGEMENT PROGRAM

1. Utilization Management

A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that beneficiaries have appropriate access to specialty mental health services as required in Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 9, section 1810.440(b)(1)-(3).

B. The Utilization Management Program shall evaluate medical necessity, appropriateness and efficiency of services provided to Medi-Cal beneficiaries prospectively or retrospectively.

C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any beneficiary. (42 C.F.R. § 438.210(e).)

D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as medical necessity and for the purpose of utilization control, provided that the services furnished are sufficient in amount, duration or scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(i), (ii)(A).)

E. The Contractor shall not impose quantitative treatment limitations, aggregate lifetime or annual dollar limits as defined in 42 C.F.R. 438.900, for any beneficiary receiving specialty mental health services.

F. The Contractor shall not impose non-quantitative treatment limitations for specialty mental health services in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, subpart K. (42 C.F.R. § 438.910(d).)

G. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

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Exhibit A – Attachment 6 A1
UTILIZATION MANAGEMENT PROGRAM

2. Service Authorization

A. Contractor shall implement mechanisms to assure authorization decision standards are met **in accordance with Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice 19-026, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, and any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)** The Contractor shall:

1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).)

2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions, and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)

3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the beneficiary's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)

4) Notify the requesting provider and give the beneficiary written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)) The beneficiary's notice shall meet the requirements in Attachment 12, Section 10, paragraph A and Section 9, paragraph I and be provided within the timeframes set forth in Attachment 12, Section 10, paragraph B and Section 9, paragraph ~~I~~G.

~~B. For standard authorization decisions, the Contractor shall provide notice as expeditiously as the beneficiary's condition requires not to exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days when:~~

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~~1) The beneficiary, or the provider, requests extension; or~~

~~2) The Contractor justifies (to the Department upon request) a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(1))~~

B. **The Contractor shall comply with authorization timeframes in accordance with MHSUDS Information Notice 19-026, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)**

C. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the beneficiary's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. The Contractor may extend the 72-hour time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies (to the Department upon request) a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(2))

D. The Contractor shall act on an authorization request for treatment for urgent conditions within one hour of the request. (Cal. Code Regs., tit. 9, §§ 1810.253 1810.405, subd. (c)).

E. The Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (Cal. Code Regs., tit. 9, §§ 1820.200(d) and 1820.225). The Contractor that is the MHP of the beneficiary being admitted on an emergency basis shall approve a request for payment authorization if the beneficiary meets the criteria for medical necessity and the beneficiary, due to a mental disorder, is a current danger to self or others, or immediately unable to provide for, or utilize,

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food, shelter or clothing. (Cal Code Regs, tit. 9 §§ 1820.205 and 1820.225).

~~D. The Contractor may not require prior authorization for an emergency admission to a psychiatric health facility when the beneficiary has an emergency psychiatric condition. (Cal. Code Regs., tit. 9, §§ 1810.216 and1830.245).~~

~~E. A Contractor shall authorize out of network services when a beneficiary with an emergency psychiatric condition is admitted on an emergency basis for psychiatric inpatient hospital services or psychiatric health facility services (Cal. Code Regs., tit. 9 §§ 1830.220, 1810.216, 1820.225, and 1830.245).~~

~~F.~~ The Contractor shall define service authorization request in a manner that at least includes a beneficiary's request for the provision of a service. (42 C.F.R. § 431.201)

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Exhibit A – Attachment 7 A1
ACCESS AND AVAILABILITY OF SERVICES

1. Beneficiary Enrollment

A. Medi-Cal eligible beneficiaries are automatically enrolled in the single MHP in their county. (1915(b) waiver, § A, part I, para. **C**~~A~~, p. 31.)

B. The Contractor shall be responsible for providing or arranging and paying for specialty mental health services for Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services. (Cal. Code Regs. tit. 9, §1810.228.) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)

C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services. (42 C.F.R. § 438.3(d)(3).)

D. The Contractor shall not **unlawfully** discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, national origin, sex, sexual orientation, **gender,** gender identity, **religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability,** or **physical** disability, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, ~~or~~ national origin, sex, sexual orientation**, gender,** gender identity, **religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability,** or **physical** disability. (**42 U.S.C. § 18116;** 42 C.F.R. § 438.3(d)(4); **45 C.F.R. § 92.2; Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).**)

2. Cultural Competence

A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

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B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan submitted and approved by the Department. The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (Cal. Code Regs., tit. 9, § 1810.410, subds. (c)-(d).)

3. Out-of-Network Services

A. If the Contractor's provider network is unable to provide necessary services, covered under this Contract, to a particular beneficiary, the Contractor shall adequately and timely cover the services out of network, for as long as the Contractor's provider network is unable to provide them. (42 C.F.R. § 438.206(b)(4).)

B. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must ensure that the cost to the beneficiary for services provided out of network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with Cal.~~ifornia~~ Code ~~of~~ Regulations., tit.~~le~~ 9, section 1810.365. (42 C.F.R. § 438.206(b)(5).)

C. Contractor shall comply with the requirements of Cal~~ifornia~~. Code ~~of~~ Reg~~ulations~~s, tit.~~le~~ 9, section 1830.220 regarding providing beneficiaries access to out-of-network providers when a provider is available in Contractor's network.

D. **Pursuant to Department guidance, Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with title 42 of the Code of Federal Regulations, section 438.910(d)(3).**

4. ~~Procedures for Serving Child Beneficiaries~~ Foster Children Placed Out-of-County

A. In accordance with ~~Cal. Code Regs., tit. 9, § 1830.220~~Welf. & **Inst. Code 14717.1**, the Contractor ~~in the~~ **foster** ~~child's county of origin~~ **residence** shall **be responsible to authorize, pay,** provide or arrange for medically

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necessary specialty mental health services for ~~the~~ **the foster** children ~~in a foster care aid code~~ residing **in the Contractor's county, who are placed** outside **of** their counties of origin**, unless a presumptive transfer waiver is in place. The Contractor shall follow the Mental Health and Substance Use Disorder Services Information Notices pertaining to Presumptive Transfer for Foster Children Placed Out of County (MHSUDS IN 17-032, 18-027, BHIN 19-041, and any subsequent Information Notices). These Information Notices include standardized templates that the Contractor may use or adapt to the Contractor's needs.**

B. **The Contractor shall accept a completed mental health assessment from the foster child's county of origin mental health plan. The Contractor may conduct additional assessments if the foster child's needs change or an updated assessment is needed to determine the child's needs and identify the needed treatment and services to address those needs.**

C. **When a request for a presumptive transfer waiver has been made for a foster child from the Contractor county who is being placed outside of the Contractor's county, the Contractor shall continue to provide medically necessary specialty mental health services to that foster child until a presumptive transfer waiver determination has been made.**

D. **The Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children originally from the Contractor's county who are residing outside of the Contractor's county, if a presumptive transfer waiver is in place.**

~~E. The Contractor shall provide specialty mental health services and accept an assessment, if one exists, of needed specialty mental health services for the foster child from the MHP in the county of original jurisdiction. Nothing should preclude the Contractor from updating the assessment of conducting a new assessment if clinically indicated, but these updates or new assessments shall not delay the timely provision of specialty mental health services to the foster child.~~

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~~F. The Contractor shall use the standard forms issued by the Department, or the electronic equivalent of those forms generated from the Contractor's Electronic Health Record System, when a child in a foster care aid code is placed outside of his/her county of origin. The standard forms are:~~

~~1) Client Assessment,~~
~~2) Client Plan,~~
~~3) Service Authorization Request,~~
~~4) Client Assessment Update,~~
~~5) Progress Notes – Day Treatment Intensive Services,~~
~~6) Progress Notes – Day Rehabilitation Services,~~
~~7) Organizational Provider Agreement (Standard Contract).~~

~~G. The Contractor may request an exemption from using the standard documents if the Contractor is subject to an externally placed requirement, such as a federal integrity agreement, that prevents the use of the standardized forms. The Contractor shall request this exemption from the Department in writing.~~

5. Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)

A. The Contractor shall ~~ensure that the MHP in the child's adoptive parents' county of residence~~ provide~~s~~ **or arrange for the provision of** medically necessary specialty mental health services to a child in ~~an~~**the** Adoption Assistance Program (AAP) ~~aid code~~ residing **within their adoptive parents' county of residence in the Contractor's county. These services are to be provided** ~~outside his or her county of origin~~ in the same way as the ~~MHP~~**Contractor** would provide services to an**y other** ~~in-county~~ child for whom the ~~MHP~~**Contractor county** is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). **When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (Welf. & Inst. Code § 16125.)**

B. ~~The MHP in the child's legal guardians' county of residence~~**The Contractor** shall provide **or arrange for the provision of** medically

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necessary specialty mental health services to a child in **the** ~~a~~ Kin**ship-Guardian Assistance Program (Kin-GAP)** ~~aid code~~ residing **within their legal guardian's county of residence in the Contractor's county. These services are to be provided** ~~outside his or her county of origin~~ in the same way that ~~it~~**the Contractor** would provide services to any other child for whom the ~~MHP~~**Contractor county** is listed as the county of responsibility ~~in~~**on the** MEDS. **When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (Welf. & Inst. Code § 11376.)**

C. **When the Contractor is the mental health plan in the county of origin for a child in AAP residing out of county with their adoptive parents (Welf. & Inst. Code § 16125) or a child in Kin-GAP residing out of county with their legal guardian (Welf. & Inst. Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 19-026 and any applicable Departmental notices issued after the effective date of this contract.**

D. The Contractor shall comply with timelines specified in Cal. Code Regs., tit. 9, § 1830.220(b)(4)(A)(1-3) **and requirements set forth in MHSUDS Information Notice 19-026 and any applicable Departmental notices issued after the effective date of this contract,** when processing or submitting authorization requests for children in ~~a foster care~~ AAP, or ~~Kinship Guardian Assistance Payment (~~Kin-GAP,~~) aid code~~ living outside ~~his or her~~ **their** county of origin.

~~E. The Contractor shall use the standard forms issued by the Department, or the electronic equivalent of those forms generated from the Contractor's Electronic Health Record System, when a child in a foster care aid code is placed outside of his/her county of origin. The standard forms are:~~

~~1) Client Assessment,~~
~~2) Client Plan,~~
~~3) Service Authorization Request,~~
~~4) Client Assessment Update,~~
~~5) Progress Notes – Day Treatment Intensive Services,~~

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~~6) Progress Notes – Day Rehabilitation Services,~~
~~7) Organizational Provider Agreement (Standard Contract).~~

~~E. The Contractor may request an exemption from using the standard documents if the Contractor is subject to an externally placed requirement, such as a federal integrity agreement, that prevents the use of the standardized forms. The Contractor shall request this exemption from the Department in writing.~~

~~F. The Contractor shall submit changes to its procedures for serving beneficiaries placed outside their counties of origin pursuant to Welf. & Inst. Code § 14716 when those changes affect 25 percent or more of the Contractor's beneficiaries placed out of county. The Contractor's submission shall also include significant changes in the description of the Contractor's procedures for providing out-of-plan services in accordance with Cal. Code Regs., tit. 9, § 1830.220, when a beneficiary requires services or is placed in a county not covered by the Contractor's normal procedures.~~

6. Indian Beneficiaries

The Contractor shall permit an Indian beneficiary who is eligible to receive services from an Indian health care provider (IHCP) participating as a network provider, to choose that IHCP as his or her provider, as long as that provider has capacity to provide the services. (42 C.F.R. § 438.14(b)(3).) The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the contract from such providers for Indian beneficiaries who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) **Contractor shall document good-faith efforts to contract with all IHCPs in Contractor's county. If Contractor does not contract with a IHCP in Contractor's county, Contractor must submit a written explanation to the Department of why it failed to contract with that IHCP, with supporting documentation.** The Contractor shall permit Indian beneficiaries to obtain covered services from out- of-network IHCPs if the beneficiaries are otherwise eligible to receive such services. (42 C.F.R. § 438.14(b)(4).) The Contractor shall permit an out-of-network IHCP to refer an Indian beneficiary to a network provider. (42 C.F.R. § 438.14(b)(6).)

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PROVIDER NETWORK

1. Enrollment and Screening

A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 Code of Federal Regulations part 455, subparts B and E. (42 C.F.R. § 438.608(b).)

B. The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120 day period without enrollment of the provider, and notify affected beneficiaries. (42 C.F.R. § 438.602(b)(2).)

2. Assessment of Capacity

A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its beneficiaries. This includes monitoring the number, type, and geographic distribution of mental health services within the Contractor's delivery system.

B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number, timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

3. Network Adequacy

A. The Contractor shall ensure that all services covered under this Contract are available and accessible to beneficiaries in a timely manner (42 C.F.R. § 438.206(a)).

B. Maintain and monitor a network of appropriate providers that is supported by written agreements for subcontractors and that is sufficient to provide adequate access to all services covered under this contract for all beneficiaries, including those with limited English proficiency or physical or mental disabilities. The Contractor shall ensure that network providers

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provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

C. The Contractor shall adhere to, in all geographic areas within the county, the time and distance standards for adult and pediatric mental health providers, **as specified in BHIN 20-023 and its attachments, or in subsequent guidance issued in BHINs** ~~developed~~ by the Department. (42 C.F.R. § 438.68(a), (b)(1)(iii), (3), 438.206(a); **Welf. & Inst. Code § 14197**.)

D. The Contractor ~~may~~ **must** submit to the Department a request for **an** Alternate Access Standards **upon notification that the Contractor is deficient in network adequacy standards**. The Department will evaluate requests and grant appropriate exceptions to the state developed standards, **as specified in BHIN 20-023 and its attachments, or in subsequent guidance issued by BHINs by the Department. (42 C.F.R. § 438.68(a), (d), 438.206(a); Welf. & Inst. Code § 14197).**

E. The Contractor shall comply with network adequacy standards developed by the Department to implement 42 C.F.R. §§ 438.68, 438.206, and 438.207, including provider ratios and other network capacity requirements, as specified in BHIN 20-023 and its attachments, or in subsequent guidance issued by BHIN by the Department.

4. Timely Access

A. Timely Access. In accordance with 42 C.F.R. § 438.206(c)(1), the Contractor shall: ~~comply with the requirements set forth in Cal. Code Regs., tit. 9, §1810.405, including the following:~~

1) Meet and require its providers to meet ~~Department~~ standards for timely access to care and services, taking into account the urgency of need for services, **pursuant to Welf. & Inst. Code section 14197(d), as specified in BHIN 20-023 and its attachments, or in subsequent, guidance issued by the Department.**

2) Comply with the timeliness standards specified in Cal.~~ifornia~~ Code of Reg~~ulations~~s., tit. 9, section 1810.405(c) and Welf. & Inst. Code §

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14717.1. Those standards apply to out-of-plan services, as well as in-plan services.

3) Require subcontracted providers to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another Mental Health Plan.

4) Make services available to beneficiaries 24 hours a day, 7 days a week, when medically necessary.

5) Establish mechanisms to ensure that network providers comply with the timely access requirements;

6) Monitor network providers regularly to determine compliance with timely access requirements;

7) Take corrective action if there is a failure to comply with timely access requirements **by a network provider**.

~~8) The timeliness standards specified in Cal.ifornia Code of Regulations., **tit. 9,** section 1810.405 and Welf. Inst. Code § 14717.1 apply to out-of-plan services, as well as in-plan services.~~

5. Documentation of Network Adequacy

A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected enrollment in its service area in accordance with **BHIN 20-023 and its attachments, or in subsequent guidance issued by the Department.** ~~the network adequacy standards developed by the Department as required by departmental guidance and regulation~~. (42 C.F.R. § 438.207(a); **Welf. & Inst. Code section 14197(f).)**

B. The Contractor shall submit documentation to the Department, **as specified in BHIN 20-023 and its attachments, or in subsequent guidance issued by the Department** ~~in a format specified by the~~

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~~Department,~~ to demonstrate that it complies with the following requirements:

1) Offers an appropriate range of specialty services that are adequate for the anticipated number of beneficiaries for the service area.

2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of beneficiaries in the service area. (42 C.F.R. § 438.207(b).)

C. The Contractor shall submit the documentation at **the times** ~~as~~ specified **in BHIN 20-023 and its attachments, or in subsequent guidance issued** by the Department, but no less frequently than the following:

1) At the time it enters into this Contract with the Department;

2) On an annual basis; and

3) **Within 10 business days of a significant change in the MHP's operations that would affect the capacity and services, including changes in Contractor services, benefits, geographic service area, composition of, or payments to its provider network; or enrollment of a new population. 42 C.F.R. § 438.207(c)(3)(i)(ii) :** ~~At any time there has been a significant change, as defined by the Department, in Contractor's operations that would affect the adequacy and capacity of services, including the following:~~

~~a) A decrease of 25 percent or more in services or providers available to beneficiaries;~~

~~b) Changes in benefits;~~

~~c) Changes in geographic service area;~~

~~d)~~ **Changes in the** ~~Ccomposition of or payments to Contractor's provider network; or~~

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~~e) Enrollment of a new population in Contractor's county. (42 C.F.R. § 438.207(c).);~~

f) Contractor is required to notify DHCS by email of one of the listed changes at MHSDFinalRule@dhcs.ca.gov.

D. The Contractor shall include details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

6. Choice of Provider

The Contractor shall provide a beneficiary's choice of the person providing services to the extent possible and appropriate consistent with Cal. Code Regs., tit. 9, §1830.225 and 42 Code of Federal Regulations part 438.3(l).

7. Provider Selection

A. The Contractor shall have written policies and procedures for selection and retention of providers. (42 C.F.R. § 438.214(a).)

B. Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)

C. In all subcontracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)

D. The Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act. (42 C.F.R. § 438.214(d).)

E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of his or her

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license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)

F. The Contractor shall give practitioners or groups of practitioners who apply to be MHP contract providers and with whom the MHP decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)

G. Paragraphs A-F, above, may not be construed to:

1) Require the Contractor to subcontract with providers beyond the number necessary to meet the needs of its beneficiaries;

2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or

3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to beneficiaries. (42 C.F.R. § 438.12(b).)

H. Upon request, Contractor shall demonstrate to the Department that its providers are credentialed as required by paragraph C. (42 C.F.R. § 438.206(b)(6)

I. The Contractor shall establish individual, group and organizational provider selection criteria as provided for in Cal. Code Regs., tit. 9, § 1810.435.

J. Contractor shall only use licensed, registered, or waivered providers acting within their scope of practice for services that require a license, waiver, or registration. (Cal. Code Regs., tit. 9, § 1840.314(d).)

K. The Contractor is not located outside of the United States. (42 C.F.R. § 602(i).)

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8. Provider Certification

A. The Contractor shall comply with Cal.~~ifornia~~ Code ~~of~~ Regulations., tit.~~le~~ 9, section 1810.435, in the selection of providers and shall review its providers for continued compliance with standards at least once every three years.

B. The Contractor shall comply with the provisions of 42 Code of Federal Regulations, sections parts 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

C. "Satellite site" means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.

D. The Contractor shall certify, or use another mental health plan's certification documents to certify, the organizational providers that subcontract with the Contractor to provide covered services in accordance with Cal.~~ifornia~~ Code ~~of~~ Regulations., tit.~~le~~ 9, section1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the contract, and once every three years after that date. The on-site review required by Cal.~~ifornia~~ Code ~~of~~ Regulations., tit.~~le~~ 9, section 1810.435(d), as a part of the certification process, shall be made of any site owned, leased, or operated by the provider and used to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.

E. The Contractor may allow an organizational provider to begin delivering covered services to beneficiaries at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider's request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the

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date the provider begins delivering covered services to beneficiaries at the site.

F. The Contractor may allow an organizational provider to continue delivering covered services to beneficiaries at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.

G. The Contractor and/or the Department shall each verify through an on-site review that:

1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.

2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.

3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.

4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of beneficiaries and staff.

5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.

6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Attachment 10; Exhibit 2, Attachment 2, Section 11 and Section 13 Paragraph B; and applicable state and federal standards.

7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to beneficiaries,

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PROVIDER NETWORK

as described in Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 9, sections 1840.344 through 1840.358, as appropriate and applicable.

8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

9) The organizational provider's head **or chief** of service, as defined Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 9, sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.

10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:

a) All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

b) Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.

c) All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

d) Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

e) Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.

f) A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.

g) Policies and procedures are in place for dispensing, administering and storing medications.

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H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Attachment 2, Section 2 of this exhibit.

I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Attachment 2, Section 2 of this exhibit.

J. On-site review is ~~not~~ required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.

K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code section 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.

L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:

1) The provider makes major staffing changes.

2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).

3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.

4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).

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5) There is a change of ownership or location.

6) There are complaints regarding the provider.

7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

M. The Contractor shall monitor the performance of its subcontractors on an ongoing basis for compliance with the terms of this contract and shall subject the subcontractors' performance to periodic formal review, at a minimum in accordance with the recertification requirements. If the Contractor identifies deficiencies or areas for improvement, the Contractor and the subcontractor shall take corrective action.

N. In addition, Contractor may accept the certification of a provider by another Mental Health Plan, or by the Department, in order to meet the Contractor's obligations under Attachment 8, Sections 7 and 8. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another MHP.

9. Provider Beneficiary Communications

A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waivered, or registered professional, as defined in Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 9, sections 1810.223 and 1810.254, who is acting within the lawful scope of practice , from advising or advocating on behalf of a beneficiary for whom the provider is providing mental health services for any of the following:

1) The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;

2) Information the beneficiary needs in order to decide among all relevant treatment options;

3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

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4) The beneficiary's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

10. Provider Notifications

A. The Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:

1) Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. 438.400 through 42 C.F.R. 438.424.

2) The beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.

3) The availability of assistance to the beneficiary with filing grievances and appeals.

4) The beneficiary's right to request a State fair hearing after the Contractor has made a determination on a beneficiary's appeal, which is adverse to the beneficiary.

5) The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

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Exhibit A – Attachment 9 A1
DOCUMENTATION REQUIRMENTS

1. Documentation Standards

The Contractor shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by the Contractor. The Contractor may monitor performance so that the documentation of care provided will satisfy the requirements set forth below. The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

A. Assessment

1) The Contractor shall ensure that the following areas are included, as appropriate, as part of a comprehensive beneficiary record when an assessment has been performed. For children or certain other beneficiaries unable to provide a history, this information may be obtained from the parents/care-givers, etc.

a) Presenting Problem. The beneficiary's chief complaint, history of the presenting problem(s), including current level of functioning, relevant family history and current family information;

b) Relevant conditions and psychosocial factors affecting the beneficiary's physical health and mental health; including, as applicable, living situation, daily activities, social support, cultural and linguistic factors and history of trauma or exposure to trauma;

c) Mental Health History. Previous treatment, including providers, therapeutic modality (e.g., medications, psychosocial treatments) and response, and inpatient admissions. If possible, include information from other sources of clinical data, such as previous mental health records, and relevant psychological testing or consultation reports;

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d) Medical History. Relevant physical health conditions reported by the beneficiary or a significant support person. Include name and address of current source of medical treatment. For children and adolescents, the history must include prenatal and perinatal events and relevant/significant developmental history. If possible, include other medical information from medical records or relevant consultation reports;

e) Medications. Information about medications the beneficiary has received, or is receiving, to treat mental health and medical conditions, including duration of medical treatment. The assessment shall include documentation of the absence or presence of allergies or adverse reactions to medications, and documentation of an informed consent for medications;

f) Substance Exposure/Substance Use. Past and present use of tobacco, alcohol, caffeine, CAM (complementary and alternative medications) and over-the-counter, and illicit drugs;

g) Client Strengths. Documentation of the beneficiary's strengths in achieving client plan goals related to the beneficiary's mental health needs and functional impairments as a result of the mental health diagnosis;

h) Risks. Situations that present a risk to the beneficiary and/or others, including past or current trauma;

i) A mental status examination;

j) A complete diagnosis from the most current DSM, or a diagnosis from the most current ICD-code shall be documented, consistent with the presenting problems, history, mental status examination and/or other clinical data; and,

k) Additional clarifying formulation information, as needed.

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2) Timeliness/Frequency Standard for Assessment. The Contractor shall establish written standards for timeliness and frequency for the elements identified in item A of this section.

B. Client Plans

1) The Contractor shall ensure that Client Plans:

a) Have specific observable and/or specific quantifiable goals/treatment objectives related to the beneficiary's mental health needs and functional impairments as a result of the mental health diagnosis;

b) Identify the proposed type(s) of intervention/modality including a detailed description of the intervention to be provided;

c) Have a proposed frequency and duration of intervention(s);

d) Have interventions that focus and address the identified functional impairments as a result of the mental disorder (from Cal. Code Regs., tit. 9, § 1830.205(b)); have interventions that are consistent with the client plan goal;

e) Be consistent with the qualifying diagnoses;

f) Be signed (or electronic equivalent) by:

i. The person providing the service(s), or,

ii. A person representing a team or program providing services, or

iii. A person representing the Contractor providing services; or

iv. By one of the following as a co-signer, if the client plan is used to establish that services are provided under the

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direction of an approved category of staff, and if the signing staff is not of the approved category:

a) A physician,

b) A licensed/waivered psychologist,

c) A licensed/registered/waivered social worker,

d) A licensed/registered/waivered marriage and family therapist, or

e) A registered nurse, including but not limited to nurse practitioners, and clinical nurse specialists.

g) Include documentation of the beneficiary's participation in and agreement with the client plan, as described in Cal. Code Regs., tit. 9, § 1810.440(c)(2)(A)(B).

i. Examples of acceptable documentation include, but are not limited to, reference to the beneficiary's participation and agreement in the body of the plan, beneficiary signature on the plan, or a description of the beneficiary's participation and agreement in the client record;

ii. The beneficiary's signature or the signature of the beneficiary's legal representative is required on the client plan when:

a) The beneficiary is expected to be in long term treatment as determined by the MHP and,

b) The client plan provides that the beneficiary will be receiving more than one type of specialty mental health service;

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iii. When the beneficiary's signature or the signature of the beneficiary's legal representative is required on the client plan and the beneficiary refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.

2) There shall be documentation in the client plan that a copy of the client plan was offered to the beneficiary.

3) The client plan shall be updated at least annually, or when there are significant changes in the beneficiary's condition.

C. Progress Notes

1) The Contractor shall ensure that progress notes describe how services provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning outlined in the client plan. Items that shall be contained in the client record related to the beneficiary's progress in treatment include:

a) Timely documentation of relevant aspects of beneficiary care, including documentation of medical necessity;

b) Documentation of beneficiary encounters, including relevant clinical decisions, when decisions are made, alternative approaches for future interventions;

c) Interventions applied, beneficiary's response to the interventions and the location of the interventions;

d) The date the services were provided;

e) Documentation of referrals to community resources and other agencies, when appropriate;

f) Documentation of follow-up care, or as appropriate, a discharge summary; and

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g) The amount of time taken to provide services; and

h) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title.

2) Timeliness/Frequency of Progress Notes. Progress notes shall be documented at the frequency by type of service indicated below:

a) Every Service Contact:

i. Mental Health Services;

ii. Medication Support Services;

iii. Crisis Intervention;

iv. Targeted Case Management;

b) Daily:

i. Crisis Residential;

ii. Crisis Stabilization (1x/23hr);

iii. Day Treatment Intensive; and

c) Weekly:

i. Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/waivered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service;

ii. Day Rehabilitation;

iii. Adult Residential.

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D. Other

1) All entries to the beneficiary record shall be legible.

2) All entries in the beneficiary record shall include:

a) The date of service;

b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.

c) The date the documentation was entered in the beneficiary record.

3) The Contractor shall have a written definition of what constitutes a long term care beneficiary.

4) Contractor shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary.

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Exhibit A – Attachment 10 A1
COORDINATION AND CONTINUITY OF CARE

1. Coordination of Care

A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:

1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)

2) Coordinate the services the Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services the Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)

3) The Contractor shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)

4) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

5) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

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COORDINATION AND CONTINUITY OF CARE

B. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's beneficiaries. The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

C. The Contractor shall implement a transition of care policy that is **in accordance with applicable state and federal regulations, Mental Health and Substance Use Disorder Services Information Notice 18-059 and any Behavioral Health Information Notices issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this contract** ~~and complies with the Department's transition of care policy.~~ (42 C.F.R. § 438.62(b)(1)-(2).)

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Exhibit A – Attachment 11 A1
INFORMATION REQUIREMENTS

1. Basic Requirements

A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to beneficiaries. (42 C.F.R. § 438.10(c)(1).) The Contractor shall provide all written materials for beneficiaries in easily understood language, format, and alternative formats that take into consideration the special needs of beneficiaries **in compliance with**. ~~(~~42 C.F.R. § 438.10(d)(6).~~)~~ The Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats **in compliance with**. ~~(~~42 C.F.R. § 438.10.~~)~~

B. The Contractor shall provide the required information in this section to each beneficiary when first receiving **s**pecialty **m**ental **h**ealth **s**ervices and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

C. The Contractor shall operate a website that provides the content required in this section **and complies with the requirements in**. ~~(~~42 C.F.R. § 438.10.~~)~~

D. For consistency in the information provided to beneficiaries, the Contractor shall use the Department developed definitions for managed care terminology, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, provider, skilled nursing care, and urgent care. (42 C.F.R. 438.10(c)(4)(i).)

E. The Contractor shall use Department developed model beneficiary handbooks and beneficiary notices that describe the transition of care policies for beneficiaries. (42 C.F.R. **§§ 438.10(c)(4)(ii),** 438.62(b)(3).)

F. Beneficiary information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

1) The format is readily accessible;

2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

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3) The information is provided in an electronic form which can be electronically retained and printed;

4) The information is consistent with the content and language requirements of this Attachment; and

5) The beneficiary is informed that the information is available in paper form without charge upon request and **Contractor** provides it upon request within 5 business days. (42 C.F.R. **§** 438.10(c)(6).)

G. The Contractor shall have in place mechanisms to help beneficiaries and potential beneficiaries understand the requirements and benefits of the plan. (42 C.F.R. **§** 438.10(c)(7).)

2. Information Provided to Beneficiaries

A. The Contractor shall provide information to beneficiaries and potential beneficiaries including, at a minimum, all of the following:

1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii).)

2) The mandatory enrollment process. (42 C.F.R. § 438.10(e)(2)(iii).)

3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv).)

4) Covered benefits, including:

a. Which benefits are provided by the Contractor; and,

b. Which, if any, benefits are provided directly by the State.

5) The provider directory. (42 C.F.R. § 438.10(e)(2)(vi).)

6) Any cost-sharing that will be imposed by the Contractor consistent with the State Plan. (42 C.F.R. §§ 438.10(e)(2)(vii); State Plan § 4.18.)

7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards

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established in 42 Code of Federal Regulations part 438.68. (42 C.F.R. § 438.10(e)(2)(viii).)

8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix).)

9) To the extent available, quality and performance indicators for the Mental Health Plan, including beneficiary satisfaction. (42 C.F.R. § 438.10(e)(2)(x).)

B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, ~~within 15 calendar days after receipt or issuance of the termination notice~~, to each beneficiary who was seen on a regular basis by the terminated provider. **The notice to the beneficiary shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later.** (42 C.F.R. § 438.10(f)(1).)

3. Language and Format

A. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii).)

B. The Contractor shall ensure its written materials **that** are **critical to obtaining services are** available in alternative formats, ~~including large print~~, upon request of the potential beneficiary or beneficiary at no cost. ~~Large print means printed in a font size no smaller than 18 point.~~ **Written material that are critical to obtaining services include, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's mental health education materials.** (42 C.F.R. § 438.10(d)(3).)

C. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3).)

1) The Contractor shall notify beneficiaries, **prospective beneficiaries, and members of the public** that written translation

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INFORMATION REQUIREMENTS

is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); **Welf. & Inst. Code § 14727(a)(1)**; Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4).)

~~2) The Contractor shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 C.F.R. § 438.10(d)(2).)~~

~~3) The Contractor shall include taglines in the prevalent non-English languages in the state, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's member/customer service unit. (42 C.F.R. § 438.10(d)(3).)~~

~~4) The Contractor shall notify beneficiaries that written translation is available in prevalent languages free of cost and shall notify beneficiaries how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code Regs., tit. 9, § 1810.410, subd. (e), para. (4).)~~

5) Prevalent non-English language means a language identified as the primary language of 3,000 beneficiaries or five percent of the beneficiary population (whichever is lower) in the Contractor's service area as indicated on MEDs. (42 C.F.R. § 438.10(a), Cal. Code Regs., tit. 9, § 1810.410, subd. (a), para. (3).)

D. The Contractor shall make auxiliary aids and services available upon request and free of charge to each beneficiary. (42 C.F.R. § 438.10(d)(3)-(4).) Contractor shall also notify beneficiaries**, prospective beneficiaries, and members of the public that these services are available free of charge and** how to access these services. (42 C.F.R. § 438.10(d) (5)(ii)-(iii)**; Welf. & Inst. Code § 14727(a)(2).**)

E. The Contractor shall make oral interpretation and auxiliary aids, such as **Teletypewriter Telephone/Text Telephone (**TTY/TDY**)** and American Sign Language (ASL), available and free of charge for any language. (42 C.F.R. § 438.10(d)(2), (4)-(5).) Contractor shall notify beneficiaries**, prospective beneficiaries, and members of the public** that the**se** service**s are** ~~is~~ available **free of charge** and how to access **the~~o~~se**

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services. (42 C.F.R. § 438.10(d)(5)(i), (iii)**; Welf. & Inst. Code § 14727(a)(1)-(2)**.)

F. Nondiscrimination Notice and Taglines

1) The Contractor shall post (1) a Department-approved nondiscrimination notice and (2) language taglines in a conspicuously visible font size in English in the top 15 non-English languages in the State, and any other languages, as determined by the Department, explaining the availability of free language assistance services, including written translation and oral interpretation, and information on how to request auxiliary aids and services, including materials in alternative formats. The nondiscrimination notice and taglines, shall include the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit for obtaining these services, and shall be posted as follows:

a) In ~~all~~ conspicuous physical locations where the Contractor interacts with the public;

b) On the internet website published and maintained by the Contractor, in a manner that allows beneficiaries, prospective beneficiaries, and members of the public to easily locate the information; and

c) In the beneficiary handbook, all materials critical to obtaining services, and informational notices targeted to beneficiaries and members of the public (including notices of action). (42 C.F.R. § 438.10(d)(2)-(3); Welf. & Inst. Code, § 14727(b), (c)(1)-(2).)

2) The Contractor's nondiscrimination notice and language taglines must be in a conspicuously visible font size no smaller than 12 point. (42 C.F.R. § 438.10(d)(3), (d)(6)(ii).)

3) The Contractor shall provide information to all beneficiaries, prospective beneficiaries, and members of the public on how to file a Discrimination Grievance with:

a) The Contractor and the Department if there is a concern of discrimination based on sex, race, color, religion,

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ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. (Welf. & Inst. Code § 14727(a)(4).)

b) The United States Department of Health and Human Services Office for Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability. (Welf. & Inst. Code § 14727(a)(5).)

4. Handbook

A. The Contractor shall provide beneficiaries with a copy of the handbook and provider directory when the beneficiary first accesses services and thereafter upon request. (Cal. Code Regs., tit. 9, § 1810.360.)

B. The Contractor shall ensure that the handbook includes the current toll-free telephone number(s) that provides information in threshold languages and is available twenty-four hours a day, seven days a week. (Cal. Code Regs., tit. 9, § 1810.405, subd. (d).)

C. The beneficiary handbook shall include information that enables the beneficiary to understand how to effectively use the managed care program. This information shall include, at a minimum:

1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i).)

2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii).)

a) The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that beneficiaries understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii).)

b) Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(iv).)

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c) Any restrictions on the beneficiary's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi).)

d) The extent to which, and how, beneficiaries may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii).)

e) Cost sharing, if any, consistent with the State Plan. (42 C.F.R. § 438.10(g)(2)(viii); State Plan § 4.18.)

f) Beneficiary rights and responsibilities, including the elements specified in § 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix).)

g) The process of selecting and changing the beneficiary's provider. (42 C.F.R. § 438.10(g)(2)(x).)

h) Grievance, appeal, and fair hearing procedures and timeframes, consistent with 42 C.F.R. §§ 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

1) The right to file grievances and appeals;

i. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a beneficiary believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights.

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2) The requirements and timeframes for filing a grievance or appeal;

3) The availability of assistance in the filing process;

4) The right to request a state fair hearing after the Contractor has made a determination on a beneficiary's appeal which is adverse to the beneficiary;

5) The fact that, when requested by the beneficiary, benefits that the Contractor seeks to reduce or terminate will continue if the beneficiary files an appeal or a request for state fair hearing within the timeframes specified for filing, and that the beneficiary may, consistent with state policy, be required to pay the cost of services furnished while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary. (42 C.F.R. § 438.10(g)(2)(xi).)

i) How to exercise an advance directive, as set forth in 42 C.F.R. 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii).)

j) How to access auxiliary aids and services, including additional information in in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii).)

k) The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to beneficiaries. (42 C.F.R. § 438.10(g)(2)(xiv).)

l) Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv).)

m) Additional information that is available upon request, includes the following:

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1) Information on the structure and operation of the Contractor.

2) Physician incentive plans as set forth in 42 C.F.R. § 438.3(i). (42 C.F.R. § 438.10(f)(3).)

D. The Contractor shall give each beneficiary notice of any significant change (as defined by the Department) to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4).)

E. Consistent with 42 Code of Federal Regulations part 438.10(g)(3) and Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 9, section 1810.360, subdivision (e), the handbook will be considered provided if the Contractor:

1) Mails a printed copy of the information to the beneficiary's mailing address before the beneficiary first receives a specialty mental health service;

2) Mails a printed copy of the information upon the beneficiary's request to the beneficiary's mailing address;

3) Provides the information by email after obtaining the beneficiary's agreement to receive the information by email;

4) Posts the information on the Contractor's website and advises the beneficiary in paper or electronic form that the information is available on the internet and includes the applicable internet addresses, provided that beneficiaries with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or,

5) Provides the information by any other method that can reasonably be expected to result in the beneficiary receiving that information. If the Contractor provides the handbook in-person when the beneficiary first receives specialty mental health services, the date and method of delivery shall be documented in the beneficiary's file.

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5. Provider Directory

A. **The Contractor must follow the Department's provider directory policy, which the Department implemented via Mental Health and Substance Use Disorder Services Information Notice 18-020, and other applicable Mental Health and Substance Use Disorder Services Information Notices that may be issued subsequent to the effective date of this contract.**

B. The Contractor shall make provider directories available in electronic and paper form **upon request**, and ensure that the provider directories include **the following information for all network providers, including each licensed, waivered, or registered mental health provider employed by the Contractor, each provider organization or individual practitioner contracting with the Contractor, and each licensed, waivered, or registered mental health provider employed by a provider organization to deliver Medi-Cal services**:

1) Information on the category or categories of services available from each provider. (42 C.F.R. § 438.10(h)(1)(v).)

2) The names, any group affiliations, street addresses, telephone numbers, specialty, and website URLs of current contracted providers by category. (42 C.F.R. § 438.10(h)(1)(i)-(v).)

3) The cultural and linguistic capabilities of network providers, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office~~, and whether the provider has completed cultural competence training~~. (42 C.F.R. § 438.10(h)(1)(vii).)

4) Whether network providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment. (42 C.F.R. § 438.10(h)(1)(viii).)

5) A means to identify which providers are accepting new beneficiaries. (42 C.F.R. § 438.10(h)(1)(vi).)

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6) Type of practitioner as appropriate.

7) National Provider Identifier number.

8) California License number and type of license.

9) Whether the provider has completed cultural competence training.

C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information. **Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory.** (42 C.F.R. § 438.10(h)(3).)

D. Provider directories shall be made available on the Contractor's website in a machine readable file and format as specified by the Secretary. (42 C.F.R. § 438.10(h)(4).)

6. Advance Directives

A. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100.)

B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ and 438.3(j)(1)-(3), 422.128). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4).)

C. The Contractor shall provide adult beneficiaries with the written information on advance directives. (42 C.F.R. § 438.3(j)(3).)

D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual

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has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), 438.3(j).)

E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), 438.3(j).)

7. Beneficiary Rights

A. The parties to this contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to Wel. & Inst. Code 5325, Cal.~~ifornia~~ Code ~~of~~ Reg~~ulation~~s., tit.~~le~~ 9, sections 862 through 868, and 42 Code of Federal Regulations section 438.100. The Contractor shall ensure that its subcontractors comply with all applicable patients' rights laws and regulations.

B. The Contractor shall have written policies regarding the beneficiary rights specified in this section and ensure that its staff, subcontractors, and providers take those rights into account when providing services, including the right to:

1) Receive information in accordance with 42 C.F.R. § 438.10. (42 C.F.R. § 438.100(b)(2)(i).)

2) Be treated with respect and with due consideration for his or her dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii).)

3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii).)

4) Participate in decisions regarding his or her health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv).)

5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v).)

6) Request and receive a copy of his or her medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524,164.526.)

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7) Be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3).)

8) Freely exercise his or her rights without adversely affecting the way the, Contractor, subcontractor, or provider treats the beneficiary. (42 C.F.R. § 438.100(c).)

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1. General Provisions

A. The Contractor shall have a grievance and appeal system in place for beneficiaries. (42 C.F.R. §§ 438.228(a), 438.402(a); Cal. Code Regs., tit. 9, § 1850.205.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances, and shall include processes to collect and track information about them. The Contractor's beneficiary problem resolution processes shall include:

1) A grievance process;

2) An appeal process; and,

3) An expedited appeal process. (Cal. Code Regs., tit. 9, § 1850.205(b)(1)-(b)(3).)

B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:

1) The Contractor shall ensure that each beneficiary has adequate information about the Contractor's problem resolution processes by taking at least the following actions:

a) Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's beneficiary booklet and providing the beneficiary handbook to beneficiaries as described in Attachment 11 of this contract. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(A).)

b) Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both beneficiaries and provider staff. The posted notice shall also explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of adverse benefit determination. For the purposes of this Section, a Contractor provider site means

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any office or facility owned or operated by the Contractor or a provider contracting with the Contractor at which beneficiaries may obtain specialty mental health services. (Cal. Code Regs., tit. 9, §§ 1850.205(c)(1)(B) and 1850.210.)

c) Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that beneficiaries can access at all Contractor provider sites without having to make a verbal or written request to anyone. (Cal. Code Regs., tit. 9, § 1850.205(c)(1)(C).)

d) Give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a).)

2) The Contractor shall allow beneficiaries to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1).) The Contractor shall have only one level of appeal for beneficiaries. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a).)

3) A beneficiary may request a State fair hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)

4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the beneficiary is deemed to have exhausted the Contractor's appeals process and may initiate a State fair hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3).)

5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the beneficiary in writing. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); Cal. Code Regs., tit. 9, § 1850.205(d)(4).) **Grievances received over the telephone or in-**

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person by the Contractor, or a network provider of the Contractor, that are resolved to the beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the beneficiary and with the beneficiary's written consent to request an appeal, file a grievance, or request a state fair hearing. (42 C.F.R. § 438.402(c)(1)(i)-(ii); Cal. Code Regs., tit. 9, § 1850.205(c)(2).)

7) The Contractor shall allow a beneficiary's authorized representative to use the grievance, appeal, or expedited appeal processes on the beneficiary's behalf. (Cal. Code Regs., tit. 9, § 1850.205(c)(2).)

8) At the beneficiary's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a beneficiary with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing specialty mental health services to the beneficiary requesting assistance, the Contractor shall identify another individual to assist that beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a).)

9) The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(c)(5).)

10) The Contractor's procedures for the beneficiary problem resolution processes shall maintain the confidentiality of each beneficiary's information. (Cal. Code Regs., tit. 9, § 1850.205(c)(6).)

11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal

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processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by Cal. Code Regs., tit. 9, §1810.440(a)(5). (Cal. Code Regs., tit. 9, § 1850.205(c)(7).)

12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making, and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a).)

13) The Contractor shall ensure that individuals making decisions on the grievances and appeals of adverse benefit determinations, have the appropriate clinical expertise, as determined by the Department , in treating the beneficiary's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a).)

14) The Contractor shall provide the beneficiary a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the beneficiary of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in §438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4).)

15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the beneficiary or beneficiary's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a).)

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16) The Contractor shall provide the beneficiary and his or her representative the beneficiary's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5).)

17) The Contractor shall provide the beneficiary and his or her representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions, (42 C.F.R. § 438.408(b)-(c).) For standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)

18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the beneficiary or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3).)

19) The Contractor's beneficiary problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (Welf. & Inst. Code § 5520.)

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); Cal. Code Regs., tit. 9, § 1850.205(d)(1).) Each record shall include, but not be limited to: a general description of the reason for the appeal or

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grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6).)

B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the beneficiary. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (Cal. Code Regs., tit. 9, § 1850.205(d)(2).)

C. Provide a staff person or other individual with responsibility to provide information requested by the beneficiary or the beneficiary's representative regarding the status of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(3).)

D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the beneficiary. (Cal. Code Regs., tit. 9, § 1850.205(d)(5).)

E. Provide notice, in writing, to any provider identified by the beneficiary or involved in the grievance, appeal, or expedited appeal of the final disposition of the beneficiary's grievance, appeal, or expedited appeal. (Cal. Code Regs., tit. 9, § 1850.205(d)(6).)

F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

A. Allow beneficiaries to file a grievance either orally, or in writing at any time with the Contractor; (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i).)

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B. **The Contractor shall provide to the beneficiary written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the Plan representative who the beneficiary may contact about the grievance. The written acknowledgement to the beneficiary must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor, or a network provider of the Contractor, that are resolved to the beneficiary's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.**

C. Resolve each grievance as expeditiously as the beneficiary's health condition requires not to exceed 90 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).) The Contractor may extend the timeframe for processing a grievance by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor determines**, to the satisfaction of DHCS upon request,** that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeframe, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and give the beneficiary written notice of the extension and the reasons for the extension within 2 calendar days of the decision to extend the timeframe. Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if he or she disagrees with the Contractor's decision (42 C.F.R. § 438.408(c)(2)(i)-(ii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

D. **The timeframe for resolving grievances related to disputes of a Contractor's decision to extend the timeframe for making an authorization decision shall not exceed 30 calendar days.**

E. Provide written notification to the beneficiary or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the beneficiary, if he or she could not be contacted. (Cal. Code Regs.,tit. 9, § 1850.206(c).)

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F. Notify the beneficiary of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10.)

4. Discrimination Grievances

A. For Discrimination Grievances:

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (Welf. & Inst. Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.)

2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (Welf. & Inst. Code § 14727(a)(4); 45 C.F.R. § 84.7; 34 C.F.R. § 106.8; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B.) The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a beneficiary, the Contractor must submit the following information regarding the complaint to the DHCS Office of Civil Rights (see California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B):

a) The original complaint.

b) The provider's or other accused party's response to the complaint.

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c) Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.

d) Contact information for the beneficiary filing the complaint, and for the provider or other accused party that is the subject of the complaint.

e) All correspondence with the beneficiary regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter sent to the beneficiary.

f) The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

5. Appeals Process

A. The Contractor's appeal process shall, at a minimum:

1) Allow a beneficiary, or a provider or authorized representative acting on the beneficiary's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii).) The beneficiary may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii).);

2) Require a beneficiary who makes an oral appeal that is not an expedited appeal, to subsequently submit a written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals, and confirmed in writing unless the beneficiary or the provider requests expedited resolution. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

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3) Resolve each appeal and provide notice, as expeditiously as the beneficiary's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a); 42 C.F.R. § 438.408(b)(2).) The Contractor may extend the timeframe for processing an appeal by up to 14 calendar days, if the beneficiary requests an extension or the Contractor **demonstrates**~~determines~~**, to the satisfaction of DHCS upon request,** that there is a need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. 438.408(c)(1); 42 C.F.R. 438.408(b)(2).) If the Contractor extends the timeframes, the Contractor shall, for any extension not requested by the beneficiary, make reasonable efforts to give the beneficiary prompt oral notice of the delay and notify the beneficiary of the extension and the reasons for the extension in writing within 2 calendar days of the decision to extend the timeframe. Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if he or she disagrees with the Contractor's decision. Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires (42 C.F.R. § 438.408(c)(2)(i)-(iii).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, §1810.230.5.);

4) Allow the beneficiary to have a reasonable opportunity to present evidence and testimony and make arguments of fact or law, in person and in writing (42 C.F.R. § 438.406(b)(4).);

5) Provide the beneficiary and his or her representative the beneficiary's case file, including medical records, and any other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the appeal of the adverse benefit determination , provided that there is no disclosure of the protected health information of any individual other than the beneficiary (42 C.F.R. § 438.406(b)(5).); and

6) Provide the beneficiary and his or her representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard appeal resolutions. For

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standard resolution of an appeal and notice to the affected parties, the Contractor must comply with the Department established timeframe of 30 calendar days from the day the Contractor receives the appeal. For expedited resolution of an appeal and notice to affected parties, the Contractor must comply with the Department established timeframe of 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.406(b)(5).)

7) Allow the beneficiary, his or her representative, or the legal representative of a deceased beneficiary's estate, to be included as parties to the appeal. (42 C.F.R. 438.406(b)(6).)

B. The Contractor shall notify the beneficiary, and/or his or her representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. 438.408(d)(2)(i); 42 C.F.R. § 438.408(e); 42 C.F.R. 438.10.) The notice shall contain the following:

1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);

2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);

3) If the appeal is not resolved wholly in favor of the beneficiary, the notice shall also contain:

a) Information regarding the beneficiary's right to a fair hearing and the procedure for requesting a fair hearing, if the beneficiary has not already requested a fair hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and

b) Information on the beneficiary's right to continue to receive benefits while the fair hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

c) Inform the beneficiary that he or she may be liable for the cost of any continued benefits if the Contractor's adverse

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benefit determination is upheld in the hearing. (42 C.F.R. § 438.408(e)(2)(iii).)

6. Expedited Appeal Process

A. "Expedited Appeal" is an appeal used when the mental health plan determines (for a request from the beneficiary) or the provider indicates (in making the request on the beneficiary's behalf or supporting the beneficiary's request) that taking the time for a standard resolution could seriously jeopardize the beneficiary's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410.)

B. The Contractor's expedited appeal process shall, at a minimum:

1) Be used when the Contractor determines or the beneficiary and/or the beneficiary's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the beneficiary's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. 438.410(a).)

2) Allow the beneficiary to file the request for an expedited appeal orally without requiring the beneficiary to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)

3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a beneficiary's expedited appeal. (42 C.F.R. § 438.410(b).)

4) Inform beneficiaries of the limited time available to present evidence and testimony, in person and in writing, and make legal and factual arguments for an expedited appeal. The Contractor must inform beneficiaries of this sufficiently in advance of the resolution timeframe for the expedited appeal. (42 C.F.R. 438.406(b)(4); 42 C.F.R. 438.408(b)-(c).)

5) Resolve an expedited appeal and notify the affected parties in writing, as expeditiously as the beneficiary's health condition requires and no later than 72 hours after the Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3).) The Contractor may

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extend this timeframe by up to 14 calendar days if the beneficiary requests an extension, or the Contractor **demonstrates** ~~determines~~**, to the satisfaction of DHCS upon request,** that there is need for additional information and that the delay is in the beneficiary's interest. (42 C.F.R. § 438.408(c)(1)(i)-(ii).) If the Contractor extends the timeline for processing an expedited appeal not at the request of the beneficiary, the Contractor shall make reasonable efforts to give the beneficiary prompt oral notice of the delay, and notify the beneficiary of the extension and the reasons for the extension, in writing, within 2 calendar days of the determination to extend the timeline. The Contractor shall resolve the appeal as expeditiously as the beneficiary's health condition requires and no later than the date the extension expires. (42 C.F.R. § 438.408(c)(2)(i) - (iii); 42 C.F.R. §438.408(b)(3).) The written notice of the extension is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

6) Provide a beneficiary with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the beneficiary and/or his or her representative. The written notice shall meet the requirements of Section 1850.207(h) of Title 9 of the California Code of Regulations. (42 C.F.R. § 438.408(d)(2); Cal. Code Regs., tit. 9, § 1850.207(h).)

7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:

   a) Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.410(c)(1).)

   b) Make reasonable efforts to give the beneficiary and his or her representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the beneficiary of the right to file a grievance if he or she disagrees with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. §

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438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

7. Contractor obligations related to State Fair Hearing

State "Fair Hearing" means the State hearing provided to beneficiaries pursuant to sections 50951 and 50953 of Title 22 of the California Code of Regulations ~~section~~ and section 1810.216.6 of Title 9 of the California Code of Regulations 1810.216.6.:

A. If a beneficiary requests a State Fair Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Fair Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the beneficiary and provider by Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Beneficiaries and providers shall also be informed of the following:

1) A beneficiary may request a State Fair Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)

2) If the Contractor fails to adhere to notice and timing requirements under § 438.408, the beneficiary is deemed to have exhausted the Contractor's appeals process, and the beneficiary may initiate a state fair hearing. (42 C.F.R 438.408(f)(1)(i); 42 C.F.R. 438.402(c)(1)(i)(A).)

3) The provider may request a State Fair Hearing only if the Department permits the provider to act as the beneficiary's authorized representative. (42 C.F.R. § 438.402(c)(1)(ii).)

8. Expedited Fair Hearing

"Expedited Fair Hearing" means a fair hearing, used when the Contractor determines, or the beneficiary or the beneficiary's provider certifies that following the 90 day timeframe for a fair hearing as established in 42 C.F.R. § 431.244(f)(1) would seriously jeopardize the beneficiary's life, health, or ability to

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attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); Cal. Code Regs., tit. 9, § 1810.216.4.)

9. Continuation of Services

A. A beneficiary receiving specialty mental health services shall have a right to file for continuation of specialty mental health services pending the outcome of a fair hearing. (Cal. Code Regs., tit. 22., § 51014.2; Cal. Code Regs., tit. 9, § 1850.215.)

B. The Contractor shall continue the beneficiary's benefits while an appeal is in process if all of the following occur:

1) The beneficiary files the request for an appeal within 60 calendar days following the date on the adverse benefit determination notice; (42 C.F.R. § 438.420(b)(1).)

2) The appeal involves the termination, suspension, or reduction of a previously authorized service; (42 C.F.R. § 438.420(b)(2).)

3) The beneficiary's services were ordered by an authorized provider; (42 C.F.R. § 438.420(b)(3).)

4) The period covered by the original authorization has not expired; and, (42 C.F.R. § 438.420(b)(4).)

5) The request for continuation of benefits is filed on or before the later of the following: (42 C.F.R. § 438.420 (b)(5).)

a. Within 10 calendar days of the Contractor sending the notice of adverse benefit determination; (42 C.F.R. § 438.420(a).) or

b. The intended effective date of the adverse benefit determination. (42 C.F.R. § 438.420(a).)

C. If, at the beneficiary's request, the Contractor continues the beneficiary's benefits while the appeal or state fair hearing is pending, the benefits must be continued until the beneficiary withdraws the appeal or request for state

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fair hearing, the beneficiary does not request a state fair hearing and continuation of benefits within 10 calendar days from the date the Contractor sends the notice of an adverse appeal resolution, or a state fair hearing decision adverse to the beneficiary is issued. (42 C.F.R. § 438.420(c)(1)-(3); 42 C.F.R. § 438.408(d)(2).)

D. The Contractor may recover the cost of continued services furnished to the beneficiary while the appeal or state fair hearing was pending if the final resolution of the appeal or state fair hearing upholds the Contractor's adverse benefit determination. (42 C.F.R. § 438.420(d); 42 C.F.R. § 431.230(b).)

E. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the beneficiary's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal was pending and if the Contractor or state fair hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

F. If the decision of an appeal reverses a decision to deny the authorization of services, and the beneficiary received the disputed services while the appeal was pending, the Contractor shall cover the cost of such services. (42 C.F.R. § 438.424(b).)

G. The Contractor shall notify the requesting provider and give the beneficiary written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404.)

10. Provision of Notice of Adverse Benefit Determination

A. The Contractor shall provide a beneficiary with a Notice of Adverse Benefit Determination (NOABD) under the following circumstances:

1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit. (42 C.F.R. § 438.400(b)(1).)

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2) The reduction, suspension, or termination of a previously authorized service. (42 C.F.R. § 438.400(b)(2).)

3) The denial, in whole or in part, of payment for a service. (42 C.F.R. § 438.400(b)(3).)

4) The failure to provide services in a timely manner, as defined by the Department. (42 C.F.R. § 438.400(b)(4).)

5) The failure of the Contractor to act within the timeframes provided in §438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals. (42 C.F.R. § 438.400(b)(5).)

6) The denial of a beneficiary's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other beneficiary financial liabilities. (42 C.F.R. § 438.400(b)(7).)

B. The Contractor shall give beneficiaries timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10.) The NOA**BD** shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 9, section 1850.212.

C. When the denial or modification involves a request from a provider for continued Contractor payment authorization of a specialty mental health service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 22, section 51014.1. (Cal. Code Regs., tit. 9, § 1850.210(a)(1).)

D. A NOABD is not required when a denial is a non-binding verbal description to a provider of the specialty mental health services that may be approved by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(a)(2).)

E. Except as provided in subsection F below, a NOABD is not required when the denial or modification is a denial or modification of a request for Contractor payment authorization for a specialty mental health service that

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has already been provided to the beneficiary. (Cal. Code Regs., tit. 9, § 1850.210(a)(4).)

F. A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a specialty mental health service that has already been provided to the beneficiary when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(b).)

G. The Contractor shall deny the Contractor payment authorization request and provide the beneficiary with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by Cal. Code Regs., tit. 9, §§ 1820.220 or 1830.215. (Cal. Code Regs., tit. 9, § 1850.210(c).)

H. The Contractor shall provide the beneficiary with a NOABD if the Contractor fails to notify the affected parties of a resolution of a grievance within 90 calendar days, of an appeal decision within 30 days, or of an expedited appeal decision within 72 hours. If the timeframe for a grievance, appeal or expedited appeal decision is extended pursuant to sections 1850.206, 1850.207 or 1850.208 of Title 9 of the California Code of Regulations and the Contractor failed to notify the affected parties of its decision within the extension period, the Contractor shall provide the beneficiary with a NOABD. (42 C.F.R. § 438.408.)

I. The Contractor shall provide a beneficiary with a NOABD when the Contractor or its providers determine that the medical necessity criteria in sections 1830.205(b)(1),(b)(2),(b)(3)(C), or 1830.210(a) of Title 9 of the California Code of Regulations have not been met and that the beneficiary is not entitled to any specialty mental health services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the beneficiary on the date of the Adverse Benefit Determination or mailed to the beneficiary in accordance with Cal. Code Regs., tit. 9, § 1850.210(f)(1), and shall specify the information contained in Cal. Code Regs., tit. 9, § 1850.212(b). (Cal. Code Regs., tit. 9, § 1850.210(g).)

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J. For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in Cal. Code Regs., tit. 22, § 51014.1, shall mean the Contractor. (Cal. Code Regs., tit. 9, § 1850.210(h).)

K. For the purposes of this Attachment, "medical service", as used in Cal. Code Regs., tit. 22, § 51014.1, shall mean specialty mental health services that are subject to prior authorization by a Contractor pursuant to Cal. Code Regs., tit. 9, §§ 1820.100 and 1830.100. (Cal. Code Regs., tit. 9, § 1850.210(i).)

L. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to beneficiaries under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews (Cal. Code Regs., tit. 9, § 1850.210(j).)

M. The Contractor shall allow the State to engage in reviews of the Contractor's records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying beneficiaries in a timely manner.

11. Contents and Timing of NOABD

A. The Contractor shall include the following information in the NOABD:

1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)

2) The reason for the adverse benefit determination, including the right of the beneficiary to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the beneficiary's adverse benefit determination. Such information includes medical necessity criteria, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)

3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (Cal. Code Regs., tit. 9, § 1850.212(a)(3).)

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4) The beneficiary's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a state fair hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)

5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)

6) The beneficiary's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances under which the beneficiary may be required to pay the costs of those services. (42 C.F.R. § 438.404(b)(6).)

7) Information about the beneficiary's right to request a fair hearing or an expedited fair hearing, including:

   a) The method by which a hearing may be obtained; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(A).)

   b) A statement that the beneficiary may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(B).)

   c) An explanation of the circumstances under which a specialty mental health service will be continued if a fair hearing is requested; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(C).) and

   d) The time limits for requesting a fair hearing or an expedited fair hearing. (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes:

1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The

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Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the beneficiary, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)

3) For standard service authorizations that deny or limit services, as expeditiously as the beneficiary's condition requires not to exceed 14 calendar days following the receipt for request for services. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. 438.210(d)(1).)

4) The Contractor may extend the 14 calendar day NOABD determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the beneficiary or the provider requests the extension. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(i).)

5) The Contractor may extend the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services up to 14 additional calendar days if the Contractor justifies a need to the Department, upon request, for additional information and shows how the extension is in the beneficiary's best interest. (42 C.F.R. § 438.404(c)(4); 42 C.F.R. 438.210(d)(1)(ii).)

6) If the Contractor extends the 14 calendar day notice of adverse benefit determination timeframe for standard service authorization decisions that deny or limit services, the Contractor shall do the following:

   a) Give the beneficiary written notice of the reason for the extension and inform the beneficiary of the right to file a grievance if he/she disagrees with the decision ; (42 C.F.R. § 438.404(c)(4)(i); 42 C.F.R. 438.210(d)(1)(ii).) and,

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b) Issue and carry out its determination as expeditiously as the beneficiary's health condition requires and no later than the date of the extension. (42 C.F.R. § 438.404(c)(4)(ii); 42 C.F.R. 438.210(d)(1)(ii).)

7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the beneficiary's life or health or his or her ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)

9) The Contractor may extend the 72 hour expedited service authorization decision time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies to the Department, upon request, a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. § 210(d)(2)(ii).)

10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (Cal. Code Regs., tit. 9, § 1850.210(f).)

C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:

1) The death of a beneficiary; (42 C.F.R. § 431.213(a).)

2) Receipt of a signed written beneficiary statement requesting service termination or giving information requiring termination or reduction of services, provided the beneficiary understands that this will be

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the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

3) The beneficiary's admission to an institution where he or she is ineligible for further services; (42 C.F.R. § 431.213(c).)

4) The beneficiary's whereabouts are unknown and mail directed to him or her has no forwarding address; (42 C.F.R. § 431.213(d).)

5) Notice that the beneficiary has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)

6) A change in the beneficiary's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or

7) The notice involves an adverse determination with regard to preadmission screening requirements of section 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)

8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

9) Endangerment of the safety or health of individuals in the facility; improvement in the resident's health sufficient to allow a more immediate transfer or discharge; urgent medical needs that require a resident's immediate transfer or discharge; or notice that a resident has not resided in the nursing facility for 30 days (but only in Adverse Benefit Determinations based on NF transfers).

12. Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes beneficiary grievances, appeals and expedited appeals filed from July 1 of the previous year through June 30 of that year by October 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (Cal. Code Regs., tit. 9, § 1810.375(a).)

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PROGRAM INTEGRITY

1. General Requirements

As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).)

2. Excluded Providers

A. The Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 Code of Federal Regulations, part 455, subparts B and E. (42 C.F.R. §438.602(b).)

B. Consistent with the requirements of 42 Code of Federal Regulations, part 455.436, the Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. §438.602(d).)

C. If the Contractor find a party that is excluded, it must promptly notify the Department (42 C.F.R. §438.608(a)(2),(4)) and the Department will take action consistent with 42 C.F.R. §438.610((d). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

3. Compliance Program

A. Pursuant to 42 C.F.R. § 455.1(a)(1), the Contractor must report fraud and abuse information to the Department.

B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and

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PROGRAM INTEGRITY

payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.

2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the CEO and the Board of Directors (BoD).

3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.

4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract.

5) Effective lines of communication between the CO and the organization's employees.

6) Enforcement of standards through well-publicized disciplinary guidelines.

7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the contract. (42 C.F.R. §438.608(a), (a)(1).)

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4. Fraud Reporting Requirements

A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department about the following:

1) Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)

2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)

3) Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)

4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. §438.608(a), (a)(4).)

B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

C. The Contractor shall implement and maintain written policies for all employees of the Mental Health Plan, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)

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D. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

5. Service Verification

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).)

6. Disclosures

A. Disclosure of 5% or More Ownership Interest:

1) Pursuant to 42 C.F.R. § 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. § 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.

a) In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in i and subsection 2(a).

i. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. §

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455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

ii. The Contractor shall provide any such disclosure upon execution of this contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.

2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

a) Disclosures to be Provided:

i. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

ii. Date of birth and Social Security Number (in the case of an individual);

iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);

iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with

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ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

v. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and

vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

3) For each provider in Contractor's provider network, Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

B. Disclosures Related to Business Transactions – Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1) The following information must be disclosed:

a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

b) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

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c) Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

1) Contractor shall submit the following disclosures to the Department regarding the Contractor's management:

a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations part 455.101.

2) The Contractor shall supply the disclosures before entering into the contract and at any time upon the Department's request.

3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

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Exhibit A – Attachment 14 A1
REPORTING REQUIREMENTS

1. Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).)The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

1) The Contractor's Chief Executive Officer (CEO).

2) The Contractor's Chief Financial Officer (CFO).

3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F. R. § 438.606(a).)

2. Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2).) The Contractor shall ensure collection and maintenance of sufficient beneficiary encounter data to identify the provider who delivers service(s) to the beneficiary. (42 C.F.R. § 438.242(c)(1).) The Contractor shall submit all beneficiary encounter data that the Department is required to report to CMS under § 438.818. (42 C.F.R. § 438.242(c)(3).) The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4).)

3. Insolvency

A. The Contractor shall submit data to demonstrate it has made adequate provision against the risk of insolvency to ensure that beneficiaries will not

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be liable for the Contractor's debt if the Contractor becomes insolvent. (42 C.F.R. § 438.604(a)(4); 42 C.F.R. § 438.116.)

B. The Contractor shall meet the State's solvency standards for private health maintenance organizations or be licensed by the State as a risk-bearing entity, unless one of the following exceptions apply (42 C.F.R. § 438.116 (b).):

1) The Contractor does not provide both inpatient hospital services and physician services.
2) The Contractor is a public entity.
3) The Contractor is (or is controlled by) one of more federally qualified health centers and meets the solvency standards established by the State for those centers.
4) The Contractor has its solvency guaranteed by the State.

4. Network Adequacy

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network. (42 C.F.R. § 438.604(a)(5).)

5. Information on Ownership and Control

The Contractor shall submit for state review information on its and its subcontractors' ownership and control described in 42 C.F.R. §455.104 and Attachment 13 of this Contract. (42 C.F.R § 438.604(a)(6).)

6. Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (42 C.F.R § 438.604(a)(7).)

7. Performance Data

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 Code of Federal Regulations part

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438.66(c), the Contractor will submit the following to the Department (42 C.F.R. §438.604(b).):

1) Enrollment and disenrollment data;

2) Member grievance and appeal logs;

3) Provider complaint and appeal logs;

4) The results of any beneficiary satisfaction survey;

5) The results of any provider satisfaction survey;

6) Performance on required quality measures;

7) Medical management committee reports and minutes;

8) The Contractor's annual quality improvement plan;

9) Audited financial and encounter data; and

10) Customer service performance data.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

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Exhibit B A1
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Provisions

This program may be funded using one or more of the following funding sources: funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, funds from the Mental Health Services Fund, and any other funds from which the Controller makes distributions to the counties in compliance with applicable statute and regulations including Welf. & Inst. Code §§ 5891, 5892 and 14705(a)(2). These funding sources may be used by the Contractor to pay for services and then certify as public expenditures in order to be reimbursed federal funds.

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D(F) which is attached hereto as part of this Contract.

A. Federal Budget
If federal funding for FFP reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

Contractor and Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to beneficiaries in the event that there is likely to be a delay in the availability of federal funding.

3. Federal Financial Participation

Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement based on actual, total fund expenditures for any covered services or quality assurance, utilization review, Medi-Cal Administrative Activities and/or administrative costs. In accordance the Welf. & Inst. Code § 14705(c), the Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. Pursuant to the

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BUDGET DETAIL AND PAYMENT PROVISIONS

Welf. & Inst. Code § 14705(d), the Contractor shall certify to the state that it has incurred public expenditures prior to requesting the reimbursement of federal funds.

4. Audits and Recovery of Overpayments

A. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the California Mental Health Director's Association, determines that those appeals are not cost beneficial.

1) Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.

2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.

B. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.

1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.

2) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.

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3) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

C. Pursuant to the Welf. & Inst. Code § 14170, cost reports submitted to the Department are subject to audit in the manner and form prescribed by the Department. The year-end cost report shall include both Contractor's costs and the costs of its subcontractors, if any. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. In accordance with the Welf. & Inst. Code § 14170, any audit of Contractor's cost report shall occur within three years of the date of receipt by the Department of the final cost report with signed certification by the Contractor's Mental Health Director and one of the following: (1) the Contractor's Chief Financial Officer (or equivalent), (2) an individual who has delegated authority to sign for, and reports directly to the Contractor's Chief Financial Officer, or (3) the county auditor controller, or equivalent. Both signatures are required before the cost report shall be considered final. For purposes of this section, the cost report shall be considered audited once the Department has informed the Contractor of its intent to disallow costs on the cost report, or once the Department has informed the Contractor of its intent to close the audit without disallowances.

D. If the adjustments result in the Department owing FFP to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

A. In accordance with the Welf. & Inst. Code §14705(c), claims for federal funds in reimbursement for services shall comply with eligibility and service requirements under applicable federal and state law.

B. The Contractor shall certify each claim submitted to the Department in accordance with Cal. Code Regs., tit. 9, § 1840.112 and 42 C.F.R. § 433.51, at the time the claims are submitted to the Department. The Contractor's Chief Financial Officer or his or her equivalent, or an individual with authority delegated by the county auditor-controller, shall sign the certification, declaring, under penalty of perjury, that the Contractor has incurred an expenditure to cover the services included in the claims to satisfy the requirements for FFP. The Contractor's Mental Health Director or an individual with authority delegated by the Mental Health Director

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BUDGET DETAIL AND PAYMENT PROVISIONS

shall sign the certification, declaring, under penalty of perjury that, to the best of his or her knowledge and belief, the claim is in all respects true, correct, and in accordance with the law and meets the requirements of Cal. Code Regs., tit. 9, § 1840.112(b). The Contractor shall have mechanisms that support the Mental Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the beneficiary. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. § 438.604.

C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with Cal. Code Regs., tit. 9, §1840.112, shall be processed for adjudication.

D. Good cause justification for late claim submission is governed by applicable federal and state laws and regulations and is subject to approval by the Department.

E. In the event that the Department or the Contractor determines that changes requiring a change in the Contractor's or Department's obligation must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

F. The Contractor shall comply with Cal. Code Regs., tit. 9, § 1840.304, when submitting claims for FFP for services billed by individual or group providers. The Contractor shall submit service codes from the Health Care Procedure Coding System (HCPCS) published in the most current Mental Health Medi-Cal billing manual.

6. Payment Data Certification

Contractor shall certify the data it provides to the Department to be used in determining payment of FFP to the Contractor, in accordance with 42 C.F.R. §§ 438.604 and 438.606.

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BUDGET DETAIL AND PAYMENT PROVISIONS

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for the cost of providing covered services the Department and the Contractor agree to negotiate, pursuant to the Welf. & Inst. Code § 14714(c) regarding (a) changes required to remain in compliance with the new law or changes in existing obligations, (b) projected programmatic and fiscal impacts, (c) necessary contract amendments. To the extent that contract amendments are necessary, the parties agree to act to ensure appropriate amendments are made to accommodate any changes required by law or regulation.

8. Administrative Reimbursement

A. The Contractor may submit claims for reimbursement of Medical Administrative Activities (MAA) pursuant to Welf. & Inst. Code § 14132.47. The Contractor shall not submit claims for MAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MAA that are not consistent with the Contractor's approved MAA claiming plan. The Contractor shall not use the relative value methodology to report its MAA costs on the year-end cost report. Rather, the Contractor shall calculate and report MAA units on the cost report by multiplying the amount of time (minutes, hours, etc.) spent on MAA activities by the salary plus benefits of the staff performing the activity and then allocating indirect administrative and other appropriately allocated costs.

B. Pursuant to the Welf. & Inst. Code § 14711(c), administrative costs shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medicaid state plans and waivers and shall be limited to 15 percent of the total actual cost of direct client services. The cost of performing quality assurance and utilization review activities shall be reimbursed separately and shall not be included in administrative costs.

9. Notification of Request for Contract Amendment

In addition to the provisions in Exhibit E, Additional Provisions, both parties agree to notify the other party whenever an amendment to this contract is to be requested so that informal discussion and consultation can occur prior to a formal amendment process.

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Exhibit E A1
ADDITIONAL PROVISIONS

1. Additional Incorporated Exhibits

A. The following additional exhibits are attached, incorporated herein, and made a part hereof by this reference:

1) Exhibit A, Attachment 9	Documentation Requirements	7 page(s)
2) Exhibit A, Attachment 10	Coordination And Continuity Of Care	2 page(s)
3) Exhibit A, Attachment 11	Information Requirements	13 pages
4) Exhibit A, Attachment 12	Beneficiary Problem Resolution	23 pages
5) Exhibit A, Attachment 13	Program Integrity	7 pages
6) Exhibit A, Attachment 14	Reporting Requirements	3 pages
7) Exhibit B	Budget Detail And Payment Provisions	5 pages
8) Exhibit C *	General Terms And Conditions	GTC 04/2017
9) Exhibit D (F)	Special Terms And Conditions (Attached hereto as part of this agreement) (Notwithstanding Provisions 2, 3, 4, 6 ,8, 12, 14, 22, 25, 29, and 30 which do not apply to this agreement.)	27 pages
10) Exhibit E	Additional Provisions (Program Terms And Conditions)	17 pages
11) Exhibit E, Attachment 1	Definitions	5 pages
12) Exhibit E, Attachment 2	Service Definitions	6 pages
13) Exhibit F	HIPAA Business Associate Addendum	27 pages
14) Exhibit F, Attachment B	Information Security Exchange Agreement between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS)	101 pages

2. Amendment Process

Should either party, during the term of this Contract, desire a change or amendment to the terms of this Contract, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether

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Exhibit E A1
ADDITIONAL PROVISIONS

the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

3. Cancellation/Termination

A. General Provisions

1) As required by, if the Contractor decides not to contract with the Department, does not renew its contract, or is unable to meet the standards set by the Department, the Contractor agrees to inform the Department of this decision in writing. (Welf. & Inst. Code § 14712(c)(1).)

2) If the Contractor is unwilling to contract for the delivery of specialty mental health services or if the Department or Contractor determines that the Contractor is unable to adequately provide specialty mental health services or that the Contractor does not meet the standards the Department deems necessary for a mental health plan, the Department shall ensure that specialty mental health services are provided to Medi-Cal beneficiaries. (Welf. & Inst. Code § 147122(c)(2), (3).)

3) The Department may contract with qualifying individual counties, counties acting jointly, or other qualified entities approved by the Department for the delivery of specialty mental health services in any county that is unable or unwilling to contract with the Department. The Contractor may not subsequently contract to provide specialty mental health services unless the Department elects to contract with the Contractor. (Welf. & Inst. Code § 147122(c)(4).)

4) If the Contractor does not contract with the Department to provide specialty mental health services, the Department will work with the Department of Finance and the Controller to obtain funds from the Contractor in accordance with Government (Govt.) Code 30027.10. (Welf. & Inst. Code § 147122(d).)

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B. Contract Renewal

1) This contract may be renewed if the Contractor continues to meet the statutory and regulatory requirements governing this contract, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. (42 C.F.R. § 438.708; Welf. & Inst. Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract. (Welf. & Inst. Code § 14714(b)(1).)

2) In the event the contract is not renewed based on the reasons specified in (1), the Department will notify the Department of Finance, the fiscal and policy committees of the Legislature, and the Controller of the amounts to be sequestered from the Mental Health Subaccount, the Mental Health Equity Account, and the Vehicle License Fee Collection Account of the Local Revenue Fund and the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011, and the Controller will sequester those funds in the Behavioral Health Subaccount pursuant to Govt. Code § 30027.10. Upon this sequestration, the Department will use the funds in accordance with Govt. Code § 30027.10. (Welf. & Inst. Code § 14714(b)(3).)

C. Contract Amendment Negotiations

Should either party during the life of this contract desire a change in this contract, such change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal in writing within 10 days and shall have 60 days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period, and shall be confirmed in writing within five days thereafter. The party proposing any such change shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party. Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed change, a complete statement of costs and benefits of the proposed change and the text of the desired amendment to this contract that would provide for the change. If the proposal is accepted, this contract shall be amended to provide for the

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change mutually agreed to by the parties on the condition that the amendment is approved by the Department of General Services, if necessary.

D. Contract Termination

The Department or the Contractor may terminate this contract in accordance with, and within the given timeframes provided in Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 9, section 1810.323.

1) DHCS reserves the right to cancel or terminate this Contract immediately for cause.

2) The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Contract.

3) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall identify any final performance, invoicing or payment requirements.

4) Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel, or if cancelation is not possible reduce, subsequent contract costs.

5) In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

6) The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal beneficiaries. Termination of the contract for other reasons will be subject to reasonable notice to the Contractor of the Department's intent to terminate, as well as notification to affected beneficiaries. (Welf. & Inst. Code § 14714(d).)

E. Termination of Obligations

1) All obligations to provide covered services under this contract shall automatically terminate on the effective date of any termination of

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this contract. The Contractor shall be responsible for providing covered services to beneficiaries until the termination or expiration of the contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries prior to such expiration or termination.

2) When Contractor terminates a subcontract with a provider, Contractor shall make a good faith effort to provide notice of this termination, within 15 days, to the persons that Contractor, based on available information, determines have recently been receiving services from that provider.

F. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this contract, other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, California Code of Regulations, title 9, or the processes governing the audit appeals process in Chapter 9 of Division 1, California Code of Regulations, title 9 the Contractor shall follow the Dispute Resolution Process outlined in provision number 15 of Exhibit D(F) which is attached hereto as part of this contract.

4. Fulfillment of Obligation

No covenant, condition, duty, obligation, or undertaking continued or made a part of this contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

5. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

1) Provision number seven (Audit and Record Retention) of Exhibit D(F), which is attached hereto as part of this Contract, supplements the following requirements.

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2) The Contractor, and subcontractors, shall allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

3) The Contractor, and subcontractors, shall retain, all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records identified in Attachment 12, Section 2 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (42 C.F.R. § 438.3(u); See also § 438.3(h).) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's

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performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

B. Notices

Unless otherwise specified in this contract, all notices to be given under this contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services
Medi-Cal Behavioral ~~Mental~~ Health ~~Services~~ Division
150~~0~~**1** Capitol Avenue, MS 2702
~~P.O. Box 997413~~
Sacramento, CA ~~95899-7413~~**95814**

County of Mariposa ~~Mariposa County Human Services, Behavioral Health & Recovery Services~~

PO Box 99
Mariposa, CA 95338

C. Nondiscrimination

1) Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect ~~on the basis of~~ **any ground protected under federal or state law, including sex,** race, color, gender, gender identity, religion, marital status, national origin, **ethnic group identification, ancestry,** age, sexual orientation, **medical condition, genetic information,** or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(**3-**4); 45 C.F.R. § 92.**2**~~8~~(a)~~(1);~~ Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).)

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (**codified at 29 U.S.C. § 794)**, ~~pertaining to the~~ prohibiti**ng**~~on of~~ **exclusion, denial of benefits, and** discrimination against qualified ~~handicapped persons~~ **individuals with a disability** in ~~all~~**any** federally assisted programs

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or activities, **and shall comply with the implementing regulations** ~~as detailed~~ in ~~regulations~~ **Parts 84 and 85 of Title 45 of the C.F.R., as applicable** ~~signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977~~.

3) The Contractor shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.

4) Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~., tit.~~le~~ 9, sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this contract.

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6. Duties of the State

In discharging its obligations under this contract, and in addition to the obligations set forth in other parts of this contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

B. Reviews

The Department shall conduct reviews of access to and quality of care in Contractor's county at least once every three years and issue reports to the Contractor detailing findings, recommendations, and corrective action, as appropriate, pursuant to Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 9, sections 1810.380 and 1810.385. The Department shall also arrange for an annual external quality review of the Contractor as required by 42 Code of Federal Regulations, part 438.350 and Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 9, section 1810.380(a)(7).

C. Monitoring for Compliance

When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action. (Cal. Code Reg., tit. 9, § 1810.380.) Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Cal. Code Reg., tit. 9, § 1810.385.

D. The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. § 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

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E. If the Contractor has not previously implemented a Mental Health Plan or Contractor will provide or arrange for the provision of covered benefits to new eligibility groups, then the Contractor shall develop an Implementation Plan (as defined in Cal. Code Regs., tit. 9, § 1810.221) that is consistent with the readiness review requirements set forth in 42 Code of Federal Regulations, part 438.66(d)(4), and the requirements of Cal. Code Regs., tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1), (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan. Notices of Approval, Notices of Disapproval and requests for additional information shall be forwarded to the Contractor within 60 days of the receipt of the Implementation Plan. (Cal. Code Regs., tit. 9, § 1810.310(b).) A Contractor shall submit proposed changes to its approved Implementation Plan in writing to the Department for review. A Contractor shall submit proposed changes in the policies, processes or procedures that would modify the Contractor's current Implementation Plan prior to implementing the proposed changes.(See Cal. Code Regs., tit. 9, § 1810.310 (b)-(c)).

F. The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to Cal. Code Regs., tit. 9, § 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.

G. <u>Certification of Organizational Provider Sites Owned or Operated by the Contractor</u>

1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~s., tit.~~le~~ 9, section 1810.435, and the requirements specified in Exhibit A, Attachment 3, Section 6 of this contract. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by Cal. Code Regs., tit. 9, § 1810.435(e), shall be conducted of any site owned, leased, or operated by the Contractor and used for to deliver covered services

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to beneficiaries, except that on-site review is not required for public school or satellite sites.

2) The Department may allow the Contractor to begin delivering covered services to beneficiaries at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.

3) The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.

4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

H. Excluded Providers

1) If the Department learns that the Contractor has a prohibited affiliation, as described in Attachment 1, Section 2, the Department:

a) Must notify the Secretary of the noncompliance.

b) May continue an existing agreement with the Contractor unless the Secretary directs otherwise.

c) May not renew or otherwise extend the duration of an existing agreement with the Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliations.

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d) Nothing in this section must be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act. (42 C.F.R. §438.610(d).)

I. Sanctions

The Department shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations, in accordance with Welf. & Inst. Code § **14197.7**~~14712(e)~~ and Cal. Code Regs., tit. 9, §§ 1810.380 ~~and 1810.385~~.

J. Notification

The Department shall notify beneficiaries of their Medi-Cal specialty mental health benefits and options available upon termination or expiration of this contract.

K. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

7. State and Federal Law Governing this Contract

A. **Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R Part 200 (45 C.F.R. Part 75).**

B. Contractor agrees to comply with all applicable federal and state law, ~~including the applicable sections of the state plan and waiver~~, including but not limited to the statutes and regulations incorporated by reference below in Sections **D, G, and H,** ~~C, E, and F~~, **and applicable sections of the state plan and waiver** in its provision of services as the Mental Health Plan. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations. These obligations shall ~~not~~ apply without the need for a Contract amendment(s). To the extent there is a conflict between federal or state law or regulation and a provision in this

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contract, Contractor shall comply with the federal or state law or regulation and the conflicting Contract provision shall no longer be in effect.

C. Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to State or federal statutes or regulations, or pursuant to judicial interpretation.

D. Federal law:

1) Title 42 United States Code, to the extent that these requirements are applicable;

2) 42 C.F.R. to the extent that these requirements are applicable;

3) 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions listed in paragraph D and E, below.

4) 42 C.F.R. § 455 to the extent that these requirements are applicable;

5) **45 C.F.R. § 92.1 et seq. to the extent these requirements are applicable;**

6) Title VI of the Civil Rights Act of 1964;

7) Title IX of the Education Amendments of 1972;

8) Age Discrimination Act of 1975;

9) Rehabilitation Act of 1973;

10) Americans with Disabilities Act;

11) Section 1557 of the Patient Protection and Affordable Care Act;

12) Deficit Reduction Act of 2005;

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13) Balanced Budget Act of 1997;

14) The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of $2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.

15) The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

16) The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of $2,000 for construction and in excess of $2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

17) Any applicable federal and state laws that pertain to beneficiary rights.

18) Should any part of the scope of work under this contract relate to a State program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS must adjust payments to remove costs that are specific to any State program or activity receiving FFP that is no longer authorized by law. If Contractor works on a State program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized State program or activity receiving FFP and under the terms of this contract the

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work was to be performed after the date the legal authority ended, the payment for that work should be returned to DHCS. However, if Contractor worked on a State program or activity receiving FFP prior to the date legal authority ended for that State program or activity, and DHCS included the cost of performing that work in its payments to Contractor, Contractor may keep the payment for that work even if the payment was made after the date the State program or activity receiving FFP lost legal authority.

E. The following sections of 42 Code of Federal Regulations, part 438 are inapplicable to this Contract:

1) §438.3(b) Standard Contract Provisions – Entities eligible for comprehensive risk contracts

2) §438.3(c) Standard Contract Provisions - Payment

3) §438.3(g) Standard Contract Provisions - Provider preventable conditions

4) §438.3(o) Standard Contract Provisions - LTSS contract requirements

5) §438.3(p) Standard Contract Provisions – Special rules for HIOs

6) §438.3(s) Standard Contract Provisions – Requirements for MCOs, PIHPs, or PAHPs that provide covered outpatient drugs

7) §438.4 Actuarial Soundness

8) §438.5 Rate Development Standards

9) §438.6 Special Contract Provisions Related to Payment

10) §438.7 Rate Certification Submission

11) §438.8 Medical Loss Ratio Standards

12) §438.9 Provisions that Apply to Non-emergency Medical Transportation

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13) §438.50 State Plan Requirements

14) §438.52 Choice of MCOs, PIHPs, PAHPs, PCCMs, and PCCM entities

15) §438.56 Disenrollment: requirements and limitations

16) §438.70 Stakeholder engagement when LTSS is delivered through a managed care program

17) 438.74 State Oversight of the Minimum MLR Requirements

18) §438.104 Marketing

19) §438.106 Liability for Payment

20) §438.108 Cost Sharing

21) §438.110 Member advisory committee

22) §438.114 Emergency and Post-Stabilization

23) §438.362 Exemption from External Quality Review

24) §438.700-730 Basis for Imposition of Sanctions

25) §438.802 Basic Requirements

26) §438.810 Expenditures for Enrollment Broker Services

27) §438.816 Expenditures for the beneficiary support system for enrollees using LTSS

F. Specific provisions of 42 Code of Federal Regulations, part 438 relating to the following subjects are inapplicable to this Contract:

1) Long Terms Services and Supports

2) Managed Long Terms Services and Supports

3) Actuarially Sound Capitation Rates

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4) Medical Loss Ratio

5) Religious or Moral Objections to Delivering Services

6) Family Planning Services

7) Drug Formularies and Covered Outpatient Drugs

G. Pursuant to Welf. & Inst. Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.

H. State Law:

1) Division 5, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract

2) Welf. & Inst. Code §§ 14680-14685.1

3) Welf. & Inst. Code §§ 14700-14727~~6~~

4) Chapter 7, Part 3, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract

5) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services

6) Cal. Code Regs., tit. 22, §§ 50951 and 50953

7) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

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DEFINITIONS

1. The following definitions and the definitions contained in Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~., tit.~~le~~ 9, sections 1810.100-1850.535 shall apply in this contract. If there is a conflict between the following definitions and the definitions in Cal.~~ifornia~~ Code ~~of~~ Reg~~ulations~~., tit.~~le~~ 9, sections 1810.100-1850.535, the definitions below will apply.

A. "Advance Directives" means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the healthcare when the individual is incapacitated.

B. "Abuse" means, as the term described in, provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)

C. "Appeal" means a review by the Contractor of an adverse benefit determination.

D. "Beneficiary" means a Medi-Cal recipient who is currently receiving services from the Contractor.

E. "Contractor" means **County of Mariposa** ~~Mariposa County Human Services, Behavioral Health & Recovery Services~~.

F. "Covered Specialty Mental Health Services" are defined in Exhibit E, Attachment 2.

G. "Department" means the California Department of Health Care Services (DHCS).

H. "Director" means the Director of DHCS.

I. **"Discrimination Grievance" means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.**

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J. "Emergency" means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency (Health & Safety Code § 1797.07).

K. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

L. "Grievance" means an expression of dissatisfaction about any matter other than adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the beneficiary's rights regardless of whether remedial action is requested. Grievance includes a beneficiary's right to dispute an extension of time proposed by the Contractor to make an authorization decision. (42 C.F.R. § 438.400)

M. "Habilitative services and devices" help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))

N. "HHS" means the United States Department of Health and Human Service

~~O. "Specialist" means a psychiatrist who has a license as a physician and surgeon in this state and shows evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association, or the American Osteopathic Association. (Cal. Code Regs., tit. 9 § 623.)~~

P. "Managed Care Organization" (MCO) means an entity that has, or is seeking to qualify for, a comprehensive risk contract under 42 C.F.R. Part 438, and is: 1) a Federally qualified HMO that meets the advance directives requirements of Subpart I of Part 489 of 42 C.F.R.; or, 2) any public or private entity that meets the advance directive requirements and is determined by the Secretary of Health and Human Services to also meet the following conditions: i) makes the services that it provides to its Medicaid beneficiaries as accessible (in terms of timeliness, amount, duration, and scope) as those

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Exhibit E – Attachment 1 A1
DEFINITIONS

services are to other Medicaid beneficiaries within the area served by the entity, ii) meet the solvency standards of 42 C.F.R. 438.116. (42 C.F.R. § 438.2)

Q. A "Network Provider" means any provider, group of providers, or entity that has a network provider agreement with a Mental Health Plan, or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the Department's contract with a Mental Health Plan. A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2)

R. "Out-of-network provider" means a provider or group of providers that does not have a network provider agreement with a Mental Health Plan, or with a subcontractor. (A provider may be "out of network" for one Mental Health Plan, but in the network of another Mental Health Plan.)

S. "Out-of-plan provider" has the same meaning as out-of-network provider.

T. "Overpayment" means any payment made to a network provider by a Mental Health Plan to which the network provider is not entitled under Title XIX of the Act or any payment to a Mental Health Plan by a State to which the Mental Health Plan is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)

U. "Provider" means a person or entity who is licensed, certified, or otherwise recognized or authorized under state law governing the healing arts to provide specialty mental health services and who meets the standards for participation in the Medi-Cal program as described in California Code of Regulations, title 9, Division 1, Chapters 10 or 11 and in Division 3, Subdivision 1 of Title 22, beginning with Section 50000. Provider includes but is not limited to licensed mental health professionals, clinics, hospital outpatient departments, certified day treatment facilities, certified residential treatment facilities, skilled nursing facilities, psychiatric health facilities, general acute care hospitals, and acute psychiatric hospitals. The MHP is a provider when direct services are provided to beneficiaries by employees of the Mental Health Plan.

~~V. "Overpayment" means any payment made to a network provider by a Mental Health Plan to which the provider is not entitled under Title XIX of the Act or any payment to a Mental Health Plan by a State to which the Mental Health Plan is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)~~

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W. "Physician Incentive Plans" mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

X. "PIHP" means Prepaid Inpatient Health Plan. . A Prepaid Inpatient Health Plan is an entity that:

1) Provides medical services to beneficiaries under contract with the Department of Health Care Services, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;

2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its beneficiaries; and

3) Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)

Y. "Rehabilitation" means a recovery or resiliency focused service activity identified to address a mental health need in the client plan. This service activity provides assistance in restoring, improving, and/or preserving a beneficiary's functional, social, communication, or daily living skills to enhance self-sufficiency or self regulation in multiple life domains relevant to the developmental age and needs of the beneficiary. Rehabilitation also includes support resources, and/or medication education. Rehabilitation may be provided to a beneficiary or a group of beneficiaries. (California's Medicaid State Plan, State Plan Amendment 10-016, Attachment 3.1-A, Supplement 3, p. 2a.)

Z. "Satellite site" means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries fewer than 20 hours per week, or, if located at a multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.

AA. **"Specialist" means a psychiatrist who has a license as a physician and surgeon in this state and shows evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate**

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Medical Education, the American Medical Association, or the American Osteopathic Association. (Cal. Code Regs., tit. 9 § 623.)

BB. "Subcontract" means an agreement entered into by the Contractor with any of the following:

1) Any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this contract.

2) “Subcontractor” means an individual or entity that has a contract with an MCO, PIHP, PAHP, or PCCM entity that relates directly or indirectly to the performance of the MCO's, PIHP's, PAHP's, or PCCM entity's obligations under its contract with the State. A network provider is not a subcontractor by virtue of the network provider agreement with the MCO, PIHP, or PAHP. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term “subcontractor” shall include network providers.

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SERVICE DEFINITIONS

1. The Contractor shall provide, or arrange and pay for, the following medically necessary covered **s**pecialty **m**ental **h**ealth **s**ervices to beneficiaries of Mariposa County. Services shall be provided based on medical necessity criteria, in accordance with an individualized Client Plan, and approved and authorized according to State of California requirements. Services include:

   A. Mental Health Services Individual or group therapies and interventions are designed to provide a reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. These services are separate from those provided as components of adult residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not limited to:

      1) Assessment - A service activity designed to evaluate the current status of mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the clinical history, analysis of relevant cultural issues and history; diagnosis; and the use of mental health testing procedures.

      2) Plan Development - A service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of progress.

      3) Therapy - A service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to reduce functional impairments. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.

      4) Rehabilitation - A service activity that includes, but is not limited to, assistance, improving, maintaining or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.

      5) Collateral - A service activity involving a significant support person in the beneficiary's life for the purpose of addressing the mental health needs of the beneficiary in terms of achieving goals of the beneficiary's client plan. Collateral may include, but is not limited

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to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.

B. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; obtaining informed consent; instruction in the use, risks and benefits of, and alternatives for, medication; collateral and plan development related to the delivery of service and/or assessment for the client; prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals; and medication education.

C. Day Treatment Intensive are a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

D. Day Rehabilitation services are a structured program of rehabilitation and therapy with services to improve, maintain or restore personal independence and functioning, consistent with requirements for learning and development and which provides services to a distinct group of beneficiaries who receive services for a minimum of three hours per day (half-day) or more than four hours per day (full-day). Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

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E. Crisis Intervention services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include, but are not limited to, assessment, collateral and therapy. Crisis Intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.

F. Crisis Stabilization services last less than 24 hours and are for, or on behalf of, a beneficiary for a condition that requires a more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral, and therapy. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

G. Adult Residential Treatment Services are rehabilitative services provided in a non-institutional, residential setting for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not receiving residential treatment services. The services include a wide range of activities and services that support beneficiaries in their effort to restore, maintain, and apply interpersonal and independent living skills and to access community support systems. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral. Collateral addresses the mental health needs of the beneficiary to ensure coordination with significant others and treatment providers.

H. Crisis Residential services provide an alternative to acute psychiatric hospital services for beneficiaries who otherwise would require hospitalization. The CRS programs for adults provide normalized living environments, integrated into residential communities. The services follow a social rehabilitation model that integrates aspects of emergency psychiatric care, psychosocial rehabilitation, milieu therapy, case management and practical social work.

I. Psychiatric Health Facility Services—A Psychiatric Health Facility is a facility licensed under the provisions beginning with Section 77001 of Chapter 9, Division 5, Title 22 of the California Code of Regulations. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility on an inpatient basis to beneficiaries who need acute care, which meets the criteria of Section 1820.205 of Chapter 11, Division 1, Title 9 of the California Code of Regulations, and whose physical health needs can be met in an affiliated

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SERVICE DEFINITIONS

general acute care hospital or in outpatient settings. These services are separate from those categorized as "Psychiatric Inpatient Hospital".

J. Intensive Care Coordination (ICC) is a targeted case management service that facilitates assessment of, care planning for and coordination of services to beneficiaries under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the **Integrated** Core Practice Model (**I**CPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a **child** ~~youth~~, his/her family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child~~/youth~~ and family in attaining their goals. ICC also provides an ICC coordinator who:

1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/~~youth~~ **child** driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child~~/youth~~;

2) Facilitates a collaborative relationship among the child/~~youth~~, his/her family and systems involved in providing services to the child~~/youth~~;

3) Supports the parent/caregiver in meeting their child~~/youth~~'s needs;

4) Helps establish the CFT and provides ongoing support; and

5) Organizes and matches care across providers and child serving systems to allow the child~~/youth~~ to be served in his/her community

K. Intensive Home Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child~~/youth~~'s functioning and are aimed at helping the child~~/youth~~ build skills necessary for successful functioning in the home and community and improving the child~~/youth~~'s family's ability to help the

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child~~/youth~~ successfully function in the home and community. IHBS services are provided according to an individualized treatment plan developed in accordance with the **Integrated** Core Practice Model (**I**CPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. IHBS is provided to beneficiaries under 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service.

L. Therapeutic Behavioral Services (TBS) are intensive, individualized, short-term outpatient treatment interventions for beneficiaries up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services to accomplish outcomes specified in the written treatment plan.

M. Therapeutic Foster Care (TFC) Services model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized **specialty mental health services** ~~SMHS~~ activities (plan development, rehabilitation and collateral) to children ~~and youth~~ up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child ~~or youth~~. The TFC parent will provide trauma informed interventions that are medically necessary for the child ~~or youth~~. TFC is intended for children ~~and youth~~ who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain **specialty mental health services** ~~SMHS~~ activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

N. ~~Psychiatric Inpatient Hospital~~ Psychiatric Inpatient Hospital Services include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to beneficiaries for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to beneficiaries who were admitted to the hospital for an acute psychiatric inpatient hospital service and the beneficiary's stay at the

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hospital must be continued beyond the beneficiary's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the beneficiary.

Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. MHPs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. MHPs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals, the daily rate includes the cost of any needed professional services. The FFS/MC hospital daily rate does not include professional services, which are billed separately from the FFS/MC inpatient hospital services via the SD/MC claiming system.

O. ~~Targeted Case Management~~ Targeted case management is a service that assists a beneficiary in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to services and the service delivery system; monitoring of the beneficiary's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the MHP to be qualified to provide the service, consistent with the scope of practice and state law.

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III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline (i.e. **bold and underline**). Text deletions are displayed as strike through text (i.e. ~~strike~~).

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A A1 - Scope of Work (2 pages)

All references to Exhibit A – Scope of Work, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A A1 - Scope of Work. The attached revised exhibit hereby replaces Exhibit A – Scope of Work.

V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 1 A1 – Organization and Administration (6 pages)

All references to Exhibit A, Attachment 1 – Organization and Administration, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 1 A1 - Organization and Administration. The attached revised exhibit hereby replaces Exhibit A, Attachment 1 – Organization and Administration.

VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 2 A1 – Scope of Services (10 pages)

All references to Exhibit A, Attachment 2 – Scope of Services, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 2 A1 - Scope of Services. The attached revised exhibit hereby replaces Exhibit A, Attachment 2 – Scope of Services.

VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 3 A1 – Financial Requirements (7 pages)

All references to Exhibit A, Attachment 3 – Financial Requirements, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A,

Attachment: 2.0 std213A Mariposa Page 2 (RES-2021-681 : California DHCSAmendment to Multi-Year Agreement 17-94593)

Attachment 3 A1 - Financial Requirements. The attached revised exhibit hereby replaces Exhibit A, Attachment 3 – Financial Requirements.

VIII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 4 A1 – Management Information Systems (2 pages)

All references to Exhibit A, Attachment 4 – Management Information Systems, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 4 A1 - Management Information Systems. The attached revised exhibit hereby replaces Exhibit A, Attachment 4 – Management Information Systems.

IX. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 5 A1 – Quality Improvement System (6 pages)

All references to Exhibit A, Attachment 5 – Quality Improvement System, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 5 A1 - Quality Improvement System. The attached revised exhibit hereby replaces Exhibit A, Attachment 5 – Quality Improvement System.

X. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 6 A1 – Utilization Management Program (4 pages)

All references to Exhibit A, Attachment 6 – Utilization Management Program, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 6 A1 - Utilization Management Program. The attached revised exhibit hereby replaces Exhibit A, Attachment 6 – Utilization Management Program.

XI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 7 A1 – Access and Availability of Services (6 pages)

All references to Exhibit A, Attachment 7 – Access and Availability of Services, in any exhibit incorporated into this agreement shall hereinafter be deemed to read

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Exhibit A, Attachment 7 A1 - Access and Availability of Services. The attached revised exhibit hereby replaces Exhibit A, Attachment 7 – Access and Availability of Services.

XII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 8 A1 – Provider Network (12 pages)

All references to Exhibit A, Attachment 8 – Provider Network, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 8 A1 - Provider Network. The attached revised exhibit hereby replaces Exhibit A, Attachment 8 – Provider Network.

XIII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 9 A1 – Documentation Requirements (7 pages)

All references to Exhibit A, Attachment 9 – Documentation Requirements, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 9 A1 - Documentation Requirements. The attached revised exhibit hereby replaces Exhibit A, Attachment 9 – Documentation Requirements.

XIV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 10 A1 – Coordination and Continuity of Care (2 pages)

All references to Exhibit A, Attachment 10 – Coordination and Continuity of Care, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 10 A1 - Coordination and Continuity of Care. The attached revised exhibit hereby replaces Exhibit A, Attachment 10 – Coordination and Continuity of Care.

XV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 11 A1 – Information Requirements (13 pages)

All references to Exhibit A, Attachment 11 – Information Requirements, in any exhibit incorporated into this agreement shall hereinafter be deemed to read

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Exhibit A, Attachment 11 A1 - Information Requirements. The attached revised exhibit hereby replaces Exhibit A, Attachment 11 – Information Requirements.

XVI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 12 A1 – Beneficiary Problem Resolution (23 pages)

All references to Exhibit A, Attachment 12 – Beneficiary Problem Resolution, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 12 A1 - Beneficiary Problem Resolution. The attached revised exhibit hereby replaces Exhibit A, Attachment 12 – Beneficiary Problem Resolution.

XVII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 13 A1 – Program Integrity (7 pages)

All references to Exhibit A, Attachment 13 – Program Integrity, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 13 A1 - Program Integrity. The attached revised exhibit hereby replaces Exhibit A, Attachment 13 – Program Integrity.

XVIII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment 14 A1 – Reporting Requirements (3 pages)

All references to Exhibit A, Attachment 14 – Reporting Requirements, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment 14 A1 - Reporting Requirements. The attached revised exhibit hereby replaces Exhibit A, Attachment 14 – Reporting Requirements.

XIX. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B A1 – Budget Detail and Payment Provisions (5 pages)

All references to Exhibit B – Budget Detail and Payment Provisions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read

Attachment: 2.0 std213A Mariposa Page 2 (RES-2021-681 : California DHCSAmendment to Multi-Year Agreement 17-94593)

Exhibit B A1 - Budget Detail and Payment Provisions. The attached revised exhibit hereby replaces Exhibit B – Budget Detail and Payment Provisions.

XX. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit E A1 – Additional Provisions (17 pages)

All references to Exhibit E – Additional Provisions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit E A1 - Additional Provisions. The attached revised exhibit hereby replaces Exhibit E – Additional Provisions.

XXI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit E, Attachment 1 A1 – Definitions (5 pages)

All references to Exhibit E, Attachment 1 – Definitions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit E, Attachment 1 A1 - Definitions. The attached revised exhibit hereby replaces Exhibit E, Attachment 1 – Definitions.

XXII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit E, Attachment 2 A1 – Service Definitions (6 pages)

All references to Exhibit E, Attachment 2 – Service Definitions, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit E, Attachment 2 A1 – Service Definitions. The attached revised exhibit hereby replaces Exhibit E, Attachment 2 – Service Definitions.

XXIII. All other terms and conditions shall remain the same.

Attachment: 2.0 std213A Mariposa Page 2 (RES-2021-681 : California DHCSAmendment to Multi-Year Agreement 17-94593)

State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

DATE: November 30, 2021
TO: Mariposa Behavioral Health Director

SUBJECT: Mental Health Plan (MHP) Parity Amendment Amendment No. 17-94593 A01 for Mental Health Services Term July 1, 2017 – June 30, 2022.

Enclosed for signature is the MHP contract amendment for mental health services for term July 1, 2017 – June 30, 2022.

The MHP contract amendment must be signed by the Contractor's appropriate designee and returned to the Department of Health Care Services (DHCS) by close of business **February 28, 2022**.

The requirements for processing the enclosed amendment include the following:

- Obtain a resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which **specifically** approves and authorizes execution of this amendment.
- The individual authorized by the County Board of Supervisors (BOS) must sign two Standard Agreements (STD 213A) and CCC 04/2017. Please ensure that the printed name and title are neatly written/typed into the appropriate boxes (ensuring all written information is legible).
- Return the following to DHCS: ****Please do not staple any documents.****
  - **One** copy of resolution, approved board of minutes, order, motion, or ordinance (or authority documentation if signed by someone other than BOS).
  - **Two** original signed STD 213As. Only an original wet signature will be accepted; signature stamps or seals are **not** an acceptable form of signature.
  - **Two** copies of each of the following exhibits:
    - Exhibit A, B, and E
  - **One** original signed CCC 04/2017 (Contractor Certification Clauses)
- Send to:

Regular Mail & Overnight Mail
Department of Health Care Services
Contracts Division
Attention: Rob Strom
1501 Capitol Avenue, MS 4200
Sacramento, CA 95814

- Please retain a copy of the signed STD 213A and the documents, as outlined in the STD 213A (copies enclosed), as a temporary record until such time you receive a copy of the executed Intergovernmental Agreement amendment.

Attachment: Transmittal Letter - MHP Contract Parity Amendment 17-94593 (RES-2021-681 : California DHCSAmendment to Multi-Year

Upon DHCS' receipt of the signed STD 213A's and authority documentation (including all enclosed exhibits), the amendment will be processed and an original signed copy will be returned for your records with all related contractual documents.

We appreciate working with you. If you have any questions, contact me at (916) 713-8509.

Sincerely,

Dee Taylor,
HPS I
Department of Health Care Services Medi-Cal Behavioral Health Division Program Policy Section
Behavioral Health Waiver Program Unit

Enclosures:

- Standard Agreement (Form STD 213A)
- Exhibit A, B, E
- CCC 04/2017 (Contractor Certification Clauses)

Behavioral Health

Medi-Cal Behavioral Health
Division
P.O. Box Number, City, CA Zip Code
Internet Address: http://www.DHCS.ca.gov

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
	Mariposa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

Attachment: Certification Clauses (RES-2021-681 : California DHCSAmendment to Multi-Year Agreement 17-94593)

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

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

Current State Employees (Pub. 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 (Pub. 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 Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. 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. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor 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, a

Attachment: Certification Clauses (RES-2021-681 : California DHCSAmendment to Multi-Year Agreement 17-94593)

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor 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.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor'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.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. 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.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor 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.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment: Certification Clauses (RES-2021-681 : California DHCSAmendment to Multi-Year Agreement 17-94593)

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213_DHCS (Rev. 03/18)

COPY

RES. NO. 18-

REGISTRATION NUMBER	AGREEMENT NUMBER
	17-94593

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

STATE AGENCY'S NAME (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services

CONTRACTOR'S NAME (Also referred to as Contractor)
Mariposa County Human Services, Behavioral Health & Recovery Services

2. The term of this Agreement is: July 1, 2017 through June 30, 2022

3. The maximum amount of this Agreement is: $ 0 Zero dollars

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

Exhibit A – Scope Of Work	2 pages
Attachment 1 Organization And Administration	6 pages
Attachment 2 Scope Of Services	9 pages
Attachment 3 Financial Requirements	6 pages
Attachment 4 Management Information Systems	2 pages
Attachment 5 Quality Improvement System	6 pages
Attachment 6 Utilization Management Program	3 pages
Attachment 7 Access And Availability Of Services	4 pages
Attachment 8 Provider Network	11 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Mariposa County Human Services, Behavioral Health & Recovery Services

BY *(Authorized Signature)* Chevon Kothari — DATE SIGNED *(Do not type)* 6/12/18

PRINTED NAME AND TITLE OF PERSON SIGNING
Chevon Kothari, Director

ADDRESS
P.O. Box 99
Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
Department of Health Care Services

BY *(Authorized Signature)* Carrie Talbot — DATE SIGNED *(Do not type)* 8/8/18

PRINTED NAME AND TITLE OF PERSON SIGNING
Carrie Talbot
Chief, Contract Management Unit

ADDRESS
1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413,
Sacramento, CA 95899-7413

California Department of General Services Use Only

[X] Exempt per: W&I Code §14703

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Sent to Tracy 6/20/18 CC

Attachment: MHP - MHS - Standard Agmt & Cnty Res Pg (2018-324)18-324 (Final) (RES-2021-681 : California DHCSAmendment to Multi-Year

MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Servic 0

RESOLUTION - ACTION REQUESTED 2018-324

MEETING: July 10, 2018

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: California DHCS Multi-Year Agreement 17-94593 with Behavioral Health

---

RECOMMENDATION AND JUSTIFICATION:
Approve Five-Year Agreement No. 17-94593 with the State Department of Health Care Services Authorizing Mariposa County Behavioral Health to Provide Specialty Mental Health Services; and Authorize the Human Services Director to Sign the Agreement and Any Subsequent Amendments (Subject to Approval as to Form by County Counsel).

This contract renews an agreement with the State Department of Health Care Services (DHCS) which enables Mariposa County Behavioral Health to serve Medi-Cal Beneficiaries and claim Medi-Cal reimbursement. The term of this Agreement is July 1, 2017 through June 30, 2022.

This contract will allow Mariposa County Human Services to submit Medi-Cal claims for Specialty Mental Health Services for Medi-Cal eligible recipients.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The existing Agreement (12-89374) was approved by the Board on March 3, 2013, Resolution 2013-71.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without this Agreement in place, Behavioral Health will be unable to serve Medi-Cal beneficiaries and claim Medi-Cal Federal reimbursement.

FINANCIAL IMPACT:
Under this Agreement, Behavioral Health provides services to Medi-Cal beneficiaries and receives the federal share of reimbursement. This Agreement provides the primary revenue source for Behavioral Health. There is no impact on the general fund.

ATTACHMENTS:
Mariposa MHP Contract std213dhcs 3-2018 (PDF)
Mariposa 2017-22 MHP Contract- Exhibits A B and E (PDF)
Mariposa MHP Contract - Exhibit F (PDF)
Mariposa MHP CCC April 2017 FINAL.april 2017 (PDF)
MHP Contract - Exhibit DF (PDF)
MHP Contract - Exhibit F Attachment B - SSA agreement updated (PDF)

Attachment: MHP - MHS - Standard Agmt & Cnty Res Pg (2018-324)18-324 (Final) (RES-2021-681 : California DHCSAmendment to Multi-Year

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: MHP - MHS - Standard Agmt & Cnty Res Pg (2018-324)18-324 (Final) (RES-2021-681 : California DHCSAmendment to Multi-Year

AUG 13 2018

CONTRACTOR: County of Mariposa

AGREEMENT NUMBER: 17-94593

17-94593
County of Mariposa
Attn: Chevon Kothari
PO Box 99
Mariposa, CA 95338

Department of Health Care Services (DHCS) has standardized its agreement formats. The enclosed agreement may reference on-line terms and conditions (GTC or GIA) that are not attached to the agreement. If applicable, the cited terms may be viewed at this web site: http://www.ols.dgs.ca.gov/Standard+Language/default.htm. The enclosed agreement is not binding until signed by all parties and approved by the appropriate state agencies. No services should be provided prior to approval, as DHCS is not obligated to make any payments for services occurring prior to approval. Required action is noted by each checked [X] item below.

[ ] Affix a signature to the enclosed agreement copy and each face sheet. Two copies must bear original signatures. Return **all** copies to CMU's address noted below along with each item noted by a check mark [X]. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations, if any, must be approved by the funding program and initialed by the person who signs the agreement.

[ ] Complete, sign, and return the Payee Data Record (STD 204). Payments cannot be issued without this form.

[ ] Go to http://www.ols.dgs.ca.gov/Standard+Language/default.htm, review the GTC version referenced on the face of the agreement as Exhibit C. Review provision 11 to locate the Contractor Certification Clause (CCC) version (i.e., 307) that applies. Read the CCC in its entirety. Sign the first page of the Certification. Return the first page of the originally signed Certification to the CMU address below. Failure to return the appropriate CCC version will prohibit DHCS from doing buisness with your firm.

[ ] Enclosed for your records is a fully executed agreement copy. Include DHCS's agreement number on all invoices and future correspondence related to this agreement. Performance may commence.

[ ] The enclosed agreement has been signed by DHCS. When fully executed, **return one signed copy** to CMU's address below. Cite DHCS's agreement number on all correspondence about this agreement.

[ ] The enclosed agreement has been signed by DHCS and is fully executed. Cite the agreement number in future correspondence.

Contact CMU at (916) 650-0150 if there are questions about this letter. Return all items identified above to this address:

DHCS Contract Management Unit
MS 1403, 1501 Capitol Avenue
P.O. Box 997413
Sacramento, CA 95899-7413

For program matters, invoice/payment issues, or to discuss agreement alterations, contact:

Dee Taylor (916) 552-9536
DHCS Fiscal Management & Outcomes Report
1500 Capitol Ave, MS 2702
Sacramento, CA 95899-2702

Enclosure(s)

Attachment: MHP - MHS - Standard Agmt & Cnty Res Pg (2018-324)18-324 (Final) (RES-2021-681 : California DHCSAmendment to Multi-Year

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: 4260-1794593-A1

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 148 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
17-94593	A01	

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is:

START DATE
July 1, 2017

THROUGH END DATE
June 30, 2022

3. The maximum amount of this Agreement after this Amendment is:
$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of Amendment: Updating terms and conditions to comply with federal regulations as determined by the Centers for Medicare and Medicaid Services.

II.a. Paragraph 1 on the face of the original STD 213 is revised to reflect the Contractor's formal name change from Mariposa County Human Services, Behavioral Health & Recovery Services, to County of Mariposa.

(Continued on next pages)

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO Box 99	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: 1.0 STD 213A - December 9 2021 (RES-2021-681 : California DHCSAmendment to Multi-Year Agreement 17-94593)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: 4260-1794593-A1

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 148 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
17-94593	A01	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	Exempt per: WIC 14703		

Attachment: 1.0 STD 213A - December 9 2021 (RES-2021-681 : California DHCSAmendment to Multi-Year Agreement 17-94593)

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Accept the Resignation of Stacey Lynch from the IHSS Advisory Committee

---

RECOMMENDATION AND JUSTIFICATION:
Accept the resignation of Stacey Lynch from the In-Home Supportive Services (IHSS) Advisory Committee effective immediately.

Ms. Lynch has served on the IHSS Advisory Committee since her appointment date of October 5, 2021. On December 6, 2021, Ms. Lynch gave email notification of her resignation due to other obligations. Upon acceptance of Ms. Lynch's resignation, it is recommended that a Certificate of Appreciation be sent recognizing her service on this Committee.

The existing vacancy will be posted pursuant to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has traditionally followed the recommendation of the IHSS Advisory Committee regarding the resignation of members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This would be a missed opportunity to acknowledge a committee member for their service.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2021-682

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Approve the Code Compliance Advisory Committee By-Laws

RECOMMENDATION AND JUSTIFICATION:
Approve the Code Compliance Advisory Committee (CCAC) By-Laws.

In accordance with Section 2.50.100.G of the Mariposa County Code, the Planning Director is responsible for the preparation of draft by-laws for the review and approval of the Planning Advisory Committees with final approval of the by-laws by the Board of Supervisors.

At their December 1, 2021 meeting the Code Compliance Advisory Committee recommended that the Board of Supervisors approve the attached by-laws.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
None related to the CCAC's By-Laws. However, the Board of Supervisors has approved by-laws for various planning advisory committees in the past. These previously adopted by-laws served as a template for preparation of the draft CCAC's by-laws.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board of Supervisions could make modifications to the draft by-laws or if the Board does not approve the by-laws they would be referred back to the CCAC for further review.

ATTACHMENTS:
211201 CCAC Approved Draft By-Laws (PDF)
211220 CCAC Draft By-Laws - Amended (DOCX)

RESULT: **ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12339

Mariposa County
Code Compliance Advisory Committee

DRAFT By-Laws

Article I
Name of Organization

Section 1: The name of this organization shall be the Code Compliance Advisory Committee (hereinafter referred to as "the CCAC" or "CCAC"), as authorized by Mariposa County Resolution No. 2021-331.

Article II
Purposes and Tasks of the CCAC

Section 1: The CCAC has the following purposes and tasks:

a. Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
b. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The CCAC is a non-partisan, non-sectarian, non-profit making organization which shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section 2: The CCAC has the following responsibilities:

a. Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).
b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.
c. Review, understand and comply with the state's Ralph M. Brown Act (Brown Act) requirements.
d. Review and understand state law requirements for code compliance activities at a local level.
e. Review and understand due process requirements.

Attachment: 211201 CCAC Approved Draft By-Laws (RES-2021-682 : Approve the Code Compliance Advisory Committee By-Laws)

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.
g. Review and learn about what other similar or neighboring jurisdictions do for code compliance.
h. Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

Article III
Members

Section 1: The Code Compliance Advisory Committee (CCAC) shall be established with nine (9) voting members. Membership requirements or considerations include the following:

a. Members shall reside in Mariposa County.
b. Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.
c. Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the CCAC.

Each voting member has one vote and no proxy.

Section 2: The CCAC may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the CCAC.

Section 3: Appointments to the CCAC shall be made by the Board of Supervisors. Initial appointment of CCAC members shall be as follows:

- Four (4) members: one (1) year terms
- Three (3) members: two (2) year terms
- Two (2) members: three (3) year terms

If the initial appointments are made mid-term, the appointments shall minimally be for the terms listed above [e.g. the "one (1) year terms" may actually be one (1) year and five (5) months terms or one (1) year and two (2) month terms].

After the initial appointments, all terms will be for two (2) year periods.

Attachment: 211201 CCAC Approved Draft By-Laws (RES-2021-682 : Approve the Code Compliance Advisory Committee By-Laws)

All terms shall expire upon the last day of February of the appropriate year.

The Board of Supervisors may remove at any time and without cause any member of the CCAC.

Section 4: CCAC members shall provide advance notice to the Chair if they are unable to attend a meeting. The Chair shall determine if the absence is excused or un-excused.

If any member of the CCAC is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the CCAC by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term.

Article IV
Officers

Section 1: At its first meeting, the CCAC shall elect a Chair, Vice Chair and Secretary to serve a term of one (1) year or until the successor of each is appointed and qualified. Members will assume office immediately at that time.

Following the initial appointment of officers, elections shall occur at the first meeting of each calendar year.

Section 2: The Chair shall preside at all meetings of the CCAC and shall perform all duties necessary or incidental to the office, which may include approval of the agenda topics for all such meetings.

Section 3: The Chair (or designee) shall represent the CCAC at other public meetings and community events. The Chair shall only provide such representation based upon action taken by the CCAC at a regularly scheduled meeting of the CCAC in which a quorum was present.

Section 4: The Vice-Chair is Chair in the absence or inability of the Chair to act. The Secretary is Chair in the absence or inability of both the Chair and Vice-Chair to act, providing that the secretary is not a staff member. If the secretary is a staff member, the committee shall select a committee member as pro-tem.

Section 5: The Secretary shall prepare draft minutes of the meetings. The Secretary shall provide draft meeting minutes to the Planning Department within one week after the meeting. The Secretary shall provide final (approved) meeting minutes to the Planning Department within one week of approval.

Section 6: The CCAC may request that the Planning Director (or the Planning Director's designee) serve as Secretary, provided that the Planning Director has staff and resources available for the purpose of preparing brief minutes. The Planning Director (or designee) shall be responsible for posting and distributing the agenda and agenda packets. The Planning Director (or the Planning Director's designee) is responsible for recording the meeting and the archival storage of the audio.

Attachment: 211201 CCAC Approved Draft By-Laws (RES-2021-682 : Approve the Code Compliance Advisory Committee By-Laws)

Article V
Ad-Hoc Study Committees

Section 1: At its discretion, and by a majority vote, the CCAC may appoint members of the CCAC to study specific items as determined by the CCAC. The membership of any ad-hoc study CCAC may not comprise a quorum of the CCAC.

Section 2: Ad-Hoc Study Committees may make recommendations and submit them to the CCAC for review and possible action.

Section 3: Ad-Hoc Study Committees may include participants who are not CCAC members, but whose participation is deemed valuable to the subject being studied.

Article VI
Meetings

Section 1: All meetings of the CCAC and CCAC's subcommittees are open to the public. Members of the public may bring matters to the attention of the CCAC, express opinions and request action. No action will be taken on items not on the agenda. Meetings and noticing of meetings of the CCAC shall be subject to the provisions of the California Open Meeting Law (Brown Act) and shall be conducted in accordance with Rosenberg's Rules of Order. Meetings that are not noticed correctly may not occur and must be rescheduled to a future date.

Section 2: Meetings shall be held at the call of the Chair or at the request of the majority of the CCAC members. At its first meeting, the CCAC shall establish a meeting schedule deemed necessary by the CCAC to accomplish its purpose. The approved meeting schedule shall be posted for informational purposes on the CCAC's webpage within Mariposa Planning's web page, as well as on the Mariposa Planning Facebook page. The approved meeting schedule may be modified after approval, with majority vote of the CCAC. The modified meeting schedule shall be posted in the same manner as required for the originally approved meeting schedule.

If regular monthly meetings are not needed, meetings may be scheduled on an as-needed basis. Scheduling of "as-needed" meetings shall be coordinated by the Planning Director (or designee) and the Chair.

Section 3: Notice of CCAC meetings shall be posted and published by County staff not less than seven (7) days prior to the date of the meeting at the following locations:

a. Mariposa County Website page,
b. Mariposa Planning Facebook page,
c. The Mariposa County Government Center,
d. Publication in the *Mariposa Gazette*,
e. Other posted locations as determined by the CCAC, and

Attachment: 211201 CCAC Approved Draft By-Laws (RES-2021-682 : Approve the Code Compliance Advisory Committee By-Laws)

f. The meeting location.

The Planning Director or designee may supplement (increase) required notification in any manner deemed appropriate for the content of the proposed agenda.

Section 4: An agenda shall be posted at the meeting location at least 72 hours prior to any regular meeting by the Chair (or designee), if in-person meetings are conducted.

Section 5: A quorum for a duly held meeting and for action on any item shall consist of a majority of the voting CCAC members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section 6: Meetings of the CCAC are to be held in public places which are in compliance with the Americans with Disabilities Act.

At the discretion of the Chair, or upon request of a CCAC member, public input on matters being considered by the CCAC may be time-limited in order to allow for participation from all members of the public present who would like to speak, or for adequate deliberation by the CCAC before making a decision.

Section 7: Every decision made by a majority of the members present at a duly held meeting, at which a quorum is present, shall be regarded as a decision of the entire CCAC.

Section 8: An item on the agenda may, unless otherwise provided by ordinance, be continued to the next scheduled or to a subsequent meeting of the CCAC, the date, time, and location to be specified. A regular meeting will be adjourned when all of the agenda items have been discussed or continued to another meeting.

Article VII
Correspondence

Section 1: Correspondence received by any CCAC member regarding matters being considered by the CCAC may be forwarded to Planning staff and distributed to all CCAC members**.**

Section 2: Upon receipt of any correspondence directed to the activities or responsibilities of the CCAC, the correspondence shall be placed on the agenda of the next regularly scheduled meeting, time permitting, for discussion by the CCAC.

Section 3: The Chair (or designee) shall reply to any correspondence or refer the correspondence to the Mariposa County Planning Commission or Board of Supervisors, based upon action taken by the CCAC at a meeting in which a quorum is present.

Article VIII
Amendments

Attachment: 211201 CCAC Approved Draft By-Laws (RES-2021-682 : Approve the Code Compliance Advisory Committee By-Laws)

Section 1: These by-laws and any amendments to these by-laws may only be reviewed at a regular meeting of the CCAC.

Section 2: These by-laws and any amendments approved by the CCAC shall be submitted to the Board of Supervisors for review and final approval.

Attachment: 211201 CCAC Approved Draft By-Laws (RES-2021-682 : Approve the Code Compliance Advisory Committee By-Laws)

Mariposa County
Code Compliance Advisory Committee

DRAFT By-Laws

Article I
Name of Organization

Section 1: The name of this organization shall be the Code Compliance Advisory Committee (hereinafter referred to as "the CCAC" or "CCAC"), as authorized by Mariposa County Resolution No. 2021-331.

Article II
Purposes and Tasks of the CCAC

Section 1: The CCAC has the following purposes and tasks:

a. Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
b. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The CCAC is advisory to the Board of Supervisors and, as such, shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section 2: The CCAC has the following responsibilities:

a. Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).
b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.
c. Review, understand and comply with the state's Ralph M. Brown Act (Brown Act) requirements.
d. Review and understand state law requirements for code compliance activities at a local level.
e. Review and understand due process requirements.

Attachment: 211220 CCAC Draft By-Laws - Amended (RES-2021-682 : Approve the Code Compliance Advisory Committee By-Laws)

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.
g. Review and learn about what other similar or neighboring jurisdictions do for code compliance.
h. Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

Article III
Members

Section 1: The Code Compliance Advisory Committee (CCAC) shall be established with nine (9) voting members. Membership requirements or considerations include the following:

a. Members shall reside in Mariposa County.
b. Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.
c. Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the CCAC.

Each voting member has one vote and no proxy.

Section 2: The CCAC may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the CCAC.

Section 3: Appointments to the CCAC shall be made by the Board of Supervisors. Initial appointment of CCAC members shall be as follows:

- Four (4) members: one (1) year terms
- Three (3) members: two (2) year terms
- Two (2) members: three (3) year terms

If the initial appointments are made mid-term, the appointments shall minimally be for the terms listed above [e.g. the "one (1) year terms" may actually be one (1) year and five (5) months terms or one (1) year and two (2) month terms].

After the initial appointments, all terms will be for two (2) year periods.

All terms shall expire upon the last day of February of the appropriate year.

Attachment: 211220 CCAC Draft By-Laws - Amended (RES-2021-682 : Approve the Code Compliance Advisory Committee By-Laws)

The Board of Supervisors may remove at any time and without cause any member of the CCAC.

Section 4: CCAC members shall provide advance notice to the Chair if they are unable to attend a meeting. The Chair shall determine if the absence is excused or un-excused.

If any member of the CCAC is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the CCAC by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term.

Article IV
Officers

Section 1: At its first meeting, the CCAC shall elect a Chair, Vice Chair and Secretary to serve a term of one (1) year or until the successor of each is appointed and qualified. Members will assume office immediately at that time.

Following the initial appointment of officers, elections shall occur at the first meeting of each calendar year.

Section 2: The Chair shall preside at all meetings of the CCAC and shall perform all duties necessary or incidental to the office, which may include approval of the agenda topics for all such meetings.

Section 3: The Chair (or designee) shall represent the CCAC at other public meetings and community events. The Chair shall only provide such representation based upon action taken by the CCAC at a regularly scheduled meeting of the CCAC in which a quorum was present.

Section 4: The Vice-Chair is Chair in the absence or inability of the Chair to act. The Secretary is Chair in the absence or inability of both the Chair and Vice-Chair to act.

Section 5: The Secretary shall prepare draft minutes of the meetings. The Secretary shall provide draft meeting minutes to the Planning Department within one week after the meeting. The Secretary shall provide final (approved) meeting minutes to the Planning Department within one week of approval.

Section 6: The CCAC may request that the Planning Director (or the Planning Director's designee) serve as Secretary, provided that the Planning Director has staff and resources available for the purpose of preparing brief minutes. The Planning Director (or designee) shall be responsible for posting and distributing the agenda and agenda packets. The Planning Director (or the Planning Director's designee) is responsible for recording the meeting and the archival storage of the audio.

Article V
Ad-Hoc Study Committees

Attachment: 211220 CCAC Draft By-Laws - Amended (RES-2021-682 : Approve the Code Compliance Advisory Committee By-Laws)

Section 1: At its discretion, and by a majority vote, the CCAC may appoint members of the CCAC to study specific items as determined by the CCAC. The membership of any ad-hoc study CCAC may not comprise a quorum of the CCAC.

Section 2: Ad-Hoc Study Committees may make recommendations and submit them to the CCAC for review and possible action.

Section 3: Ad-Hoc Study Committees may include participants who are not CCAC members, but whose participation is deemed valuable to the subject being studied.

Article VI
Meetings

Section 1: All meetings of the CCAC and CCAC's subcommittees are open to the public. Members of the public may bring matters to the attention of the CCAC, express opinions and request action. No action will be taken on items not on the agenda. Meetings and noticing of meetings of the CCAC shall be subject to the provisions of the California Open Meeting Law (Brown Act) and shall be conducted in accordance with Rosenberg's Rules of Order. Meetings that are not noticed correctly may not occur and must be rescheduled to a future date.

Section 2: Meetings shall be held at the call of the Chair or at the request of the majority of the CCAC members. At its first meeting, the CCAC shall establish a meeting schedule deemed necessary by the CCAC to accomplish its purpose. The approved meeting schedule shall be posted for informational purposes on the CCAC's webpage within Mariposa Planning's web page, as well as on the Mariposa Planning Facebook page. The approved meeting schedule may be modified after approval, with majority vote of the CCAC. The modified meeting schedule shall be posted in the same manner as required for the originally approved meeting schedule.

If regular monthly meetings are not needed, meetings may be scheduled on an as-needed basis. Scheduling of "as-needed" meetings shall be coordinated by the Planning Director (or designee) and the Chair.

Section 3: Notice of CCAC meetings shall be posted and published by County staff not less than seven (7) days prior to the date of the meeting at the following locations:

a. Mariposa Planning Website page,
b. Mariposa Planning Facebook page,
c. The Mariposa County Government Center,
d. Publication in the *Mariposa Gazette*,
e. Other posted locations as determined by the CCAC, and
f. The meeting location.

The Planning Director or designee may supplement (increase) required notification in any manner deemed appropriate for the content of the proposed agenda.

Attachment: 211220 CCAC Draft By-Laws - Amended (RES-2021-682 : Approve the Code Compliance Advisory Committee By-Laws)

Section 4: An agenda shall be posted at the meeting location at least 72 hours prior to any regular meeting by the Chair (or designee), if in-person meetings are conducted.

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Section 1: These by-laws and any amendments to these by-laws may only be reviewed at a regular meeting of the CCAC.

Section 2: These by-laws and any amendments approved by the CCAC shall be submitted to the Board of Supervisors for review and final approval.

Attachment: 211220 CCAC Draft By-Laws - Amended (RES-2021-682 : Approve the Code Compliance Advisory Committee By-Laws)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-683

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Approve a Fourth Amendment for Airport Services with Airborrn Aviation Services

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RECOMMENDATION AND JUSTIFICATION:
Approve Fourth Amendment to the Agreement with Airborrn Aviation Services for Airport Services to Extend the Term of the Agreement to June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This extension will allow for additional time for the parties to negotiate a new agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 18, 2021 Resolution 2021-280 the Board approved a Third Amendment to extend the term of the Agreement. On January 12, 2021 Resolution 2021-26 Resolution 2021-26 the Board approved a a Second Amendment to extend the term of the Agreement. On July 7, 2020 Resolution 2020-379 the Board approved a First Amendment to extend the term of the Agreement. On October 16, 2015 Resolution 15-477 the Board approved an Agreement with Airborrn Aviation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Agreement will expire and we will no longer have a contractor providing specified services at the Airport.

FINANCIAL IMPACT:
None, this is extension of an existing agreement which is paid through Airport Fees

ATTACHMENTS:

Airborrne Aviation 4th Amd	**(PDF)**
Airborrn Aviation 3rd amd	**(PDF)**
Airborrn Aviation 2nd amd	**(PDF)**
Airborrn Aviation 1st amd	**(PDF)**
Airbornn Aviation Agreement	**(PDF)**

RESULT: **ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

FOURTH AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE

THIS THIRD AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE, is made and entered into this _____ day of _____2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Airborrn Aviation Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 6, 2015, wherein **Contractor** agreed to provide Airport Management Services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated July 7, 2020 to extend the term of the Agreement; and

WHEREAS, County and **Contractor** entered into a Second Amendment dated January 12, 2021 to extend the term of the Agreement; and

WHEREAS, County and **Contractor** entered into a Third Amendment dated May 18, 2021 to extend the term of the Agreement, and

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

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2022.

2. Except as herein amended, the Agreement dated October 6, 2015, together with the First Amendment dated July 7, 2020, the Second Amendment dated January 12, 2021, and the Third Amendment dated May 18, 2021 shall remain in full force and effect.

Attachment: Airborrne Aviation 4th Amd (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airborrn Aviation Services)

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Anthony Borreson
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Airborrne Aviation 4th Amd (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airborrn Aviation Services)

SECOND AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE

THIS SECOND AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE is made and entered into this 12th day of January 2021, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Airborn Aviation Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 6, 2015, wherein **Contractor** agreed to provide airport management services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated July 7, 2020 to extend the term of the Agreement to December 31, 2020; and

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

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

1. Paragraph 6, "TERM", is hereby amended to extend the term of the Agreement from December 31, 2020 to June 30, 2021.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2020.

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

COUNTY OF MARIPOSA:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Anthony Borreson

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: Airborn Aviation 3rd amd (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airborn Aviation Services)

RES. NO. 21-26

SECOND AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE

THIS SECOND AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE is made and entered into this 12th day of January 2021, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Airborn Aviation Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 6, 2015, wherein **Contractor** agreed to provide airport management services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated July 7, 2020 to extend the term of the Agreement to December 31, 2020; and

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

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

1. Paragraph 6, "TERM", is hereby amended to extend the term of the Agreement from December 31, 2020 to June 30, 2021.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2020.

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

COUNTY OF MARIPOSA:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Anthony Borreson

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: Airborn Aviation 2nd amd (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airborn Aviation Services)

RES. NO. 20-379

FIRST AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE

THIS FIRST AMENDMENT TO AGREEMENT FOR AIRPORT MANAGEMENT AND LEASE is made and entered into this 7th day of July 2020, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Airborn Aviation Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 6, 2015, wherein **Contractor** agreed to provide airport management services; and

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

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

1. Paragraph 6, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2020.

2. Except as herein amended, the Agreement dated October 6, 2015 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:

Kevin Cann, Chairman
Mariposa County Board of Supervisors
By Marshall Long, Vice-Chair

CONTRACTOR:

Anthony Borreson

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Airborn Aviation 1st amd (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airborn Aviation Services)

RES. NO. 15-477

Attachment: Airbornn Aviation Agreement (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airbornn Aviation Services)

AIRPORT MANAGEMENT AGREEMENT AND LEASE

This **AIRPORT MANAGEMENT AGREEMENT AND LEASE** (hereinafter called "this Agreement"), is made and entered into in the County of Mariposa, State of California, as of October 7, 2015, by and between the **COUNTY OF MARIPOSA**, hereinafter called **COUNTY**, and **AIRBORRN AVIATION SERVICES,** hereinafter called **MANAGER**.

WITNESSETH

WHEREAS, pursuant to the provisions of Section 26020 et seq. of the Government Code of the State of California, **COUNTY** owns and operates an airport in the County of Mariposa, State of California, commonly known as the Mariposa/Yosemite Airport (hereinafter called "Airport"); and

WHEREAS, the Mariposa County Board of Supervisors requested proposals from interested parties to manage the Airport and provide certain commercial services; and

WHEREAS, the proposal submitted by **MANAGER** was selected by the Board of Supervisors; and

WHEREAS, **MANAGER** is willing and desires to manage the Airport and provide certain commercial services pursuant to the terms herein; and

WHEREAS, the parties wish to provide for the leasing of property by the **COUNTY** to the **MANAGER** at the Airport for the purpose of providing certain commercial services and airport management functions;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **LEASED PREMISES:** For and in consideration of the mutual covenants contained herein, **COUNTY** hereby grants to **MANAGER** the exclusive right to occupy the real property located at the Airport, as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, hereinafter the **LEASED PREMISES**, subject to the **COUNTY's** right of entry for inspection and similar purposes.

2. **TERM:** This Agreement shall commence on the 7th day of October 2015, and shall terminate on the 31st day of October, 2020. This Agreement shall be renewable thereafter as mutually agreed by the **COUNTY** and **MANAGER**.

Attachment: Airbornn Aviation Agreement (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airbornn Aviation Services)

3. **MANAGER RESPONSIBILITIES:** **MANAGER** will be responsible for managing the Airport for the use and benefit of the public, and for providing certain commercial services, subject to the **COUNTY's** authority as owner of the Airport and further subject to **COUNTY's** obligations pursuant to federal and state law and contractual commitments to the federal government as more particularly described in Section 6 of this Agreement. **MANAGER'S** specific obligations shall include the following responsibilities, divided by those responsibilities that will take effect upon approval of this agreement, and those responsibilities that will come into effect twelve (12) months from approval of this agreement unless mutually agreed to be brought into effect earlier by **COUNTY** (represented by the Director of Public Works) and **MANAGER**.

The following responsibilities will come in to effect upon initial approval of this agreement:

a) **MANAGER** will designate an individual to serve as the Airport Manager, who shall have primary responsibility for the airport management functions enumerated in this Section 3. **MANAGER** shall promptly notify **COUNTY** of any change in the designated Airport Manager. An Airport Manager shall be stationed at the Airport throughout the term of this Agreement.

b) **MANAGER** will be responsible for billing and collecting rental fees for short term (less than twelve months) use of hangars, tie-downs, and any other leased space at the Airport, including land use agreements with outside agencies, and may retain the revenue derived therefrom.

c) **MANAGER** may request of **COUNTY** that the Mariposa County Board of Supervisors take formal action to adjust the rental rate on tie-downs at the Airport.

d) **MANAGER** will conduct meetings to solicit input from Airport tenants and users and other interested parties. At **MANAGER's** option, attendance and participation in the Airport Advisory Committee shall satisfy this requirement.

e) **MANAGER** will participate in inspecting hangars to ensure that activities conducted therein are consistent with applicable agreements and do not present any risk to aeronautical activities at the Airport.

f) **MANAGER** may recommend to **COUNTY** that **COUNTY** terminate a hangar or ground lease or tie-down permit for non-compliance with terms of the applicable lease or permit; provided however that **COUNTY** reserves the right, in its sole

discretion, to terminate any lease or permit but whose decision to terminate will not be unreasonably withheld or delayed.

g) **MANAGER** may request of **COUNTY** that **COUNTY** amend this Agreement or enter into a separate agreement for the purpose of constructing additional aircraft storage hangars or maintenance hangars.

h) **MANAGER** is authorized to permit aircraft owners and operators to store aircraft at the Airport, in available hangars owned by the **COUNTY** and available tie-downs, so long as the term does not exceed twelve months. **MANAGER** shall use a standard form aircraft storage permit or hangar lease approved by the **COUNTY**. **COUNTY** reserves the right to deny use of the Airport; **MANAGER** is not authorized by this **AGREEMENT** to deny use of the Airport under any circumstances unless required by law to do so.

i) **MANAGER** will facilitate the long-term lease of Airport property by coordinating with prospective tenants and presenting draft agreements to **COUNTY** for negotiation and execution.

j) **MANAGER** will advertise the Airport in appropriate publications including a webpage and other aviation oriented media.

k) **MANAGER** will host seminars and promote airport assets, activities, and opportunities to local schools and the general public.

l) **MANAGER** shall immediately notify the **COUNTY** of any event or condition at the Airport which is known or which should reasonably be known that may present a risk to human health or the environment, including without limitation, any aircraft incident or accident, any fuel spill or release of any hazardous substance, or any weather or climatic condition presenting a risk to the operation of aircraft or the Airport.

m) In addition to services required by this agreement, **MANAGER** is authorized, but not required, to provide the following services and to engage in the following activities:

i) Apron services including loading and unloading of passengers, baggage, mail, and freight; provision of ramp equipment and ramp services such as repositioning of aircraft, aircraft cleaning, and other services for commercial

Attachment: Airbornn Aviation Agreement (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airbornn Aviation Services)

operators or other persons or firms.

ii) Special flight services, including aerial sightseeing, aerial advertising, towing aircraft, and aerial photography.

iii) Sales of new and used aircraft.

iv) Flight training.

v) Aircraft rental

vi) Aircraft charter operations, conducted by **MANAGER** or subcontractor or **MANAGER** in accordance with applicable Federal Aviation Administration regulations.

n) **MANAGER** is granted exclusive use and occupancy of the terminal included in the **LEASED PREMESIS** as a storefront for commercial operations including all manner of activities authorized by this agreement and other such activities approved by the Director of Public Works. **MANAGER** will assume responsibility for routine maintenance, security, cleanliness, and appearance of terminal building, including maintaining rest rooms in a clean and fully stocked status. **MANAGER** may allow use of terminal building for other purposes including meetings of community groups, Experimental Aircraft Association, and firefighting response personnel, and may charge fees for such use.

o) **MANAGER** may use the residence included in the **LEASED PREMISES** as a pilot resting facility, as short-term flight crew quarters for temporary use, as living quarters for the designated Airport Manager or another employee assigned as part of his/her official duties, or for any other purpose pre-approved by the Director of Public Works. It is the responsibility of **MANAGER** to comply with potential requirements for Transient Occupancy Tax permits and inspections associated with any use of residence.

p) Prior to taking possession of keys and alarm codes for the terminal building and residence, **COUNTY** and **MANAGER** shall conduct a walkthrough of the terminal building and residence to document presence and condition of property, materials, electronics, furniture, and determine disposition for removal and storage of items, to the satisfaction of both parties.

Attachment: Airbornn Aviation Agreement (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airbornn Aviation Services)

Attachment: Airbornn Aviation Agreement (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airbornn Aviation Services)

q) **MANAGER** must notify Director of Public Works prior to initiating additional commercial aeronautical and/or commercial non-aeronautical services beyond the services enumerated in this Section 3.

r) **MANAGER** will ensure that all activities undertaken or allowed by **MANAGER** will be in accordance with the Mariposa/Yosemite Airport Master Plan. Any exceptions to this provision will require the approval of the County Board of Supervisors.

s) **MANAGER** shall comply with the Airport Rules and Regulations, as may exist as of the effective date or promulgated or amended thereafter, and all applicable requirements under federal, state and local law and Federal Aviation Administration regulation in carrying out its obligations hereunder.

t) **MANAGER** shall make annual public reports to the Mariposa County Board of Supervisors summarizing all activities undertaken or allowed by **MANAGER** at the Airport.

The following responsibilities will come in to effect, collectively, twelve (12) months from the initial approval of this agreement:

u) **MANAGER** shall inspect the Airport runway at least once each day of operation, including weekends, to ensure that the runway is free of foreign objects and debris.

v) **MANAGER** shall assume operation and maintenance of the aircraft fuel dispensing system and tank located at the Airport and shall ensure 100 low-lead aircraft fuel remains available for sale by means of a commercial self-service system. **MANAGER** shall ensure that a sufficient volume of aircraft fuel remains available at the Airport at all times to serve the needs of Airport tenants and users, and shall not allow fuel tank levels to drop below 50% without prior approval from Director of Public Works. Upon assumption of fuel operation responsibilities, **MANAGER** shall set the price of fuel, will retain any revenue derived from fuel sales, and shall complete required fuel testing and record keeping, including any testing required on weekends. **MANAGER** shall ensure that 12,000 gallons of 100 low-lead aircraft fuel is available at the Airport upon termination of this Agreement for any reason.

w) **MANAGER** shall, in order to achieve "attended" status as an airport, staff the

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Airport Terminal from 10 AM to 4 PM, Monday through Friday, with the exception of the following holidays: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Exceptions to this provision shall be approved in advance by the Director of Public Works. This provision does not preclude additional operating hours and days at the discretion of **MANAGER**.

x) **MANAGER** shall provide basic pilot and aircraft support services by offering aircraft and aviation related supplies, software, services, etc. for sale, as the **MANAGER** determines necessary.

y) **MANAGER** shall have the exclusive right to maintain a rental car business at the airport and shall ensure that ground vehicles are available for rent at the Airport throughout the term of this Agreement.

z) Subject to mutual agreement of terms between **MANAGER** and **COUNTY** by future modification to this agreement, but no sooner than twelve (12) months from the effective date of this agreement, **MANAGER** may assume responsibility for administration of long term hangar leases, including billing and collecting of fees, and will retain revenue derived therefrom in that is excess of revenue required by **COUNTY** to offset expenses.

4. **COUNTY RESPONSIBILITIES:**

a) **COUNTY** shall be responsible for maintaining and repairing the Airport airfield, including runways, lighting, AWOS, taxiways, tie-down areas, and common-use ramp; and for maintaining the Airport grounds.

b) **COUNTY** shall be responsible for Notice to Airmen (NOTAM).

c) **COUNTY** shall be responsible for operation and maintenance of terminal and fuel dispensing system until **MANAGER** assumes operations of these facilities.

d) **COUNTY** shall be responsible for administering long term hangar leases including billing and collecting rental fees, and will retain the revenue derived therefrom, until such time as **MANAGER** assumes responsibility.

e) **COUNTY** shall be responsible for ensuring that the Airport complies with all applicable requirements and standards imposed by the State of California and

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the United States Government concerning the operation of the Airport and the environmental conditions thereon; provided however, that **MANAGER** shall assist in satisfying applicable requirements including, without limitation, accompanying any representative of the state or federal government in a tour or inspection of the Airport at the **COUNTY's** request, and providing information and documents as may be requested by a state or federal agency at the **COUNTY's** express direction.

f) **COUNTY** reserves the right to improve the Airport, including without limitation, making improvements to the Airport runways or taxiways and constructing new facilities at the Airport.

g) **COUNTY** shall be responsible for providing emergency police and firefighting services at the Airport, including but not limited to, both structure and aircraft firefighting.

h) **COUNTY** reserves the right to close the Airport in emergencies and further reserves the right to seek and obtain FAA approval to close the Airport on a temporary basis for special events. **MANAGER** reserves the right to suspend operations during Airport closure.

i) **COUNTY** reserves the right to authorize the lease of Airport property for terms exceeding twelve months.

j) **COUNTY** reserves the right to authorize any individual or business to conduct commercial aeronautical activities at the Airport.

k) **COUNTY** reserves the right to authorize or deny the use of the Airport for any non-aeronautical activity.

l) **COUNTY** shall ensure that 12,000 gallons of 100 low-lead aircraft fuel is available at the Airport prior to MANAGER assuming responsibility for fuel operations.

5. FINANCIAL OBLIGATIONS OF COUNTY AND MANAGER:

a) **COUNTY** shall retain hangar rent proceeds and make all required payments to the California Department of Transportation, per the long-term hangar financing agreement, until such time as this Airport Manager agreement is modified per

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Paragraph 3(z).

b) **MANAGER** shall be authorized to retain the rent proceeds associated with any other parcels or structures owned by **COUNTY**, and revenues from commercial services provided by **MANAGER**.

c) **COUNTY** shall be responsible for the costs to maintain the aircraft fuel storage tanks and self-service fuel dispensing system, and will retain any proceeds from fuel sales, until such time as **MANAGER** assumes operation of these facilities.

d) **COUNTY** shall maintain adequate insurance on the hangars, terminal and fuel tank farm.

e) **COUNTY** shall be responsible for the utility costs associated with the Airport airfield and runway lighting system.

f) **MANAGER** shall be responsible for utility costs in connection with the **LEASED PREMISES** operated by **MANAGER**. **MANAGER** will assume account service for telephone, internet, alarm service, and propane to terminal and residence. **COUNTY** will continue to receive billing for electrical service, and will invoice **MANAGER** monthly for usage according to formula prepared by the Director of Public Works to reasonably split charges falling under meters that serve leased as well as public functions.

6. **TERMS REQUIRED BY FAA**: The following terms are required to be included in this Agreement in satisfaction of COUNTY's obligations to the Federal Aviation Administration:

a) **MANAGER**, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the **MANAGER** shall use the premises in compliance with all other requirements imposed by or pursuant to

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49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

b) **COUNTY** reserves the right to further develop or improve the land area of the Airport as it sees fit, regardless of the desires or views of the **MANAGER** and without interference or hindrance.

c) **COUNTY** reserves the right, but shall not be obligated to the **MANAGER**, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the **MANAGER** in this regard.

d) This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the **COUNTY** and the United States, relative to the development, operation, or maintenance of the Airport. Failure of the **MANAGER** or any occupant to comply with the requirements of any existing or future agreement between the **COUNTY** and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of **MANAGER'S** rights hereunder.

e) There is reserved to the **COUNTY**, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the **LEASED PREMISES**. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport premises.

f) **MANAGER** agrees to comply with the notification and review requirements covered in Title 14 CFR Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the **LEASED PREMISES** or in the event of any planned modification or alteration of any present or future building or structure situated on the **LEASED PREMISES**.

g) **MANAGER**, by accepting this Agreement, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the

Attachment: Airbornn Aviation Agreement (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airbornn Aviation Services)

requirements of Title 14 CFR Part 77 to constitute an obstruction or hazard. In the event the aforesaid covenants are breached, **COUNTY** reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the **MANAGER**.

h) **MANAGER**, by accepting this Agreement, agrees for itself, its successors and assigns that it will not make use of the **LEASED PREMISES** in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, **COUNTY** reserves the right to enter upon the **LEASED PREMISES** and cause the abatement of such interference at the reasonable expense of **MANAGER**.

i) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40101(e) or 49 U.S.C. § 47107(a)(4).

j) This Agreement and all of the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during a time of war or national emergency.

k) **MANAGER** will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that **MANAGER** may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

7. **VOLUNTARY ASSIGNMENT**: Except as expressly provided herein, **MANAGER** shall not assign this Agreement nor any right hereunder, nor sublet the LEASED PREMISES, nor any part thereof, or suffer any other person to occupy the LEASED PREMISES or any portion thereof without prior written consent of the **COUNTY**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **COUNTY** terminate this Agreement. This provision does not prohibit the MANAGER from allowing other parties to utilize the LEASED PREMISES for permitted functions and events.

8. **INVOLUNTARY ASSIGNMENT**: **MANAGER** agrees that, except as expressly provided herein, neither this Agreement or any interest herein shall be assignable or transferable unless otherwise agreed in writing by the parties hereto, which consent shall not be unreasonably withheld.

9. **IMPROVEMENTS, CONSTRUCTION, ALTERATION**: **MANAGER** may maintain on the LEASED PREMISES improvements as necessary to facilitate the use of the LEASED PREMISES. Any structure and/or alteration, including new construction, must first be approved by the Mariposa County Board of Supervisors. Prior to any construction or work of improvement on the LEASED PREMISES, MANAGER shall furnish to COUNTY evidence that sufficient monies will be available to complete MANAGER'S proposal. COUNTY and MANAGER agree that such evidence shall represent at least the total estimated cost of construction and that said evidence may take one of the following forms:

A Performance Bond to be supplied by **MANAGER'S** contractor or contractors and issued jointly to **MANAGER** and **COUNTY** as Obligee. **MANAGER'S** contractor or contractors shall also submit to **COUNTY** a Certificate of Insurance as evidence of Workers' Compensation Insurance coverage.

Pledge of an escrow which will include funds received as proceeds of a financing contemplated by **MANAGER**. Such escrow shall be designated a "construction fund" and such fund shall be subject to periodic draw down in accordance with terms of the escrow.

10. **RIGHT OF RE-ENTRY OF COUNTY**: It is expressly agreed that in the event **MANAGER** creates or causes any material breach of this Agreement, **COUNTY** shall have the right and option to re-enter the LEASED PREMISES, take possession thereof, and remove all persons as provided by law.

11. **SURRENDER OF POSSESSION**: At the expiration of this Agreement, MANAGER promises and agrees to deliver unto COUNTY the LEASED PREMISES in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

12. **POSSESSORY INTEREST**: **MANAGER** recognizes and understands that to the extent this Agreement may or may not create a possessory interest subject to property taxation that the **MANAGER** is solely responsible for the payment of any taxes levied or assessed on the **LEASED PREMESIS**. **COUNTY** expresses no opinion on the taxable effect of this Agreement.

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13. **INDEMNITY**: MANAGER shall and hereby covenants that it will indemnify and defend, upon request of COUNTY, COUNTY, its governing board, officers, agents, and employees and each of them, and save them free and harmless of, and from any and all reasonable and proper costs, expenses, claims, liabilities, attorney's fees, actions, or damages, including liability for injuries to person or persons, or damage to property arising out of or in any way connected with the acts or omissions of MANAGER, its employees, agents, independent contractors, or invitees. This shall include any acts or omissions which may occur during construction, modification or removal of the improvements on the LEASED PREMISES pursuant to Paragraph 9. MANAGER'S obligations under this Section shall survive the expiration or termination of this Agreement.

In addition, **MANAGER** particularly agrees to indemnify, defend (upon request of **COUNTY**) and hold **COUNTY**, its governing board, commissions, agents, officers and employees harmless from any and all fines, suits, procedures, claims, losses, expenses and actions of every kind and all reasonable and proper costs associated therewith, including but not limited to all reasonable and proper attorney and consultant fees, arising out of or in any connected with any deposit, spill, discharge or other release of hazardous material that occurs at any time during **MANAGER'S** occupancy of the **LEASED PREMISES** as a result of any use(s) of the **LEASED PREMISES** and/or the occupancy of the **LEASED PREMISES** by **MANAGER** or as a result of **MANAGER'S** failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any environmental requirements. **MANAGER'S** obligations under this Section shall survive the expiration or termination of this Agreement.

COUNTY shall and hereby covenants that it will indemnify and defend, upon request of **MANAGER**, **MANAGER**, its members, officers, agents, and employees and each of them, and save them free and harmless of, and from any and all reasonable and proper costs, expenses, claims, liabilities, attorney's fees, actions, or damages, including liability for injuries to person or persons, or damage to property arising out of or in any way connected with the acts or omissions of **COUNTY**, its employees, agents, independent contractors, or invitees **COUNTY'S** obligations under this Section shall survive the expiration or termination of this Agreement.

In addition, **COUNTY** particularly agrees to indemnify, defend (upon request of **MANAGER**) and hold **MANAGER**, its members, commissions, agents, officers and employees harmless from any and all fines, suits, procedures, claims, losses, expenses and actions of every kind and all reasonable and proper costs associated therewith, including but not limited to all reasonable and proper attorney and consultant fees, arising out of or in any connected with any deposit, spill,

discharge or other release of hazardous material that occurs as a result of any use(s) of the **LEASED PREMISES** or Airport and/or the occupancy of the **LEASED PREMISES** or Airport by **COUNTY** or as a result of **COUNTY'S** failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any environmental requirements provided that **MANAGER** shall not settle or compromise any claim without prior written consent of **COUNTY**, not to be unreasonably withheld or delayed. **COUNTY'S** obligations under this Section shall survive the expiration or termination of this Agreement.

14. INSURANCE: During the term of this Agreement, MANAGER shall obtain and keep in full force and effect an airport general liability and automobile policy or policies of at least Three Million Dollars ($3,000,000) 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 MANAGER and its subcontractors, and that no other insurance effected by COUNTY or other named insureds will be called on to cover a loss covered thereunder. **MANAGER** will also obtain and keep Worker's Compensation insurance for employees 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. **MANAGER**'s insurance shall be with insurers holding an AM Best rating of A, VII, or higher unless otherwise found acceptable by the **COUNTY**. **MANAGER** hereby grants to **COUNTY** a waiver of subrogation which any insurer of **MANAGER** may acquire against the **COUNTY** by virtue of the payment of any loss under such insurance. **MANAGER** 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. Where possible, all policies shall be endorsed so that insurer provides **COUNTY** with notice of cancellation.

MANAGER 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 this section 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.

15. PUBLIC EMPLOYEES RETIREMENT SYSTEM: In the event that **MANAGER** or any employee, agent, or subcontractor of **MANAGER** providing services under this Agreement is

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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,** **MANAGER** shall indemnify, defend, and hold harmless **COUNTY** for the payment of any employee and or employer contributions for CalPERS benefits on behalf of **MANAGER** 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 the **COUNTY.**

16. **CHANGE OF ADDRESS**: It shall be MANAGER'S responsibility to inform COUNTY of any change of address.

17. **INSPECTION**: **COUNTY** shall have the right to enter upon the **LEASED PREMISES** at all reasonable times to inspect the **LEASED PREMISES** and **MANAGER'S** operation thereon. **COUNTY** reserves the right to enter upon the **LEASED PREMISES** for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as **COUNTY** may reasonably deem desirable in connection with the development of the Airport after giving reasonable notice to MANAGER. COUNTY shall indemnify **MANAGER** against all damage (including but not limited to damage to the improvements and personal property of **MANAGER**) and loss caused to **MANAGER** and/or its agents or customers by the exercise of the rights reserved in this Section.

18. **TERMINATION PRIOR TO EXPIRATION**:

a) **COUNTY** shall have the right to terminate this Agreement, in whole or in part, on the occurrence of any of the following events:

i) Upon one hundred eighty (180) days written notice.

ii) **MANAGER'S** insolvency/bankruptcy.

ii) **MANAGER'S** material breach of any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement.

iii) The abandonment of the **LEASED PREMISES.** Should this occur, **COUNTY** shall not be responsible for the custodial protection of **MANAGER'S** abandoned property, fixtures or equipment.

b) **MANAGER** shall have the right to terminate this Agreement on the occurrence of any of the following events:

Attachment: Airbornn Aviation Agreement (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airbornn Aviation Services)

i) Upon material breach by **COUNTY** of any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement.

ii) **MANAGER** shall have the right to terminate this Agreement upon one hundred eighty (180) days written notice.

iii) Damage to or destruction of all or a material part of the premises or airport facilities necessary to the operation of **MANAGER's** business.

iv) The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the airport, or any substantial parts thereof, in such a manner to restrict **MANAGER** from conducting business operations for a period in excess of ninety (90) days.

19. **BREACH:** In the event of breach of this Agreement by either party, the COUNTY and MANAGER shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

20. **PARTNERSHIP DISCLAIMER**: It is mutually understood and agreed that nothing in this Agreement is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **MANAGER** as an agent or representative of the **COUNTY** for any purpose or in any manner whatsoever.

21. **NOTICES**: Any notice to the **MANAGER** shall be sufficient if sent by certified mail, postage prepaid, addressed to Airborrn Aviation Services, 5020 Macready Way, Mariposa CA 95338. Any notice to the **COUNTY** shall be sufficient if sent by certified mail, postage prepaid, addressed to **COUNTY** at Mariposa County, Director of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338. The address to which the notices shall be mailed, as aforesaid, to either party may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

22. **NON-WAIVER**: Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or

other condition or covenant.

23. **SUCCESSORS AND THIRD-PARTY BENEFICIARIES**: This Agreement shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties. This Agreement shall not confer any rights or remedies upon any third-party not a party to this Agreement.

24. **ENTIRE AGREEMENT**: This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreement and understandings with respect thereto. This Agreement may only be amended by a written document duly approved and executed by the parties hereto.

25. **AUTHORIZED AGENT**: The Director of Public Works is the duly authorized agent of COUNTY for purposes of this Agreement, and as to any obligations assumed herein by MANAGER, they shall be performed only to the reasonable satisfaction of the Director of Public Works and to no other person.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY:

Merlin Jones, Chairman
Mariposa County Board of Supervisors

MANAGER:

Anthony Borreson
Airborrn Aviation Services

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Airbornn Aviation Agreement (RES-2021-683 : Approve a Fourth Amendment for Airport Services with Airbornn Aviation Services)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-684

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38

RECOMMENDATION AND JUSTIFICATION:
Approve 5Th Amendment with Quincy Engineering for Dogtown Rd Bridge #38 to Extend the Term of Agreement, Add to the Scope of Service, and Increase Compensation in the Amount of $15,000 for a Total Amount Not to Exceed $539,000; and Authorize the Board of supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County recently complete environmental clearance of the Dogtown Road over Maxwell Creek (Bridge No. 40C0038) with NEPA CE issued July 2021. Right-of-way acquisition and final design of the project is pending Caltrans approval. NEPA and CEQA clearances took longer than initially anticipated and a contract extension is required. During Summer 2021, Caltrans Local Assistance informed the County that the bridge width would need to be decreased to 20 ft clear width. Concrete barriers also need to be updated to new standards. Construction of the bridge is anticipated in Summer 2023 if funding is made available. 100% of these costs are reimbursable in the Highway Bridge Program.

On December 11, 2018 Resolution 2018-595 the Board approved to extend the term of the Agreement to December 31, 2021.
On April 11, 2017 Resolution 2017-201 authorized to extend the term of the Agreement to December 31, 2018.
On March 8, 2016 Resolution 2016-117 authorized to extend the term of the Agraeement to December 31, 2017.
On January 6, 2015, Resolution #2015-14 authorized to extend the term of the Agreement to December 31, 2015.
On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design for two bridges on Dogtown Road.
On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Agreement will expire.

REF ID# 12454

FINANCIAL IMPACT:
No Financial Impact

ATTACHMENTS:
Quincy 5th amd #38 (PDF)
Quincy 4th amd #38 (PDF)
Quincy 3rd amd #38 (PDF)
Quincy 2nd amd #38 (PDF)
Quincy 1st amd #38 (PDF)
Contract Quincy 40C0038 (PDF)
Dogtown 40C0038 Attachment A - Amendment 5 Request Letter2021.12 (PDF)
Dogtown 40C0038 Attachment B - Exhibit B 10.H2 Billing Rates2021 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

FIFTH AMENDMENT TO AGREEMENT FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD OVER MAXWELL CREEK BRIDGE #40C0038

THIS FIFTH AMENDMENT TO AGREEMENT FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD OVER MAXWELL CREEK BRIDGE #40C0038 is made and entered into this _____ day of _____, 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Quincey Engineering, hereinafter referred to as **"Contractor."**

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated October 15, 2013, wherein **Contractor** agreed to provide engineering services for bridge rehabilitation and replacement for Dogtown Road over Maxwell Creek Bridge; and

WHEREAS, **County** and **Contractor** entered into the First Amendment on December 6, 2015 to extend the term of the agreement to December 31, 2015, and

WHEREAS, **County** and **Contractor** entered into the Second Amendment on March 8, 2016 to extend the term of the agreement to December 31, 2017, and

WHEREAS, **County** and **Contractor** entered into the Third Amendment on April 11, 2017 to extend the term of the Agreement, expand the scope of services, and increase compensation, and

WHEREAS, County and **Contractor** entered into a Fourth Amendment on December 11, 2018 to extend the term of the Agreement, and

WHEREAS, **County** and **Contractor** desire to amend said Agreement to extend the term of the Agreement to December 31, 2024, expand the scope of services and increase 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 1.01, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2024.

2. Paragraph 3.01, "SCOPE OF SERVICES" is hereby amended to expand the Scope of Services as described in Exhibit A.

3. Paragraph 4.01 "COMPENSATION" is hereby amended to increase compensation by Fifteen Thousand Dollard ($15,000) for a total Not to Exceed amount of Five Hundred Thirty-Nine Thousand Dollars ($539,000) and to provide that the Contractor agrees to be reimbursed for hours worked at the hourly rates specified in Exhibit B, "10-H2 Specific Rate of Compensation." The specified hourly rates shall include direct salary costs, employee

Attachment: Quincy 5th amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this agreement.

4. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016, the Third Amendment dated April 11, 2017 and the Fourth Amendment dated December 11, 2018 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:

Marshall Long, Chair
Mariposa County Board of Supervisors

CONTRACTOR:

Quincy Engineering

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Quincy 5th amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

EXHIBIT "B"

10-H2 COST PROPOSAL Page 1 of 6

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Quincy Engineering, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Client: Mariposa County

Project: Dogtown Road Bridge (40C0038) over Maxwell Creek Contract No. TBD Participation Amount $ Date: 10/8/2021

For Combined Rate	Fringe Benefit %	+ General &Administrative %	= 163.90%	Combined ICR%
	OR			
For Home Office Rate	Fringe Benefit %	+ General &Administrative %	=	Home Office %
For Field Office Rate	Fringe Benefit %	+ General &Administrative %	=	Field Office %
		Fee	= 10	%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate From	To	Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Mark Reno - Project Manager* Principal Engineer	$287.39	N/A	N/A	7/1/2021	12/31/2021	$99 00		
	$297.45	N/A	N/A	1/1/2022	12/31/2022	$102.47	3.50%	
	$307.86	N/A	N/A	1/1/2023	12/31/2023	$106.05	3.50%	N/A
	$320.17	N/A	N/A	1/1/2024	12/31/2024	$110.29	4.00%	
	$332.98	N/A	N/A	1/1/2025	12/31/2025	$114.71	4.00%	
Robert Ferguson - Project Engineer* Project Manager/Senior Engineer	$203.20	N/A	N/A	7/1/2021	12/31/2021	$70 00		
	$210.32	N/A	N/A	1/1/2022	12/31/2022	$72.45	3.50%	
	$217.68	N/A	N/A	1/1/2023	12/31/2023	$74.99	3.50%	N/A
	$226.38	N/A	N/A	1/1/2024	12/31/2024	$77.99	4.00%	
	$235.44	N/A	N/A	1/1/2025	12/31/2025	$81.10	4.00%	
Scott McCauley - Project Engineer* Project Manager/Senior Engineer	$214.81	N/A	N/A	7/1/2021	12/31/2021	$74.00		
	$222.33	N/A	N/A	1/1/2022	12/31/2022	$76.59	3.50%	
	$230.11	N/A	N/A	1/1/2023	12/31/2023	$79.27	3.50%	N/A
	$239.32	N/A	N/A	1/1/2024	12/31/2024	$82.44	4.00%	
	$248.89	N/A	N/A	1/1/2025	12/31/2025	$85.74	4.00%	
Matthew Vaggione - Project Engineer Senior Engineer	$195.39	N/A	N/A	7/1/2021	12/31/2021	$67.31		
	$203 21	N/A	N/A	1/1/2022	12/31/2022	$70.00	4.00%	
	$211.34	N/A	N/A	1/1/2023	12/31/2023	$72.80	4.00%	N/A
	$219 79	N/A	N/A	1/1/2024	12/31/2024	$75.71	4.00%	
Greg Young - Project Engineer Senior Engineer	$243.84	N/A	N/A	7/1/2021	12/31/2021	$84 00		
	$252.38	N/A	N/A	1/1/2022	12/31/2022	$86.94	3.50%	
	$261.21	N/A	N/A	1/1/2023	12/31/2023	$89.98	3.50%	N/A
	$271.66	N/A	N/A	1/1/2024	12/31/2024	$93.58	4.00%	
	$282.53	N/A	N/A	1/1/2025	12/31/2025	$97.33	4.00%	
Bryan Stone - Project Engineer Senior Engineer	$179.98	N/A	N/A	7/1/2021	12/31/2021	$62.00		
	$186.28	N/A	N/A	1/1/2022	12/31/2022	$64.17	3.50%	
	$192.80	N/A	N/A	1/1/2023	12/31/2023	$66.42	3.50%	N/A
	$200.51	N/A	N/A	1/1/2024	12/31/2024	$69.07	4.00%	
	$208.53	N/A	N/A	1/1/2025	12/31/2025	$71.84	4.00%	
Kelly Gallagher - Specifications Senior Engineer	$237.25	N/A	N/A	7/1/2021	12/31/2021	$81 73		
	$245.56	N/A	N/A	1/1/2022	12/31/2022	$84.59	3.50%	
	$254.15	N/A	N/A	1/1/2023	12/31/2023	$87.55	3.50%	N/A
	$264.32	N/A	N/A	1/1/2024	12/31/2024	$91.05	4.00%	
	$274.89	N/A	N/A	1/1/2025	12/31/2025	$94.70	4.00%	
Brent Lemon - Project Manager* Principal Engineer	$290.29	N/A	N/A	7/1/2021	12/31/2021	$100 00		
	$300.45	N/A	N/A	1/1/2022	12/31/2022	$103.50	3.50%	
	$310.97	N/A	N/A	1/1/2023	12/31/2023	$107.12	3.50%	N/A
	$323.40	N/A	N/A	1/1/2024	12/31/2024	$111.41	4.00%	
	$336.34	N/A	N/A	1/1/2025	12/31/2025	$115.86	4.00%	
Dace Morgan - Project Engineer Senior Engineer	$218.50	N/A	N/A	7/1/2021	12/31/2021	$75.27		
	$226.15	N/A	N/A	1/1/2022	12/31/2022	$77.90	3.50%	
	$234.06	N/A	N/A	1/1/2023	12/31/2023	$80.63	3.50%	N/A
	$243.43	N/A	N/A	1/1/2024	12/31/2024	$83.86	4.00%	
	$253.16	N/A	N/A	1/1/2025	12/31/2025	$87.21	4.00%	

Attachment: Quincy 5th amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
N. Leland Mason - Constructability Review/Specifications Senior Engineer	$232.23	N/A	N/A	7/1/2021	12/31/2021	$80.00		
	$240.36	N/A	N/A	1/1/2022	12/31/2022	$82.80	3.50%	
	$248.77	N/A	N/A	1/1/2023	12/31/2023	$85.70	3.50%	N/A
	$258.72	N/A	N/A	1/1/2024	12/31/2024	$89.13	4.00%	
	$269.07	N/A	N/A	1/1/2025	12/31/2025	$92.69	4.00%	
Ramon Montes de Oca - Constructability Review Senior Engineer	$209.01	N/A	N/A	7/1/2021	12/31/2021	$72.00		
	$216.32	N/A	N/A	1/1/2022	12/31/2022	$74.52	3.50%	
	$223.90	N/A	N/A	1/1/2023	12/31/2023	$77.13	3.50%	N/A
	$232.85	N/A	N/A	1/1/2024	12/31/2024	$80.21	4.00%	
	$242.17	N/A	N/A	1/1/2025	12/31/2025	$83.42	4.00%	
Paul Sipple - Constructability Review Senior Engineer	$235.13	N/A	N/A	7/1/2021	12/31/2021	$81.00		
	$243.36	N/A	N/A	1/1/2022	12/31/2022	$83.84	3.50%	
	$251.88	N/A	N/A	1/1/2023	12/31/2023	$86.77	3.50%	N/A
	$261.96	N/A	N/A	1/1/2024	12/31/2024	$90.24	4.00%	
	$272.44	N/A	N/A	1/1/2025	12/31/2025	$93.85	4.00%	
Mike Sanchez - Senior Engineer	$211.91	N/A	N/A	7/1/2021	12/31/2021	$73.00		
	$219.33	N/A	N/A	1/1/2022	12/31/2022	$75.56	3.50%	
	$227.01	N/A	N/A	1/1/2023	12/31/2023	$78.20	3.50%	N/A
	$236.09	N/A	N/A	1/1/2024	12/31/2024	$81.33	4.00%	
	$245.53	N/A	N/A	1/1/2025	12/31/2025	$84.58	4.00%	
Carolyn Davis - Senior Project Manager/Project Engineer	$261.26	N/A	N/A	7/1/2021	12/31/2021	$90.00		
	$270.41	N/A	N/A	1/1/2022	12/31/2022	$93.15	3.50%	
	$279.87	N/A	N/A	1/1/2023	12/31/2023	$96.41	3.50%	N/A
	$291.06	N/A	N/A	1/1/2024	12/31/2024	$100.27	4.00%	
	$302.71	N/A	N/A	1/1/2025	12/31/2025	$104.28	4.00%	
Juan Cruz - Associate Engineer	$170.26	N/A	N/A	7/1/2021	12/31/2021	$58.65		
	$176.21	N/A	N/A	1/1/2022	12/31/2022	$60.70	3.50%	
	$182.38	N/A	N/A	1/1/2023	12/31/2023	$62.83	3.50%	N/A
	$189.68	N/A	N/A	1/1/2024	12/31/2024	$65.34	4.00%	
	$197.26	N/A	N/A	1/1/2025	12/31/2025	$67.95	4.00%	
Krassimir Panayotov - Associate Engineer	$179.11	N/A	N/A	7/1/2021	12/31/2021	$61.70		
	$185.38	N/A	N/A	1/1/2022	12/31/2022	$63.86	3.50%	
	$191.87	N/A	N/A	1/1/2023	12/31/2023	$66.09	3.50%	N/A
	$199.54	N/A	N/A	1/1/2024	12/31/2024	$68.74	4.00%	
	$207.52	N/A	N/A	1/1/2025	12/31/2025	$71.49	4.00%	
Andrew Mitchell - Associate Engineer Specifications*	$184.91	N/A	N/A	7/1/2021	12/31/2021	$63.70		
	$191.39	N/A	N/A	1/1/2022	12/31/2022	$65.93	3.50%	
	$198.09	N/A	N/A	1/1/2023	12/31/2023	$68.24	3.50%	N/A
	$206.01	N/A	N/A	1/1/2024	12/31/2024	$70.97	4.00%	
	$214.25	N/A	N/A	1/1/2025	12/31/2025	$73.81	4.00%	
Carl Hughes - Associate Engineer	$138.90	N/A	N/A	7/1/2021	12/31/2021	$47.85		
	$143.77	N/A	N/A	1/1/2022	12/31/2022	$49.52	3.50%	
	$148.80	N/A	N/A	1/1/2023	12/31/2023	$51.26	3.50%	N/A
	$154.75	N/A	N/A	1/1/2024	12/31/2024	$53.31	4.00%	
	$160.94	N/A	N/A	1/1/2025	12/31/2025	$55.44	4.00%	
Seth Irish - Surveying** Right-of-Way Engineering*	$232.23	N/A	N/A	7/1/2021	12/31/2021	$80.00		
	$240.36	N/A	N/A	1/1/2022	12/31/2022	$82.80	3.50%	
	$248.77	N/A	N/A	1/1/2023	12/31/2023	$85.70	3.50%	N/A
	$258.72	N/A	N/A	1/1/2024	12/31/2024	$89.13	4.00%	
	$269.07	N/A	N/A	1/1/2025	12/31/2025	$92.69	4.00%	
Alfonso Dabu - Survey Tech	$133.24	$199.86	$266.49	7/1/2021	12/31/2021	$45.90		
	$137.91	$206.86	$275.81	1/1/2022	12/31/2022	$47.51	3.50%	
	$142.73	$214.10	$285.47	1/1/2023	12/31/2023	$49.17	3.50%	N/A
	$148.44	$222.66	$296.89	1/1/2024	12/31/2024	$51.14	4.00%	
	$154.38	$231.57	$308.76	1/1/2025	12/31/2025	$53.18	4.00%	

(Add pages as necessary)

Attachment: Quincy 5th amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Kevin Williams - Assistant Engineer I	$107.41	$161.11	$214.81	7/1/2021	12/31/2021	$37.00		
	$111.17	$166.75	$222.33	1/1/2022	12/31/2022	$38.30	3.50%	
	$115.06	$172.59	$230.11	1/1/2023	12/31/2023	$39.64	3.50%	N/A
	$119.66	$179.49	$239.32	1/1/2024	12/31/2024	$41.22	4.00%	
	$124.45	$186.67	$248.89	1/1/2025	12/31/2025	$42.87	4.00%	
Kevin Beltran - Assistant Engineer I	$92.89	$139.34	$185.79	7/1/2021	12/31/2021	$32.00		
	$96.14	$144.22	$192.29	1/1/2022	12/31/2022	$33.12	3.50%	
	$99.51	$149.26	$199.02	1/1/2023	12/31/2023	$34.28	3.50%	N/A
	$103.49	$155.23	$206.98	1/1/2024	12/31/2024	$35.65	4.00%	
	$107.63	$161.44	$215.26	1/1/2025	12/31/2025	$37.08	4.00%	
Mason Dambacher - Intern	$55.16	$82.73	$110.31	7/1/2021	12/31/2021	$19.00		
	$57.09	$85.63	$114.17	1/1/2022	12/31/2022	$19.67	3.50%	
	$59.08	$88.63	$118.17	1/1/2023	12/31/2023	$20.35	3.50%	N/A
	$61.45	$92.17	$122.89	1/1/2024	12/31/2024	$21.17	4.00%	
	$63.90	$95.86	$127.81	1/1/2025	12/31/2025	$22.01	4.00%	
Brent Harison - Assistant Engineer I	$107.41	$161.11	$214.81	7/1/2021	12/31/2021	$37.00		
	$111.17	$166.75	$222.33	1/1/2022	12/31/2022	$38.30	3.50%	
	$115.06	$172.59	$230.11	1/1/2023	12/31/2023	$39.64	3.50%	N/A
	$119.66	$179.49	$239.32	1/1/2024	12/31/2024	$41.22	4.00%	
	$124.45	$186.67	$248.89	1/1/2025	12/31/2025	$42.87	4.00%	
Ashley Hansen - Assistant Engineer I	$103.60	$155.41	$207.21	7/1/2021	12/31/2021	$35.69		
	$107.23	$160.85	$214.46	1/1/2022	12/31/2022	$36.94	3.50%	
	$110.98	$166.48	$221.97	1/1/2023	12/31/2023	$38.23	3.50%	N/A
	$115.42	$173.13	$230.85	1/1/2024	12/31/2024	$39.76	4.00%	
	$120.04	$180.06	$240.08	1/1/2025	12/31/2025	$41.35	4.00%	
Inessa Toropov - Assistant Engineer I	$97.60	$146.39	$195.19	7/1/2021	12/31/2021	$33.62		
	$101.01	$151.52	$202.02	1/1/2022	12/31/2022	$34.80	3.50%	
	$104.55	$156.82	$209.09	1/1/2023	12/31/2023	$36.01	3.50%	N/A
	$108.73	$163.09	$217.46	1/1/2024	12/31/2024	$37.46	4.00%	
	$113.08	$169.62	$226.16	1/1/2025	12/31/2025	$38.95	4.00%	
Craig Polglase- Senior Engineering Tech	$181.81	N/A	N/A	7/1/2021	12/31/2021	$62.63		
	$188.17	N/A	N/A	1/1/2022	12/31/2022	$64.82	3.50%	
	$194.76	N/A	N/A	1/1/2023	12/31/2023	$67.09	3.50%	N/A
	$202.55	N/A	N/A	1/1/2024	12/31/2024	$69.77	4.00%	
	$210.65	N/A	N/A	1/1/2025	12/31/2025	$72.57	4.00%	
Bob Maechler - CAD Manager	$152.78	N/A	N/A	7/1/2021	12/31/2021	$52.63		
	$158.13	N/A	N/A	1/1/2022	12/31/2022	$54.47	3.50%	
	$163.66	N/A	N/A	1/1/2023	12/31/2023	$56.38	3.50%	N/A
	$170.21	N/A	N/A	1/1/2024	12/31/2024	$58.63	4.00%	
	$177.02	N/A	N/A	1/1/2025	12/31/2025	$60.98	4.00%	
Patrick Kenney - CAD Tech	$105.06	$157.58	$210.11	7/1/2021	12/31/2021	$36.19		
	$108.73	$163.10	$217.47	1/1/2022	12/31/2022	$37.46	3.50%	
	$112.54	$168.81	$225.08	1/1/2023	12/31/2023	$38.77	3.50%	N/A
	$117.04	$175.56	$234.08	1/1/2024	12/31/2024	$40.32	4.00%	
	$121.72	$182.58	$243.44	1/1/2025	12/31/2025	$41.93	4.00%	
Desiree Acol - Project Manager Assistant	$140.36	$210.53	$280.71	7/1/2021	12/31/2021	$48.35		
	$145.27	$217.90	$290.54	1/1/2022	12/31/2022	$50.04	3.50%	
	$150.35	$225.53	$300.70	1/1/2023	12/31/2023	$51.79	3.50%	N/A
	$156.37	$234.55	$312.73	1/1/2024	12/31/2024	$53.87	4.00%	
	$162.62	$243.93	$325.24	1/1/2025	12/31/2025	$56.02	4.00%	
Phyllis Jordan - Admin Assistant	$119.02	$178.53	$238.04	7/1/2021	12/31/2021	$41.00		
	$123.18	$184.78	$246.37	1/1/2022	12/31/2022	$42.44	3.50%	
	$127.50	$191.24	$254.99	1/1/2023	12/31/2023	$43.92	3.50%	N/A
	$132.60	$198.89	$265.19	1/1/2024	12/31/2024	$45.68	4.00%	
	$137.90	$206.85	$275.80	1/1/2025	12/31/2025	$47.50	4.00%	

(Add pages as necessary)

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BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT (1.5x)	OT (2x)	Effective date of hourly rate From	To	Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Principal Engineer / Principal-in-Charge	$263.87	N/A	N/A	7/1/2021	12/31/2021	$90.90		$70 - $120
	$273.11	N/A	N/A	1/1/2022	12/31/2022	$94.08	3.50%	$72 - $124
	$282.67	N/A	N/A	1/1/2023	12/31/2023	$97.37	3.50%	$75 $129
	$293.97	N/A	N/A	1/1/2024	12/31/2024	$101.27	4.00%	$78 - $134
	$305.73	N/A	N/A	1/1/2025	12/31/2025	$105.32	4.00%	$81 - $139
Associate Principal Engineer	$252.55	N/A	N/A	7/1/2021	12/31/2021	$87.00		$70 - $110
	$261.39	N/A	N/A	1/1/2022	12/31/2022	$90.05	3.50%	$72 - $114
	$270.54	N/A	N/A	1/1/2023	12/31/2023	$93.20	3.50%	$75 $118
	$281.36	N/A	N/A	1/1/2024	12/31/2024	$96.92	4.00%	$78 - $123
	$292.62	N/A	N/A	1/1/2025	12/31/2025	$100.80	4.00%	$81 - $127
Senior Engineer	$197.40	N/A	N/A	7/1/2021	12/31/2021	$68.00		$50 - $100
	$204.31	N/A	N/A	1/1/2022	12/31/2022	$70.38	3.50%	$52 - $104
	$211.46	N/A	N/A	1/1/2023	12/31/2023	$72.84	3.50%	$54 $107
	$219.92	N/A	N/A	1/1/2024	12/31/2024	$75.76	4.00%	$56 - $111
	$228.71	N/A	N/A	1/1/2025	12/31/2025	$78.79	4.00%	$58 - $116
Associate Engineer	$159.66	N/A	N/A	7/1/2021	12/31/2021	$55.00		$35 - $70
	$165.25	N/A	N/A	1/1/2022	12/31/2022	$56.93	3.50%	$36 - $72
	$171.03	N/A	N/A	1/1/2023	12/31/2023	$58.92	3.50%	$37 $75
	$177.87	N/A	N/A	1/1/2024	12/31/2024	$61.27	4.00%	$39 - $78
	$184.99	N/A	N/A	1/1/2025	12/31/2025	$63.73	4.00%	$41 - $81
Assistant Engineer I	$116.12	$174.17	$232.23	7/1/2021	12/31/2021	$40.00		$26 - $46
	$120.18	$180.27	$240.36	1/1/2022	12/31/2022	$41.40	3.50%	$27 - $48
	$124.39	$186.58	$248.77	1/1/2023	12/31/2023	$42.85	3.50%	$28 $49
	$129.36	$194.04	$258.72	1/1/2024	12/31/2024	$44.56	4.00%	$29 - $51
	$134.54	$201.80	$269.07	1/1/2025	12/31/2025	$46.35	4.00%	$30 - $53
Assistant Engineer II	$156.76	$235.13	$313.51	7/1/2021	12/31/2021	$54.00		$34 - $62
	$162.24	$243.36	$324.49	1/1/2022	12/31/2022	$55.89	3.50%	$35 - $64
	$167.92	$251.88	$335.84	1/1/2023	12/31/2023	$57.85	3.50%	$36 $66
	$174.64	$261.96	$349.28	1/1/2024	12/31/2024	$60.16	4.00%	$38 - $69
	$181.62	$272.44	$363.25	1/1/2025	12/31/2025	$62.57	4.00%	$39 - $72
Engineering Tech / Assistant	$101.60	$152.40	$203.20	7/1/2021	12/31/2021	$35.00		$25 - $45
	$105.16	$157.74	$210.32	1/1/2022	12/31/2022	$36.23	3.50%	$26 - $47
	$108.84	$163.26	$217.68	1/1/2023	12/31/2023	$37.49	3.50%	$27 $48
	$113.19	$169.79	$226.38	1/1/2024	12/31/2024	$38.99	4.00%	$28 - $50
	$117.72	$176.58	$235.44	1/1/2025	12/31/2025	$40.55	4.00%	$29 - $52
CAD Manager	$145.15	N/A	N/A	7/1/2021	12/31/2021	$50.00		$34 - $56
	$150.23	N/A	N/A	1/1/2022	12/31/2022	$51.75	3.50%	$35 - $58
	$155.48	N/A	N/A	1/1/2023	12/31/2023	$53.56	3.50%	$36 $60
	$161.70	N/A	N/A	1/1/2024	12/31/2024	$55.70	4.00%	$38 - $62
	$168.17	N/A	N/A	1/1/2025	12/31/2025	$57.93	4.00%	$39 - $65

(Add pages as necessary)

Attachment: Quincy 5th amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

BILLING INFORMATION | CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual or Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
CAD Tech	$101.60	$152.40	$203.20			$35.00		$25 - $40
	$105.16	$157.74	$210.32			$36.23	3.50%	$26 - $41
	$108.84	$163.26	$217.68			$37.49	3.50%	$27 - $43
	$113.19	$169.79	$226.38	1/1/2021	12/31/2021	$38.99	4.00%	$28 - $45
	$117.72	$176.58	$235.44	1/1/2022	12/31/2022	$40.55	4.00%	$29 - $46
	$122.43	$183.64	$244.86	1/1/2023	12/31/2023	$42.17	4.00%	$30 - $48
	$127.33	$190.99	$254.65	1/1/2024	12/31/2024	$43.86	4.00%	$31 - $50
Senior Engineering Tech	$159.66	N/A	N/A			$55.00		$33 - $65
	$165.25	N/A	N/A			$56.93	3.50%	$34 - $67
	$171.03	N/A	N/A			$58.92	3.50%	$35 - $70
	$177.87	N/A	N/A	1/1/2021	12/31/2021	$61.27	4.00%	$37 - $72
	$184.99	N/A	N/A	1/1/2022	12/31/2022	$63.73	4.00%	$38 - $75
	$192.39	N/A	N/A	1/1/2023	12/31/2023	$66.27	4.00%	$40 - $78
	$200.08	N/A	N/A	1/1/2024	12/31/2024	$68.92	4.00%	$41 - $81
Student Assistant / Intern	$58.06	$87.09	$116.12			$20.00		$16 - $25
	$60.09	$90.14	$120.18			$20.70	3.50%	$17 - $26
	$62.19	$93.29	$124.39			$21.42	3.50%	$17 - $27
	$64.68	$97.02	$129.36	1/1/2021	12/31/2021	$22.28	4.00%	$18 - $28
	$67.27	$100.90	$134.54	1/1/2022	12/31/2022	$23.17	4.00%	$19 - $29
	$69.96	$104.94	$139.92	1/1/2023	12/31/2023	$24.10	4.00%	$19 - $30
	$72.76	$109.14	$145.51	1/1/2024	12/31/2024	$25.06	4.00%	$20 - $31
Administrative Assistant / Support Staff	$119.02	$178.53	$238.04			$41.00		$15 - $52
	$123.18	$184.78	$246.37			$42.44	3.50%	$16 - $54
	$127.50	$191.24	$254.99			$43.92	3.50%	$16 - $56
	$132.60	$198.89	$265.19	1/1/2021	12/31/2021	$45.68	4.00%	$17 - $58
	$137.90	$206.85	$275.80	1/1/2022	12/31/2022	$47.50	4.00%	$17 - $60
	$143.42	$215.12	$286.83	1/1/2023	12/31/2023	$49.40	4.00%	$18 - $63
	$149.15	$223.73	$298.30	1/1/2024	12/31/2024	$51.38	4.00%	$19 - $65
Associate Surveyor / Project Surveyor**	$130.63	N/A	N/A			$45.00		$37 - $67
	$135.20	N/A	N/A			$46.58	3.50%	$38 - $69
	$139.93	N/A	N/A			$48.21	3.50%	$40 - $72
	$145.53	N/A	N/A	1/1/2021	12/31/2021	$50.13	4.00%	$41 - $75
	$151.35	N/A	N/A	1/1/2022	12/31/2022	$52.14	4.00%	$43 - $78
	$157.41	N/A	N/A	1/1/2023	12/31/2023	$54.22	4.00%	$45 - $81
	$163.70	N/A	N/A	1/1/2024	12/31/2024	$56.39	4.00%	$46 - $84
Survey Technician**	$116.12	$174.17	$232.23			$40.00		$29 - $50
	$120.18	$180.27	$240.36			$41.40	3.50%	$30 - $52
	$124.39	$186.58	$248.77			$42.85	3.50%	$31 - $54
	$129.36	$194.04	$258.72	1/1/2021	12/31/2021	$44.56	4.00%	$32 - $56
	$134.54	$201.80	$269.07	1/1/2022	12/31/2022	$46.35	4.00%	$34 - $58
	$139.92	$209.88	$279.84	1/1/2023	12/31/2023	$48.20	4.00%	$35 - $60
	$145.51	$218.27	$291.03	1/1/2024	12/31/2024	$50.13	4.00%	$36 - $63

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Attachment: Quincy 5th amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

EXHIBIT 10-H2 COST PROPOSAL Page 6 of 6

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant: Quincy Engineering, Inc. ■ Prime Consultant ☐ Subconsultant
Client: Mariposa County
Project: Dogtown Road Bridge (40C0038) over Maxwell Creek Contract No. TBD Date: 3/25/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Miles	Current IRS Rate	$
Per Diem	TBD	Day	Current GSA Rate	
Overnight Mail Service	TBD	EA	Actual	$
Outside Vendor Printing & Reproduction	TBD	EA	Actual	$
Tolls & Parking	TBD	EA	Actual	$
Prevailing Wage Differential	TBD	EA	Actual	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Person

Attachment: Quincy 5th amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

EXHIBIT 10-H2 COST PROPOSAL Form 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Brent Lemon Title*: Vice-President

Signature: R. Brent Lemon Date of Certification (mm/dd/yyyy): 10/18/2021

Email: brentl@quincyeng.com Phone Number: 916.368.9181

Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Bridge Design, Roadway Design, Plan Sheet Development, Technical Report Writing, Special Provisions, Construction Material Quantities, Marginal Estimates, Environmental Document Support, Caltrans and other Funding Assistance, Constructability Reviews

Attachment: Quincy 5th amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

FOURTH AMENDMENT TO AGREEMENT FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD OVER MAXWELL CREEK BRIDGE #40C0038

THIS FOURTH AMENDMENT TO AGREEMENT FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD OVER MAXWELL CREEK BRIDGE #40C0038 is made and entered into this 11th day of Dec, 2018, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Quincey Engineering, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated October 15, 2013, wherein **Contractor** agreed to provide engineering services for bridge rehabilitation and replacement for Dogtown Road over Maxwell Creek Bridge; and

WHEREAS, County and **Contractor** entered into the First Amendment on December 6, 2015 to extend the term of the agreement to December 31, 2015.

WHEREAS, County and **Contractor** entered into the Second Amendment on March 8, 2016 to extend the term of the agreement to December 31, 2017.

WHEREAS, County and **Contractor** entered into the Third Amendment on April 11, 2017 to extend the term of the Agreement to December 31, 2018, expand the scope of services, increase compensation by Three Hundred and Fifty Eight Thousand Dollars ($358,000) for a total not to exceed amount of Five Hundred Twenty Four Thousand Dollars ($524,000), and include an Addendum for Federally Funded Projects.

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement to December 31, 2021 to be provided to **Contractor**;

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

1. Paragraph 1.01, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2021.

2. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015, the Second Amendment dated March 8, 2016 and the Third Amendment dated April 11, 2017 shall remain in full force and effect.

Attachment: Quincy 4th amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

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:

Quincy Engineering

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Quincy 4th amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

RES. NO. 17-201

THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD BRIDGE #40C0038

This Third Amendment to Agreement for Engineering Services for Bridge Rehabilitation and Replacement for Dogtown Road Bridge #40C0038 is made and entered into this 21st day of March, 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"**, and Quincy Engineering, hereinafter referred to as **"Contractor"**.

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated October 15, 2013, wherein **Contractor** agreed to provide engineering services for bridge rehabilitation and replacement for Dogtown Road; and

WHEREAS, County and **Contractor** entered into the First Amendment on December 6, 2015 to extend the term of the agreement to December 31, 2015.

WHEREAS, County and **Contractor** entered into the Second Amendment on March 8, 2016 to extend the term of the agreement to December 31, 2017.

WHEREAS, **County** and **Contractor** desire to amend said Agreement to extend the term of the Agreement from December 31, 2017 to December 31, 2018, to change the compensation to be provided to **Contractor** to add scope under Phase II of the project and to include an Addendum to Professional Services Agreement for Federally Funded Projects;

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

1. Paragraph 1.01, "AGREEMENT TERM" is hereby amended to extend the term of the Agreement from December 31, 2017 to December 31, 2018.

2. Paragraph 3.05, "SCOPE OF SERVICES" is hereby amended to expand the scope of services to be performed by Contractor as set forth in Exhibit A-1 attached hereto.

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

3. Paragraph 4.01, "COMPENSATION", is hereby amended to provide that an additional Three Hundred Fifty Eight Thousand Dollars ($358,000) as summarized in Exhibit "B" will be added to the amended Agreement price of One Hundred Sixty Six Thousand Dollars ($166,000), making the total compensation paid to **Contractor** the not to exceed amount of Five Hundred Twenty Four Thousand Dollars ($524,000) for engineering services.

4. Paragraph 8.05, "CONFORMANCE TO APPLICABLE LAW" is hereby amended to include an Addendum to Professional Services Agreement for Federally Funded Project attached hereto as Exhibit "C".

5. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015 and the Second Amendment dated March 8, 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:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:
Quincy Engineering

(Signature)

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

EXHIBIT "A-1"

QUINCY ENGINEERING

SCOPE OF WORK

PROJECT SCOPE OF WORK

Previously **Quincy Engineering, Inc. (Quincy)** provided **Mariposa County (County)** with Preliminary Engineering for the replacement of the Maxwell Creek Bridge on Dogtown Road (**Bridge Number 40C0038**). This first phase of work consisted of the following items:

- **Phase 1**
  - Project Management
  - Topographic Survey & Right of Way Mapping
  - Geotechnical
  - Hydraulics
  - Preliminary Engineering
  - Environmental (Surveys and Constraints Mapping)

To date the products delivered to the County in this first Phase of work are the 30% Roadway Plans, Type Selection Report and Environmental Constraints Mapping (both biological and cultural).

Quincy provides the following scope of work to augment the Phase 1 tasks as well as include the Phase 2 tasks. The following Scope of Work includes the following.

- **Phase 1 Augmentation**
  - Project Management
  - Environmental (Technical Studies)

- **Phase 2**
  - Public Outreach (Optional)
  - Plans, Specifications and Estimate
  - Appraisals and Acquisitions

Attached (Exhibit A) is the corresponding fee for the augmentation to the Phase 1 work as well as the fee for the Phase 2 work.

PHASE 1 AUGMENTATION

TASK 1 – PROJECT MANAGEMENT

Additional PDT meetings in person and Phone Conferences are proposed for this Scope of Work. **Quincy** will also provide quality control services throughout the duration of Phase 2.

TASK 6 – ENVIRONMENTAL

The environmental scope is based on the results of the Preliminary Environmental Study (PES) Form (approved by Caltrans on March 1, 2016) and the recommendations provided in the biological/cultural resource technical memorandums completed under Phase I. This phase of work includes more detailed field surveys, submittal of technical reports to Caltrans, preparation of the CEQA document, and environmental permitting support to the **County**. **Quincy** assumes that preparation of a Categorical Exclusion (CE) (with supporting technical studies) will be sufficient to address the requirements of NEPA, with preparation of the CE by Caltrans staff consistent with Federal Highway Administration NEPA delegation requirements. The scope of work assumes completion of the CE by Caltrans District 10 staff, with preparation of the supporting technical studies by Quincy/Area West Environmental. For the **County's** CEQA compliance, **Quincy** will prepare an Initial Study/Mitigated

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

Negative Declaration (IS/MND).

PHASE 2

TASK 7 – PUBLIC OUTREACH (OPTIONAL)

Quincy and AIM will work with the County to develop and implement a public outreach plan which will identify the goals, approach, tasks, and schedule based upon the outreach objectives.

TASK 8 – PS&E

Quincy will design the structure and has assumed that the final bridge design will be a single span, cast-in-place, post-tensioned concrete, slab bridge approximately 60 feet long by 25 feet wide. Quincy has also assumed the bridge will be replaced in the same location utilizing a temporary detour and that the bridge will be supported by seat type abutments founded on spread footings. Should the preliminary engineering result in a different alternative, the assumed design hours may need to be adjusted.

The final approach roadway design will be completed in accordance with applicable **County** Standards, Caltrans "Highway Design Manual", AASHTO's "A Policy on Geometric Design of Highways and Streets" and ADA along with Caltrans "Standard Specifications and Standard Plans".

TASK 9 – APPRAISALS AND ACQUISITIONS

Bender Rosenthal Inc.'s (BRI) will work with the engineering team to highlight property owners' issues prior to the appraisal and acquisitions phase. BRI will develop complete appraisals that will state the estimated fair market value of the Fee or Permanent Easement interest plus any Temporary Construction Easements (TCE) for up to three (3) referenced real properties.

TASK 10 – BIDDING & POST-AWARD ASSISTANCE (OPTIONAL)

Quincy can provide bidding assistance and construction support services for the **County** on a time and materials basis (we have assumed 104 hours):

PROJECT ASSUMPTIONS

- The **County** will be responsible for printing and distributing bid documents.
- The County will be responsible for Construction Management.

COST PROPOSAL (SUMMARY)

A.	Quincy Engineering	-	$	200,587.46
			$	23,829.51 (+)
B.	Sub Consultants	-	$	89,411.52
			$	42,032.77 (+)
C.	Other Direct Costs	-	$	1,267.00
			$	380.00 (+)
			$	357,508.26
	(Not to exceed	-	$	*358,000.00)*

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

EXHIBIT: 10-H

Cost Proposal

EXHIBIT "B"

Mariposa County - Maxwell Creek Bridge on Dogtown Road Bridge Replacement (Br. No. 40C0038)

Date: 7/9/2016

Quincy Engineering, Inc.					
Direct Labor:					$65,570.13
Escalation for Multi-Year Project (3.5%):					$2,294.95
Overhead (1.64):					$111,230.87
A. Labor Subtotal					$179,095.95
Subconsultant Costs:					
Kleinfelder					$0.00
WRECO					$0.00
AIM					$0.00
Area West					$62,461.90
Bender Rosenthal					$26,949.62
JRP					$0.00
B. Subconsultant Subtotal					$89,411.52
Other Direct Costs:					
Plotter/Computer		hours @	$10.00		$0.00
Travel	1050	miles @	$0.540		$567.00
Pier Diem/ Hotel	2	days @	$150.00		$300.00
Phone/Fax					$0.00
Delivery	4	@	$25.00		$100.00
Survey Prevailing Wage Differential					$0.00
Vellum / Mylars	0	sheets @	$25.00		$0.00
Title Reports	0	@	$500.00		$0.00
11 X 17 Reproduction	3000	@	$0.10		$300.00
Mounting Boards for Presentations	0	@	$100.00		$0.00
Newsletters (Translation and printing)					
Mailings (6x)					
C. Other Direct Cost Subtotal:					$1,267.00
Labor Subtotal A. =					$179,095.95
Fee (12.0%):					$21,491.51
Subconsultant Subtotal B. =					$89,411.52
Fee (0.0%):					$0.00
Other Direct Cost Subtotal: C. =					$1,267.00
Fee (0.0%):					$0.00
TOTAL =					**$291,265.98**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 163.9% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= *$ 291,500*

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

EXHIBIT: 10-H / (contd.)

Cost Proposal

OPTIONAL TASKS

Mariposa County - Maxwell Creek Bridge on Dogtown Road Bridge Replacement (Br. No. 40C0038)

Date: 7/9/2016

Quincy Engineering, Inc.				
Direct Labor:				$7,789.64
Escalation for Multi-Year Project (3.5%):				$272.64
Overhead (1.64):				$13,214.07
A. Labor Subtotal				$21,276.35
Subconsultant Costs:				
Kleinfelder				$0.00
WRECO				$0.00
AIM				$22,099.00
Area West				$0.00
Bender Rosenthal				$0.00
JRP				$19,933.77
B. Subconsultant Subtotal				$42,032.77
Other Direct Costs:				
Plotter/Computer		hours @	$10.00	$0.00
Travel	375	miles @	$0.540	$202.50
Pier Diem/ Hotel	1	days @	$150.00	$150.00
Phone/Fax				$0.00
Delivery	1	@	$25.00	$25.00
Survey Prevailing Wage Differential				$0.00
Vellum / Mylars	0	sheets @	$25.00	$0.00
Title Reports	0	@	$500.00	$0.00
11 X 17 Reproduction	25	@	$0.10	$2.50
Mounting Boards for Presentations	0	@	$100.00	$0.00
Newsletters (Translation and printing)				
Mailings (6x)				
C. Other Direct Cost Subtotal:				$380.00
Labor Subtotal A. =				$21,276.35
Fee (12.0%):				$2,553.16
Subconsultant Subtotal B. =				$42,032.77
Fee (0.0%):				$0.00
Other Direct Cost Subtotal: C. =				$380.00
Fee (0.0%):				$0.00
TOTAL =				**$66,242.28**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 163.9% plus prorated portion of fixed fee Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= *$ 66,500*

Total Including Optional Tasks= *$ 358,000.00*

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

EXHIBIT "C"

MARIPOSA COUNTY
Addendum to Professional Services Agreement for
Federally Funded Projects (below $1,000,000)

Consultant: Quincy Engineering
Project: Dogtown Bridge 40C0038
****

In addition to, and notwithstanding, the requirements set forth in the Professional Services Agreement, CONSULTANT agrees to the following:

1. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this agreement, shall be protected by the CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this agreement, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. The CONSULTANT shall not comment publicly to the press or any other media regarding this agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.

D. The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY's written permission.

E. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

2. PERFORMANCE PERIOD

A. This agreement shall go into effect contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on December 31, 2018 unless extended by agreement amendment.

B. The CONSULTANT is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

3. CONFLICT OF INTEREST

A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this agreement, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.

B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.

D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for sub-consultants whose services are limited to providing surveying or materials testing information, no sub-consultant who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

4. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter I, Part 31.000 et seq., shall be used to determine the allowable cost of individual items.

B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the COUNTY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

5. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be as per the approved Cost Proposal.

C. The method of payment for this agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. The COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by agreement amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds the COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event the COUNTY determines that changed work from that specified in the approved Cost Proposal and agreement is required, the actual costs reimbursable by the COUNTY may be adjusted by agreement amendment to accommodate the changed work.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

E. Use attached LAPM Exhibit 10-H for Cost Proposal Format.

6. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she/it or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

7. EQUIPMENT PURCHASE

A. Prior authorization, in writing, by the COUNTY shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the CONSULTANT'S Cost Proposal and exceeding $5,000 prior authorization by the COUNTY three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all non-expendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement. If the agreement is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT'S expense on the basis of a competent independent appraisal of such equipment.
Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

D. All subcontracts in excess $25,000 shall contain the above provisions.

8. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

B. This agreement is valid and enforceable only if sufficient funds are made available to the COUNTY for the purpose of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this agreement may be amended to reflect any reduction in funds.

D. The COUNTY has the option to void this agreement under the 30-day cancellation clause, or by mutual agreement to amend this agreement to reflect any reduction of funds.

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

9. NON DISCRIMINATION

A. During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

B. Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

C. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during this agreement shall not discriminate on the grounds of race, color or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when this agreement covers a program set forth in Appendix B of the Regulations.

D. Solicitations for Sub-consultants, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by this agreement for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.

E. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the COUNTY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the consultant is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the COUNTY, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the COUNTY shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under this agreement until the CONSULTANT complies, and/or

2. Cancellation, termination or suspension of this agreement, in whole or in part.

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

G. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

10. INSPECTION OF WORK

The CONSULTANT and any sub-consultant shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this agreement to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

11. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies to the best of his/her/its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid, by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or 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 federal agency; a member of Congress; an officer or employee of Congress, or an employee of a member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

B. 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, US. 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.

C. The CONSULTANT also agrees by signing this document that he/she/it shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly

12. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

A. The CONSULTANT warrants that this agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the agreement without liability; to pay only for the value of the work actually performed, or to deduct from the agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

COUNTY agrees to pay pre-approved travel and subsistence expenses per the COUNTY's Travel Policy.

14. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this agreement pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this agreement, including but not limited to, the costs of administering this agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to this agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

B. Subcontracts in excess of $25,000 shall contain this provision.

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

15. STATE PREVAILING WAGE RATES

A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this agreement if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this agreement that is not disposed of by agreement, shall be reviewed by the COUNTY's project manager.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the COUNTY of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

D. CONSULTANT and sub-consultant agreements, including cost proposals and Indirect Cost Rates (hereinafter "ICR"), are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by the COUNTY project manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of agreement terms and cause for termination of the agreement and disallowance of prior reimbursed costs.

17. STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

B. During the performance of this agreement, the CONSULTANT and its sub-consultants 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, and denial of family care leave. The CONSULTANT and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CONSULTANT and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated under the (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. The CONSULTANT and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The CONSULTANT, with regard to the work performed by it during this agreement, shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices, when this agreement covers a program whose goal is employment.

18. SUBCONTRACTING

A. The CONSULTANT shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.

C. Any substitution of sub-consultants must be approved in writing by the COUNTY.

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

19. SAFETY

A. The CONSULTANT shall comply with OSHA regulations applicable to the CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this agreement, shall contain all of the provisions of this Article.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by and through their respective authorized officers:

(END OF ADDENDUM)

Attachment: Quincy 3rd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 2nd day of February 2016, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Quincy Engineering, hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated October 15, 2013, wherein **Consultant** agreed to provide bridge design services for Dogtown Road over the Maxwell Creek Bridge (40C0038) ; and

WHEREAS, **County** and **Consultant** entered into the First Amendment dated January 6, 2015 to extend the completion date of this agreement.

WHEREAS, County and **Consultant** desire to amend said Agreement to extend the date of completion to December 31, 2017.

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

1. Paragraph 1.01 "Agreement Term" is hereby amended to extend the date of completion to December 31, 2017.

2. Except as herein amended, the Agreement dated October 15, 2013, together with the First Amendment dated January 6, 2015 extending the date of completion to December 31, 2015 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:

3-9-16

JOHN CARRIER, Chair (Date)
Mariposa County Board of Supervisors

CONSULTANT:
Quincy Engineering

01/15/16

(Signature) (Date)

APPROVED AS TO FORM:

3-9-16

STEVEN W. DAHLEM (Date)

ATTEST:

3-9-16

Rene LaRoche (Date)

Attachment: Quincy 2nd amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT is made and entered into this 6th day of January, 2015, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"** and Quincy Engineering, hereinafter referred to as **"Consultant"**.

WHEREAS, the **County** and **Consultant** have heretofore entered into an Agreement dated October 15, 2013, wherein **Consultant** agreed to provide bridge design services for Dogtown Road over the Maxwell Creek Bridge (Bridge No. 40C0038); and,

WHEREAS, **County** and **Consultant** desire to amend said Agreement extending the date of completion to December 31, 2015; and,

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

1. Paragraph 1.01 "AGREEMENT TERM" is hereby amended to extend the date of completion to December 31, 2015.
2. Except as herein amended, the Agreement dated October 15, 2013, 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:
Department of Public Works

Merlin Jones
MERLIN JONES, Chair
Mariposa County Board of Supervisors

1-6-15
(Date)

~~CONTACTOR:~~ Consultant
Quincy Engineering

John Denny
(Signature)

12/17/14
(Date)

APPROVED AS TO FORM

Steven W. Dahlem
STEVEN W. DAHLEM
County Counsel

1-6-15
(Date)

ATTEST:

Rene LaRoche
Rene LaRoche
Clerk of the Board of Supervisors

1-6-15
(Date)

Attachment: Quincy 1st amd #38 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

RES. NO. 13-

14-012

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 15th day of October, 2013 between:

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

and

CONTRACTOR: Quincy Engineering
3247 Ramos Circle
Sacramento, CA 95827

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on October 1, 2013, and shall terminate on December 31, 2014, 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 provide services to the Department of Public Works per the scope of work attached hereto as Task Order No. 1. Quincy Engineering will provide Project Management, Topographic Survey and Right-of-Way Mapping, Geotechnical, Hydraulics, Preliminary Engineering and Environmental Surveys and Constraints Mapping for the Maxwell Creek Bridge on Dogtown Road (40C0038) detailed in Exhibit "A" attached.

Additional Task Orders must be approved by the Board of Supervisors stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be

Attachment: Contract Quincy 40C0038 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

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: The basis of payment for services under this agreement shall be "time and materials" with a not to exceed amount of **$166,000**. The basis of payment will be designated in each Task Order.

a. For Task Orders designated as "time and materials", the consultant shall be paid, and reimbursed for costs, a total sum not to exceed the amount shown in the Task Order. Payment will be made at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. In the event payments equal the "not to exceed" amount, Consultant shall complete all services required under this agreement without further compensation or cost reimbursement.
b. 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.

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.

Attachment: Contract Quincy 40C0038 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

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

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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.

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.

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ARTICLE 7. TERMINATION OF AGREEMENT

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 an 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 services performed in accordance with Article 4 (Compensation) of this Agreement 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, orally 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.

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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:
Department of Public Works

LEE STETSON, Chairman
Mariposa County Board of Supervisors

10-15-13
Date:

CONTRACTOR:
Quincy Engineering

(Signature)

9/24/13
Date:

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

10/15/13
Date:

APPROVED BY:

PETER M. REI, PE
Public Works Director

9/26/13
Date:

Revised 5/06/13

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PROJECT SCOPE OF WORK

SCOPE OF WORK

Quincy Engineering, Inc. (Quincy) provides the following scope of work to provide plans, specifications, and estimate (PS&E), environmental clearance and construction management for a the replacement of the Maxwell Creek Bridge on Dogtown Road (**Bridge Number 40C0038**) in **Mariposa County (County)**. The work has been broken out into three phases as described below:

- **Phase 1 (Phase 1 scope shown below)**
  - Project Management
  - Topographic Survey & Right of Way Mapping
  - Geotechnical
  - Hydraulics
  - Preliminary Engineering
  - Environmental Surveys and Constraints Mapping
- **Phase 2 (Scope to be determined upon completion of Phase 1)**
  - Public Outreach
  - Environmental Studies
  - Plans, Specifications and Estimate
  - Appraisals and Acquisitions
- **Phase 3 (Scope to be determined upon completion of Phase 2)**
  - Bidding and Post Award
  - Construction Management

Phase 1 scope of work is shown below. The Phase 2 & 3 scope of work will be determined from the findings in Phase 1. Attached (Exhibit B) is the corresponding fee for the following tasks in Phase 1.

PHASE I

TASK 1 – PROJECT MANAGEMENT

Task 1.1 - Kick-off Meeting

A kick-off meeting will be held at the **County** office after the Notice to Proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the Scope of Work, and define the roles and responsibilities of the various Team members. **Quincy** will distribute an approved meeting agenda, arrange attendance of key team members, and distribute meeting minutes. Upon completion of the meeting the Project Team will visit the site.

Task 1 Products:

- Kick-off Meeting
- Project Schedule – MS Project
- PDT Meetings (Agenda & Meeting Minutes) – Total 2
- Phone Conferences – Total 1

Task 1.2 - Project Management & Schedule

Quincy will be responsible for assembling a Project Development Team (PDT) for the project. **Quincy** will lead PDT meetings, which will include distributing approved meeting agendas, arranging attendance of key team members, and distributing meeting minutes along with a summary of action items. **Quincy** will also develop and update a critical path schedule for the project. A total of two (2) PDT meetings in person and one (1) Phone Conference is proposed for this Scope of Work in addition to the kick-off meeting. **Quincy** will also develop a PS&E delivery schedule to distribute to the Team, which will be updated regularly as required.

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Task 1.3 - Quality Control/Quality Assurance

Quincy will provide documented Quality Control/Quality Assurance following our in-house QA/QC Manual. **Quincy** will provide contract management and quality control services throughout the duration of the project.

Task 1.4 - Highway Bridge Program (HBP) Updates

Quincy will assist the **County** with the completion of HBP forms requiring submittal found in the Caltrans Local Assistance Program Guidelines. The HBP forms will be completed and submitted to the **County** in Microsoft Word format.

TASK 2 – TOPOGRAPHIC SURVEY & RIGHT-OF-WAY MAPPING

Task 2.1 - Record Research & Record Calculations

Quincy will perform record research at the **County** to locate recorded maps, deeds, right-of-way maps, and other boundary evidence. Preliminary Title Reports for each property affected will be provided by the county and all exception documents will be reviewed to determine the potential effects on the existing right-of-way. Record right-of-way and property boundaries located within the project limits will be calculated to facilitate search positions for existing boundary evidence in the field.

Task 2.2 - Right-of-Way & Control Field Survey

Quincy will perform a right-of-way survey and provide design control and right-of-way mapping for the project. Horizontal and vertical control points will be set to last throughout the project. Horizontal datum will be based on the North American Datum 83 (NAD 83). Vertical datum will be based on the North America Vertical Datum 88 (NAVD 88). A field survey will be conducted to search and locate existing survey monuments and physical evidence required to establish the existing right-of-way and property lines at those locations where any portion of the project encroaches.

Task 2.3 - Legal Descriptions

Up to three parcels may be affected and each may require right-of-way takes (acquisitions) and temporary construction easements. If needed, **Quincy** will prepare legal descriptions and exhibits for three parcels (two for each parcel).

Task 2.4 - Topographic Survey & Cross-Sections

A topographic survey will be conducted locating existing site improvements, visible utilities, trees larger than six inches in diameter, and other features necessary for improvement design. All surveys will be based on the previously established project control. Survey data will be compiled and processed and incorporated into a Topographic Base Map to serve as a base file for design improvements. Additionally, seven (7) cross-sections of the creek will be taken to facilitate the hydraulic analysis.

Task 2 Products:

- Record Research
- Control and Right-of-Way Survey
- TCE Legal Descriptions & Exhibits (six *total - optional*)
- Topographic and Utility Base Map
- Cross-Sections

TASK 3 – GEOTECHNICAL INVESTIGATIONS & FOUNDATION REPORT

Task 3.1 - Pre-field Activities

Prior to the field work, Kleinfelder will perform a site reconnaissance to review project limits and mark the exploratory boring locations for utility clearance. It is anticipated an encroachment permit with the **County** will be necessary to complete the borings in the roadway. Obtaining the permits is included in our scope, but based on previous experience, it is anticipated the encroachment permit would be issued without

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charge.

Task 3 Products:

- Preliminary Foundation Memorandum
- Draft Foundation Report
- Final Foundation Report
- Log of Test Borings (LOTB)
- ISA

Task 3.2 - Field Exploration Program

Based on discussions with designers, it is anticipated that the new bridge will be a single span structure and the planned field exploration will include two (2) test borings to depths of about 40 to 50 feet below existing grade. If auger refusal occurs before these depths due to bedrock, Kleinfelder is prepared to rock core approximately 15 feet into bedrock. One boring will be performed along the dirt shoulder of the road at each abutment. The borings will be advanced with a truck mounted drill rig capable of utilizing hollow-stem auger, rotary wash (once groundwater is encountered), and rock coring techniques. The soil cuttings and drilling fluid will be contained in 55 gallon drums and removed from the site once we are completed with the field exploration program. Samples will be obtained from the test borings at frequent intervals. Sampling, logging, and oversight of drilling operations will be performed in accordance with Caltrans by an engineer from this office who is qualified by both education and experience. Upon completion, test borings will be backfilled with cement grout.

Necessary traffic control and/or signage will be obtained by Kleinfelder.

Task 3.3 - Preliminary Foundation Memorandum

Following completion of the subsurface exploration, Kleinfelder will prepare a Preliminary Foundation Memorandum. This memorandum will include foundation recommendations for the proposed bridge.

Task 3.4 - Laboratory Testing Program

Selected soil samples obtained during the field exploration will be tested in Kleinfelder's local Caltrans certified laboratory to evaluate certain physical properties that will be necessary to complete the engineering analysis. Based on the anticipated subsurface conditions at the site, it is anticipated the following laboratory tests will be performed:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Unconfined Compression, ASTM D2166
- Grain-size distribution, ASTM D422
- Soluble sulfate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Task 3.5 - Engineering Analysis and Foundation Report Preparation

After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, a draft Foundation Report will be prepared, followed by a final Foundation Report once all review comments have been received. The report will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009), which became effective January 1, 2010. The FR will present comments and recommendations to aid in design of the bridge along with Log of Test Boring drawings suitable for inclusion into the contract drawings. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.

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- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak ground acceleration and ARS curve based on Caltrans Seismic Design Criteria 1.7 (released April 2013).
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate.
- Recommended design and specified tip elevations for pile foundations under Service Limit, Strength Limit, and Extreme Event load, if appropriate.
- Recommendations for design of laterally loaded piles, if appropriate.
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Task 3.6- Initial Site Assessment (ISA)

The ISA for this project will be completed by Kleinfelder in accordance with the Caltrans "Initial Site Assessment" guidelines and requirements. If their research indicates that additional investigation or sampling and analysis are recommended, a separate scope of work, budget, and schedule will be submitted for County approval. An ISA does not typically include sampling and analysis. The ISA may identify areas which require additional Phase II investigation. Other services can be provided to further understand the site conditions. These services include, but are not limited to, soil vapor surveys, soil and groundwater assessments, geophysical surveys, and risk assessments. These services can be provided for additional fees.

Kleinfelder will provide a final report of findings. The report of findings will include an evaluation of the information obtained from the ISA. The report will include illustrations, color photographs, and pertinent regulatory agency documentation regarding the site. The report will discuss findings and recommendations.

Task 3.6.1 - Regulatory Agency and Other Records Review

Standard Environmental Record Sources: Federal and State

A review of published lists of state and federal regulatory agency investigations and/or enforcement actions for the site and within the following ASTM minimum search distances of the site.

- United States Environmental Protection Agency (U.S.E.P.A.) National Priority List (NPL), RCRA Treatment, Storage and Disposal (TSD) facilities, the Cal-EPA Department of Toxic Substances Control (DTSC) Cal-Sites List including the Bond Expenditure Plan (BEP) and Annual Workplan and the Cal-EPA Office of Environmental Information Hazardous Waste and Substances Sites List (formerly the CORTESE list) for the site and properties within one mile of the site.
- U.S. E.P.A. CERCLIS list, Regional Water Quality Control Board Tank Tracking System and California Integrated Waste Management Board SWIS and SWAT lists within one-half mile of the site.
- The RCRA generators list and the local or state list of registered underground storage tanks for the site and adjacent properties. The Emergency Response Notification System (ERNS) for the subject site only.

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It is Kleinfelder's experience that the three above listed bulleted items will satisfy Caltrans' ISA protocol.

Additional Environmental Sources; State and Local

Review of reasonably ascertainable state and local regulatory agency records for information pertaining to environmental permits, site investigations, and documented enforcement actions for the subject site and adjacent facilities only. State and local agencies contacted may include the following as appropriate:

The local agency branch of the State Office of Emergency Services, the Regional Water Quality Control Board, the local Environmental Health Department, the local Fire Department, the Air Quality Management District or Air Pollution Control District, the local Planning Department, the Building Department, and the local utility company.

Interviews with local government officials for information regarding use, storage, and disposal of hazardous substances for the subject site or adjacent properties. Local government officials contacted may include the following as appropriate:

- Local fire department
- Local health agency
- Local agency with responsibility for hazardous waste disposal or other environmental matters such as: State of California Department of Water Resources for on-site water wells, the California Department of Conservation, Division of Oil and Gas for onsite oil wells, the Office of the California State Fire Marshall or Public Utilities Commission for pipelines, or the local Agricultural Commissioner for restricted pesticide use permits for the site.

Task 3.6.2 - Site History and Setting

In order to comply with Caltrans ISA guidelines, one or more of the following reasonably ascertainable standard historical sources will be consulted for information regarding the subject site:

- Review obtainable Sanborn Fire Insurance Company Maps to gain knowledge of past operations, facilities, or activities of environmental concern for the subject site and adjacent properties.
- Review readily obtainable aerial photographs for discernible physical features regarding past operations, facilities, and activities of environmental concern for the subject site and adjacent properties.
- Review available city directories for prior business names, which operated at the subject site.
- Review chain-of-title or recorded document guarantee report (if provided by client) dating back 50 years, which lists current and former easements and ownership. As an alternative a preliminary title report describing existing easements and current ownership may be reviewed if provided by the client.
- Review geological and hydrogeological information for the area in which the site is located.

Task 3.6.3 - Site Reconnaissance

Conduct a site visit to observe field conditions indicating recognizable environmental conditions in connection with the property, which may include:

- Note obvious location(s) of suspected past and present hazardous substance storage, application, use, and disposal areas.

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- Note obvious location(s) of aboveground and underground storage tanks, pipelines, wells, and transformers and note building materials suspected to contain asbestos. Pertinent information or helpful documents that the client has or can obtain regarding as-built drawings, environmental permits or registrations, previous assessments, etc., for underground tanks, etc., is requested to be made available for use by Kleinfelder.
- Note obvious uses and environmental conditions concerns as noted in the review of the aerial photography.
- Note facilities adjacent to the site that have an obvious potential to affect the environmental conditions at the site.
- Photographically document conditions at the time of the site visit.

Task 3.6.4 - Final Report of Findings

Provide a final report of findings. The report of findings will include an evaluation of the information obtained from the ISA. The report will include illustrations, color photographs, and pertinent regulatory agency documentation regarding the site. The report will discuss findings and recommendations.

TASK 4 – HYDRAULICS

Task 4.1 - Project Meetings

WRECO will attend one (1) combined Project kickoff field meeting for the two bridges on Dogtown Road over Maxwell Creek. WRECO will also participate in two (2) conference calls with the **County** and Project Team staff.

Task 4 Products:

- Draft Bridge Location Hydraulic Study Memo (3 copies)
- Final Bridge Location Hydraulic Study Memo (5 copies)
- Draft Bridge Design Hydraulic Study Report (3 copies)
- Draft Bridge Design Hydraulic Study Report (5 copies)

Task 4.2 - Data Review and Field Reconnaissance

WRECO will review available data, including previous studies, provided by the **County** and the Project Team. WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Task 4.3 - Hydrologic Analysis

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there are no detailed studies available. WRECO will perform hydrologic analyses using at least two of three different methods to estimate the design flows: 1) USGS Regional Regression Method, 2) Unit Hydrograph Method, and 3) a statistical analysis using the USGS stream gage data. WRECO will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood.

Task 4.4 - Hydraulic Analysis

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition through the study area including the limits and water surface profile through the study area for the base flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic models.

Task 4.5 - Bridge Location Hydraulic Study

WRECO will perform a Location Hydraulic Study and conduct a floodplain risk assessment. WRECO wil

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prepare a Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

Task 4.6 - Scour Analysis

WRECO will perform scour analysis to determine the stability of the creek and the scour potential for the proposed Project per the methodology specified in the Federal Highway Administration's HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures. The bridge site has the presence of bedrock, although there has been report of a minor scour concerns.

Task 4.7 - Bridge Design Hydraulic Study

WRECO will prepare a Hydrology and Bridge Hydraulics Report to summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will include all the detailed hydraulic model output.

TASK 5 – PRELIMINARY ENGINEERING

Task 5.1 - Basis of Design

A Basis of Design document will be developed to summarize previously prepared information for the project, key project development standards, and traffic count data. This document will establish the design criteria and the preliminary roadway alignments.

Task 5.2 - Roadway Geometric Approval Drawings and Bridge Advance Planning Studies

Quincy will prepare preliminary roadway geometric drawings, bridge planning studies, and summarize the advantages/disadvantages for various alternatives. This will assist the **County** in their determination of the preferred alignment and bridge type. Since the roadway will be replaced on the existing tangent alignment, roadway alternatives will likely consist of vertical profile options based on various bridge depth alternatives. Since the roadway will be widened, **Quincy** will also study minimizing the right-of-way impacts with several horizontal alignment shifts. **Quincy** will study up to two horizontal widening options, and up to three vertical profile options. **Quincy** will develop up to three bridge planning study alternatives.

Task 5 Products:

- Basis of Design Document
- Type Selection Report (5 hard copies and electronic PDF)
- 30% Roadway plans (5 sets – 11" x 17")

Task 5.3 - Type Selection Report

Quincy will prepare a Type Selection Report, which will contain a General Plan and General Plan Estimate for each alternative along with our alternative recommendation. The report will also summarize design speed, safety, geotechnical, hydraulics, aesthetics, right-of-way impacts, environmental constraints, construction access and costs.

Task 5.4 - Preliminary Roadway Design (30% Plans)

Upon the County's decision on a preferred roadway alignment, **Quincy** will begin preparing 30% Roadway Plans. The plans will be completed to a 30% level of design, which will include horizontal and vertical alignments, typical cross-sections and safety elements required at the bridge. The plans will include any required staging or detour. Limits of cut/fill slopes will also be shown to determine the maximum area of disturbance to develop preliminary right-of-way acquisition requirements and the environmental study limits. **Quincy** shall prepare an "Engineers Opinion of Probable Construction Cost" and will include appropriate contingency factors for this level of design.

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TASK 6 – ENVIRONMENTAL

The scope described below includes revisions and resubmittal of the PES Form, preliminary literature searches and field surveys which will be used to prepare the technical reports (Phase 2). Consistent with their recent experience on similar bridge replacement projects, ESA assumes that preparation of a Categorical Exclusion (CE) (with supporting technical studies) will be sufficient to address the requirements of NEPA, with preparation of the CE by Caltrans staff consistent with Federal Highway Administration NEPA delegation requirements. Consequently, this scope of work assumes completion of the CE by Caltrans District 10 staff, with preparation of the supporting technical studies by ESA team members.

Task 6 Products:

- Update PES Form
- Constraints Mapping

Task 6.1 - Update PES and Coordination Meeting

Bridge 40C0038: ESA will review Caltrans comments on the previously submitted Draft PES form and provide an updated PES for both **County** and Caltrans review.

Based on their preliminary review of the Study Area, the scope of work assumes preparation of several technical studies (Phase 2). ESA will assist the **County** in scheduling a site visit with Caltrans staff to review and confirm the assumptions outlined in the draft PES form and APE map. Upon completion of the site visit ESA will revise the draft PES and APE as appropriate and resubmit the final forms/maps to the **County** and Caltrans staff.

Task 6.2 – Field Surveys and Constraints Mapping

ESA will perform a wetland delineation along with performing field surveys for the Water Quality Assessment Report (WQAR), Natural Environment Study (NES), Biological Assessment (BA), Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR). From these surveys a constraints map will be prepared which will be used to scope the required Phase 2 work

PROJECT ASSUMPTIONS

- The Kick-off Meeting for this project will coincide with the Kick-off Meeting for the Maxwell Creek Bridge on Dogtown Road (Bridge Number 40C0039), which is located approximately one mile from this bridge.
- In the event that suspected hazardous materials are encountered, visually or by odor in any geotechnical test boring, such boring will be immediately terminated and arrangements will be made to backfill the boring with cement grout. All added costs incurred as a result of suspected hazardous substances would be charged on a time and materials basis over and above the attached fee estimate.
- The scope of work does not include protocol-level surveys or exclusion and/or relocation efforts for listed species.

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Cost Proposal

EXHIBIT "B"

Mariposa County - Maxwell Creek Bridge on Dogtown Road Bridge Replacement (Br. No. 40C0038)

Date: 8/15/2013

Quincy Engineering, Inc.					
Direct Labor:					$29,575.65
Escalation for Multi-Year Project (3.5%):					$1,035.15
Overhead (1.79):					$54,915.77
A. Labor Subtotal					$85,526.57
Subconsultant Costs:					
Kleinfelder					$31,516.00
WRECO					$16,848.00
AIM					$0.00
ESA					$18,862.00
Bender Rosenthal					$0.00
Testing					$0.00
B. Subconsultant Subtotal					$67,226.00
Other Direct Costs:					
Plotter/Computer		hours @	$10.00		$0.00
Travel	1050	miles @	$0.565		$593.25
Pier Diem/ Hotel	2	days @	$150.00		$300.00
Phone/Fax					$0.00
Delivery	3	@	$25.00		$75.00
Survey Prevailing Wage Differential					$1,964.00
Vellum / Mylars	0	sheets @	$25.00		$0.00
Title Reports	0	@	$500.00		$0.00
11 X 17 Reproduction	25	@	$0.10		$2.50
Mounting Boards for Presentations	0	@	$100.00		$0.00
Newsletters (Translation and printing)					
Mailings (6x)					
C. Other Direct Cost Subtotal:					$2,934.75
Labor Subtotal A. =					$85,526.57
Fee (12.0%):					$10,263.19
Subconsultant Subtotal B. =					$67,226.00
Fee (0.0%):					$0.00
Other Direct Cost Subtotal: C. =					$2,934.75
Fee (0.0%):					$0.00
TOTAL =					**$165,950.51**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 179.4% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= **$166,000**

Attachment: Contract Quincy 40C0038 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

No.	TASKS	Initial Hourly Rate		Kleinfelder	WRECO	AIM	ESA	Bender Rosenthal	Testing	Subconsultant Subtotal
	PHASE I - PROJECT MANAGEMENT & PRELIMINARY ENGR'G									
1	Project Management									
1.1	Kick-Off Meeting	3								
1.2	Project Management & Schedule	0								
1.3	QC/QA	7								
1.4	Highway Bridge Program Updates	0								
2	Topographic Survey & R/W Mapping									
2.1	Record Research & Record calculations	0								
2.2	R/W & Control Field Survey	3								
2.3	Legal Descriptions	1								
2.4	Topographic Survey & Cross Sections	1								
3	Geotechnical	3		$31,516						$31,516
4	Hydraulics	3			$16,848					$16,848
5	Preliminary Engineering									
5.1	Basis of Design	5								
5.3	GADs and Bridge APS	0								
5.4	Type Selection Report	2								
5.5	30% Plans	4								
7	Environmental	6					$18,862			$18,862
	Subtotal- Hours	3								
	Other Direct Costs									
	Total Cost	6		$31,516	$16,848		$18,862			$67,226

Attachment: Contract Quincy 40C0038 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

Cost Proposal

EXHIBIT "B"

Mariposa County - Maxwell Creek Bridge on Dogtown Road Bridge Replacement (Br. No. 40C0038)

Date: 8/15/2013

	Quincy Engineering, Inc.				
	Direct Labor:				$29,575.65
	Escalation for Multi-Year Project (3.5%):				$1,035.15
	Overhead (1.79):				$54,915.77
A.	Labor Subtotal				$85,526.57
	Subconsultant Costs:				
	Kleinfelder				$31,516.00
	WRECO				$16,848.00
	AIM				$0.00
	ESA				$18,862.00
	Bender Rosenthal				$0.00
	Testing				$0.00
B.	Subconsultant Subtotal				$67,226.00
	Other Direct Costs:				
	Plotter/Computer		hours @	$10.00	$0.00
	Travel	1050	miles @	$0.565	$593.25
	Pier Diem/ Hotel	2	days @	$150.00	$300.00
	Phone/Fax				$0.00
	Delivery	3	@	$25.00	$75.00
	Survey Prevailing Wage Differential				$1,964.00
	Vellum / Mylars	0	sheets @	$25.00	$0.00
	Title Reports	0	@	$500.00	$0.00
	11 X 17 Reproduction	25	@	$0.10	$2.50
	Mounting Boards for Presentations	0	@	$100.00	$0.00
	Newsletters (Translation and printing)				
	Mailings (6x)				
C.	Other Direct Cost Subtotal:				$2,934.75
	Labor Subtotal A. =				$85,526.57
	Fee (12.0%):				$10,263.19
	Subconsultant Subtotal B. =				$67,226.00
	Fee (0.0%):				$0.00
	Other Direct Cost Subtotal: C. =				$2,934.75
	Fee (0.0%):				$0.00
	TOTAL =				**$165,950.51**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 179.4% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= **$166,000**

Attachment: Contract Quincy 40C0038 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

Exhibit 10-H Cost Proposal

Contract No. Dog Town Rd Bridge over Maxwell Date: 6/4/2013
Consultant Kleinfelder West Inc.

DIRECT LABOR

Classification	Name	Hours		Hrly Rate	Total
Senior Professional	Nathan Dahlen	5	@	$49.39	$246.95
Senior Principal Professional	David Pearson	15	@	$67.30	$1,009.50
Staff Professional I	Neva Popenoe	16	@	$28.27	$452.32
Project Manager I	Michael Beltran	65	@	$34.26	$2,226.90
Senior Principal Professional	Zia Zafir	8	@	$68.02	$544.16
Administration	Shannon Jones	6	@	$21.00	$126.00
CADD Operator	Dean Fahrney	8	@	$28.35	$226.80
Assistant Project Manager	Kathlien Childers	4	@	$26.42	$105.68
		0	@	$26.42	$0.00
		0	@	$23.28	$0.00
		0	@	$28.74	$0.00
		0	@	$28.35	$0.00
		0	@	$0.00	$0.00
		0	@	$0.00	$0.00
		0	@	$0.00	$0.00
		0	@	$0.00	$0.00
					$4,938.31
			Salary Increases	0%	$0.00
					$4,938.31

	Rate	
Fringe Benefits	57.69%	$2,848.91
Total Fringe Benefits		$2,848.91

Indirect Coss

Overhead	121.25%	$5,987.70
General and Administrative		$0.00
		$5,987.70

FIXED FEE: 10% $1,377.49

Other Direct Costs

	Quantity	Unit		Rate		
In-house Lab Tests	1	Lump	@	2254	=	$2,254.00
Brass Sleeves	20	ea.	@	4.76	=	$95.20
On Trac - Outside Testing	2	pkg	@	50.33	=	$100.66
On Trac - Quincy	14	pkg	@	12.1	=	$169.40
Mileage	240	miles	@	0.55	=	$132.00
				Total Other Direct Costs		$2,751.26

Subcontractor Costs $6,288.00

Total Costs $24,191.67

Attachment: Contract Quincy 40C0038 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

Exhibit 10-H Cost Proposal

Contract No. Dog Town Rd Bridge over Maxwell Date: 6/4/2013
Consultant Kleinfelder West Inc.

DIRECT LABOR

Classification	Name	Hours		Hrly Rate	Total
Principal Professional	Richard Fink	8	@	$49.25	$394.00
Project Manager I	Michael Beltran	6	@	$34.26	$205.56
Administration	Shannon Jones	6	@	$21.00	$126.00
Assistant Project Manager	Kathlien Childers	24	@	$26.42	$634.08
Staff Professional II	Matt Owens	24	@	$28.74	$689.76
CADD Operator	Dean Fahrney	4	@	$28.35	$113.40
		0	@	$0.00	$0.00
		0	@	$0.00	$0.00
		0	@	$0.00	$0.00
		0	@	$0.00	$0.00
		0	@	$0.00	$0.00
		0	@	$0.00	$0.00
		0	@	$0.00	$0.00
		0	@	$0.00	$0.00
		0	@	$0.00	$0.00
					$2,162.80
		Salary Increases		0%	$0.00
					$2,162.80

	Rate	
Fringe Benefits	57.69%	$1,247.72
Total Fringe Benefits		$1,247.72

Indirect Coss

Overhead	121.25%	$2,622.40
General and Administrative		$0.00
		$2,622.40

FIXED FEE: 10% $603.29

Other Direct Costs	Quantity	Unit		Rate		
On Trac - Quincy	14	pkg	@	12.1	=	$169.40
Mileage	300	miles	@	0.56	=	$168.00
Environmental Data Resources	1	each	@	350	=	$350.00
			@		=	$0.00
			@		=	$0.00
				Total Other Direct Costs		$687.40

Subcontractor Costs

Total Costs $7,323.61

Attachment: Contract Quincy 40C0038 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. DOGTOWN ROAD BRIDGE OVER MAXWELL CREEK (BRIDGE NO. 40C-0038) Date 15-Aug-13
CONSULTANT WRECO

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate	Total
Principal Engineer	Han-Bin Liang, Ph.D., P.E.	75.19 ~ 87.06	10.0	@	$ 82.69	$ 826.90
Supervising Engineer	TBD	65.29 ~ 75.19	0.0	@	$ 68.36	$ -
Senior Engineer	David Mueller, P.E.	45.51 ~ 65.29	26.0	@	$ 46.55	$ 1,210.30
Associate Engineer	TBD	33.64 ~ 45.51	60.0	@	$ 39.57	$ 2,374.20
Staff Engineer	TBD	25.72 ~ 33.64	54.0	@	$ 33.64	$ 1,816.56
Senior Technician	TBD	31.66 ~ 39.57	2.0	@	$ 35.61	$ 71.22
Administrator / Clerical	TBD	21.76 ~ 37.59	4.0	@	$ 27.70	$ 110.80

Subtotal Direct Labor Costs $ 6,409.98

Total Direct Labor Costs $ 6,409.98

FRINGE BENEFITS

	Rate	Total	
Fringe Benefits	70.89%	$ 4,544.03	
Total Fringe Benefits			$ 4,544.03

INDIRECT COSTS

Overhead/General and Administrative	58.84%	$ 3,771.63	
Total Indirect Costs			$ 3,771.63

FEE @ 10% $ 1,472.56

OTHER COSTS

Travel & Per Diem	$ 150.00	
Office Misc. & Reproductions	$ 500.00	
Total Other Costs		$ 650.00

TOTAL COSTS $ **16,848.20**

Attachment: Contract Quincy 40C0038 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

Submitted to: Quincy Engineering Inc.
Mariposa County

Environmental Science Associates

CONTRACT No. PN:
CONSULTANT: Environmental Science Associates

CONSULTANT COST PROPOSAL
August 14, 2013

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
Ray Weiss	Project Manager	17	$56.81	$965.77
Erich Fischer	Lead Biological Resources	0	$80.38	$0.00
Josh Boldt	Lead Wetlands/Arborist	1	$37.74	$37.74
Rebecca Allen	Lead Cultural Resources	1	$60.10	$60.10
Cathy McEfee	Lead Water Resources	0	$80.70	$0.00
Lindsey Tisch	Biologist	32	$24.28	$776.96
LeChi Huynh	Botanist	12	$25.86	$310.32
Scott Baxter	Archaeologist	16	$48.08	$769.28
Kathy Anderson	Historian/Project Coordination	28	$26.25	$735.00
Minta Schaefer	Hydrologist/Water Quality	13	$35.67	$463.71
Aaron Hecock	Hazardous Materials/Planner	4	$34.09	$136.36
Staff	Landscape Architect	0	$46.59	$0.00
Brad Allen	GIS	12	$42.45	$509.40
Tom Wyatt	Graphics	5	$35.96	$179.80
Logan Sakai	Production	4	$20.77	$83.08
		0	$0.00	$0.00
		145		
			Subtotal Direct Labor Costs	$5,027.52
			Anticipated Salary Increases	$0.00
			TOTAL - Direct Labor	$5,027.52

INDIRECT COSTS	Rate	Total
Overhead	159.12%	$7,999.79
Fringe Benefit	48.50%	$2,438.35
General & Administrative (Included in OH)	0.00%	
	207.62%	
	TOTAL - Indirect Costs	$10,438.14

FEE	(10.00%)	TOTAL - Fee	$1,546.57

OTHER DIRECT COSTS			Total	
Travel Costs	500 @	$0.55	$ 275.00	
Photocopies/Document Production			$ 400.00	
Garmin/Trimble GPS ($375 per week)	1 @	$375.00	$ 375.00	
GIS Computer Time ($15 per hour)	8 @	$15.00	$ 120.00	
Postage	2 @	$15.00	$ 30.00	
Records Search	1 @	$650.00	$ 650.00	
	0 @	$15.00	$ -	
			$ -	
				$1,850.00
			TOTAL COST	$18,862.23

Consultant Costs	$	-
Total Contract	$	18,862.23

Attachment: Contract Quincy 40C0038 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

County of Mariposa
Maxwell Creek on Dogtown Road
Bridge Number 40C0038

Quincy Engineering Inc.

CONSULTANT COST PROPOSAL

CONSULTANT: Quincy Engineering

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
Brent Lemon	Principal in Charge	$60 - $75	18 @	$72.19	$1,299.42
Lance Schrey	Project Manager - PM	$60 - $75	73 @	$63.19	$4,612.87
Greg Young	Senior Engineer - PE	$45 - $70	42 @	$54.41	$2,285.22
Carolyn Davis	Senior Engineer - PE	$45 - $70	46 @	$61.05	$2,808.30
Scott Mc Cauley	Associate Engineer - DE	$45 - $70	36 @	$45.99	$1,655.64
Krassimir Panayotov	Associate Engineer - DE	$45 - $70	116 @	$48.76	$5,656.16
Jon Wheat	Survey Manager	$32 - $55	100 @	$48.07	$4,807.00
Road Engineer	Assistant Engineer - DE	$25 - $40	0 @	$38.00	$0.00
Bridge Engineer	Assistant Engineer - DE	$25 - $40	8 @	$38.00	$304.00
Res. Eng./Str. Rep.	Resident Engineer / Structure	$25 - $40	0 @	$65.00	$0.00
Inspector	Inspector	$25 - $40	0 @	$42.00	$0.00
Chainman	Chainman	$32 - $50	34 @	$41.72	$1,418.48
Rich Ramirez	Drafter 2	$20 - $32	168 @	$26.26	$4,411.68
Jim Foster	Principal Engineer (QC/QA)	$45 - $75	2 @	$72.19	$144.38
Tara Malcolm	Admin	$10 - $35	10 @	$17.25	$172.50
Kelly Gallagher	Senior Engineer - Spec.s	$45 - $70	0 @	$60.24	$0.00
			653		
				Subtotal Direct Labor Costs	$29,575.65
		4%		Anticipated Salary Increases	$1,035.15
				TOTAL - Direct Labor	$30,610.80

INDIRECT COSTS	Rate	Total
Overhead	179.40%	$54,915.77
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	179.40%	
TOTAL - Indirect Costs		$54,915.77

FEE (12.00%) TOTAL - Fee $10,263.19

OTHER DIRECT COSTS			Total
Travel Costs	1050 @	$0.565	$ 593.25
Per Diem / Hotel	2 @	$150.00	$ 300.00
Survey Prevailing Wage Differential			$ 1,964.00
Overnight Service	3 @	$25.00	$ 75.00
Title Reports	0 @	$500.00	$ -
11 x 17 copies	25 @	$0.10	$ 2.50
			$2,934.75

TOTAL COST $98,724.51

Subcontractor Costs	$67,225.71
Total Contract	$ 165,950.23

Total Cost not to Exceed = [redacted]

Attachment: Contract Quincy 40C0038 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

No.	TASKS	Kleinfelder	WRECO	AIM	ESA	Bender Rosenthal	Testing	Subconsultant Subtotal
	Initial Hourly Rate							
	PHASE I - PROJECT MANAGEMENT & PRELIMINARY ENGR'G							
1	**Project Management**							
1.1	Kick-Off Meeting							
1.2	Project Management & Schedule							
1.3	QC/QA							
1.4	Highway Bridge Program Updates							
2	**Topographic Survey & R/W Mapping**							
2.1	Record Research & Record calculations							
2.2	R/W & Control Field Survey							
2.3	Legal Descriptions							
2.4	Topographic Survey & Cross Sections							
3	**Geotechnical**	$31,516						$31,516
4	**Hydraulics**		$16,848					$16,848
5	**Preliminary Engineering**							
5.1	Basis of Design							
5.3	GADs and Bridge APS							
5.4	Type Selection Report							
5.5	30% Plans							
7	**Environmental**				$18,862			$18,862
	Subtotal- Hours							
	Other Direct Costs							
	Total Cost	$31,516	$16,848		$18,862			$67,226

14-012

Attachment: Contract Quincy 40C0038 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for Dogtown Rd Bridge #38)

QUINCY ENGINEERING

December 8, 2021 Attachment A

Matt Hespenheide
Mariposa County Public Works
4639 Ben Hur Road Mariposa, CA 95338

Re: Amendment 5 to Dogtown Road Bridge (40C0038) over Maxwell Creek

Dear Matt,

As discussed, this letter describes additional design hours to be included in our scope of work for the above subject project.

Task 8: PS&E

QUINCY will revise the structure and approaches in accordance with Caltrans' comments received during the environmental phase. The clear width of the structure will be reduced to 20 feet in accordance with Cal Fire requirements, and barriers updated to comply with the latest MASH standards. Quantities will be recalculated and plans and specifications will be updated to the latest RSS. Plans and specifications will be completed to 100% in preparation of construction funding. The cost for this task is $15,000.

Should you have any additional questions, please do not hesitate to contact us. Thank you for the opportunity to provide this service.

Sincerely,

Bryan Stone, P.E.
Project Manager

Attachment: Dogtown 40C0038 Attachment A - Amendment 5 Request Letter2021.12 (RES-2021-684 : Approve 5Th Amendment with Quincy

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 6

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Quincy Engineering, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Client: Mariposa County

Project: Dogtown Road Bridge (40C0038) over Maxwell Creek Contract No. TBD Participation Amount $ Date: 10/8/2021

For Combined Rate				
Fringe Benefit %	+ General &Administrative %	=	163.90%	Combined ICR%
OR				
For Home Office Rate				
Fringe Benefit %	+ General &Administrative %	=		Home Office %
For Field Office Rate				
Fringe Benefit %	+ General &Administrative %	=		Field Office %
	Fee	=	10	%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
Mark Reno - Project Manager* Principal Engineer	$287.39	N/A	N/A	7/1/2021	12/31/2021	$99.00		
	$297.45	N/A	N/A	1/1/2022	12/31/2022	$102.47	3.50%	
	$307.86	N/A	N/A	1/1/2023	12/31/2023	$106.05	3.50%	N/A
	$320.17	N/A	N/A	1/1/2024	12/31/2024	$110.29	4.00%	
	$332.98	N/A	N/A	1/1/2025	12/31/2025	$114.71	4.00%	
Robert Ferguson - Project Engineer* Project Manager/Senior Engineer	$203.20	N/A	N/A	7/1/2021	12/31/2021	$70.00		
	$210.32	N/A	N/A	1/1/2022	12/31/2022	$72.45	3.50%	
	$217.68	N/A	N/A	1/1/2023	12/31/2023	$74.99	3.50%	N/A
	$226.38	N/A	N/A	1/1/2024	12/31/2024	$77.99	4.00%	
	$235.44	N/A	N/A	1/1/2025	12/31/2025	$81.10	4.00%	
Scott McCauley - Project Engineer* Project Manager/Senior Engineer	$214.81	N/A	N/A	7/1/2021	12/31/2021	$74.00		
	$222.33	N/A	N/A	1/1/2022	12/31/2022	$76.59	3.50%	
	$230.11	N/A	N/A	1/1/2023	12/31/2023	$79.27	3.50%	N/A
	$239.32	N/A	N/A	1/1/2024	12/31/2024	$82.44	4.00%	
	$248.89	N/A	N/A	1/1/2025	12/31/2025	$85.74	4.00%	
Matthew Vaggione - Project Engineer Senior Engineer	$195.39	N/A	N/A	7/1/2021	12/31/2021	$67.31		
	$203.21	N/A	N/A	1/1/2022	12/31/2022	$70.00	4.00%	
	$211.34	N/A	N/A	1/1/2023	12/31/2023	$72.80	4.00%	N/A
				1/1/2024	12/31/2024			
	$219.79	N/A	N/A	1/1/2025	12/31/2025	$75.71	4.00%	
Greg Young - Project Engineer Senior Engineer	$243.84	N/A	N/A	7/1/2021	12/31/2021	$84.00		
	$252.38	N/A	N/A	1/1/2022	12/31/2022	$86.94	3.50%	
	$261.21	N/A	N/A	1/1/2023	12/31/2023	$89.98	3.50%	N/A
	$271.66	N/A	N/A	1/1/2024	12/31/2024	$93.58	4.00%	
	$282.53	N/A	N/A	1/1/2025	12/31/2025	$97.33	4.00%	
Bryan Stone - Project Engineer Senior Engineer	$179.98	N/A	N/A	7/1/2021	12/31/2021	$62.00		
	$186.28	N/A	N/A	1/1/2022	12/31/2022	$64.17	3.50%	
	$192.80	N/A	N/A	1/1/2023	12/31/2023	$66.42	3.50%	N/A
	$200.51	N/A	N/A	1/1/2024	12/31/2024	$69.07	4.00%	
	$208.53	N/A	N/A	1/1/2025	12/31/2025	$71.84	4.00%	
Kelly Gallagher - Specifications Senior Engineer	$237.25	N/A	N/A	7/1/2021	12/31/2021	$81.73		
	$245.56	N/A	N/A	1/1/2022	12/31/2022	$84.59	3.50%	
	$254.15	N/A	N/A	1/1/2023	12/31/2023	$87.55	3.50%	N/A
	$264.32	N/A	N/A	1/1/2024	12/31/2024	$91.05	4.00%	
	$274.89	N/A	N/A	1/1/2025	12/31/2025	$94.70	4.00%	
Brent Lemon - Project Manager* Principal Engineer	$290.29	N/A	N/A	7/1/2021	12/31/2021	$100.00		
	$300.45	N/A	N/A	1/1/2022	12/31/2022	$103.50	3.50%	
	$310.97	N/A	N/A	1/1/2023	12/31/2023	$107.12	3.50%	N/A
	$323.40	N/A	N/A	1/1/2024	12/31/2024	$111.41	4.00%	
	$336.34	N/A	N/A	1/1/2025	12/31/2025	$115.86	4.00%	
Dace Morgan - Project Engineer Senior Engineer	$218.50	N/A	N/A	7/1/2021	12/31/2021	$75.27		
	$226.15	N/A	N/A	1/1/2022	12/31/2022	$77.90	3.50%	
	$234.06	N/A	N/A	1/1/2023	12/31/2023	$80.63	3.50%	N/A
	$243.43	N/A	N/A	1/1/2024	12/31/2024	$83.86	4.00%	
	$253.16	N/A	N/A	1/1/2025	12/31/2025	$87.21	4.00%	

Attachment: Dogtown 40C0038 Attachment B - Exhibit B 10.H2 Billing Rates2021 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for

BILLING INFORMATION | CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
N. Leland Mason - Constructability Review/Specifications Senior Engineer	$232.23	N/A	N/A	7/1/2021	12/31/2021	$80.00		
	$240.36	N/A	N/A	1/1/2022	12/31/2022	$82.80	3.50%	
	$248.77	N/A	N/A	1/1/2023	12/31/2023	$85.70	3.50%	N/A
	$258.72	N/A	N/A	1/1/2024	12/31/2024	$89.13	4.00%	
	$269.07	N/A	N/A	1/1/2025	12/31/2025	$92.69	4.00%	
Ramon Montes de Oca - Constructability Review Senior Engineer	$209.01	N/A	N/A	7/1/2021	12/31/2021	$72.00		
	$216.32	N/A	N/A	1/1/2022	12/31/2022	$74.52	3.50%	
	$223.90	N/A	N/A	1/1/2023	12/31/2023	$77.13	3.50%	N/A
	$232.85	N/A	N/A	1/1/2024	12/31/2024	$80.21	4.00%	
	$242.17	N/A	N/A	1/1/2025	12/31/2025	$83.42	4.00%	
Paul Sipple - Constructability Review Senior Engineer	$235.13	N/A	N/A	7/1/2021	12/31/2021	$81.00		
	$243.36	N/A	N/A	1/1/2022	12/31/2022	$83.84	3.50%	
	$251.88	N/A	N/A	1/1/2023	12/31/2023	$86.77	3.50%	N/A
	$261.96	N/A	N/A	1/1/2024	12/31/2024	$90.24	4.00%	
	$272.44	N/A	N/A	1/1/2025	12/31/2025	$93.85	4.00%	
Mike Sanchez - Senior Engineer	$211.91	N/A	N/A	7/1/2021	12/31/2021	$73.00		
	$219.33	N/A	N/A	1/1/2022	12/31/2022	$75.56	3.50%	
	$227.01	N/A	N/A	1/1/2023	12/31/2023	$78.20	3.50%	N/A
	$236.09	N/A	N/A	1/1/2024	12/31/2024	$81.33	4.00%	
	$245.53	N/A	N/A	1/1/2025	12/31/2025	$84.58	4.00%	
Carolyn Davis - Senior Project Manager/Project Engineer	$261.26	N/A	N/A	7/1/2021	12/31/2021	$90.00		
	$270.41	N/A	N/A	1/1/2022	12/31/2022	$93.15	3.50%	
	$279.87	N/A	N/A	1/1/2023	12/31/2023	$96.41	3.50%	N/A
	$291.06	N/A	N/A	1/1/2024	12/31/2024	$100.27	4.00%	
	$302.71	N/A	N/A	1/1/2025	12/31/2025	$104.28	4.00%	
Juan Cruz - Associate Engineer	$170.26	N/A	N/A	7/1/2021	12/31/2021	$58.65		
	$176.21	N/A	N/A	1/1/2022	12/31/2022	$60.70	3.50%	
	$182.38	N/A	N/A	1/1/2023	12/31/2023	$62.83	3.50%	N/A
	$189.68	N/A	N/A	1/1/2024	12/31/2024	$65.34	4.00%	
	$197.26	N/A	N/A	1/1/2025	12/31/2025	$67.95	4.00%	
Krassimir Panayotov - Associate Engineer	$179.11	N/A	N/A	7/1/2021	12/31/2021	$61.70		
	$185.38	N/A	N/A	1/1/2022	12/31/2022	$63.86	3.50%	
	$191.87	N/A	N/A	1/1/2023	12/31/2023	$66.09	3.50%	N/A
	$199.54	N/A	N/A	1/1/2024	12/31/2024	$68.74	4.00%	
	$207.52	N/A	N/A	1/1/2025	12/31/2025	$71.49	4.00%	
Andrew Mitchell - Associate Engineer Specifications*	$184.91	N/A	N/A	7/1/2021	12/31/2021	$63.70		
	$191.39	N/A	N/A	1/1/2022	12/31/2022	$65.93	3.50%	
	$198.09	N/A	N/A	1/1/2023	12/31/2023	$68.24	3.50%	N/A
	$206.01	N/A	N/A	1/1/2024	12/31/2024	$70.97	4.00%	
	$214.25	N/A	N/A	1/1/2025	12/31/2025	$73.81	4.00%	
Carl Hughes - Associate Engineer	$138.90	N/A	N/A	7/1/2021	12/31/2021	$47.85		
	$143.77	N/A	N/A	1/1/2022	12/31/2022	$49.52	3.50%	
	$148.80	N/A	N/A	1/1/2023	12/31/2023	$51.26	3.50%	N/A
	$154.75	N/A	N/A	1/1/2024	12/31/2024	$53.31	4.00%	
	$160.94	N/A	N/A	1/1/2025	12/31/2025	$55.44	4.00%	
Seth Irish - Surveying** / Right-of-Way Engineering*	$232.23	N/A	N/A	7/1/2021	12/31/2021	$80.00		
	$240.36	N/A	N/A	1/1/2022	12/31/2022	$82.80	3.50%	
	$248.77	N/A	N/A	1/1/2023	12/31/2023	$85.70	3.50%	N/A
	$258.72	N/A	N/A	1/1/2024	12/31/2024	$89.13	4.00%	
	$269.07	N/A	N/A	1/1/2025	12/31/2025	$92.69	4.00%	
Alfonso Dabu - Survey Tech	$133.24	$199.86	$266.49	7/1/2021	12/31/2021	$45.90		
	$137.91	$206.86	$275.81	1/1/2022	12/31/2022	$47.51	3.50%	
	$142.73	$214.10	$285.47	1/1/2023	12/31/2023	$49.17	3.50%	N/A
	$148.44	$222.66	$296.89	1/1/2024	12/31/2024	$51.14	4.00%	
	$154.38	$231.57	$308.76	1/1/2025	12/31/2025	$53.18	4.00%	

(Add pages as necessary)

Attachment: Dogtown 40C0038 Attachment B - Exhibit B 10.H2 Billing Rates2021 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for

BILLING INFORMATION | CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Kevin Williams - Assistant Engineer I	$107.41	$161.11	$214.81	7/1/2021	12/31/2021	$37.00		
	$111.17	$166.75	$222.33	1/1/2022	12/31/2022	$38.30	3.50%	
	$115.06	$172.59	$230.11	1/1/2023	12/31/2023	$39.64	3.50%	N/A
	$119.66	$179.49	$239.32	1/1/2024	12/31/2024	$41.22	4.00%	
	$124.45	$186.67	$248.89	1/1/2025	12/31/2025	$42.87	4.00%	
Kevin Beltran - Assistant Engineer I	$92.89	$139.34	$185.79	7/1/2021	12/31/2021	$32.00		
	$96.14	$144.22	$192.29	1/1/2022	12/31/2022	$33.12	3.50%	
	$99.51	$149.26	$199.02	1/1/2023	12/31/2023	$34.28	3.50%	N/A
	$103.49	$155.23	$206.98	1/1/2024	12/31/2024	$35.65	4.00%	
	$107.63	$161.44	$215.26	1/1/2025	12/31/2025	$37.08	4.00%	
Mason Dambacher - Intern	$55.16	$82.73	$110.31	7/1/2021	12/31/2021	$19.00		
	$57.09	$85.63	$114.17	1/1/2022	12/31/2022	$19.67	3.50%	
	$59.08	$88.63	$118.17	1/1/2023	12/31/2023	$20.35	3.50%	N/A
	$61.45	$92.17	$122.89	1/1/2024	12/31/2024	$21.17	4.00%	
	$63.90	$95.86	$127.81	1/1/2025	12/31/2025	$22.01	4.00%	
Brent Harison - Assistant Engineer I	$107.41	$161.11	$214.81	7/1/2021	12/31/2021	$37.00		
	$111.17	$166.75	$222.33	1/1/2022	12/31/2022	$38.30	3.50%	
	$115.06	$172.59	$230.11	1/1/2023	12/31/2023	$39.64	3.50%	N/A
	$119.66	$179.49	$239.32	1/1/2024	12/31/2024	$41.22	4.00%	
	$124.45	$186.67	$248.89	1/1/2025	12/31/2025	$42.87	4.00%	
Ashley Hansen - Assistant Engineer I	$103.60	$155.41	$207.21	7/1/2021	12/31/2021	$35.69		
	$107.23	$160.85	$214.46	1/1/2022	12/31/2022	$36.94	3.50%	
	$110.98	$166.48	$221.97	1/1/2023	12/31/2023	$38.23	3.50%	N/A
	$115.42	$173.13	$230.85	1/1/2024	12/31/2024	$39.76	4.00%	
	$120.04	$180.06	$240.08	1/1/2025	12/31/2025	$41.35	4.00%	
Inessa Toropov - Assistant Engineer I	$97.60	$146.39	$195.19	7/1/2021	12/31/2021	$33.62		
	$101.01	$151.52	$202.02	1/1/2022	12/31/2022	$34.80	3.50%	
	$104.55	$156.82	$209.09	1/1/2023	12/31/2023	$36.01	3.50%	N/A
	$108.73	$163.09	$217.46	1/1/2024	12/31/2024	$37.46	4.00%	
	$113.08	$169.62	$226.16	1/1/2025	12/31/2025	$38.95	4.00%	
Craig Polglase- Senior Engineering Tech	$181.81	N/A	N/A	7/1/2021	12/31/2021	$62.63		
	$188.17	N/A	N/A	1/1/2022	12/31/2022	$64.82	3.50%	
	$194.76	N/A	N/A	1/1/2023	12/31/2023	$67.09	3.50%	N/A
	$202.55	N/A	N/A	1/1/2024	12/31/2024	$69.77	4.00%	
	$210.65	N/A	N/A	1/1/2025	12/31/2025	$72.57	4.00%	
Bob Maechler - CAD Manager	$152.78	N/A	N/A	7/1/2021	12/31/2021	$52.63		
	$158.13	N/A	N/A	1/1/2022	12/31/2022	$54.47	3.50%	
	$163.66	N/A	N/A	1/1/2023	12/31/2023	$56.38	3.50%	N/A
	$170.21	N/A	N/A	1/1/2024	12/31/2024	$58.63	4.00%	
	$177.02	N/A	N/A	1/1/2025	12/31/2025	$60.98	4.00%	
Patrick Kenney - CAD Tech	$105.06	$157.58	$210.11	7/1/2021	12/31/2021	$36.19		
	$108.73	$163.10	$217.47	1/1/2022	12/31/2022	$37.46	3.50%	
	$112.54	$168.81	$225.08	1/1/2023	12/31/2023	$38.77	3.50%	N/A
	$117.04	$175.56	$234.08	1/1/2024	12/31/2024	$40.32	4.00%	
	$121.72	$182.58	$243.44	1/1/2025	12/31/2025	$41.93	4.00%	
Desiree Acol - Project Manager Assistant	$140.36	$210.53	$280.71	7/1/2021	12/31/2021	$48.35		
	$145.27	$217.90	$290.54	1/1/2022	12/31/2022	$50.04	3.50%	
	$150.35	$225.53	$300.70	1/1/2023	12/31/2023	$51.79	3.50%	N/A
	$156.37	$234.55	$312.73	1/1/2024	12/31/2024	$53.87	4.00%	
	$162.62	$243.93	$325.24	1/1/2025	12/31/2025	$56.02	4.00%	
Phyllis Jordan - Admin Assistant	$119.02	$178.53	$238.04	7/1/2021	12/31/2021	$41.00		
	$123.18	$184.78	$246.37	1/1/2022	12/31/2022	$42.44	3.50%	
	$127.50	$191.24	$254.99	1/1/2023	12/31/2023	$43.92	3.50%	N/A
	$132.60	$198.89	$265.19	1/1/2024	12/31/2024	$45.68	4.00%	
	$137.90	$206.85	$275.80	1/1/2025	12/31/2025	$47.50	4.00%	

(Add pages as necessary)

Attachment: Dogtown 40C0038 Attachment B - Exhibit B 10.H2 Billing Rates2021 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for

BILLING INFORMATION | CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal Engineer / Principal-in-Charge	$263.87	N/A	N/A	7/1/2021	12/31/2021	$90.90		$70 - $120
	$273.11	N/A	N/A	1/1/2022	12/31/2022	$94.08	3.50%	$72 - $124
	$282.67	N/A	N/A	1/1/2023	12/31/2023	$97.37	3.50%	$75 $129
	$293.97	N/A	N/A	1/1/2024	12/31/2024	$101.27	4.00%	$78 - $134
	$305.73	N/A	N/A	1/1/2025	12/31/2025	$105.32	4.00%	$81 - $139
Associate Principal Engineer	$252.55	N/A	N/A	7/1/2021	12/31/2021	$87.00		$70 - $110
	$261.39	N/A	N/A	1/1/2022	12/31/2022	$90.05	3.50%	$72 - $114
	$270.54	N/A	N/A	1/1/2023	12/31/2023	$93.20	3.50%	$75 $118
	$281.36	N/A	N/A	1/1/2024	12/31/2024	$96.92	4.00%	$78 - $123
	$292.62	N/A	N/A	1/1/2025	12/31/2025	$100.80	4.00%	$81 - $127
Senior Engineer	$197.40	N/A	N/A	7/1/2021	12/31/2021	$68.00		$50 - $100
	$204.31	N/A	N/A	1/1/2022	12/31/2022	$70.38	3.50%	$52 - $104
	$211.46	N/A	N/A	1/1/2023	12/31/2023	$72.84	3.50%	$54 $107
	$219.92	N/A	N/A	1/1/2024	12/31/2024	$75.76	4.00%	$56 - $111
	$228.71	N/A	N/A	1/1/2025	12/31/2025	$78.79	4.00%	$58 - $116
Associate Engineer	$159.66	N/A	N/A	7/1/2021	12/31/2021	$55.00		$35 - $70
	$165.25	N/A	N/A	1/1/2022	12/31/2022	$56.93	3.50%	$36 - $72
	$171.03	N/A	N/A	1/1/2023	12/31/2023	$58.92	3.50%	$37 $75
	$177.87	N/A	N/A	1/1/2024	12/31/2024	$61.27	4.00%	$39 - $78
	$184.99	N/A	N/A	1/1/2025	12/31/2025	$63.73	4.00%	$41 - $81
Assistant Engineer I	$116.12	$174.17	$232.23	7/1/2021	12/31/2021	$40.00		$26 - $46
	$120.18	$180.27	$240.36	1/1/2022	12/31/2022	$41.40	3.50%	$27 - $48
	$124.39	$186.58	$248.77	1/1/2023	12/31/2023	$42.85	3.50%	$28 $49
	$129.36	$194.04	$258.72	1/1/2024	12/31/2024	$44.56	4.00%	$29 - $51
	$134.54	$201.80	$269.07	1/1/2025	12/31/2025	$46.35	4.00%	$30 - $53
Assistant Engineer II	$156.76	$235.13	$313.51	7/1/2021	12/31/2021	$54.00		$34 - $62
	$162.24	$243.36	$324.49	1/1/2022	12/31/2022	$55.89	3.50%	$35 - $64
	$167.92	$251.88	$335.84	1/1/2023	12/31/2023	$57.85	3.50%	$36 $66
	$174.64	$261.96	$349.28	1/1/2024	12/31/2024	$60.16	4.00%	$38 - $69
	$181.62	$272.44	$363.25	1/1/2025	12/31/2025	$62.57	4.00%	$39 - $72
Engineering Tech / Assistant	$101.60	$152.40	$203.20	7/1/2021	12/31/2021	$35.00		$25 - $45
	$105.16	$157.74	$210.32	1/1/2022	12/31/2022	$36.23	3.50%	$26 - $47
	$108.84	$163.26	$217.68	1/1/2023	12/31/2023	$37.49	3.50%	$27 $48
	$113.19	$169.79	$226.38	1/1/2024	12/31/2024	$38.99	4.00%	$28 - $50
	$117.72	$176.58	$235.44	1/1/2025	12/31/2025	$40.55	4.00%	$29 - $52
CAD Manager	$145.15	N/A	N/A	7/1/2021	12/31/2021	$50.00		$34 - $56
	$150.23	N/A	N/A	1/1/2022	12/31/2022	$51.75	3.50%	$35 - $58
	$155.48	N/A	N/A	1/1/2023	12/31/2023	$53.56	3.50%	$36 $60
	$161.70	N/A	N/A	1/1/2024	12/31/2024	$55.70	4.00%	$38 - $62
	$168.17	N/A	N/A	1/1/2025	12/31/2025	$57.93	4.00%	$39 - $65

(Add pages as necessary)

Attachment: Dogtown 40C0038 Attachment B - Exhibit B 10.H2 Billing Rates2021 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for

BILLING INFORMATION | CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2]			Effective date of hourly rate		Actual **or** Avg. hourly rate[4]	% or $ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
CAD Tech	$101.60	$152.40	$203.20			$35.00		$25 - $40
	$105.16	$157.74	$210.32			$36.23	3.50%	$26 - $41
	$108.84	$163.26	$217.68			$37.49	3.50%	$27 $43
	$113.19	$169.79	$226.38	1/1/2021	12/31/2021	$38.99	4.00%	$28 - $45
	$117.72	$176.58	$235.44	1/1/2022	12/31/2022	$40.55	4.00%	$29 - $46
	$122.43	$183.64	$244.86	1/1/2023	12/31/2023	$42.17	4.00%	$30 - $48
	$127.33	$190.99	$254.65	1/1/2024	12/31/2024	$43.86	4.00%	$31 - $50
Senior Engineering Tech	$159.66	N/A	N/A			$55.00		$33 - $65
	$165.25	N/A	N/A			$56.93	3.50%	$34 - $67
	$171.03	N/A	N/A			$58.92	3.50%	$35 $70
	$177.87	N/A	N/A	1/1/2021	12/31/2021	$61.27	4.00%	$37 - $72
	$184.99	N/A	N/A	1/1/2022	12/31/2022	$63.73	4.00%	$38 - $75
	$192.39	N/A	N/A	1/1/2023	12/31/2023	$66.27	4.00%	$40 - $78
	$200.08	N/A	N/A	1/1/2024	12/31/2024	$68.92	4.00%	$41 - $81
Student Assistant / Intern	$58.06	$87.09	$116.12			$20.00		$16 - $25
	$60.09	$90.14	$120.18			$20.70	3.50%	$17 - $26
	$62.19	$93.29	$124.39			$21.42	3.50%	$17 $27
	$64.68	$97.02	$129.36	1/1/2021	12/31/2021	$22.28	4.00%	$18 - $28
	$67.27	$100.90	$134.54	1/1/2022	12/31/2022	$23.17	4.00%	$19 - $29
	$69.96	$104.94	$139.92	1/1/2023	12/31/2023	$24.10	4.00%	$19 - $30
	$72.76	$109.14	$145.51	1/1/2024	12/31/2024	$25.06	4.00%	$20 - $31
Administrative Assistant / Support Staff	$119.02	$178.53	$238.04			$41.00		$15 - $52
	$123.18	$184.78	$246.37			$42.44	3.50%	$16 - $54
	$127.50	$191.24	$254.99			$43.92	3.50%	$16 $56
	$132.60	$198.89	$265.19	1/1/2021	12/31/2021	$45.68	4.00%	$17 - $58
	$137.90	$206.85	$275.80	1/1/2022	12/31/2022	$47.50	4.00%	$17 - $60
	$143.42	$215.12	$286.83	1/1/2023	12/31/2023	$49.40	4.00%	$18 - $63
	$149.15	$223.73	$298.30	1/1/2024	12/31/2024	$51.38	4.00%	$19 - $65
Associate Surveyor / Project Surveyor**	$130.63	N/A	N/A			$45.00		$37 - $67
	$135.20	N/A	N/A			$46.58	3.50%	$38 - $69
	$139.93	N/A	N/A			$48.21	3.50%	$40 $72
	$145.53	N/A	N/A	1/1/2021	12/31/2021	$50.13	4.00%	$41 - $75
	$151.35	N/A	N/A	1/1/2022	12/31/2022	$52.14	4.00%	$43 - $78
	$157.41	N/A	N/A	1/1/2023	12/31/2023	$54.22	4.00%	$45 - $81
	$163.70	N/A	N/A	1/1/2024	12/31/2024	$56.39	4.00%	$46 - $84
Survey Technician**	$116.12	$174.17	$232.23			$40.00		$29 - $50
	$120.18	$180.27	$240.36			$41.40	3.50%	$30 - $52
	$124.39	$186.58	$248.77			$42.85	3.50%	$31 $54
	$129.36	$194.04	$258.72	1/1/2021	12/31/2021	$44.56	4.00%	$32 - $56
	$134.54	$201.80	$269.07	1/1/2022	12/31/2022	$46.35	4.00%	$34 - $58
	$139.92	$209.88	$279.84	1/1/2023	12/31/2023	$48.20	4.00%	$35 - $60
	$145.51	$218.27	$291.03	1/1/2024	12/31/2024	$50.13	4.00%	$36 - $63

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate =- actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Attachment: Dogtown 40C0038 Attachment B - Exhibit B 10.H2 Billing Rates2021 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for

EXHIBIT 10-H2 COST PROPOSAL Page 6 of 6

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant: Quincy Engineering, Inc. ■ Prime Consultant ☐ Subconsultant

Client: Mariposa County

Project: Dogtown Road Bridge (40C0038) over Maxwell Creek Contract No. TBD Date: 3/25/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	TBD	Miles	Current IRS Rate	$
Per Diem	TBD	Day	Current GSA Rate	
Overnight Mail Service	TBD	EA	Actual	$
Outside Vendor Printing & Reproduction	TBD	EA	Actual	$
Tolls & Parking	TBD	EA	Actual	$
Prevailing Wage Differential	TBD	EA	Actual	$
Subconsultant 1:				$
Subconsultant 2:				$
Subconsultant 3:				$
Subconsultant 4:				$
Subconsultant 5:				$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Person

Attachment: Dogtown 40C0038 Attachment B - Exhibit B 10.H2 Billing Rates2021 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for

EXHIBIT 10-H2 COST PROPOSAL Form 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Brent Lemon Title*: Vice-President

Signature: R. Brent Lemon Date of Certification (mm/dd/yyyy): 10/18/2021

Email: brentl@quincyeng.com Phone Number: 916.368.9181

Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Bridge Design, Roadway Design, Plan Sheet Development, Technical Report Writing, Special Provisions, Construction Material Quantities, Marginal Estimates, Environmental Document Support, Caltrans and other Funding Assistance, Constructability Reviews

Attachment: Dogtown 40C0038 Attachment B - Exhibit B 10.H2 Billing Rates2021 (RES-2021-684 : Approve 5Th Amendment with Quincy Eng for

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-685

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Approve the Darrah Road Bridge Program Supplement Agreement

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RECOMMENDATION AND JUSTIFICATION:
Approve the Program Supplement Agreement with the State of California Department of Transportation for the Darrah Road Over Chowchilla River Bridge Project, .7 Miles North of SR49; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The added funds in the amount of $9,800.00 to the existing contract are intended to help offset the Required Purchase of Mitigation Credits that was presented on October 5, 2021 to the Board for Approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved an agreement with Caltrans for the Darrah Road Bridge Project with Resolution #2020-324.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve; have the funds disencumbered and forego the completion of the project.

FINANCIAL IMPACT:
Funding is anticipated to be 80% reimbursable, with a local match required of 20%.

ATTACHMENTS:
5940004 UnSignedPSA_ToAgency_ForSignature (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12253

PROGRAM SUPPLEMENT NO. R014 Rev. 4
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10_5940

Adv. Project ID
1000000366

Date: September 21, 2021
Location: 10-MPA-0-CR
Project Number: BRLS-5940(004)
E.A. Number: 10-107094
Locode: 5940

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 08/21/1979 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Darrah Road (Bridge 40C0033) over Chowchilla River, .7 Miles North of SR49

TYPE OF WORK: Replace existing 2-lane bridge with a standard 2-lane bridge **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	M240	$318,695.00	LOCAL		OTHER
	1180	$45,600.00			
$4,485,001.00	H1C0	$173,905.00	$572,861.00		$3,364,140
	Z0E1	$9,800.00			

COUNTY OF MARIPOSA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____ **Date** 10/1/2021 $548,000.0

Attachment: 5940004 UnSignedPSA_ToAgency_ForSignature (RES-2021-685 : Approve the Darrah Road Bridge Program Supplement

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

Attachment: 5940004 UnSignedPSA_ToAgency_ForSignature (RES-2021-685 : Approve the Darrah Road Bridge Program Supplement

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

Attachment: 5940004 UnSignedPSA_ToAgency_ForSignature (RES-2021-685 : Approve the Darrah Road Bridge Program Supplement

SPECIAL COVENANTS OR REMARKS

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

Attachment: 5940004 UnSignedPSA_ToAgency_ForSignature (RES-2021-685 : Approve the Darrah Road Bridge Program Supplement

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

Attachment: 5940004 UnSignedPSA_ToAgency_ForSignature (RES-2021-685 : Approve the Darrah Road Bridge Program Supplement

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. 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); and 49 CFR Part 21.
B. 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);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

Attachment: 5940004 UnSignedPSA_ToAgency_ForSignature (RES-2021-685 : Approve the Darrah Road Bridge Program Supplement

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, 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 C.F.R. parts 37 and 38;
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
K. 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);
L. 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).

Attachment: 5940004 UnSignedPSA_ToAgency_ForSignature (RES-2021-685 : Approve the Darrah Road Bridge Program Supplement

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2021-686

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Conflict of Interest

RECOMMENDATION AND JUSTIFICATION:
Approve the Conflict of Interest List of Filers and Disclosure Categories; and Adopt the Code of Regulations §18730 that Constitutes the Mariposa County Conflict of Interest Code.

Amendments are to be done biennially or upon changes in certain positions. The county positions have been reviewed by Human Resources. Outside agencies are responsible for the review of their positions. Exhibit B is the final clean copy with asterisk notation changes. Exhibit A identifies the deletions by strike through and the additions by italics.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Regulations of the Fair Political Practices Commissions, Title 2, division 6, Section 18730 of the California Code of Regulations constitutes the Mariposa County Conflict of Interest Code and governs all the various departments, districts, and committees of Mariposa County. The Board has complied with the Fair Political Practices Commission since 1981.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County will not have a current listing of designated positions.

ATTACHMENTS:
18730 (PDF)
Exhibit A (PDF)
Exhibit B (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12459

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

Attachment: 18730 (RES-2021-686 : Conflict of Interest)

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.1

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

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are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.2

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

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(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

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Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property3 is required to be reported,4 the statement shall contain the following:

1. A statement of the nature of the investment or interest;

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2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,5 the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,6 the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

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2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $500.

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(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

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officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

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4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

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1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

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(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The

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fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

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This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

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[5] A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

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9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

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18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

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nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

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Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

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April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

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DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NON
A.		**ADMINISTRATION**					
		County Administrative Officer		87200 Filer			
		Assistant County Administrative Officer	X	~~X~~	~~X~~	~~X~~	
		Executive Assistant					X
		-Administrative Analyst I/II/ Housing Development Specialist	~~X~~				~~X~~
		Administrative Analyst I/II / Economic Development	~~X~~				~~X~~
		Administrative Analyst I/II / Grant Writer	~~X~~				~~X~~
		Technical Services Manager	X	~~X~~	~~X~~	~~X~~	
		Information Systems Specialist					X
		Network Administrator I/II					X
		Senior Information Specialist					X
		PC Technician					X
B.		**AGRICULTURAL COMMISSIONER**					
		Agricultural Commissioner / Sealer of Weights & Measurements	X	~~X~~	~~X~~	~~X~~	
		Deputy Agricultural Commissioner / Sealer	X	~~X~~	~~X~~	~~X~~	
		Agricultural and Standards Inspector I/II					X
		Agricultural and Standards Program Technician I/II					X
		Senior Agricultural and Standards Inspector					X
C.		**ASSESSOR/RECORDER**					
		Assessor/Recorder	X	~~X~~	~~X~~	~~X~~	
		Assistant Assessor / Recorder	X	~~X~~	~~X~~	~~X~~	
		Appraiser I/II/III	X	~~X~~	~~X~~	~~X~~	
		Auditor-Appraiser	X	~~X~~	~~X~~	~~X~~	
		Cadastral Drafting Technician I/II					X
		Assessment Recording Office Manager					X
		Assessment Recording Clerk I/II/III					X
D.		**AUDITOR**					
		Auditor	X	~~X~~	~~X~~	~~X~~	
		Assistant Auditor	X	~~X~~	~~X~~	~~X~~	
		Accountant I/II					X
		Accounting Technician III					X
		Accounting Technician I/II					X
		Senior Account Clerk					X
		Payroll Specialist					X
E.		**BOARD OF SUPERVISORS**					
		Supervisor - District 1		87200 Filer		expanded	
		Supervisor - District 2		87200 Filer		expanded	
		Supervisor - District 3		87200 Filer		expanded	
		Supervisor - District 4		87200 Filer		expanded	
		Supervisor - District 5		87200 Filer		expanded	
		Clerk of the Board	X	~~X~~	~~X~~	~~X~~	
		Deputy Clerk of the Board I/II					X
F.		**BUILDING DEPARTMENT**					
		Building Director	X	~~X~~	~~X~~	~~X~~	
		Building Inspector	X	~~X~~	~~X~~	~~X~~	
		Senior Development Services Technician					X
		Development Services Technician					X
		Plan Checker/ Inspector					X
G.		**CHILD SUPPORT SERVICES**					
		Child Support Services Director		Merced County			
		Child Support Supervisor	~~X~~				~~X~~
		Child Support Specialist I/II and III					X

Attachment: Exhibit A (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NON
		~~Child Support Accounting Technician~~					X
		~~Child Support Assistant I/II~~					X
H.		**COMMUNITY SERVICES DIVISION - HEALTH & HUMAN SERVICES**					
		Deputy Director / Community Services	X	~~X~~	~~X~~	~~X~~	
		Office Technician					X
		Program Assistant I/II					X
		Senior Nutrition Cook/Site Supervisor					X
		Kitchen Assistant					X
		Transit System Bus Driver					X
I.		**COUNTY COUNSEL**					
		County Counsel		87200 Filer			
		Assistant County Counsel	X	~~X~~	~~X~~	~~X~~	
		Legal Executive Assistant					X
J.		**DISTRICT ATTORNEY**					
		District Attorney		87200 Filer			
		Assistant District Attorney	X	~~X~~	~~X~~	~~X~~	
		Deputy District Attorney I/II					X
		District Attorney Investigator					X
		Legal Executive Assistant					X
		Legal Secretary I/II					X
		Senior Office Assistant					X
		Victim Witness Services Coordinator					X
		Victim Witness Advocate					X
K.		~~**FARM ADVISOR (Not a County Position)**~~ **UC Cooperative Extension**					
		Farm Advisor	X	~~X~~	~~X~~	~~X~~	
		Office Technician		X			~~X~~
		4-H Coordinator					X
L.		**FIRE PROTECTION**					
		Fire Prevention Inspector I/II					X
		Office Technician					X
		Office Assistant I/II					X
M.		**HEALTH & HUMAN SERVICES**					
		Human Services Administration					
		Human Services Director	X	~~X~~	~~X~~	~~X~~	
		Assistant Director	X	~~X~~	~~X~~	~~X~~	
		Senior Administrative Analyst	X	~~X~~	~~X~~	~~X~~	
		Fiscal Officer II	X	~~X~~	~~X~~	~~X~~	
		Network Administrator I/II					X
		Administrative Analyst I/II					X
		Staff Development Coordinator					X
		Accountant I/II					X
		Executive Assistant					X
		Social Worker Supervisor I					X
		Eligibility Specialist I/II/III					X
		Social Worker III					X
		System Support Analyst					X
		Accounting Technician I/II					X
		Senior Account Clerk					X
		Senior Office Assistant					X
		Staff Services Analyst I/II					X
		PC Technician					X
		Alcohol & Drug					
		Senior Alcohol & Drug Specialist					X

Attachment: Exhibit A (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE			DISCLOSURE CATEGORIES				
CLASSIFICATION			1	2	3	4	NON
		Alcohol & Drug Specialist II					X
		Adult & Aging					
		Deputy Director / Community Services	X	~~X~~	~~X~~	~~X~~	
		Office Technician					X
		Program Assistant I/II					X
		Senior Nutrition Cook/Site Supervisor					X
		Kitchen Assistant					X
		Transit System Bus Driver					X
		Employment & Community Services					
		Deputy Director of Employment and Community Services	X	~~X~~	~~X~~	~~X~~	
		Office Technician					X
		Social Worker Supervisor I					X
		Office Tech Supervisor					X
		Program Manager					X
		Senior Office Assistant					X
		Office Assistant II					X
		Social Worker I/II/III					X
		Services Support Assistant III					X
		System Support Analyst					X
		Staff Services Analyst I					X
		Eligibility Specialist Supervisor					X
		Eligibility Specialist I/II/III					X
		Behavioral Health					
		Deputy Director of Behavioral Health	X	~~X~~	~~X~~	~~X~~	
		On-Call Coordinator					X
		Social Worker Supervisor I/II					X
		Office Tech Supervisor					X
		Administrative Analyst I					X
		Senior Office Assistant					X
		Office Assistant II					X
		Office Technician					X
		Mental Health Clinician					X
		Staff Services Analyst					X
		Mental Health Assistant I/II/III					X
		Mental Health Aide - Client Recovery					X
		Psychiatrist					X
		Psychiatric Mental Health Nurse Practitioner					X
		Licensed Vocational Nurse					X
		Mental Health Nurse Practitioner					X
		Energy Grant					
		Account Clerk III					X
		Maintenance Worker I/II/III					X
		Mental Health Services Act - Prop. 63					
		Social Worker Supervisor I/II					X
		Mental Health Clinician					X
		Mental Health Assistant I/II/III					X
		Social Services Aide					X
		Mental Health Aide - Client Recovery					X
		Social Services Division					
		Deputy Director of Social Services	X	~~X~~	~~X~~	~~X~~	
		Office Technician					X
		Staff Services Analyst II					X
		Social Worker Supervisor II					X
		Social Worker I/II/III/IV					X
		Legal Secretary I/II					X

Attachment: Exhibit A (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NON
		Social Services Aide					X
		Health					
		County Health Officer	X	~~X~~	~~X~~	~~X~~	
		Public Health Nursing Manager	X	~~X~~	~~X~~	~~X~~	
		Environmental Health Manager	X	~~X~~	~~X~~	~~X~~	
		Executive Assistant					X
		Public Health Educator	X	~~X~~	~~X~~	~~X~~	
		Public Health Emergency Preparedness & Response Coordinator	X	~~X~~	~~X~~	~~X~~	
		Senior Environmental Health Specialist	X	~~X~~	~~X~~	~~X~~	
		Registered Environmental Health Specialist	X	~~X~~	~~X~~	~~X~~	
		Administrative Analyst I/II	X	~~X~~	~~X~~	~~X~~	
		Nurse Practitioner					X
		Public Health Nurse I/II					X
		Registered Nurse					X
		Licensed Vocational Nurse					X
		Office Technician					X
		Accounting Technician I/II					X
		Office Assistant I/II					X
		Development Services Technician					X
		Program Assistant I/II					X
N.		**LIBRARY**					
		County Librarian	X	~~X~~	~~X~~	~~X~~	
		Senior Library Assistant					X
		Library Assistant I/II					X
O.		**HUMAN RESOURCES/RISK MANAGEMENT**					
		Human Resources Director	X	~~X~~	~~X~~	~~X~~	
		Senior Administrative Analyst	X				~~X~~
		Administrative Analyst I/II	X				~~X~~
P.		**PLANNING DEPARTMENT**					
		Planning Director	X	~~X~~	~~X~~	~~X~~	
		Deputy Planning Director	X	~~X~~	~~X~~	~~X~~	
		Senior Planner	~~X~~	~~X~~	~~X~~	~~X~~	
		~~Associate~~ Planner III				X	~~X~~
		~~Assistant~~ Planner II				X	~~X~~
		~~Planning Technician~~ Planner I				X	~~X~~
		Senior GIS Specialist				X	~~X~~
		GIS Specialist I/II				X	~~X~~
		Executive Assistant				X	~~X~~
		~~Senior Office Assistant~~ Office Technician				X	~~X~~
		Code Compliance Technician				X	~~X~~
		Community Design and Development Planner				X	~~X~~
Q.		**PROBATION DEPARTMENT**					
		Chief Probation Officer	X	~~X~~	~~X~~	~~X~~	
		Assistant Chief Probation Officer	X	~~X~~	~~X~~	~~X~~	
		Deputy Probation Officer I/II/III					X
		Senior Office Assistant					X
		Probation Technician					X
		Executive Assistant					X
		Accounting Technician I/II					X
R.		**PUBLIC WORKS**					
		Administrative Division					
		Director of Public Works & Transportation	X	~~X~~	~~X~~	~~X~~	

Attachment: Exhibit A (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION		1	2	3	4	NON
	Deputy Director of Public Works	X	X	X	X	
	Fiscal Officer II	X	X	X	X	
	Administrative Analyst I/II	X	X	X	X	
	Executive Assistant					X
	Administrative Technician					X
	Accounting Technician I/II					X
	Office Assistant II					X
	Senior Account Clerk					X
	Accountant I/II					X
	Roads Division-Operations					
	Public Works Superintendent	X	X	X	X	
	Roads & Bridges Manager	X				
	Maintenance & Construction Supervisor					X
	Maintenance Worker I/II/III					X
	Fleet Division					
	Fleet Manager	X	X	X	X	
	Equipment Mechanic Supervisor					X
	Equipment Mechanic/Heavy Equipment					X
	Equipment Service Worker					X
	Account Clerk I/II					X
	Transportation Planning					
	Transportation Planner	X	X	X	X	
	Surveyor-Engineering Services Division					
	County Engineer	X	X	X	X	
	County Surveyor	X	X	X	X	X
	Associate Engineer					X
	Junior Engineer					X
	Engineering Technician I/II/III					X
	Survey Technician					X
	Facility Maintenance					
	Facilities and Recreation Services Manager	X	X	X	X	
	Maintenance Supervisor					X
	Maintenance Worker I/II/III					X
	Supervising Custodian					X
	Custodian					X
	Parks & Recreation					
	Recreation Supervisor					X
	Solid Waste & Recycling					
	Solid Waste and Recycling Manager	X	X	X	X	
	Public Works Superintendent	X	X	X	X	
	Maintenance Worker I/II/III					X
	Account Clerk I/II					X
	Utilities					
	Utilities Manager	X	X	X	X	
	Senior Plant Operator					X
	Plant Operator I/II					X
S.	**SHERIFF/CORONER/PUBLIC ADMINISTRATOR**					
	Sheriff/Coroner/Public Administrator	X	X	X	X	
	Sheriff's Undersheriff	X	X	X	X	
	Sheriff's Captain	X				X
	Sheriff's Sergeant					X
	Sheriff's Detective					X
	Sheriff's Deputy					X
	Executive Assistant					X
	Administrative Technician					X
	Office Technician					X
	Office Assistant I/II					X

Attachment: Exhibit A (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE			DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NON
	Sheriff's Dispatcher					X
	Sheriff's Evidence Technician					X
	Animal Control Officer					X
	Sheriff's Bailiff					X
	Jail Division					
	Jail Lieutenant	X	~~X~~	~~X~~	~~X~~	
	Custodial Sergeant					X
	Custodial Deputy					X
T.	**TRIAL COURTS (Courts File Directly to the State)**					
	Superior Court Judge		87200	Filer		
	Superior Court Judge		87200	Filer		
	Family Law Commissioner		87200	Filer		
	Court Executive Officer	X	~~X~~	~~X~~	~~X~~	
	Court Executive Assistant					X
	Court Administrative Assistant					X
	Court System Analyst					X
	Administrative Court Clerk/Jury Commissioner					X
	Court Supervisor					X
	Court Reporter					X
	Court Clerks III/II/I					X
U.	**TREASURER, TAX COLLECTOR & COUNTY CLERK**					
	Treas. Tax Collector & County Clerk		87200 Filer		expanded	
	Chief Deputy County Clerk	X	~~X~~	~~X~~	~~X~~	
	Chief Deputy Treasurer/Tax Collector	X	~~X~~	~~X~~	~~X~~	
	Deputy Treasurer	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~
	Accounting Technician III/II/I					X
	Account Clerk I/II					X
	Elections Clerk I/II					X
AA.	**ASSESSMENT APPEALS BOARD**					
	Board Members (5 Members)	~~X~~	~~X~~	~~X~~	~~X~~	
BB.	**JOHN C. FREMONT HEALTHCARE DISTRICT**					
	Chief Executive Officer	X	~~X~~	~~X~~	~~X~~	
	Chief Financial Officer	X	~~X~~	~~X~~	~~X~~	
	Chief Information Officer	X	~~X~~	~~X~~	~~X~~	
	Chief Nursing Officer	X	~~X~~	~~X~~	~~X~~	
	Chief Human Resources Officer	X	~~X~~	~~X~~	~~X~~	
	Director (5 Directors)	X	~~X~~	~~X~~	~~X~~	
CC.	**LOCAL AGENCY FORMATION COMMITTEE**					
	Executive Director	X	~~X~~	~~X~~	~~X~~	
	Private Citizen Member (2 Members)	X	~~X~~	~~X~~	~~X~~	
	Board of Supervisors (4 Members)		87200 Filer		expanded	
	~~Planner IV (Support Staff)~~	~~X~~	~~X~~	~~X~~	~~X~~	
	Citizen Alternate					X
DD.	**LOCAL CHILD CARE PLANNING COUNCIL**					
	Members (10)	X	~~X~~	~~X~~	~~X~~	
	Alternates (10)	X	~~X~~	~~X~~	~~X~~	
EE.	**MARIPOSA COUNTY GRAND JURY**					
	Grand Jury Member (11 Members)	X	X	X	X	

Attachment: Exhibit A (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE			DISCLOSURE CATEGORIES				
CLASSIFICATION			1	2	3	4	NON
FF.		**MARIPOSA COUNTY PLANNING COMMISSION**					
		Commissioners (5 Members)		87200 Filer			
GG.		**MARIPOSA PUBLIC UTILITIES DISTRICT**					
		Board of Directors (5 Members)	X	~~X~~	~~X~~	~~X~~	
		General Manager	X	~~X~~	~~X~~	~~X~~	
HH.		**YOSEMITE ALPINE COMMUNITY SERVICES DISTRICT**					
		Board of Directors (5 Members)	X	~~X~~	~~X~~	~~X~~	
		General Counsel	X	~~X~~	~~X~~	~~X~~	
II.		**LAKE DON PEDRO COMMUNITY SERVICES**					
		Board of Directors (5 Members)	X	~~X~~	~~X~~	~~X~~	
		General Manager	X	X	~~X~~	~~X~~	
		Treasurer	X	~~X~~	~~X~~	~~X~~	
		Attorney	X	~~X~~	~~X~~	~~X~~	
		Secretary	X	~~X~~	~~X~~	~~X~~	
JJ.		**MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT**					
		Superintendent	X	~~X~~	~~X~~	~~X~~	
		Chief Business Officer	X	~~X~~	~~X~~	~~X~~	
		Director, Educational Services	X	~~X~~	~~X~~	~~X~~	
		Director, Special Education	X	~~X~~	~~X~~	~~X~~	
		~~Director, Educational Technology~~	~~X~~	X	X	X	
		~~Director, Human Resources/Student Services~~ Asst Superintendent	X	X	X	X	
		Principal & Teaching Principals (7 positions)	~~X~~	X	~~X~~	~~X~~	
		Board of Trustees/Education (5 Members)	X	~~X~~	~~X~~	~~X~~	
		Citizens' Bond Oversight Committee	X	~~X~~	~~X~~	~~X~~	
KK.		**MARIPOSA COUNTY FIRST 5 COMMISSION**					
		Executive Director	X	~~X~~	~~X~~	~~X~~	
		School Readiness Teacher/Director	X	~~X~~	~~X~~	~~X~~	
		Commissioner	X	~~X~~	~~X~~	~~X~~	
		County Counsel	X	~~X~~	~~X~~	~~X~~	
		Administrative Assistant	X	~~X~~	~~X~~	~~X~~	
		Fiscal Analyst	X	~~X~~	~~X~~	~~X~~	
LL.		**MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT**					
		Board of Directors (5)	X	~~X~~	~~X~~	~~X~~	
		Office Manager					X
		Associate Directors					X
		IRWMP Project Manager					X
		Farm Bill Assistant					X
		County Counsel	X	~~X~~	~~X~~	~~X~~	

Attachment: Exhibit A (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NONE
A.		**ADMINISTRATION**					
		County Administrative Officer		87200 Filer			
		Assistant County Administrative Officer	X				
		Executive Assistant					X
		-Administrative Analyst I/II/ Housing Development Specialist	X				
		Administrative Analyst I/II / Economic Development	X				
		Administrative Analyst I/II / Grant Writer	X				
		Technical Services Manager	X				
		Information Systems Specialist					X
		Network Administrator I/II					X
		Senior Information Specialist					X
		PC Technician					X
B.		**AGRICULTURAL COMMISSIONER**					
		Agricultural Commissioner / Sealer of Weights & Measurements	X				
		Deputy Agricultural Commissioner / Sealer	X				
		Agricultural and Standards Inspector I/II					X
		Agricultural and Standards Program Technician I/II					X
		Senior Agricultural and Standards Inspector					X
C.		**ASSESSOR/RECORDER**					
		Assessor/Recorder	X				
		Assistant Assessor / Recorder	X				
		Appraiser I/II/III	X				
		Auditor-Appraiser	X				
		Cadastral Drafting Technician I/II					X
		Assessment Recording Office Manager					X
		Assessment Recording Clerk I/II/III					X
D.		**AUDITOR**					
		Auditor	X				
		Assistant Auditor	X				
		Accountant I/II					X
		Accounting Technician III					X
		Accounting Technician I/II					X
		Senior Account Clerk					X
		Payroll Specialist					X
E.		**BOARD OF SUPERVISORS**					
		Supervisor - District 1		87200 Filer		expanded	
		Supervisor - District 2		87200 Filer		expanded	
		Supervisor - District 3		87200 Filer		expanded	
		Supervisor - District 4		87200 Filer		expanded	
		Supervisor - District 5		87200 Filer		expanded	
F.		**Clerk of the Board**	X				
		Deputy Clerk of the Board I/II					X
G.		**BUILDING DEPARTMENT**					
		Building Director	X				
		Building Inspector	X				
		Senior Development Services Technician					X
		Development Services Technician					X
		Plan Checker/ Inspector					X
H.		**CHILD SUPPORT SERVICES**					
		Child Support Services Director	Merced County				
		Child Support Supervisor	X				
		Child Support Specialist I/II and III					X
I.		**COMMUNITY SERVICES DIVISION - HEALTH & HUMAN SERVICES**					
		Deputy Director / Community Services	X				

Attachment: Exhibit B (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NONE
		Office Technician					X
		Program Assistant I/II					X
		Senior Nutrition Cook/Site Supervisor					X
		Kitchen Assistant					X
		Transit System Bus Driver					X
J.		**COUNTY COUNSEL**					
		County Counsel		87200 Filer			
		Assistant County Counsel	X				
		Legal Executive Assistant					X
K.		**DISTRICT ATTORNEY**					
		District Attorney		87200 Filer			
		Assistant District Attorney	X				
		Deputy District Attorney I/II					X
		District Attorney Investigator					X
		Legal Executive Assistant					X
		Legal Secretary I/II					X
		Senior Office Assistant					X
		Victim Witness Services Coordinator					X
		Victim Witness Advocate					X
L.		**UC Cooperative Extension**					
		Farm Advisor	X				
		Office Technician		X			
		4-H Coordinator					X
M.		**FIRE PROTECTION**					
		Fire Prevention Inspector I/II					X
		Office Technician					X
		Office Assistant I/II					X
N.		**HEALTH & HUMAN SERVICES**					
		Administration Division					
		Health & Human Services Director	X				
		County Health Officer	X				
		Division Director of Administration	X				
		Deputy Director of Administration	X				
		Senior Administrative Analyst	X				
		Fiscal Officer II	X				
		Administrative Analyst I/II (Fiscal)	X				
		Staff Development Coordinator					X
		Accountant I/II					X
		Executive Assistant					X
		Social Worker Supervisor I					X
		Eligibility Specialist III					X
		Social Worker III					X
		Fraud Investigator					X
		System Support Analyst					X
		Accounting Technician I/II					X
		Administrative Technician					X
		Office Technician					X
		Program Assistant I					X
		Office Assistant II					X
		Senior Account Clerk					X
		Senior Office Assistant					X
		Staff Services Analyst I/II					X
		Administrative Analyst I/II					X
		Maintenance Worker I/II/III					X
		Relief Transit System Bus Driver					X
		Driver					X

Attachment: Exhibit B (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NONE
		Human Services Division					
		Division Director of Human Services	X				
		Deputy Director of Adults & Aging	X				
		Deputy Director of Public Assistance	X				
		Staff Services Analyst I/II					
		Social Worker Supervisor I/II					X
		Office Technician Supervisor					X
		Program Manager					X
		Program Administrator					X
		Services Support Analyst					X
		System Support Analyst					
		Senior Office Assistant					X
		Eligibility Specialist Supervisor					
		Eligibility Specialist I/II/III					
		Social Worker I/II/III/IV					X
		Office Technician					X
		Program Specialist I/II					X
		Office Assistant II					X
		Legal Secretary II					X
		Program Assistant I/II					X
		Senior Nutrition Cook					X
		Kitchen Assistant					X
		Health Services Division					
		Division Director of Health Services	X				
		Deputy Director of Behavioral Health	X				
		Deputy Director of Public Health	X				
		Public Health Emergency Preparedness & Response Coordinator	X				
		Environmental Health Manager	X				
		Public Health Educator	X				
		Public Health Nursing Manager	X				
		Senior Environmental Health Specialist	X				
		Registered Environmental Health Specialist	X				
		Senior Administrative Analyst	X				
		Social Worker Supervisor II					X
		Office Tech Supervisor					X
		Program Administrator					X
		Staff Services Analyst I/II					X
		System Support Analyst					X
		Senior Office Assistant					X
		Office Assistant II					X
		Office Technician					X
		Mental Health Clinician					X
		Public Health Nurse I/II					X
		Mental Health Assistant I/II/III					X
		Mental Health Aide					X
		Psychiatric Mental Health Nurse Practitioner					X
		Licensed Vocational Nurse					X
		Nurse Practitioner					X
		Alcohol & Drug Specialist II					X
		Program Specialist I/II/III					X
		Development Services Technician					X
O.		**LIBRARY**					
		County Librarian	X				
		Senior Library Assistant					X
		Library Assistant I/II					X
P.		**HUMAN RESOURCES/RISK MANAGEMENT**					
		Human Resources Director	X				
		Senior Administrative Analyst	X				
		Administrative Analyst I/II	X				

Attachment: Exhibit B (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES				
CLASSIFICATION			1	2	3	4	NONE
Q.		**PLANNING DEPARTMENT**					
		Planning Director	X				
		Deputy Planning Director	X				
		Senior Planner	X				
		Planner III				X	
		Planner II				X	
		Planner I				X	
		Senior GIS Specialist				X	
		GIS Specialist I/II				X	
		Executive Assistant				X	
		Office Technician				X	
		Code Compliance Technician				X	
		Community Design and Development Planner				X	
R.		**PROBATION DEPARTMENT**					
		Chief Probation Officer	X				
		Assistant Chief Probation Officer	X				
		Deputy Probation Officer I/II/III					X
		Senior Office Assistant					X
		Probation Technician					X
		Executive Assistant					X
		Accounting Technician I/II					X
S.		**PUBLIC WORKS**					
		Administrative Division					
		Director of Public Works & Transportation	X				
		Deputy Director of Public Works	X				
		Fiscal Officer II	X				
		Administrative Analyst I/II	X				
		Executive Assistant					X
		Administrative Technician					X
		Accounting Technician I/II					X
		Office Assistant II					X
		Senior Account Clerk					X
		Accountant I/II					X
		Roads Division-Operations					
		Public Works Superintendent	X				
		Roads & Bridges Manager	X				
		Maintenance & Construction Supervisor					X
		Maintenance Worker I/II/III					X
		Fleet Division					
		Fleet Manager	X				
		Equipment Mechanic Supervisor					X
		Equipment Mechanic/Heavy Equipment					X
		Equipment Service Worker					X
		Account Clerk I/II					X
		Transportation Planning					
		Transportation Planner	X				
		Surveyor-Engineering Services Division					
		County Engineer	X				
		County Surveyor	X				X
		Associate Engineer					X
		Junior Engineer					X
		Engineering Technician I/II/III					X
		Survey Technician					X
		Facility Maintenance					
		Facilities and Recreation Services Manager	X				
		Maintenance Supervisor					X
		Maintenance Worker I/II/III					X
		Supervising Custodian					X
		Custodian					X
		Parks & Recreation					
		Recreation Supervisor					X

Attachment: Exhibit B (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION			1	2	3	4	NONE
		Solid Waste & Recycling					
		Solid Waste and Recycling Manager	X				
		Public Works Superintendent	X				
		Maintenance Worker I/II/III					X
		Account Clerk I/II					X
		Utilities					
		Utilities Manager	X				
		Senior Plant Operator					X
		Plant Operator I/II					X
T.		**SHERIFF/CORONER/PUBLIC ADMINISTRATOR**					
		Sheriff/Coroner/Public Administrator	X				
		Sheriff's Undersheriff	X				
		Sheriff's Captain	X				
		Sheriff's Sergeant					X
		Sheriff's Detective					X
		Sheriff's Deputy					X
		Executive Assistant					X
		Administrative Technician					X
		Office Technician					X
		Office Assistant I/II					X
		Sheriff's Dispatcher					X
		Sheriff's Evidence Technician					X
		Animal Control Officer					X
		Sheriff's Bailiff					X
		Jail Division					
		Jail Lieutenant	X				
		Custodial Sergeant					X
		Custodial Deputy					X
U.		**TRIAL COURTS (Courts File Directly to the State)**					
		Superior Court Judge		87200	Filer		
		Superior Court Judge		87200	Filer		
		Family Law Commissioner		87200	Filer		
		Court Executive Officer	X				
		Court Executive Assistant					X
		Court Administrative Assistant					X
		Court System Analyst					X
		Administrative Court Clerk/Jury Commissioner					X
		Court Supervisor					X
		Court Reporter					X
		Court Clerks III/II/I					X
V.		**TREASURER, TAX COLLECTOR & COUNTY CLERK**					
		Treas. Tax Collector & County Clerk		87200 Filer		expanded	
		Assistant Treasurer, Tax Collector & County Clerk	X				
		Chief Deputy Treasurer/Tax Collector	X				
		Deputy Treasurer	X				X
		Accounting Technician III/II/I					X
		Account Clerk I/II					X
		Elections Clerk I/II					X
AA.		**ASSESSMENT APPEALS BOARD**					
		Board Members (5 Members)	X				
BB.		**JOHN C. FREMONT HEALTHCARE DISTRICT**					
		Chief Executive Officer	X				
		Chief Financial Officer	X				
		Chief Information Officer	X				
		Chief Nursing Officer	X				

Attachment: Exhibit B (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE				DISCLOSURE CATEGORIES			
CLASSIFICATION		1	2	3	4	NONE
	Chief Human Resources Officer	X				
	Director (5 Directors)	X				
CC.	**LOCAL AGENCY FORMATION COMMITTEE**					
	Executive Director	X				
	Private Citizen Member (2 Members)	X				
	Board of Supervisors (4 Members)		87200 Filer		expanded	
	Citizen Alternate					X
DD.	**LOCAL CHILD CARE PLANNING COUNCIL**					
	Members (10)	X				
	Alternates (10)	X				
EE.	**MARIPOSA COUNTY GRAND JURY**					
	Grand Jury Member (11 Members)	X				
FF.	**MARIPOSA COUNTY PLANNING COMMISSION**					
	Commissioners (5 Members)		87200 Filer			
GG.	**MARIPOSA PUBLIC UTILITIES DISTRICT**					
	Board of Directors (5 Members)	X				
	General Manager	X				
HH.	**YOSEMITE ALPINE COMMUNITY SERVICES DISTRICT**					
	Board of Directors (5 Members)	X				
	General Counsel	X				
II.	**LAKE DON PEDRO COMMUNITY SERVICES**					
	Board of Directors (5 Members)	X				
	General Manager	X				
	Treasurer	X				
	Attorney	X				
	Secretary	X				
JJ.	**MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT**					
	Superintendent	X				
	Chief Business Officer	X				
	Director, Educational Services	X				
	Director, Special Education	X				
	Asst Superintendent	X				
	Principal & Teaching Principals (7 positions)		X			
	Board of Trustees/Education (5 Members)	X				
	Citizens' Bond Oversight Committee	X				
KK.	**MARIPOSA COUNTY FIRST 5 COMMISSION**					
	Executive Director	X				
	School Readiness Teacher/Director	X				
	Commissioner	X				
	County Counsel	X				
	Administrative Assistant	X				
	Fiscal Analyst	X				
LL.	**MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT**					
	Board of Directors (5)	X				
	Office Manager					X
	Associate Directors					X
	IRWMP Project Manager					X
	Farm Bill Assistant					X
	County Counsel	X				

Attachment: Exhibit B (RES-2021-686 : Conflict of Interest)

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES			
CLASSIFICATION	1	2	3	4	NONE

Attachment: Exhibit B (RES-2021-686 : Conflict of Interest)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2021-687

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Employee Service Recognition for 2021

RECOMMENDATION AND JUSTIFICATION:
Recognize Mariposa County employees for their years of service.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
As part of the Board-approved County-wide Employee Recognition Program, known as the BRAVO! Awards Program, staff is presenting the Board with a list of current County employees who have reached five-year longevity milestones in 2021. This list will also be placed on the County's website and in the local newspaper.

The County applauds these employees for their dedication to Mariposa County and to serving the public.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Take no action and miss the chance to commend employees.

ATTACHMENTS:
Employee Recognition 2021 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12424

2021 Employee Longevity List

30 Years	Department
Keith Williams	Treasurer, Tax Collector, County Clerk

25 Years

Joseph Brantley	Sheriff
Tammie Guenthart	Assessor-Recorder
Sean Land	Sheriff

20 Years

Jeremy Briese	Sheriff
Monique Hall	Probation
Ryan Oliphant	Probation
Justin Sponhaltz	Sheriff

15 years

Wendi Allen	Health and Human Services
William Atkinson	Sheriff
Christopher Boehm	Sheriff
Ashley Costa	Sheriff
Jai Crawford	Public Works
Bobby Daniel	Public Works
Todd Davidson	Health and Human Services
April Hawley	Health and Human Services
Karen Herman	Treasurer, Tax Collector, County Clerk
Michael King	Sheriff
Michael Mari	Public Works
Ben Mitchell	Public Works
Darryl Nielsen	Public Works
Michael Pardi	Public Works
Randall Ridenhour	Health and Human Services
Anthony Rios	Administration
Wendy Sternberg	Health and Human Services
Justin Sturm	Sheriff
Carol Suggs	Planning
Maria Swiecki	Health and Human Services
Joseph Williams	Sheriff
Rachelle Ziegenfuss	Health and Human Services

10 years

Samuel Bisso	Public Works
Demetrice Crump	Public Works
Saundra Gonzales	Treasurer, Tax Collector, County Clerk

Attachment: Employee Recognition 2021 (RES-2021-687 : Employee Service Recognition for 2021)

Vanessa Holt	Health and Human Services
Rene LaRoche	Clerk of the Board
Ann Martel	Health and Human Services
Richard Mills	Public Works
Kristie Mitchell	Sheriff
Evangelina Ramos	Assessor-Recorder

5 years

Jason Allen	Health and Human Services
Katherine Coggin	Health and Human Services
Anna Bergin	Health and Human Services
Brock Boswell	Public Works
Gary Brown	Public Works
Michael Canter	Sheriff
Alyssa Carroll	Sheriff
Catherine Chase	District Attorney
Michael Cornwell	Health and Human Services
Troy Crocker	Public Works
Jeff Dilbeck	Health and Human Services
Patricia Feight	Health and Human Services
Jose Garcia	Sheriff
Rachel Gren	Health and Human Services
Kirstyn Hanner	Health and Human Services
Sarah Hughes	Assessor-Recorder
Baljit Hundal	Health and Human Services
Kyle Jenkins	Health and Human Services
Dallin Kimble	Administration
Jeff Kreis	Administration
Jason Lewis	Public Works
Jennifer Lobaugh	Sheriff
Scott McCombs	Public Works
Susette Micallef	Health and Human Services
Jeannie Morvay-Clayton	Public Works
Benjamin Ogren	Planning
Amy Olson	Health and Human Services
Kaitlin Pasma	Health and Human Services
Andrea Powell	Health and Human Services
Arthur Reyes	Public Works
Eric Sergienko	Health and Human Services
Rebecca Smock	Auditor
Britany Sturm	Health and Human Services
Anareyna Torres	Health and Human Services
Peggy Walker	Health and Human Services
Jonathan White	Planning
Mark Woods	Public Works

Attachment: Employee Recognition 2021 (RES-2021-687 : Employee Service Recognition for 2021)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Adopt the Pavement Management Program Update 2021 Final Report

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TITLE OF PRESENTATION:
Adopt the Pavement Management Program Update 2021 Final Report.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October , 2021 the Commission Receive Presentation by Nichols Consulting Engineers (NCE) of the 2021 Pavement Management Program Draft Update.

On February 23, 2021 the Commission authorized the Executive Director to sign the Professional Services Agreement with NCE to perform the Pavement Management Program Update LTC 2021-8.

The Public Works Department prioritizes road projects based on their pavement condition index (PCI), cost effectiveness of treatments, geographical locations, traffic volume, goods and services movement, and safety. A Pavement Management Program (PMP) is the only way to efficiently plan maintenance and rehabilitation activities on our roadways. The PMP allows the County to optimize the money invested in maintaining paved roads to provide the greatest return on investment. An effective PMP allows staff to strategize the most cost-effective ways to extend pavement life and prioritize street maintenance so as to minimize the effects of long-term deterioration.

This update collected new data as well as budgetary criteria for future maintenance projects. The State requires funds for local streets and roads infrastructure projects to be developed with a PMP.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not adopt Pavement Management Program Update 2021 Final Report the County will not be eligible to receive Federal and State Funds.

ATTACHMENTS:
Mariposa County_2021 PMP Final Report_V2 (PDF)

Local Transportation Commission 2021-32

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Tom Sweeney, District II Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Mariposa County Pavement Management Update
Final Report

NCE Project No. 572.07.55

November 2021

NCE
Richmond, CA
501 Canal Blvd., Suite I
Richmond, CA 94804

Mariposa County

4639 Ben Hur Rd
Mariposa, CA 95338

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Collaboration. Commitment. Confidence.℠

Final Report

Pavement Management Program Update 2021

Mariposa County

November 2021

Prepared for:

Mariposa County
4639 Ben Hur Rd
Mariposa, CA 95338

Prepared by:

Debaroti Ghosh, PhD
Project Engineer

Mei-Hui Lee, PhD, PE
Senior Engineer

NCE
501 Canal Blvd Suite I
Point Richmond, CA 94804
(510) 215-3620

NCE Project No. 572.07.55

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

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Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Executive Summary

In 2021, Mariposa County selected Nichols Consulting Engineers, Chtd. (NCE) to update the pavement management program (PMP) for the entire network. This report summarizes the results of the 2021 update for the County and its purpose is to help educate policy makers about the current condition of the pavement network and the impact of various funding scenarios on future network conditions.

The County's pavement network consists of 364 centerline miles of paved roads, which represents a substantial investment of approximately $292.2 million. In 2021 NCE collected pavement condition data throughout the network using the Metropolitan Transportation Commission (MTC). The survey data were entered into the StreetSaver® database, which the County uses as a PMP decision-support tool.

Overall, the County's pavement network is currently in "Fair" condition with an average pavement condition index (PCI) of 51. Approximately 25.7 percent of the network is in "Good" condition and 44.0 percent is in "Poor" or "Failed" condition.

The budget needs analysis indicated that the County needs to spend approximately $162.2 million over the next ten years to bring the road network to a condition that can be maintained with on-going preventive maintenance in the most cost-effective way. Three alternative budget scenarios were performed to illustrate the impacts of different funding levels. The following table lists each scenario with its corresponding ten-year budget, PCI and deferred maintenance at the end of the analysis period.

Scenario	Description	10-Year Budget ($M)	2031 PCI	2031 Deferred Maintenance ($M)
1	Existing Funding	$15.0	32	$213
2	Maintain PCI at 51	$68.1	51	$139
3	Improve PCI to 66	$109.9	66	$93

NCE recommends that the County pursue Scenario 2 as a minimum, which will maintain the existing network PCI at 51 throughout the next several years. This scenario will increase the portion of the network in "Good" condition and limit the deferred maintenance. This will require $68.1 million over the next ten years.

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

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Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

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Appendix B

Maintenance and Rehabilitation Decision Tree

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Sections Selected For Treatment – Scenario 1

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

1 Introduction and Background

In 2008 and 2014, NCE assisted Mariposa County in updating the StreetSaver® pavement management program (PMP) with pavement condition surveys, historical maintenance and rehabilitation (M&R) records, pavement strategies, and budgetary analysis. No update has been conducted on pavement condition surveys or maintenance and rehabilitation strategies since 2014. In 2021, Mariposa County selected Nichols Consulting Engineers, Chtd. (NCE) to update the pavement management program (PMP) for the entire network.

In general, PMPs are "designed to provide objective information and useful data for analysis so that managers can make more consistent, cost effective, and defensible decisions related to the preservation of a pavement network.[1]"

This report answers the following questions for Mariposa County:

- What does the County's pavement network include?
- What is the current condition of the pavement network?
- What are the County's current M&R strategies?
- How much funding is required to perform all needed M&R treatments over the next 10 years?
- What effect will the County's existing funding have on the network condition and deferred maintenance?
- What effect will other funding levels have on the network condition and deferred maintenance?

To update the County's PMP, NCE performed walking and semi-automated condition surveys using the Metropolitan Transportation Commission's (MTC) survey procedures [2]. Walking surveys were performed by one or two-person crews to record all pavement distresses on all local roads and any pavement sections with a PCI less than 25. Semi-automated condition surveys were performed using a customized vehicle equipped with a computer and a laser bar shown in Figure 1 on all major and minor collectors with PCI greater than 25. This allowed condition data, including distress type, extent, and severity, to be collected quickly and safely. Surveys did not include non-pavement issues such as traffic, safety and road hazards, geometric issues, shoulders, sidewalks, curb and gutters, drainage issues, or immediate maintenance needs.

[1] AASHTO "Guidelines for Pavement Management Systems". American Association of State Highway and Transportation Officials, Washington, DC, July 1990.

[2] PCI Distress Identification Manuals (AC 4th Edition, PCC 3rd Edition), Metropolitan Transportation Commission, San Francisco, CA March 2016.

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Figure 1. Pavement Condition Survey Vehicle

All survey data were then entered into the County's StreetSaver® database and pavement condition index (PCI) calculations were performed. NCE then reviewed and updated the maintenance and rehabilitation (M&R) strategies and treatments. NCE also updated the treatment unit costs based on recent bid tabs from the County.

A budget needs analysis was performed for a ten-year analysis period with an annual inflation rate of 3 percent. This analysis identified M&R recommendations for each pavement section and determined the total M&R budget needs for the analysis period. Finally, three budget scenarios were analyzed for the road network.

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

2 Network Summary

The County is responsible for maintaining approximately 364.1 centerline miles of paved roads (or 486 pavement sections). The network is composed primarily of asphalt concrete (AC) pavement with 32 surface treated sections (surface seal over native soil). Table 1 summarizes the road network by functional classification. Five (5) gravel roads are also listed in the database but are not included in the budgetary analysis.

Table 1. Network Summary Statistics

Functional Class	Number of Sections	Centerline Miles	Lane Miles	Network Area (%)
Major Collector	48	96.30	192.50	28.6%
Minor Collector	78	103.00	208.80	30.0%
Local	360	164.80	320.60	41.4%
Totals	**486**	**364.1**	**721.9**	**100.0**
Gravel	5	0.8	1.6	-

The road network replacement cost is estimated to be approximately $292.2 million. This can be viewed as the value of the pavement network and is the amount needed to fund reconstruction of the entire paved network. It does not include related infrastructure assets such as sidewalks, signals, markings, signs, or storm drains.

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

3 Pavement Condition

Pavement condition is typically quantified using the pavement condition index (PCI), which ranges from 100 (best) to 0 (worst). A newly constructed road has a PCI of 100, while a failed road has a PCI of 25 or less. Pavement condition is affected by the environment, traffic loads and volumes, construction materials, and age.

The PCI scale is divided into four general condition categories. Pavements in "Good" condition have a PCI above 70, pavements in "Fair" condition have a PCI between 50 and 69, pavements in "Poor" condition have a PCI between 25 and 49, and finally pavements in "Failed" condition have a PCI below 25.

3.1 COUNTY'S PAVEMENT CONDITION INDEX

The current average PCI for the County's pavement network is 51. This value is an area-weighted calculation performed in StreetSaver® and is based on the condition survey performed in 2021. Figure 2 illustrates the County's historical network PCI since 2008 which shows that the County has been able to maintain a relatively stable network PCI in low-50s for last 13 years.

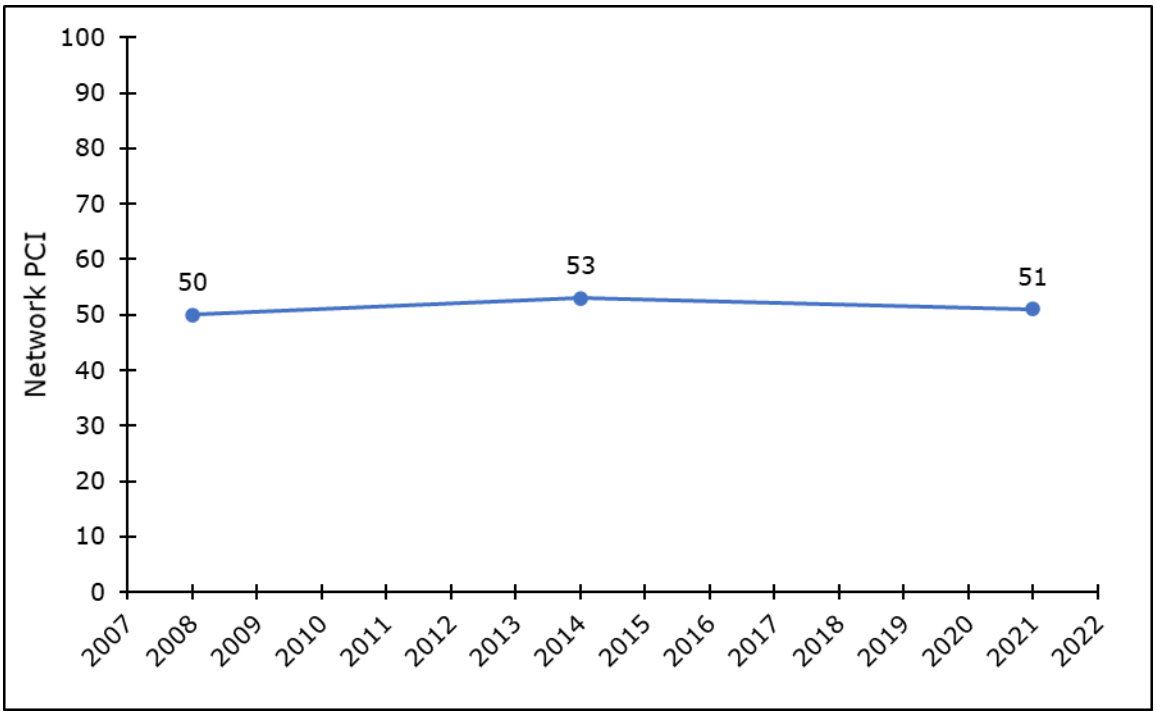

Figure 2. Historical Network PCI since 2008

Figure 3 shows photos of County roads with varying PCIs.

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

PCI= 96

PCI= 60

PCI =38

PCI <25

Figure 3. Examples of Roads with Different PCIs

A list of all pavement sections in the network along with their attributes, including the PCI at the time of last inspection, is provided in Appendix A. For convenience, two versions are provided – one sorted alphabetically by road name and the other sorted by descending PCI.

3.2 COUNTY'S NETWORK CONDITION BREAKDOWN

Figure 4 breaks down the current network PCI by functional classification. As shown, the major collectors have the highest condition with a PCI of 68 while the local roads have the lowest condition with a PCI of 35. The area-weighted average PCI for collectors including both major and minor is 62 which represents the "Fair" condition category, while the average PCI for the local roads is in the "Poor" condition category.

Table 2 summarizes the pavement network by condition category and functional classification. Approximately 25.7 percent of the roads are in "Good" condition, with

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

approximately 30.3 percent in "Fair" condition. The remaining 44.0 percent are in "Poor" or "Failed" condition.

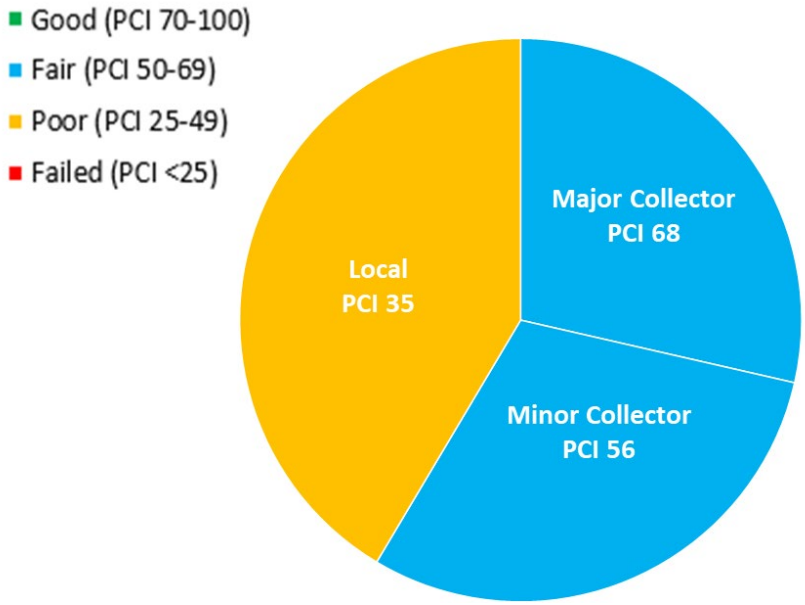

Figure 4. Network Condition Breakdown by Functional Classification

Table 2. Pavement Condition Breakdown by Functional Class

Condition Category	PCI Range	Collector (%)	Local (%)	Entire Network (%)
Good	70-100	21.8	3.9	25.7
Fair	50-69	20.8	9.5	30.3
Poor	25-49	12.2	10.1	22.3
Failed	<25	3.8	17.9	21.7
Total	**-**	**58.6**	**41.4**	**100.0**

3.3 PCI COMPARISON WITH NEIGHBORING COUNTIES

As a comparison, Figure 5 shows the County's network PCI compared to neighboring counties as well as the statewide average PCI. This comparison data was presented as part of the Statewide Needs Assessment[3]. As illustrated, the County's network PCI is in the mid-range of its neighbors but still 15 points below the statewide average.

[3] California Statewide Local Streets and Roads Needs Assessment, Nichols Consulting Engineers Chtd., August 2021.

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

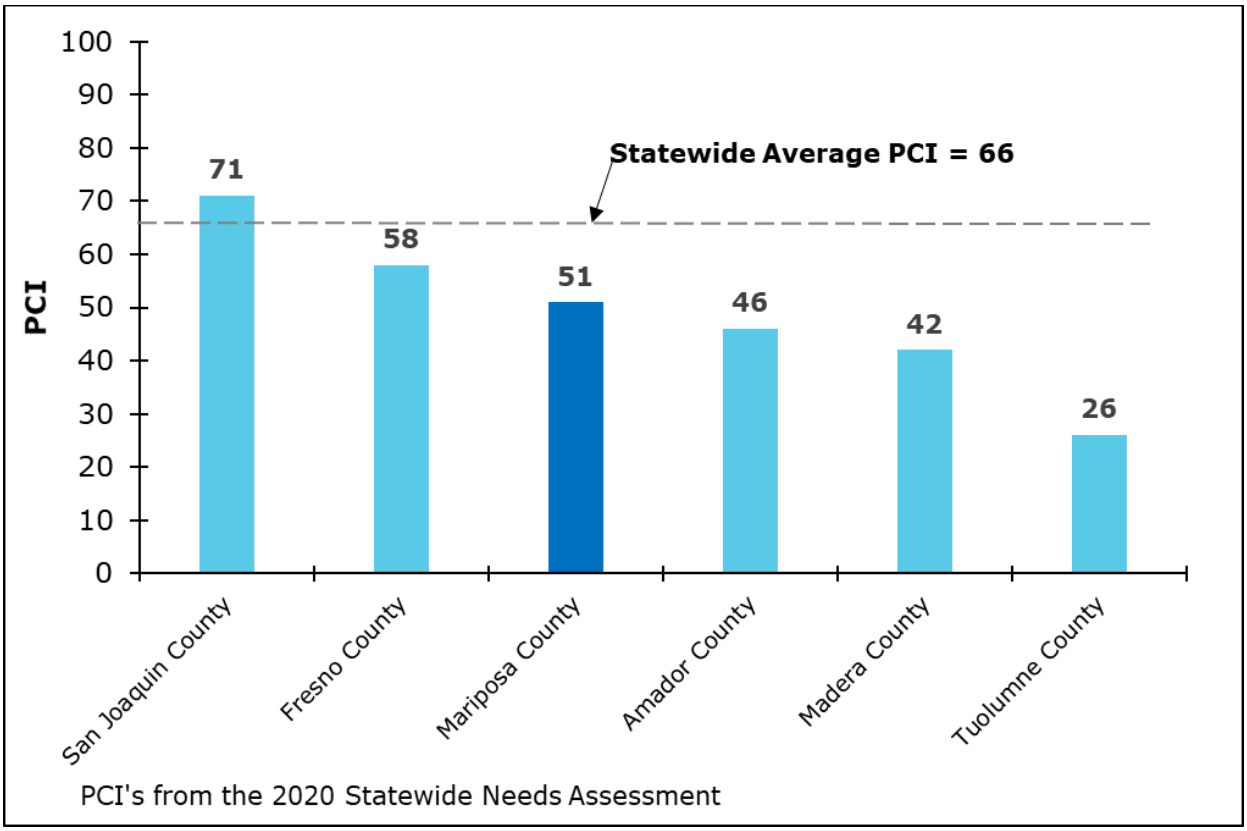

Figure 5. Comparison of Network PCI to Statewide Average

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

4 Maintenance and Rehabilitation Strategies

Historically, the County has frequently used crack seals, chip seals and HMA overlays as maintenance and rehabilitation strategies. In general chip seals will be applied to pavements in "Good" condition; a rubberized cape/chip seal or a hot mix asphalt (HMA) overlay will be performed on pavements in "Fair" condition; mill with thick or thin HMA overlays will be performed on pavements in "Poor" condition; and surface reconstruction (2.5 to 4 inches remove and replace with HMA overlay) will be performed when pavements are in "Failed" condition. These M&R strategies were formalized into a decision tree[4] (presented in Appendix B), which is instrumental in performing the budget needs analysis and budget scenarios.

Experience and research have shown that it costs much less to maintain pavement in good condition than to repair pavements that have already failed. As shown in Figure 6, by allowing pavements to deteriorate, roads that once cost $6.75/square yard (SY) to seal may soon cost $48.75/SY to overlay, or $62.25/SY to reconstruct. In other words, delaying repairs can significantly increase M&R costs. Note that chip seals can be placed on approximately 9 times as many lane miles as those requiring surface reconstruction.

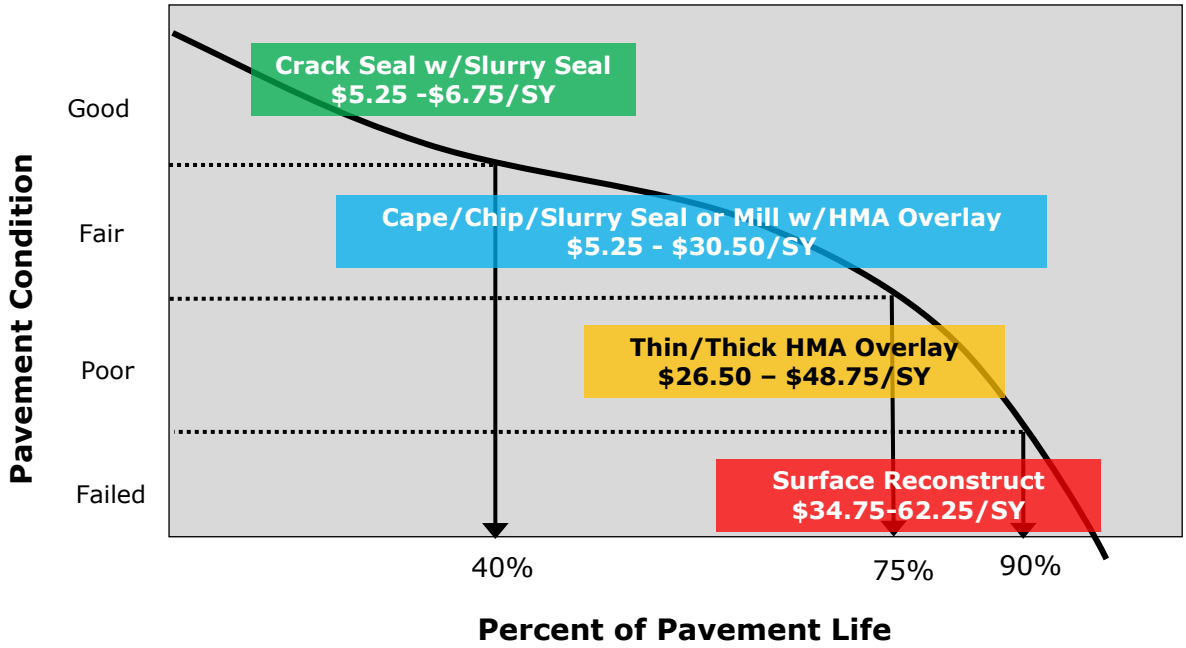

Figure 6. Costs of Maintaining Pavements Over Time

[4] Note: The StreetSaver® "Maintenance and Rehabilitation Decision Tree" divides the "Fair" condition category to separate pavements with primarily non-load-related distresses (e.g., longitudinal cracking) from those with load-related distresses (e.g., fatigue cracking).

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5 Budget Analyses

Based on the principle that it costs less to maintain streets in good condition than it does to repair those that have failed, cost-effective PMPs employ strategies that eliminate the deferred maintenance[5] and then maintain the network with on-going preventive maintenance. Such strategies bring the network condition to an optimal PCI that can be maintained over time.

The first step in developing such a cost-effective strategy is to determine the total maintenance budget needs of the network. The next step is to conduct alternative budget scenario analyses. In consultation with the County, three funding scenarios were selected for analysis and performed using StreetSaver®:

- **Scenario 1: Existing Budget** – This scenario assumes the County will spend approximately $1.5 million per year on pavement M&R for the next ten years.
- **Scenario 2: Maintain PCI at 51** – This scenario aims to maintain the existing network PCI of 51 over the next 10 years.
- **Scenario 3: Improve PCI to 66** – This scenario aims to improve the network PCI to statewide average PCI of 66.

The budget needs analysis and budget scenarios are presented in the following sections. The detailed results of the budget needs analysis are provided in Appendix C. The detailed results of the budget scenarios are provided in Appendix D. Additionally, maps illustrating the current pavement condition and the projected 2031 pavement condition for each scenario are provided in Appendix E. Note that the GIS maps are not fully linked in the County's database for all the sections. Consequently, 45 sections are not shown in the map due to linkage issue. The section link status report is provided in Appendix F.

[5] Deferred maintenance is M&R not performed due to insufficient funding.

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5.1 BUDGET NEEDS ANALYSIS

The total budget needs for the network represents the cost associated with performing M&R treatments at the optimal time – optimal meaning the PCI is maximized and the cost is minimized – over the analysis period. This was done by performing a budget needs analysis in StreetSaver® with an inflation rate of 3 percent for an analysis period of ten years.

The results of the budget needs analysis are presented in Table 3. The total budget needs for the County for the next ten years is estimated to be $162.2 million. Of the total budget needs, approximately $35.3 million (21.8 percent) is devoted to preventive maintenance, while the rest is allocated for more costly rehabilitation and reconstruction treatments.

Table 3. Summary Results for Budget Needs Analysis

Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
Budget Needs ($M)	112.7	4.0	3.9	1.8	1.3	1.2	1.7	18.1	1.0	16.5	162.2
Rehabilitation ($M)	109.6	3.8	3.9	0.3	0.1	0.9	1.5	2.5	0.3	4.0	126.9
Preventive Maintenance ($M)	3.1	0.2	0.0	1.5	1.2	0.3	0.2	15.6	0.7	12.5	35.3
Treated PCI	94	90	88	87	85	84	82	84	83	85	NA
Untreated PCI	50	47	44	42	39	36	33	31	28	26	NA

If the County follows this ideal, cost-effective strategy, the average network PCI will immediately increase as a large amount of deferred maintenance is addressed in the first year, and then stabilize in the low to mid 80s. This type of budget, that addresses the current deferred maintenance in the first year, is known as front-loaded. Alternatively, if no maintenance is performed over the next ten years, the PCI will drop to 26. The detailed results of the budget needs analysis are provided in Appendix C.

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5.2 SCENARIO 1: EXISTING FUNDING ($15.0 M/10 YEARS)

This scenario assumes the County will have $1.5 million to dedicate to pavement M&R each year for the next ten years. As shown in Table 4 and Figure 7, the network PCI will decrease to 32 by the end of the analysis period. Additionally, by 2031, approximately half (49.5 percent) of the network will be in "Failed" condition with 21.7 percent in "Good" condition. The deferred maintenance will increase to $213 million by 2031. A list of sections selected for treatment are provided in Appendix G.

Table 4. Summary Results for Scenario 1

Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
Budget ($M)	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	15.0
Deferred Maintenance ($M)	111	120	134	147	155	171	184	192	203	213	NA
Treated PCI	51	49	46	44	42	40	38	35	34	32	NA

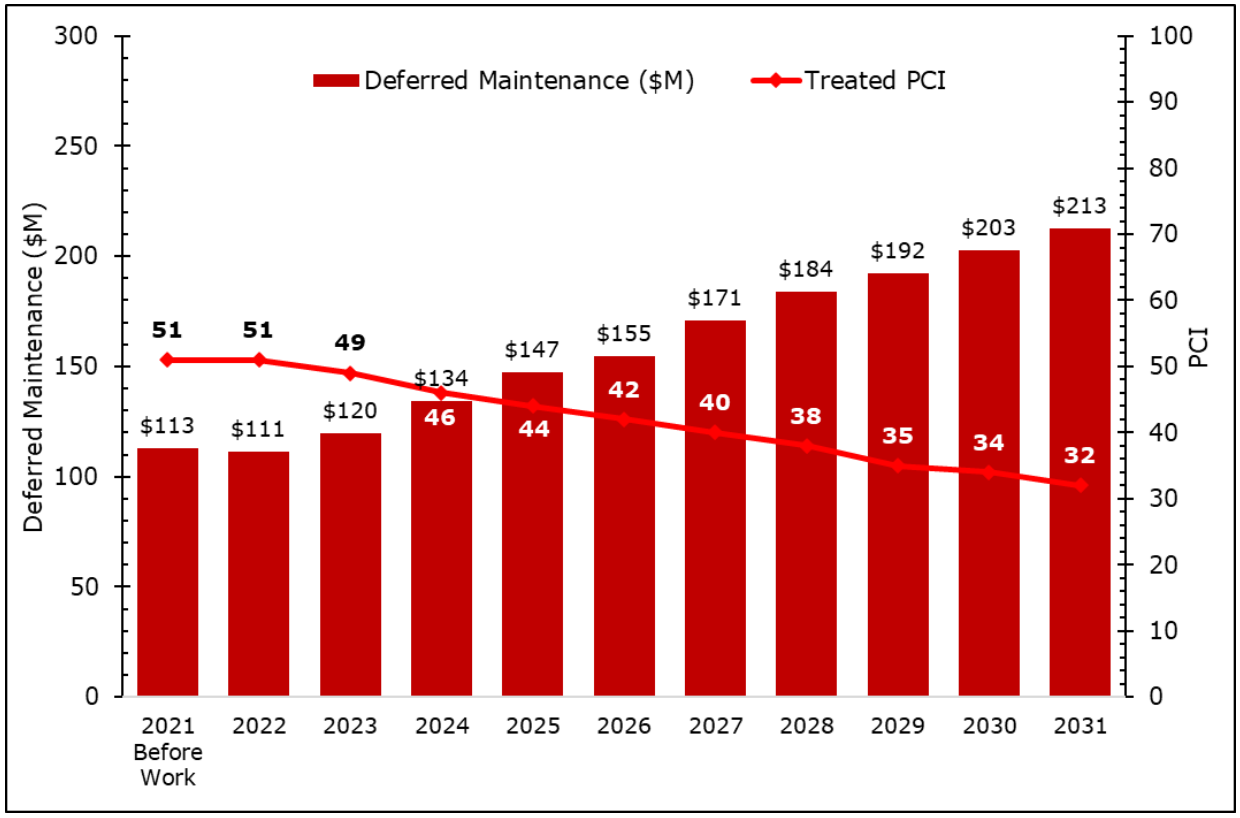

Figure 7. PCI vs Deferred Maintenance for Scenario 1

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5.3 SCENARIO 2: MAINTAIN PCI ($68.1 M/10 YEARS)

This scenario aims to maintain the network PCI at 51. As shown in Table 5 and Figure 8, the financial commitment required to accomplish this goal is $68.1 million over ten years. This will result in 56.5 percent of the network being "Good" condition with 36.9 percent, in "Failed" condition. The deferred maintenance will be $139 million by the end of analysis period.

Table 5. Summary Results for Scenario 2

Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
Budget ($M)	2.4	8.5	10.0	10.0	7.5	8.0	6.5	5.0	5.0	5.2	68.1
Deferred Maintenance ($M)	110	112	118	118	118	124	127	130	134	139	NA
Treated PCI	51	51	51	51	51	51	51	51	51	51	NA

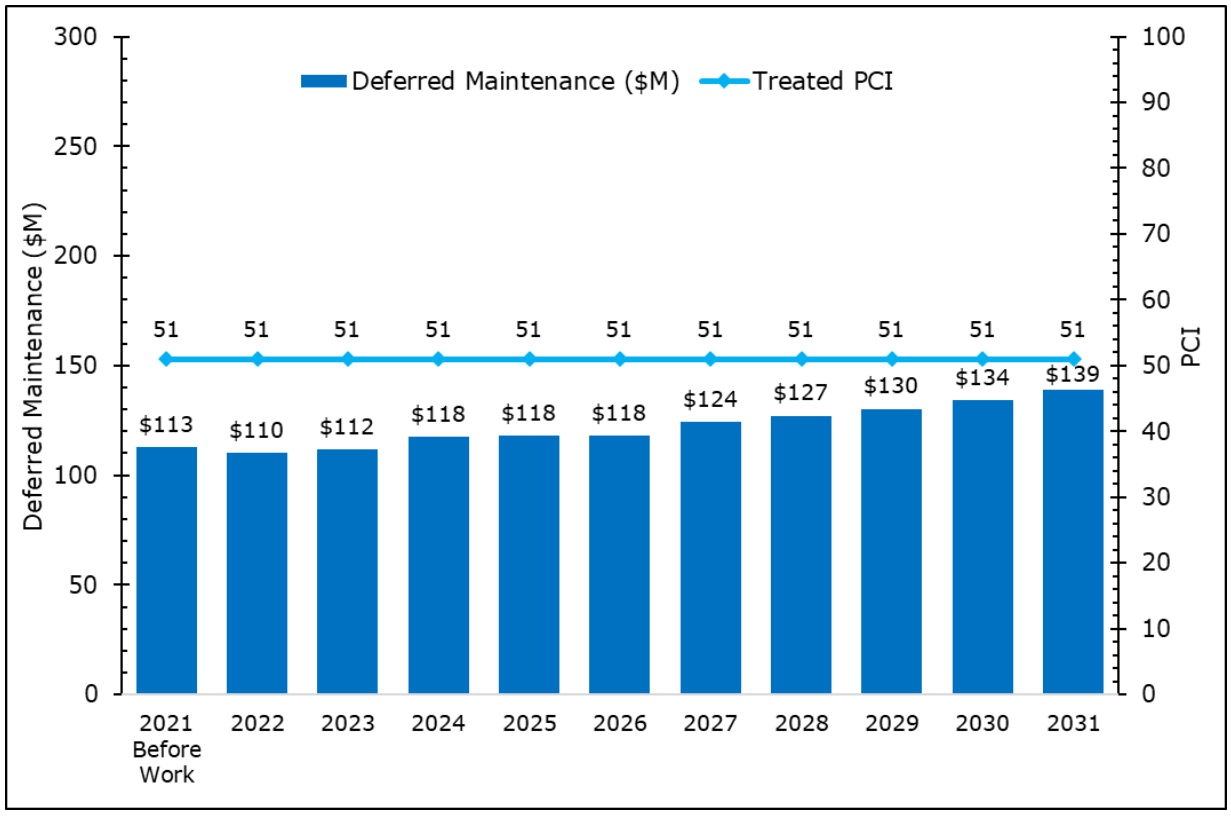

Figure 8. PCI vs Deferred Maintenance for Scenario 2

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5.4 SCENARIO 3: IMPROVE PCI TO 66 ($109.9 M/10 YEARS)

This scenario aims to improve the network PCI to the statewide average PCI of 66. As shown in Table 6 and Figure 9, the financial commitment required to accomplish this goal is $109.9 million over ten years which is approximately seven times higher than the County's existing budget (Scenario 1). This will result in more than three quarters (76.2 percent) of the network in "Good" condition with 20.6 percent in "Failed" condition. The deferred maintenance will be decrease to $93 million by the end of analysis period.

Table 6. Summary Results for Scenario 3

Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
Budget ($M)	5.0	14.0	13.0	11.0	11.0	11.0	10.5	11.0	9.0	14.5	109.9
Deferred Maintenance ($M)	108	104	106	105	101	103	101	98	98	93	NA
Treated PCI	52	54	55	57	59	60	62	64	65	66	NA

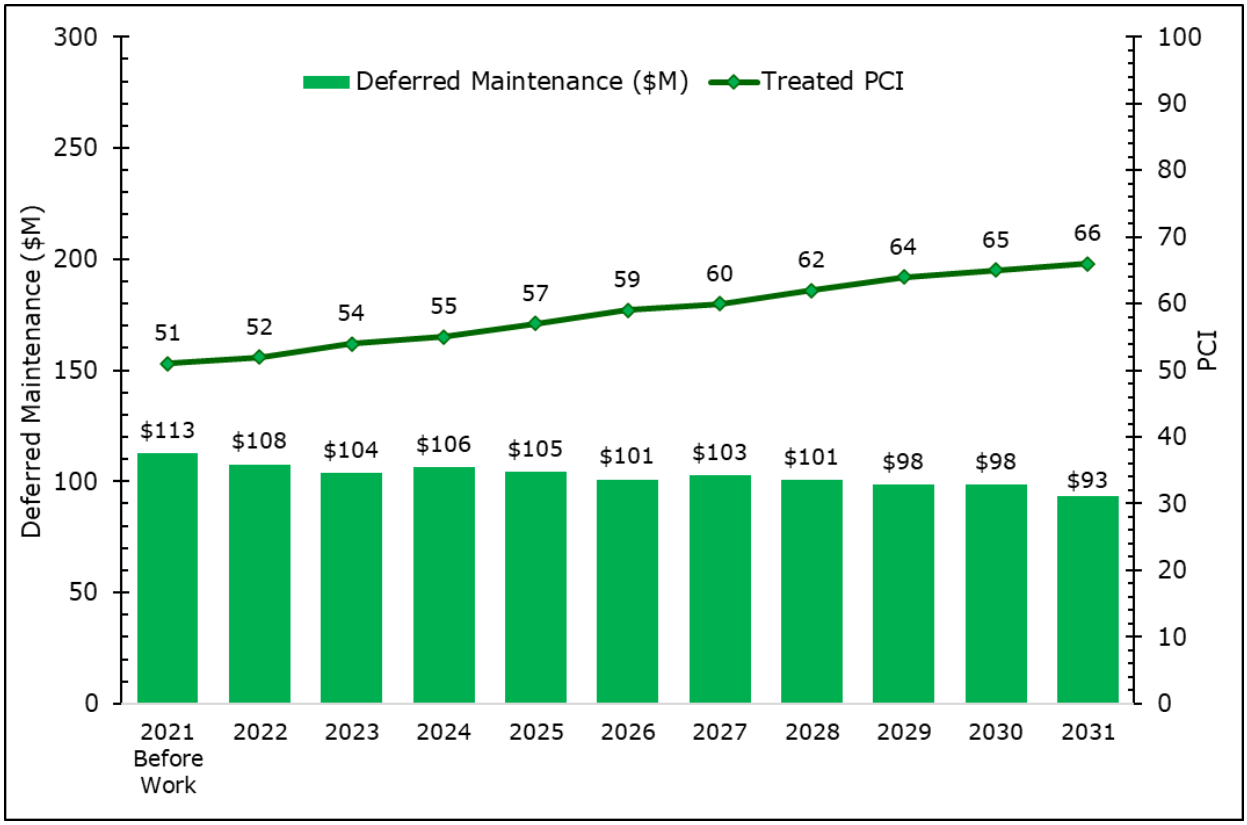

Figure 9. PCI vs Deferred Maintenance for Scenario 3

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5.5 SCENARIO COMPARISONS

Figure 10 graphically compares the annual changes in PCI for each of the scenarios. As previously noted, the PCI will decrease to 32 in Scenario 1, be maintained at 51 in Scenario 2, and increase to 66 in Scenario 3 by the end of analysis period.

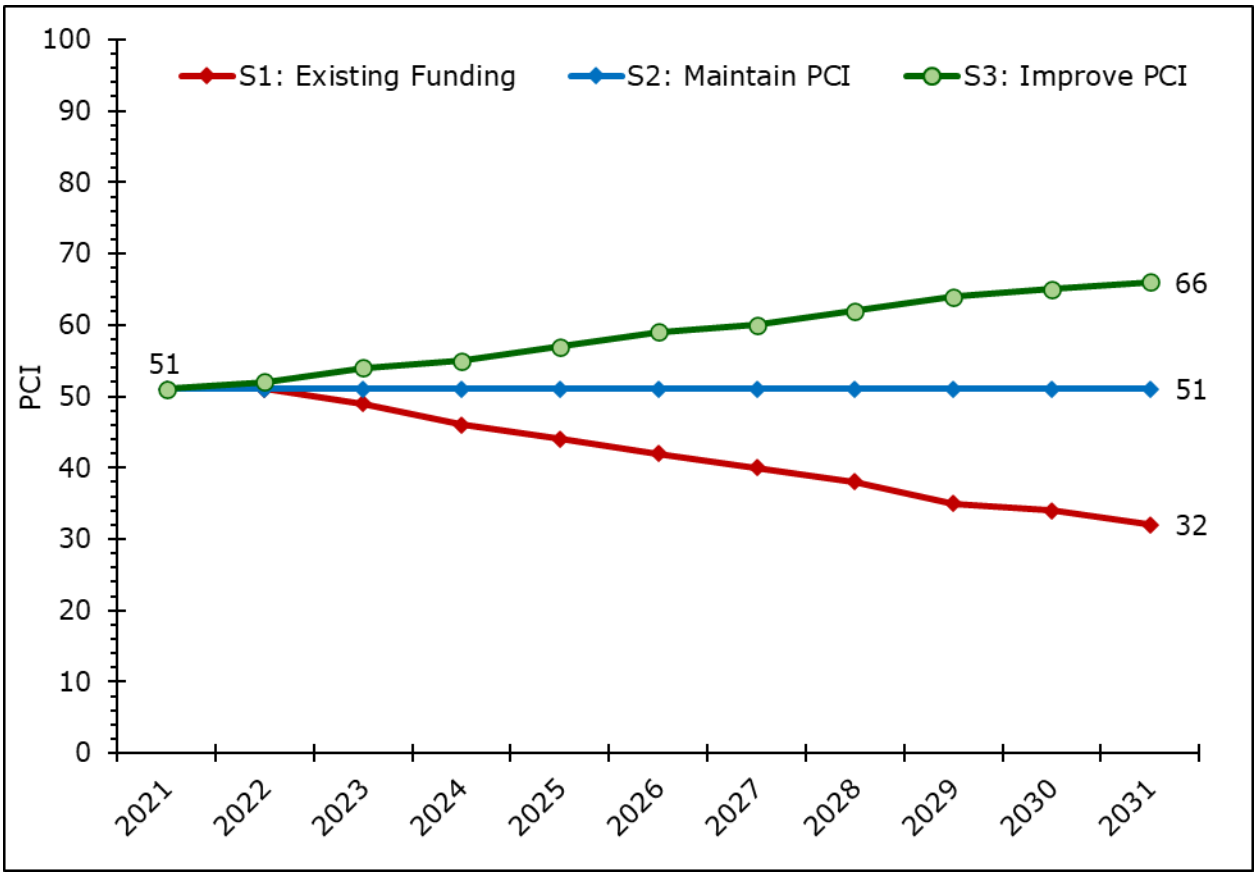

Figure 10. Comparison of Annual PCI by Scenario

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Figure 11 illustrates the changes in deferred maintenance over time for each scenario. For Scenario 1, the deferred maintenance will be nearly double by the end of analysis period. In Scenario 2 it will be $139 million in 2031. In Scenario 3 it will drop down to $93 million in 2031.

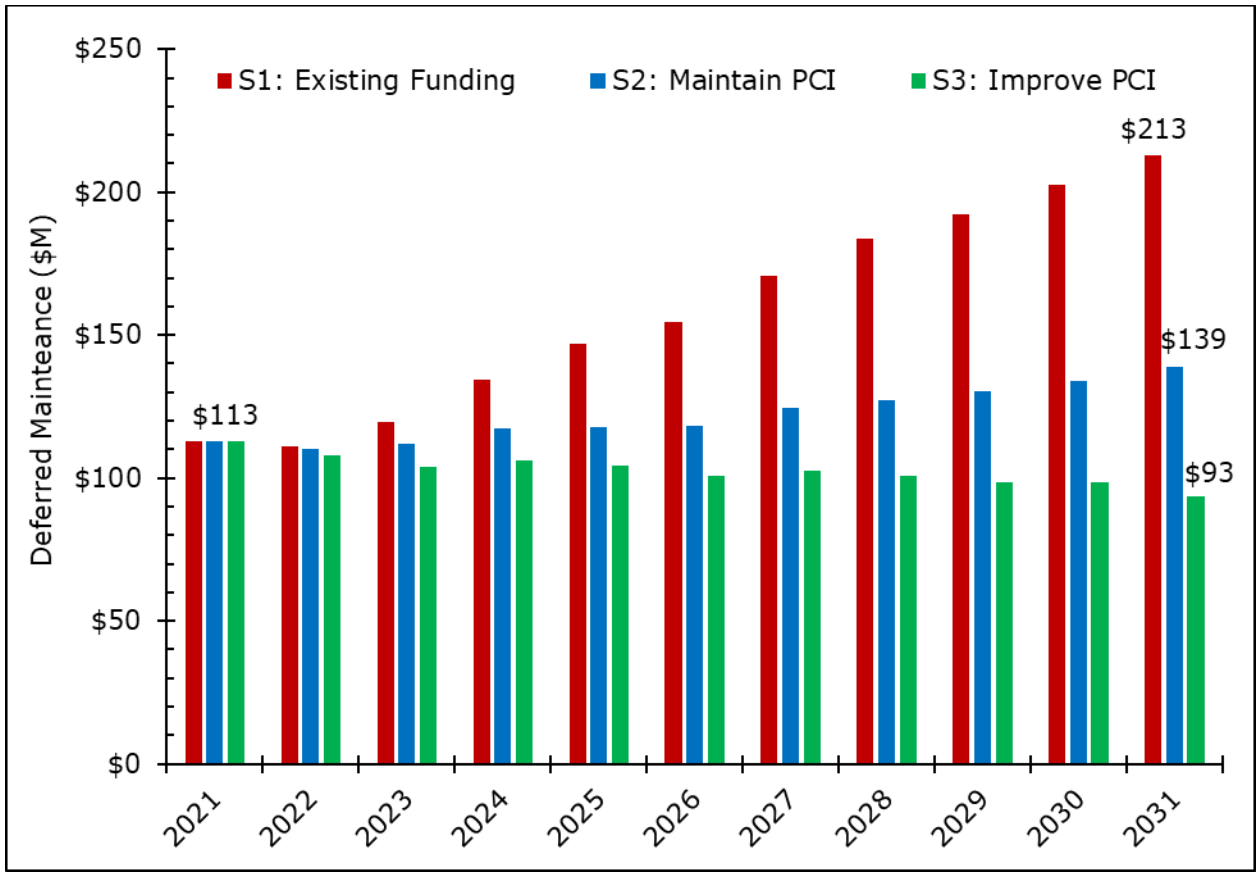

Figure 11. Comparison of Annual Deferred Maintenance by Scenario

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Figure 12 illustrates the percent change in pavement condition for each scenario. As noted earlier, currently, 25.7 percent of the network is in "Good" condition, with 44.0 percent in "Poor" or "Failed" condition. For Scenario 1 the portion of the network in "Good" condition will decrease and the portion in "Failed" condition will increase to nearly half of the network due to insufficient funding. For Scenario 2, more than half of the network (56.5 percent) will be in "Good" condition with 36.9 percent being in "Failed" condition. In Scenario 3, more than three quarters of the network will be in "Good" condition with 20.6 percent being in "Failed" condition.

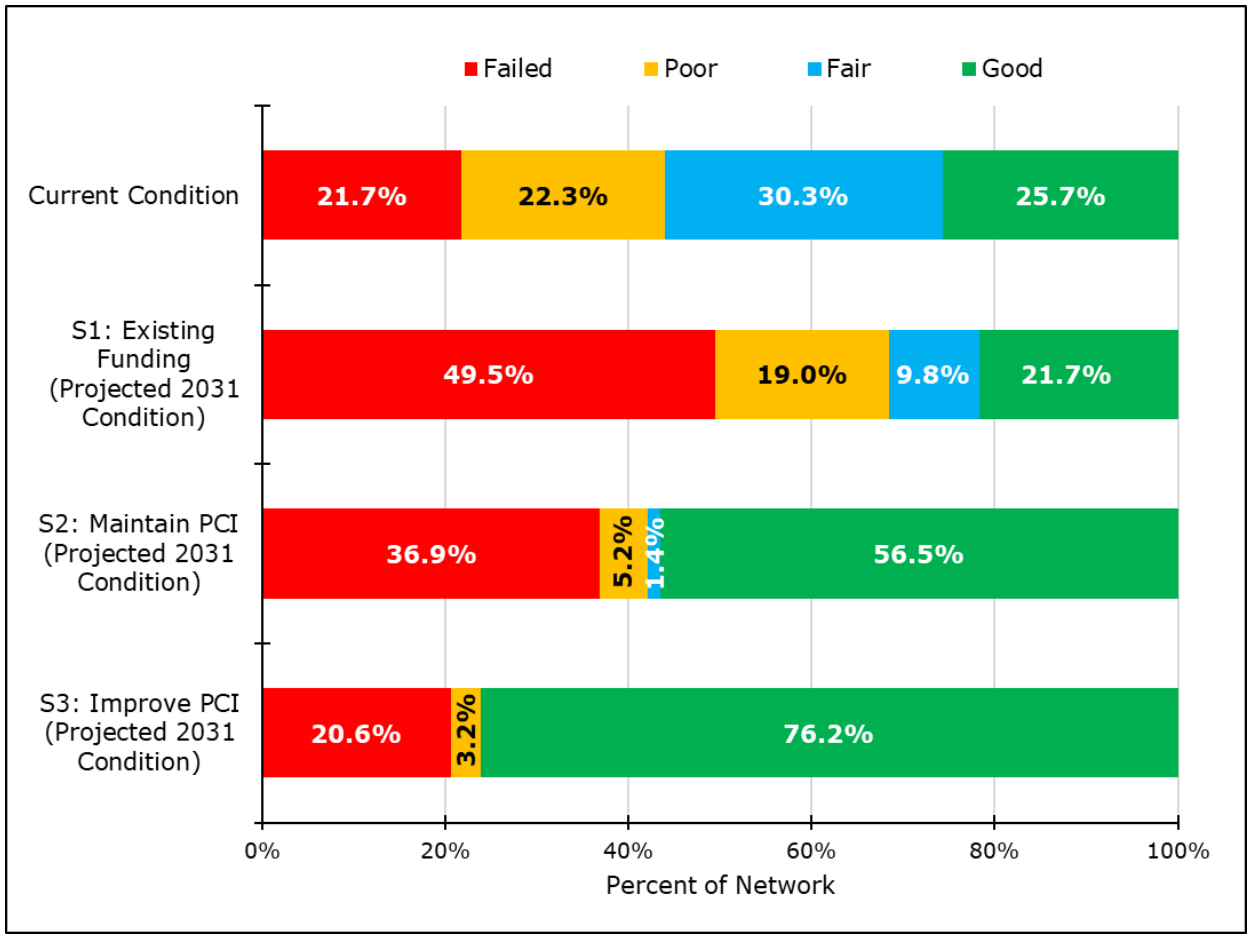

Figure 12. Comparison of Pavement Condition Breakdown by Scenario

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6 Conclusion and Recommendations

In summary, Mariposa County has a substantial investment of $292.2 million in the pavement network. Overall, the County's roads are in "Fair" condition bordering on "Poor" condition with a 2021 PCI of 51. Approximately 25.7 percent of the road network is in "Good" condition and 21.7 percent is in "Failed" condition.

The analyses indicate that the County needs to spend approximately $162.2 million on maintenance and rehabilitation over the next ten years to optimally repair all pavement sections, thus bringing the network into a condition that can be maintained with on-going preventive maintenance. In the long run, this strategy will save the County money by preventing future pavement deterioration to levels requiring rehabilitation or reconstruction.

Based on the data collected and the scenarios analyzed and presented in this report, NCE offers the following recommendations.

1. **Funding** - The primary goal of PMPs should be to offer users a safe and functional pavement network without unduly increasing the maintenance burden in the future. With that in mind, the recommended scenario for the County is Scenario 2, which requires $68.1 million over the next ten years to maintain the pavement network at current level. This is approximately 4.5 times of the County's existing budget for ten years. This budget allocation will maintain the overall network PCI at 51, increase the portion of the network in "Good" condition, and limit the increase in deferred maintenance.

   To address the gap between the County's existing funding and the recommended scenario, NCE recommends the County pursue additional funding sources. Potential sources include:

<u>Federal Funding Sources</u>

- Regional Surface Transportation Program (RSTP)
- Surface Transportation Program (STP)
- Congestion Mitigation and Air Quality Improvement Program (CMAQ)
- Community Development Block Grants (CDBG)
- Highway Safety Improvement Program (HSIP)
- Federal Emergency Management Agency (FEMA)

<u>State Funding Sources</u>

- Active Transportation Program (ATP), which now includes the Bicycle Transportation Account (BTA) and Safe Routes to Schools (SR2S)
- State Transportation Improvement Program (STIP)
- AB 2766 (vehicle surcharge)
- Vehicle License Fees (VLF)

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- CalRecycle grants
- State Water Resource Control Board
- Transportation Development Act (TDA)
- Traffic Safety Fund
- Transportation Uniform Mitigation Fee (TUMF)

Local/Regional Funding Sources

- Sales tax measure
- Development impact fees
- General funds
- Various assessment districts (lighting, maintenance, flood control, community facilities)
- Traffic impact fees
- Utilities (e.g., stormwater, water, wastewater enterprise funds)
- Parcel/property taxes
- Vehicle registration fees
- Vehicle code fines

2. **Pavement Management Strategies –** Since more than a quarter of County's roads are currently in "Good" condition, it is important to maintain that condition to the extent possible. Preservation occurs when roads with PCIs higher than 70 receive treatments such as surface seals (slurry, chip, microsurfacing, etc.). Seals are relatively inexpensive treatments that prevent moisture ingress and thus preserve the integrity of the underlying base material. NCE recommends that the County balance preventive maintenance with rehabilitation and reconstruction projects to preserve pavements in "Good" or "Fair" condition, improve pavements in "Poor" condition, and avoid increasing the deferred maintenance.
3. **Reinspection Strategies –** In order to make appropriate management decisions based on current data, NCE recommends that the County perform condition inspections on arterials and collectors every 2 years and on residentials at least every 4 to 5 years. Additionally, since StreetSaver® and other prediction models do not yet take into account the effect of specialized materials such as asphalt-binders with rubber or polymers, the actual performance of county pavements may not be fully modeled in the analysis. For this additional reason, NCE recommends regular pavement condition surveys to ensure model accuracy and relevance.
4. **M&R Decision Tree –** NCE recommends that the County annually review and update the M&R treatment strategies and associated unit costs to reflect current construction techniques and changing costs. This will ensure that the results for the budget analyses are reliable and as accurate as possible.

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Appendix A

Section Description Inventory

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Section Description Inventory Report

This report lists a variety of section description information for each of the County's pavement sections. It lists the road and section identifiers, limits, functional class, surface type, number of lanes, length, width, area, Inspected PCI, and PCI date.

All of the County's pavement sections are included in the report. Two versions of the report are provided. The first is sorted alphabetically by Road Name and Section ID and the second report is sorted by descending PCI. The field descriptions in this report are listed below:

COLUMN	DESCRIPTION
Street ID	Street Identification - A code up to ten characters/digits to identify the street. Generally, the street name is truncated to six characters. The Street ID should be unique for each street.
Section ID	Section Identification - A code up to ten characters/digits to identify the section number. The Section ID must be unique for each section of one street.
Road Name	Road Name - The name of the road as indicated by signs in the field.
Begin Location	Beginning limit of the section.
End Location	Ending limit of the section.
No. of Lanes	Number of travel lanes.
Functional Class (FC)	Rural Major Collector; Rural Minor Collector; Rural Local
Length (ft)	Length of the section in feet.
Width (ft)	Average width of the section in feet.
Area (sf)	Area of section in square feet.
Surface Type (ST)	Surface Type: AC (Asphalt Concrete), ST (Surface Treated)
PCI Date	The last inspection date or rehabilitation date.
PCI	Average PCI for the section. The value is based on the last inspection.

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Section Description Inventory – Sorted by Road Name

Mariposa County- 2021 PMP Update
Section Description Inventory-Sorted by Road Name

Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
BRVLYT	010	71A	HWY 49	FORK	10	0	2	Rural Local	112	16	1,792	AC	3/30/2021	95
ADELFA	010	ADELFA STREET	HERNANDEZ DRIVE	1319 FT EAST OF HERNANDEZ DR	10	10.25	2	Rural Local	1,319	23	30,337	AC	3/27/2021	36
ADLEFA	020	ADELFA STREET	1319 FT EAST OF HERNANDEZ DR	ALAMO DRIVE	10.25	10.44	2	Rural Local	999	23	22,977	AC	3/27/2021	35
AGUAFR	010	AGUA FRIA ROAD	HWY 140	HWY 49	10	0	2	Rural Local	12,197	14	170,758	AC	3/25/2021	11
AHWNRD	010	AHWANHEE ROAD	MEADOW LANE	GLACIER POINT	10	10.45	2	Rural Local	2,366	20	47,320	AC	3/26/2021	73
ALAMO	010-A	ALAMO DRIVE	PARAISO BLVD	CARRIZO WAY	10	10.65	2	Rural Local	3,410	23	78,430	AC	3/27/2021	55
ALAMO	010-B	ALAMO DRIVE	CARRIZO WAY	PVMNT CHG	10.65	11.61	2	Rural Local	5,092	23	117,116	AC	3/27/2021	55
ALAMO	010-C	ALAMO DRIVE	PVMNT CHG	BANDERILLA DR	11.61	12.69	2	Rural Local	5,683	23	130,709	AC	3/27/2021	56
ALLRED	010	ALLRED ROAD	HWY 49	6024 FT NORTH OF HWY 49	10	11.14	2	Rural Minor Collector	6,024	19	114,456	AC/AC	8/3/2021	44
ALLRED	020	ALLRED ROAD	HWY 140	1746 FT SOUTH OF HWY 140	14.73	15.06	2	Rural Minor Collector	1,746	14	24,444	AC	8/3/2021	29
AMAPLA	010	AMAPOLA COURT	GRANITE SPRINGS ROAD	END	10	10.09	2	Rural Local	483	23	11,109	AC	3/27/2021	42
ANGLER	010	ANGLERS COURT	CREEL ROAD	END (CUL-DE-SAC)	10	0	2	Rural Local	451	24	10,824	AC	3/30/2021	13
ASHWOR	010	ASHWORTH ROAD	BEGIN PVMT @ SILVERLAKE RD	4582 ASHWORTH RD	11.5	12.83	2	Rural Minor Collector	7,009	21	147,189	AC	8/3/2021	75
ASHWOR	020	ASHWORTH ROAD	4582 ASHWORTH RD	HWY 49	12.83	14.82	2	Rural Minor Collector	10,493	25	262,325	AC	8/3/2021	49
AURORA	010	AURORA	CHOWCHILLA MOUNTAIN ROAD	END OF PVMT	10	10.06	2	Rural Local	322	16	5,152	AC	3/26/2021	4
AWANEE	010	AWAHNEE	END OF PVMT	HWY 49	10	0	2	Rural Local	158	18	2,844	AC	3/31/2021	31
AZUCNA	010	AZUCENA COURT	BLANCHARD ROAD	CHICHARRO WAY	10	10.16	2	Rural Local	845	23	19,435	AC	3/27/2021	21
AZUNCA	020	AZUCENA COURT	CHICHARRO WAY	END	10.16	10.27	2	Rural Local	590	23	13,570	AC	3/27/2021	21
BNDRLA	010	BANDERILLA DRIVE	RANCHITO DRIVE (WEST)	RANCHITO DRIVE (EAST)	10	12.53	2	Rural Minor Collector	13,342	24	320,208	AC	8/3/2021	68
BNDRLA	020	BANDERILLA DRIVE	RANCHITO DRIVE	6849 FT S/O HIDALGO STREET	12.53	13.77	2	Rural Minor Collector	6,565	25	164,125	AC	8/3/2021	69
BNDRLA	030	BANDERILLA DRIVE	6849 FT SOUTH OF HIDALGO ST	HIDALGO STREET	13.77	0	2	Rural Minor Collector	6,849	25	171,225	AC	8/3/2021	70
BRTCVE	010	BARRETT COVE ROAD	MERCED FALLS ROAD	BARRETT COVE PARK KIOSK	10	10.93	2	Rural Minor Collector	4,909	23	112,907	AC	8/3/2021	50
BRTENT	010	BARRETT ENTRANCE	MERCED FALLS ROAD	BARRETT COVE ROAD	10	0	2	Rural Local	1,936	21	40,656	GRAVEL	-	-
BRTRP	010	BEAR TRAP DRIVE	BEGINNING OF PVMT WEST	END OF PAVEMENT EAST	10	10.48	2	Rural Local	2,534	19	48,146	AC	3/30/2021	19
BRVLY	010-A	BEAR VALLEY ROAD	HORNITOS RD	3364 BEAR VALLEY RD	10	0	2	Rural Minor Collector	14,788	25	369,700	AC	8/3/2021	46
BRVLY	010-B	BEAR VALLEY ROAD	3364 BEAR VALLEY RD	21846' E of HORNITOS RD	12.8	14.14	2	Rural Minor Collector	7,058	25	176,450	AC	8/3/2021	34
BRVLY	010-C	BEAR VALLEY ROAD	21846' E of HORNITOS	MT GAINES RD	14.14	15.15	2	Rural Minor Collector	5,352	25	133,800	AC	8/3/2021	48
BRVLY	020	BEAR VALLEY ROAD	MT GAINES RD	HUNTER VALLEY RD	15.15	17.06	2	Rural Minor Collector	10,102	25	252,550	AC	8/3/2021	49
BRVLY	030	BEAR VALLEY ROAD	HUNTER VALLEY RD	4607 BEAR VALLEY RD	17.06	18.41	2	Rural Minor Collector	7,134	25	178,350	AC	8/3/2021	58
BRVLY	040	BEAR VALLEY ROAD	4607 BEAR VALLEY RD	HWY 49	18.41	20.36	2	Rural Minor Collector	10,311	25	257,775	AC/AC	8/3/2021	75
BENHUR	020	BEN HUR ROAD	26595 FT NORTH OF COUNTY LINE	38278 FT NORTH OF COUNTY LINE	15	17.213	2	Rural Major Collector	11,683	20	233,660	AC	8/3/2021	97
BENHUR	040	BEN HUR ROAD	SILVER BAR ROAD (S)	BUCKEYE ROAD	23.87	26.46	2	Rural Major Collector	18,280	22	402,160	AC	8/3/2021	42
BENHUR	045	BEN HUR ROAD	BUCKEYE ROAD	SILVER BAR ROAD (N)	23.87	26.46	2	Rural Major Collector	10,900	22	239,800	AC	8/3/2021	77
BENHUR	050	BEN HUR ROAD	SILVER BAR ROAD	HWY 49	26.46	27.85	2	Rural Major Collector	9,800	20	196,000	AC/AC	8/3/2021	75
BENHUR	10-A	BEN HUR ROAD	COUNTY LINE	1495 BEN HUR RD	10	12.32	2	Rural Major Collector	12,250	20	245,000	ST	8/3/2021	55
BENHUR	10-B	BEN HUR ROAD	1495 BEN HUR RD	1720 BEN HUR RD	12.32	15	2	Rural Major Collector	14,145	20	282,900	ST	8/3/2021	49
BENHUR	30-B	BEN HUR ROAD	38274' N of COUNTY LINE	SILVERBAR RD	17.213	20.4	2	Rural Major Collector	16,841	20	336,820	AC	8/3/2021	61
BESTRD	010	BEST ROAD	END of PVMT	HITES COVE	11.25	11.31	2	Rural Local	300	22	6,600	AC	3/26/2021	5
BIRDIE	010	BIRDIE CIRCLE	EAST BRUCE ROAD	END OF PVMT	10	10.03	2	Rural Local	158	14	2,212	ST	3/26/2021	53
BLKSCK	010	BLACKS CREEK ROAD	BEGINNING OF PVMT	1746 FT NORTH OF HWY 49	0	9.67	2	Rural Local	795	15	11,925	AC	3/31/2021	4
BLKSCK	020	BLACKS CREEK ROAD	1746 FT NORTH OF HWY 49	HWY 49	9.67	10	2	Rural Local	1,746	15	26,190	AC	3/31/2021	7
BLNCRD	010	BLANCHARD	GRANITE SPRINGS ROAD	TUOLUMNE COUNTY LN	10	10.91	2	Rural Local	4,812	25	120,300	AC	3/27/2021	16
BOGEY	010	BOGEY CIRCLE	EAST BRUCE ROAD	END CUL DE SAC	10	10.03	2	Rural Local	164	15	2,460	AC	3/26/2021	53
BONDUR	010	BONDURANT	DOGTOWN ROAD	END OF PVMT	10	11.31	1	Rural Local	6,917	10	69,170	AC	3/31/2021	91
BTJKLN	010	BOOTJACK LANE	DARRAH ROAD	711 FT SOUTH OF DARRAH	10	10.13	2	Rural Local	711	18	12,798	AC	3/26/2021	38
BTJKLN	020	BOOTJACK LANE	711 FT SOUTH OF DARRAH	BOOTJACK FIRE DEPARTMENT	10.13	10.18	2	Rural Local	297	18	5,346	AC	3/26/2021	23
BTJKRD	010	BOOTJACK ROAD	MADERA COUNTY LINE	WORMAN ROAD	10	10.29	1	Rural Local	1,507	15	22,605	AC	3/26/2021	3
BOYER	010	BOYER ROAD	HWY 49	PVMNT CHG N of HWY 49	10	10.62	2	Rural Local	3,271	20	65,420	AC	8/3/2021	40
BOYER	020	BOYER ROAD	PVMT CHG N of HWY 49	END OF PVMT	10.62	11.42	2	Rural Local	4,238	22	93,236	AC/AC	8/3/2021	51
BRDVEL	010	BRIDALVEIL FALL	END	AHWAHNEE	9.94	10	2	Rural Local	316	18	5,688	AC	3/26/2021	14
BRDWAY	010	BROADWAY	HWY 49	MAIN STREET	10	10.31	2	Rural Local	1,614	27	43,578	AC	3/25/2021	39
BROOKR	010	BROOK ROAD	PARMABELLE ROAD	RAINBOW ROAD	10	10.12	2	Rural Local	634	24	15,216	AC	3/30/2021	1
BROOKS	010	BROOKS ROAD	HWY 49	WOODLAND DRIVE	10	10.38	2	Rural Local	1,996	24	47,904	ST	3/26/2021	15
BROWN	010	BROWN	END (CUL DE SAC)	HARRIS CUTOFF ROAD	9.92	10	2	Rural Local	422	15	6,330	AC	3/30/2021	19
BKMDWS	010	BUCK MEADOWS ROAD	GREELEY HILL ROAD	5837 FT NORTH OF GREELEY HILL	10	11.11	2	Rural Local	5,837	18	105,066	AC	3/25/2021	5
BKMDWS	020	BUCK MEADOWS ROAD	26588 FT NORTH OF GREELEY	552 FT SOUTH OF HAMILTON STA	0	15.87	1	Rural Local	3,598	15	53,970	AC	3/25/2021	11
BKMDWS	030	BUCK MEADOWS ROAD	552 FT SOUTH OF HAMILTON STA	HAMILTON STATION LOOP	15.87	15.97	1	Rural Local	552	15	8,280	AC	3/25/2021	10
BKECRK	010	BUCKEYE CREEK ROAD	BUCKEYE ROAD	END OF PVMT	10	10.16	2	Rural Local	830	22	18,260	AC	3/23/2021	70
BKERD	10-A	BUCKEYE ROAD	BEN HUR RD	ROAD NARROWS SIGN	10	11.26	2	Rural Minor Collector	6,649	22	146,278	ST	3/23/2021	20
BKERD	10-B	BUCKEYE ROAD	ROAD NARROWS SIGN	OLD HWY	11.26	12.39	2	Rural Minor Collector	5,949	16	95,184	ST	3/23/2021	22
BVISTA	010	BUENA VISTA DRIVE	1166 FT EAST OF END	TOULUMNE COUNTY LINE	10	10.22	2	Rural Local	1,166	23	26,818	AC	3/27/2021	39
BULION	020	BULLION STREET	JONES STREET	SECOND STREET	10	10.88	2	Rural Minor Collector	4,666	34	158,644	AC/AC	3/24/2021	98
BURLDR	020	BURL DRIVE	BUCKEYE ROAD	END AT BARRICADE	10	10.35	2	Rural Local	1,823	26	47,398	AC	3/23/2021	55
CYARD	010	C Y A ROAD	HWY 49	CAMP ENTRANCE	10	13.7	2	Rural Local	19,548	22	430,056	AC	3/30/2021	13
CADENA	010	CADENA WAY	TUOLUMNE COUNTY LINE	BLANCHARD ROAD	10	10.3	2	Rural Local	1,569	22	34,518	AC	3/27/2021	23
CMPBLL	010	CAMPBELL STREET	NW END OF CAMPBELL	DEXTER STREET	10	10.22	2	Rural Local	1,157	17	19,669	AC	3/31/2021	27

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AC (Asphalt Concrete); ST (Surface Treated)

Mariposa County- 2021 PMP Update
Section Description Inventory-Sorted by Road Name

Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
CANAST	010	CANASTA COURT	BEGIN PVMT	ALAMO DRIVE	9.88	10	2	Rural Local	645	23	14,835	AC	3/27/2021	58
CAPULO	010	CAPULLO CIRCLE	BANDERILLA DRIVE (SOUTH)	BANDERILLA DRIVE (NORTH)	10	0	2	Rural Local	1,665	24	39,960	AC	3/27/2021	29
CARACL	010	CARACOL CIRCLE	MIRASOL WAY (NORTH)	MIRASOL WAY (SOUTH)	9.62	10	2	Rural Local	2,016	23	46,368	AC	3/27/2021	46
CARLTN	010	CARLETON ROAD	SILVA ROAD	TRIANGLE ROAD	10	12.84	2	Rural Minor Collector	14,982	23	344,586	AC/AC	8/3/2021	72
CARLOS	010	CARLOS COURT	BEGIN PVMT	CLAVEL WAY	9.94	10	2	Rural Local	326	24	7,824	AC	3/27/2021	43
CARILO	010	CARRILLO WAY	RANCHITO WAY	PANCHITO WAY	10	10.13	2	Rural Local	698	23	16,054	AC	3/27/2021	43
CARIZO	010	CARRIZO WAY	BEGIN PVMT	ALAMO DRIVE	10	10.06	2	Rural Local	293	23	6,739	AC	3/27/2021	55
CARIZO	020	CARRIZO WAY	ALAMO DRIVE	BANDERILLA DRIVE	10.06	10.61	2	Rural Local	2,883	23	66,309	AC	3/27/2021	54
CARSTN	010	CARSTENS ROAD	HWY 140	END OF PVMT	10	0	2	Rural Local	394	23	9,062	AC	3/25/2021	3
CARTER	010	CARTER ROAD	TRIANGLE ROAD	END OF PVMT	10	0	2	Rural Local	430	20	8,600	AC	3/26/2021	45
CARTER	020	CARTER ROAD	6280 FT NORTH OF END OF PVMT	END OF SECOND PVMT SECTION	11.27	11.37	2	Rural Local	530	14	7,420	AC	3/26/2021	83
CASCDE	010	CASCADE CREEK FALLS	BEGIN PVMT	CLOUDS REST	9.88	10	2	Rural Local	651	22	14,322	AC	3/26/2021	11
CASTNO	010	CASTANO WAY	BLANCHARD ROAD (SOUTH)	BLANCHARD ROAD (NORTH)	10	10.39	2	Rural Local	2,070	22	45,540	AC	3/27/2021	16
CATHAY	010	CATHAY SCHOOL ROAD	SCHOOLHOUSE ROAD	GATE	10	10.03	2	Rural Local	182	22	4,004	AC	3/26/2021	41
CDRLSD	010	CATHEDRAL SPIRES	CLOUDS REST	MEADOW LANE	10	10.38	2	Rural Local	2,014	23	46,322	AC	3/26/2021	60
CEDAR	010	CEDAR CIRCLE	EAST BRUCE ROAD	END OF PVMT	10	10.03	2	Rural Local	178	14	2,492	AC	3/26/2021	53
CEDRLN	010	CEDAR LANE	SNYDER CREEK	SNYDER RIDGE	10	10.09	2	Rural Local	493	26	12,818	AC	3/26/2021	14
CEDRST	010	CEDAR STREET	LAUREL WAY	FOREST DRIVE	10	10.05	2	Rural Local	277	16	4,432	AC	3/26/2021	23
CEMTRY	010	CEMETERY	BEGIN PVMT	FOURNIER STREET	0	10	2	Rural Local	390	28	10,920	AC	3/30/2021	74
CEMYST	010	CEMETERY STREET	MAIN STREET	OAK RIDGE RD	10	10.18	2	Rural Local	953	15	14,295	AC	3/25/2021	64
CHAPRL	010	CHAPARREL STREET	LAUREL WAY	END OF PVMT	10	10.04	2	Rural Local	200	20	4,000	AC	3/26/2021	40
CHAPLN	010	CHAPULIN WAY	GRANITE SPRINGS ROAD	CHICHARRA WAY	10	10.65	2	Rural Local	3,430	23	78,890	AC	3/27/2021	28
CHRLS1	010	CHARLES STREET	8TH STREET	7TH STREET	10	10.1	2	Rural Local	528	14	7,392	AC	3/24/2021	49
CHRLS2	10-A	CHARLES STREET	NW of 13TH ST	12TH ST	10	10.12	2	Rural Local	626	18	11,268	AC	3/24/2021	12
CHRLS2	10-B	CHARLES STREET	12TH ST	PUBLIC PARKING	10.12	0	2	Rural Local	272	32	8,704	AC	3/24/2021	65
CHICHC	010	CHICHARRA COURT	BEGIN PVMT	CHICHARRA WAY	9.94	10	2	Rural Local	338	23	7,774	AC	3/27/2021	8
CHICHW	010	CHICHARRA WAY	AZUNCENA COURT	END	10	10.89	2	Rural Local	4,680	23	107,640	AC	3/27/2021	39
CHILFL	10-A	CHILNUALNA FALLS ROAD	HWY 41	MARIPOSA COUNTY ROAD LINE	10	10.85	2	Rural Local	4,514	20	90,280	AC	3/26/2021	65
CHILFL	10-B	CHILNUALNA FALLS ROAD	MARIPOSA COUNTY ROAD LINE	END	10.85	0	2	Rural Local	5,167	20	103,340	AC	3/26/2021	64
CHNTWN	010	CHINATOWN MAIN STREET	MAIN STREET	KOW STREET	10	10.07	2	Rural Local	365	17	6,205	AC	3/25/2021	47
CHINCH	010	CHINCHE COURT	BEGIN PVMT	MARAVILLA DRIVE	0	10	2	Rural Local	354	22	7,788	AC	3/31/2021	6
CWCHCT	010	CHOWCHILLA COURT	BEGIN PVMT	HARRIS ROAD	9.97	10	2	Rural Local	149	26	3,874	AC	3/30/2021	9
CWCHRD	010	CHOWCHILLA MT. ROAD	HWY 49	EAST WESTFALL ROAD	10	10.86	2	Rural Major Collector	4,547	27	122,769	AC	8/3/2021	73
CWCHRD	020	CHOWCHILLA MT. ROAD	EAST WESTFALL ROAD	HARRIS CUT OFF ROAD	10.86	11.76	2	Rural Major Collector	4,739	22	104,258	AC	8/3/2021	86
CWCHRD	030	CHOWCHILLA MT. ROAD	HARRIS CUT OFF ROAD	END OF PVMT	11.76	12.07	2	Rural Major Collector	1,656	26	43,056	GRAVEL	-	-
CLVLCT	010	CLAVEL COURT	BEGIN PVMT	CLAVEL WAY	9.94	10	2	Rural Local	310	23	7,130	AC	3/27/2021	8
CLVLWY	010	CLAVEL WAY	CHICHARRA WAY	CHAPULIN WAY	10	10.3	2	Rural Local	1,577	22	34,694	AC	3/27/2021	31
CLOUDS	10-A	CLOUDS REST	MEADOW LANE (SOUTH)	EL CAPITAN	10	0	2	Rural Local	5,527	22	121,594	AC	3/26/2021	67
CLOUDS	10-B	CLOUDS REST	EL CAPITAN	MEADOW LANE (NORTH)	11.05	12.02	2	Rural Local	5,141	22	113,102	AC	3/26/2021	69
COACH1	010	COACHMAN ROAD	END (CUL DE SAC)	HARRIS CUT OFF ROAD	10	0	2	Rural Local	2,314	20	46,280	AC	3/30/2021	2
COACH2	010	COACHMAN ROAD	HARRIS CUT OFF ROAD	END (CUL DE SAC)	10	10.24	2	Rural Local	1,249	24	29,976	AC	3/30/2021	16
COAKLY	010	COAKLEY CIRCLE	HWY 140	JESSIE STREET	10	10.255	2	Rural Major Collector	1,365	35	47,775	AC/AC	8/3/2021	54
COHOCT	010	COHO COURT	SHOSHONE ROAD	END (CUL DE SAC)	10	10.06	2	Rural Local	322	24	7,728	AC	3/30/2021	20
COLE	010	COLE ROAD	DARRAH ROAD	4401 FT NORTH OF DARRAH ROAD	10	10.83	2	Rural Major Collector	4,401	19	83,619	AC	8/3/2021	88
COLE	020	COLE ROAD	4401 FT NORTH OF DARRAH ROAD	SILVA ROAD	10.83	11.77	2	Rural Major Collector	4,985	25	124,625	AC	8/3/2021	47
COLRDO	010	COLORADO ROAD	EAST WHITLOCK	END OF PVMT 5506 FT NORTH	10	11.04	2	Rural Minor Collector	5,506	25	137,650	AC	8/3/2021	57
COLRDO	020	COLORADO ROAD	SHERLOCK	HWY 140	10	12.3	2	Rural Minor Collector	12,140	22	267,080	AC/AC	8/3/2021	43
CONVRS	010	CONVERSE ROAD	GREELEY HILL ROAD	END OF PVMT	10	10.91	2	Rural Local	4,810	19	91,390	AC	3/31/2021	24
COROND	010	CORONADO DRIVE	MERCED FALLS ROAD	TORRE DRIVE	10	11.03	2	Rural Local	5,418	23	124,614	AC	3/27/2021	62
CNTRYP	010	COUNTY PARK ROAD	COUNTY PARK	STORMING ROAD	10	10.2	2	Rural Local	1,059	25	26,475	AC	3/31/2021	38
CRANEC	010	CRANE CREEK ROAD	FORESTA ROAD	HWY 140	10	10.21	1	Rural Local	1,116	12	13,392	AC	3/25/2021	8
CREEL	010	CREEL ROAD	HARRIS ROAD	END (CUL DE SAC)	10	10.71	2	Rural Local	3,736	24	89,664	AC	3/30/2021	64
CREEL	020	CREEL ROAD	SHOSHONE ROAD	END AT GATE	10.71	10.81	2	Rural Local	528	24	12,672	AC	3/30/2021	11
CUNEO	010	CUNEO ROAD	131 NE OF PRIEST COULTERVILLE	DEXTER ROAD	13.01	13.46	2	Rural Local	2,397	15	35,955	AC	3/31/2021	24
DARRAH	010	DARRAH ROAD	HWY 49	TRIANGLE ROAD	10	14.92	2	Rural Major Collector	25,958	25	648,950	AC	8/3/2021	81
DEXTRR	010	DEXTER ROAD	FISKE ROAD	END OF PVMT	10	12.46	2	Rural Local	12,995	21	272,895	AC	3/31/2021	76
DEXTRR	020	DEXTER ROAD	BEGIN PVMT	CUNEO ROAD	12.47	12.49	2	Rural Local	166	21	3,486	AC	3/31/2021	19
DEXTRS	010	DEXTER STREET	CAMPBELL (NORTH)	CAMPBELL (SOUTH)	10	10.09	2	Rural Local	475	15	7,125	AC	3/31/2021	10
DOGTWN	010	DOGTOWN ROAD	GREELY HILL ROAD (NR MAIN ST)	SCHILLING ROAD	10	12.21	2	Rural Minor Collector	19,360	17	329,120	AC	8/3/2021	93
DOGTWN	020	DOGTOWN ROAD	SCHILLING ROAD	5246 FT NORTH OF SCHILLING RD	12.21	13.21	2	Rural Minor Collector	5,246	20	104,920	AC	8/3/2021	60
DOGTWN	030	DOGTOWN ROAD	5246 FT NORTH OF SCHILLING RD	END OF PVMT	13.21	15.82	2	Rural Minor Collector	14,760	20	295,200	AC	8/3/2021	90
DOLRSA	010	DOLOROSA STREET	BANDERILLA DRIVE	LORENZO STREET	10	10.48	2	Rural Local	2,514	23	57,822	AC	3/27/2021	45
DOLRSA	020	DOLOROSA STREET	LORENZO STREET	PARAISO BLVD	10.48	0	2	Rural Local	5,183	23	119,209	AC	3/27/2021	34
EAGLEP	010	EAGLE PEAK ROAD	FORESTA ROAD	CRANE CREEK ROAD	10	10.09	2	Rural Local	486	11	5,346	AC	3/27/2021	51
EBRUCE	010	EAST BRUCE ROAD	CHILNUALNA FALLS ROAD	WEST BRUCE ROAD	10	10.25	2	Rural Local	1,320	14	18,480	AC	3/26/2021	52
EWSTFL	010	EAST WESTFALL ROAD	TRIANGLE ROAD	END OF PVMT	10	10.86	2	Rural Minor Collector	4,526	24	108,624	AC	8/3/2021	27

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Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
EWSTFL	020	EAST WESTFALL ROAD	BEGIN PVMT	CHOWCHILLA MTN	12.84	13.87	2	Rural Minor Collector	5,426	24	130,224	AC	8/3/2021	72
EGANSWAY	010	EGAN'S WAY	FOREST ROAD	SUMMIT ROAD	10	10.08	2	Rural Local	406	18	7,308	AC	3/26/2021	39
8THST	010	EIGHTH STREET	JESSIE STREET	HWY 140	10	10.04	2	Rural Local	211	30	6,330	AC	3/24/2021	23
8THST	020	EIGHTH STREET	HWY 140	MARIPOSA HIGH SCHOOL	10.04	10.22	2	Rural Local	955	28	26,740	AC	3/24/2021	74
ELCMPO	010	EL CAMPO WAY	ZELMA WAY	BANDERILLA DRIVE	10	10.39	2	Rural Local	2,053	23	47,219	AC	3/27/2021	41
ELCAPT	010	EL CAPTITAN	CLOUDS REST	MEADOW LANE	10	10.41	2	Rural Local	2,180	21	45,780	AC	3/26/2021	80
ELPORD	010	EL PORTAL ROAD	HWY 140	FORESTA ROAD	10	10.09	2	Rural Local	481	22	10,582	AC	3/25/2021	94
11THST	010	ELEVENTH STREET	HWY 140	GOVERNMENT CENTER PARKING LOT	10	10.1	2	Rural Local	513	23	11,799	AC	3/24/2021	46
ENRMAD	010	ENRAMADA DRIVE	TUOLUMNE COUNTY LINE	CADENA WAY	10	11.01	2	Rural Local	5,310	25	132,750	AC	3/27/2021	43
ERNST	010	ERNST ROAD	HOLTZEL ROAD	DOGTOWN ROAD	10	12.68	2	Rural Local	14,142	21	296,982	AC	3/31/2021	26
ESCALN	010	ESCALON COURT	RASTRO WAY	END	10	10.08	2	Rural Local	430	23	9,890	AC	3/27/2021	31
ESPUEL	010	ESPUELA COURT	BEGIN PVMT	VILLARREAL DRIVE	9.9	10	2	Rural Local	554	23	12,742	AC	3/27/2021	21
EVRGRN	010	EVERGREEN LANE	MEADOW LANE (SOUTH)	MEADOW LANE (NORTH)	10	10.79	2	Rural Local	4,176	20	83,520	AC	3/26/2021	55
EXCHQR	010	EXCHEQUER	BEAR VALLEY ROAD	PRIVATE PROPERTY	10	10.31	2	Rural Local	1,612	12	19,344	AC	3/30/2021	28
FACHDA	010	FACHADA WAY	HERNANDEZ DRIVE	MIRASOL WAY	10	10.32	2	Rural Local	1,667	23	38,341	AC	3/27/2021	45
FAIRGD	010	FAIRGROUNDS ROAD	HWY 49	END OF PVMT	10	10.24	2	Rural Local	1,264	22	27,808	AC	3/26/2021	5
FERRYR	010	FERRY ROAD	WATER STREET	MAXWELL STREET	10	10.05	2	Rural Local	247	24	5,928	AC	3/25/2021	73
FERRYR	020	FERRY ROAD	MAXWELL STREET	END OF PVMT	10.05	10.17	2	Rural Local	615	18	11,070	AC	3/25/2021	24
5THST	010	FIFTH STREET	HWY 140	BULLION STREET	10	10.06	2	Rural Local	317	23	7,291	AC	3/24/2021	7
FISKE	010	FISKE ROAD	GREELEY HILL ROAD	DEXTER ROAD	10	11.48	2	Rural Minor Collector	7,800	24	187,200	AC	8/3/2021	71
FORST1	010	FOREST DRIVE	SUMMIT ROAD	FOREST ROAD EXT	10	10.56	2	Rural Local	2,957	20	59,140	AC	3/26/2021	30
FORST2	10-A	FOREST DRIVE	HWY 41	MARIPOSA COUNTY ROAD LINE	10	10.81	2	Rural Local	4,273	19	81,187	AC	3/26/2021	56
FORST2	10-B	FOREST DRIVE	MARIPOSACOUNTY ROAD LINE	END AT CAMP WAWONA	10.81	11.22	2	Rural Local	2,169	19	41,211	AC	3/26/2021	76
FRSTA1	010	FORESTA ROAD	HWY 140	981 FT EAST OF HWY 140	10	10.19	2	Rural Local	981	21	20,601	ST	3/25/2021	16
FRSTA2	010	FORESTA ROAD	EL PORTAL ROAD	END OF PVMT	12.4	13.15	2	Rural Local	3,979	11	43,769	AC	3/25/2021	46
FRSTA1	020	FORESTA ROAD	981 FT EAST OF HWY 140	1891 FT EAST OF HWY 140	10.19	10.36	2	Rural Local	910	21	19,110	AC	3/25/2021	5
FRSTA2	020	FORESTA ROAD	35950 FT FROM EL PORTAL ROAD	44483 FT FROM EL PORTAL ROAD	19.96	21.58	2	Rural Local	8,533	20	170,660	AC	3/26/2021	38
FRSTA1	030	FORESTA ROAD	1891 FT EAST OF HWY 140	EL PORTAL ROAD	10.36	12.4	2	Rural Local	10,788	21	226,548	AC	3/25/2021	39
FRSTA2	030	FORESTA ROAD	44483 FT FROM EL PORTAL ROAD	BIG OAK FLAT	21.58	22.34	2	Rural Local	4,012	16	64,192	AC	3/26/2021	70
FRNRRD	10-A	FOURNIER ROAD	ANTONE ST	PVMT CHG	10	10.05	2	Rural Local	279	22	6,138	AC	3/26/2021	4
FRNRRD	10-B	FOURNIER ROAD	PVMT CHG	JOE HOWARD ST	10.05	10.2	2	Rural Local	789	16	12,624	AC	3/26/2021	82
4THST	010	FOURTH STREET	HWY 140	BULLION STREET	10	10.05	2	Rural Local	264	22	5,808	AC	3/24/2021	2
FRM120	010	FROM 120	HWY 120 (WEST)	HWY 120 (EAST)	10	10.14	2	Rural Local	756	29	21,924	AC	3/31/2021	8
FMHGH0	010	FROM HIGH STREET	HIGH STREET	BEAR VALLEY	10	10.02	2	Rural Local	98	23	2,254	AC	3/30/2021	64
FMHGH1	010	FROM HIGH STREET	HIGH STREET	END	10	10.07	2	Rural Local	375	14	5,250	AC	3/30/2021	48
FRMMBA	010	FROM MT. BULLION CUTOFF	MT. BULLION CUTOFF ROAD	MAGUIRE STREET	10	10.1	2	Rural Local	528	14	7,392	AC	3/30/2021	8
FRMMBB	010	FROM MT. BULLION CUTOFF	PRINCETON WAY	MT. BULLION CUTOFF ROAD	10	10.12	2	Rural Local	634	17	10,778	AC	3/30/2021	9
GANNCO	010	GANNS CORRAL ROAD	BEGIN PVMT	MARK LEE ROAD	10	10.1	2	Rural Local	518	18	9,324	AC	3/24/2021	2
GARCIA	010	GARCIA COURT	CREEL ROAD	END (CUL DE SAC)	10	10.09	2	Rural Local	479	24	11,496	AC	3/30/2021	27
GAZAWY	010	GAZA WAY	RANCHITO DRIVE	GOLFITO WAY	10	10.06	2	Rural Local	355	23	8,165	AC	3/27/2021	37
GLCIER	010	GLACIER POINT ROAD	MEADOW LANE (WEST)	MEADOW LANE (EAST)	10	10.64	2	Rural Local	3,359	22	73,898	AC	3/26/2021	59
GOLDEN	010	GOLDEN	END AT CUL DE SAC	HARRIS CUT OFF ROAD	9.92	10	2	Rural Local	415	18	7,470	AC	3/30/2021	12
GOLFIT	010	GOLFITO WAY	GAZA WAY	RANCHITO DRIVE	10	10.17	2	Rural Local	878	23	20,194	AC	3/27/2021	71
GRNITE	010	GRANITE SPRINGS ROAD	HWY 132 (WEST)	HWY 132 (EAST)	10	14.75	2	Rural Minor Collector	25,094	25	627,350	AC	8/3/2021	70
GRYLNG	010	GRAYLING ROAD	KOKANEE ROAD	COACHMAN ROAD	10	10.11	2	Rural Local	588	26	15,288	AC	3/30/2021	27
GREELY	010	GREELEY HILL ROAD	HWY 49	7775 FT FROM HWY 49	10	11.47	2	Rural Major Collector	7,775	25	194,375	AC	8/3/2021	77
GREELY	020	GREELEY HILL ROAD	7775 FT FROM HWY 49	12560 FT FROM HWY 49	11.47	12.38	2	Rural Major Collector	4,785	25	119,625	AC/AC	8/3/2021	59
GREELY	030	GREELEY HILL ROAD	12560 FT FROM HWY 49	52499 FT FROM HWY 49	12.38	19.94	2	Rural Major Collector	39,939	25	998,475	AC/AC	8/3/2021	74
GREELY	040	GREELEY HILL ROAD	52499 FT FROM HWY 49	BUCK MEADOWS ROAD	19.94	22.6	2	Rural Major Collector	14,244	25	356,100	AC	8/3/2021	32
GRILLO	010	GRILLO DRIVE	GRANITE SPRINGS ROAD	END	10	10.76	2	Rural Local	3,988	23	91,724	AC	3/27/2021	33
GROSJN	010	GROSJEAN ROAD	HWY 140	1109 FT EAST OF HWY 140	10	10.21	2	Rural Local	1,109	14	15,526	ST	3/24/2021	37
GSANLC	010	GUISANILLO COURT	BEGIN PVMT	GUSANILLO WAY	0	10	2	Rural Local	275	23	6,325	AC	3/27/2021	35
GSANLW	010	GUISANILLO WAY	HORMIGA CT	HWY 132	10	10.12	2	Rural Local	628	22	13,816	AC	3/27/2021	19
GSANLW	020	GUISANILLO WAY	HWY 132	GRANITE SPRINGS ROAD	10.12	10.49	2	Rural Local	1,975	25	49,375	AC	3/27/2021	25
GUASAN	010	GUSANO COURT	BEGIN PVMT	CADENA WAY	10	14.87	2	Rural Local	612	22	13,464	AC	3/27/2021	22
GUASAW	010	GUSANO WAY	CADENA WAY	BLANCHARD ROAD	14.87	15.18	2	Rural Local	1,657	22	36,454	AC	3/27/2021	25
HAIGH	010	HAIGH ROAD	HWY 49	10852 HAIGH ROAD	10	10.15	2	Rural Local	815	19	15,485	ST	3/31/2021	35
HALFDM	010	HALF DOME	CLOUDS REST	END	10	10.1	2	Rural Local	523	20	10,460	AC	3/26/2021	14
HAMSTA	010	HAMILTON STATION LOOP	HWY 120 (WEST)	HWY 120 (EAST)	10	10.43	2	Rural Local	2,274	20	45,480	AC	3/25/2021	13
HAPYIS	010	HAPPY ISLES	MEADOW LANE	END	10	10.07	2	Rural Local	365	18	6,570	AC	3/31/2021	17
HRSCUT	010A	HARRIS CUTOFF ROAD	CHOWCHILLA MOUNTAIN RD (SOUTH)	HARRIS RD	10	11.93	2	Rural Major Collector	6,336	26	164,736	AC	9/27/2021	86
HRSCUT	010B	HARRIS CUTOFF ROAD	HARRIS RD	CHOWCHILLA MOUNTAIN RD (NORTH)	10	11.93	2	Rural Major Collector	3,872	26	100,672	AC	8/3/2021	78
HARRIS	010	HARRIS ROAD	HWY 49	319 FT NORTH OF HWY 49	10	10.06	2	Rural Minor Collector	319	24	7,656	AC	8/3/2021	47
HARRIS	020	HARRIS ROAD	15133 FT NORTH OF HWY 49	HARRIS CUT OFF ROAD	12.93	13.49	2	Rural Minor Collector	2,962	23	68,126	AC	8/3/2021	39
HAYWRD	010	HAYWARD ROAD	GATE	67 FT NORTH OF GATE	10	10.01	2	Rural Minor Collector	67	17	1,139	AC	8/3/2021	68
HAYWRD	020	HAYWARD ROAD	67 FT NORTH OF GATE	RANCHITO DRIVE	10.01	0	2	Rural Minor Collector	54	22	1,188	GRAVEL	-	-

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AC (Asphalt Concrete); ST (Surface Treated)

Mariposa County- 2021 PMP Update
Section Description Inventory-Sorted by Road Name

Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
HAYWRD	030	HAYWARD ROAD	RANCHTIO DRIVE	HWY 132	10.02	0	2	Rural Minor Collector	5,390	25	134,750	AC	8/3/2021	69
HEDDON	010	HEDDON COURT	END CUL DE SAC	PILOT PEAK ROAD	9.87	10	2	Rural Local	681	24	16,344	AC	3/30/2021	9
HRNDEZ	010	HERNANDEZ DRIVE	RANCHITO DRIVE	END	10	11.83	2	Rural Local	9,685	23	222,755	AC	3/27/2021	60
HIDALG	010	HIDALGO	HWY 132	BANDERILLA DRIVE	10	10.51	2	Rural Minor Collector	2,673	24	64,152	AC	8/3/2021	75
HIDALG	020	HIDALGO	BANDERILLA DRIVE	K4 RANCH GATE	10.51	10.64	2	Rural Minor Collector	681	24	16,344	AC	8/3/2021	19
HIGHST	010	HIGH STREET	HORNITO ROAD	BEAR VALLEY ROAD	10	10.24	2	Rural Local	1,253	20	25,060	AC	3/23/2021	30
HIRSCH	010	HIRSCH ROAD	INDIAN PEAK ROAD	4516 HIRSCH RD	10	10.42	2	Rural Minor Collector	2,217	23	50,991	AC	8/3/2021	53
HIRSCH	020	HIRSCH ROAD	4516 HIRSCH RD	HWY 49	10.42	12.57	2	Rural Minor Collector	11,335	23	260,705	AC	8/3/2021	38
HITESC	010	HITES COVE ROAD	DOUBLE EAGLE	END OF PVMT	10	10.51	2	Rural Minor Collector	2,709	22	59,598	AC	3/26/2021	18
HOTZEL	010	HOLTZEL ROAD	GREELY HILL ROAD	DOGTOWN ROAD	10	12.73	2	Rural Minor Collector	14,411	24	345,864	AC	8/3/2021	53
HRMIGC	010	HORMIGA COURT	BEGIN PVMT	GUSANILLO WAY	9.88	10	2	Rural Local	610	23	14,030	AC	3/27/2021	36
HRMIGW	010	HORMIGA WAY	GUSANILLO WAY	HWY 132	10	10.27	2	Rural Local	1,445	23	33,235	AC	3/27/2021	19
HORNIT	010	HORNITOS ROAD	COUNTY LINE	25000 FT SOUTH OF COUNTY LINE	10	14.73	2	Rural Major Collector	25,000	26	650,000	AC	8/3/2021	68
HORNIT	020	HORNITOS ROAD	25000 FT SOUTH OF COUNTY LINE	53736 FT SOUTH OF COUNTY LINE	14.73	20.17	2	Rural Major Collector	28,736	26	747,136	AC	8/3/2021	58
HORNIT	030	HORNITOS ROAD	53732 FT SOUTH OF COUNTY LINE	HWY 140	20.17	26.22	2	Rural Major Collector	31,920	26	829,920	AC	8/3/2021	75
HOSPTL	010	HOSPITAL ROAD	SMITH ROAD	END OF HOSPITAL PROPERTY	10	10.14	2	Rural Local	752	39	29,328	AC/AC	3/24/2021	23
HUNTER	010-A	HUNTERS VALLEY ROAD	BEAR VALLEY RD	ROAD NARROWS	10	11.46	2	Rural Minor Collector	7,692	23	176,916	AC	8/3/2021	45
HUNTER	010-B	HUNTERS VALLEY ROAD	ROAD NARROWS	PVT CHG	11.46	11.62	2	Rural Minor Collector	852	23	19,596	AC	8/3/2021	49
HUNTER	010-C	HUNTERS VALLEY ROAD	PVT CHG	PVT CHG	11.62	11.79	2	Rural Minor Collector	912	23	20,976	AC	8/3/2021	73
HUNTER	010-D	HUNTERS VALLEY ROAD	PVT CHG	PVT CHG	11.79	13.22	2	Rural Minor Collector	7,554	23	173,742	AC	8/3/2021	39
HUNTER	010-E	HUNTERS VALLEY ROAD	PVT CHG	PVT CHG	13.22	13.49	2	Rural Minor Collector	1,432	16	22,912	AC	8/3/2021	82
HUNTER	010-F	HUNTERS VALLEY ROAD	PVT CHG	PVT CHG	13.49	13.71	2	Rural Minor Collector	1,152	12	13,824	AC	8/3/2021	28
HUNTER	010-G	HUNTERS VALLEY ROAD	PVT CHG	END OF PVMT	13.71	13.93	2	Rural Minor Collector	1,155	12	13,860	AC	8/3/2021	37
HUNTER	020	HUNTERS VALLEY ROAD	29515 FT NORTH OF BEAR VALLEY	30495 FT NORTH OF BEAR VALLEY	15.59	15.78	2	Rural Minor Collector	980	14	13,720	AC	3/30/2021	11
ILLILO	010	ILLILOUTTE FALLS W	BEGIN PVMT	CLOUDS REST	9.94	10	2	Rural Local	337	22	7,414	AC	3/26/2021	79
INCLIN	010	INCLINE ROAD	GATE END OF PVMT	SPUR ROAD	6.5	10	1	Rural Local	18,478	13	240,214	AC	3/25/2021	94
INDNGE	010	INDIAN GULCH EXT.	1034 FT WEST OF INDIAN GULCH	INDIAN GULCH	15.6	15.8	2	Rural Local	1,034	11	11,374	AC	3/27/2021	0
INDNGR	020	INDIAN GULCH ROAD	INDIAN GULCH EXT	HORNITOS ROAD	15.07	18.95	2	Rural Local	20,462	14	286,468	ST	3/27/2021	8
INDNGR	10-A	INDIAN GULCH ROAD	HWY 140	5437 INDIAN GULCH RD	10	12.14	2	Rural Local	11,273	18	202,914	ST	3/24/2021	20
INDNGR	10-B	INDIAN GULCH ROAD	5437 INDIAN GULCH RD	INDIAN GULCH EXT	12.14	15.07	2	Rural Local	15,493	15	232,395	ST	3/24/2021	16
INDNP1	010	INDIAN PEAK ROAD	BEGINNING OF PAVEMENT	USONA ROAD	10	10.79	2	Rural Minor Collector	4,146	17	70,482	ST	3/26/2021	8
INDNP1	020	INDIAN PEAK ROAD	USONA ROAD	BRONCO HOLLOW ROAD	10.79	0	2	Rural Minor Collector	9,899	17	168,283	ST	3/26/2021	22
INDNP1	030	INDIAN PEAK ROAD	BRONCO HOLLOW ROAD	HIRSCH ROAD	12.66	13.67	2	Rural Minor Collector	5,307	23	122,061	ST	3/26/2021	71
INDNP1	040	INDIAN PEAK ROAD	HIRSCH ROAD	OAK GROVE ROAD	13.67	14.6	2	Rural Minor Collector	4,922	19	93,518	AC	3/26/2021	35
INDNP2	10-A	INDIAN PEAK ROAD	OAK GROVE RD	4797 INDIAN PEAK RD	14.6	15.62	2	Rural Minor Collector	5,361	19	101,859	AC	3/26/2021	27
INDNP2	10-B	INDIAN PEAK ROAD	4797 INDIAN PEAK RD	HWY 49	15.62	18.09	2	Rural Minor Collector	13,063	19	248,197	ST	3/26/2021	74
JACKSN	010	JACKSON ROAD	HWY 41	FORK	10	10.22	2	Rural Local	1,147	14	16,058	ST	3/31/2021	27
JAIME	010	JAIME WAY	JOSEFINA WAY	END	10	10.12	2	Rural Local	634	23	14,582	AC	3/27/2021	55
JALAPA	10-A	JALAPA WAY	N END	HIDALGO ST	10	10.35	2	Rural Local	1,865	23	42,895	AC	3/27/2021	55
JALAPA	10-B	JALAPA WAY	HIDALGO ST	HWY 132	10.35	0	2	Rural Local	2,217	23	50,991	AC	3/27/2021	57
JALAPA	10-C	JALAPA WAY	HWY 132	W END	10.77	0	2	Rural Local	3,577	23	82,271	AC	3/27/2021	27
JLISCO	010	JALISCO WAY	BANDERILLA DRIVE	BANDERILLA DRIVE	10	10.58	2	Rural Local	3,085	23	70,955	AC	3/27/2021	62
JARDIN	010	JARDINCITO COURT	BEGIN PVMT	HIDALGO STREET	10	10.12	2	Rural Local	637	24	15,288	AC	3/27/2021	68
JSAMNC	010	JASMIN COURT	BEGIN PVMT	JASMIN WAY	9.95	10	2	Rural Local	239	23	5,497	AC	3/27/2021	38
JSMNWY	010	JASMIN WAY	NARCISCO WAY	MARAVILLA DRIVE	10	10.21	2	Rural Local	1,134	23	26,082	AC	3/27/2021	21
JERSEY	010	JERSEYDALE ROAD	TRIANGLE ROAD	SCOTT ROAD	10	13.82	2	Rural Minor Collector	20,170	22	443,740	AC	3/26/2021	54
JERSEY	020	JERSEYDALE ROAD	SCOTT ROAD	END OF PVMT	13.82	13.91	2	Rural Minor Collector	482	18	8,676	AC	3/26/2021	25
JERSEY	030	JERSEYDALE ROAD	BEGIN SECOND PVMT SECTION	END OF SECOND PVMT SECTION	13.91	0	2	Rural Minor Collector	306	15	4,590	AC	3/26/2021	3
JESSIE	10-A	JESSIE STREET	BEGIN PVMT NW of 12TH ST	10TH ST	10	10.12	2	Rural Major Collector	637	26	16,562	AC/AC	8/3/2021	70
JESSIE	10-B	JESSIE STREET	10TH ST	9TH ST	10.12	10.17	2	Rural Major Collector	284	24	6,816	AC/AC	8/3/2021	73
JESSIE	10-C	JESSIE STREET	9TH ST	8TH ST	10.17	0	2	Rural Major Collector	282	24	6,768	AC/AC	8/3/2021	43
JHWRD	10-A	JOE HOWARD STREET	COAKLEY CIR	JOE HOWARD ST	10.24	10.36	2	Rural Local	637	35	22,295	AC	3/24/2021	30
JHWRD	10-B	JOE HOWARD STREET	HWY 49	ANTONE ST	10	10.24	2	Rural Local	1,254	29	36,366	AC	3/24/2021	23
JONES	010	JONES STREET	HWY 140	BULLION STREET	10	10.04	2	Rural Local	191	26	4,966	AC	3/24/2021	8
JONES	020	JONES STREET	BULLION STREET	BRIDGE	10.04	10.39	2	Rural Local	1,835	22	40,370	AC	3/24/2021	17
JONES	030	JONES STREET	BRIDGE	PVMT CHANGE AT 7TH STREET	10.39	0	2	Rural Local	1,716	28	48,048	AC	3/24/2021	81
JONES	040	JONES STREET	PVMT CHANGE AT 7TH STREET	END	10.72	0	2	Rural Local	620	22	13,640	AC	3/24/2021	28
JOSFIN	010	JOSEFINA	HWY 132	JALAPA WAY	10	10.41	2	Rural Local	2,165	23	49,795	AC	3/27/2021	55
JOYACT	010	JOYA COURT	RASTRO WAY	END	10	10.12	2	Rural Local	612	23	14,076	AC	3/27/2021	36
KEMBLE	010	KEMBLE ROAD	WORMAN ROAD	5884 FT NORTH OF WORMAN ROAD	10	11.11	2	Rural Local	5,884	18	105,912	AC	3/26/2021	11
KEMBLE	020	KEMBLE ROAD	5884 FT NORTH OF WORMAN ROAD	BRIDGE	11.11	0	2	Rural Local	1,904	22	41,888	AC	3/26/2021	2
KEMBLE	030	KEMBLE ROAD	BRIDGE	9581 FT NORTH OF WORMAN ROAD	11.47	0	2	Rural Local	1,793	22	39,446	AC	3/26/2021	2
KEMBLE	040	KEMBLE ROAD	9581 FT NORTH OF WORMAN ROAD	HWY 49	11.81	12.03	2	Rural Local	1,150	24	27,600	AC	3/26/2021	32
KOKANE	010	KOKANEE ROAD	HARRIS CUT OFF ROAD	END CUL DE SAC	10	10.29	2	Rural Local	1,543	26	40,118	AC	3/30/2021	71
KOONHO	010	KOON HOLLAR ROAD	FOREST DRIVE	END OF PVMT	10	10.47	1	Rural Local	2,485	12	29,820	AC	3/26/2021	57
KOWSTR	010	KOW STREET	BEGIN PVMT	MAIN STREET	0	10	2	Rural Local	466	16	7,456	AC	3/25/2021	19

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LAREDO	010	LAREDO STREET	BANDERILLA DRIVE	BUENA VISTA DRIVE	10	10.87	2	Rural Local	4,594	23	105,662	AC	3/27/2021	42
LARKE	010	LARKE STREET	CHILNUALNA FALLS ROAD	LOOP ROAD	10	10.08	2	Rural Local	422	20	8,440	AC	3/26/2021	74
LAURAL	010	LAURAL	FOREST DRIVE	END OF PAVEMENT	10	10.17	2	Rural Local	920	13	11,960	AC	3/26/2021	32
LAZOWY	010	LAZO WAY	CORONADO DRIVE	LAZO WAY	10	11.64	2	Rural Local	8,635	23	198,605	AC	3/27/2021	57
LEHMIT	010	LEHAMITE FALLS	CLOUDS REST	END	10	10.1	2	Rural Local	526	20	10,520	AC	3/26/2021	16
LEONRD	010	LEONARD ROAD	7992 FT WEST OF STUMPFIELD MTN	END OF PVMT	10.51	10.57	2	Rural Local	319	16	5,104	AC	8/3/2021	42
LEONRD	020	LEONARD ROAD	BEGIN OF PVMT	1256 FT WEST OF STUMPFIELD MTN	11.35	11.78	2	Rural Local	2,289	23	52,647	AC	8/3/2021	55
LEONRD	030	LEONARD ROAD	1256 FT WEST OF STUMPFIELD MTN	STUMPFIELD MTN.	0	12.02	2	Rural Local	1,256	25	31,400	AC	8/3/2021	38
LILLIA	010	LILLIAN LANE	END OF PAVEMENT	MYKLEOAKS	9.92	10	2	Rural Local	422	19	8,018	AC	3/30/2021	16
LIROCT	010	LIRO COURT	BEGIN PVMT	GRILLO DRIVE	9.88	10	2	Rural Local	615	23	14,145	AC	3/27/2021	22
LOOPRD	010	LOOP ROAD	CHILNUALNA FALLS ROAD	CHILNUALNA FALLS ROAD	10	10.44	1	Rural Local	2,323	12	27,876	AC	3/26/2021	32
LORENZ	010	LORENZO STREET	BANDERILLA DRIVE	RANCHITO DRIVE	10	10.71	2	Rural Local	3,756	23	86,388	AC	3/27/2021	43
LOZANO	010	LOZANO STREET	GRANITE SPRINGS ROAD	TUOLUMNE COUNTY LINE	10	10.69	2	Rural Local	3,645	25	91,125	AC	3/27/2021	13
LUNACT	010	LUNA COURT	BEGIN PVMT	BANDERILLA DRIVE	9.88	10	2	Rural Local	654	23	15,042	AC	3/27/2021	22
MACRWY	010	MACREADY WAY	HWY 49	GATE	10	10.17	2	Rural Local	885	20	17,700	AC	3/30/2021	14
MADISO	010	MADISON AVENUE	PINE STREET	5083 MADISON AVE	10	10.09	1	Rural Local	456	12	5,472	AC	3/25/2021	23
MAINST	010	MAIN STREET	HWY 49	CHINATOWN MAIN STREET	10	10.3	2	Rural Major Collector	1,570	26	40,820	AC	8/3/2021	66
MAINST	020	MAIN STREET	CHINATOWN MAIN STREET	GREELEY HILL ROAD	10.3	10.42	2	Rural Major Collector	648	25	16,200	AC	8/3/2021	81
MARAVI	010	MARAVILLA DRIVE	HWY 132	NARCISCO WAY	10	10.72	2	Rural Local	3,817	23	87,791	AC	3/27/2021	35
MARGUR	010	MARGURITA COURT	BEGIN PVMT	CHAPULIN WAY	9.93	10	2	Rural Local	370	23	8,510	AC	3/27/2021	19
MARPOA	010	MARIPOSA AVENUE	CHILNUALNA FALLS ROAD	END	10	10.15	1	Rural Local	798	12	9,576	AC	3/26/2021	60
MARIPD	010	MARIPOSA DUMP ROAD	HWY 49	END OF PVMT	10	10.15	2	Rural Local	792	36	28,512	AC	3/30/2021	50
MARIPS	010	MARIPOSA STREET	6TH STREET	END	10	10.12	2	Rural Local	634	20	12,680	AC	3/24/2021	4
MARKLE	010	MARK LEE ROAD	GANNS CORAL ROAD	END OF PVMT	10	10.31	2	Rural Local	1,637	20	32,740	AC	3/24/2021	5
MARSHL	010	MARSHALL ROAD	MARK LEE ROAD	OLD HWY	10	10.24	2	Rural Local	1,262	19	23,978	AC	3/24/2021	3
MHMINE	010	MARY HARRISON MINE ROAD	BEGIN OF PVMT	HWY 49	0	10	2	Rural Local	1,954	17	33,218	AC	3/31/2021	10
MAXWEL	010	MAXWELL STREET	FERRY STREET	PINE STREET	10	10.1	1	Rural Local	528	12	6,336	AC	3/25/2021	8
MCNALL	010	MC NALLY ROAD	HWY 49	END OF PVMT	10	10.11	2	Rural Local	595	22	13,090	AC	3/26/2021	8
MCCAY	010	MCCAY ROAD	HORNITOS ROAD	END OF PVMT	9.5	10	2	Rural Local	2,649	14	37,086	ST	3/27/2021	5
MEADOW	010	MEADOW LANE	TRIANGLE ROAD EAST	TRIANGLE ROAD WEST	10	12.51	2	Rural Local	13,277	26	345,202	AC	3/26/2021	77
MEPPS	010	MEPPS COURT	CREEL ROAD	END CUL DE SAC	10	10.06	2	Rural Local	304	24	7,296	AC	3/30/2021	54
MERCDO	010	MERCADO DRIVE	MERCED FALLS ROAD	195 FT SOUTH OF TORRE DRIVE	10	10.47	2	Rural Local	2,488	22	54,736	AC	3/27/2021	39
MERCDO	020	MERCADO DRIVE	195 FT SOUTH OF TORRE DRIVE	TORRE DRIVE	10.47	0	2	Rural Local	195	22	4,290	AC	3/27/2021	44
MERCDF	020	MERCED FALLS ROAD	28998 FT NORTH OF COUNTY LINE	35957 FT NORTH OF COUNTY LINE	15.49	16.81	2	Rural Major Collector	6,959	24	167,016	AC/AC	8/3/2021	71
MERCDF	030	MERCED FALLS ROAD	35957 FT NORTH OF COUNTY LINE	43045 FT NORTH OF COUNTY LINE	16.81	18.15	2	Rural Major Collector	7,088	24	170,112	AC	8/3/2021	36
MERCDF	040	MERCED FALLS ROAD	43045 FT NORTH OF COUNTY LINE	TUOLUMNE COUNTY LINE	18.15	18.87	2	Rural Major Collector	3,823	24	91,752	AC	8/3/2021	44
MERCDF	10-A	MERCED FALLS ROAD	S.COUNTY LINE	14350' N of COUNTY LINE	10	12.72	2	Rural Major Collector	14,350	22	315,700	AC	8/3/2021	67
MERCDF	10-B	MERCED FALLS ROAD	14350' N of COUNTY LINE	28998' N of COUNTY LINE	12.72	15.49	2	Rural Major Collector	14,648	22	322,256	AC	8/3/2021	65
MERCDS	010	MERCED STREET	MAIN STREET	FERRY STREET	10	10.05	2	Rural Local	277	26	7,202	AC	3/25/2021	34
MILLER	010	MILLER ROAD	HWY 140	OLD HIGHWAY	10	11.1	2	Rural Local	5,805	16	92,880	AC	3/24/2021	52
MIRASL	010	MIRASOL WAY	HERNANDEZ DRIVE	ROMERO STREET	10	10.63	2	Rural Local	3,450	23	79,350	AC	3/27/2021	44
MOJICA	010	MOJICA WAY	BANDERILLA DRIVE	DOLOROSA STREET	10	10.44	2	Rural Local	2,328	23	53,544	AC	3/27/2021	45
MONOCT	010	MONO COURT	SHOSHONE ROAD	END CUL DE SAC	10	10.06	2	Rural Local	306	24	7,344	AC	3/30/2021	8
MORMON	020	MORMON BAR CROSSING	BRIDGE (PCC)	BEN HUR	10.16	10.26	2	Rural Local	553	23	12,719	AC	3/24/2021	39
MORMON	10-A	MORMON BAR CROSSING	OLD HWY	PVMNT CHG 418' W of BRIDGE (PCC)	10	10.06	2	Rural Local	336	23	7,728	AC	3/24/2021	73
MORMON	10-B	MORMON BAR CROSSING	PVMNT CHG 418' W of BRIDGE (PCC)	BRIDGE (PCC)	10.06	10.16	2	Rural Local	494	23	11,362	AC	3/24/2021	32
MOSCA	010	MOSCA COURT	BEGIN PVMT	GRILLO DRIVE	9.91	10	2	Rural Local	492	23	11,316	AC	3/27/2021	8
MTBULL	10-A	MT. BULLION CUTOFF	HWY 140	PVMT CHG	10	11.98	2	Rural Major Collector	10,444	20	208,880	AC	3/25/2021	94
MTBULL	10-B	MT. BULLION CUTOFF	PVMNT CHG	HWY 49	11.98	13.06	2	Rural Major Collector	5,714	24	137,136	AC	3/25/2021	95
MTGANE	010	MT. GANES MINE ROAD	19082 NORTH OF HORNITOS	BEAR VALLEY ROAD	13.61	14.32	2	Rural Local	3,728	12	44,736	AC	3/30/2021	17
MTOPHR	010	MT. OPHIR ROAD	HWY 49 (SOUTH)	HWY 49 (NORTH)	10	10.65	2	Rural Local	3,421	20	68,420	AC	3/25/2021	15
MTRAYM	010	MT. RAYMOND ROAD	HWY 41	END AT FENCE	10	10.73	2	Rural Local	3,854	16	61,664	AC	3/26/2021	29
MUELLR	010	MUELLER ROAD	SMITH ROAD (WEST)	SMITH ROAD (EAST)	10	10.58	3	Rural Local	3,062	17	52,054	AC	3/24/2021	9
MYKLEO	010	MYKLEOAKS DRIVE	HWY 49	BEAR TRAP DRIVE	10	10.32	2	Rural Local	1,690	21	35,490	AC	3/30/2021	67
NARCIS	010	NARCISO WAY	HWY 132	GRANITE SPRINGS ROAD	10	10.27	2	Rural Local	1,426	25	35,650	AC	3/27/2021	20
NEVADA	010	NEVADA FALL	AHWAHNEE	END	10	10.11	2	Rural Local	581	21	12,201	AC/AC	3/26/2021	95
9THST1	010	NINTH STREET	JESSIE STREET	HWY 140	9.96	10	2	Rural Local	211	31	6,541	AC	3/24/2021	59
9THST2	010	NINTH STREET	BULLION STREET	JONES STREET	10	10.04	2	Rural Local	224	31	6,944	AC	3/24/2021	85
9THST2	020	NINTH STREET	JONES STREET	OLD HWY NORTH	10.04	10.15	2	Rural Local	568	23	13,064	AC	3/24/2021	11
OAKGRR	010	OAK GROVE ROAD	BEGINNING OF PVMT	4000 FT SOUTH OF INDIAN PEAK	14.95	17.56	2	Rural Minor Collector	13,765	19	261,535	AC	8/3/2021	34
OAKGRR	020	OAK GROVE ROAD	4000 FT SOUTH OF INDIAN PEAK	INDIAN PEAK ROAD	17.56	18.32	2	Rural Minor Collector	4,000	23	92,000	AC	8/3/2021	56
OAK121	010	OAK ROAD	FORESTA ROAD	CRANE CREEK ROAD	10	10.03	2	Rural Local	165	14	2,310	AC	3/30/2021	61
OAKRD	010	OAK ROAD	BEGIN OF PVMT	HWY 140	11.13	12.04	2	Rural Local	4,819	18	86,742	ST	3/25/2021	13
ODHWY2	010-A	OLD HIGHWAY	HWY 40	MARK TWAIN LN	10	11.73	2	Rural Local	9,158	21	192,318	AC	3/23/2021	34
ODHWY2	010-B	OLD HIGHWAY	MARK TWAIN LN	SCHOOL HOUSE RD	11.73	12.69	2	Rural Local	5,028	16	80,448	ST	3/23/2021	19
ODHWY2	010-C	OLD HIGHWAY	SCHOOL HOUSE RD	2641 OLD HWY	12.69	13.11	2	Rural Local	2,243	21	47,103	ST	3/23/2021	46

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AC (Asphalt Concrete); ST (Surface Treated)

Mariposa County- 2021 PMP Update
Section Description Inventory-Sorted by Road Name

Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
ODHWY2	010-D	OLD HIGHWAY	2641 OLD HWY	2795 OLD HWY	13.11	13.79	2	Rural Local	3,571	16	57,136	ST	3/23/2021	10
ODHWY2	010-E	OLD HIGHWAY	2795 OLD HWY	30658' W of HWY 40	13.79	15.81	2	Rural Local	10,658	21	223,818	ST	3/23/2021	13
ODHWY2	020.D	OLD HIGHWAY	BRIDGE (WHITE)	YAQUI GULCH RD	20.5	21.04	2	Rural Local	2,900	21	60,900	ST	3/23/2021	49
ODHWY2	020-A	OLD HIGHWAY	3058' E of HWY 140	3575 OLD HWY	15.81	17.67	2	Rural Local	9,828	18	176,904	ST	3/23/2021	6
ODHWY2	020-B	OLD HIGHWAY	3575 OLD HWY	WHITE ROCK RD	17.67	19.45	2	Rural Local	9,422	18	169,596	ST	3/23/2021	8
ODHWY2	020-C	OLD HIGHWAY	WHITE ROCK RD	BRIDGE (WHITE)	19.45	20.5	2	Rural Local	5,506	18	99,108	ST	3/23/2021	9
OLDHWY	10-A	OLD HIGHWAY	YAQUI GULCH RD	MARSHALL RD	21.04	23.98	2	Rural Local	15,513	20	310,260	AC/AC	3/24/2021	30
OLDHWY	10-B	OLD HIGHWAY	MARSHALL RD	HWY 49	23.98	25	2	Rural Local	5,380	20	107,600	AC/AC	3/24/2021	75
OLDHWN	010	OLD HIGHWAY NORTH	8TH STREET	HWY 140	10	11.17	2	Rural Local	6,178	21	129,738	AC	3/24/2021	34
OLDTOL	010	OLD TOLL ROAD	HORNITOS	3602 FT SOUTH OF HORITOS	10	10.68	2	Rural Minor Collector	3,602	22	79,244	AC	3/25/2021	17
OLDTOL	020	OLD TOLL ROAD	3602 FT SOUTH OF HORNITOS	14210 FT SOUTH OF HORNITOS	10.68	12.69	2	Rural Minor Collector	10,608	22	233,376	AC	3/25/2021	82
OLDTOL	030	OLD TOLL ROAD	14210 FT SOUTH OF HORNITOS	20222 SOUTH OF HORNITOS	12.69	13.83	2	Rural Minor Collector	6,012	22	132,264	AC	3/25/2021	13
OLDTOL	040	OLD TOLL ROAD	20222 FT SOUTH OF HORNITOS	27212 FT SOUTH OF HORNITOS	13.83	15.15	2	Rural Minor Collector	6,990	20	139,800	AC	3/25/2021	28
OLDTOL	050	OLD TOLL ROAD	27212 FT SOUTH OF HORNITOS	HWY 49	15.15	16.74	2	Rural Minor Collector	8,390	20	167,800	AC	3/25/2021	30
PALOMA	010	PALOMA COURT	BEGIN PVMT	GUSANILLO WAY	9.89	10	2	Rural Local	564	23	12,972	AC	3/27/2021	36
PANCHT	010	PANCHITO WAY	RANCHITO DRIVE	END	10	10.17	2	Rural Local	992	23	22,816	AC	3/27/2021	21
PARAIS	010	PARAISO BOULEVARD	DOLOROSA STREET	BANDERILLA DRIVE	10	11.31	2	Rural Local	6,943	23	159,689	AC	3/27/2021	49
PARAJE	010	PARAJE WAY	VILLARREAL DRIVE	VILLARREAL DRIVEP	10	10.58	2	Rural Local	3,062	23	70,426	AC	3/27/2021	78
PARASL	010	PARASOL COURT	JALAPA WAY	END	10	10.1	2	Rural Local	525	23	12,075	AC	3/27/2021	55
PARKCI	010	PARK CIRCLE DRIVE	GREELEY HILL ROAD (WEST)	GREELEY HILL ROAD (EAST)	10	10.34	2	Rural Local	1,809	16	28,944	AC	3/31/2021	76
PARKLN	010	PARK LANE	MAIN STREET	BROADWAY	10	10.08	2	Rural Local	410	22	9,020	AC	3/25/2021	45
PARMAB	010	PARMABELLE ROAD	HARRIS CUT OFF ROAD	END CUL DE SAC	10	10.43	2	Rural Local	2,265	24	54,360	AC	3/30/2021	8
PAUTZK	010	PAUTZKE COURT	CREEL ROAD	END CUL DE SAC	10	10.1	2	Rural Local	528	24	12,672	AC	3/30/2021	22
PENONB	010	PENON BLANCO	GRANITE SPRINGS	5636 FT EAST OF GRANITE SPRING	10	11.07	2	Rural Local	5,636	20	112,720	AC	3/27/2021	27
PENONB	020	PENON BLANCO	5636 FT EAST OF GRANITE SPRING	21495 FT EAST OF GRANITE SPR.	11.07	14.07	2	Rural Local	15,859	14	222,026	AC/AC	3/27/2021	23
PENONB	030	PENON BLANCO	21495 FT EAST OF GRANITE SPR.	22928 FT EAST OF GRANITE SPR.	14.07	14.34	2	Rural Local	1,433	14	20,062	AC	3/27/2021	43
PENONB	040	PENON BLANCO	22928 FT EAST OF GRANITE SPR.	HWY 49	14.34	14.5	2	Rural Local	862	14	12,068	AC	3/27/2021	15
PICADE	010	PICADERO WAY	RANCHITO DRIVE	BANDERILLA DRIVE	10	10.75	2	Rural Local	3,960	23	91,080	AC	3/27/2021	39
PILOTP	010	PILOT PEAK	CREEL ROAD	END OF PVMT	10	10.42	2	Rural Local	2,237	24	53,688	AC	3/30/2021	62
PINE	010	PINE	CAMPBELL STREET (WEST)	CAMPBELL STREET (EAST)	10	10.05	1	Rural Local	264	12	3,168	AC	3/31/2021	16
PINERR	010	PINE DRIVE	DEXTER ROAD	END OF PVMT	10	10.21	2	Rural Local	1,087	20	21,740	AC	3/31/2021	29
PINES1	010	PINE STREET	WATER STREET	MAIN STREET	0	10	2	Rural Local	240	27	6,480	AC	3/25/2021	59
PINES2	010	PINE STREET	BEGIN PVMT	MAXWELL STREET	9.94	10	1	Rural Local	325	15	4,875	AC	3/26/2021	32
PINES3	010	PINE STREET	LAUREL WAY	END OF PVMT	10	10.07	2	Rural Local	391	15	5,865	AC	3/26/2021	23
PINETP	010	PINE TOP DRIVE	MEADOW LANE	END	10	10.61	2	Rural Local	3,236	19	61,484	AC	3/26/2021	21
PINEYC	010	PINEY CREEK ROAD	BEGIN PVMT	10198 PINEY CREEK RD	9.31	9.48	2	Rural Local	3,669	17	62,373	AC	3/31/2021	74
PINEYC	020	PINEY CREEK ROAD	10198 PINEY CREEK RD	HWY 132	9.48	10	2	Rural Local	2,741	17	46,597	AC	3/31/2021	22
PIUTE	010	PIUTE COURT	PILOT PEAK ROAD	END CUL DE SAC	10	10.08	2	Rural Local	425	24	10,200	AC	3/30/2021	8
PONDCT	010	PONDEROSA COURT	HARRIS ROAD	END CUL DE SAC	10	10.14	2	Rural Local	742	28	20,776	AC	3/30/2021	26
PONDRW	010	PONDEROSA WAY	HWY 140	END OF PVMT	10	10.56	2	Rural Local	2,971	16	47,536	ST	3/25/2021	33
PRIEST	010	PRIEST	GREELEY HILL ROAD	TUOLUMNE COUTNY LINE	10	12.62	2	Rural Minor Collector	13,812	20	276,240	AC	3/25/2021	86
PRINCT	010	PRINCETON WAY	BEGIN PVMT	HWY 49	9.57	10	2	Rural Local	2,269	20	45,380	AC	3/30/2021	54
RAILRD	010	RAILROAD AVENUE	FOREST DRIVE	END	10	10.24	2	Rural Local	1,267	14	17,738	AC	3/26/2021	40
RNBWFL	010	RAINBOW FALLS	CLOUDS REST	END	10	10.11	2	Rural Local	605	24	14,520	AC	3/26/2021	18
RNBWRD	010	RAINBOW ROAD	HARRIS CUT OFF ROAD	END CUL DE SAC	10	10.32	2	Rural Local	1,690	24	40,560	AC	3/30/2021	9
RNBWVI	010	RAINBOW VIEW	BEGIN PVMT	MEADOW LANE	0	10	2	Rural Local	541	19	10,279	AC	3/26/2021	9
RNCHTO	010	RANCHITO DRIVE	HAYWARD ROAD	CARILLO WAY	10	11.02	2	Rural Minor Collector	5,400	24	129,600	AC	8/3/2021	85
RNCHTO	020	RANCHITO DRIVE	CARRILLO WAY	MERCED FALLS	11.02	14.02	2	Rural Minor Collector	15,855	29	459,795	AC	8/3/2021	67
RASTRO	010	RASTRO WAY	BANDERILLA DRIVE	ZAMORA STREET	10	10.38	2	Rural Local	1,984	23	45,632	AC	3/27/2021	37
RASTRO	020	RASTRO WAY	ZAMORA STREET	LAREDO STREET	10.38	10.68	2	Rural Local	1,620	23	37,260	AC	3/27/2021	43
REDIBI	010	RED IBIS COURT	COACHMAN ROAD	END CUL DE SAC	10	10.1	2	Rural Local	546	22	12,012	AC	3/30/2021	3
RIBBON	010	RIBBON FALL	BEGIN PVMT	GLACIER POINT	9.89	10	2	Rural Local	581	21	12,201	AC	3/26/2021	12
RINCON	010	RINCON COURT	BEGIN PVMT	MIRASOL WAY	9.89	10	2	Rural Local	584	23	13,432	AC	3/31/2021	37
RIVERD	010	RIVER ROAD	1033 FT SOUTH OF CHILNUALNA	CHILNUALNA FALLS ROAD	9.8	10	1	Rural Local	1,033	14	14,462	AC	3/26/2021	50
ROMERO	010	ROMERO STREET	BEGIN PVMT	HERNANDEZ DRIVE	9.75	10	2	Rural Local	1,300	23	29,900	AC	3/27/2021	57
ROSACT	010	ROSA COURT	BEGIN PVMT	MARAVILLA DRIVE	9.88	10	2	Rural Local	641	23	14,743	AC	3/31/2021	21
ROSALN	010	ROSALINDA COURT	JALISCO WAY	END	10	10.11	2	Rural Local	566	24	13,584	AC	3/27/2021	21
ROYALA	010	ROYAL ARCHES	MEADOW LANE	MEADOW LANE	10	10.53	2	Rural Local	2,824	22	62,128	AC	3/26/2021	63
SCHILL	010	SCHILLING ROAD	BEGIN PVMT	DOGTOWN ROAD	10	10.81	2	Rural Local	4,260	19	80,940	AC/AC	3/31/2021	58
SCHOOL	010	SCHOOL LANE	HWY 49	END OF PVMT	10	10.21	1	Rural Local	1,115	14	15,610	AC	3/30/2021	19
SCHLHS	010	SCHOOLHOUSE ROAD	OLD HWY	HWY 140	10	11.96	2	Rural Local	10,330	18	185,940	AC	3/23/2021	59
SCOTT	010	SCOTT ROAD	JERSEYDALE ROAD	DOUBLE EAGLE ROAD	10	11.29	2	Rural Minor Collector	6,797	22	149,534	AC	3/26/2021	12
SEBAST	010	SEBASTOPAL ROAD	END OF PAVEMENT	HWY 49	10	10.62	2	Rural Local	3,278	24	78,672	ST	3/26/2021	34
2NDST	010	SECOND STREET	BULLION STREET	END	10	10.02	2	Rural Local	100	28	2,800	AC	3/24/2021	7
SENTIN	010	SENTINAL DOME	CATHEDRAL SPIRES	END	10	10.05	2	Rural Local	282	20	5,640	AC	3/26/2021	15
7THST	010-A	SEVENTH STREET	BULLION ST	JONES ST	10.1	10.15	2	Rural Local	290	30	8,700	AC	3/24/2021	13

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7THST	010-B	SEVENTH STREET	HWY 140	BULLION ST	10.05	0	2	Rural Local	260	40	10,400	AC	3/24/2021	16
7THST	010-C	SEVENTH STREET	END OF PAVEMENT	HWY 140	10	10.05	2	Rural Local	242	17	4,114	AC	3/24/2021	7
SHERLO	010	SHERLOCK ROAD	WHITLOCK ROAD	5900 SHERLOCK RD	10	11.39	2	Rural Minor Collector	7,362	25	184,050	AC/AC	8/3/2021	69
SHERLO	020	SHERLOCK ROAD	5900 SHERLOCK RD	END OF PVMT	11.39	11.73	2	Rural Minor Collector	1,810	17	30,770	AC	8/3/2021	40
SHERLO	030	SHERLOCK ROAD	12569 FT NORTH OF WHITLOCK	COLORADO ROAD	12.29	13.53	2	Rural Minor Collector	6,553	16	104,848	AC	8/3/2021	33
SHOSHO	010	SHOSHONE ROAD	PILOT PEAK ROAD	975 FT NORTH OF PILOT PEAK RD	10	10.18	2	Rural Local	975	24	23,400	AC	3/30/2021	32
SHOSHO	020	SHOSHONE ROAD	975 FT NORTH OF PILOT PEAK ROD	CREEL ROAD	10.18	0	2	Rural Local	767	24	18,408	AC	3/30/2021	50
SIERRA	010	SIERRA DRIVE	DEXTER ROAD	PINE DRIVE	10	10.32	1	Rural Local	1,675	21	35,175	AC	3/31/2021	22
SILVA	010	SILVA ROAD	HWY 49	CARLTON ROAD	10	11.092	2	Rural Minor Collector	5,766	22	126,847	AC/AC	8/3/2021	96
SILVA	020	SILVA ROAD	COLE ROAD	6254 FT NORTH OF COLE ROAD	12.24	13.42	2	Rural Minor Collector	6,254	27	168,858	AC/AC	8/3/2021	53
SILVA	030	SILVA ROAD	6254 FT NORTH OF COLE ROAD	TRIANGLE ROAD	13.42	14.36	2	Rural Minor Collector	4,963	24	119,112	AC	8/3/2021	38
SILVERB	010	SILVER BAR ROAD	1018 FT SOUTH OF SULLIVAN	SULLIVAN ROAD	15.76	15.95	2	Rural Minor Collector	1,018	22	22,396	AC	3/30/2021	95
SILVERB	020	SILVER BAR ROAD	SULLIVAN ROAD	BEN HUR ROAD (NORTH)	15.95	16.83	2	Rural Minor Collector	4,658	22	102,476	AC	3/30/2021	68
SILVRD	010	SILVER DOCTOR COURT	END CUL DE SAC	HARRIS CUT OFF ROAD	9.91	10	2	Rural Local	475	18	8,550	AC	3/30/2021	9
SILVER	010	SILVER STRAND FALL	BEGIN PVMT	ROYAL ARCHES	9.89	10	2	Rural Local	572	17	9,724	AC	3/26/2021	24
6THST	10-A	SIXTH STREET	STROMING ST	HWY 140	10	10.04	2	Rural Local	235	28	6,580	AC	3/24/2021	10
6THST	10-B	SIXTH STREET	HWY 140	BULLION ST	10.04	10.09	2	Rural Local	268	40	10,720	AC	3/24/2021	4
6THST	10-C	SIXTH STREET	BULLION ST	MARIPOSA ST	10.09	10.26	2	Rural Local	890	28	24,920	AC	3/24/2021	37
SMITHR	010	SMITH ROAD	STATE HWY 49 NORTH	STATE HWY 140	10	10.6	2	Rural Local	3,168	24	76,032	AC/AC	3/24/2021	54
SMITHS	010	SMITH STATION ROAD	GREELEY HILL ROAD	TUOLUMNE COUNTY LINE	10	13.76	2	Rural Major Collector	19,840	24	476,160	AC/AC	8/3/2021	84
SNOWCR	010	SNOW CREEK FALL	ROYAL ARCHES	END	10	10.11	2	Rural Local	565	24	13,560	AC	3/26/2021	36
SNYDRC	010	SNYDER CREEK DRIVE	HITES COVE ROAD	SNYDER RIDGE ROAD	10	10.44	2	Rural Local	2,312	24	55,488	AC	3/26/2021	25
SNYDRR	010	SNYDER RIDGE ROAD	HITES COVE ROAD	SNYDER CREEK ROAD	10	10.78	2	Rural Local	4,118	22	90,596	AC	3/26/2021	17
SPRECK	010	SPECKLED COURT	HARRIS CUT OFF ROAD	END CUL DE SAC	10	10.08	2	Rural Local	440	22	9,680	AC	3/30/2021	9
SPELTR	010	SPELT ROAD	CHILNUALNA FALLS ROAD	END OF PVMT	10	10.23	1	Rural Local	1,221	15	18,315	AC	3/26/2021	59
STAIRC	010	STAIRCASE FALLS	CLOUDS REST	END	10	10.08	2	Rural Local	422	23	9,706	AC	3/26/2021	4
STOCKC	010	STOCKTON CREEK ROAD	HWY 49	END OF PVMT	10	10.73	1	Rural Local	3,844	15	57,660	AC	3/24/2021	11
STOCKS	010	STOCKTON STREET	WEST STREET	HWY 49	10	10.17	2	Rural Local	908	17	15,436	AC	3/25/2021	60
STROMG	010	STROMING ROAD	END OF PAVEMENT	BRIDGE AT 8TH STREET	0	0	2	Rural Local	721	15	10,815	AC	3/25/2021	3
STROMG	020	STROMING ROAD	BRIDGE AT 8TH STREET	177 FT SOUTH OF BRIDGE	10.14	10.17	2	Rural Local	177	16	2,832	AC	3/25/2021	21
STUMPF	010	STUMPFIELD MT. ROAD	HWY 49	END OF PVMT	9.92	10	2	Rural Local	400	25	10,000	AC	3/26/2021	61
SULLIV	010	SULLIVAN ROAD	SILVER BAR ROAD	END OF PVMT	10	10.39	2	Rural Local	2,045	15	30,675	ST	3/30/2021	22
SUMMIT	010	SUMMIT ROAD	HWY 49	END OF PVMT	10	10.8	2	Rural Major Collector	4,250	26	110,500	AC	3/26/2021	51
10THS2	010	TENTH STREET	JESSIE STREET	HWY 140	9.06	10	2	Rural Local	211	28	5,908	AC	3/24/2021	8
10THST	010	TENTH STREET	BULLION ROAD	JONES ROAD	10	10.05	2	Rural Local	285	45	12,825	AC	3/24/2021	71
10THST	020	TENTH STREET	JONES STREET	OLD HWY	10.05	10.13	2	Rural Local	400	15	6,000	AC	3/24/2021	15
TEXASH	010	TEXAS HILL	DOGTOWN ROAD	END OF PVMT	10	10.54	2	Rural Local	2,829	20	56,580	AC	3/31/2021	69
3RDST1	010	THIRD STREET	HWY 49	END	10	10.08	2	Rural Local	422	25	10,550	AC	3/24/2021	30
13THST	010	THIRTEENTH STREET	CHARLES STREET	JONES STREET	10	10.12	2	Rural Local	634	19	12,046	AC	3/24/2021	24
TIPTOP	010	TIP TOP ROAD	HWY 49	TRIANGLE ROAD	10	12.52	2	Rural Local	13,318	24	319,632	AC/AC	3/26/2021	59
TORITO	010	TORITO WAY	HERNANDEZ DRIVE	VEREDITA STREET	10	10.58	2	Rural Local	3,039	23	69,897	AC	3/27/2021	55
TORRE	010	TORRE DRIVE	ZELMA WAY	MERCED FALLS ROAD	10	10.67	2	Rural Local	3,520	23	80,960	AC	3/27/2021	32
TRABUC	010	TRABUCCO STREET	MARIPOSA STREET	END AT GATE	10	10.04	2	Rural Local	211	18	3,798	AC	3/24/2021	5
TRIANG	010A	TRIANGLE ROAD	HWY 140	CARLETON RD (PM 11.8)	10	15.375	2	Rural Major Collector	9,504	22	209,088	AC/AC	8/3/2021	68
TRIANG	010B	TRIANGLE ROAD	CARLETON RD(PM 11.8)	PM 14.11	11.8	14.1	2	Rural Major Collector	12,197	22	268,334	AC/AC	9/1/2021	10
TRIANG	010C	TRIANGLE ROAD	PM 14.11	3984 TRIANGLE RD	14.1	15.3	2	Rural Major Collector	6,336	22	139,392	AC	12/13/2019	10
TRIANG	010D	TRIANGLE ROAD	3984 TRIANGLE RD	BRIDGE WEST OF DARRAH RD	15.3	16.375	2	Rural Major Collector	5,623	22	123,706	AC	8/3/2021	68
TRIANG	020	TRIANGLE ROAD	BRIDGE	MEADOW LANE (EAST)	16.375	17.91	2	Rural Major Collector	8,097	22	178,134	AC	8/3/2021	58
TRIANG	030	TRIANGLE ROAD	MEADOW LANE (EAST)	HWY 49	17.91	21.56	2	Rural Major Collector	19,285	24	462,840	AC	8/3/2021	65
TROWER	10-A	TROWER ROAD	HWY 140 (WEST)	178' W of HWY 140	11.61	11.58	2	Rural Local	178	14	2,492	GRAVEL	-	-
TROWER	10-B	TROWER ROAD	862' W of HWY 140	1198' W of HWY 140 (PRIVATE)	11.45	11.39	2	Rural Local	336	14	4,704	GRAVEL	-	-
TULPIN	010	TULPIN WAY	GRANITE SPRINGS ROAD	GRILLO WAY	10	10.22	2	Rural Local	1,157	23	26,611	AC	3/27/2021	25
12THST	010-A	TWELFTH STREET	BULLION ST	JONES ST	10.08	10.15	2	Rural Local	269	23	6,187	AC	3/24/2021	54
12THST	010-B	TWELFTH STREET	HWY 140	BULLION ST	10	10.08	2	Rural Local	433	23	9,959	AC	3/24/2021	55
12THST	010-C	TWELFTH STREET	JESSIE ST	HWY 140	9.08	10	2	Rural Local	88	23	2,024	AC	3/24/2021	11
BULLNX	010	UPPER BULLION STREET	CAMPBELL STREET	JONES STREET	10	10.07	2	Rural Local	375	22	8,250	AC	3/26/2021	18
USONA	010	USONA ROAD	INDIAN PEAK ROAD	24283 FT SOUTH OF HWY 49	10	10.96	2	Rural Minor Collector	5,061	20	101,220	AC	8/3/2021	23
USONA	020	USONA ROAD	19641 FT SOUTH OF HWY 49	HWY 49	12.9	15.78	2	Rural Minor Collector	19,461	23	447,603	AC/AC	8/3/2021	54
VARAIN	010	VARAIN ROAD	BEGIN PVMT	HWY 49	9.46	10	2	Rural Local	2,851	19	54,169	AC	3/26/2021	10
VARDEN	010	VARDEN	CHOWCHILLA MOUNTAIN ROAD	END CUL DE SAC	10	10.11	2	Rural Local	565	18	10,170	AC	3/31/2021	4
VEREDI	010	VEREDITA STREET	HERNANDEZ DRIVE	VILLARREAL DRIVE	10	10.51	2	Rural Local	2,675	23	61,525	AC	3/27/2021	47
VERNAL	010	VERNAL FALLS	BEGIN PVMT	AHWAHNEE	9.93	10	2	Rural Local	357	18	6,426	AC	3/26/2021	44
VILLAR	010	VILLARREAL DRIVE	RANCHITO DRIVE	BANDERILLA DRIVE	10	11.54	2	Rural Local	8,118	25	202,950	AC	3/27/2021	70
VIOLET	010	VIOLETA WAY	GRILLO WAY	CHICHARRA WAY	10	10.43	2	Rural Local	2,270	23	52,210	AC	3/27/2021	20
WAGNER	010	WAGNER ROAD	BEGIN PVMT	ERNST ROAD	11.12	11.51	2	Rural Local	2,071	16	33,136	AC	3/31/2021	20
WASSRD	010	WASS ROAD	HWY 49	HWY 49	10	10.85	2	Rural Local	4,488	22	98,736	AC/AC	3/26/2021	75

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AC (Asphalt Concrete); ST (Surface Treated)

Mariposa County- 2021 PMP Update
Section Description Inventory-Sorted by Road Name

Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
WATER	010	WATER STREET	FERRY STREET	MAIN STREET	10	10.21	2	Rural Local	1,112	20	22,240	AC	3/25/2021	57
WATTRD	010	WATT ROAD EXTENTION	HWY 49	5041 WATT ROAD EXT.	10	10.19	2	Rural Local	1,009	18	18,162	AC	3/26/2021	25
WBRUCE	010	WEST BRUCE ROAD	CHILNUALNA FALLS ROAD	EAST BRUCE ROAD	10	10.28	1	Rural Local	1,475	14	20,650	AC	3/26/2021	53
WESTST	010	WEST STREET	END OF PVMT	HWY 49	9.87	10	2	Rural Local	670	20	13,400	AC	3/25/2021	47
WHEELG	010	WHEELER GULCH	HWY 132	PARK KIOSK	10	10.35	2	Rural Local	1,856	20	37,120	AC	3/31/2021	19
WHITEC	010	WHITE CHIEF MT. ROAD	BEGIN PVMT	HWY 41	9.76	10	2	Rural Local	1,267	19	24,073	AC	3/26/2021	4
WHTROC	020-A	WHITE ROCK ROAD	25000' N of COUNTY LINE	CREEK BRIDGE	14.73	18.28	2	Rural Local	18,713	16	299,408	AC	3/23/2021	10
WHTROC	020-B	WHITE ROCK ROAD	CREEK BRIDGE	400' N of W WESTFALL	18.28	21.32	2	Rural Local	16,046	16	256,736	AC	3/23/2021	26
WHTROC	030	WHITE ROCK ROAD	BEGIN PVMT 5264 FT E OLD HWY	OLD HWY	28.78	29.77	2	Rural Local	5,264	16	84,224	AC	3/23/2021	11
WHTROC	10-A	WHITE ROCK ROAD	MERCED COUNTY LINE	BEND IN ROAD	10	11.7	2	Rural Local	8,963	16	143,408	AC	3/23/2021	23
WHTROC	10-B	WHITE ROCK ROAD	BEND IN ROAD	13000' E of COUNTY LINE	11.7	12.46	2	Rural Local	4,037	14	56,518	AC	3/23/2021	19
WHTROC	10-C	WHITE ROCK ROAD	13000' E of COUNTY LINE	25000' E of COUNTY LINE	12.46	14.73	2	Rural Local	12,000	16	192,000	AC	3/23/2021	17
WHITLW	010	WHITLOCK ROAD	HWY 49	4750 FT EAST OF HWY 49	10	10.9	2	Rural Major Collector	4,750	23	109,250	AC	3/24/2021	95
WHITLE	010-A	WHITLOCK ROAD	CRYSTAL AIRE DR	HWY 140	19.15	20.42	2	Rural Major Collector	6,713	21	140,973	AC/AC	8/3/2021	69
WHITLE	010-B	WHITLOCK ROAD	100' W of COLORADO RD	CRYSTAL AIRE DR	17.95	0	2	Rural Major Collector	6,361	21	133,581	AC	3/25/2021	68
WHITLE	010-C	WHITLOCK ROAD	SHERLOCK RD	100' W of COLORADO RD	15.77	17.95	2	Rural Major Collector	11,526	21	242,046	AC/AC	3/25/2021	38
WHITLW	020	WHITLOCK ROAD	4750 FT EAST OF HWY 49	22570 FT EAST OF HWY 49	10.9	14.27	2	Rural Major Collector	17,820	18	320,760	AC	3/24/2021	95
WHITLW	030	WHITLOCK ROAD	BEGIN PVMT 22572 FT EAST HWY49	SHERLOCK ROAD	14.27	15.59	2	Rural Major Collector	6,965	25	174,125	AC	3/24/2021	29
WOODLA	10-A	WOODLAND DRIVE	HWY 49	2300' from HWY 49	10	10.44	2	Rural Minor Collector	2,300	22	50,600	ST	8/3/2021	68
WOODLA	10-B	WOODLAND DRIVE	2300' from HWY 49	END	10.44	10.8	2	Rural Minor Collector	1,900	22	41,800	ST	8/3/2021	33
WORMAN	010	WORMAN ROAD	HWY 49	END OF PVMT	10	10.89	2	Rural Local	4,697	17	79,849	AC	3/26/2021	27
YAQUIG	010	YAQUI GULCH ROAD	OLD HIGHWAY	HWY 140	10	13.2	2	Rural Minor Collector	16,883	26	438,958	AC/AC	3/23/2021	89
YOSEAV	010	YOSEMITE AVENUE	YOSEMITE PINES	END	10	10.12	1	Rural Local	623	12	7,476	AC	3/26/2021	52
YOSEMF	010	YOSEMITE FALL	AHWAHNEE	END	10	10.12	2	Rural Local	618	16	9,888	AC	3/26/2021	20
YOSEMP	010	YOSEMITE PINES	BEGIN @ GATE	CHILNUALNA FALLS ROAD	0	10	1	Rural Local	581	12	6,972	AC	3/26/2021	34
ZAMORA	010	ZAMORA STREET	RASTRO WAY	LAREDO STREET	10	10.14	2	Rural Local	750	23	17250	AC	3/27/2021	69
ZARZAL	010	ZARZAL COURT	RANCHTIO DRIVE	END	10	10.12	2	Rural Local	623	23	14329	AC	3/27/2021	8
ZARZO	010	ZARZO WAY	LAZO WAY	CORONADO DRIVE	10	10.27	2	Rural Local	1424	23	32752	AC	3/27/2021	55
ZELMA	010	ZELMA WAY	RANCHITO DRIVE	TORRE DRIVE	10	10.91	2	Rural Local	4802	23	110446	AC	3/27/2021	46

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AC (Asphalt Concrete); ST (Surface Treated)

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Section Description Inventory – Sorted by Descending PCI

Mariposa County- 2021 PMP Update
Section Description Inventory-Sorted by Descending PCI

Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
TRIANG	010B	TRIANGLE ROAD	CARLETON RD(PM 11.8)	PM 14.11	11.8	14.1	2	Rural Major Collector	12,197	22	268,334	AC/AC	9/1/2021	10
TRIANG	010C	TRIANGLE ROAD	PM 14.11	3984 TRIANGLE RD	14.1	15.3	2	Rural Major Collector	6,336	22	139,392	AC	12/13/2019	10
BULION	020	BULLION STREET	JONES STREET	SECOND STREET	10	10.88	2	Rural Minor Collector	4,666	34	158,644	AC/AC	3/24/2021	98
BENHUR	020	BEN HUR ROAD	26595 FT NORTH OF COUNTY LINE	38278 FT NORTH OF COUNTY LINE	15	17.213	2	Rural Major Collector	11,683	20	233,660	AC	8/3/2021	97
SILVA	010	SILVA ROAD	HWY 49	CARLTON ROAD	10	11.092	2	Rural Minor Collector	5,766	22	126,847	AC/AC	8/3/2021	96
BRVLYT	010	71A	HWY 49	FORK	10	0	2	Rural Local	112	16	1,792	AC	3/30/2021	95
MTBULL	10-B	MT. BULLION CUTOFF	PVMNT CHG	HWY 49	11.98	13.06	2	Rural Major Collector	5,714	24	137,136	AC	3/25/2021	95
NEVADA	010	NEVADA FALL	AHWAHNEE	END	10	10.11	2	Rural Local	581	21	12,201	AC/AC	3/26/2021	95
SILVERB	010	SILVER BAR ROAD	1018 FT SOUTH OF SULLIVAN	SULLIVAN ROAD	15.76	15.95	2	Rural Minor Collector	1,018	22	22,396	AC	3/30/2021	95
WHITLW	010	WHITLOCK ROAD	HWY 49	4750 FT EAST OF HWY 49	10	10.9	2	Rural Major Collector	4,750	23	109,250	AC	3/24/2021	95
WHITLW	020	WHITLOCK ROAD	4750 FT EAST OF HWY 49	22570 FT EAST OF HWY 49	10.9	14.27	2	Rural Major Collector	17,820	18	320,760	AC	3/24/2021	95
ELPORD	010	EL PORTAL ROAD	HWY 140	FORESTA ROAD	10	10.09	2	Rural Local	481	22	10,582	AC	3/25/2021	94
INCLIN	010	INCLINE ROAD	GATE END OF PVMT	SPUR ROAD	6.5	10	1	Rural Local	18,478	13	240,214	AC	3/25/2021	94
MTBULL	10-A	MT. BULLION CUTOFF	HWY 140	PVMT CHG	10	11.98	2	Rural Major Collector	10,444	20	208,880	AC	3/25/2021	94
DOGTWN	010	DOGTOWN ROAD	GREELY HILL ROAD (NR MAIN ST)	SCHILLING ROAD	10	12.21	2	Rural Minor Collector	19,360	17	329,120	AC	8/3/2021	93
BONDUR	010	BONDURANT	DOGTOWN ROAD	END OF PVMT	10	11.31	1	Rural Local	6,917	10	69,170	AC	3/31/2021	91
DOGTWN	030	DOGTOWN ROAD	5246 FT NORTH OF SCHILLING RD	END OF PVMT	13.21	15.82	2	Rural Minor Collector	14,760	20	295,200	AC	8/3/2021	90
YAQUIG	010	YAQUI GULCH ROAD	OLD HIGHWAY	HWY 140	10	13.2	2	Rural Minor Collector	16,883	26	438,958	AC/AC	3/23/2021	89
COLE	010	COLE ROAD	DARRAH ROAD	4401 FT NORTH OF DARRAH ROAD	10	10.83	2	Rural Major Collector	4,401	19	83,619	AC	8/3/2021	88
CWCHRD	020	CHOWCHILLA MT. ROAD	EAST WESTFALL ROAD	HARRIS CUT OFF ROAD	10.86	11.76	2	Rural Major Collector	4,739	22	104,258	AC	8/3/2021	86
HRSCUT	010A	HARRIS CUTOFF ROAD	CHOWCHILLA MOUNTAIN RD (SOUTH)	HARRIS RD	10	11.93	2	Rural Major Collector	6,336	26	164,736	AC	9/27/2021	86
PRIEST	010	PRIEST	GREELEY HILL ROAD	TUOLUMNE COUTNY LINE	10	12.62	2	Rural Minor Collector	13,812	20	276,240	AC	3/25/2021	86
9THST2	010	NINTH STREET	BULLION STREET	JONES STREET	10	10.04	2	Rural Local	224	31	6,944	AC	3/24/2021	85
RNCHTO	010	RANCHITO DRIVE	HAYWARD ROAD	CARILLO WAY	10	11.02	2	Rural Minor Collector	5,400	24	129,600	AC	8/3/2021	85
SMITHS	010	SMITH STATION ROAD	GREELEY HILL ROAD	TUOLUMNE COUNTY LINE	10	13.76	2	Rural Major Collector	19,840	24	476,160	AC/AC	8/3/2021	84
CARTER	020	CARTER ROAD	6280 FT NORTH OF END OF PVMT	END OF SECOND PVMT SECTION	11.27	11.37	2	Rural Local	530	14	7,420	AC	3/26/2021	83
FRNRRD	10-B	FOURNIER ROAD	PVMT CHG	JOE HOWARD ST	10.05	10.2	2	Rural Local	789	16	12,624	AC	3/26/2021	82
HUNTER	010-E	HUNTERS VALLEY ROAD	PVT CHG	PVT CHG	13.22	13.49	2	Rural Minor Collector	1,432	16	22,912	AC	8/3/2021	82
OLDTOL	020	OLD TOLL ROAD	3602 FT SOUTH OF HORNITOS	14210 FT SOUTH OF HORNITOS	10.68	12.69	2	Rural Minor Collector	10,608	22	233,376	AC	3/25/2021	82
DARRAH	010	DARRAH ROAD	HWY 49	TRIANGLE ROAD	10	14.92	2	Rural Major Collector	25,958	25	648,950	AC	8/3/2021	81
JONES	030	JONES STREET	BRIDGE	PVMT CHANGE AT 7TH STREET	10.39	0	2	Rural Local	1,716	28	48,048	AC	3/24/2021	81
MAINST	020	MAIN STREET	CHINATOWN MAIN STREET	GREELEY HILL ROAD	10.3	10.42	2	Rural Major Collector	648	25	16,200	AC	8/3/2021	81
ELCAPT	010	EL CAPTITAN	CLOUDS REST	MEADOW LANE	10	10.41	2	Rural Local	2,180	21	45,780	AC	3/26/2021	80
ILLILO	010	ILLILOUTTE FALLS W	BEGIN PVMT	CLOUDS REST	9.94	10	2	Rural Local	337	22	7,414	AC	3/26/2021	79
HRSCUT	010B	HARRIS CUTOFF ROAD	HARRIS RD	CHOWCHILLA MOUNTAIN RD (NORTH)	10	11.93	2	Rural Major Collector	3,872	26	100,672	AC	8/3/2021	78
PARAJE	010	PARAJE WAY	VILLARREAL DRIVE	VILLARREAL DRIVEP	10	10.58	2	Rural Local	3,062	23	70,426	AC	3/27/2021	78
BENHUR	045	BEN HUR ROAD	BUCKEYE ROAD	SILVER BAR ROAD (N)	23.87	26.46	2	Rural Major Collector	10,900	22	239,800	AC	8/3/2021	77
GREELY	010	GREELEY HILL ROAD	HWY 49	7775 FT FROM HWY 49	10	11.47	2	Rural Major Collector	7,775	25	194,375	AC	8/3/2021	77
MEADOW	010	MEADOW LANE	TRIANGLE ROAD EAST	TRIANGLE ROAD WEST	10	12.51	2	Rural Local	13,277	26	345,202	AC	3/26/2021	77
DEXTRR	010	DEXTER ROAD	FISKE ROAD	END OF PVMT	10	12.46	2	Rural Local	12,995	21	272,895	AC	3/31/2021	76
FORST2	10-B	FOREST DRIVE	MARIPOSACOUNTY ROAD LINE	END AT CAMP WAWONA	10.81	11.22	2	Rural Local	2,169	19	41,211	AC	3/26/2021	76
PARKCI	010	PARK CIRCLE DRIVE	GREELEY HILL ROAD (WEST)	GREELEY HILL ROAD (EAST)	10	10.34	2	Rural Local	1,809	16	28,944	AC	3/31/2021	76
ASHWOR	010	ASHWORTH ROAD	BEGIN PVMT @ SILVERLAKE RD	4582 ASHWORTH RD	11.5	12.83	2	Rural Minor Collector	7,009	21	147,189	AC	8/3/2021	75
BRVLY	040	BEAR VALLEY ROAD	4607 BEAR VALLEY RD	HWY 49	18.41	20.36	2	Rural Minor Collector	10,311	25	257,775	AC/AC	8/3/2021	75
BENHUR	050	BEN HUR ROAD	SILVER BAR ROAD	HWY 49	26.46	27.85	2	Rural Major Collector	9,800	20	196,000	AC/AC	8/3/2021	75
HIDALG	010	HIDALGO	HWY 132	BANDERILLA DRIVE	10	10.51	2	Rural Minor Collector	2,673	24	64,152	AC	8/3/2021	75
HORNIT	030	HORNITOS ROAD	53732 FT SOUTH OF COUNTY LINE	HWY 140	20.17	26.22	2	Rural Major Collector	31,920	26	829,920	AC	8/3/2021	75
OLDHWY	10-B	OLD HIGHWAY	MARSHALL RD	HWY 49	23.98	25	2	Rural Local	5,380	20	107,600	AC/AC	3/24/2021	75
WASSRD	010	WASS ROAD	HWY 49	HWY 49	10	10.85	2	Rural Local	4,488	22	98,736	AC/AC	3/26/2021	75
CEMTRY	010	CEMETERY	BEGIN PVMT	FOURNIER STREET	0	10	2	Rural Local	390	28	10,920	AC	3/30/2021	74
8THST	020	EIGHTH STREET	HWY 140	MARIPOSA HIGH SCHOOL	10.04	10.22	2	Rural Local	955	28	26,740	AC	3/24/2021	74
GREELY	030	GREELEY HILL ROAD	12560 FT FROM HWY 49	52499 FT FROM HWY 49	12.38	19.94	2	Rural Major Collector	39,939	25	998,475	AC/AC	8/3/2021	74
INDNP2	10-B	INDIAN PEAK ROAD	4797 INDIAN PEAK RD	HWY 49	15.62	18.09	2	Rural Minor Collector	13,063	19	248,197	ST	3/26/2021	74
LARKE	010	LARKE STREET	CHILNUALNA FALLS ROAD	LOOP ROAD	10	10.08	2	Rural Local	422	20	8,440	AC	3/26/2021	74
PINEYC	010	PINEY CREEK ROAD	BEGIN PVMT	10198 PINEY CREEK RD	9.31	9.48	2	Rural Local	3,669	17	62,373	AC	3/31/2021	74
AHWNRD	010	AHWANHEE ROAD	MEADOW LANE	GLACIER POINT	10	10.45	2	Rural Local	2,366	20	47,320	AC	3/26/2021	73
CWCHRD	010	CHOWCHILLA MT. ROAD	HWY 49	EAST WESTFALL ROAD	10	10.86	2	Rural Major Collector	4,547	27	122,769	AC	8/3/2021	73
FERRYR	010	FERRY ROAD	WATER STREET	MAXWELL STREET	10	10.05	2	Rural Local	247	24	5,928	AC	3/25/2021	73
HUNTER	010-C	HUNTERS VALLEY ROAD	PVT CHG	PVT CHG	11.62	11.79	2	Rural Minor Collector	912	23	20,976	AC	8/3/2021	73
JESSIE	10-B	JESSIE STREET	10TH ST	9TH ST	10.12	10.17	2	Rural Major Collector	284	24	6,816	AC/AC	8/3/2021	73
MORMON	10-A	MORMON BAR CROSSING	OLD HWY	PVMNT CHG 418' W of BRIDGE (PCC)	10	10.06	2	Rural Local	336	23	7,728	AC	3/24/2021	73
CARLTN	010	CARLETON ROAD	SILVA ROAD	TRIANGLE ROAD	10	12.84	2	Rural Minor Collector	14,982	23	344,586	AC/AC	8/3/2021	72
EWSTFL	020	EAST WESTFALL ROAD	BEGIN PVMT	CHOWCHILLA MTN	12.84	13.87	2	Rural Minor Collector	5,426	24	130,224	AC	8/3/2021	72
FISKE	010	FISKE ROAD	GREELEY HILL ROAD	DEXTER ROAD	10	11.48	2	Rural Minor Collector	7,800	24	187,200	AC	8/3/2021	71
GOLFIT	010	GOLFITO WAY	GAZA WAY	RANCHITO DRIVE	10	10.17	2	Rural Local	878	23	20,194	AC	3/27/2021	71
INDNP1	030	INDIAN PEAK ROAD	BRONCO HOLLOW ROAD	HIRSCH ROAD	12.66	13.67	2	Rural Minor Collector	5,307	23	122,061	ST	3/26/2021	71

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AC (Asphalt Concrete); ST (Surface Treated)

Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
KOKANE	010	KOKANEE ROAD	HARRIS CUT OFF ROAD	END CUL DE SAC	10	10.29	2	Rural Local	1,543	26	40,118	AC	3/30/2021	71
MERCDF	020	MERCED FALLS ROAD	28998 FT NORTH OF COUNTY LINE	35957 FT NORTH OF COUNTY LINE	15.49	16.81	2	Rural Major Collector	6,959	24	167,016	AC/AC	8/3/2021	71
10THST	010	TENTH STREET	BULLION ROAD	JONES ROAD	10	10.05	2	Rural Local	285	45	12,825	AC	3/24/2021	71
BNDRLA	030	BANDERILLA DRIVE	6849 FT SOUTH OF HIDALGO ST	HIDALGO STREET	13.77	0	2	Rural Minor Collector	6,849	25	171,225	AC	8/3/2021	70
BKECRK	010	BUCKEYE CREEK ROAD	BUCKEYE ROAD	END OF PVMT	10	10.16	2	Rural Local	830	22	18,260	AC	3/23/2021	70
FRSTA2	030	FORESTA ROAD	44483 FT FROM EL PORTAL ROAD	BIG OAK FLAT	21.58	22.34	2	Rural Local	4,012	16	64,192	AC	3/26/2021	70
GRNITE	010	GRANITE SPRINGS ROAD	HWY 132 (WEST)	HWY 132 (EAST)	10	14.75	2	Rural Minor Collector	25,094	25	627,350	AC	8/3/2021	70
JESSIE	10-A	JESSIE STREET	BEGIN PVMT NW of 12TH ST	10TH ST	10	10.12	2	Rural Major Collector	637	26	16,562	AC/AC	8/3/2021	70
VILLAR	010	VILLARREAL DRIVE	RANCHITO DRIVE	BANDERILLA DRIVE	10	11.54	2	Rural Local	8,118	25	202,950	AC	3/27/2021	70
BNDRLA	020	BANDERILLA DRIVE	RANCHITO DRIVE	6849 FT S/O HIDALGO STREET	12.53	13.77	2	Rural Minor Collector	6,565	25	164,125	AC	8/3/2021	69
CLOUDS	10-B	CLOUDS REST	EL CAPITAN	MEADOW LANE (NORTH)	11.05	12.02	2	Rural Local	5,141	22	113,102	AC	3/26/2021	69
HAYWRD	030	HAYWARD ROAD	RANCHTIO DRIVE	HWY 132	10.02	0	2	Rural Minor Collector	5,390	25	134,750	AC	8/3/2021	69
SHERLO	010	SHERLOCK ROAD	WHITLOCK ROAD	5900 SHERLOCK RD	10	11.39	2	Rural Minor Collector	7,362	25	184,050	AC/AC	8/3/2021	69
TEXASH	010	TEXAS HILL	DOGTOWN ROAD	END OF PVMT	10	10.54	2	Rural Local	2,829	20	56,580	AC	3/31/2021	69
WHITLE	010-A	WHITLOCK ROAD	CRYSTAL AIRE DR	HWY 140	19.15	20.42	2	Rural Major Collector	6,713	21	140,973	AC/AC	8/3/2021	69
ZAMORA	010	ZAMORA STREET	RASTRO WAY	LAREDO STREET	10	10.14	2	Rural Local	750	23	17250	AC	3/27/2021	69
BNDRLA	010	BANDERILLA DRIVE	RANCHITO DRIVE (WEST)	RANCHITO DRIVE (EAST)	10	12.53	2	Rural Minor Collector	13,342	24	320,208	AC	8/3/2021	68
HAYWRD	010	HAYWARD ROAD	GATE	67 FT NORTH OF GATE	10	10.01	2	Rural Minor Collector	67	17	1,139	AC	8/3/2021	68
HORNIT	010	HORNITOS ROAD	COUNTY LINE	25000 FT SOUTH OF COUNTY LINE	10	14.73	2	Rural Major Collector	25,000	26	650,000	AC	8/3/2021	68
JARDIN	010	JARDINCITO COURT	BEGIN PVMT	HIDALGO STREET	10	10.12	2	Rural Local	637	24	15,288	AC	3/27/2021	68
SILVERB	020	SILVER BAR ROAD	SULLIVAN ROAD	BEN HUR ROAD (NORTH)	15.95	16.83	2	Rural Minor Collector	4,658	22	102,476	AC	3/30/2021	68
TRIANG	010A	TRIANGLE ROAD	HWY 140	CARLETON RD (PM 11.8)	10	15.375	2	Rural Major Collector	9,504	22	209,088	AC/AC	8/3/2021	68
TRIANG	010D	TRIANGLE ROAD	3984 TRIANGLE RD	BRIDGE WEST OF DARRAH RD	15.3	16.375	2	Rural Major Collector	5,623	22	123,706	AC	8/3/2021	68
WHITLE	010-B	WHITLOCK ROAD	100' W of COLORADO RD	CRYSTAL AIRE DR	17.95	0	2	Rural Major Collector	6,361	21	133,581	AC	3/25/2021	68
WOODLA	10-A	WOODLAND DRIVE	HWY 49	2300' from HWY 49	10	10.44	2	Rural Minor Collector	2,300	22	50,600	ST	8/3/2021	68
CLOUDS	10-A	CLOUDS REST	MEADOW LANE (SOUTH)	EL CAPITAN	10	0	2	Rural Local	5,527	22	121,594	AC	3/26/2021	67
MERCDF	10-A	MERCED FALLS ROAD	S.COUNTY LINE	14350' N of COUNTY LINE	10	12.72	2	Rural Major Collector	14,350	22	315,700	AC	8/3/2021	67
MYKLEO	010	MYKLEOAKS DRIVE	HWY 49	BEAR TRAP DRIVE	10	10.32	2	Rural Local	1,690	21	35,490	AC	3/30/2021	67
RNCHTO	020	RANCHITO DRIVE	CARRILLO WAY	MERCED FALLS	11.02	14.02	2	Rural Minor Collector	15,855	29	459,795	AC	8/3/2021	67
MAINST	010	MAIN STREET	HWY 49	CHINATOWN MAIN STREET	10	10.3	2	Rural Major Collector	1,570	26	40,820	AC	8/3/2021	66
CHRLS2	10-B	CHARLES STREET	12TH ST	PUBLIC PARKING	10.12	0	2	Rural Local	272	32	8,704	AC	3/24/2021	65
CHILFL	10-A	CHILNUALNA FALLS ROAD	HWY 41	MARIPOSA COUNTY ROAD LINE	10	10.85	2	Rural Local	4,514	20	90,280	AC	3/26/2021	65
MERCDF	10-B	MERCED FALLS ROAD	14350' N of COUNTY LINE	28998' N of COUNTY LINE	12.72	15.49	2	Rural Major Collector	14,648	22	322,256	AC	8/3/2021	65
TRIANG	030	TRIANGLE ROAD	MEADOW LANE (EAST)	HWY 49	17.91	21.56	2	Rural Major Collector	19,285	24	462,840	AC	8/3/2021	65
CEMYST	010	CEMETERY STREET	MAIN STREET	OAK RIDGE RD	10	10.18	2	Rural Local	953	15	14,295	AC	3/25/2021	64
CHILFL	10-B	CHILNUALNA FALLS ROAD	MARIPOSA COUNTY ROAD LINE	END	10.85	0	2	Rural Local	5,167	20	103,340	AC	3/26/2021	64
CREEL	010	CREEL ROAD	HARRIS ROAD	END (CUL DE SAC)	10	10.71	2	Rural Local	3,736	24	89,664	AC	3/30/2021	64
FMHGH0	010	FROM HIGH STREET	HIGH STREET	BEAR VALLEY	10	10.02	2	Rural Local	98	23	2,254	AC	3/30/2021	64
ROYALA	010	ROYAL ARCHES	MEADOW LANE	MEADOW LANE	10	10.53	2	Rural Local	2,824	22	62,128	AC	3/26/2021	63
COROND	010	CORONADO DRIVE	MERCED FALLS ROAD	TORRE DRIVE	10	11.03	2	Rural Local	5,418	23	124,614	AC	3/27/2021	62
JLISCO	010	JALISCO WAY	BANDERILLA DRIVE	BANDERILLA DRIVE	10	10.58	2	Rural Local	3,085	23	70,955	AC	3/27/2021	62
PILOTP	010	PILOT PEAK	CREEL ROAD	END OF PVMT	10	10.42	2	Rural Local	2,237	24	53,688	AC	3/30/2021	62
BENHUR	30-B	BEN HUR ROAD	38274' N of COUNTY LINE	SILVERBAR RD	17.213	20.4	2	Rural Major Collector	16,841	20	336,820	AC	8/3/2021	61
OAK121	010	OAK ROAD	FORESTA ROAD	CRANE CREEK ROAD	10	10.03	2	Rural Local	165	14	2,310	AC	3/30/2021	61
STUMPF	010	STUMPFIELD MT. ROAD	HWY 49	END OF PVMT	9.92	10	2	Rural Local	400	25	10,000	AC	3/26/2021	61
CDRLSD	010	CATHEDRAL SPIRES	CLOUDS REST	MEADOW LANE	10	10.38	2	Rural Local	2,014	23	46,322	AC	3/26/2021	60
DOGTWN	020	DOGTOWN ROAD	SCHILLING ROAD	5246 FT NORTH OF SCHILLING RD	12.21	13.21	2	Rural Minor Collector	5,246	20	104,920	AC	8/3/2021	60
HRNDEZ	010	HERNANDEZ DRIVE	RANCHITO DRIVE	END	10	11.83	2	Rural Local	9,685	23	222,755	AC	3/27/2021	60
MARPOA	010	MARIPOSA AVENUE	CHILNUALNA FALLS ROAD	END	10	10.15	1	Rural Local	798	12	9,576	AC	3/26/2021	60
STOCKS	010	STOCKTON STREET	WEST STREET	HWY 49	10	10.17	2	Rural Local	908	17	15,436	AC	3/25/2021	60
GLCIER	010	GLACIER POINT ROAD	MEADOW LANE (WEST)	MEADOW LANE (EAST)	10	10.64	2	Rural Local	3,359	22	73,898	AC	3/26/2021	59
GREELY	020	GREELEY HILL ROAD	7775 FT FROM HWY 49	12560 FT FROM HWY 49	11.47	12.38	2	Rural Major Collector	4,785	25	119,625	AC/AC	8/3/2021	59
9THST1	010	NINTH STREET	JESSIE STREET	HWY 140	9.96	10	2	Rural Local	211	31	6,541	AC	3/24/2021	59
PINES1	010	PINE STREET	WATER STREET	MAIN STREET	0	10	2	Rural Local	240	27	6,480	AC	3/25/2021	59
SCHLHS	010	SCHOOLHOUSE ROAD	OLD HWY	HWY 140	10	11.96	2	Rural Local	10,330	18	185,940	AC	3/23/2021	59
SPELTR	010	SPELT ROAD	CHILNUALNA FALLS ROAD	END OF PVMT	10	10.23	1	Rural Local	1,221	15	18,315	AC	3/26/2021	59
TIPTOP	010	TIP TOP ROAD	HWY 49	TRIANGLE ROAD	10	12.52	2	Rural Local	13,318	24	319,632	AC/AC	3/26/2021	59
BRVLY	030	BEAR VALLEY ROAD	HUNTER VALLEY RD	4607 BEAR VALLEY RD	17.06	18.41	2	Rural Minor Collector	7,134	25	178,350	AC	8/3/2021	58
CANAST	010	CANASTA COURT	BEGIN PVMT	ALAMO DRIVE	9.88	10	2	Rural Local	645	23	14,835	AC	3/27/2021	58
HORNIT	020	HORNITOS ROAD	25000 FT SOUTH OF COUNTY LINE	53736 FT SOUTH OF COUNTY LINE	14.73	20.17	2	Rural Major Collector	28,736	26	747,136	AC	8/3/2021	58
SCHILL	010	SCHILLING ROAD	BEGIN PVMT	DOGTOWN ROAD	10	10.81	2	Rural Local	4,260	19	80,940	AC/AC	3/31/2021	58
TRIANG	020	TRIANGLE ROAD	BRIDGE	MEADOW LANE (EAST)	16.375	17.91	2	Rural Major Collector	8,097	22	178,134	AC	8/3/2021	58
COLRDO	010	COLORADO ROAD	EAST WHITLOCK	END OF PVMT 5506 FT NORTH	10	11.04	2	Rural Minor Collector	5,506	25	137,650	AC	8/3/2021	57
JALAPA	10-B	JALAPA WAY	HIDALGO ST	HWY 132	10.35	0	2	Rural Local	2,217	23	50,991	AC	3/27/2021	57
KOONHO	010	KOON HOLLAR ROAD	FOREST DRIVE	END OF PVMT	10	10.47	1	Rural Local	2,485	12	29,820	AC	3/26/2021	57
LAZOWY	010	LAZO WAY	CORONADO DRIVE	LAZO WAY	10	11.64	2	Rural Local	8,635	23	198,605	AC	3/27/2021	57

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

Mariposa County- 2021 PMP Update
Section Description Inventory-Sorted by Descending PCI

Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
ROMERO	010	ROMERO STREET	BEGIN PVMT	HERNANDEZ DRIVE	9.75	10	2	Rural Local	1,300	23	29,900	AC	3/27/2021	57
WATER	010	WATER STREET	FERRY STREET	MAIN STREET	10	10.21	2	Rural Local	1,112	20	22,240	AC	3/25/2021	57
ALAMO	010-C	ALAMO DRIVE	PVMNT CHG	BANDERILLA DR	11.61	12.69	2	Rural Local	5,683	23	130,709	AC	3/27/2021	56
FORST2	10-A	FOREST DRIVE	HWY 41	MARIPOSA COUNTY ROAD LINE	10	10.81	2	Rural Local	4,273	19	81,187	AC	3/26/2021	56
OAKGRR	020	OAK GROVE ROAD	4000 FT SOUTH OF INDIAN PEAK	INDIAN PEAK ROAD	17.56	18.32	2	Rural Minor Collector	4,000	23	92,000	AC	8/3/2021	56
ALAMO	010-A	ALAMO DRIVE	PARAISO BLVD	CARRIZO WAY	10	10.65	2	Rural Local	3,410	23	78,430	AC	3/27/2021	55
ALAMO	010-B	ALAMO DRIVE	CARRIZO WAY	PVMNT CHG	10.65	11.61	2	Rural Local	5,092	23	117,116	AC	3/27/2021	55
BENHUR	10-A	BEN HUR ROAD	COUNTY LINE	1495 BEN HUR RD	10	12.32	2	Rural Major Collector	12,250	20	245,000	ST	8/3/2021	55
BURLDR	020	BURL DRIVE	BUCKEYE ROAD	END AT BARRICADE	10	10.35	2	Rural Local	1,823	26	47,398	AC	3/23/2021	55
CARIZO	010	CARRIZO WAY	BEGIN PVMT	ALAMO DRIVE	10	10.06	2	Rural Local	293	23	6,739	AC	3/27/2021	55
EVRGRN	010	EVERGREEN LANE	MEADOW LANE (SOUTH)	MEADOW LANE (NORTH)	10	10.79	2	Rural Local	4,176	20	83,520	AC	3/26/2021	55
JAIME	010	JAIME WAY	JOSEFINA WAY	END	10	10.12	2	Rural Local	634	23	14,582	AC	3/27/2021	55
JALAPA	10-A	JALAPA WAY	N END	HIDALGO ST	10	10.35	2	Rural Local	1,865	23	42,895	AC	3/27/2021	55
JOSFIN	010	JOSEFINA	HWY 132	JALAPA WAY	10	10.41	2	Rural Local	2,165	23	49,795	AC	3/27/2021	55
LEONRD	020	LEONARD ROAD	BEGIN OF PVMT	1256 FT WEST OF STUMPFIELD MTN	11.35	11.78	2	Rural Local	2,289	23	52,647	AC	8/3/2021	55
PARASL	010	PARASOL COURT	JALAPA WAY	END	10	10.1	2	Rural Local	525	23	12,075	AC	3/27/2021	55
TORITO	010	TORITO WAY	HERNANDEZ DRIVE	VEREDITA STREET	10	10.58	2	Rural Local	3,039	23	69,897	AC	3/27/2021	55
12THST	010-B	TWELFTH STREET	HWY 140	BULLION ST	10	10.08	2	Rural Local	433	23	9,959	AC	3/24/2021	55
ZARZO	010	ZARZO WAY	LAZO WAY	CORONADO DRIVE	10	10.27	2	Rural Local	1424	23	32752	AC	3/27/2021	55
CARIZO	020	CARRIZO WAY	ALAMO DRIVE	BANDERILLA DRIVE	10.06	10.61	2	Rural Local	2,883	23	66,309	AC	3/27/2021	54
COAKLY	010	COAKLEY CIRCLE	HWY 140	JESSIE STREET	10	10.255	2	Rural Major Collector	1,365	35	47,775	AC/AC	8/3/2021	54
JERSEY	010	JERSEYDALE ROAD	TRIANGLE ROAD	SCOTT ROAD	10	13.82	2	Rural Minor Collector	20,170	22	443,740	AC	3/26/2021	54
MEPPS	010	MEPPS COURT	CREEL ROAD	END CUL DE SAC	10	10.06	2	Rural Local	304	24	7,296	AC	3/30/2021	54
PRINCT	010	PRINCETON WAY	BEGIN PVMT	HWY 49	9.57	10	2	Rural Local	2,269	20	45,380	AC	3/30/2021	54
SMITHR	010	SMITH ROAD	STATE HWY 49 NORTH	STATE HWY 140	10	10.6	2	Rural Local	3,168	24	76,032	AC/AC	3/24/2021	54
12THST	010-A	TWELFTH STREET	BULLION ST	JONES ST	10.08	10.15	2	Rural Local	269	23	6,187	AC	3/24/2021	54
USONA	020	USONA ROAD	19641 FT SOUTH OF HWY 49	HWY 49	12.9	15.78	2	Rural Minor Collector	19,461	23	447,603	AC/AC	8/3/2021	54
BIRDIE	010	BIRDIE CIRCLE	EAST BRUCE ROAD	END OF PVMT	10	10.03	2	Rural Local	158	14	2,212	ST	3/26/2021	53
BOGEY	010	BOGEY CIRCLE	EAST BRUCE ROAD	END CUL DE SAC	10	10.03	2	Rural Local	164	15	2,460	AC	3/26/2021	53
CEDAR	010	CEDAR CIRCLE	EAST BRUCE ROAD	END OF PVMT	10	10.03	2	Rural Local	178	14	2,492	AC	3/26/2021	53
HIRSCH	010	HIRSCH ROAD	INDIAN PEAK ROAD	4516 HIRSCH RD	10	10.42	2	Rural Minor Collector	2,217	23	50,991	AC	8/3/2021	53
HOTZEL	010	HOLTZEL ROAD	GREELY HILL ROAD	DOGTOWN ROAD	10	12.73	2	Rural Minor Collector	14,411	24	345,864	AC	8/3/2021	53
SILVA	020	SILVA ROAD	COLE ROAD	6254 FT NORTH OF COLE ROAD	12.24	13.42	2	Rural Minor Collector	6,254	27	168,858	AC/AC	8/3/2021	53
WBRUCE	010	WEST BRUCE ROAD	CHILNUALNA FALLS ROAD	EAST BRUCE ROAD	10	10.28	1	Rural Local	1,475	14	20,650	AC	3/26/2021	53
EBRUCE	010	EAST BRUCE ROAD	CHILNUALNA FALLS ROAD	WEST BRUCE ROAD	10	10.25	2	Rural Local	1,320	14	18,480	AC	3/26/2021	52
MILLER	010	MILLER ROAD	HWY 140	OLD HIGHWAY	10	11.1	2	Rural Local	5,805	16	92,880	AC	3/24/2021	52
YOSEAV	010	YOSEMITE AVENUE	YOSEMITE PINES	END	10	10.12	1	Rural Local	623	12	7,476	AC	3/26/2021	52
BOYER	020	BOYER ROAD	PVMT CHG N of HWY 49	END OF PVMT	10.62	11.42	2	Rural Local	4,238	22	93,236	AC/AC	8/3/2021	51
EAGLEP	010	EAGLE PEAK ROAD	FORESTA ROAD	CRANE CREEK ROAD	10	10.09	2	Rural Local	486	11	5,346	AC	3/27/2021	51
SUMMIT	010	SUMMIT ROAD	HWY 49	END OF PVMT	10	10.8	2	Rural Major Collector	4,250	26	110,500	AC	3/26/2021	51
BRTCVE	010	BARRETT COVE ROAD	MERCED FALLS ROAD	BARRETT COVE PARK KIOSK	10	10.93	2	Rural Minor Collector	4,909	23	112,907	AC	8/3/2021	50
MARIPD	010	MARIPOSA DUMP ROAD	HWY 49	END OF PVMT	10	10.15	2	Rural Local	792	36	28,512	AC	3/30/2021	50
RIVERD	010	RIVER ROAD	1033 FT SOUTH OF CHILNUALNA	CHILNUALNA FALLS ROAD	9.8	10	1	Rural Local	1,033	14	14,462	AC	3/26/2021	50
SHOSHO	020	SHOSHONE ROAD	975 FT NORTH OF PILOT PEAK ROD	CREEL ROAD	10.18	0	2	Rural Local	767	24	18,408	AC	3/30/2021	50
ASHWOR	020	ASHWORTH ROAD	4582 ASHWORTH RD	HWY 49	12.83	14.82	2	Rural Minor Collector	10,493	25	262,325	AC	8/3/2021	49
BRVLY	020	BEAR VALLEY ROAD	MT GAINES RD	HUNTER VALLEY RD	15.15	17.06	2	Rural Minor Collector	10,102	25	252,550	AC	8/3/2021	49
BENHUR	10-B	BEN HUR ROAD	1495 BEN HUR RD	1720 BEN HUR RD	12.32	15	2	Rural Major Collector	14,145	20	282,900	ST	8/3/2021	49
CHRLS1	010	CHARLES STREET	8TH STREET	7TH STREET	10	10.1	2	Rural Local	528	14	7,392	AC	3/24/2021	49
HUNTER	010-B	HUNTERS VALLEY ROAD	ROAD NARROWS	PVT CHG	11.46	11.62	2	Rural Minor Collector	852	23	19,596	AC	8/3/2021	49
ODHWY2	020.D	OLD HIGHWAY	BRIDGE (WHITE)	YAQUI GULCH RD	20.5	21.04	2	Rural Local	2,900	21	60,900	ST	3/23/2021	49
PARAIS	010	PARAISO BOULEVARD	DOLOROSA STREET	BANDERILLA DRIVE	10	11.31	2	Rural Local	6,943	23	159,689	AC	3/27/2021	49
BRVLY	010-C	BEAR VALLEY ROAD	21846' E of HORNITOS	MT GAINES RD	14.14	15.15	2	Rural Minor Collector	5,352	25	133,800	AC	8/3/2021	48
FMHGH1	010	FROM HIGH STREET	HIGH STREET	END	10	10.07	2	Rural Local	375	14	5,250	AC	3/30/2021	48
CHNTWN	010	CHINATOWN MAIN STREET	MAIN STREET	KOW STREET	10	10.07	2	Rural Local	365	17	6,205	AC	3/25/2021	47
COLE	020	COLE ROAD	4401 FT NORTH OF DARRAH ROAD	SILVA ROAD	10.83	11.77	2	Rural Major Collector	4,985	25	124,625	AC	8/3/2021	47
HARRIS	010	HARRIS ROAD	HWY 49	319 FT NORTH OF HWY 49	10	10.06	2	Rural Minor Collector	319	24	7,656	AC	8/3/2021	47
VEREDI	010	VEREDITA STREET	HERNANDEZ DRIVE	VILLARREAL DRIVE	10	10.51	2	Rural Local	2,675	23	61,525	AC	3/27/2021	47
WESTST	010	WEST STREET	END OF PVMT	HWY 49	9.87	10	2	Rural Local	670	20	13,400	AC	3/25/2021	47
BRVLY	010-A	BEAR VALLEY ROAD	HORNITOS RD	3364 BEAR VALLEY RD	10	0	2	Rural Minor Collector	14,788	25	369,700	AC	8/3/2021	46
CARACL	010	CARACOL CIRCLE	MIRASOL WAY (NORTH)	MIRASOL WAY (SOUTH)	9.62	10	2	Rural Local	2,016	23	46,368	AC	3/27/2021	46
11THST	010	ELEVENTH STREET	HWY 140	GOVERNMENT CENTER PARKING LOT	10	10.1	2	Rural Local	513	23	11,799	AC	3/24/2021	46
FRSTA2	010	FORESTA ROAD	EL PORTAL ROAD	END OF PVMT	12.4	13.15	2	Rural Local	3,979	11	43,769	AC	3/25/2021	46
ODHWY2	010-C	OLD HIGHWAY	SCHOOL HOUSE RD	2641 OLD HWY	12.69	13.11	2	Rural Local	2,243	21	47,103	ST	3/23/2021	46
ZELMA	010	ZELMA WAY	RANCHITO DRIVE	TORRE DRIVE	10	10.91	2	Rural Local	4802	23	110446	AC	3/27/2021	46
CARTER	010	CARTER ROAD	TRIANGLE ROAD	END OF PVMT	10	0	2	Rural Local	430	20	8,600	AC	3/26/2021	45
DOLRSA	010	DOLOROSA STREET	BANDERILLA DRIVE	LORENZO STREET	10	10.48	2	Rural Local	2,514	23	57,822	AC	3/27/2021	45

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AC (Asphalt Concrete); ST (Surface Treated)

Mariposa County- 2021 PMP Update
Section Description Inventory-Sorted by Descending PCI

Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
FACHDA	010	FACHADA WAY	HERNANDEZ DRIVE	MIRASOL WAY	10	10.32	2	Rural Local	1,667	23	38,341	AC	3/27/2021	45
HUNTER	010-A	HUNTERS VALLEY ROAD	BEAR VALLEY RD	ROAD NARROWS	10	11.46	2	Rural Minor Collector	7,692	23	176,916	AC	8/3/2021	45
MOJICA	010	MOJICA WAY	BANDERILLA DRIVE	DOLOROSA STREET	10	10.44	2	Rural Local	2,328	23	53,544	AC	3/27/2021	45
PARKLN	010	PARK LANE	MAIN STREET	BROADWAY	10	10.08	2	Rural Local	410	22	9,020	AC	3/25/2021	45
ALLRED	010	ALLRED ROAD	HWY 49	6024 FT NORTH OF HWY 49	10	11.14	2	Rural Minor Collector	6,024	19	114,456	AC/AC	8/3/2021	44
MERCDO	020	MERCADO DRIVE	195 FT SOUTH OF TORRE DRIVE	TORRE DRIVE	10.47	0	2	Rural Local	195	22	4,290	AC	3/27/2021	44
MERCDF	040	MERCED FALLS ROAD	43045 FT NORTH OF COUNTY LINE	TUOLUMNE COUNTY LINE	18.15	18.87	2	Rural Major Collector	3,823	24	91,752	AC	8/3/2021	44
MIRASL	010	MIRASOL WAY	HERNANDEZ DRIVE	ROMERO STREET	10	10.63	2	Rural Local	3,450	23	79,350	AC	3/27/2021	44
VERNAL	010	VERNAL FALLS	BEGIN PVMT	AHWAHNEE	9.93	10	2	Rural Local	357	18	6,426	AC	3/26/2021	44
CARLOS	010	CARLOS COURT	BEGIN PVMT	CLAVEL WAY	9.94	10	2	Rural Local	326	24	7,824	AC	3/27/2021	43
CARILO	010	CARRILLO WAY	RANCHITO WAY	PANCHITO WAY	10	10.13	2	Rural Local	698	23	16,054	AC	3/27/2021	43
COLRDO	020	COLORADO ROAD	SHERLOCK	HWY 140	10	12.3	2	Rural Minor Collector	12,140	22	267,080	AC/AC	8/3/2021	43
ENRMAD	010	ENRAMADA DRIVE	TUOLUMNE COUNTY LINE	CADENA WAY	10	11.01	2	Rural Local	5,310	25	132,750	AC	3/27/2021	43
JESSIE	10-C	JESSIE STREET	9TH ST	8TH ST	10.17	0	2	Rural Major Collector	282	24	6,768	AC/AC	8/3/2021	43
LORENZ	010	LORENZO STREET	BANDERILLA DRIVE	RANCHITO DRIVE	10	10.71	2	Rural Local	3,756	23	86,388	AC	3/27/2021	43
PENONB	030	PENON BLANCO	21495 FT EAST OF GRANITE SPR.	22928 FT EAST OF GRANITE SPR.	14.07	14.34	2	Rural Local	1,433	14	20,062	AC	3/27/2021	43
RASTRO	020	RASTRO WAY	ZAMORA STREET	LAREDO STREET	10.38	10.68	2	Rural Local	1,620	23	37,260	AC	3/27/2021	43
AMAPLA	010	AMAPOLA COURT	GRANITE SPRINGS ROAD	END	10	10.09	2	Rural Local	483	23	11,109	AC	3/27/2021	42
BENHUR	040	BEN HUR ROAD	SILVER BAR ROAD (S)	BUCKEYE ROAD	23.87	26.46	2	Rural Major Collector	18,280	22	402,160	AC	8/3/2021	42
LAREDO	010	LAREDO STREET	BANDERILLA DRIVE	BUENA VISTA DRIVE	10	10.87	2	Rural Local	4,594	23	105,662	AC	3/27/2021	42
LEONRD	010	LEONARD ROAD	7992 FT WEST OF STUMPFIELD MTN	END OF PVMT	10.51	10.57	2	Rural Local	319	16	5,104	AC	8/3/2021	42
CATHAY	010	CATHAY SCHOOL ROAD	SCHOOLHOUSE ROAD	GATE	10	10.03	2	Rural Local	182	22	4,004	AC	3/26/2021	41
ELCMPO	010	EL CAMPO WAY	ZELMA WAY	BANDERILLA DRIVE	10	10.39	2	Rural Local	2,053	23	47,219	AC	3/27/2021	41
BOYER	010	BOYER ROAD	HWY 49	PVMNT CHG N of HWY 49	10	10.62	2	Rural Local	3,271	20	65,420	AC	8/3/2021	40
CHAPRL	010	CHAPARREL STREET	LAUREL WAY	END OF PVMT	10	10.04	2	Rural Local	200	20	4,000	AC	3/26/2021	40
RAILRD	010	RAILROAD AVENUE	FOREST DRIVE	END	10	10.24	2	Rural Local	1,267	14	17,738	AC	3/26/2021	40
SHERLO	020	SHERLOCK ROAD	5900 SHERLOCK RD	END OF PVMT	11.39	11.73	2	Rural Minor Collector	1,810	17	30,770	AC	8/3/2021	40
BRDWAY	010	BROADWAY	HWY 49	MAIN STREET	10	10.31	2	Rural Local	1,614	27	43,578	AC	3/25/2021	39
BVISTA	010	BUENA VISTA DRIVE	1166 FT EAST OF END	TOULUMNE COUNTY LINE	10	10.22	2	Rural Local	1,166	23	26,818	AC	3/27/2021	39
CHICHW	010	CHICHARRA WAY	AZUNCENA COURT	END	10	10.89	2	Rural Local	4,680	23	107,640	AC	3/27/2021	39
EGANSWAY	010	EGAN'S WAY	FOREST ROAD	SUMMIT ROAD	10	10.08	2	Rural Local	406	18	7,308	AC	3/26/2021	39
FRSTA1	030	FORESTA ROAD	1891 FT EAST OF HWY 140	EL PORTAL ROAD	10.36	12.4	2	Rural Local	10,788	21	226,548	AC	3/25/2021	39
HARRIS	020	HARRIS ROAD	15133 FT NORTH OF HWY 49	HARRIS CUT OFF ROAD	12.93	13.49	2	Rural Minor Collector	2,962	23	68,126	AC	8/3/2021	39
HUNTER	010-D	HUNTERS VALLEY ROAD	PVT CHG	PVT CHG	11.79	13.22	2	Rural Minor Collector	7,554	23	173,742	AC	8/3/2021	39
MERCDO	010	MERCADO DRIVE	MERCED FALLS ROAD	195 FT SOUTH OF TORRE DRIVE	10	10.47	2	Rural Local	2,488	22	54,736	AC	3/27/2021	39
MORMON	020	MORMON BAR CROSSING	BRIDGE (PCC)	BEN HUR	10.16	10.26	2	Rural Local	553	23	12,719	AC	3/24/2021	39
PICADE	010	PICADERO WAY	RANCHITO DRIVE	BANDERILLA DRIVE	10	10.75	2	Rural Local	3,960	23	91,080	AC	3/27/2021	39
BTJKLN	010	BOOTJACK LANE	DARRAH ROAD	711 FT SOUTH OF DARRAH	10	10.13	2	Rural Local	711	18	12,798	AC	3/26/2021	38
CNTRYP	010	COUNTY PARK ROAD	COUNTY PARK	STORMING ROAD	10	10.2	2	Rural Local	1,059	25	26,475	AC	3/31/2021	38
FRSTA2	020	FORESTA ROAD	35950 FT FROM EL PORTAL ROAD	44483 FT FROM EL PORTAL ROAD	19.96	21.58	2	Rural Local	8,533	20	170,660	AC	3/26/2021	38
HIRSCH	020	HIRSCH ROAD	4516 HIRSCH RD	HWY 49	10.42	12.57	2	Rural Minor Collector	11,335	23	260,705	AC	8/3/2021	38
JSAMNC	010	JASMIN COURT	BEGIN PVMT	JASMIN WAY	9.95	10	2	Rural Local	239	23	5,497	AC	3/27/2021	38
LEONRD	030	LEONARD ROAD	1256 FT WEST OF STUMPFIELD MTN	STUMPFIELD MTN.	0	12.02	2	Rural Local	1,256	25	31,400	AC	8/3/2021	38
SILVA	030	SILVA ROAD	6254 FT NORTH OF COLE ROAD	TRIANGLE ROAD	13.42	14.36	2	Rural Minor Collector	4,963	24	119,112	AC	8/3/2021	38
WHITLE	010-C	WHITLOCK ROAD	SHERLOCK RD	100' W of COLORADO RD	15.77	17.95	2	Rural Major Collector	11,526	21	242,046	AC/AC	3/25/2021	38
GAZAWY	010	GAZA WAY	RANCHITO DRIVE	GOLFITO WAY	10	10.06	2	Rural Local	355	23	8,165	AC	3/27/2021	37
GROSJN	010	GROSJEAN ROAD	HWY 140	1109 FT EAST OF HWY 140	10	10.21	2	Rural Local	1,109	14	15,526	ST	3/24/2021	37
HUNTER	010-G	HUNTERS VALLEY ROAD	PVT CHG	END OF PVMT	13.71	13.93	2	Rural Minor Collector	1,155	12	13,860	AC	8/3/2021	37
RASTRO	010	RASTRO WAY	BANDERILLA DRIVE	ZAMORA STREET	10	10.38	2	Rural Local	1,984	23	45,632	AC	3/27/2021	37
RINCON	010	RINCON COURT	BEGIN PVMT	MIRASOL WAY	9.89	10	2	Rural Local	584	23	13,432	AC	3/31/2021	37
6THST	10-C	SIXTH STREET	BULLION ST	MARIPOSA ST	10.09	10.26	2	Rural Local	890	28	24,920	AC	3/24/2021	37
ADELFA	010	ADELFA STREET	HERNANDEZ DRIVE	1319 FT EAST OF HERNANDEZ DR	10	10.25	2	Rural Local	1,319	23	30,337	AC	3/27/2021	36
HRMIGC	010	HORMIGA COURT	BEGIN PVMT	GUSANILLO WAY	9.88	10	2	Rural Local	610	23	14,030	AC	3/27/2021	36
JOYACT	010	JOYA COURT	RASTRO WAY	END	10	10.12	2	Rural Local	612	23	14,076	AC	3/27/2021	36
MERCDF	030	MERCED FALLS ROAD	35957 FT NORTH OF COUNTY LINE	43045 FT NORTH OF COUNTY LINE	16.81	18.15	2	Rural Major Collector	7,088	24	170,112	AC	8/3/2021	36
PALOMA	010	PALOMA COURT	BEGIN PVMT	GUSANILLO WAY	9.89	10	2	Rural Local	564	23	12,972	AC	3/27/2021	36
SNOWCR	010	SNOW CREEK FALL	ROYAL ARCHES	END	10	10.11	2	Rural Local	565	24	13,560	AC	3/26/2021	36
ADLEFA	020	ADELFA STREET	1319 FT EAST OF HERNANDEZ DR	ALAMO DRIVE	10.25	10.44	2	Rural Local	999	23	22,977	AC	3/27/2021	35
GSANLC	010	GUISANILLO COURT	BEGIN PVMT	GUSANILLO WAY	0	10	2	Rural Local	275	23	6,325	AC	3/27/2021	35
HAIGH	010	HAIGH ROAD	HWY 49	10852 HAIGH ROAD	10	10.15	2	Rural Local	815	19	15,485	ST	3/31/2021	35
INDNP1	040	INDIAN PEAK ROAD	HIRSCH ROAD	OAK GROVE ROAD	13.67	14.6	2	Rural Minor Collector	4,922	19	93,518	AC	3/26/2021	35
MARAVI	010	MARAVILLA DRIVE	HWY 132	NARCISCO WAY	10	10.72	2	Rural Local	3,817	23	87,791	AC	3/27/2021	35
BRVLY	010-B	BEAR VALLEY ROAD	3364 BEAR VALLEY RD	21846' E of HORNITOS RD	12.8	14.14	2	Rural Minor Collector	7,058	25	176,450	AC	8/3/2021	34
DOLRSA	020	DOLOROSA STREET	LORENZO STREET	PARAISO BLVD	10.48	0	2	Rural Local	5,183	23	119,209	AC	3/27/2021	34
MERCDS	010	MERCED STREET	MAIN STREET	FERRY STREET	10	10.05	2	Rural Local	277	26	7,202	AC	3/25/2021	34
OAKGRR	010	OAK GROVE ROAD	BEGINNING OF PVMT	4000 FT SOUTH OF INDIAN PEAK	14.95	17.56	2	Rural Minor Collector	13,765	19	261,535	AC	8/3/2021	34

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Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
ODHWY2	010-A	OLD HIGHWAY	HWY 40	MARK TWAIN LN	10	11.73	2	Rural Local	9,158	21	192,318	AC	3/23/2021	34
OLDHWN	010	OLD HIGHWAY NORTH	8TH STREET	HWY 140	10	11.17	2	Rural Local	6,178	21	129,738	AC	3/24/2021	34
SEBAST	010	SEBASTOPAL ROAD	END OF PAVEMENT	HWY 49	10	10.62	2	Rural Local	3,278	24	78,672	ST	3/26/2021	34
YOSEMP	010	YOSEMITE PINES	BEGIN @ GATE	CHILNUALNA FALLS ROAD	0	10	1	Rural Local	581	12	6,972	AC	3/26/2021	34
GRILLO	010	GRILLO DRIVE	GRANITE SPRINGS ROAD	END	10	10.76	2	Rural Local	3,988	23	91,724	AC	3/27/2021	33
PONDRW	010	PONDEROSA WAY	HWY 140	END OF PVMT	10	10.56	2	Rural Local	2,971	16	47,536	ST	3/25/2021	33
SHERLO	030	SHERLOCK ROAD	12569 FT NORTH OF WHITLOCK	COLORADO ROAD	12.29	13.53	2	Rural Minor Collector	6,553	16	104,848	AC	8/3/2021	33
WOODLA	10-B	WOODLAND DRIVE	2300' from HWY 49	END	10.44	10.8	2	Rural Minor Collector	1,900	22	41,800	ST	8/3/2021	33
GREELY	040	GREELEY HILL ROAD	52499 FT FROM HWY 49	BUCK MEADOWS ROAD	19.94	22.6	2	Rural Major Collector	14,244	25	356,100	AC	8/3/2021	32
KEMBLE	040	KEMBLE ROAD	9581 FT NORTH OF WORMAN ROAD	HWY 49	11.81	12.03	2	Rural Local	1,150	24	27,600	AC	3/26/2021	32
LAURAL	010	LAURAL	FOREST DRIVE	END OF PAVEMENT	10	10.17	2	Rural Local	920	13	11,960	AC	3/26/2021	32
LOOPRD	010	LOOP ROAD	CHILNUALNA FALLS ROAD	CHILNUALNA FALLS ROAD	10	10.44	1	Rural Local	2,323	12	27,876	AC	3/26/2021	32
MORMON	10-B	MORMON BAR CROSSING	PVMNT CHG 418' W of BRIDGE (PCC)	BRIDGE (PCC)	10.06	10.16	2	Rural Local	494	23	11,362	AC	3/24/2021	32
PINES2	010	PINE STREET	BEGIN PVMT	MAXWELL STREET	9.94	10	1	Rural Local	325	15	4,875	AC	3/26/2021	32
SHOSHO	010	SHOSHONE ROAD	PILOT PEAK ROAD	975 FT NORTH OF PILOT PEAK RD	10	10.18	2	Rural Local	975	24	23,400	AC	3/30/2021	32
TORRE	010	TORRE DRIVE	ZELMA WAY	MERCED FALLS ROAD	10	10.67	2	Rural Local	3,520	23	80,960	AC	3/27/2021	32
AWANEE	010	AWAHNEE	END OF PVMT	HWY 49	10	0	2	Rural Local	158	18	2,844	AC	3/31/2021	31
CLVLWY	010	CLAVEL WAY	CHICHARRA WAY	CHAPULIN WAY	10	10.3	2	Rural Local	1,577	22	34,694	AC	3/27/2021	31
ESCALN	010	ESCALON COURT	RASTRO WAY	END	10	10.08	2	Rural Local	430	23	9,890	AC	3/27/2021	31
FORST1	010	FOREST DRIVE	SUMMIT ROAD	FOREST ROAD EXT	10	10.56	2	Rural Local	2,957	20	59,140	AC	3/26/2021	30
HIGHST	010	HIGH STREET	HORNITO ROAD	BEAR VALLEY ROAD	10	10.24	2	Rural Local	1,253	20	25,060	AC	3/23/2021	30
JHWRD	10-A	JOE HOWARD STREET	COAKLEY CIR	JOE HOWARD ST	10.24	10.36	2	Rural Local	637	35	22,295	AC	3/24/2021	30
OLDHWY	10-A	OLD HIGHWAY	YAQUI GULCH RD	MARSHALL RD	21.04	23.98	2	Rural Local	15,513	20	310,260	AC/AC	3/24/2021	30
OLDTOL	050	OLD TOLL ROAD	27212 FT SOUTH OF HORNITOS	HWY 49	15.15	16.74	2	Rural Minor Collector	8,390	20	167,800	AC	3/25/2021	30
3RDST1	010	THIRD STREET	HWY 49	END	10	10.08	2	Rural Local	422	25	10,550	AC	3/24/2021	30
ALLRED	020	ALLRED ROAD	HWY 140	1746 FT SOUTH OF HWY 140	14.73	15.06	2	Rural Minor Collector	1,746	14	24,444	AC	8/3/2021	29
CAPULO	010	CAPULLO CIRCLE	BANDERILLA DRIVE (SOUTH)	BANDERILLA DRIVE (NORTH)	10	0	2	Rural Local	1,665	24	39,960	AC	3/27/2021	29
MTRAYM	010	MT. RAYMOND ROAD	HWY 41	END AT FENCE	10	10.73	2	Rural Local	3,854	16	61,664	AC	3/26/2021	29
PINERR	010	PINE DRIVE	DEXTER ROAD	END OF PVMT	10	10.21	2	Rural Local	1,087	20	21,740	AC	3/31/2021	29
WHITLW	030	WHITLOCK ROAD	BEGIN PVMT 22572 FT EAST HWY49	SHERLOCK ROAD	14.27	15.59	2	Rural Major Collector	6,965	25	174,125	AC	3/24/2021	29
CHAPLN	010	CHAPULIN WAY	GRANITE SPRINGS ROAD	CHICHARRA WAY	10	10.65	2	Rural Local	3,430	23	78,890	AC	3/27/2021	28
EXCHQR	010	EXCHEQUER	BEAR VALLEY ROAD	PRIVATE PROPERTY	10	10.31	2	Rural Local	1,612	12	19,344	AC	3/30/2021	28
HUNTER	010-F	HUNTERS VALLEY ROAD	PVT CHG	PVT CHG	13.49	13.71	2	Rural Minor Collector	1,152	12	13,824	AC	8/3/2021	28
JONES	040	JONES STREET	PVMT CHANGE AT 7TH STREET	END	10.72	0	2	Rural Local	620	22	13,640	AC	3/24/2021	28
OLDTOL	040	OLD TOLL ROAD	20222 FT SOUTH OF HORNITOS	27212 FT SOUTH OF HORNITOS	13.83	15.15	2	Rural Minor Collector	6,990	20	139,800	AC	3/25/2021	28
CMPBLL	010	CAMPBELL STREET	NW END OF CAMPBELL	DEXTER STREET	10	10.22	2	Rural Local	1,157	17	19,669	AC	3/31/2021	27
EWSTFL	010	EAST WESTFALL ROAD	TRIANGLE ROAD	END OF PVMT	10	10.86	2	Rural Minor Collector	4,526	24	108,624	AC	8/3/2021	27
GARCIA	010	GARCIA COURT	CREEL ROAD	END (CUL DE SAC)	10	10.09	2	Rural Local	479	24	11,496	AC	3/30/2021	27
GRYLNG	010	GRAYLING ROAD	KOKANEE ROAD	COACHMAN ROAD	10	10.11	2	Rural Local	588	26	15,288	AC	3/30/2021	27
INDNP2	10-A	INDIAN PEAK ROAD	OAK GROVE RD	4797 INDIAN PEAK RD	14.6	15.62	2	Rural Minor Collector	5,361	19	101,859	AC	3/26/2021	27
JACKSN	010	JACKSON ROAD	HWY 41	FORK	10	10.22	2	Rural Local	1,147	14	16,058	ST	3/31/2021	27
JALAPA	10-C	JALAPA WAY	HWY 132	W END	10.77	0	2	Rural Local	3,577	23	82,271	AC	3/27/2021	27
PENONB	010	PENON BLANCO	GRANITE SPRINGS	5636 FT EAST OF GRANITE SPRING	10	11.07	2	Rural Local	5,636	20	112,720	AC	3/27/2021	27
WORMAN	010	WORMAN ROAD	HWY 49	END OF PVMT	10	10.89	2	Rural Local	4,697	17	79,849	AC	3/26/2021	27
ERNST	010	ERNST ROAD	HOLTZEL ROAD	DOGTOWN ROAD	10	12.68	2	Rural Local	14,142	21	296,982	AC	3/31/2021	26
PONDCT	010	PONDEROSA COURT	HARRIS ROAD	END CUL DE SAC	10	10.14	2	Rural Local	742	28	20,776	AC	3/30/2021	26
WHTROC	020-B	WHITE ROCK ROAD	CREEK BRIDGE	400' N of W WESTFALL	18.28	21.32	2	Rural Local	16,046	16	256,736	AC	3/23/2021	26
GSANLW	020	GUISANILLO WAY	HWY 132	GRANITE SPRINGS ROAD	10.12	10.49	2	Rural Local	1,975	25	49,375	AC	3/27/2021	25
GUASAW	010	GUSANO WAY	CADENA WAY	BLANCHARD ROAD	14.87	15.18	2	Rural Local	1,657	22	36,454	AC	3/27/2021	25
JERSEY	020	JERSEYDALE ROAD	SCOTT ROAD	END OF PVMT	13.82	13.91	2	Rural Minor Collector	482	18	8,676	AC	3/26/2021	25
SNYDRC	010	SNYDER CREEK DRIVE	HITES COVE ROAD	SNYDER RIDGE ROAD	10	10.44	2	Rural Local	2,312	24	55,488	AC	3/26/2021	25
TULPIN	010	TULPIN WAY	GRANITE SPRINGS ROAD	GRILLO WAY	10	10.22	2	Rural Local	1,157	23	26,611	AC	3/27/2021	25
WATTRD	010	WATT ROAD EXTENTION	HWY 49	5041 WATT ROAD EXT.	10	10.19	2	Rural Local	1,009	18	18,162	AC	3/26/2021	25
CONVRS	010	CONVERSE ROAD	GREELEY HILL ROAD	END OF PVMT	10	10.91	2	Rural Local	4,810	19	91,390	AC	3/31/2021	24
CUNEO	010	CUNEO ROAD	131 NE OF PRIEST COULTERVILLE	DEXTER ROAD	13.01	13.46	2	Rural Local	2,397	15	35,955	AC	3/31/2021	24
FERRYR	020	FERRY ROAD	MAXWELL STREET	END OF PVMT	10.05	10.17	2	Rural Local	615	18	11,070	AC	3/25/2021	24
SILVER	010	SILVER STRAND FALL	BEGIN PVMT	ROYAL ARCHES	9.89	10	2	Rural Local	572	17	9,724	AC	3/26/2021	24
13THST	010	THIRTEENTH STREET	CHARLES STREET	JONES STREET	10	10.12	2	Rural Local	634	19	12,046	AC	3/24/2021	24
BTJKLN	020	BOOTJACK LANE	711 FT SOUTH OF DARRAH	BOOTJACK FIRE DEPARTMENT	10.13	10.18	2	Rural Local	297	18	5,346	AC	3/26/2021	23
CADENA	010	CADENA WAY	TUOLUMNE COUNTY LINE	BLANCHARD ROAD	10	10.3	2	Rural Local	1,569	22	34,518	AC	3/27/2021	23
CEDRST	010	CEDAR STREET	LAUREL WAY	FOREST DRIVE	10	10.05	2	Rural Local	277	16	4,432	AC	3/26/2021	23
8THST	010	EIGHTH STREET	JESSIE STREET	HWY 140	10	10.04	2	Rural Local	211	30	6,330	AC	3/24/2021	23
HOSPTL	010	HOSPITAL ROAD	SMITH ROAD	END OF HOSPITAL PROPERTY	10	10.14	2	Rural Local	752	39	29,328	AC/AC	3/24/2021	23
JHWRD	10-B	JOE HOWARD STREET	HWY 49	ANTONE ST	10	10.24	2	Rural Local	1,254	29	36,366	AC	3/24/2021	23
MADISO	010	MADISON AVENUE	PINE STREET	5083 MADISON AVE	10	10.09	1	Rural Local	456	12	5,472	AC	3/25/2021	23
PENONB	020	PENON BLANCO	5636 FT EAST OF GRANITE SPRING	21495 FT EAST OF GRANITE SPR.	11.07	14.07	2	Rural Local	15,859	14	222,026	AC/AC	3/27/2021	23

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AC (Asphalt Concrete); ST (Surface Treated)

Mariposa County- 2021 PMP Update
Section Description Inventory-Sorted by Descending PCI

Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
PINES3	010	PINE STREET	LAUREL WAY	END OF PVMT	10	10.07	2	Rural Local	391	15	5,865	AC	3/26/2021	23
USONA	010	USONA ROAD	INDIAN PEAK ROAD	24283 FT SOUTH OF HWY 49	10	10.96	2	Rural Minor Collector	5,061	20	101,220	AC	8/3/2021	23
WHTROC	10-A	WHITE ROCK ROAD	MERCED COUNTY LINE	BEND IN ROAD	10	11.7	2	Rural Local	8,963	16	143,408	AC	3/23/2021	23
BKERD	10-B	BUCKEYE ROAD	ROAD NARROWS SIGN	OLD HWY	11.26	12.39	2	Rural Minor Collector	5,949	16	95,184	ST	3/23/2021	22
GUASAN	010	GUSANO COURT	BEGIN PVMT	CADENA WAY	10	14.87	2	Rural Local	612	22	13,464	AC	3/27/2021	22
INDNP1	020	INDIAN PEAK ROAD	USONA ROAD	BRONCO HOLLOW ROAD	10.79	0	2	Rural Minor Collector	9,899	17	168,283	ST	3/26/2021	22
LIROCT	010	LIRO COURT	BEGIN PVMT	GRILLO DRIVE	9.88	10	2	Rural Local	615	23	14,145	AC	3/27/2021	22
LUNACT	010	LUNA COURT	BEGIN PVMT	BANDERILLA DRIVE	9.88	10	2	Rural Local	654	23	15,042	AC	3/27/2021	22
PAUTZK	010	PAUTZKE COURT	CREEL ROAD	END CUL DE SAC	10	10.1	2	Rural Local	528	24	12,672	AC	3/30/2021	22
PINEYC	020	PINEY CREEK ROAD	10198 PINEY CREEK RD	HWY 132	9.48	10	2	Rural Local	2,741	17	46,597	AC	3/31/2021	22
SIERRA	010	SIERRA DRIVE	DEXTER ROAD	PINE DRIVE	10	10.32	1	Rural Local	1,675	21	35,175	AC	3/31/2021	22
SULLIV	010	SULLIVAN ROAD	SILVER BAR ROAD	END OF PVMT	10	10.39	2	Rural Local	2,045	15	30,675	ST	3/30/2021	22
AZUCNA	010	AZUCENA COURT	BLANCHARD ROAD	CHICHARRO WAY	10	10.16	2	Rural Local	845	23	19,435	AC	3/27/2021	21
AZUNCA	020	AZUCENA COURT	CHICHARRO WAY	END	10.16	10.27	2	Rural Local	590	23	13,570	AC	3/27/2021	21
ESPUEL	010	ESPUELA COURT	BEGIN PVMT	VILLARREAL DRIVE	9.9	10	2	Rural Local	554	23	12,742	AC	3/27/2021	21
JSMNWY	010	JASMIN WAY	NARCISCO WAY	MARAVILLA DRIVE	10	10.21	2	Rural Local	1,134	23	26,082	AC	3/27/2021	21
PANCHT	010	PANCHITO WAY	RANCHITO DRIVE	END	10	10.17	2	Rural Local	992	23	22,816	AC	3/27/2021	21
PINETP	010	PINE TOP DRIVE	MEADOW LANE	END	10	10.61	2	Rural Local	3,236	19	61,484	AC	3/26/2021	21
ROSACT	010	ROSA COURT	BEGIN PVMT	MARAVILLA DRIVE	9.88	10	2	Rural Local	641	23	14,743	AC	3/31/2021	21
ROSALN	010	ROSALINDA COURT	JALISCO WAY	END	10	10.11	2	Rural Local	566	24	13,584	AC	3/27/2021	21
STROMG	020	STROMING ROAD	BRIDGE AT 8TH STREET	177 FT SOUTH OF BRIDGE	10.14	10.17	2	Rural Local	177	16	2,832	AC	3/25/2021	21
BKERD	10-A	BUCKEYE ROAD	BEN HUR RD	ROAD NARROWS SIGN	10	11.26	2	Rural Minor Collector	6,649	22	146,278	ST	3/23/2021	20
COHOCT	010	COHO COURT	SHOSHONE ROAD	END (CUL DE SAC)	10	10.06	2	Rural Local	322	24	7,728	AC	3/30/2021	20
INDNGR	10-A	INDIAN GULCH ROAD	HWY 140	5437 INDIAN GULCH RD	10	12.14	2	Rural Local	11,273	18	202,914	ST	3/24/2021	20
NARCIS	010	NARCISO WAY	HWY 132	GRANITE SPRINGS ROAD	10	10.27	2	Rural Local	1,426	25	35,650	AC	3/27/2021	20
VIOLET	010	VIOLETA WAY	GRILLO WAY	CHICHARRA WAY	10	10.43	2	Rural Local	2,270	23	52,210	AC	3/27/2021	20
WAGNER	010	WAGNER ROAD	BEGIN PVMT	ERNST ROAD	11.12	11.51	2	Rural Local	2,071	16	33,136	AC	3/31/2021	20
YOSEMF	010	YOSEMITE FALL	AHWAHNEE	END	10	10.12	2	Rural Local	618	16	9,888	AC	3/26/2021	20
BRTRP	010	BEAR TRAP DRIVE	BEGINNING OF PVMT WEST	END OF PAVEMENT EAST	10	10.48	2	Rural Local	2,534	19	48,146	AC	3/30/2021	19
BROWN	010	BROWN	END (CUL DE SAC)	HARRIS CUTOFF ROAD	9.92	10	2	Rural Local	422	15	6,330	AC	3/30/2021	19
DEXTRR	020	DEXTER ROAD	BEGIN PVMT	CUNEO ROAD	12.47	12.49	2	Rural Local	166	21	3,486	AC	3/31/2021	19
GSANLW	010	GUISANILLO WAY	HORMIGA CT	HWY 132	10	10.12	2	Rural Local	628	22	13,816	AC	3/27/2021	19
HIDALG	020	HIDALGO	BANDERILLA DRIVE	K4 RANCH GATE	10.51	10.64	2	Rural Minor Collector	681	24	16,344	AC	8/3/2021	19
HRMIGW	010	HORMIGA WAY	GUSANILLO WAY	HWY 132	10	10.27	2	Rural Local	1,445	23	33,235	AC	3/27/2021	19
KOWSTR	010	KOW STREET	BEGIN PVMT	MAIN STREET	0	10	2	Rural Local	466	16	7,456	AC	3/25/2021	19
MARGUR	010	MARGURITA COURT	BEGIN PVMT	CHAPULIN WAY	9.93	10	2	Rural Local	370	23	8,510	AC	3/27/2021	19
ODHWY2	010-B	OLD HIGHWAY	MARK TWAIN LN	SCHOOL HOUSE RD	11.73	12.69	2	Rural Local	5,028	16	80,448	ST	3/23/2021	19
SCHOOL	010	SCHOOL LANE	HWY 49	END OF PVMT	10	10.21	1	Rural Local	1,115	14	15,610	AC	3/30/2021	19
WHEELG	010	WHEELER GULCH	HWY 132	PARK KIOSK	10	10.35	2	Rural Local	1,856	20	37,120	AC	3/31/2021	19
WHTROC	10-B	WHITE ROCK ROAD	BEND IN ROAD	13000' E of COUNTY LINE	11.7	12.46	2	Rural Local	4,037	14	56,518	AC	3/23/2021	19
HITESC	010	HITES COVE ROAD	DOUBLE EAGLE	END OF PVMT	10	10.51	2	Rural Minor Collector	2,709	22	59,598	AC	3/26/2021	18
RNBWFL	010	RAINBOW FALLS	CLOUDS REST	END	10	10.11	2	Rural Local	605	24	14,520	AC	3/26/2021	18
BULLNX	010	UPPER BULLION STREET	CAMPBELL STREET	JONES STREET	10	10.07	2	Rural Local	375	22	8,250	AC	3/26/2021	18
HAPYIS	010	HAPPY ISLES	MEADOW LANE	END	10	10.07	2	Rural Local	365	18	6,570	AC	3/31/2021	17
JONES	020	JONES STREET	BULLION STREET	BRIDGE	10.04	10.39	2	Rural Local	1,835	22	40,370	AC	3/24/2021	17
MTGANE	010	MT. GANES MINE ROAD	19082 NORTH OF HORNITOS	BEAR VALLEY ROAD	13.61	14.32	2	Rural Local	3,728	12	44,736	AC	3/30/2021	17
OLDTOL	010	OLD TOLL ROAD	HORNITOS	3602 FT SOUTH OF HORITOS	10	10.68	2	Rural Minor Collector	3,602	22	79,244	AC	3/25/2021	17
SNYDRR	010	SNYDER RIDGE ROAD	HITES COVE ROAD	SNYDER CREEK ROAD	10	10.78	2	Rural Local	4,118	22	90,596	AC	3/26/2021	17
WHTROC	10-C	WHITE ROCK ROAD	13000' E of COUNTY LINE	25000' E of COUNTY LINE	12.46	14.73	2	Rural Local	12,000	16	192,000	AC	3/23/2021	17
BLNCRD	010	BLANCHARD	GRANITE SPRINGS ROAD	TUOLUMNE COUNTY LN	10	10.91	2	Rural Local	4,812	25	120,300	AC	3/27/2021	16
CASTNO	010	CASTANO WAY	BLANCHARD ROAD (SOUTH)	BLANCHARD ROAD (NORTH)	10	10.39	2	Rural Local	2,070	22	45,540	AC	3/27/2021	16
COACH2	010	COACHMAN ROAD	HARRIS CUT OFF ROAD	END (CUL DE SAC)	10	10.24	2	Rural Local	1,249	24	29,976	AC	3/30/2021	16
FRSTA1	010	FORESTA ROAD	HWY 140	981 FT EAST OF HWY 140	10	10.19	2	Rural Local	981	21	20,601	ST	3/25/2021	16
INDNGR	10-B	INDIAN GULCH ROAD	5437 INDIAN GULCH RD	INDIAN GULCH EXT	12.14	15.07	2	Rural Local	15,493	15	232,395	ST	3/24/2021	16
LEHMIT	010	LEHAMITE FALLS	CLOUDS REST	END	10	10.1	2	Rural Local	526	20	10,520	AC	3/26/2021	16
LILLIA	010	LILLIAN LANE	END OF PAVEMENT	MYKLEOAKS	9.92	10	2	Rural Local	422	19	8,018	AC	3/30/2021	16
PINE	010	PINE	CAMPBELL STREET (WEST)	CAMPBELL STREET (EAST)	10	10.05	1	Rural Local	264	12	3,168	AC	3/31/2021	16
7THST	010-B	SEVENTH STREET	HWY 140	BULLION ST	10.05	0	2	Rural Local	260	40	10,400	AC	3/24/2021	16
BROOKS	010	BROOKS ROAD	HWY 49	WOODLAND DRIVE	10	10.38	2	Rural Local	1,996	24	47,904	ST	3/26/2021	15
MTOPHR	010	MT. OPHIR ROAD	HWY 49 (SOUTH)	HWY 49 (NORTH)	10	10.65	2	Rural Local	3,421	20	68,420	AC	3/25/2021	15
PENONB	040	PENON BLANCO	22928 FT EAST OF GRANITE SPR.	HWY 49	14.34	14.5	2	Rural Local	862	14	12,068	AC	3/27/2021	15
SENTIN	010	SENTINAL DOME	CATHEDRAL SPIRES	END	10	10.05	2	Rural Local	282	20	5,640	AC	3/26/2021	15
10THST	020	TENTH STREET	JONES STREET	OLD HWY	10.05	10.13	2	Rural Local	400	15	6,000	AC	3/24/2021	15
BRDVEL	010	BRIDALVEIL FALL	END	AHWAHNEE	9.94	10	2	Rural Local	316	18	5,688	AC	3/26/2021	14
CEDRLN	010	CEDAR LANE	SNYDER CREEK	SNYDER RIDGE	10	10.09	2	Rural Local	493	26	12,818	AC	3/26/2021	14
HALFDM	010	HALF DOME	CLOUDS REST	END	10	10.1	2	Rural Local	523	20	10,460	AC	3/26/2021	14

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Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
MACRWY	010	MACREADY WAY	HWY 49	GATE	10	10.17	2	Rural Local	885	20	17,700	AC	3/30/2021	14
ANGLER	010	ANGLERS COURT	CREEL ROAD	END (CUL-DE-SAC)	10	0	2	Rural Local	451	24	10,824	AC	3/30/2021	13
CYARD	010	C Y A ROAD	HWY 49	CAMP ENTRANCE	10	13.7	2	Rural Local	19,548	22	430,056	AC	3/30/2021	13
HAMSTA	010	HAMILTON STATION LOOP	HWY 120 (WEST)	HWY 120 (EAST)	10	10.43	2	Rural Local	2,274	20	45,480	AC	3/25/2021	13
LOZANO	010	LOZANO STREET	GRANITE SPRINGS ROAD	TUOLUMNE COUNTY LINE	10	10.69	2	Rural Local	3,645	25	91,125	AC	3/27/2021	13
OAKRD	010	OAK ROAD	BEGIN OF PVMT	HWY 140	11.13	12.04	2	Rural Local	4,819	18	86,742	ST	3/25/2021	13
ODHWY2	010-E	OLD HIGHWAY	2795 OLD HWY	30658' W of HWY 40	13.79	15.81	2	Rural Local	10,658	21	223,818	ST	3/23/2021	13
OLDTOL	030	OLD TOLL ROAD	14210 FT SOUTH OF HORNITOS	20222 SOUTH OF HORNITOS	12.69	13.83	2	Rural Minor Collector	6,012	22	132,264	AC	3/25/2021	13
7THST	010-A	SEVENTH STREET	BULLION ST	JONES ST	10.1	10.15	2	Rural Local	290	30	8,700	AC	3/24/2021	13
CHRLS2	10-A	CHARLES STREET	NW of 13TH ST	12TH ST	10	10.12	2	Rural Local	626	18	11,268	AC	3/24/2021	12
GOLDEN	010	GOLDEN	END AT CUL DE SAC	HARRIS CUT OFF ROAD	9.92	10	2	Rural Local	415	18	7,470	AC	3/30/2021	12
RIBBON	010	RIBBON FALL	BEGIN PVMT	GLACIER POINT	9.89	10	2	Rural Local	581	21	12,201	AC	3/26/2021	12
SCOTT	010	SCOTT ROAD	JERSEYDALE ROAD	DOUBLE EAGLE ROAD	10	11.29	2	Rural Minor Collector	6,797	22	149,534	AC	3/26/2021	12
AGUAFR	010	AGUA FRIA ROAD	HWY 140	HWY 49	10	0	2	Rural Local	12,197	14	170,758	AC	3/25/2021	11
BKMDWS	020	BUCK MEADOWS ROAD	26588 FT NORTH OF GREELEY	552 FT SOUTH OF HAMILTON STA	0	15.87	1	Rural Local	3,598	15	53,970	AC	3/25/2021	11
CASCDE	010	CASCADE CREEK FALLS	BEGIN PVMT	CLOUDS REST	9.88	10	2	Rural Local	651	22	14,322	AC	3/26/2021	11
CREEL	020	CREEL ROAD	SHOSHONE ROAD	END AT GATE	10.71	10.81	2	Rural Local	528	24	12,672	AC	3/30/2021	11
HUNTER	020	HUNTERS VALLEY ROAD	29515 FT NORTH OF BEAR VALLEY	30495 FT NORTH OF BEAR VALLEY	15.59	15.78	2	Rural Minor Collector	980	14	13,720	AC	3/30/2021	11
KEMBLE	010	KEMBLE ROAD	WORMAN ROAD	5884 FT NORTH OF WORMAN ROAD	10	11.11	2	Rural Local	5,884	18	105,912	AC	3/26/2021	11
9THST2	020	NINTH STREET	JONES STREET	OLD HWY NORTH	10.04	10.15	2	Rural Local	568	23	13,064	AC	3/24/2021	11
STOCKC	010	STOCKTON CREEK ROAD	HWY 49	END OF PVMT	10	10.73	1	Rural Local	3,844	15	57,660	AC	3/24/2021	11
12THST	010-C	TWELFTH STREET	JESSIE ST	HWY 140	9.08	10	2	Rural Local	88	23	2,024	AC	3/24/2021	11
WHTROC	030	WHITE ROCK ROAD	BEGIN PVMT 5264 FT E OLD HWY	OLD HWY	28.78	29.77	2	Rural Local	5,264	16	84,224	AC	3/23/2021	11
BKMDWS	030	BUCK MEADOWS ROAD	552 FT SOUTH OF HAMILTON STA	HAMILTON STATION LOOP	15.87	15.97	1	Rural Local	552	15	8,280	AC	3/25/2021	10
DEXTRS	010	DEXTER STREET	CAMPBELL (NORTH)	CAMPBELL (SOUTH)	10	10.09	2	Rural Local	475	15	7,125	AC	3/31/2021	10
MHMINE	010	MARY HARRISON MINE ROAD	BEGIN OF PVMT	HWY 49	0	10	2	Rural Local	1,954	17	33,218	AC	3/31/2021	10
ODHWY2	010-D	OLD HIGHWAY	2641 OLD HWY	2795 OLD HWY	13.11	13.79	2	Rural Local	3,571	16	57,136	ST	3/23/2021	10
6THST	10-A	SIXTH STREET	STROMING ST	HWY 140	10	10.04	2	Rural Local	235	28	6,580	AC	3/24/2021	10
VARAIN	010	VARAIN ROAD	BEGIN PVMT	HWY 49	9.46	10	2	Rural Local	2,851	19	54,169	AC	3/26/2021	10
WHTROC	020-A	WHITE ROCK ROAD	25000' N of COUNTY LINE	CREEK BRIDGE	14.73	18.28	2	Rural Local	18,713	16	299,408	AC	3/23/2021	10
CWCHCT	010	CHOWCHILLA COURT	BEGIN PVMT	HARRIS ROAD	9.97	10	2	Rural Local	149	26	3,874	AC	3/30/2021	9
FRMMBB	010	FROM MT. BULLION CUTOFF	PRINCETON WAY	MT. BULLION CUTOFF ROAD	10	10.12	2	Rural Local	634	17	10,778	AC	3/30/2021	9
HEDDON	010	HEDDON COURT	END CUL DE SAC	PILOT PEAK ROAD	9.87	10	2	Rural Local	681	24	16,344	AC	3/30/2021	9
MUELLR	010	MUELLER ROAD	SMITH ROAD (WEST)	SMITH ROAD (EAST)	10	10.58	3	Rural Local	3,062	17	52,054	AC	3/24/2021	9
ODHWY2	020-C	OLD HIGHWAY	WHITE ROCK RD	BRIDGE (WHITE)	19.45	20.5	2	Rural Local	5,506	18	99,108	ST	3/23/2021	9
RNBWRD	010	RAINBOW ROAD	HARRIS CUT OFF ROAD	END CUL DE SAC	10	10.32	2	Rural Local	1,690	24	40,560	AC	3/30/2021	9
RNBWVI	010	RAINBOW VIEW	BEGIN PVMT	MEADOW LANE	0	10	2	Rural Local	541	19	10,279	AC	3/26/2021	9
SILVRD	010	SILVER DOCTOR COURT	END CUL DE SAC	HARRIS CUT OFF ROAD	9.91	10	2	Rural Local	475	18	8,550	AC	3/30/2021	9
SPRECK	010	SPECKLED COURT	HARRIS CUT OFF ROAD	END CUL DE SAC	10	10.08	2	Rural Local	440	22	9,680	AC	3/30/2021	9
CHICHC	010	CHICHARRA COURT	BEGIN PVMT	CHICHARRA WAY	9.94	10	2	Rural Local	338	23	7,774	AC	3/27/2021	8
CLVLCT	010	CLAVEL COURT	BEGIN PVMT	CLAVEL WAY	9.94	10	2	Rural Local	310	23	7,130	AC	3/27/2021	8
CRANEC	010	CRANE CREEK ROAD	FORESTA ROAD	HWY 140	10	10.21	1	Rural Local	1,116	12	13,392	AC	3/25/2021	8
FRM120	010	FROM 120	HWY 120 (WEST)	HWY 120 (EAST)	10	10.14	2	Rural Local	756	29	21,924	AC	3/31/2021	8
FRMMBA	010	FROM MT. BULLION CUTOFF	MT. BULLION CUTOFF ROAD	MAGUIRE STREET	10	10.1	2	Rural Local	528	14	7,392	AC	3/30/2021	8
INDNGR	020	INDIAN GULCH ROAD	INDIAN GULCH EXT	HORNITOS ROAD	15.07	18.95	2	Rural Local	20,462	14	286,468	ST	3/27/2021	8
INDNP1	010	INDIAN PEAK ROAD	BEGINNING OF PAVEMENT	USONA ROAD	10	10.79	2	Rural Minor Collector	4,146	17	70,482	ST	3/26/2021	8
JONES	010	JONES STREET	HWY 140	BULLION STREET	10	10.04	2	Rural Local	191	26	4,966	AC	3/24/2021	8
MAXWEL	010	MAXWELL STREET	FERRY STREET	PINE STREET	10	10.1	1	Rural Local	528	12	6,336	AC	3/25/2021	8
MCNALL	010	MC NALLY ROAD	HWY 49	END OF PVMT	10	10.11	2	Rural Local	595	22	13,090	AC	3/26/2021	8
MONOCT	010	MONO COURT	SHOSHONE ROAD	END CUL DE SAC	10	10.06	2	Rural Local	306	24	7,344	AC	3/30/2021	8
MOSCA	010	MOSCA COURT	BEGIN PVMT	GRILLO DRIVE	9.91	10	2	Rural Local	492	23	11,316	AC	3/27/2021	8
ODHWY2	020-B	OLD HIGHWAY	3575 OLD HWY	WHITE ROCK RD	17.67	19.45	2	Rural Local	9,422	18	169,596	ST	3/23/2021	8
PARMAB	010	PARMABELLE ROAD	HARRIS CUT OFF ROAD	END CUL DE SAC	10	10.43	2	Rural Local	2,265	24	54,360	AC	3/30/2021	8
PIUTE	010	PIUTE COURT	PILOT PEAK ROAD	END CUL DE SAC	10	10.08	2	Rural Local	425	24	10,200	AC	3/30/2021	8
10THS2	010	TENTH STREET	JESSIE STREET	HWY 140	9.06	10	2	Rural Local	211	28	5,908	AC	3/24/2021	8
ZARZAL	010	ZARZAL COURT	RANCHTIO DRIVE	END	10	10.12	2	Rural Local	623	23	14329	AC	3/27/2021	8
BLKSCK	020	BLACKS CREEK ROAD	1746 FT NORTH OF HWY 49	HWY 49	9.67	10	2	Rural Local	1,746	15	26,190	AC	3/31/2021	7
5THST	010	FIFTH STREET	HWY 140	BULLION STREET	10	10.06	2	Rural Local	317	23	7,291	AC	3/24/2021	7
2NDST	010	SECOND STREET	BULLION STREET	END	10	10.02	2	Rural Local	100	28	2,800	AC	3/24/2021	7
7THST	010-C	SEVENTH STREET	END OF PAVEMENT	HWY 140	10	10.05	2	Rural Local	242	17	4,114	AC	3/24/2021	7
CHINCH	010	CHINCHE COURT	BEGIN PVMT	MARAVILLA DRIVE	0	10	2	Rural Local	354	22	7,788	AC	3/31/2021	6
ODHWY2	020-A	OLD HIGHWAY	3058' E of HWY 140	3575 OLD HWY	15.81	17.67	2	Rural Local	9,828	18	176,904	ST	3/23/2021	6
BESTRD	010	BEST ROAD	END of PVMT	HITES COVE	11.25	11.31	2	Rural Local	300	22	6,600	AC	3/26/2021	5
BKMDWS	010	BUCK MEADOWS ROAD	GREELEY HILL ROAD	5837 FT NORTH OF GREELEY HILL	10	11.11	2	Rural Local	5,837	18	105,066	AC	3/25/2021	5
FAIRGD	010	FAIRGROUNDS ROAD	HWY 49	END OF PVMT	10	10.24	2	Rural Local	1,264	22	27,808	AC	3/26/2021	5
FRSTA1	020	FORESTA ROAD	981 FT EAST OF HWY 140	1891 FT EAST OF HWY 140	10.19	10.36	2	Rural Local	910	21	19,110	AC	3/25/2021	5

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

AC (Asphalt Concrete); ST (Surface Treated)

Mariposa County- 2021 PMP Update
Section Description Inventory-Sorted by Descending PCI

Street ID	Section ID	Street Name	Beg Location	End Location	Beg Point	End Point	Lanes	Functional Class	Length	Width	Area	Surface Type	Inspection Date	PC
MARKLE	010	MARK LEE ROAD	GANNS CORAL ROAD	END OF PVMT	10	10.31	2	Rural Local	1,637	20	32,740	AC	3/24/2021	5
MCCAY	010	MCCAY ROAD	HORNITOS ROAD	END OF PVMT	9.5	10	2	Rural Local	2,649	14	37,086	ST	3/27/2021	5
TRABUC	010	TRABUCCO STREET	MARIPOSA STREET	END AT GATE	10	10.04	2	Rural Local	211	18	3,798	AC	3/24/2021	5
AURORA	010	AURORA	CHOWCHILLA MOUNTAIN ROAD	END OF PVMT	10	10.06	2	Rural Local	322	16	5,152	AC	3/26/2021	4
BLKSCK	010	BLACKS CREEK ROAD	BEGINNING OF PVMT	1746 FT NORTH OF HWY 49	0	9.67	2	Rural Local	795	15	11,925	AC	3/31/2021	4
FRNRRD	10-A	FOURNIER ROAD	ANTONE ST	PVMT CHG	10	10.05	2	Rural Local	279	22	6,138	AC	3/26/2021	4
MARIPS	010	MARIPOSA STREET	6TH STREET	END	10	10.12	2	Rural Local	634	20	12,680	AC	3/24/2021	4
6THST	10-B	SIXTH STREET	HWY 140	BULLION ST	10.04	10.09	2	Rural Local	268	40	10,720	AC	3/24/2021	4
STAIRC	010	STAIRCASE FALLS	CLOUDS REST	END	10	10.08	2	Rural Local	422	23	9,706	AC	3/26/2021	4
VARDEN	010	VARDEN	CHOWCHILLA MOUNTAIN ROAD	END CUL DE SAC	10	10.11	2	Rural Local	565	18	10,170	AC	3/31/2021	4
WHITEC	010	WHITE CHIEF MT. ROAD	BEGIN PVMT	HWY 41	9.76	10	2	Rural Local	1,267	19	24,073	AC	3/26/2021	4
BTJKRD	010	BOOTJACK ROAD	MADERA COUNTY LINE	WORMAN ROAD	10	10.29	1	Rural Local	1,507	15	22,605	AC	3/26/2021	3
CARSTN	010	CARSTENS ROAD	HWY 140	END OF PVMT	10	0	2	Rural Local	394	23	9,062	AC	3/25/2021	3
JERSEY	030	JERSEYDALE ROAD	BEGIN SECOND PVMT SECTION	END OF SECOND PVMT SECTION	13.91	0	2	Rural Minor Collector	306	15	4,590	AC	3/26/2021	3
MARSHL	010	MARSHALL ROAD	MARK LEE ROAD	OLD HWY	10	10.24	2	Rural Local	1,262	19	23,978	AC	3/24/2021	3
REDIBI	010	RED IBIS COURT	COACHMAN ROAD	END CUL DE SAC	10	10.1	2	Rural Local	546	22	12,012	AC	3/30/2021	3
STROMG	010	STROMING ROAD	END OF PAVEMENT	BRIDGE AT 8TH STREET	0	0	2	Rural Local	721	15	10,815	AC	3/25/2021	3
COACH1	010	COACHMAN ROAD	END (CUL DE SAC)	HARRIS CUT OFF ROAD	10	0	2	Rural Local	2,314	20	46,280	AC	3/30/2021	2
4THST	010	FOURTH STREET	HWY 140	BULLION STREET	10	10.05	2	Rural Local	264	22	5,808	AC	3/24/2021	2
GANNCO	010	GANNS CORRAL ROAD	BEGIN PVMT	MARK LEE ROAD	10	10.1	2	Rural Local	518	18	9,324	AC	3/24/2021	2
KEMBLE	020	KEMBLE ROAD	5884 FT NORTH OF WORMAN ROAD	BRIDGE	11.11	0	2	Rural Local	1,904	22	41,888	AC	3/26/2021	2
KEMBLE	030	KEMBLE ROAD	BRIDGE	9581 FT NORTH OF WORMAN ROAD	11.47	0	2	Rural Local	1,793	22	39,446	AC	3/26/2021	2
BROOKR	010	BROOK ROAD	PARMABELLE ROAD	RAINBOW ROAD	10	10.12	2	Rural Local	634	24	15,216	AC	3/30/2021	1
INDNGE	010	INDIAN GULCH EXT.	1034 FT WEST OF INDIAN GULCH	INDIAN GULCH	15.6	15.8	2	Rural Local	1,034	11	11,374	AC	3/27/2021	0
BRTENT	010	BARRETT ENTRANCE	MERCED FALLS ROAD	BARRETT COVE ROAD	10	0	2	Rural Local	1,936	21	40,656	GRAVEL	-	-
CWCHRD	030	CHOWCHILLA MT. ROAD	HARRIS CUT OFF ROAD	END OF PVMT	11.76	12.07	2	Rural Major Collector	1,656	26	43,056	GRAVEL	-	-
HAYWRD	020	HAYWARD ROAD	67 FT NORTH OF GATE	RANCHITO DRIVE	10.01	0	2	Rural Minor Collector	54	22	1,188	GRAVEL	-	-
TROWER	10-A	TROWER ROAD	HWY 140 (WEST)	178' W of HWY 140	11.61	11.58	2	Rural Local	178	14	2,492	GRAVEL	-	-
TROWER	10-B	TROWER ROAD	862' W of HWY 140	1198' W of HWY 140 (PRIVATE)	11.45	11.39	2	Rural Local	336	14	4,704	GRAVEL	-	-

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

AC (Asphalt Concrete); ST (Surface Treated)

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Appendix B

Maintenance and Rehabilitation Decision Tree

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Maintenance and Rehabilitation (M&R) Decision Tree

This report presents the current maintenance and rehabilitation decision tree that exists in the database. The decision tree forms the basis for all of the budgetary computations included in this report. ***Changes to the decision tree will make the results in the budget reports invalid.*** All pavement treatment unit costs relevant to the road types in the database were updated.

The decision tree lists the treatments and costs selected for preventive maintenance and rehabilitation activities. Each line represents a specific combination of functional classification and surface type.

The preventive maintenance portion of the report is identified as Condition Category I – Very Good. All preventive maintenance treatment listings are assigned only to sections in Condition Category I where the PCI ≥ 70. Sections with PCI values less than 70 are assigned to treatments listed in Categories II through V.

In the preventive maintenance category (PCI ≥ 70), a time sequence is used to identify the appropriate treatment and cost. Each preventive maintenance treatment description consists of three parts: 1) a CRACK treatment, 2) a SURFACE treatment, and 3) a RESTORATION treatment. These three parts allow the user to specify one of three different preventive maintenance treatments depending on the prior maintenance history of the section.

1. The CRACK treatment part can be used to specify the most frequent type of preventive maintenance activity planned (typically crack seals).
2. The SURFACE treatment part can be used to specify more extensive and less frequent preventive maintenance activities, such as chip seals or slurry seals. For example, a crack seal can be specified on a 3-year cycle with a slurry seal specified after 5 years.
3. The RESTORATION part can be used to specify a surface restoration treatment (such as an overlay) to be performed after a specified number of surface treatments. For example, after a certain number of successive slurry seals, an overlay can be specified instead of another slurry seal.

Rehabilitation treatments are assigned to sections in Condition Categories II through V (PCI less than 70). Each line is defined by a specific combination of functional classification, surface type, and condition category.

COLUMN	DESCRIPTION
Functional Class	Functional Classification identifying the branch
Surface	Surface Type identifying the branch number.
Condition Category	Condition Category (I through V).
Treatment Type	First Row (Crack Treatment) indicates localized treatment (e.g. crack sealing). Second Row (Surface Treatment) indicates surface treatment

COLUMN	DESCRIPTION
	(e.g. slurry sealing). Third Row (Restoration Treatment) indicates surface restoration (e.g. overlay).
Treatment	Name of treatments from the "Treatment Descriptions" report.
Yrs. Between Crack Seals	First Row - number of years between successive treatment applications specified in the first row (i.e. CRACK treatment).
Yrs. Between Surface Seals	Second Row - number of years between successive treatment applications specified in the second row (i.e. SURFACE treatment).
Number of Sequential Seals	Number of times that the treatment application in the second row (i.e. SURFACE treatment) will be performed prior to performing the treatment application in the third row.

Note that the treatments assigned to each section should not be blindly followed in preparing a road maintenance program. Engineering judgment and project level analysis should be applied to ensure that the treatment is appropriate and cost effective for the section.

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Mariposa County

Decision Tree

Printed: 9/29/2021

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Arterial	AC	I - Very Good	Crack Treatment	CRACK FILLING	$1.50	9		
			Surface Treatment	Slurry Seal w/Crack Seal & 1%Digouts	$6.75		5	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		REJUVENATOR	$1.00		5	
		III - Good, Load Related		CHIP SEAL	$5.50			
		IV - Poor		OVERLAY	$22.50			
		V - Very Poor		RECONSTRUCT SURFACE (AC)	$56.00			
	AC/AC	I - Very Good	Crack Treatment	DO NOTHING	$0.00	9		
			Surface Treatment	CHIP SEAL AND FOG SEAL	$2.70		5	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		REJUVENATOR	$1.00		5	
		III - Good, Load Related		CHIP SEAL	$5.50			
		IV - Poor		OVERLAY	$22.50			
		V - Very Poor		RECONSTRUCT SURFACE (AC)	$56.00			
	AC/PCC	I - Very Good	Crack Treatment	DO NOTHING	$0.00	9		
			Surface Treatment	CHIP SEAL AND FOG SEAL	$250.00		5	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		REJUVENATOR	$1.00		5	
		III - Good, Load Related		CHIP SEAL	$5.50			
		IV - Poor		OVERLAY	$22.50			
		V - Very Poor		RECONSTRUCT SURFACE (AC)	$56.00			
	PCC	I - Very Good	Crack Treatment	DO NOTHING	$0.00	3		
			Surface Treatment	DO NOTHING	$0.00		99	
			Restoration Treatment	DO NOTHING	$0.00			100
		II - Good, Non-Load Related		DO NOTHING	$1.11			
		III - Good, Load Related		DO NOTHING	$1.51			
		IV - Poor		THICK AC OVERLAY(2.5 INCHES)	$1.92			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	$14.00			

Functional Class and Surface combination not used

Selected Treatment is not a Surface Seal

Criteria:

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

Mariposa County

Decision Tree

Printed: 9/29/2021

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Arterial	ST	I - Very Good	Crack Treatment	DO NOTHING	$0.00	9		
			Surface Treatment	CHIP SEAL AND FOG SEAL	$2.70		5	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		CHIP SEAL	$2.70		5	
		III - Good, Load Related		CHIP SEAL	$5.50			
		IV - Poor		OVERLAY	$22.50			
		V - Very Poor		RECONSTRUCT STRUCTURE (AC)	$56.00			

Functional Class and Surface combination not used

Selected Treatment is not a Surface Seal

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

Mariposa County

Decision Tree

Printed: 9/29/2021

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Collector	AC	I - Very Good	Crack Treatment	CRACK FILLING	$1.50	9		
			Surface Treatment	Slurry Seal w/Crack Seal & 1%Digouts	$6.75		7	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		Cape Seal w/3%Digouts	$11.00		7	
		III - Good, Load Related		Thin(1.5")Mill & Overlay w/4%Digouts	$30.50			
		IV - Poor		Thick(3")Overlay w/5%Digouts	$48.75			
		V - Very Poor		Surface Reconstruct(4"Remove&Replace w/HMA)	$62.25			
	AC/AC	I - Very Good	Crack Treatment	CRACK FILLING	$1.50	9		
			Surface Treatment	Slurry Seal w/Crack Seal & 1%Digouts	$6.75		7	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		Cape Seal w/3%Digouts	$11.00		7	
		III - Good, Load Related		Thin(1.5")Mill & Overlay w/4%Digouts	$30.50			
		IV - Poor		Thick(3")Overlay w/5%Digouts	$48.75			
		V - Very Poor		Surface Reconstruct(4"Remove&Replace w/HMA)	$62.25			
	AC/PCC	I - Very Good	Crack Treatment	DO NOTHING	$0.00	9		
			Surface Treatment	CHIP SEAL AND FOG SEAL	$2.70		7	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		REJUVENATOR	$1.00		7	
		III - Good, Load Related		CHIP SEAL	$5.50			
		IV - Poor		OVERLAY	$20.50			
		V - Very Poor		RECONSTRUCT SURFACE (AC)	$39.00			

Functional Class and Surface combination not used

Selected Treatment is not a Surface Seal

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

Mariposa County

Decision Tree

Printed: 9/29/2021

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Collector	PCC	I - Very Good	Crack Treatment	DO NOTHING	$0.00	9		
			Surface Treatment	DO NOTHING	$0.00		99	
			Restoration Treatment	DO NOTHING	$0.00			100
		II - Good, Non-Load Related		DO NOTHING	$1.11			
		III - Good, Load Related		DO NOTHING	$1.51			
		IV - Poor		THICK AC OVERLAY(2.5 INCHES)	$1.92			
		V - Very Poor		THIN AC OVERLAY(1.5 INCHES)	$7.47			
	ST	I - Very Good	Crack Treatment	CRACK FILLING	$1.50	9		
			Surface Treatment	Slurry Seal w/Crack Seal & 1%Digouts	$6.75		5	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		Cape Seal w/3%Digouts	$11.00		5	
		III - Good, Load Related		Thin(1.5")Mill & Overlay w/4%Digouts	$30.50			
		IV - Poor		Thick(3")Overlay w/5%Digouts	$48.75			
		V - Very Poor		RECONSTRUCT SURFACE (AC)	$62.25			

Functional Class and Surface combination not used

Selected Treatment is not a Surface Seal

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

Mariposa County

Decision Tree

Printed: 9/29/2021

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Residential/Local	AC	I - Very Good	Crack Treatment	CRACK FILLING	$1.50	9		
			Surface Treatment	Slurry Seal w/Crack Seal & 1%Digouts	$5.75		9	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		Slurry Seal w/3%Digouts	$5.25			
		III - Good, Load Related		Chip Seal w/Crack Seal & 4%Digouts	$15.00			
		IV - Poor		Thin(1.5")Overlay w/5%Digouts	$26.50			
		V - Very Poor		Surface Reconstruct(2.5"Remove&Replace w/HMA)	$34.75			
	AC/AC	I - Very Good	Crack Treatment	CRACK FILLING	$1.50	9		
			Surface Treatment	Slurry Seal w/Crack Seal & 1%Digouts	$5.75		9	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		Slurry Seal w/3%Digouts	$5.25			
		III - Good, Load Related		Chip Seal w/Crack Seal & 4%Digouts	$15.00			
		IV - Poor		Thin(1.5")Overlay w/5%Digouts	$26.50			
		V - Very Poor		Surface Reconstruct(2.5"Remove&Replace w/HMA)	$34.75			
	AC/PCC	I - Very Good	Crack Treatment	DO NOTHING	$0.00	9		
			Surface Treatment	CHIP SEAL AND FOG SEAL	$2.50		9	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		REJUVENATOR	$0.75		9	
		III - Good, Load Related		CHIP SEAL	$5.00			
		IV - Poor		OVERLAY	$17.00			
		V - Very Poor		RECONSTRUCT SURFACE (AC)	$25.50			

Functional Class and Surface combination not used

Selected Treatment is not a Surface Seal

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

Mariposa County

Decision Tree

Printed: 9/29/2021

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Residential/Local	PCC	I - Very Good	Crack Treatment	DO NOTHING	$0.00	4		
			Surface Treatment	DO NOTHING	$0.00		99	
			Restoration Treatment	DO NOTHING	$0.00			100
		II - Good, Non-Load Related		DO NOTHING	$1.11			
		III - Good, Load Related		DO NOTHING	$0.00			
		IV - Poor		THICK AC OVERLAY(2.5 INCHES)	$1.92			
		V - Very Poor		THICK AC OVERLAY(2.5 INCHES)	$7.27			
	ST	I - Very Good	Crack Treatment	CRACK FILLING	$1.50	9		
			Surface Treatment	Slurry Seal w/Crack Seal & 1%Digouts	$5.75		9	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		Slurry Seal w/3%Digouts	$5.25			
		III - Good, Load Related		Chip Seal w/Crack Seal & 4%Digouts	$15.00			
		IV - Poor		Thin(1.5")Overlay w/5%Digouts	$26.50			
		V - Very Poor		Surface Reconstruct(2.5"Remove&Replace w/HMA)	$34.75			

Functional Class and Surface combination not used

Selected Treatment is not a Surface Seal

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

Mariposa County

Decision Tree

Printed: 9/29/2021

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Other	AC	I - Very Good	Crack Treatment	DO NOTHING	$0.00	9		
			Surface Treatment	CHIP SEAL AND FOG SEAL	$2.50		9	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		REJUVENATOR	$1.00		9	
		III - Good, Load Related		CHIP SEAL	$5.00			
		IV - Poor		OVERLAY	$17.00			
		V - Very Poor		RECONSTRUCT SURFACE (AC)	$25.50			
	AC/AC	I - Very Good	Crack Treatment	DO NOTHING	$0.00	9		
			Surface Treatment	CHIP SEAL AND FOG SEAL	$2.50		9	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		REJUVENATOR	$1.00		9	
		III - Good, Load Related		CHIP SEAL	$5.00			
		IV - Poor		OVERLAY	$17.00			
		V - Very Poor		RECONSTRUCT SURFACE (AC)	$25.50			
	AC/PCC	I - Very Good	Crack Treatment	DO NOTHING	$0.00	9		
			Surface Treatment	CHIP SEAL AND FOG SEAL	$2.50		9	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		REJUVENATOR	$1.00		9	
		III - Good, Load Related		CHIP SEAL	$5.00			
		IV - Poor		OVERLAY	$17.00			
		V - Very Poor		RECONSTRUCT SURFACE (AC)	$25.50			
	PCC	I - Very Good	Crack Treatment	DO NOTHING	$0.00	9		
			Surface Treatment	DO NOTHING	$0.00		99	
			Restoration Treatment	DO NOTHING	$0.00			100
		II - Good, Non-Load Related		DO NOTHING	$1.11			
		III - Good, Load Related		DO NOTHING	$1.51			
		IV - Poor		THICK AC OVERLAY(2.5 INCHES)	$1.92			
		V - Very Poor		THICK AC OVERLAY(2.5 INCHES)	$7.27			

Functional Class and Surface combination not used

Selected Treatment is not a Surface Seal

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

Mariposa County

Decision Tree

Printed: 9/29/2021

Functional Class	Surface	Condition Category	Treatment Type	Treatment	Cost/Sq Yd, except Seal Cracks in LF:	Yrs Between Crack Seals	Yrs Between Surface Seals	# of Surface Seals before Overlay
Other	ST	I - Very Good	Crack Treatment	DO NOTHING	$0.00	9		
			Surface Treatment	CHIP SEAL AND FOG SEAL	$2.50		9	
			Restoration Treatment	DO NOTHING	$0.00			99
		II - Good, Non-Load Related		CHIP SEAL	$2.50			
		III - Good, Load Related		CHIP SEAL	$5.00			
		IV - Poor		OVERLAY	$17.00			
		V - Very Poor		RECONSTRUCT SURFACE (AC)	$25.50			

Functional Class and Surface combination not used

Selected Treatment is not a Surface Seal

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Appendix C

Budget Needs Analysis Results

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Budget Needs Reports

The purpose of this section is to answer the question: ***If the County had all the money in the world, what sections should be fixed and how much will it cost?*** Based on the Maintenance & Rehabilitation (M&R) decision tree and the PCIs of the sections, the program will then select a maintenance or rehabilitation action and compute the total costs over the analysis period. The Budget Needs represents the "ideal world" funding levels, while the Budget Scenario reports in the next section represent the most "cost effective" prioritization possible for the actual funding levels.

A budget needs analysis has been performed. The summary results from the analysis are provided. An interest rate of 3% and an inflation factor of 3% were used to project the costs for the analysis period. This report shows the total ten-year budget that would be required to meet the County's standards as exemplified in the M&R decision tree.

Budget Needs reports included in this appendix are listed below:

- Projected PCI/Cost Summary
- Preventive Maintenance Treatment/Cost Summary
- Rehabilitation Treatment/Cost Summary

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Needs - Projected PCI/Cost Summary

This report summarizes and projects the network PCI over the ten-year analysis period, both with and without treatments applied. It also reports the associated costs, which are based on the treatment unit costs presented in the M&R decision tree.

COLUMN	DESCRIPTION
Year	Year in the analysis period.
PCI Treated	Projected network average PCI with all needed treatments applied.
PCI Untreated	Projected network average PCI without any treatments applied.
PM Cost	Total preventive maintenance treatment cost.
Rehab Cost	Total rehabilitation treatment cost.
Cost	The budget required for each year in the analysis period to meet the County's standard as shown on the M&R decision tree.
Total Cost	Total budget required over a ten-year period.

Mariposa County

Needs - Projected PCI/Cost Summary

Inflation Rate = 3.00 %

Printed: 9/28/2021

Year	PCI Treated	PCI Untreated	PM Cost	Rehab Cost	Cost
2022	94	50	$3,054,659	$109,560,236	$112,614,895
2023	90	47	$165,039	$3,754,834	$3,919,873
2024	88	44	$19,035	$3,921,464	$3,940,499
2025	87	42	$1,497,019	$303,089	$1,800,108
2026	85	39	$1,214,799	$123,429	$1,338,228
2027	84	36	$254,388	$944,946	$1,199,334
2028	82	33	$249,612	$1,521,121	$1,770,733
2029	84	31	$15,568,766	$2,525,649	$18,094,415
2030	83	28	$741,799	$281,841	$1,023,640
2031	85	26	$12,537,741	$4,018,740	$16,556,481

	% PM	PM Total Cost	Rehab Total Cost	Total Cost
	21.76%	$35,302,857	$126,955,349	$162,258,206

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Needs - Preventive Maintenance Treatment/Cost Summary

This report summarizes each preventive maintenance treatment type, quantity of pavement affected, and total costs over the analysis period. It also summarizes the total quantities and costs over the next ten years.

COLUMN	DESCRIPTION
Treatment	Type of preventive maintenance treatments needed.
Year	Year in the analysis period (i.e. 2022, 2023, 2024, etc.).
Area Treated	Quantities in linear feet (Seal Cracks) or square yard (Slurry Seal).
Cost	Maintenance treatment cost.

Mariposa County

Needs - Preventive Maintenance
Treatment/Cost Summary

Inflation Rate = 3.00 % Printed: 9/30/2021

Treatment	Year	Area Treated		Cost
Slurry Seal w/Crack Seal & 1%Digouts	2022	470,536.56	sq. yd.	$3,054,659
	2023	27,866.22	sq. yd.	$165,039
	2024	2,687.56	sq. yd.	$19,035
	2025	202,960.3	sq. yd.	$1,497,019
	2026	159,900.78	sq. yd.	$1,214,799
	2027	33,647.78	sq. yd.	$254,388
	2028	31,170.56	sq. yd.	$249,612
	2029	1,875,377	sq. yd.	$15,568,766
	2030	86,752.78	sq. yd.	$741,799
	2031	1,651,687.11	sq. yd.	$12,537,741
	Total	4,542,586.64		$35,302,857
	Total Quantity	4,542,586.64		$35,302,857

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Needs - Rehabilitation Treatment/Cost Summary

This report summarizes each rehabilitation treatment type, quantity of pavement affected, and total costs over the analysis period. It also summarizes the total quantities and costs over the next ten years.

COLUMN	DESCRIPTION
Treatment	Type of rehabilitation treatments needed.
Year	Year in the analysis period (i.e. 2022, 2023, 2024, etc.).
Area Treated	Quantities in square yard.
Cost	Rehabilitation treatment cost.

Mariposa County

Needs - Rehabilitation Treatment/Cost Summary

Inflation Rate = 3.00 % Printed: 9/30/2021

Treatment	Year	Area Treated	Cost
Cape Seal w/3%Digouts	2022	142,010.67 sq.yd.	$1,562,121
	2023	14,469.33 sq.yd.	$163,938
	2024	7,128 sq.yd.	$83,184
	2025	13,641 sq.yd.	$163,965
	2029	113,153.89 sq.yd.	$1,530,818
	2030	14,469.33 sq.yd.	$201,623
	2031	7,128 sq.yd.	$102,305
	Total	312,000.22 sq.yd.	$3,807,954
Chip Seal w/Crack Seal & 4%Digouts	2022	180,455 sq.yd.	$2,706,828
	2024	15,159.22 sq.yd.	$241,237
	2027	245.78 sq.yd.	$4,274
	2031	42,277.22 sq.yd.	$827,434
	Total	238,137.22 sq.yd.	$3,779,773
Slurry Seal w/3%Digouts	2022	258,777.44 sq.yd.	$1,358,603
	2023	160,062.22 sq.yd.	$865,556
	2024	10,693.67 sq.yd.	$59,563
	2025	24,250.78 sq.yd.	$139,124
	2026	20,888 sq.yd.	$123,429
	2027	75,766.44 sq.yd.	$461,136
	2028	100,629.78 sq.yd.	$630,830
	2029	28,603.67 sq.yd.	$184,694
	2030	12,061.44 sq.yd.	$80,218
	2031	32,045.78 sq.yd.	$219,518
	Total	723,779.22 sq.yd.	$4,122,671
Surface Reconstruct(2.5"Remove&Replace w/HMA)	2022	824,417 sq.yd.	$28,648,566
	Total	824,417 sq.yd.	$28,648,566
Surface Reconstruct(4"Remove&Replace w/HMA)	2022	121,066.44 sq.yd.	$7,536,389
	Total	121,066.44 sq.yd.	$7,536,389
Thick(3")Overlay w/5%Digouts	2022	561,609.22 sq.yd.	$27,378,458
	2028	15,294.44 sq.yd.	$890,291
	Total	576,903.67 sq.yd.	$28,268,749
Thin(1.5")Mill & Overlay w/4%Digouts	2022	811,875 sq.yd.	$24,762,198
	2023	86,752.78 sq.yd.	$2,725,340
	2024	109,325 sq.yd.	$3,537,480
	2027	13,562.33 sq.yd.	$479,536
	2029	21,597.22 sq.yd.	$810,137
	2031	72,105.56 sq.yd.	$2,869,483
	Total	1,115,217.89 sq.yd.	$35,184,174
Thin(1.5")Overlay w/5%Digouts	2022	463,602.33 sq.yd.	$12,285,501
	Total	463,602.33 sq.yd.	$12,285,501
RECONSTRUCT SURFACE (AC)	2022	53,358.56 sq.yd.	$3,321,572
	Total	53,358.56 sq.yd.	$3,321,572

Total Cost	$126,955,349

Criteria:

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Appendix D

Budget Scenario Results

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Scenario 1: Existing Budget

Cost Summary Report
Network Condition Summary Report

Scenarios - Cost Summary

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Year

Year	PM	Budget	Rehabilitation			Preventative Maintenance	Surplus PM	Deferred		Stop Gap
2022	15%	$1,500,000	II	$521,479	Non-Project	$224,399	$601	$111,116,532	Funded	$0
			III	$739,688					Unmet	$1,038,163
			IV	$12,632	Project	$0				
			V	$0						
			Total	$1,273,799						
			Project	$0						
2023	15%	$1,500,000	II	$6,078	Non-Project	$224,692	$308	$119,793,985	Funded	$0
			III	$0					Unmet	$24,853
			IV	$1,265,592	Project	$0				
			V	$0						
			Total	$1,271,670						
			Project	$0						
2024	15%	$1,500,000	II	$59,563	Non-Project	$224,757	$243	$134,271,912	Funded	$0
			III	$241,237					Unmet	$90,687
			IV	$971,532	Project	$0				
			V	$0						
			Total	$1,272,332						
			Project	$0						
2025	15%	$1,500,000	II	$139,124	Non-Project	$226,454	$0	$147,173,512	Funded	$0
			III	$692,963					Unmet	$83,773
			IV	$438,363	Project	$0				
			V	$0						
			Total	$1,270,450						
			Project	$0						
2026	15%	$1,500,000	II	$271,044	Non-Project	$226,889	$0	$154,713,560	Funded	$0
			III	$647,547					Unmet	$0
			IV	$341,989	Project	$0				
			V	$8,796						
			Total	$1,269,376						
			Project	$0						
2027	2%	$1,500,000	II	$107,893	Non-Project	$35,587	$0	$170,735,123	Funded	$0
			III	$0					Unmet	$1,756,147
			IV	$1,355,576	Project	$0				
			V	$0						
			Total	$1,463,469						
			Project	$0						
2028	29%	$1,500,000	II	$198,792	Non-Project	$435,728	$0	$183,929,069	Funded	$0
			III	$0					Unmet	$43,674
			IV	$863,752	Project	$0				
			V	$0						
			Total	$1,062,544						
			Project	$0						
2029	30%	$1,500,000	II	$58,016	Non-Project	$417,445	$32,555	$192,030,232	Funded	$0
			III	$0					Unmet	$170,908
			IV	$920,181	Project	$0				
			V	$69,846						
			Total	$1,048,043						
			Project	$0						

Scenarios Criteria:

Criteria:

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Year	PM	Budget	Rehabilitation		Preventative Maintenance	Surplus PM	Deferred		Stop Gap
2030	0%	$1,500,000	II $71,121	Non-Project	$0	$0	$202,562,442	Funded	$0
			III $0					Unmet	$169,047
			IV $1,305,542	Project	$0				
			V $121,341						
			Total $1,498,004						
			Project $0						
2031	0%	$1,500,000	II $197,488	Non-Project	$6,181	$0	$212,664,012	Funded	$0
			III $0					Unmet	$11,990
			IV $1,227,973	Project	$0				
			V $65,992						
			Total $1,491,453						
			Project $0						

Summary

Functional Class	Rehabilitation	Prev. Maint.	Funded Stop Gap	Unmet Stop Gap
Collector	$169,344	$1,741,217	$0	$1,486,741
Residential/Local	$12,751,796	$280,915	$0	$1,902,502
Grand Total:	$12,921,140	$2,022,132	$0	$3,389,243

Scenarios Criteria:

Criteria:

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Mariposa County

Scenarios - Network Condition Summary

Interest: 3% Inflation: 3% Printed: 9/28/2021

Scenario: 2021 S1-Existing Budget $1.5M/Year

Year	Budget	PM	Year	Budget	PM	Year	Budget	PM
2022	$1,500,000	15%	2026	$1,500,000	15%	2030	$1,500,000	0%
2023	$1,500,000	15%	2027	$1,500,000	2%	2031	$1,500,000	0%
2024	$1,500,000	15%	2028	$1,500,000	29%			
2025	$1,500,000	15%	2029	$1,500,000	30%			

Projected Network Average PCI by Year

Year	Never Treated	With Selected Treatment	Treated Centerline Miles	Treated Lane Miles
2022	50	51	13.93	27.86
2023	47	49	6.92	13.85
2024	44	46	7.46	14.62
2025	42	44	9.65	19.02
2026	39	42	7.96	15.92
2027	36	40	5.07	10.15
2028	33	38	8.74	17.01
2029	31	35	7.87	14.04
2030	28	34	4.04	8.07
2031	26	32	5.04	10.09

Percent Network Area by Functional Class and Condition Category

Condition in base year 2022, prior to applying treatments.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	0.0%	21.8%	3.9%	0.0%	25.7%
II / III	0.0%	20.8%	9.6%	0.0%	30.3%
IV	0.0%	12.2%	10.1%	0.0%	22.3%
V	0.0%	3.8%	17.9%	0.0%	21.7%
Total	0.0%	58.6%	41.4%	0.0%	100.0%

Condition in year 2022 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	0.0%	21.8%	7.1%	0.0%	28.9%
II / III	0.0%	20.8%	6.3%	0.0%	27.1%
IV	0.0%	12.2%	10.1%	0.0%	22.3%
V	0.0%	3.8%	17.9%	0.0%	21.7%
Total	0.0%	58.6%	41.4%	0.0%	100.0%

Condition in year 2031 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	0.0%	8.4%	13.4%	0.0%	21.7%
II / III	0.0%	9.8%	0.0%	0.0%	9.8%
IV	0.0%	17.0%	1.9%	0.0%	18.9%
V	0.0%	23.3%	26.2%	0.0%	49.5%
Total	0.0%	58.6%	41.4%	0.0%	100.0%

Scenarios Criteria:

Criteria:

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Scenario 2: Maintain PCI at 51

Cost Summary Report
Network Condition Summary Report

Scenarios - Cost Summary

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S2-Maintain PCI at 51

Year	PM	Budget	Rehabilitation			Preventative Maintenance	Surplus PM	Deferred		Stop Gap
2022	50%	$2,500,000	II	$481,481	Non-Project	$1,249,048	$952	$110,116,854	Funded	$0
			III	$739,688					Unmet	$1,039,058
			IV	$27,661	Project	$0				
			V	$0						
			Total	$1,248,830						
			Project	$0						
2023	15%	$8,500,000	II	$4,644	Non-Project	$1,280,096	$0	$111,764,528	Funded	$0
			III	$3,854,200					Unmet	$17,655
			IV	$3,177,721	Project	$0				
			V	$179,507						
			Total	$7,216,072						
			Project	$0						
2024	0%	$10,000,000	II	$173,923	Non-Project	$8,557	$0	$117,455,119	Funded	$0
			III	$7,201,937					Unmet	$77,131
			IV	$2,558,397	Project	$0				
			V	$56,820						
			Total	$9,991,077						
			Project	$0						
2025	5%	$10,000,000	II	$139,124	Non-Project	$505,112	$0	$117,920,090	Funded	$0
			III	$7,494,708					Unmet	$46,472
			IV	$1,748,547	Project	$0				
			V	$111,295						
			Total	$9,493,674						
			Project	$0						
2026	5%	$7,500,000	II	$103,134	Non-Project	$367,866	$7,134	$118,187,589	Funded	$0
			III	$1,340,327					Unmet	$0
			IV	$1,282,351	Project	$0				
			V	$4,398,235						
			Total	$7,124,047						
			Project	$0						
2027	0%	$8,000,000	II	$60,267	Non-Project	$0	$0	$124,312,746	Funded	$0
			III	$3,524,579					Unmet	$1,501,563
			IV	$2,136,908	Project	$0				
			V	$2,276,877						
			Total	$7,998,631						
			Project	$0						
2028	0%	$6,500,000	II	$198,792	Non-Project	$9,308	$0	$127,240,959	Funded	$0
			III	$0					Unmet	$17,927
			IV	$249,466	Project	$0				
			V	$6,041,578						
			Total	$6,489,836						
			Project	$0						
2029	0%	$5,000,000	II	$58,016	Non-Project	$0	$0	$130,323,487	Funded	$0
			III	$1,151,343					Unmet	$125,919
			IV	$0	Project	$0				
			V	$3,776,796						
			Total	$4,986,155						
			Project	$0						

Scenarios Criteria:

Criteria:

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Year	PM	Budget	Rehabilitation		Preventative Maintenance	Surplus PM	Deferred		Stop Gap
2030	2%	$5,000,000	II $18,688	Non-Project	$97,189	$2,811	$134,097,763	Funded	$0
			III $0					Unmet	$120,465
			IV $0	Project	$0				
			V $4,879,361						
			Total $4,898,049						
			Project $0						
2031	5%	$5,200,000	II $532,084	Non-Project	$260,086	$0	$138,951,176	Funded	$0
			III $2,132,730					Unmet	$432
			IV $0	Project	$0				
			V $2,266,776						
			Total $4,931,590						
			Project $0						

Summary

Functional Class	Rehabilitation	Prev. Maint.	Funded Stop Gap	Unmet Stop Gap
Collector	$26,103,384	$2,972,588	$0	$1,257,069
Residential/Local	$38,274,577	$804,674	$0	$1,689,553
Grand Total:	$64,377,961	$3,777,262	$0	$2,946,622

Scenarios Criteria:

Criteria:

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Mariposa County

Scenarios - Network Condition Summary

Interest: 3% Inflation: 3% Printed: 9/28/2021

Scenario: 2021 S2-Maintain PCI at 51

Year	Budget	PM
2022	$2,500,000	50%
2023	$8,500,000	15%
2024	$10,000,000	0%
2025	$10,000,000	5%

Year	Budget	PM
2026	$7,500,000	5%
2027	$8,000,000	0%
2028	$6,500,000	0%
2029	$5,000,000	0%

Year	Budget	PM
2030	$5,000,000	2%
2031	$5,200,000	5%

Projected Network Average PCI by Year

Year	Never Treated	With Selected Treatment	Treated Centerline Miles	Treated Lane Miles
2022	50	51	24.39	48.78
2023	47	51	34.32	68.05
2024	44	51	24.25	48.49
2025	42	51	27.66	54.84
2026	39	51	21.88	42.46
2027	36	51	17.72	35.28
2028	33	51	14.85	29.50
2029	31	51	10.37	20.75
2030	28	51	13.37	25.34
2031	26	51	16.74	33.47

Percent Network Area by Functional Class and Condition Category

Condition in base year 2022, prior to applying treatments.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	0.0%	21.8%	3.9%	0.0%	25.7%
II / III	0.0%	20.8%	9.6%	0.0%	30.3%
IV	0.0%	12.2%	10.1%	0.0%	22.3%
V	0.0%	3.8%	17.9%	0.0%	21.7%
Total	0.0%	58.6%	41.4%	0.0%	100.0%

Condition in year 2022 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	0.0%	21.8%	6.9%	0.0%	28.7%
II / III	0.0%	20.8%	6.5%	0.0%	27.2%
IV	0.0%	12.2%	10.1%	0.0%	22.3%
V	0.0%	3.8%	17.9%	0.0%	21.7%
Total	0.0%	58.6%	41.4%	0.0%	100.0%

Condition in year 2031 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	0.0%	28.7%	27.9%	0.0%	56.5%
II / III	0.0%	1.4%	0.0%	0.0%	1.4%
IV	0.0%	5.2%	0.0%	0.0%	5.2%
V	0.0%	23.3%	13.6%	0.0%	36.9%
Total	0.0%	58.6%	41.4%	0.0%	100.0%

Scenarios Criteria:

Criteria:

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

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Scenario 3: Improve PCI to 66

Cost Summary Report
Network Condition Summary Report

Scenarios - Cost Summary

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S3-Improve PCI to 66

Year	PM	Budget	Rehabilitation		Preventative Maintenance	Surplus PM	Deferred		Stop Gap
2022	60%	$5,000,000	II $522,872	Non-Project	$2,994,712	$5,288	$107,624,115	Funded	$0
			III $739,688					Unmet	$1,035,055
			IV $733,353	Project	$0				
			V $0						
			Total $1,995,913						
			Project $0						
2023	0%	$14,000,000	II $4,644	Non-Project	$0	$0	$103,696,823	Funded	$0
			III $10,196,354					Unmet	$17,655
			IV $3,158,902	Project	$0				
			V $636,456						
			Total $13,996,356						
			Project $0						
2024	2%	$13,000,000	II $217,835	Non-Project	$252,622	$7,378	$106,206,947	Funded	$0
			III $7,237,798					Unmet	$72,385
			IV $2,558,397	Project	$0				
			V $2,715,338						
			Total $12,729,368						
			Project $0						
2025	0%	$11,000,000	II $139,124	Non-Project	$0	$0	$104,487,187	Funded	$0
			III $805,862					Unmet	$46,472
			IV $1,748,547	Project	$0				
			V $8,301,760						
			Total $10,995,293						
			Project $0						
2026	2%	$11,000,000	II $103,134	Non-Project	$207,983	$12,017	$100,859,560	Funded	$0
			III $1,340,327					Unmet	$0
			IV $1,282,351	Project	$0				
			V $8,050,259						
			Total $10,776,071						
			Project $0						
2027	0%	$11,000,000	II $60,267	Non-Project	$0	$0	$102,722,467	Funded	$0
			III $3,524,579					Unmet	$1,067,877
			IV $2,136,908	Project	$0				
			V $5,277,162						
			Total $10,998,916						
			Project $0						
2028	0%	$10,500,000	II $198,792	Non-Project	$0	$0	$100,559,706	Funded	$0
			III $0					Unmet	$17,927
			IV $0	Project	$0				
			V $10,295,075						
			Total $10,493,867						
			Project $0						
2029	8%	$11,000,000	II $58,016	Non-Project	$892,255	$0	$98,423,345	Funded	$0
			III $1,244,675					Unmet	$83,376
			IV $0	Project	$0				
			V $8,798,882						
			Total $10,101,573						
			Project $0						

Scenarios Criteria:

Criteria:

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Year	PM	Budget	Rehabilitation		Preventative Maintenance	Surplus PM	Deferred		Stop Gap
2030	10%	$9,000,000	II $826,921	Non-Project	$891,114	$8,886	$98,401,640	Funded	$0
			III $956,181					Unmet	$91,507
			IV $2,910,846	Project	$0				
			V $3,403,048						
			Total $8,096,996						
			Project $0						
2031	10%	$14,500,000	II $281,892	Non-Project	$1,491,447	$0	$93,374,975	Funded	$0
			III $2,132,730					Unmet	$0
			IV $453,396	Project	$0				
			V $10,137,238						
			Total $13,005,256						
			Project $0						

Summary

Functional Class	Rehabilitation	Prev. Maint.	Funded Stop Gap	Unmet Stop Gap
Collector	$41,148,112	$5,627,047	$0	$1,238,405
Residential/Local	$62,041,497	$1,103,086	$0	$1,193,850
Grand Total:	$103,189,609	$6,730,133	$0	$2,432,255

Scenarios Criteria:

Criteria:

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Mariposa County

Scenarios - Network Condition Summary

Interest: 3% Inflation: 3% Printed: 9/28/2021

Scenario: 2021 S3-Improve PCI to 66

Year	Budget	PM
2022	$5,000,000	60%
2023	$14,000,000	0%
2024	$13,000,000	2%
2025	$11,000,000	0%

Year	Budget	PM
2026	$11,000,000	2%
2027	$11,000,000	0%
2028	$10,500,000	0%
2029	$11,000,000	8%

Year	Budget	PM
2030	$9,000,000	10%
2031	$14,500,000	10%

Projected Network Average PCI by Year

Year	Never Treated	With Selected Treatment	Treated Centerline Miles	Treated Lane Miles
2022	50	52	47.56	95.11
2023	47	54	34.64	68.69
2024	44	55	36.59	68.60
2025	42	57	26.22	51.71
2026	39	59	29.16	57.65
2027	36	60	24.61	49.40
2028	33	62	24.75	49.51
2029	31	64	29.11	56.85
2030	28	65	26.54	51.77
2031	26	66	32.29	64.58

Percent Network Area by Functional Class and Condition Category

Condition in base year 2022, prior to applying treatments.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	0.0%	21.8%	3.9%	0.0%	25.7%
II / III	0.0%	20.8%	9.6%	0.0%	30.3%
IV	0.0%	12.2%	10.1%	0.0%	22.3%
V	0.0%	3.8%	17.9%	0.0%	21.7%
Total	0.0%	58.6%	41.4%	0.0%	100.0%

Condition in year 2022 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	0.0%	21.8%	7.7%	0.0%	29.5%
II / III	0.0%	20.8%	6.3%	0.0%	27.1%
IV	0.0%	12.2%	9.5%	0.0%	21.7%
V	0.0%	3.8%	17.9%	0.0%	21.7%
Total	0.0%	58.6%	41.4%	0.0%	100.0%

Condition in year 2031 after schedulable treatments applied.

Condition	Arterial	Collector	Res/Loc	Other	Total
I	0.0%	34.8%	41.4%	0.0%	76.2%
II / III	0.0%	0.0%	0.0%	0.0%	0.0%
IV	0.0%	3.2%	0.0%	0.0%	3.2%
V	0.0%	20.5%	0.0%	0.0%	20.5%
Total	0.0%	58.6%	41.4%	0.0%	100.0%

Scenarios Criteria:

Criteria:

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Appendix E

Pavement Condition Maps

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Current Network Condition – 2021

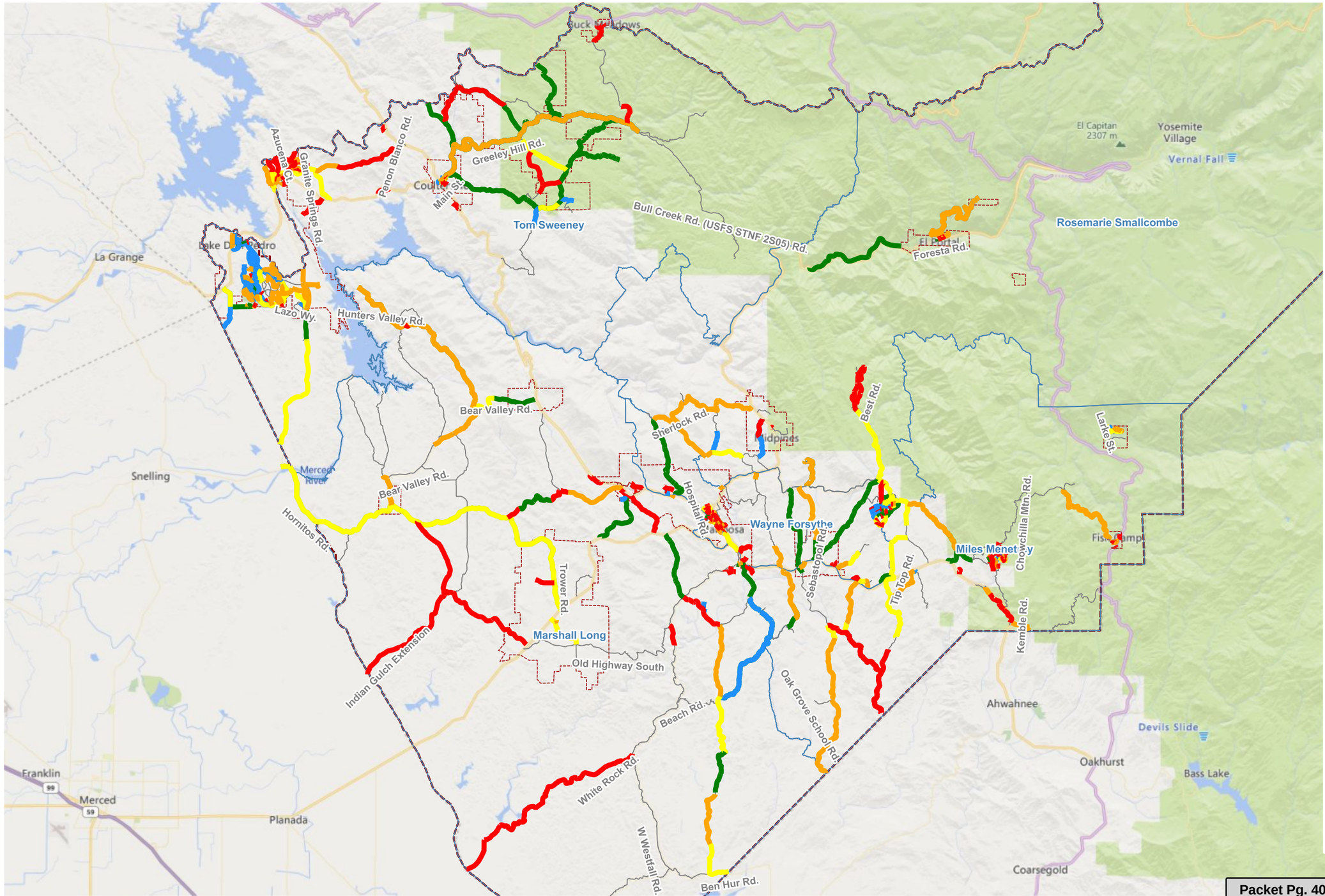
Mariposa County

Current PCI Condition

Printed: 9/30/2021

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor



Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

The GIS maps are not fully linked in County's database. 45 sections are not shown in the map due to this linkage issue.

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Scenario 1: Existing Budget

Projected Street Network Condition – 2031

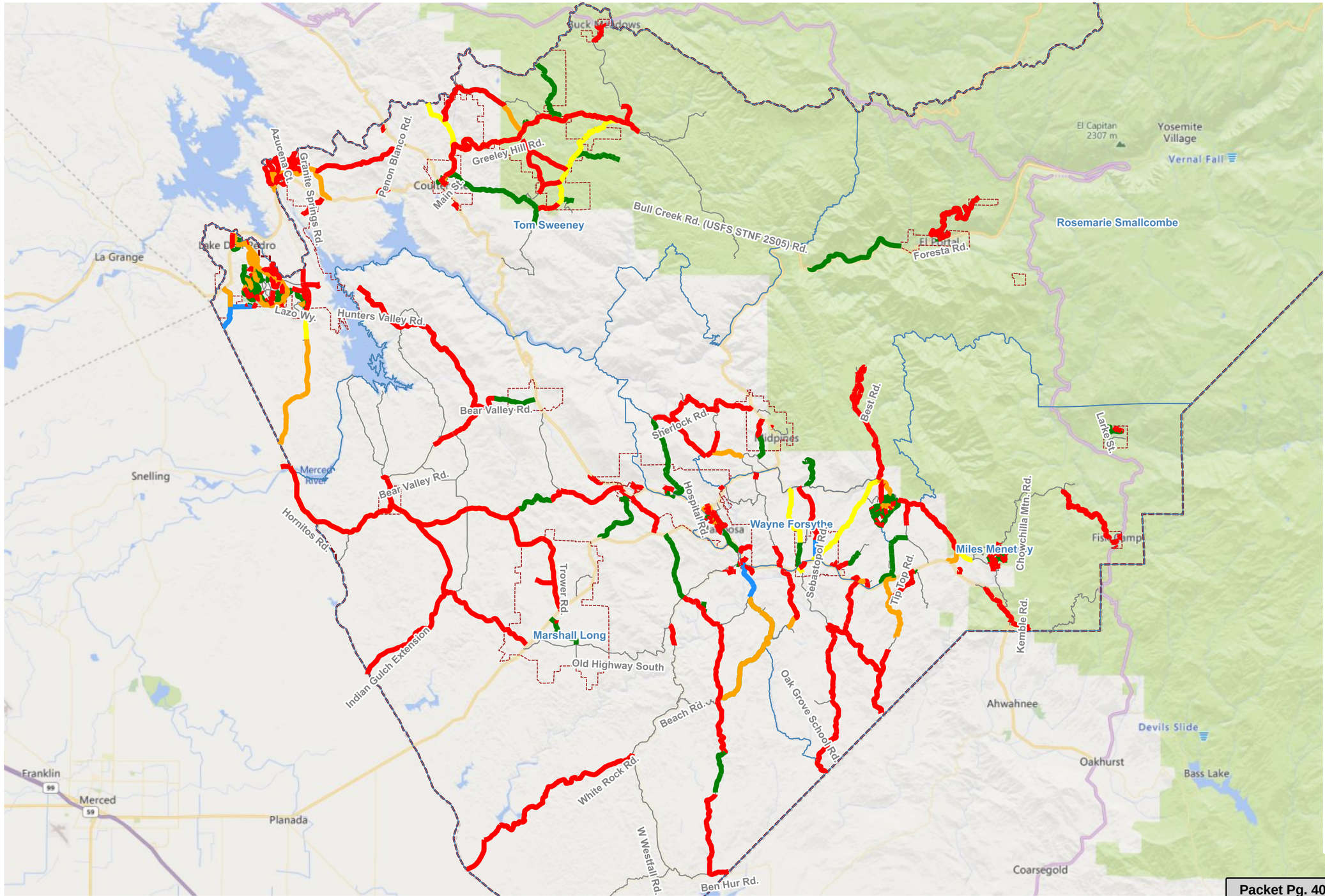
Mariposa County

Scenario PCI Condition

2021 S1-Existing Budget $1.5M/Year - 2031 Project Period - Total Rehab for 2031: $1,491,453 - Printed: 9/30/2021

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor



Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

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Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Scenario 2: Maintain PCI at 51

Projected Street Network Condition – 2031

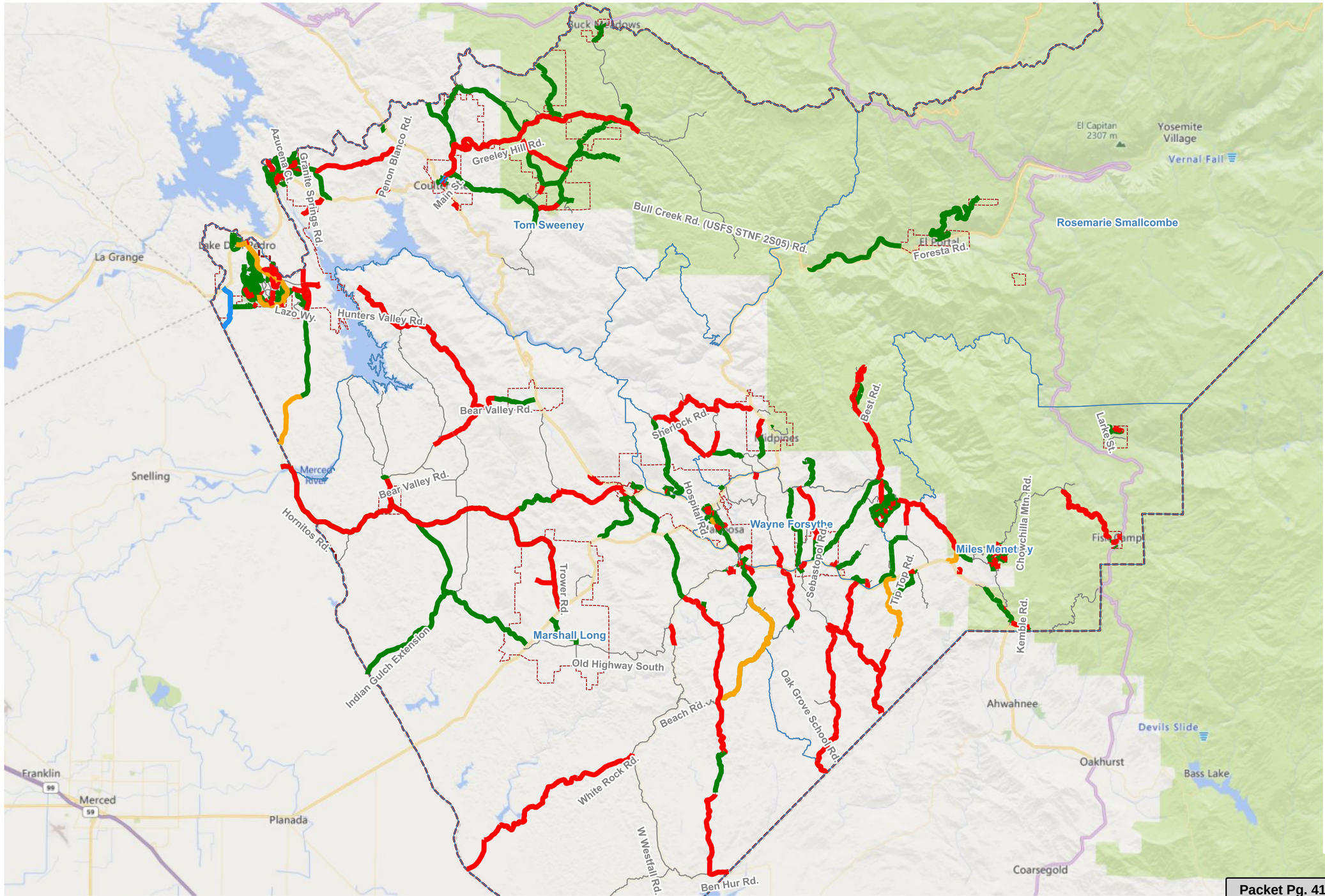
Mariposa County

Scenario PCI Condition

2021 S2-Maintain PCI at 51 - 2031 Project Period - Total Rehab for 2031: $4,931,590 - Printed: 9/30/2021

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category IV - Poor
- Category V - Very Poor



Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

The GIS maps are not fully linked in County's database. 45 sections are not shown in the map due to this linkage issue.

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Scenario 3: Improve PCI to 66

Projected Street Network Condition – 2031

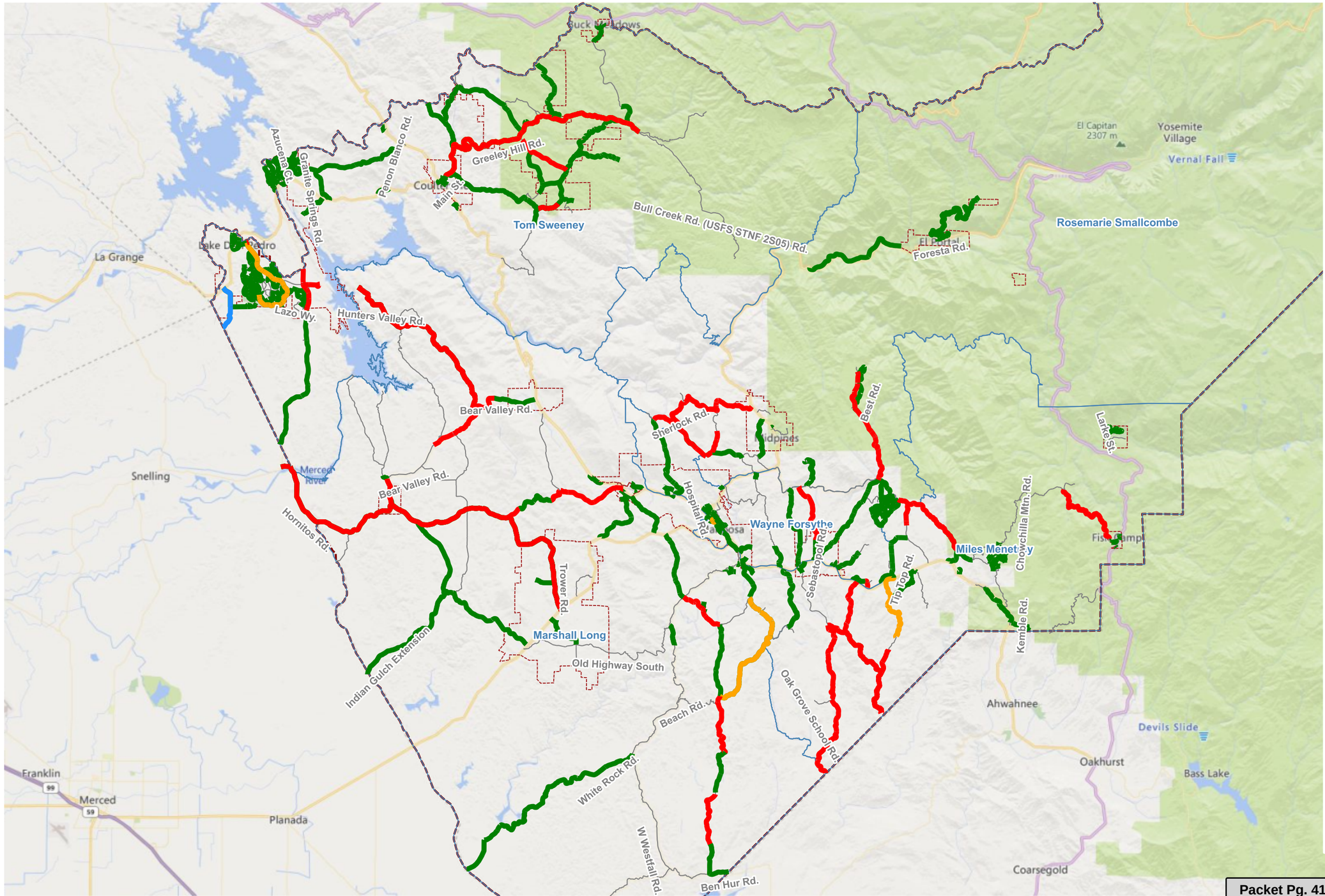
Mariposa County

Scenario PCI Condition

2021 S3-Improve PCI to 66 - 2031 Project Period - Total Rehab for 2031: $13,005,256 - Printed: 9/30/2021

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category IV - Poor
- Category V - Very Poor



Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

The GIS maps are not fully linked in County's database. 45 sections are not shown in the map due to this linkage issue.

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Appendix F

Section Link Status Report

Mariposa County

Section Link Status Report

Printed: 6/22/2021

NO LINK

Road Name	Section	Start Street	End Street
71A	BRVLYT 010	☐	☐
BOOTJACK ROAD	BTJKRD 010	☐	☐
CONVERSE ROAD	CONVRS 010	☐	☐
CRANE CREEK ROAD	CRANEC 010	☐	☐
EAGLE PEAK ROAD	EAGLEP 010	☐	☐
FOREST DRIVE	FORST1 010	☐	☐
	FORST2 10-A	☐	☐
	FORST2 10-B	☐	☐
FROM 120	FRM120 010	☐	☐
FROM HIGH STREET	FMHGH0 010	☐	☐
	FMHGH1 010	☐	☐
FROM MT. BULLION CUTOFF	FRMMBB 010	☐	☐
GUISANILLO COURT	GSANLC 010	☐	☐
GUISANILLO WAY	GSANLW 010	☐	☐
	GSANLW 020	☐	☐
MERCED STREET	MERCDS 010	☐	☐
MT. GANES MINE ROAD	MTGANE 010	☐	☐
MT. RAYMOND ROAD	MTRAYM 010	☐	☐
OLD HIGHWAY	ODHWY2 010-A	☐	☐
	ODHWY2 010-B	☐	☐
	ODHWY2 010-C	☐	☐
	ODHWY2 010-D	☐	☐
	ODHWY2 010-E	☐	☐
	ODHWY2 020-A	☐	☐
	ODHWY2 020-B	☐	☐
	ODHWY2 020-C	☐	☐
	ODHWY2 020.D	☐	☐
	OLDHWY 10-A	☐	☐
	OLDHWY 10-B	☐	☐
OLD HIGHWAY NORTH	OLDHWN 010	☐	☐
PONDEROSA WAY	PONDRW 010	☐	☐
RIVER ROAD	RIVERD 010	☐	☐
SEVENTH STREET	7THST 010-C	☐	☐

Street	Section	Start Street	End Street
SIERRA DRIVE	SIERRA 010	☐	☐
SULLIVAN ROAD	SULLIV 010	☐	☐
WEST STREET	WESTST 010	☐	☐
YOSEMITE AVENUE	YOSEAV 010	☐	☐
YOSEMITE PINES	YOSEMP 010	☐	☐

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

PARTIAL LINK

Road Name	Section	Start Street	End Street
FORESTA ROAD	FRSTA2 020	☑	☐
	FRSTA2 030	☑	☐
GREELEY HILL ROAD	GREELY 010	☐	☐
	GREELY 020	☐	☐
	GREELY 030	☐	☐
	GREELY 040	☐	☐
HAYWARD ROAD	HAYWRD 010	☐	☐
	HAYWRD 020	☐	☑
HORNITOS ROAD	HORNIT 010	☐	☐
	HORNIT 020	☐	☐
	HORNIT 030	☐	☐
HUNTERS VALLEY ROAD	HUNTER 010-C	☐	☐
	HUNTER 010-D	☐	☐
	HUNTER 010-E	☐	☐
	HUNTER 010-F	☐	☐
	HUNTER 010-G	☐	☑
INCLINE ROAD	INCLIN 010	☑	☐
OAK ROAD	OAK121 010	☐	☐
PINE	PINE 010	☐	☐
SILVER BAR ROAD	SILVERB 010	☐	☐
	SILVERB 020	☐	☑
STROMING ROAD	STROMG 010	☑	☐
	STROMG 020	☐	☐
SUMMIT ROAD	SUMMIT 010	☐	☑
TRIANGLE ROAD	TRIANG 010	☐	☐
	TRIANG 030	☑	☐

Street	Section	Start Street	End Street

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

FULL LINK

Road Name	Section	Start Street	End Street
BANDERILLA DRIVE	BNDRLA 020	☑	☑
BEAR VALLEY ROAD	BRVLY 010-A	☑	☑
	BRVLY 010-B	☑	☑
BEN HUR ROAD	BENHUR 040	☑	☑
BEST ROAD	BESTRD 010	☑	☑
CARLETON ROAD	CARLTN 010	☑	☑
CARTER ROAD	CARTER 010	☑	☑
	CARTER 020	☑	☑
CUNEO ROAD	CUNEO 010	☑	☑
DOGTOWN ROAD	DOGTWN 030	☑	☑
EAST WESTFALL ROAD	EWSTFL 010	☑	☑
INDIAN PEAK ROAD	INDNP2 10-A	☑	☑
LEONARD ROAD	LEONRD 010	☑	☑
MAIN STREET	MAINST 020	☑	☑
SHERLOCK ROAD	SHERLO 010	☑	☑
	SHERLO 020	☑	☑
	SHERLO 030	☑	☑
SILVA ROAD	SILVA 030	☑	☑
WHITLOCK ROAD	WHITLE 010-C	☑	☑

Street	Section	Start Street	End Street

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

VERIFIED

Road Name	Section	Start Street	End Street
ADELFA STREET	ADELFA 010		
	ADLEFA 020		✓
AGUA FRIA ROAD	AGUAFR 010		
AHWANHEE ROAD	AHWNRD 010		
ALAMO DRIVE	ALAMO 010-A	✓	✓
	ALAMO 010-B	✓	
	ALAMO 010-C		✓
ALLRED ROAD	ALLRED 010		
	ALLRED 020		
AMAPOLA COURT	AMAPLA 010	✓	✓
ANGLERS COURT	ANGLER 010	✓	✓
ASHWORTH ROAD	ASHWOR 010		
	ASHWOR 020		
AURORA	AURORA 010		✓
AWAHNEE	AWANEE 010		
AZUCENA COURT	AZUCNA 010	✓	
	AZUNCA 020		
BANDERILLA DRIVE	BNDRLA 010	✓	
	BNDRLA 030		
BARRETT COVE ROAD	BRTCVE 010	✓	
BARRETT ENTRANCE	BRTENT 010		
BEAR TRAP DRIVE	BRTRP 010		✓
BEAR VALLEY ROAD	BRVLY 010-C		
	BRVLY 020		
	BRVLY 030		
	BRVLY 040		
BEN HUR ROAD	BENHUR 020		
	BENHUR 050		
	BENHUR 10-A		
	BENHUR 10-B		
	BENHUR 30-B		
BIRDIE CIRCLE	BIRDIE 010		✓
BLACKS CREEK ROAD	BLKSCK 010		
	BLKSCK 020		
BLANCHARD	BLNCRD 010	✓	

Street	Section	Start Street	End Street
BOGEY CIRCLE	BOGEY 010	✓	✓
BONDURANT	BONDUR 010	✓	✓
BOOTJACK LANE	BTJKLN 010		
	BTJKLN 020		
BOYER ROAD	BOYER 010		
	BOYER 020		
BRIDALVEIL FALL	BRDVEL 010	✓	✓
BROADWAY	BRDWAY 010		✓
BROOK ROAD	BROOKR 010	✓	✓
BROOKS ROAD	BROOKS 010		✓
BROWN	BROWN 010	✓	✓
BUCK MEADOWS ROAD	BKMDWS 010		
	BKMDWS 020		
	BKMDWS 030		
BUCKEYE CREEK ROAD	BKECRK 010	✓	✓
BUCKEYE ROAD	BKERD 10-A	✓	
	BKERD 10-B		
BUENA VISTA DRIVE	BVISTA 010	✓	
BULLION STREET	BULION 020	✓	
BURL DRIVE	BURLDR 020	✓	✓
C Y A ROAD	CYARD 010		
CADENA WAY	CADENA 010		✓
CAMPBELL STREET	CMPBLL 010		
CANASTA COURT	CANAST 010		
CAPULLO CIRCLE	CAPULO 010	✓	
CARACOL CIRCLE	CARACL 010	✓	
CARLOS COURT	CARLOS 010		✓
CARRILLO WAY	CARILO 010	✓	✓
CARRIZO WAY	CARIZO 010		
	CARIZO 020	✓	✓
CARSTENS ROAD	CARSTN 010		
CASCADE CREEK FALLS	CASCDE 010		
CASTANO WAY	CASTNO 010	✓	
CATHAY SCHOOL ROAD	CATHAY 010		
CATHEDRAL SPIRES	CDRLSD 010	✓	✓
CEDAR CIRCLE	CEDAR 010	✓	✓

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

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Road Name	Section	Start Street	End Street
CEDAR LANE	CEDRLN 010	☑	☑
CEDAR STREET	CEDRST 010	☑	☐
CEMETERY	CEMTRY 010	☐	☐
CEMETERY STREET	CEMYST 010	☑	☐
CHAPARREL STREET	CHAPRL 010	☐	☐
CHAPULIN WAY	CHAPLN 010	☑	☑
CHARLES STREET	CHRLS1 010	☑	☐
	CHRLS2 10-A	☑	☑
	CHRLS2 10-B	☑	
CHICHARRA COURT	CHICHC 010	☐	☑
CHICHARRA WAY	CHICHW 010	☐	☑
CHILNUALNA FALLS ROAD	CHILFL 10-A	☐	☐
	CHILFL 10-B		
CHINATOWN MAIN STREET	CHNTWN 010	☐	☑
CHINCHE COURT	CHINCH 010	☐	☑
CHOWCHILLA COURT	CWCHCT 010	☐	☑
CHOWCHILLA MT. ROAD	CWCHRD 010	☐	☐
	CWCHRD 020	☐	☐
	CWCHRD 030		
CLAVEL COURT	CLVLCT 010	☐	☑
CLAVEL WAY	CLVLWY 010	☑	☑
CLOUDS REST	CLOUDS 10-A	☑	☐
	CLOUDS 10-B	☑	☐
COACHMAN ROAD	COACH1 010	☐	☐
	COACH2 010	☐	☐
COAKLEY CIRCLE	COAKLY 010	☐	☑
COHO COURT	COHOCT 010	☑	☑
COLE ROAD	COLE 010	☑	
	COLE 020		
COLORADO ROAD	COLRDO 010	☑	
	COLRDO 020	☑	
CORONADO DRIVE	COROND 010	☑	☑
COUNTY PARK ROAD	CNTRYP 010	☐	☐
CREEL ROAD	CREEL 010	☑	☑
	CREEL 020	☑	☐
DARRAH ROAD	DARRAH 010	☐	☑

Street	Section	Start Street	End Street
DEXTER ROAD	DEXTRR 010	☑	☑
	DEXTRR 020	☐	☑
DEXTER STREET	DEXTRS 010	☐	☐
DOGTOWN ROAD	DOGTWN 010	☑	☑
	DOGTWN 020	☑	
DOLOROSA STREET	DOLRSA 010	☑	☑
	DOLRSA 020	☑	
EAST BRUCE ROAD	EBRUCE 010	☑	☑
EAST WESTFALL ROAD	EWSTFL 020		☑
EGAN'S WAY	EGANSWAY 010	☐	☑
EIGHTH STREET	8THST 010	☐	☐
	8THST 020	☐	☐
EL CAMPO WAY	ELCMPO 010	☐	☐
EL CAPTITAN	ELCAPT 010	☐	☐
EL PORTAL ROAD	ELPORD 010	☐	☑
ELEVENTH STREET	11THST 010	☐	☐
ENRAMADA DRIVE	ENRMAD 010	☐	☐
ERNST ROAD	ERNST 010	☑	
ESCALON COURT	ESCALN 010	☑	☑
ESPUELA COURT	ESPUEL 010	☐	☐
EVERGREEN LANE	EVRGRN 010	☑	☐
EXCHEQUER	EXCHQR 010		
FACHADA WAY	FACHDA 010	☑	☑
FAIRGROUNDS ROAD	FAIRGD 010	☐	☑
FERRY ROAD	FERRYR 010	☑	☑
	FERRYR 020	☑	☑
FIFTH STREET	5THST 010	☐	☐
FISKE ROAD	FISKE 010	☑	☑
FORESTA ROAD	FRSTA1 010		
	FRSTA1 020		
	FRSTA1 030		
	FRSTA2 010	☑	
FOURNIER ROAD	FRNRRD 10-A		
	FRNRRD 10-B		☐
FOURTH STREET	4THST 010	☐	☐
FROM MT. BULLION CUTOFF	FRMMBA 010		

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

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Road Name	Section	Start Street	End Street
GANNS CORRAL ROAD	GANNCO 010	☐	☐
GARCIA COURT	GARCIA 010	☑	☑
GAZA WAY	GAZAWY 010	☑	☑
GLACIER POINT ROAD	GLCIER 010	☐	☐
GOLDEN	GOLDEN 010	☑	☐
GOLFITO WAY	GOLFIT 010	☑	☑
GRANITE SPRINGS ROAD	GRNITE 010	☐	☐
GRAYLING ROAD	GRYLNG 010	☑	☑
GRILLO DRIVE	GRILLO 010	☑	☑
GROSJEAN ROAD	GROSJN 010	☐	☐
GUSANO COURT	GUASAN 010	☐	☑
GUSANO WAY	GUASAW 010	☑	☑
HAIGH ROAD	HAIGH 010	●	●
HALF DOME	HALFDM 010	☑	☑
HAMILTON STATION LOOP	HAMSTA 010	☐	☐
HAPPY ISLES	HAPYIS 010	☐	☐
HARRIS CUTOFF ROAD	HRSCUT 010	☐	☐
HARRIS ROAD	HARRIS 010	●	●
	HARRIS 020	●	●
HAYWARD ROAD	HAYWRD 030	●	●
HEDDON COURT	HEDDON 010	☑	☑
HERNANDEZ DRIVE	HRNDEZ 010	☑	☑
HIDALGO	HIDALG 010	☐	☑
	HIDALG 020	☑	●
HIGH STREET	HIGHST 010	☐	☑
HIRSCH ROAD	HIRSCH 010	☑	●
	HIRSCH 020	●	●
HITES COVE ROAD	HITESC 010	●	●
HOLTZEL ROAD	HOTZEL 010	☐	☐
HORMIGA COURT	HRMIGC 010	☐	☑
HORMIGA WAY	HRMIGW 010	☑	☐
HOSPITAL ROAD	HOSPTL 010	☑	☑
HUNTERS VALLEY ROAD	HUNTER 010-A	☑	●
	HUNTER 010-B	●	●
	HUNTER 020	●	●
ILLILOUTTE FALLS W	ILLILO 010	☐	☐

Street	Section	Start Street	End Street
INDIAN GULCH EXT.	INDNGE 010	☐	☐
INDIAN GULCH ROAD	INDNGR 020	☑	☑
	INDNGR 10-A	●	●
	INDNGR 10-B	●	☑
INDIAN PEAK ROAD	INDNP1 010	●	☑
	INDNP1 020	☑	☐
	INDNP1 030	☐	☑
	INDNP1 040	☑	☑
	INDNP2 10-B	☐	☐
JACKSON ROAD	JACKSN 010	☐	☐
JAIME WAY	JAIME 010	☑	☑
JALAPA WAY	JALAPA 10-A	☑	☑
	JALAPA 10-B	☑	●
	JALAPA 10-C	☐	●
JALISCO WAY	JLISCO 010	☑	☐
JARDINCITO COURT	JARDIN 010	☐	☑
JASMIN COURT	JSAMNC 010	☐	☑
JASMIN WAY	JSMNWY 010	☑	☑
JERSEYDALE ROAD	JERSEY 010	☐	☑
	JERSEY 020	☑	●
	JERSEY 030	●	●
JESSIE STREET	JESSIE 10-A	☑	☑
	JESSIE 10-B	☑	☑
	JESSIE 10-C	☑	☑
JOE HOWARD STREET	JHWRD 10-A	☐	☐
	JHWRD 10-B	☐	☐
JONES STREET	JONES 010	●	●
	JONES 020	●	●
	JONES 030	●	☑
	JONES 040	☑	☑
JOSEFINA	JOSFIN 010	☐	☑
JOYA COURT	JOYACT 010	☑	☑
KEMBLE ROAD	KEMBLE 010	☑	●
	KEMBLE 020	●	●
	KEMBLE 030	●	●

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Road Name	Section	Start Street	End Street
KEMBLE ROAD	KEMBLE 040	●	●
KOKANEE ROAD	KOKANE 010	☐	☑
KOON HOLLAR ROAD	KOONHO 010	☐	☑
KOW STREET	KOWSTR 010	☐	☑
LAREDO STREET	LAREDO 010	☐	☐
LARKE STREET	LARKE 010	☐	☐
LAURAL	LAURAL 010	☐	☐
LAZO WAY	LAZOWY 010	☑	☐
LEHAMITE FALLS	LEHMIT 010	☐	☐
LEONARD ROAD	LEONRD 020	●	●
	LEONRD 030	●	●
LILLIAN LANE	LILLIA 010	☑	☑
LIRO COURT	LIROCT 010	☐	☑
LOOP ROAD	LOOPRD 010	☐	☐
LORENZO STREET	LORENZ 010	☑	☑
LOZANO STREET	LOZANO 010	☑	☐
LUNA COURT	LUNACT 010	☐	☑
MACREADY WAY	MACRWY 010	☐	☐
MADISON AVENUE	MADISO 010	☐	☐
MAIN STREET	MAINST 010	☐	☐
MARAVILLA DRIVE	MARAVI 010	☐	☑
MARGURITA COURT	MARGUR 010	☐	☐
MARIPOSA AVENUE	MARPOA 010	☑	☑
MARIPOSA DUMP ROAD	MARIPD 010	☐	☑
MARIPOSA STREET	MARIPS 010	☑	☑
MARK LEE ROAD	MARKLE 010	☐	☑
MARSHALL ROAD	MARSHL 010	☑	☐
MARY HARRISON MINE ROAD	MHMINE 010	☐	☐
MAXWELL STREET	MAXWEL 010	☐	☐
MC NALLY ROAD	MCNALL 010	☐	☐
MCCAY ROAD	MCCAY 010	☑	☑
MEADOW LANE	MEADOW 010	☑	☐
MEPPS COURT	MEPPS 010	☑	☑
MERCADO DRIVE	MERCDO 010	☑	●
	MERCDO 020	☑	●
MERCED FALLS ROAD	MERCDF 020	●	●

Street	Section	Start Street	End Street
MERCED FALLS ROAD	MERCDF 030	●	●
	MERCDF 040	●	●
	MERCDF 10-A	●	●
	MERCDF 10-B	●	●
MILLER ROAD	MILLER 010	☐	☐
MIRASOL WAY	MIRASL 010	☑	☑
MOJICA WAY	MOJICA 010	☑	☑
MONO COURT	MONOCT 010	☑	☑
MORMON BAR CROSSING	MORMON 020	●	☑
	MORMON 10-A	●	●
	MORMON 10-B	●	●
MOSCA COURT	MOSCA 010	☐	☑
MT. BULLION CUTOFF	MTBULL 10-A	●	☐
	MTBULL 10-B	●	●
MT. OPHIR ROAD	MTOPHR 010	☐	☐
MUELLER ROAD	MUELLR 010	☐	☐
MYKLEOAKS DRIVE	MYKLEO 010	☐	☐
NARCISO WAY	NARCIS 010	☐	☐
NEVADA FALL	NEVADA 010	☐	☑
NINTH STREET	9THST1 010	☐	☐
	9THST2 010	☐	☐
	9THST2 020	☐	☐
OAK GROVE ROAD	OAKGRR 010	●	●
	OAKGRR 020	●	●
OAK ROAD	OAKRD 010	●	●
OLD TOLL ROAD	OLDTOL 010	☑	●
	OLDTOL 020	●	●
	OLDTOL 030	●	●
	OLDTOL 040	●	●
	OLDTOL 050	●	●
PALOMA COURT	PALOMA 010	☐	☑
PANCHITO WAY	PANCHT 010	☑	☑
PARAISO BOULEVARD	PARAIS 010	☑	☑
PARAJE WAY	PARAJE 010	☐	☐
PARASOL COURT	PARASL 010	☑	☑

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Road Name	Section	Start Street	End Street
PARK CIRCLE DRIVE	PARKCI 010	☐	☐
PARK LANE	PARKLN 010	☑	☑
PARMABELLE ROAD	PARMAB 010	☐	☑
PAUTZKE COURT	PAUTZK 010	☑	☑
PENON BLANCO	PENONB 010		
	PENONB 020		
	PENONB 030		
	PENONB 040		
PICADERO WAY	PICADE 010	☑	☑
PILOT PEAK	PILOTP 010	☐	☐
PINE DRIVE	PINERR 010	☐	☐
PINE STREET	PINES1 010	☑	☑
	PINES2 010	☐	☑
	PINES3 010	☑	☑
PINE TOP DRIVE	PINETP 010	☑	☑
PINEY CREEK ROAD	PINEYC 010	☐	
	PINEYC 020		
PIUTE COURT	PIUTE 010	☑	☑
PONDEROSA COURT	PONDCT 010	☑	☑
PRIEST-COULTERVILLE	PRIEST 010	☐	☐
PRINCETON WAY	PRINCT 010	☐	☐
RAILROAD AVENUE	RAILRD 010	☐	☑
RAINBOW FALLS	RNBWFL 010	☐	☐
RAINBOW ROAD	RNBWRD 010	☐	☑
RAINBOW VIEW	RNBWVI 010	☐	☐
RANCHITO DRIVE	RNCHTO 010		
	RNCHTO 020	☑	☐
RASTRO WAY	RASTRO 010	☑	☑
	RASTRO 020	☑	☑
RED IBIS COURT	REDIBI 010	☑	☑
RIBBON FALL	RIBBON 010	☐	☑
RINCON COURT	RINCON 010	☐	☑
ROMERO STREET	ROMERO 010	☐	☑
ROSA COURT	ROSACT 010	☐	☑
ROSALINDA COURT	ROSALN 010	☐	☐
ROYAL ARCHES	ROYALA 010	☑	☐

Street	Section	Start Street	End Street
SCHILLING ROAD	SCHILL 010		☑
SCHOOL LANE	SCHOOL 010	☐	☐
SCHOOLHOUSE ROAD	SCHLHS 010	☐	☐
SCOTT ROAD	SCOTT 010	☑	
SEBASTOPAL ROAD	SEBAST 010	☐	☐
SECOND STREET	2NDST 010	☐	☐
SENTINAL DOME	SENTIN 010	☐	☐
SEVENTH STREET	7THST 010-A	☐	☐
	7THST 010-B	☐	☐
SHOSHONE ROAD	SHOSHO 010	☑	
	SHOSHO 020		☑
SILVA ROAD	SILVA 010	☐	☐
	SILVA 020		
SILVER DOCTOR COURT	SILVRD 010	☑	☐
SILVER STRAND FALL	SILVER 010	☐	☑
SIXTH STREET	6THST 10-A	☐	☐
	6THST 10-B	☐	☐
	6THST 10-C	☐	☐
SMITH ROAD	SMITHR 010	☐	☐
SMITH STATION ROAD	SMITHS 010	☑	☐
SNOW CREEK FALL	SNOWCR 010	☑	☑
SNYDER CREEK DRIVE	SNYDRC 010	☑	☑
SNYDER RIDGE ROAD	SNYDRR 010	☑	☑
SPECKLED COURT	SPRECK 010	☐	☑
SPELT ROAD	SPELTR 010	☐	☐
STAIRCASE FALLS	STAIRC 010	☐	☐
STOCKTON CREEK ROAD	STOCKC 010	☐	☑
STOCKTON STREET	STOCKS 010	☐	☐
STUMPFIELD MT. ROAD	STUMPF 010	☐	☐
TENTH STREET	10THS2 010	☐	☐
	10THST 010	☐	☐
	10THST 020	☐	☐
TEXAS HILL	TEXASH 010	☐	☐
THIRD STREET	3RDST1 010	☐	☐
THIRTEENTH STREET	13THST 010	☐	☐
TIP TOP ROAD	TIPTOP 010	☐	☑

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Road Name	Section	Start Street	End Street
TORITO WAY	TORITO 010	☑	☑
TORRE DRIVE	TORRE 010	☑	☑
TRABUCCO STREET	TRABUC 010	☑	☑
TRIANGLE ROAD	TRIANG 020		
TROWER ROAD	TROWER 10-A		
	TROWER 10-B		
TULPIN WAY	TULPIN 010	☐	☐
TWELFTH STREET	12THST 010-A	☐	☐
	12THST 010-B	☐	☐
	12THST 010-C	☐	☐
UPPER BULLION STREET	BULLNX 010	☐	☐
USONA ROAD	USONA 010		
	USONA 020		
VARAIN ROAD	VARAIN 010	☐	☐
VARDEN	VARDEN 010	☐	☑
VEREDITA STREET	VEREDI 010	☑	☐
VERNAL FALLS	VERNAL 010	☐	☐
VILLARREAL DRIVE	VILLAR 010	☐	☐
VIOLETA WAY	VIOLET 010	☑	☑
WAGNER ROAD	WAGNER 010		☑
WASS ROAD	WASSRD 010	☐	☐
WATER STREET	WATER 010	☑	☑
WATT ROAD EXTENTION	WATTRD 010	☐	☐
WEST BRUCE ROAD	WBRUCE 010	☐	☐
WHEELER GULCH	WHEELG 010	☐	☐
WHITE CHIEF MT. ROAD	WHITEC 010	☐	☐
WHITE ROCK ROAD	WHTROC 020-A		
	WHTROC 020-B		
	WHTROC 030		
	WHTROC 10-A		
	WHTROC 10-B		
	WHTROC 10-C		
WHITLOCK ROAD	WHITLE 010-A		
	WHITLE 010-B		
	WHITLW 010		

Street	Section	Start Street	End Street
WHITLOCK ROAD	WHITLW 020		
	WHITLW 030		☑
WOODLAND DRIVE	WOODLA 10-A		
	WOODLA 10-B		
WORMAN ROAD	WORMAN 010		☑
YAQUI GULCH ROAD	YAQUIG 010	☐	☐
YOSEMITE FALL	YOSEMF 010	☐	☑
ZAMORA STREET	ZAMORA 010	☑	☑
ZARZAL COURT	ZARZAL 010	☐	☑
ZARZO WAY	ZARZO 010	☑	☑
ZELMA WAY	ZELMA 010	☑	☑

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Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement Management Program Update 2021 Final Report)

Appendix G

Sections Selected For Treatment – Scenario 1

Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Y

Year	Budget	PM
2022	$1,500,000	15%
2023	$1,500,000	15%
2024	$1,500,000	15%
2025	$1,500,000	15%

Year	Budget	PM
2026	$1,500,000	15%
2027	$1,500,000	2%
2028	$1,500,000	29%
2029	$1,500,000	30%

Year	Budget	PM
2030	$1,500,000	0%
2031	$1,500,000	0%

Year: 2022

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
BEAR VALLEY ROAD	4607 BEAR VALLEY RD	HWY 49	BRVLY	040	10,311	25	257,775	RMiC	AC/AC		74	74	82	$193,332	31,981	Slurry Seal w/Crack S & 1%Digouts
FOREST DRIVE	MARIPOSACOUNTY ROAD LINE	END AT CAMP WAWONA	FORST2	10-B	2,169	19	41,211	RL	AC		75	74	83	$26,330	20,646	Slurry Seal w/Crack S & 1%Digouts
ILLILOUTTE FALLS W	BEGIN PVMT	CLOUDS REST	ILLILO	010	337	22	7,414	RL	AC		78	77	85	$4,737	20,206	Slurry Seal w/Crack S & 1%Digouts
											Treatment Total			$224,399		
TENTH STREET	BULLION ROAD	JONES ROAD	10THST	010	285	45	12,825	RL	AC		70	69	78	$7,482	22,389	Slurry Seal w/3%Digc
BUCKEYE CREEK ROAD	BUCKEYE ROAD	END OF PVMT	BKECRK	010	830	22	18,260	RL	AC		69	68	77	$10,652	22,288	Slurry Seal w/3%Digc
CEMETERY STREET	MAIN STREET	OAK RIDGE RD	CEMYST	010	953	15	14,295	RL	AC		63	62	72	$8,339	21,280	Slurry Seal w/3%Digc
CHILNUALNA FALLS ROAD	MARIPOSA COUNTY ROAD LINE	END	CHILFL	10-B	5,167	20	103,340	RL	AC		63	62	72	$60,282	21,281	Slurry Seal w/3%Digc
CHARLES STREET	12TH ST	PUBLIC PARKING	CHRLS2	10-B	272	32	8,704	RL	AC		64	63	73	$5,078	21,460	Slurry Seal w/3%Digc
CLOUDS REST	MEADOW LANE (SOUTH)	EL CAPITAN	CLOUDS	10-A	5,527	22	121,594	RL	AC		66	65	75	$70,930	21,802	Slurry Seal w/3%Digc
CREEL ROAD	HARRIS ROAD	END (CUL DE SAC)	CREEL	010	3,736	24	89,664	RL	AC		63	62	72	$52,304	21,286	Slurry Seal w/3%Digc
FROM HIGH STREET	HIGH STREET	BEAR VALLEY	FMHGH0	010	98	23	2,254	RL	AC		63	62	72	$1,315	21,286	Slurry Seal w/3%Digc
FORESTA ROAD	44483 FT FROM EL PORTAL ROAD	BIG OAK FLAT	FRSTA2	030	4,012	16	64,192	RL	AC		69	68	77	$37,446	22,290	Slurry Seal w/3%Digc
GOLFITO WAY	GAZA WAY	RANCHITO DRIVE	GOLFIT	010	878	23	20,194	RL	AC		70	69	78	$11,780	22,390	Slurry Seal w/3%Digc
JARDINCITO COURT	BEGIN PVMT	HIDALGO STREET	JARDIN	010	637	24	15,288	RL	AC		67	66	76	$8,918	20,792	Slurry Seal w/3%Digc
JALISCO WAY	BANDERILLA DRIVE	BANDERILLA DRIVE	JLISCO	010	3,085	23	70,955	RL	AC		61	60	71	$41,391	20,929	Slurry Seal w/3%Digc
KOKANEE ROAD	HARRIS CUT OFF ROAD	END CUL DE SAC	KOKANE	010	1,543	26	40,118	RL	AC		70	69	78	$23,403	22,391	Slurry Seal w/3%Digc
MYKLEOAKS DRIVE	HWY 49	BEAR TRAP DRIVE	MYKLEO	010	1,690	21	35,490	RL	AC		66	65	75	$20,703	21,804	Slurry Seal w/3%Digc
TEXAS HILL	DOGTOWN ROAD	END OF PVMT	TEXASH	010	2,829	20	56,580	RL	AC		68	67	77	$33,005	22,122	Slurry Seal w/3%Digc
VILLARREAL DRIVE	RANCHITO DRIVE	BANDERILLA DRIVE	VILLAR	010	8,118	25	202,950	RL	AC		69	68	77	$118,388	22,290	Slurry Seal w/3%Digc

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** - Treatment from Project Selection

Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Y

Year: 2022

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
ZAMORA STREET	RASTRO WAY	LAREDO STREET	ZAMORA	010	750	23	17,250	RL	AC		68	67	77	$10,063	22,120	Slurry Seal w/3%Digo
												Treatment Total		$521,479		
CHILNUALNA FALLS ROAD	HWY 41	MARIPOSA COUNTY ROAD LINE	CHILFL	10-A	4,514	20	90,280	RL	AC		64	63	100	$150,467	24,145	Chip Seal w/Crack Se & 4%Digouts
CLOUDS REST	EL CAPITAN	MEADOW LANE (NORTH)	CLOUDS	10-B	5,141	22	113,102	RL	AC		68	67	100	$188,504	22,147	Chip Seal w/Crack Se & 4%Digouts
CORONADO DRIVE	MERCED FALLS ROAD	TORRE DRIVE	COROND	010	5,418	23	124,614	RL	AC		61	60	100	$207,690	25,447	Chip Seal w/Crack Se & 4%Digouts
PILOT PEAK	CREEL ROAD	END OF PVMT	PILOTP	010	2,237	24	53,688	RL	AC		61	60	100	$89,480	25,440	Chip Seal w/Crack Se & 4%Digouts
ROYAL ARCHES	MEADOW LANE	MEADOW LANE	ROYALA	010	2,824	22	62,128	RL	AC		62	61	100	$103,547	25,034	Chip Seal w/Crack Se & 4%Digouts
												Treatment Total		$739,688		
MERCADO DRIVE	195 FT SOUTH OF TORRE DRIVE	TORRE DRIVE	MERCDO	020	195	22	4,290	RL	AC		42	42	100	$12,632	17,166	Thin(1.5")Overlay w/S Digouts
												Treatment Total		$12,632		
						Year 2022 Area Total	1,648,455					Year 2022 Total		$1,498,198		

Year: 2023

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
BEN HUR ROAD	SILVER BAR ROAD	HWY 49	BENHUR	050	9,800	20	196,000	RMaC	AC/AC		74	72	81	$151,410	23,819	Slurry Seal w/Crack S & 1%Digouts
FOURNIER ROAD	PVMT CHG	JOE HOWARD ST	FRNRRD	10-B	789	16	12,624	RL	AC		81	79	87	$8,308	19,178	Slurry Seal w/Crack S & 1%Digouts
WASS ROAD	HWY 49	HWY 49	WASSRD	010	4,488	22	98,736	RL	AC/AC		74	73	81	$64,974	28,086	Slurry Seal w/Crack S & 1%Digouts
												Treatment Total		$224,692		
HAYWARD ROAD	GATE	67 FT NORTH OF GATE	HAYWRD	010	67	17	1,139	RMiC	AC		67	63	73	$1,434	9,751	Cape Seal w/3%Digo
												Treatment Total		$1,434		
MORMON BAR CROSSING	OLD HWY	PVMNT CHG 418' W of BRIDGE (PCC)	MORMON	10-A	336	23	7,728	RL	AC		72	69	79	$4,644	21,154	Slurry Seal w/3%Digo
												Treatment Total		$4,644		

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** - Treatment from Project Selection

Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Y

Year: 2023

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
ELEVENTH STREET	HWY 140	GOVERNMENT CENTER PARKING LOT	11THST	010	513	23	11,799	RL	AC		44	41	100	$35,784	16,703	Thin(1.5")Overlay w/E Digouts
CARACOL CIRCLE	MIRASOL WAY (NORTH)	MIRASOL WAY (SOUTH)	CARACL	010	2,016	23	46,368	RL	AC		44	41	100	$140,624	16,701	Thin(1.5")Overlay w/E Digouts
CARTER ROAD	TRIANGLE ROAD	END OF PVMT	CARTER	010	430	20	8,600	RL	AC		43	40	100	$26,082	16,779	Thin(1.5")Overlay w/E Digouts
CHINATOWN MAIN STREET	MAIN STREET	KOW STREET	CHNTWN	010	365	17	6,205	RL	AC		45	42	100	$18,819	16,611	Thin(1.5")Overlay w/E Digouts
CHARLES STREET	8TH STREET	7TH STREET	CHRLS1	010	528	14	7,392	RL	AC		47	44	100	$22,419	16,417	Thin(1.5")Overlay w/E Digouts
DOLOROSA STREET	BANDERILLA DRIVE	LORENZO STREET	DOLRSA	010	2,514	23	57,822	RL	AC		43	40	100	$175,362	16,778	Thin(1.5")Overlay w/E Digouts
EAGLE PEAK ROAD	FORESTA ROAD	CRANE CREEK ROAD	EAGLEP	010	486	11	5,346	RL	AC		49	47	100	$16,214	16,192	Thin(1.5")Overlay w/E Digouts
FACHADA WAY	HERNANDEZ DRIVE	MIRASOL WAY	FACHDA	010	1,667	23	38,341	RL	AC		43	40	100	$116,280	16,778	Thin(1.5")Overlay w/E Digouts
FROM HIGH STREET	HIGH STREET	END	FMHGH1	010	375	14	5,250	RL	AC		46	43	100	$15,923	16,517	Thin(1.5")Overlay w/E Digouts
FORESTA ROAD	EL PORTAL ROAD	END OF PVMT	FRSTA2	010	3,979	11	43,769	RL	AC		44	41	100	$132,742	16,702	Thin(1.5")Overlay w/E Digouts
MOJICA WAY	BANDERILLA DRIVE	DOLOROSA STREET	MOJICA	010	2,328	23	53,544	RL	AC		43	40	100	$162,388	16,778	Thin(1.5")Overlay w/E Digouts
PARK LANE	MAIN STREET	BROADWAY	PARKLN	010	410	22	9,020	RL	AC		43	40	100	$27,356	16,779	Thin(1.5")Overlay w/E Digouts
WEST STREET	END OF PVMT	HWY 49	WESTST	010	670	20	13,400	RL	AC		45	42	100	$40,640	16,611	Thin(1.5")Overlay w/E Digouts
ZELMA WAY	RANCHITO DRIVE	TORRE DRIVE	ZELMA	010	4,802	23	110,446	RL	AC		44	41	100	$334,959	16,701	Thin(1.5")Overlay w/E Digouts
													Treatment Total	$1,265,592		
							Year 2023 Area Total		733,529				Year 2023 Total	$1,496,362		

Year: 2024

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
71A	HWY 49	FORK	BRVLYT	010	112	16	1,792	RL	AC		93	88	93	$1,215	11,558	Slurry Seal w/Crack S & 1%Digouts
HUNTERS VALLEY ROAD	PVT CHG	PVT CHG	HUNTER	010-E	1,432	16	22,912	RMiC	AC		81	76	84	$18,231	18,860	Slurry Seal w/Crack S & 1%Digouts
OLD TOLL ROAD	3602 FT SOUTH OF HORNITOS	14210 FT SOUTH OF HORNITOS	OLDTOL	020	10,608	22	233,376	RMiC	AC		81	77	85	$185,692	24,587	Slurry Seal w/Crack S & 1%Digouts
PARK CIRCLE DRIVE	GREELEY HILL ROAD (WEST)	GREELEY HILL ROAD (EAST)	PARKCI	010	1,809	16	28,944	RL	AC		75	71	80	$19,619	19,422	Slurry Seal w/Crack S & 1%Digouts

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

** - Treatment from Project Selection

Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Y

											Treatment Total			$224,757			
CEMETERY	BEGIN PVMT	FOURNIER STREET	CEMTRY	010	390	28	10,920	RL	AC		73	69	78	$6,758	21,079	Slurry Seal w/3%Digo
FERRY ROAD	WATER STREET	MAXWELL STREET	FERRYR	010	247	24	5,928	RL	AC		72	68	77	$3,669	20,968	Slurry Seal w/3%Digo
JALISCO WAY	BANDERILLA DRIVE	BANDERILLA DRIVE	JLISCO	010	3,085	23	70,955	RL	AC		61	68	78	$43,912	21,018	Slurry Seal w/3%Digo
LARKE STREET	CHILNUALNA FALLS ROAD	LOOP ROAD	LARKE	010	422	20	8,440	RL	AC		73	69	78	$5,224	21,078	Slurry Seal w/3%Digo
											Treatment Total			$59,563			
EIGHTH STREET	HWY 140	MARIPOSA HIGH SCHOOL	8THST	020	955	28	26,740	RL	AC		73	69	100	$47,281	19,987	Chip Seal w/Crack Se & 4%Digouts
AHWANHEE ROAD	MEADOW LANE	GLACIER POINT	AHWNRD	010	2,366	20	47,320	RL	AC		72	68	100	$83,670	20,537	Chip Seal w/Crack Se & 4%Digouts
PINEY CREEK ROAD	BEGIN PVMT	10198 PINEY CREEK RD	PINEYC	010	3,669	17	62,373	RL	AC		73	69	100	$110,286	19,970	Chip Seal w/Crack Se & 4%Digouts
											Treatment Total			$241,237			
BOGEY CIRCLE	EAST BRUCE ROAD	END CUL DE SAC	BOGEY	010	164	15	2,460	RL	AC		51	46	100	$7,685	15,741	Thin(1.5")Overlay w/5 Digouts
EAST BRUCE ROAD	CHILNUALNA FALLS ROAD	WEST BRUCE ROAD	EBRUCE	010	1,320	14	18,480	RL	AC		50	45	100	$57,728	15,854	Thin(1.5")Overlay w/5 Digouts
MARIPOSA DUMP ROAD	HWY 49	END OF PVMT	MARIPD	010	792	36	28,512	RL	AC		48	43	100	$89,065	16,058	Thin(1.5")Overlay w/5 Digouts
PARAISO BOULEVARD	DOLOROSA STREET	BANDERILLA DRIVE	PARAIS	010	6,943	23	159,689	RL	AC		47	42	100	$498,831	16,152	Thin(1.5")Overlay w/5 Digouts
RIVER ROAD	1033 FT SOUTH OF CHILNUALNA	CHILNUALNA FALLS ROAD	RIVERD	010	1,033	14	14,462	RL	AC		48	43	100	$45,176	16,061	Thin(1.5")Overlay w/5 Digouts
SHOSHONE ROAD	975 FT NORTH OF PILOT PEAK ROD	CREEL ROAD	SHOSHO	020	767	24	18,408	RL	AC		48	43	100	$57,503	16,058	Thin(1.5")Overlay w/5 Digouts
VEREDITA STREET	HERNANDEZ DRIVE	VILLARREAL DRIVE	VEREDI	010	2,675	23	61,525	RL	AC		45	40	100	$192,190	16,316	Thin(1.5")Overlay w/5 Digouts
YOSEMITE AVENUE	YOSEMITE PINES	END	YOSEAV	010	623	12	7,476	RL	AC		50	45	100	$23,354	15,854	Thin(1.5")Overlay w/5 Digouts
											Treatment Total			$971,532			
						Year 2024 Area Total		830,712			Year 2024 Total			$1,497,089			

Year: 2025

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
NINTH STREET	BULLION STREET	JONES STREET	9THST2	010	224	31	6,944	RL	AC		84	79	86	$4,848	18,129	Slurry Seal w/Crack S & 1%Digouts
CARTER ROAD	6280 FT NORTH OF END OF PVMT	END OF SECOND PVMT SECTION	CARTER	020	530	14	7,420	RL	AC		82	77	85	$5,181	18,611	Slurry Seal w/Crack S & 1%Digouts
EL CAPTITAN	CLOUDS REST	MEADOW LANE	ELCAPT	010	2,180	21	45,780	RL	AC		79	74	82	$31,961	18,918	Slurry Seal w/Crack S & 1%Digouts

** - Treatment from Project Selection

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Y

Year: 2025

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
MAIN STREET	CHINATOWN MAIN STREET	GREELEY HILL ROAD	MAINST	020	648	25	16,200	RMaC	AC		80	73	81	$13,277	17,413	Slurry Seal w/Crack S & 1%Digouts
MT. BULLION CUTOFF	HWY 140	PVMT CHG	MTBULL	10-A	10,444	20	208,880	RMaC	AC		93	88	94	$171,187	20,668	Slurry Seal w/Crack S & 1%Digouts
											Treatment Total			$226,454		
CEMETERY STREET	MAIN STREET	OAK RIDGE RD	CEMYST	010	953	15	14,295	RL	AC		63	68	77	$9,112	20,404	Slurry Seal w/3%Digc
CHILNUALNA FALLS ROAD	MARIPOSA COUNTY ROAD LINE	END	CHILFL	10-B	5,167	20	103,340	RL	AC		63	68	77	$65,872	20,405	Slurry Seal w/3%Digc
CHARLES STREET	12TH ST	PUBLIC PARKING	CHRLS2	10-B	272	32	8,704	RL	AC		64	69	78	$5,549	20,482	Slurry Seal w/3%Digc
CREEL ROAD	HARRIS ROAD	END (CUL DE SAC)	CREEL	010	3,736	24	89,664	RL	AC		63	68	78	$57,154	20,406	Slurry Seal w/3%Digc
FROM HIGH STREET	HIGH STREET	BEAR VALLEY	FMHGH0	010	98	23	2,254	RL	AC		63	68	78	$1,437	20,406	Slurry Seal w/3%Digc
											Treatment Total			$139,124		
DEXTER ROAD	FISKE ROAD	END OF PVMT	DEXTRR	010	12,995	21	272,895	RL	AC		75	69	100	$497,000	19,174	Chip Seal w/Crack Se & 4%Digouts
OLD HIGHWAY	MARSHALL RD	HWY 49	OLDHWY	10-B	5,380	20	107,600	RL	AC/AC		74	69	100	$195,963	18,545	Chip Seal w/Crack Se & 4%Digouts
											Treatment Total			$692,963		
TWELFTH STREET	BULLION ST	JONES ST	12THST	010-A	269	23	6,187	RL	AC		52	45	100	$19,907	15,407	Thin(1.5")Overlay w/E Digouts
CARRIZO WAY	BEGIN PVMT	ALAMO DRIVE	CARIZO	010	293	23	6,739	RL	AC		53	46	100	$21,683	15,294	Thin(1.5")Overlay w/E Digouts
CEDAR CIRCLE	EAST BRUCE ROAD	END OF PVMT	CEDAR	010	178	14	2,492	RL	AC		51	44	100	$8,018	15,513	Thin(1.5")Overlay w/E Digouts
MEPPS COURT	CREEL ROAD	END CUL DE SAC	MEPPS	010	304	24	7,296	RL	AC		52	45	100	$23,475	15,404	Thin(1.5")Overlay w/E Digouts
MILLER ROAD	HWY 140	OLD HIGHWAY	MILLER	010	5,805	16	92,880	RL	AC		50	43	100	$298,839	15,611	Thin(1.5")Overlay w/E Digouts
WEST BRUCE ROAD	CHILNUALNA FALLS ROAD	EAST BRUCE ROAD	WBRUCE	010	1,475	14	20,650	RL	AC		51	44	100	$66,441	15,513	Thin(1.5")Overlay w/E Digouts
											Treatment Total			$438,363		
							Year 2025 Area Total		1,020,220		Year 2025 Total			$1,496,904		

Year: 2026

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
MT. BULLION CUTOFF	PVMNT CHG	HWY 49	MTBULL	10-B	5,714	24	137,136	RMaC	AC		94	89	94	$115,761	22,055	Slurry Seal w/Crack S & 1%Digouts

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

** - Treatment from Project Selection

Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Y

Year: 2026

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
SILVER BAR ROAD	1018 FT SOUTH OF SULLIVAN	SULLIVAN ROAD	SILVERB	010	1,018	22	22,396	RMiC	AC		93	85	92	$18,906	17,555	Slurry Seal w/Crack S & 1%Digouts
WHITLOCK ROAD	HWY 49	4750 FT EAST OF HWY 49	WHITLW	010	4,750	23	109,250	RMaC	AC		94	89	94	$92,222	22,052	Slurry Seal w/Crack S & 1%Digouts
												Treatment Total		$226,889		
INDIAN PEAK ROAD	BRONCO HOLLOW ROAD	HIRSCH ROAD	INDNP1	030	5,307	23	122,061	RMiC	ST		69	61	100	$167,910	15,852	Cape Seal w/3%Digo
												Treatment Total		$167,910		
CLOUDS REST	MEADOW LANE (SOUTH)	EL CAPITAN	CLOUDS	10-A	5,527	22	121,594	RL	AC		66	69	78	$79,833	19,894	Slurry Seal w/3%Digc
MYKLEOAKS DRIVE	HWY 49	BEAR TRAP DRIVE	MYKLEO	010	1,690	21	35,490	RL	AC		66	69	78	$23,301	19,896	Slurry Seal w/3%Digc
												Treatment Total		$103,134		
MEADOW LANE	TRIANGLE ROAD EAST	TRIANGLE ROAD WEST	MEADOW	010	13,277	26	345,202	RL	AC		76	69	100	$647,547	18,939	Chip Seal w/Crack Se & 4%Digouts
												Treatment Total		$647,547		
TWELFTH STREET	HWY 140	BULLION ST	12THST	010-B	433	23	9,959	RL	AC		53	44	100	$33,005	15,074	Thin(1.5")Overlay w/5 Digouts
BOYER ROAD	PVMT CHG N of HWY 49	END OF PVMT	BOYER	020	4,238	22	93,236	RL	AC/AC		50	40	100	$308,984	15,299	Thin(1.5")Overlay w/5 Digouts
												Treatment Total		$341,989		
TWELFTH STREET	JESSIE ST	HWY 140	12THST	010-C	88	23	2,024	RL	AC		9	0	100	$8,796	11,355	Surface Reconstruct (2.5"Remove&Replac w/HMA)
												Treatment Total		$8,796		
						Year 2026 Area Total	998,348					Year 2026 Total		$1,496,265		

Year: 2027

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
JONES STREET	BRIDGE	PVMT CHANGE AT 7TH STREET	JONES	030	1,716	28	48,048	RL	AC		80	71	80	$35,587	17,806	Slurry Seal w/Crack S & 1%Digouts
												Treatment Total		$35,587		
JARDINCITO COURT	BEGIN PVMT	HIDALGO STREET	JARDIN	010	637	24	15,288	RL	AC		67	68	77	$10,339	18,150	Slurry Seal w/3%Digc
PARAJE WAY	VILLARREAL DRIVE	VILLARREAL DRIVEP	PARAJE	010	3,062	23	70,426	RL	AC		77	68	77	$47,626	19,218	Slurry Seal w/3%Digc

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** - Treatment from Project Selection

Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Y

Year: 2027

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
TEXAS HILL	DOGTOWN ROAD	END OF PVMT	TEXASH	010	2,829	20	56,580	RL	AC		68	69	78	$38,262	19,340	Slurry Seal w/3%Digc
ZAMORA STREET	RASTRO WAY	LAREDO STREET	ZAMORA	010	750	23	17,250	RL	AC		68	69	78	$11,666	19,337	Slurry Seal w/3%Digc
												Treatment Total		$107,893		
NINTH STREET	JESSIE STREET	HWY 140	9THST1	010	211	31	6,541	RL	AC		57	46	100	$22,328	14,422	Thin(1.5")Overlay w/5 Digouts
ALAMO DRIVE	PARAISO BLVD	CARRIZO WAY	ALAMO	010-A	3,410	23	78,430	RL	AC		53	41	100	$267,715	14,824	Thin(1.5")Overlay w/5 Digouts
BURL DRIVE	BUCKEYE ROAD	END AT BARRICADE	BURLDR	020	1,823	26	47,398	RL	AC		53	41	100	$161,790	14,826	Thin(1.5")Overlay w/5 Digouts
CARRIZO WAY	ALAMO DRIVE	BANDERILLA DRIVE	CARIZO	020	2,883	23	66,309	RL	AC		52	40	100	$226,341	14,904	Thin(1.5")Overlay w/5 Digouts
EVERGREEN LANE	MEADOW LANE (SOUTH)	MEADOW LANE (NORTH)	EVRGRN	010	4,176	20	83,520	RL	AC		53	41	100	$285,089	14,824	Thin(1.5")Overlay w/5 Digouts
JAIME WAY	JOSEFINA WAY	END	JAIME	010	634	23	14,582	RL	AC		53	41	100	$49,775	14,824	Thin(1.5")Overlay w/5 Digouts
JALAPA WAY	N END	HIDALGO ST	JALAPA	10-A	1,865	23	42,895	RL	AC		53	41	100	$146,419	14,824	Thin(1.5")Overlay w/5 Digouts
PARASOL COURT	JALAPA WAY	END	PARASL	010	525	23	12,075	RL	AC		53	41	100	$41,218	14,824	Thin(1.5")Overlay w/5 Digouts
PRINCETON WAY	BEGIN PVMT	HWY 49	PRINCT	010	2,269	20	45,380	RL	AC		52	40	100	$154,901	14,903	Thin(1.5")Overlay w/5 Digouts
												Treatment Total		$1,355,576		
				Year 2027 Area Total			604,722					Year 2027 Total		$1,499,056		

Year: 2028

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
NEVADA FALL	AHWAHNEE	END	NEVADA	010	581	21	12,201	RL	AC/AC		94	89	94	$9,308	18,221	Slurry Seal w/Crack S & 1%Digouts
SMITH STATION ROAD	GREELEY HILL ROAD	TUOLUMNE COUNTY LINE	SMITHS	010	19,840	24	476,160	RMaC	AC/AC		83	76	84	$426,420	25,270	Slurry Seal w/Crack S & 1%Digouts
												Treatment Total		$435,728		
BUCKEYE CREEK ROAD	BUCKEYE ROAD	END OF PVMT	BKECRK	010	830	22	18,260	RL	AC		69	69	78	$12,719	18,701	Slurry Seal w/3%Digc
FORESTA ROAD	44483 FT FROM EL PORTAL ROAD	BIG OAK FLAT	FRSTA2	030	4,012	16	64,192	RL	AC		69	69	78	$44,712	18,703	Slurry Seal w/3%Digc
VILLARREAL DRIVE	RANCHITO DRIVE	BANDERILLA DRIVE	VILLAR	010	8,118	25	202,950	RL	AC		69	69	78	$141,361	18,703	Slurry Seal w/3%Digc
												Treatment Total		$198,792		

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

** - Treatment from Project Selection

Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Y

Year: 2028

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
FOREST DRIVE	HWY 41	MARIPOSA COUNTY ROAD LINE	FORST2	10-A	4,273	19	81,187	RL	AC		54	40	100	$285,439	14,476	Thin(1.5")Overlay w/5 Digouts
JALAPA WAY	HIDALGO ST	HWY 132	JALAPA	10-B	2,217	23	50,991	RL	AC		55	41	100	$179,276	14,396	Thin(1.5")Overlay w/5 Digouts
KOON HOLLAR ROAD	FOREST DRIVE	END OF PVMT	KOONHO	010	2,485	12	29,820	RL	AC		55	41	100	$104,842	14,397	Thin(1.5")Overlay w/5 Digouts
LEONARD ROAD	BEGIN OF PVMT	1256 FT WEST OF STUMPFIELD MTN	LEONRD	020	2,289	23	52,647	RL	AC		54	40	100	$185,098	14,502	Thin(1.5")Overlay w/5 Digouts
OAK ROAD	FORESTA ROAD	CRANE CREEK ROAD	OAK121	010	165	14	2,310	RL	AC		60	46	100	$8,122	13,990	Thin(1.5")Overlay w/5 Digouts
PINE STREET	WATER STREET	MAIN STREET	PINES1	010	240	27	6,480	RL	AC		57	44	100	$22,783	14,211	Thin(1.5")Overlay w/5 Digouts
WATER STREET	FERRY STREET	MAIN STREET	WATER	010	1,112	20	22,240	RL	AC		55	41	100	$78,192	14,397	Thin(1.5")Overlay w/5 Digouts
											Treatment Total			$863,752		
							Year 2028 Area Total		1,019,438		Year 2028 Total			$1,498,272		

Year: 2029

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
BONDURANT	DOGTOWN ROAD	END OF PVMT	BONDUR	010	6,917	10	69,170	RL	AC		90	80	88	$54,351	18,680	Slurry Seal w/Crack S & 1%Digouts
BEAR VALLEY ROAD	4607 BEAR VALLEY RD	HWY 49	BRVLY	040	10,311	25	257,775	RMiC	AC/AC		74	75	84	$237,774	26,868	Slurry Seal w/Crack S & 1%Digouts
EL PORTAL ROAD	HWY 140	FORESTA ROAD	ELPORD	010	481	22	10,582	RL	AC		92	79	87	$8,315	15,957	Slurry Seal w/Crack S & 1%Digouts
SILVA ROAD	HWY 49	CARLTON ROAD	SILVA	010	5,766	22	126,847	RMiC	AC/AC		94	79	86	$117,005	18,773	Slurry Seal w/Crack S & 1%Digouts
											Treatment Total			$417,445		
TENTH STREET	BULLION ROAD	JONES ROAD	10THST	010	285	45	12,825	RL	AC		70	68	77	$9,201	18,086	Slurry Seal w/3%Digc
GOLFITO WAY	GAZA WAY	RANCHITO DRIVE	GOLFIT	010	878	23	20,194	RL	AC		70	68	77	$14,488	18,088	Slurry Seal w/3%Digc
KOKANEE ROAD	HARRIS CUT OFF ROAD	END CUL DE SAC	KOKANE	010	1,543	26	40,118	RL	AC		70	68	77	$28,782	18,091	Slurry Seal w/3%Digc
MORMON BAR CROSSING	OLD HWY	PVMNT CHG 418' W of BRIDGE (PCC)	MORMON	10-A	336	23	7,728	RL	AC		72	69	78	$5,545	17,713	Slurry Seal w/3%Digc
											Treatment Total			$58,016		
CANASTA COURT	BEGIN PVMT	ALAMO DRIVE	CANAST	010	645	23	14,835	RL	AC		56	40	100	$53,722	14,055	Thin(1.5")Overlay w/5 Digouts

** - Treatment from Project Selection

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Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Y

Year: 2029

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
MARIPOSA AVENUE	CHILNUALNA FALLS ROAD	END	MARPOA	010	798	12	9,576	RL	AC		58	43	100	$34,678	13,885	Thin(1.5")Overlay w/5 Digouts
SCHOOLHOUSE ROAD	OLD HWY	HWY 140	SCHLHS	010	10,330	18	185,940	RL	AC		57	41	100	$673,344	13,978	Thin(1.5")Overlay w/5 Digouts
SPELT ROAD	CHILNUALNA FALLS ROAD	END OF PVMT	SPELTR	010	1,221	15	18,315	RL	AC		57	41	100	$66,325	13,976	Thin(1.5")Overlay w/5 Digouts
STOCKTON STREET	WEST STREET	HWY 49	STOCKS	010	908	17	15,436	RL	AC		58	43	100	$55,899	13,885	Thin(1.5")Overlay w/5 Digouts
STUMPFIELD MT. ROAD	HWY 49	END OF PVMT	STUMPF	010	400	25	10,000	RL	AC		60	44	100	$36,213	13,790	Thin(1.5")Overlay w/5 Digouts
												Treatment Total		$920,181		
TENTH STREET	JESSIE STREET	HWY 140	10THS2	010	211	28	5,908	RL	AC		6	0	100	$28,056	10,391	Surface Reconstruct (2.5"Remove&Replac w/HMA)
TENTH STREET	JONES STREET	OLD HWY	10THST	020	400	15	6,000	RL	AC		13	0	100	$28,493	10,391	Surface Reconstruct (2.5"Remove&Replac w/HMA)
SECOND STREET	BULLION STREET	END	2NDST	010	100	28	2,800	RL	AC		5	0	100	$13,297	10,391	Surface Reconstruct (2.5"Remove&Replac w/HMA)
												Treatment Total		$69,846		
							Year 2029 Area Total	814,049				Year 2029 Total		$1,465,488		

Year: 2030

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
CEMETERY	BEGIN PVMT	FOURNIER STREET	CEMTRY	010	390	28	10,920	RL	AC		73	69	78	$8,070	17,683	Slurry Seal w/3%Digc
FERRY ROAD	WATER STREET	MAXWELL STREET	FERRYR	010	247	24	5,928	RL	AC		72	68	78	$4,381	17,604	Slurry Seal w/3%Digc
JALISCO WAY	BANDERILLA DRIVE	BANDERILLA DRIVE	JLISCO	010	3,085	23	70,955	RL	AC		61	69	78	$52,433	17,635	Slurry Seal w/3%Digc
LARKE STREET	CHILNUALNA FALLS ROAD	LOOP ROAD	LARKE	010	422	20	8,440	RL	AC		73	69	78	$6,237	17,680	Slurry Seal w/3%Digc
												Treatment Total		$71,121		
CATHEDRAL SPIRES	CLOUDS REST	MEADOW LANE	CDRLSD	010	2,014	23	46,322	RL	AC		58	40	100	$172,779	13,643	Thin(1.5")Overlay w/5 Digouts
HERNANDEZ DRIVE	RANCHITO DRIVE	END	HRNDEZ	010	9,685	23	222,755	RL	AC		59	40	100	$830,862	13,643	Thin(1.5")Overlay w/5 Digouts

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

** - Treatment from Project Selection

Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Y

Year: 2030

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
SCHILLING ROAD	BEGIN PVMT	DOGTOWN ROAD	SCHILL	010	4,260	19	80,940	RL	AC/AC		57	40	100	$301,901	13,572	Thin(1.5")Overlay w/5 Digouts
												Treatment Total		$1,305,542		
THIRTEENTH STREET	CHARLES STREET	JONES STREET	13THST	010	634	19	12,046	RL	AC		22	0	100	$58,919	10,089	Surface Reconstruct (2.5"Remove&Replac w/HMA)
THIRD STREET	HWY 49	END	3RDST1	010	422	25	10,550	RL	AC		28	0	100	$51,602	10,089	Surface Reconstruct (2.5"Remove&Replac w/HMA)
BIRDIE CIRCLE	EAST BRUCE ROAD	END OF PVMT	BIRDIE	010	158	14	2,212	RL	ST		51	17	100	$10,820	10,089	Surface Reconstruct (2.5"Remove&Replac w/HMA)
												Treatment Total		$121,341		
				Year 2030 Area Total			471,068					Year 2030 Total		$1,498,004		

Year: 2031

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
ILLILOUTTE FALLS W	BEGIN PVMT	CLOUDS REST	ILLILO	010	337	22	7,414	RL	AC		78	72	81	$6,181	15,836	Slurry Seal w/Crack S & 1%Digouts
												Treatment Total		$6,181		
CEMETERY STREET	MAIN STREET	OAK RIDGE RD	CEMYST	010	953	15	14,295	RL	AC		63	69	78	$10,881	17,120	Slurry Seal w/3%Digc
CHILNUALNA FALLS ROAD	MARIPOSA COUNTY ROAD LINE	END	CHILFL	10-B	5,167	20	103,340	RL	AC		63	69	78	$78,654	17,120	Slurry Seal w/3%Digc
CHARLES STREET	12TH ST	PUBLIC PARKING	CHRLS2	10-B	272	32	8,704	RL	AC		64	69	79	$6,625	17,198	Slurry Seal w/3%Digc
CREEL ROAD	HARRIS ROAD	END (CUL DE SAC)	CREEL	010	3,736	24	89,664	RL	AC		63	69	78	$68,245	17,122	Slurry Seal w/3%Digc
FROM HIGH STREET	HIGH STREET	BEAR VALLEY	FMHGH0	010	98	23	2,254	RL	AC		63	69	78	$1,716	17,122	Slurry Seal w/3%Digc
FOREST DRIVE	MARIPOSACOUNTY ROAD LINE	END AT CAMP WAWONA	FORST2	10-B	2,169	19	41,211	RL	AC		75	69	78	$31,367	17,161	Slurry Seal w/3%Digc
												Treatment Total		$197,488		
TIP TOP ROAD	HWY 49	TRIANGLE ROAD	TIPTOP	010	13,318	24	319,632	RL	AC/AC		58	40	100	$1,227,973	13,197	Thin(1.5")Overlay w/5 Digouts
												Treatment Total		$1,227,973		

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

** - Treatment from Project Selection

Scenarios - Sections Selected for Treatment

Interest: 3.00% Inflation: 3.00% Printed: 9/30/2021

Scenario: 2021 S1-Existing Budget $1.5M/Y

Year: 2031

Road Name	Begin Location	End Location	Street ID	Section ID	Length	Width	Area	FC	Surface Type	Area ID	Current PCI	Treatment PCI Before	Treatment PCI After	Cost	Rating	Treatment
FOURTH STREET	HWY 140	BULLION STREET	4THST	010	264	22	5,808	RL	AC		0	0	100	$29,260	9,795	Surface Reconstruct (2.5"Remove&Replac w/HMA)
FIFTH STREET	HWY 140	BULLION STREET	5THST	010	317	23	7,291	RL	AC		5	0	100	$36,732	9,795	Surface Reconstruct (2.5"Remove&Replac w/HMA)
														Treatment Total		$65,992
							Year 2031 Area Total				599,613			Year 2031 Total		$1,497,634
							Grand Total Section Area:				8,740,154			Grand Total		$14,943,272

Attachment: Mariposa County_2021 PMP Final Report_V2 (LTC-2021-32 : Adopt the Pavement

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Phase IV Special Plan Consultant Contract

RECOMMENDED ACTION AND JUSTIFICATION:
Approve an Agreement with SERA Architects, Inc. to Complete the Mariposa Creek Parkway Phase IV Special Plan Not to Exceed $460,000; Authorize LTC Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award ($460,000).

This grant, in the amount of $460,000, was awarded to support the development of a Special Plan to guide the development of parcels recently acquired by Mariposa County to complete the Mariposa Creek Parkway from Joe Howard Street to Highway 49 North. These parcels are identified as Assessor's Parcel Numbers 012-340-005, 012-140-062, 012-140-065, 012-140-064, 012-140-017, 012-140-063, 012-140-016, 012-140-022, and 012-140-023. Funding was intended to hire a consultant team to add further detail and technical rigor to the vision expressed in the Mariposa Creek Parkway Master Plan as it pertains to the specific site, with the intent of planning and designing a neighborhood that meets the county objectives related to active transportation, economic development, housing, resiliency, and other community imperatives. The outcome of the project will be a Special Plan, adopted by the Board of Supervisors, to catalyze implementation of the development typologies identified through the planning process.

The Planning Department coordinated a Request for Qualifications process to identify a preferred consultant team. Submittals were reviewed by five county staff people, including two from Planning, two from Public Works, and one from Administration. This review process resulted in a clear and resounding preference for the SERA team.

BACKGROUND AND HISTORY OF LOCAL TRANSPORTATION COMMISSION (LTC) ACTIONS:

On January 26, 2021, the LTC 2021-4 adopted a resolution authorizing the Planning Department to submit an application for Caltrans FY 2021-22 Sustainable Communities Transportation Planning Grant to develop a Special Plan for the Phase IV segment of the Mariposa Creek Parkway; approved a letter of support and authorized the LTC Chair to sign the letter; and authorized the Local Transportation Commission

Local Transportation Commission 2021-33

Chair to sign the grant agreement, if awarded (subject to approval as to form by County Counsel).

In addition to this authorizing resolution, the Board and Local Transportation Commission have taken a number of actions related to establishing the Mariposa Creek Parkway as a means for achieving county community building objectives, including:

Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20
Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

Additionally, RES-2020-539 approved a vacant land purchase agreement of real property identified as Assessor's Parcel Numbers 012-340-005, 012-140-062, 012-140-065, 012-140-064, 012-140-017, 012-140-063, 012-140-016, 012-140-022, and 012-140-023; found that this action is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3), Section 15307, Section 15308 and Section 15316 and directed staff to file a Notice of Exemption; and authorized the Board Chair to sign all documents necessary to execute the purchase. The parcels acquired by this action are the parcels for which the Special Plan described above would be developed.

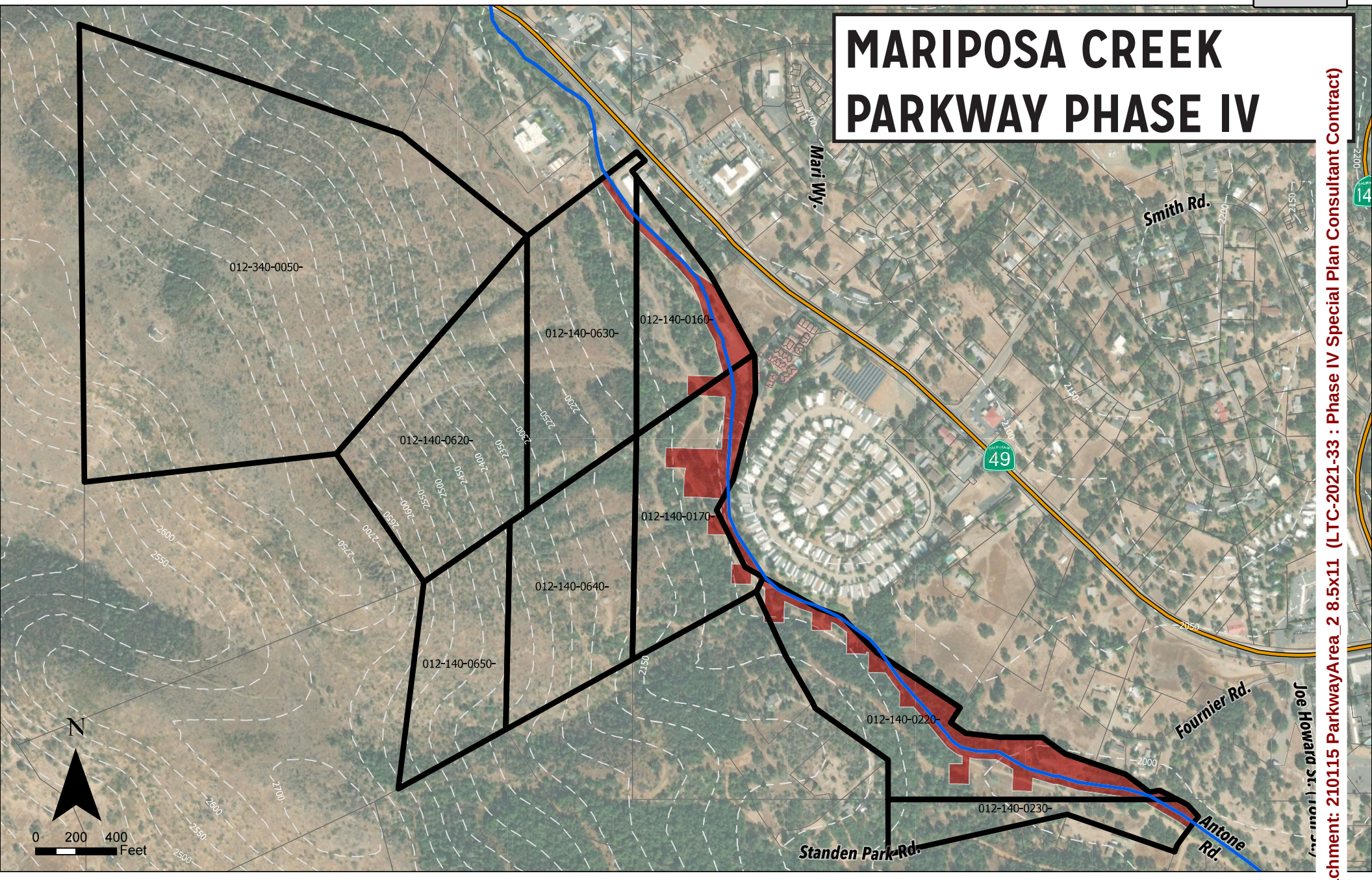
ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives include rejecting the agreement with SERA, and conducting a lengthier consultant selection process. This would significantly delay implementation of this important project, and jeopardize the county's ability to implement the grant on time.
.

FINANCIAL IMPACT:
The required 11.47% match will come in the form of staff time and will not have an adverse financial impact on Mariposa County.

ATTACHMENTS:
210115 ParkwayArea_2 8.5x11 (PDF)
Mariposa Creek Parkway Phase IV Special Plan RFP (PDF)
SERA_opt (PDF)
211210 Professional Services Agreement (PDF)
10-12-21 Revised NTP MCLTC WE 9 MPA Parkway Phase IV (PDF)
BAF - Grant - Phase IV Mariposa Creek Parkway Special Plan - Signed(PDF)
Amended BAF - Grant - Phase IV Mariposa Creek Parkway Special Plan - Signed - Rev 12-21-21 (PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA CREEK PARKWAY PHASE IV



LEGEND

- POTENTIALLY DEVELOPABLE SLOPES
- PHASE IV AREA

Attachment: 210115 ParkwayArea_2 8.5x11 (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Mariposa County Planning Department

REQUEST FOR PROPOSALS
Mariposa Creek Parkway Phase IV Special Plan

October 20, 2021

Mariposa County Planning Department
PO Box 2039
5100 Bullion Street
Mariposa, CA 95338
209-966-5151

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Mariposa County Board of Supervisors // Local Transportation Commission

SUPERVISORS

Rosemarie Smallcombe	Supervisor, District 1
Tom Sweeney	Supervisor, District 2
Marshall Long	Supervisor, District 3
Wayne Forsythe	Supervisor, District 4
Miles Menetrey	Supervisor, District 5

Planning Department Staff

Sarah Williams, Director
Mikey Goralnik, Community Design and Development Planner

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

REQUEST FOR PROPPSALS

Mariposa Creek Parkway Phase IV Special Plan

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Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Mariposa Creek Parkway Phase IV Special Plan

I. Project Overview

A. Description

The Mariposa Creek Parkway Phase IV Special Plan pairs engagement with diverse local stakeholders, including housing and public health agencies, environmental stewardship non-profits, and the wider community, with rigorous site, market, and ecological analyses to articulate a vision for a sustainable neighborhood along the Mariposa Creek Parkway. The planned neighborhood that emerged from this process will address Mariposa County's housing imbalance, gain new access encroachments to SR-49N, and establish an internal network of complete streets that support multi-modal transportation behavior and reduce greenhouse gas emissions. Deliverables include neighborhood site and land use plans, an economic development and investment strategy, and a phasing and action plan to guide implementation. The project is funded by a grant from the Caltrans FY 21-22 Sustainable Communities Grant Program.

The Special Plan will articulate a vision for a compact, mixed use, rural context-sensitive community anchored by a Class I multi-use trail with widespread community support. The project will provide an action-oriented strategy for creating a new neighborhood that co-locates housing (including affordable housing), retail, office, and civic land uses with an extended multi-modal transportation network comprised of the Parkway and a system of complete streets that facilitate bicycle and pedestrian connectivity. The Special Plan will ensure that future transit will be fully integrated into—and contribute to the vitality of--the neighborhood. By coordinating a diverse mix of land use types, including residential, employment, and consumer activities like shopping and recreation, with expanded multi-modal mobility, including the Parkway, complete streets, and added transit services, the Special Plan both increases the accessibility and attractiveness of active modes

The Planning Department is looking for interdisciplinary consultant teams with expertise in neighborhood design, infrastructure engineering, planning for low-impact and climate-resilient communities, and environmental planning and permitting in California, that can collaborate with the project partners to successfully deliver the Phase IV Special Plan. The Planning Department expects a dynamic project occurring in tandem with the hired consultant. Our partnership seeks consultant teams who are eager to collaborate with our community.

Primary project objectives are to:

- Understand the site's physical and regulatory context and limiting factors;
- Articulate a community-supported vision for site redevelopment that acknowledges these limiting factors;
- Recommend a preferred alternative site development scheme;
- Produce a pragmatic and feasible strategy, including an implementation plan with necessary infrastructure and environmental permitting and compliance considerations, for achieving the preferred development scheme;
- Support the production and adoption of a Special Plan for the project area.

B. Background

Both Mariposa County overall and Census Tract 1.01 (where this project is located) face a range of social and physical disadvantages. First, residents in the project area are particularly disadvantaged by a lack of safe active transportation options. The dispersed low-density land use patterns that define rural areas

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

like Mariposa County present a particular challenge for those who do not own vehicles, and the disadvantaged residents that this project serves suffer from limited access to vehicular mobility. According to the American Community Survey, 5.2% of the Census Tract 1.01 does not have access to a car.

These mobility issues compound existing public health disparities, including cardiovascular and pulmonary conditions that are frequently the result of sedentary and otherwise unhealthy lifestyles. Cancer, obesity, and heart disease are known contributors to the increased burden of chronic disease. According to data produced and shared by the Mariposa County Health and Human Services Department, just over half (57%) of SNAP-Ed eligible adults are overweight or obese. The California Healthy Places Index indicates that Census Tract 1.01 acutely suffers from the public health disparities that affect the entire county.

Relatedly, Mariposa County suffers from significant issues related to housing supply and quality at nearly every price point. The Regional Housing Needs Assessment shows a need for 2,079 new units. This includes 530 units at or below 50% of AMI (very low-income) of which half or 265 should be affordable at 30% of AMI (extremely low-income). The estimated need in the next category, 50% to 80% of median (low) is 310 units and for units at 80% to 120% of median income (moderate) is an estimated 365.

Finally, and undergirding all of these systemic community issues, Mariposa County is vulnerable to and severely affected by the impacts of a changing climate. As catastrophic wildfires become increasingly common in the region, these large-scale disaster events rightly grab headlines, and recent county wildfire history has been particularly grim. Every community in Mariposa County has been threatened by major wildland fires within the past twenty years. The Mariposa County Community Wildland Fire Protection Plan (2012) estimates that approximately 70% of the communities within the county are exposed to "high" or "very high" risk from wildfires. This is due largely to a countywide accumulation of hazardous fuels, averaging 75-100 tons per acre in some areas. However, the county and project area also suffer from other significant climate impacts, including both flooding and drought, extreme heat, and destabilized ecosystems that threaten both human and non-human residents.

The Mariposa Creek Parkway has been affirmed as a community priority with the potential to address these mobility, public health, economic development, and housing issues through numerous key planning efforts (described in the subsequent section). Mariposa County has moved quickly to capitalize the success of these planning milestones for grant funds to achieve on-the-ground results elsewhere in the creek corridor. This includes grants from California Natural Resources Agency (to acquire the Phase III segment) and the Housing and Community Development Department (for infrastructure enhancements to support nearby affordable housing). Mariposa County is currently using grant funds from the Wildlife Conservation Board to restore the Phase II and Phase III segments of Mariposa Creek ($415K), and is awaiting release of funds from Caltrans' Active Transportation Program to build the Phase III parkway segment($4.4M).

In September 2020, Mariposa County also made a major investment in the project (nearly $800K in soft and hard costs), purchasing 187.4 acres of land constituting the Phase IV segment of the Parkway, where the Special Plan would be operable. In addition to approximately one mile of Mariposa Creek, this acquisition includes substantial developable areas in the Town of Mariposa to support the project's vision of a compact, comprehensive, sustainable neighborhood anchored by a critical active transportation resource. The acquired parcels include frontage with SR-49N, and when developed, will rely on access from this Caltrans-owned right of way.

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

II. Related Projects and Information

The Mariposa Creek Parkway and this project area in particular have been identified as catalytic for the continued livability and vibrancy of the town and county of Mariposa. The following planning projects provide significant context and thought leadership for the Phase IV Special Plan.

Mariposa Creek Parkway Master Plan
The Mariposa Creek Parkway Master Plan project used extensive stakeholder engagement and community outreach to establish a coordinated and collaborative plan for nearly 4 miles of dedicated bicycle and pedestrian facilities throughout the Mariposa Creek Corridor. Central to the Master Plan is for the Parkway to serve "as a new center of gravity" in the Town of Mariposa. "Affordable housing developments will see the Parkway as a valuable asset, providing a direct linkage into town and its commercial and civic destinations. New residents will benefit from the proximity of the trail, and this renewed sense of value for the Creek will generate greater return on investment." Leveraging its active transportation and mobility benefits as community building foundations, the completed Parkway will emphasize "increasing safety and vibrancy, along with reinforcing the connection to the region's valuable landscape and sense of place." This includes supporting greenhouse gas reduction objectives by both promoting biking and walking, and facilitating multi-modal connections between bicycle and pedestrian uses and existing and planned transit modes in the Town of Mariposa.

Recreation and Resiliency Plan
This innovative plan (2021) aligns future county investments in parks, recreation, trails, and open space with the county's climate change adaptation and disaster risk reduction goals. Of note for this site, the process relied heavily on community input to identify strategic priority Recreation and Resiliency projects, one of which is a dual community recreation and resiliency center. The plan evaluates potential sites for this facility, and recommends the Phase IV segment of the Mariposa Creek Parkway for further study.

Creative Placemaking Strategy
In partnership with the Mariposa County Arts Council, the Mariposa County Planning Department received a grant from the National Endowment for the Arts' Our Town program to support the development of a countywide Creative Placemaking Strategy (2021). This project used interactive and collaborative stakeholder engagement to develop a planning document that leverages art and design to promote a rich and compelling rural economy. The Strategy recommends a suite of projects, programs, and policies to:

- Promote a portfolio of authentic, engaging experiences that encourage tourists to stay in—rather than simply pass through—Mariposa en route to Yosemite.
- Increase community attachment and civic engagement by promoting production of placemaking deliverables that are more representative of Mariposa's diverse and rich identity;
- Integrate creative placemaking efforts into existing and future infrastructure and other community assets.

The strategy recommends several priority programs, policies, and discrete projects to pursue to achieve the communities' creative placemaking vision. One of the projects (the Mariposa Creek Parkway) and several of the programs apply either directly or indirectly to the project area. Additionally, the community engagement approach to develop the strategy serves as a model for creative input gathering and collaborative plan making in Mariposa.

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Integrated Mobility and Housing Strategy

This ongoing planning initiative is investigating opportunities to address severe housing shortfalls in Yosemite National Park through coordinated investments in both housing and mobility projects outside of the park and in Mariposa County. This study, which is anticipated to be completed by February 2023, uses analytical techniques to identify sites in the park's gateway communities that would be suitable for meeting Yosemite's housing needs and the county's livability and development objectives, and proposes a mobility vision for connecting future residents of these sites to employment in the park. The final study will propose concept-level designs for selected priority sites. The analysis identified the Mariposa Creek Parkway Phase IV site as a priority opportunity, but has opted not to develop concept-level designs for it.

Housing Program Implementation Strategy

The County recently (2018) completed a Housing Program Implementation Strategy, which expresses a range of priority actions needed to take to address systemic issues associated with housing in Mariposa County. A principal recommendation of the Strategy is that new housing will be located within the Town of Mariposa to meet workforce needs and the needs of special populations, where infrastructure and services are more readily available.

General Information

Additional essential information related to the County's housing goals and vision are included in the draft Housing Element of the Mariposa County General Plan (2019). Transportation for the county is at a turning point, with several foundational planning documents already in place to inform transit-oriented development for the County. Additional key transportation-related documents include the 2012 Mariposa County Bicycle Pedestrian Transportation Plan and 2017 Regional Transportation Plan, which can be accessed at the Public Works Department's website.

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

III. Anticipated Workflow and Deliverables

The project is anticipated to follow the following workflow, with milestones indicated below. Dates are flexible and could be somewhat modified based on selected consultant's recommendations, but the project must be completed by 2/28/2024.

Task 1: Inventory and Analysis (February-June 2022)
Through the inventory and analysis task, the project team will build on the more general findings of the corridor-wide master plan to determine the site's specific conditions and context, with a special emphasis put on the characteristics that shape or limit development opportunities on the site. Due to the site's proximity to Mariposa Creek and the dramatic topography on portions of the project area, this task will be extremely important to understand how the neighborhood can be nestled into the riparian environment without degrading the ecological conditions on-site or downstream. Additionally, this task is important to note the factors which might limit the feasibility of future infrastructure enhancements, which will be essential to determining the scale of the fully developed neighborhood.

With support from appropriate County agencies and partner organizations, the consultant will use appropriate techniques, including geospatial tools, to analyze the legal, physical, and infrastructural parameters of the site, including facets such as:

- Regulatory Context
  - Mariposa County General Plan
  - Mariposa Town Specific Plan
  - Mariposa County Wildfire Protection Plan
  - Applicable state regulations and environmental compliance obligations, including CEQA
- Physical Context
  - topography
  - hydrology
  - soils
  - existing vegetation
- Infrastructure Context
  - road access/proximity
  - utility access and capacity

Additionally, the partners and consultant will investigate the market conditions to begin understanding the types of quantities of development products, such as affordable housing, retail, and office uses, that could be supported by the current and anticipated market climate. The main deliverable for this task will be the Existing Conditions and Context report, which will summarize the analytical findings and describe the limiting factors that serve as parameters for later phases in the planning process.

Task 2: Setting Goals and Expressing Priorities (April-September 2022)
Through this task, the project's community engagement program will be expanded to solicit input from the community on the project's core components, characteristics, and priority outcomes. After the task's initial steering committee meeting to inform the work in the rest of the task, the consultant, with support from appropriate County agencies and partners organizations, will conduct appropriate stakeholder engagement activities to understand preferences for the character, identity, and placemaking aspects of development at the Phase IV Mariposa Creek Parkway site.

Engagement activities will be developed by the consultant with input and direction from the steering

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

committee, and are anticipated to include a combination of conventional, low-tech exercises and innovative, place-based, and art-driven community planning and design events similar to Creek Week, the central stakeholder engagement milestone of the Mariposa Creek Parkway Master Plan process, and the development of the Creative Placemaking Strategy, which leveraged public art and design to collect insightful input to drive the plan. It is anticipated that at least one event will take place during the county's celebration of National Trails Day in early June 2022. However, the LTC, Mariposa County, and our partner organizations are prepared to pivot to (and well-versed in) engagement techniques that are effective and safe in the context of the COVID-19 pandemic, should those considerations remain significant factors during the project period.

This initial engagement milestone will be geared towards the community's preferences for community character and identity, specifically in terms of aesthetics (materiality, form, and scale) and land use options (such as retail, office, affordable housing, and other uses). Key takeaways will be summarized for easy reference at later stages in the planning process. Additionally, engagement prompts will also be tailored to stimulate responses to help formulate the project's Resilience, Environmental Justice, and Equity strategy. This strategy, which will also be guided by input from the project steering committee, will specify opportunities for the project to contribute to these social outcomes, such as:

- Reducing the risk of catastrophic wildfire through neighborhood planning and design, both on the Phase IV community site and elsewhere in the town of Mariposa
- Leveraging green infrastructure to limit the risk of flooding on downstream neighborhoods
- Promoting affordable housing, especially for people who are currently experiencing homelessness in Mariposa County
- Provide resources, such as office space, to support social service organizations in Mariposa County

The project team will then internally work to specify how both the community's preferences for character, identity, and other placemaking considerations and resilience, environmental justice, and equity align with and can be supported by related planning and visioning initiatives. Once these strategies are complete, the project team will synthesize these findings into materials that can be used to engage the community on the project's goals. These materials will serve as the foundation for additional stakeholder outreach to determine the project's final goals, and establish benchmarks for evaluating conceptual site plan alternatives and determining the extent to which they meet the community's goals.

Task 3: Conceptual Site Planning and Impact Analysis (December 2022-June 2023)
Having established the project's goals and performance benchmarks, the project team will then develop conceptual site plan alternatives capable of meeting the project's goals. After this task's initial meeting with the project's steering committee, the consultant team will generate 2-4 preliminary site plan alternatives which represent discrete approaches to allocating the community-supported land uses in the Phase IV area in ways that satisfy the resiliency, environmental justice, equity, and community character priorities identified in the previous steps. Alternatives will be supported by illustrative, analytical, and narrative materials that help describe each alternative's strengths and weaknesses, distinguish them from one another, and equip the community to evaluate them at the next step in this task.

Once the preliminary site plan alternatives are complete, the LTC, Mariposa County, partner organizations and the consultant will engage the community to identify a preferred site plan concept. Engagement techniques will emphasize innovation and inclusivity, but can be easily adapted to pandemic-appropriate methods if necessary. This community-wide input will be invaluable for honing in on a specific site plan, determining the development profile, and allocating the land uses needed to realize the site's potential—the next step in this task. The preferred site plan concept will be supported by detailed illustrative, analytical,

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

and descriptive materials that can be integrated into the final Special Plan deliverable. In addition to these supporting materials, the consultant team will work internally to produce an infrastructure investment strategy specific to the selected site, which summarizes all of the infrastructure investments needed to support the completed development.

Task 4: Plan Implementation Program (December 2022-June 2023)
The plan implementation program will identify the specific technical actions necessary to achieve the planned community described in the previous task. The deliverables from this task will constitute a strategic work plan for the LTC, Mariposa County, and partner organizations as they continue collaborating to realize the sustainable community building potential of the Phase IV site.

Guided by discussions from the task kick-off steering committee meeting, the consultant will work with appropriate County agencies and project partners to detail the implementation actions necessary over different time horizons. This step will facilitate production of the phasing and action plan, which will include specific implementation roles for each member of the project partnership. Wherever possible, this plan will also provide resources to support project partners in successfully achieving their tasks, such as relevant and successful case studies and examples from the region, and applicable state and federal guidance. The plan will include a robust engagement of the project's applicable considerations under CEQA, including necessary permits and studies, as appropriate to achieve the project's desired outcome and impact.

Parallel to the production of this deliverable will be the project funding plan, which will equip plan implementers from Mariposa County and partner organizations to work with public, private, and non-profit entities to develop the neighborhood in alignment with the community's vision and in accordance with the Special Plan's requirements. The highlight of this deliverable will be a strategy for financing the principal public investments in the development, including options such as grants, bonds, and the establishment of special districts such as an Enhanced Infrastructure or Tax Credit finance district. The funding plan will include resources to support the project partners in pursuing whichever financing routes are recommended.

Once these implementation plans strategies are complete, the LTC, Mariposa County, partner organizations, and the consultant will host public events, such as open houses or similar, to share the near-complete plan, and to collect final comments and input on the plan prior to document production and adoption.

Task 5: Document Production and Adoption (July 2023-February 2024)
In the final project task, the consultant team will respond to any last comments received at the open house(s), and synthesize all of the materials produced throughout the previous tasks into a cohesive document, the adoption of which the Mariposa County Planning Department can then manage over the remainder of the grant period. This includes a final review with the steering committee and Caltrans staff prior to being submitted to the LTC for public review, discussion, and adoption. Additionally, if deemed necessary or appropriate by the LTC or Mariposa County staff, the document will be publicly reviewed, discussed, and endorsed by the Mariposa County Planning Commission.

After the Special Plan has been fully adopted, Mariposa County and project partners will begin following the Phasing and Action Plan to implement the Special Plan.

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

IV. Required Submittals

The Planning Department is currently seeking proposals from interested consultant teams. Responses should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses from teams that have successfully produced similar or compellingly related planning projects in the past, and also have a track record of having those plans implemented as tangible, built community improvements. The organization of the proposal should following:

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

3. Introduction

Please share your understanding of the role and relationships of the client team, and express your awareness of the project's issues, opportunities, and potential impacts.

4. Qualifications

Please provide 4-6 related (and completed) projects which your team believes qualifies you to develop the Integrated Mobility and Housing Strategy. For each project, please describe:

- The project's initial goals and parameters
- The course of action undertaken to deliver the project, including any stakeholder engagement work
- The project's current state of implementation
- Any innovative project components related to the planning process or project deliverable
- Images to further convey the project, such as process photos, images of the plan deliverable, images of implemented projects, or other images at your discretion.
- Project references and contact information
- Any additional relevant information about the project that you would like to share with the review committee.

5. Proposal Document

Please prepare a proposal document for our partnership to review. While there is no expectation of length or page number, we would this proposal to include:

- an explanation of your proposed course of action for completing this project. Reference the any applicable documents and processes in Part II: Related Projects and Information as needed.
- an itemized description of the proposed project schedule and the end products to be produced. The project schedule that was included in our initial grant proposal is included here as an attachment. This schedule can be used as a reference, but note that it is flexible and open to modifications if you see fit;

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

- a time and services proposal that indicates the anticipated cost of the steps in your proposed course of action. Where possible, please detail specific responsibilities of the lead consultant and other key personnel. The proposed project budget from our initial grant application is included here as an attachment. As above, the proposed budget allocation is flexible. However, the total amount available to the consultant ($460,000) is not. Please consider this amount as the total available project budget;

6. Project Staff:

Please describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

All proposals must be **received** no later than **2:00 pm on November 19, 2021** at the Mariposa County Planning Department. Please provide one (1) digital copy by email to Mikey Goralnik at mgoralnik@mariposacounty.org in advance of the above deadline. Additionally, please send one (1) bound physical copy to:

Mikey Goralnik, Community Design and Development Planner
5100 Bullion Street; PO Box 2039
Mariposa, CA 95338–2039

Please submit physical proposals in a sealed envelope that is marked "Mariposa Creek Parkway Phase IV Special Plan." All submissions received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. Modifications must be received in writing, and in the same type of media and number of copies as the original proposal, prior to the date and time specified for receipt of proposals. Unfortunately, late submissions will not be accepted. All submissions, whether selected or rejected, shall become the property of the Mariposa County. By submitting a proposal, the proposer certifies that his or her name or firm's name, as well as that of proposer subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

V. Review Process

All submittals will be initially screened by an interdepartmental staff panel, after which a limited number of proposals will be reviewed by a technical advisory team consisting of representatives of some, though not necessarily all of the following:

- Mariposa County Planning Department
- Mariposa County Public Works
- Other local stakeholders and/or county staff as needed

The advisory team members will evaluate the selected submissions, and score them based on the following criteria:

- Familiarity with the project area and the type of issues and problems associated with the project;
- Ability to meet the project's goals and objectives;
- Relevance, quality, and impact of qualifying projects
- Specific experience and technical competence of the personnel to be assigned to this contract;
- Preference will be given to interdisciplinary teams with a demonstrated history of effective collaboration.

After qualifications have been evaluated, the highest scoring teams may be asked to interview via videoconference at a later date. Based on proposals and interviews (if needed), a preferred consultant team will be selected, and the panel will make recommendations to Mariposa County Local Transportation Commission. Following Local Transportation Commission approval, negotiations shall be conducted with the most qualified proposer. Mariposa County will negotiate with the next most qualified proposer until a contract can be awarded. Anticipated project schedule is below (subject to change).

November 19, 2021 at 2:00 PM: Closing Date and Time for Receipt of Proposals
Late November 2021: Conduct interviews if needed
Early December 2021: Preferred consultant selected
January 2022: Contract Award
February 28, 2024: Latest possible date of project completion

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

VI. Project Contact

Please direct any questions to Mikey Goralnik, Community Design and Development Planner, Mariposa County Planning Department

Mikey Goralnik, Community Design and Development Planner
5100 Bullion Street; PO Box 2039
Mariposa, CA 95338–2039
209 . 966 . 5151 • FAX 209 .742. 5024
mgoralnik@mariposacounty.org

VII. General Conditions

A. Limitations

This Request for Proposals (RFP) does not commit Mariposa County to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. Mariposa County may:

- Reject any and all proposals or waive any irregularity or information in any proposal or in the RFP procedure;
- Determine the suitability of the materials and/or services to be rendered;
- Withdraw this RFP at any time without prior notice; and
- Modify the RFP schedule described above.

B. Award

Mariposa County may ask RFP finalists to make oral presentations. Finalists may be required to participate in negotiations and submit technical, or other revisions of their proposals resulting from negotiations. Mariposa County also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Selection will be based solely upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by Mariposa County and will be considered part of the RFP. Upon issuance, such addenda will be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of Mariposa County shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-contractual Expense

Mariposa County shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor.

F. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant(s)

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and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period.

G. Term

The term of the contract will be from the date of execution of the contract to project completion. **The project shall be completed prior to February 28, 2024.**

H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by Mariposa County to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of Professional Errors and Omissions Insurance and general commercial liability insurance in amounts not less than $1,000,000 per occurrence. Insurance shall name Mariposa County as an additional insured.

J. Contract Arrangements

The proposer is expected to execute a contract similar to Mariposa County's Professional Services Agreement, which meets the requirements of MAP-21.

1) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. Mariposa County will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin;

2) DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:

   - the names and addresses of DBE firms that will participate;
   - the description of the work each named firm will perform; and
   - the dollar amount of participation by each DBE firm

3) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Each proposal, to be considered responsive, must include

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

a copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees);

4) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21; and

5) Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to Mariposa County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

Attachment: Mariposa Creek Parkway Phase IV Special Plan RFP (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

SERA

Proposal for

MARIPOSA CREEK PARKWAY PHASE IV SPECIAL AREA PLAN

Submitted by

SERA Design & Architecture, Inc.

NOVEMBER 19, 2021

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

This proposal is printed on FSC certified 100% post-consumer content recycled paper, manufactured in the USA using wind power, and is bound by 100% recyclable uncoated metal wire.

Mikey Goralnik, Community Design and Development Planner
Mariposa County, California
5100 Bullion Street, PO Box 2039
Mariposa, CA 95338-2039

SERA
ARCHITECTURE
URBAN DESIGN + PLANNING
INTERIOR DESIGN

Dear Mr. Goralnik and Members of the Selection Committee:

On behalf of the employee owners of SERA Design and Architecture as well as our esteemed partners, I am pleased to submit this proposal for the *Mariposa Creek Parkway Phase IV Special Plan* and to convey our sincere interest in working with you on this effort.

The project on which you are embarking is critical, and presents the County with a once-in-a-generation opportunity. Viewed holistically, these 187 acres will allow Mariposans to leverage the community's incredible natural setting and context as Yosemite's gateway in order to provide needed housing, create jobs, build multi-modal connections, and enhance community open space and amenities. Developing the Special Plan for this unique area will require the knowledge, attention, and input of a range of decision-makers, stakeholders, and community members - all of which will need to be coordinated, focused, and translated into powerful and implementable design solutions. Given our command of sustainable master planning, our bold economic visioning, and our skill at grounding creativity in the realm of the possible, we firmly believe that our team is the right fit for this undertaking.

We have assembled a team with the right skills, creativity, experience, and rural master planning knowledge to ensure your project's success. As the consultant team prime, **SERA** will provide steadfast project management in addition to sustainable design, resiliency planning, landscape architecture, and community engagement. We will work closely with **EPS**, whose skills and real estate and market analysis, project financing, and implementation planning are unparalleled on the West Coast. We will be further supported by **Live Oak**, whose local knowledge of the site's ecology will be invaluable, and by **Biohabitats**, whose integrated ecological and hydrological expertise will be key to developing green infrastructure strategies. (Biohabitats will also assist with community engagement, bringing a particular skillset related to environmental justice, resiliency, and equity). **Provost & Pritchard** will round out the team by providing civil engineering, infrastructure planning, and CEQA strategy.

Our favorite projects are those that integrate meaningful public engagement, economic development, and aspirational design solutions that enhance both the natural and built environments - and doing so while maintaining strong community identity and character. We are drawn to the unique challenges and opportunities the Phase IV area represents and we recognize the importance the project has to both local stakeholders and the broader community. We thrive on dynamic, values-driven projects, and we are excited to bring our experience to Mariposa.

Sincerely,

Matthew C. Arnold, AICP
Principal, Director of Urban Design + Planning
503.347.1887, matthewa@seradesign.com

CONFLICT OF INTEREST STATEMENT
There are no individuals associated with SERA, Biohabitats, Economic & Planning Systems, Provost & Pritchard, or Live Oak Associates that have a current or potential conflict of interest related to this project.

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SERA has been preparing "midding middle" housing design concepts and implementing code for cities around Oregon.

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INTRODUCTION

PROJECT UNDERSTANDING

SERA is currently working on community master plan concepts for the Hilltop District in Richmond, Calif.

The County's acquisition of the Phase IV site opens a tremendous opportunity, one that will afford clear benefits but which also has much yet to be defined. It is a place that will support the Creek Parkway project and is intended to hold a significant amount of much-needed housing, commercial spaces, and civic amenities - all of which can be supported by innovative infrastructure systems. At the same time, it is a site whose ecology needs long-term protection and whose natural resources lend themselves to the making of new recreation spaces.

At buildout, the Creek Parkway will be a new heart of community activity and a regional asset that highlights and provides access to Mariposa's enviable setting in the Sierra foothills. The challenges of integrating this site into Mariposa's fabric are many, but the opportunities are equally exciting. We believe the right approach will be grounded in a methodical, inclusive process that blends the technical and design insights of local staff and our consultant team with the dedication and lived experience of area residents, property owners, and workers. Together we will assemble a plan that puts forth an inspiring vision and clear action steps, while maintaining the flexibility to adapt to changing circumstances.

Our proposal is to execute this work through five deeply interwoven stages:

Understand the site, including the broader context, economics, and regulations that are at play and how they influence the Phase IV area both as 187 total acres and as a collection of varied sub-areas with unique opportunities.

Collaborate towards the vision by creating methods for the community to understand the site along with us and lend their voice to influencing not only what the neighborhood experience here can and will be but how it can best serve a broad range of people.

Define the concept for how uses such as housing, businesses, civic spaces, and ecologically-restored lands comprise a complete community and how everything from low-stress streets to on-site stormwater facilities will support a sustainable neighborhood.

Prepare to implement the concept by producing strategies for investment, site remediation, regulatory approvals, phasing, and numerous other factors that are both discrete steps that must be taken and holistic in understanding how complex neighborhood systems must be implemented together.

Identify partners for success from County staff, transit agencies, developers, community members,

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and other partners, all of whom will play key roles in implementing this Special Plan; provide these partners with the context, guidance, and action framework necessary for transforming the site.

All of this work will channel through an investigation of physical and market conditions that will influence our efforts to make real the community's vision. Our concepts will describe realistic and tangible land uses, urban design, mobility options, and environmental enhancements. We have assembled this particular team not only because of the incredible creativity each member brings, but because of our collective strengths in planning for implementation. This is a rare and generational chance to transform a complex site into a neighborhood that will be resilient, accessible, evolutionary, and that will serve the needs of Mariposans and visitors to live, work, and recreate.

We firmly believe that the true excitement of this project lies in the energies, ideas, and commitments these partners will bring to shaping the future of this important site. We understand that Mariposa County and State of California agency staff, along with various partners, comprise the client team and will help guide the project and instruct on key decisions throughout the process. The Mariposa County Planning Department will serve as the client project manager, and along with lead members of the consultant team, will constitute the Project Management Team (PMT). In our approach we also propose a PMT+Expanded group, which may include other County staff from Public Works and Administrations to advise at key project junctures.

An additional stakeholder group, the Steering Committee, will ensure that the process meets the highest standards and that decisions reflect both community needs and aspirations as well as the years of significant thinking about this site and its relationship to the town and County of Mariposa. (A cross section of Steering Committee members may include additional County and Caltrans staff, arts councils, social service providers, conservation groups, business organizations, tourism agencies, housing advocates and non-profits, development advisors, and recreation groups.) Members of the Mariposa County Board of Supervisors / Local Transportation Commission and the Social Services Transportation Advisory Committee (SSTAC) may also review the Project's process, while the Mariposa County Planning Commission may consider formal adoption of the Plan, following review and hearings, upon completion.

This important and compelling site offers moments to blend urban placemaking with rural preservation, and to balance visionary creativity with technically sound planning that will strengthen the final concepts from multiple directions. We are excited to pursue this work and hope you see promise in the team and approach we have outlined in the following sections of our RFP response.

SERA worked with the Tulalip Tribes of northwest Washington state to master plan the Lower Quilceda community with a tribal headquarters, social services, small businesses, and a wide range of housing options to serve a diverse, multi-generation village.

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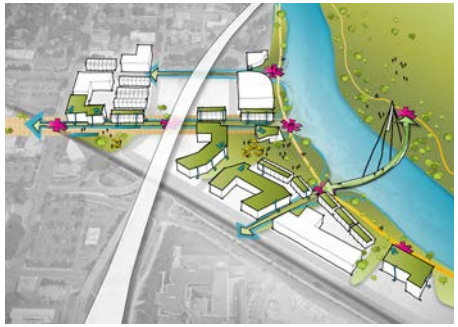
QUALIFICATIONS

RIVERFRONT DISTRICT MASTER PLAN

EUGENE, OREGON



Client: Atkins & Dame
Duration: 2017 - current
Reference: Denny Braud, Executive Director, City of Eugene Planning & Development
Phone: 541-682-8817
Email: denny.braud@ci.Eugene.or.us

Relevance to Mariposa Creek Parkway Phase IV:

- Site development concept near downtown and with water access
- Site infrastructure planned and largely built
- Vertical and infrastructure project financing
- Affordable housing currently in design

SERA created a master plan for the redevelopment of the EWEB riverfront property in the City of Eugene. This work aims to **connect the Downtown to the Willamette River** and builds on several years of planning to make the community's long-held vision a reality. The plan proposes an extension of 5th Avenue as a "festival street" leading to a public riverfront plaza that will be surrounded by a restaurant, a hotel, for-sale townhomes, and market-rate and affordable apartments with ground-floor retail. This public/private partnership effort will seamlessly integrate with the City's planned riverfront park project, aiming to create a **cultural landscape** along the bank of the river. The long-term plan also includes a pedestrian bridge over the river that connects the new urban neighborhood, and downtown, to Alton Baker Park. The vision that SERA and the team created is focused on a new framework for vibrant urban spaces that is based on people - and not on cars.

The **horizontal infrastructure** construction for the first phase of the project (about 2/3 of the area) is nearing completion, including 5th Avenue's extension, and the first phase of **vertical construction** (designed by SERA with a total of 381 units across 384,000 SF) is anticipated to break ground in the summer of 2022. The Riverfront Park project is also complete, having opened in early summer 2021.

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

QUIGLEY FARM MASTER PLAN

HAILEY, IDAHO

Client: Quigley Foundation and Hennessy Company
Duration: 2015 - 2018
Reference: David Hennessy
Phone: 208-527-2261
Email: dhennessy@hennessyco.com

Relevance to Mariposa Creek Parkway Phase IV:

- Collaboration between SERA and Biohabitats
- Regenerative neighborhood design and ecological restoration
- Robust community engagement process to create a shared vision

SERA engaged in master planning a **restorative new mixed-use community** in Blaine County, Idaho rooted in the principles of regenerative design. Quigley Farm is a proposed development on 1,500 acres adjacent to the city of Hailey, at the mouth of scenic Quigley Canyon, surrounded by natural areas cherished by locals. Sustainable development and a strong connection to the land are intrinsic to Quigley Farms. Every **design decision was rooted in the ecology, culture and historical depth of this location** to deliver a unique place-based solution. Envisioned as a self-sustaining community featuring a small commercial core, Quigley Farm features a diverse housing model centered around organic food production and an agricultural center.

Partnering with Biohabitats and the Regenesis Group, SERA led the organization and facilitation of a **community-based design process** that evolved into the project's' "Story of Place" which defined the unique traits that shaped the community. The future Farm community goals were to sit lightly on the land, restore soils damaged by past agricultural overproduction and enhance the natural function of the site. Quigley Farm protects native vegetation and open spaces while reconnecting migration corridors and enhance habitat for wildlife.

To create a vision born out of the community, the planning effort included a robust community engagement process. This included a series of civic ecology workshops with stakeholders mapping out the resource flows for **sustainable food systems, water and wastewater systems, energy production, local economic development, cultural initiatives and ecological restoration concepts**. This also included a series of subsequent stakeholder planning and visioning sessions to conceptualize the experience of the mixed core of the future Quigley community.

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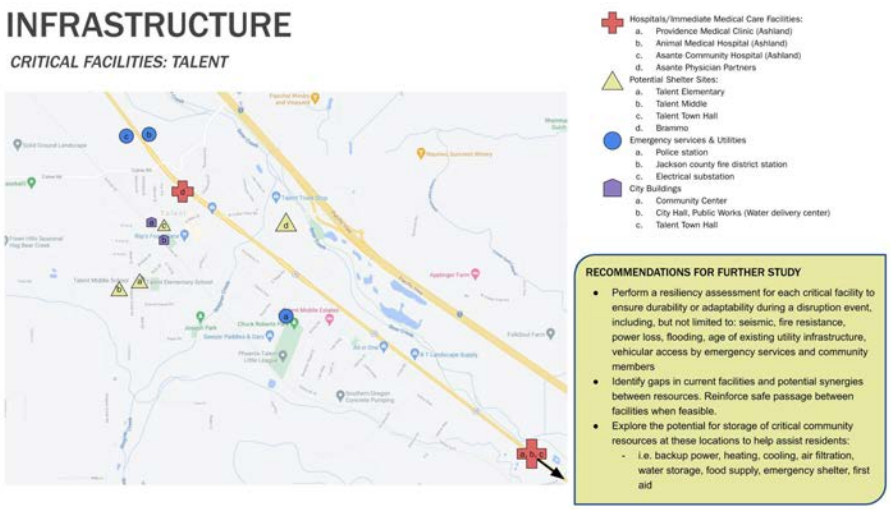
TALENT ALMEDA FIRE OPPORTUNITY FRAMEWORK

TALENT, OREGON



Client: City of Talent, Oregon
Duration: May - October 2021
Reference: Hector Flores, City of Talent
Email: hflores@cityoftalent.org

Relevance to Mariposa Creek Parkway Phase IV:

- Resiliency-focused planning to restore a fire-ravaged community
- Develops new models for workforce and affordable housing
- Enlists long-term government and community partners towards action

Since October 2020. SERA has been partnering with the Oregon American Planning Association (OAPA), advisors from FEMA, and the University of Oregon's Sustainable City Year Program to offer pro bono **planning assistance to wildfire impacted communities**. In 2021, this culminated in a recovery resource for the City of Talent in Southern Oregon: the Talent Almeda Fire Opportunity Framework.

During the 2020 wildfire season, the City of Talent was inundated by the Almeda fire, one of the most destructive fires in Oregon's history. There was significant loss of both residential and commercial properties -- 37% of properties in Talent were impacted by the fire. Among the properties lost were multiple mobile home parks, some of Talent's most affordable housing. This loss greatly impacted some of the City's most vulnerable populations.

From May 2021 to October 2021, SERA led a team of OAPA volunteers to create the Talent Almeda Fire Opportunity Framework. The final document consolidates information from a variety of sources into a one-stop resource for City staff and future consultant teams. The resource acts as a **guidebook for building resilient communities**, providing an overview of pre- and post-fire conditions in Talent that includes a special focus on affordable housing typologies, wildfire recovery best practices, and equitable engagement strategies. To inform the discussion around **equitable engagement**, SERA was joined by students in the University of Oregon's Sustainable City Year Program. The students conducted interviews of local community and nonprofit leaders to document community needs and inform future engagement activities.

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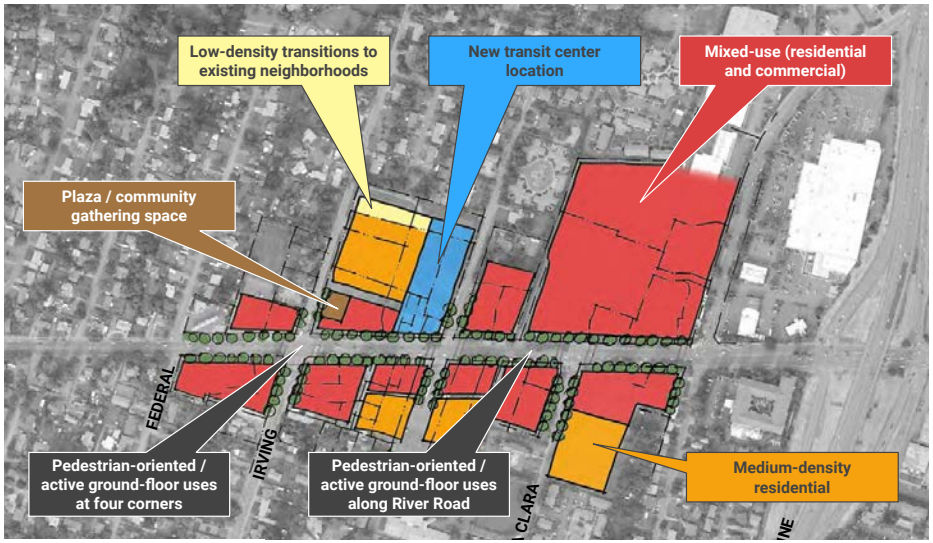
RIVER ROAD TRANSIT COMMUNITY IMPLEMENTATION PLAN

EUGENE, OREGON



Client: City of Eugene, OR
Duration: October 2018 - September 2020
Reference: Terri Harding, Principal Planner
Phone: 541-682-5635
Email: THarding@eugene-or.gov

Relevance to Mariposa Creek Parkway Phase IV:

- Neighborhood node planning for mixed-uses and active mobility
- Deep community engagement co-led by a Citizens Committee
- Implementation feasibility studies and infrastructure financing

SERA led this multi-disciplinary effort for the City of Eugene to develop the River Road Transit Community Implementation Plan – a key step in realizing the community's goals for the Santa Clara/River Road Planning Area. SERA conducted a cross-linked design and evaluation process to determine how transit, development, accessibility, and placemaking combine to influence livability, ridership, and economics in this corridor. The planning process focuses on three key components: **designing successful, sustainable, transit-oriented communities**; public engagement that is open, collaborative, and meaningful; and preparing plans, policies, and action items that are ultimately implementable. The SERA team has developed a zoning framework and hybrid form-based development standards written specifically to address missing middle housing typologies and residential infill. These land use concept and supporting code has been adopted and is now influencing the City of Eugene's considerations for neighborhood node housing and "missing middle" housing citywide.

This project included a complete demographic and market conditions analysis to **identify needed housing options and support for commercial uses** to form the core of each neighborhood node. Project implementation plans also included infrastructure financing recommendations, development incentive options, and strategies for the City to leverage public and private money towards affordable housing on a variety of city-acquired property.

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SAGGIO HILLS AFFORDABLE HOUSING

HEALDSBURG, CALIFORNIA

The design of an affordable, sustainable housing community is informed and enriched by the site's ecological context.

Client: City of Healdsburg, CA
Reference: Steven Sotomayor, Housing Administrator, City of Healdsburg
Phone: 707-431-3396
Email: ssotomayor@ci.healdsburg.ca.us

Relevance to Mariposa Creek Parkway Phase IV:

- Ecological assessment of sensitive lands and creek
- Community charrette to link green infrastructure to development
- Creation of an environmental experience living community

An affordable housing project of the City of Healdsburg, CA, Saggio Hills is situated in the headwaters of Foss Creek, an ephemeral stream that flows into the Russian River. It is also surrounded by properties that are either dedicated to conservation or have a low density.

As the ecological consultant on the Freebird Development Company team, **Biohabitats performed an ecological analysis** of the site through remote sensing, interpretation, and a site visit. Biohabitats examined site hydrology, soils, vegetation, and wildlife. A report summarizing the analysis helped the design team understand site conditions and identify opportunities to **maximize its sustainability and ecological performance**. These opportunities included restoration of Foss Creek, which was experiencing erosion during rain events. The report, which also addressed fire risk and the protection of hydrological processes in its recommendations, established the basis for the development of a sustainability vision and initial design phases.

Biohabitats then participated in a community charrette to convey the stewardship response of the design to the site's ecological conditions, opportunities, and context. Biohabitats also participated in design sessions to help integrate ecological design elements. Informed by equity and ecology, the Saggio Hills community will provide residents with an **experience of place, stewardship, and ecological literacy**.

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RAILYARDS SPECIFIC PLAN PUBLIC FACILITIES FINANCING PLAN

SACRAMENTO, CALIFORNIA

This Public Facilities Finance Plan provides the background for establishing updated public policies that will govern the financing of Backbone Infrastructure, Public Facilities, and other Obligations necessary to serve the Project.

Client: City of Sacramento, CA
Reference: Leslie Fritzsche, Economic Development Dept.
Phone: 916-808-5450
Email: lfritzsche@cityofsacramento.org

Relevance to Mariposa Creek Parkway Phase IV:

- Backbone infrastructure and public facilities financing plan
- Linked phasing and fiscal projects from impact fees and other sources
- Impact analysis to forecast jobs and economic activity

Recognized as the nation's largest urban infill site, the Sacramento Railyards Specific Plan is located in the City of Sacramento on 244 acres of land immediately north of downtown Sacramento. The Project provides for high-density mixed-use development, anchored by a medical campus and potential Major League Soccer stadium. Decades of use as a railroad hub left the site with **significant infrastructure upgrades** needed to accommodate desired new development. Operating in a market-constrained environment, satisfying backbone infrastructure and public facilities advance-funding requirements presents a significant challenge.

The City of Sacramento retained **EPS to prepare a Public Facilities Finance Plan in support of the Specific Plan** that identified proposed funding sources for all backbone infrastructure and public facilities needed to serve the proposed land uses. Because substantial infrastructure and public facility costs would need to be incurred before commencing any development on the site, the Public Facilities Finance Plan gave special consideration to the phasing of these requirements relative to private development's capacity to accommodate those costs via development impact fees and other mechanisms.

EPS's work also included assisting the City of Sacramento in preparing a fiscal impact analysis to evaluate the Project's impact on the City's operating budget, an **economic impact analysis to understand the impacts of the Project on the regional economy with respect to jobs and economic activity**, and economic analyses to establish several interrelated funding and financing mechanisms designed to overcome initial infrastructure funding burdens and equitably distribute costs associated with backbone infrastructure and public facilities requirements amongst the private development components.

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PROJECT PROPOSAL

PROJECT APPROACH

SERA successfully managed a complex client relationship between property owners, major institutions, and the city government while preparing concepts for a transit-oriented site west of Portland, Oregon.

SERA uses our "Civic Ecology" framework and engagement method to empower people to identify assets and opportunities in their communities (Atlanta, GA).

TASK 1: PROJECT MANAGEMENT (MONTHS 1-25)

The foundation of any good project and team is strong communication. SERA will begin the project with an orientation and active listening meeting with key County personnel during which the team will ascertain first-hand the expressed interests, vision, and objectives for the project. Project Management Team (PMT) meetings, comprising core County and Consultant staff, will be held at regular intervals throughout the project. This format of direct communication will ensure the project moves forward with timely feedback and reviews.

Task 1.01: Ongoing Project Management: Tasks throughout the project include regular Project Management Team meetings, notes, and action items; schedule and deliverables oversight; and monthly invoicing.

Meetings:

- Project Management Team bi-weekly meetings (up to 48 meetings)

Deliverables:

- Consultant to prepare meeting agendas and summary notes to distribute to PMT
- County staff to prepare, and Consultant to advise on, Steering Committee composition, charter, and project role.

TASK 2: COMMUNITY ENGAGEMENT PLAN (MONTHS 2-3)

We love working in complex site and regulatory conditions that require nuanced and forthright problem solving. These issues cannot be tackled without a deep understanding of the community's appreciation for the site and vision for shaping it as an asset and amenity over many decades. Community engagement throughout the project will inform what we think is possible and desirable on the Phase IV site, who it will serve, and how people from Mariposa and the region can actualize the long-term vision.

Task 2.01: Prepare Community Engagement Plan: SERA and Biohabitats will work with County staff and Steering Committee members to prepare the Engagement Plan to be utilized throughout the project duration. This Plan will identify community and stakeholder partners; define outreach methods; anticipate key questions and concepts needing review; and establish responsibilities for various project team members. This step will also set up the actions the Consultant and County will

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take in upcoming tasks to specifically conduct outreach on and set goals for environmental justice, resiliency, and equity to be supported through Phase IV planning.

Meetings:

- Community Engagement Planning Meeting
- Steering Committee Review Meeting on Draft Community Engagement Plan

Deliverables:

- Draft Community Engagement Plan
- Final Community Engagement Plan

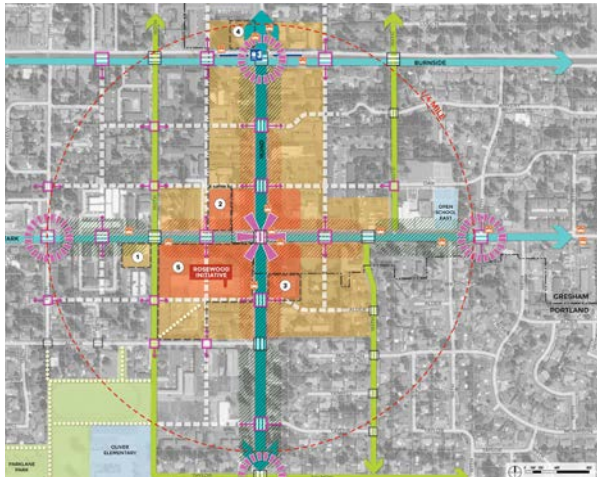
TASK 3: INVENTORY AND ANALYSIS (MONTHS 2-6)

Site-based design is a hallmark of SERA's process: every place has a story to tell and the design must evolve from the site, showcasing its distinctive character and heritage. Our team will therefore endeavor to understand not only the site, but also the rural context in which it resides and its proximity to Downtown Mariposa. Measurable data will be used to form a foundation for graphical overlays, where the design team will present observational inventory and analysis. Early technical and community engagement will bolster our understanding not only of site physical conditions but also how the area can complement the ways in which people enjoy the overall Mariposa region.

Task 3.01: Site Visit + Inventory: Data gathering will commence with a site visit and observational inventory, noting any perceived concerns and highlighting key assets. Supplemental research will include gathering base mapping data as well as additional historical and cultural information that will enrich the design narrative.

Live Oak Associates will conduct a reconnaissance-level field survey within and adjacent to the project area. This work will be conducted at a level of effort sufficient to verify background information gathered prior to the survey and to identify 1) the existing ecological conditions of the project area, including land uses and biotic habitats, constituent plants and animals, potential jurisdictional waters, and habitat suitable for special status species; 2) the biological regulatory constraints associated with project development; and 3) possible restoration opportunities to enhance the riparian corridor.

The engineers at Provost & Pritchard will note elements of storm drainage, flood control, existing water, wastewater and dry utilities, slope failures, pavement conditions, and circulation.



Urban design framework for the Rosewood Conceptual Neighborhood Master Plan showing local assets and opportunities for supportive development sites.

Provost & Pritchard's experience designing streets and intersections (such as in Mendota, Calif.) will help our team design internal circulation on Phase IV and connections to Hwy 49 and other access points.

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SERA worked with the City of Independence, Oregon, to prepare a development master plan for the reuse of a riverside brownfield as a new neighborhood providing housing, hospitality services, and a restored waterfront park. As of Fall 2021, the majority of this site has been developed in accordance with the master plan.

Task 3.02: Regulatory, Physical, and Infrastructure Context: In this task we will document existing conditions and identify opportunities and constraints towards fulfilling a wide variety of potential uses and site designs. We will prepare this deliverable to organize land use, environmental, and development regulations; comprehend the full 187 acres for terrain, ecology, access, views, natural hazards, and other physical factors; and observe possible tie-ins to existing infrastructure as well as new systems (especially green infrastructure) that will be necessary for Phase IV site development.

Provost & Pritchard has a long history of working with Mariposa Public Utility District (MPUD) staff for mapping and improvements to their water and wastewater systems serving the town of Mariposa. They will draw off this knowledge and understanding of the existing infrastructure and relationships with staff to compile information on planned improvements, known deficiencies and mapping of the utility systems within the project area. The team will determine agencies with jurisdictional authority over the plan area to compile a list of stakeholders, partners, and future regulatory permits.

Task 3.03: Market Conditions Study: EPS will review existing socioeconomic trends and projections and other relevant studies documenting existing demographic, employment, and economic conditions to gain an understanding of local dynamics that will influence demand for development in the project area. EPS will evaluate real estate market dynamics of the local economy through data collection of market performance metrics (inventory, absorption, lease rates, vacancy rates, etc.) for identified land uses. The local economic framework will be compared with data from the larger regional context to illuminate potential opportunities and challenges.

EPS will ensure a thorough understanding of existing market conditions using a variety of resources including field research, proprietary data, published data, and interviews with key actors in the marketplace. EPS will synthesize information gathered to formulate findings regarding potential development prospects in the local market. EPS anticipates identifying specific land use markets such as market-rate and affordable housing, retail, and office. Alternative land uses may be chosen although this scope of work envisions an evaluation of no more than three land uses.

Task 3.04: Existing Conditions and Opportunities + Constraints: Processing the observed information and amalgamating it with other data points (such as terrain, access, potential program, and ecological factors) will allow the SERA team to identify the strengths and limitations of the site for development and support for continued investment in regional amenities including the Creek Parkway that is intended to run through the area. This analysis will serve as the foundation for the conceptual studies to follow and will be referenced throughout the design process.

Support from Live Oak Associates will report on the project site's ecological conditions, associated constraints, and opportunities for innovative and impactful restoration improvements. Provost & Pritchard will provide further documentation of site terrain, natural drainage courses, and wetlands

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in addition to assessing potential connection points to the local and State street network and routing potential for a variety of active, transit, and vehicular modes. Biohabitats will contribute their restorative ecosystem thinking to assessing how the design team can be intentional in linking development concepts with best practices for ecological performance.

Task 3.05: Draft Existing Conditions and Context Report: The SERA team will submit the findings of the above Task 3 studies in a draft Report for County consideration and review. We will also prepare certain materials, such as basemaps and photo catalogs, for use in concept development and community engagement activities.

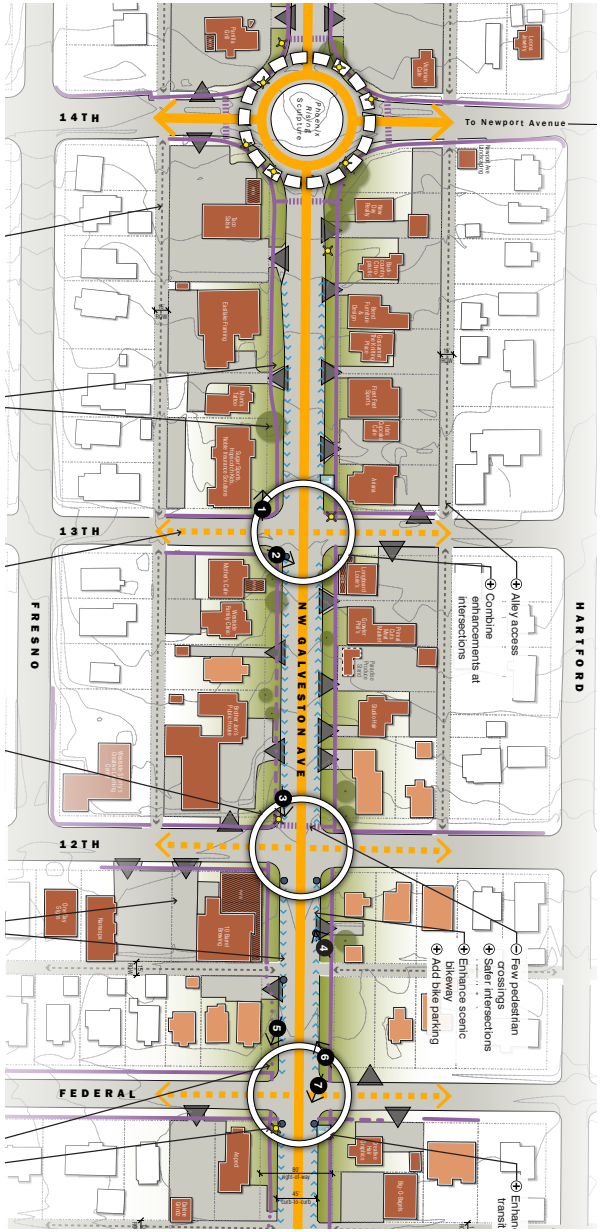
Task 3.06: Final Existing Conditions and Context Report: Following County review, the SERA team will finalize the Report as both a stand-alone document to be included in the Final Plan appendix and as summary information to include in upcoming steps and the Final Plan main document.

Meetings:

- PMT + Expanded group meeting to review initial Existing Conditions and Context Report outline
- Site Tour attended by County staff, Steering Committee Members, and Consultant Team. (Anticipated site tour in March or April 2022 to seek good weather)
- To-be-determined meetings on-site with site and topic experts as needed to inform inventory and analysis
- PMT + Expanded group meeting to review Draft Existing Conditions and Context Report

Deliverables:

- Draft Existing Conditions and Context Report including sections on:
  - *Regulatory context (plan review, current investment strategies, and CEQA applicability)*
  - *Physical environment (ecology, habitat, topography, hydrology, soils, and cultural history)*
  - *Infrastructure (roads, site access, trails, utility access, and related)*
  - *Market Conditions Study (general demographics, economic conditions, and development assessment of housing, retail, office, civic, and other uses)*
- Final Existing Conditions and Context Report including Opportunities & Constraints Map(s)



Through an Opportunities & Constraints Analysis of NW Galveston Avenue (Bend, OR), SERA identified key destinations, accessibility barriers, and locations where the streetscape project could serve dual roles to improve transportation and create public gathering spaces.

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During the River Road Transit Community Implementation Plan project in Eugene, OR, SERA lead a series of community workshops to envision the future transformation of a semi-rural neighborhood into a transit corridor and river-oriented community.

TASK 4. GOAL SETTING AND EXPRESSING PRIORITIES (MONTHS 4-9)

The first major community engagement activities will occur during Task 4, during which we will welcome people to weigh in on Task 3 Inventory and Analysis findings and use that information to launch into goal-setting and visioning for the Phase IV site.

Task 4.01: Outreach on Vision for Phase IV Experiences, Aesthetics, and Land Uses: SERA and Biohabitats, with significant County support and coordination, will conduct outreach (as defined in the Community Engagement Plan) to hear from people about their needs and wants from the site and how it can function as both a unique neighborhood and a coherent place in the Creek Parkway corridor and the town of Mariposa. SERA and Biohabitats are experienced in using boh in-person and virtual discussion sessions, design workshops, backcasting exercises, and placemaking inspiration to gather a wide range of voices. We anticipate joining Creek Week 2022 for on-site activities, and preparing a range of in-person, analog, and digital opportunities to shape the vision.

Task 4.02: Define Project Goals, Objectives, and Evaluation Criteria to Inform Concept Design: From the input gathered, SERA and Biohabitats will work with the County and our full consultant team to establish goals, development objectives,and criteria for weighing the potential impacts of different site design, infrastructure, and ecological concepts. We will meet with the Steering Committee to review our draft conclusions, and factor in their input and guidance.

Task 4.03: Prepare Resilience, Environmental Justice, and Equity Strategy: Developing these principles for the site warrant focused community input and strategizing. Resilience, environmental justice, and equity are core tenets of adaptable, regenerative development because they emphasize the role people play in building and maintaining a community that serves everyone. We will use these three topics to structure visioning input, and will conduct specific events and outreach to define and strategize for resilience, environmental justice, and equity outcomes.

The Phase IV area is expected to provide a wide variety of uses and serve a diverse group of residents, workers, and visitors alike. Biohabitats' particular contributions to this task will help the team and community understand and incorporate the ecological and experiential benefits of open and wild spaces to flora, fauna, and people alike, and to emphasize the synergies between economic, environmental, and health impacts of thriving natural settings.

Meetings:

- PMT + Expanded meeting to kick-off community engagement process and begin preparing Community Engagement Plan
- Steering Committee meeting to review community engagement approach
- Steering Committee goal- and priority-setting workshop (potentially in-person during Creek Week)

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Deliverables:

- Materials to support community engagement activities in-person, in virtual live events, and through asynchronous activities
- Summary of Initial Community Engagement findings including Vision, Goals, Objectives, and Evaluation Criteria
- Subsection of the Summary to include the Resilience, Environmental Justice, and Equity Strategy

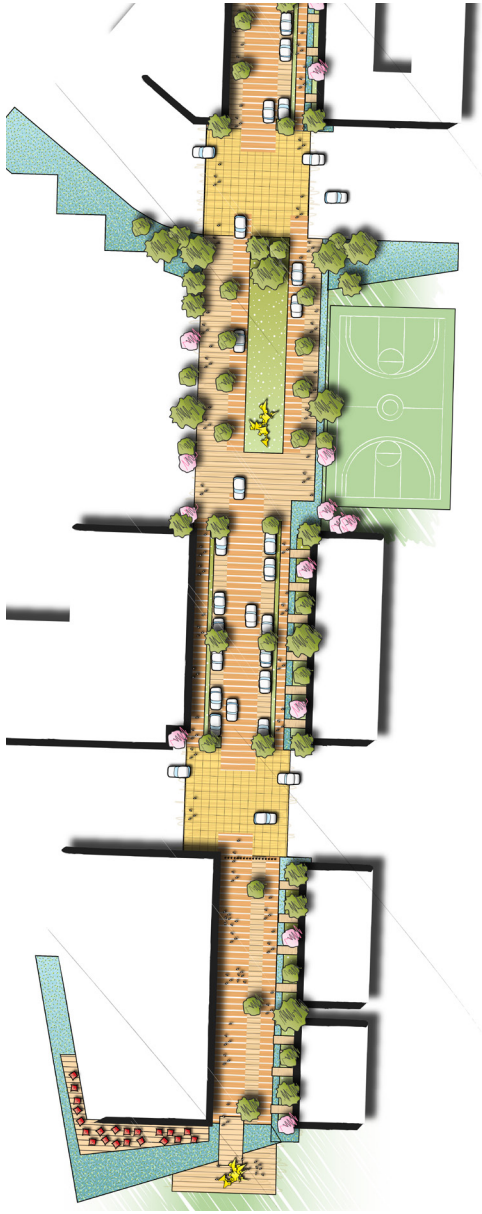
TASK 5: CONCEPTUAL SITE PLANNING AND IMPACT ANALYSIS (MONTHS 9-13)

This is a vital project phase during which our understanding of the site and community vision will begin to take appreciable form. We will present alternatives with a range of sophisticated physical design, programming, and environmental options that fulfill local needs and reflect the potential of the Phase IV area to be an inspiring, transformative neighborhood that will serve many generations to come. We will describe the concepts through models, illustrations, example images, and narrative; and will apply various analyses of the benefits and needed investment to support housing, infrastructure, civic services, ecological restoration, and other desired improvements.

Task 5.01: Prepare 2-4 Preliminary Site Design Alternatives: The SERA Team will document various approaches to meeting the land-use vision for the site by using illustrative, narrative, pictorial, and analytical methods to describe the experience, opportunities, and impacts of the site development alternatives. We recommend beginning the Alternatives creation with a design charrette (in-person if possible; virtual if health requirements dictate) to convene project partners in a collaborative creative process where design, economics, governance, development, and community stakeholders may directly influence numerous stages of alternatives creation.

Task 5.02: Conduct Alternatives Analysis: The SERA Team will conduct analyses of the alternatives using confirmed evaluation criteria and other factors in the areas of Economic, Program-Support, Environmental, Infrastructure, Mobility, Resiliency, Environmental Justice, Equity, and Community Character. We understand that different audiences will be interested in a multitude of factors about the alternatives and we will seek to describe each in ways that resonate with a variety of people, from those who want to know about potential housing development and community trails, to those who need to assess how infrastructure investment can be constructed and financed.

The team will prepare static or multi-year development pro formas to analyze a variety of use mixes and phasing timelines. We will iterate analysis and concept refinement to balance the most feasible program and timeline, and to reduce negative fiscal impacts while identifying necessary infrastructure and its financing mechanisms. We will also simultaneously plan for green



The SERA team are experienced public facility designers and can provide full services to create human-centered places that use sustainable infrastructure, such as the Fifth Avenue design for the Riverfront District in Eugene, OR

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Development studies (top) and illustrative images (bottom) help determine the feasibility of projects and express the potential experience of community spaces created through housing, employment centers, and schools envisions (SERA's Rosewood Conceptual Neighborhood Master Plan).

infrastructure systems and nature-based ecological solutions that promote adaptability over time, resiliency, and the ability to scale and shift based on development phasing outcomes.

Task 5.03: Community Review of Alternatives: The SERA team will lead the preparation of materials and community engagement techniques, with the guidance and support of County staff, the Board of Supervisors, LTC, and the Steering Committee. Engagement methods will be innovative and inclusive to provide opportunities for a wide variety of community members to comprehend the alternatives and weigh in on their opinions of their strengths and weaknesses. Engagement techniques will blend in-person and digital methods and can adapt to health considerations at the time of the activities.

Meetings:

- Steering Committee meeting to review Alternatives creation process. The Steering Committee meeting could occur as part of the design charrette described in Task 4.01
- Design Charrette (on-site or virtual)
- Steering Committee review of draft Alternatives prior to community engagement
- Events to conduct community engagement

Deliverables:

- Assembly of design charrette materials and associated community engagement materials
- Charrette facilitation materials (if so desired as part of the project scope)
- Documentation of 2-4 alternatives and analyses
- Formatting of alternatives for community engagement use
- Summary of community engagement input

TASK 6: PREFERRED SITE PLAN (MONTHS 14-19)

Deciding on a preferred site plan will culminate over a year of exploration, concept design, and robust input to evaluate and improve this project's recommendations. We will ensure there is a logical and inclusive process for deciding on a preference by preparing clear illustrations, descriptions, and analyses of the alternatives and seeking input from the County, Steering Committee, and community stakeholders at the proper moments. The collective team will study how each alternative strives to fulfill the vision and will go through the rigorous evaluation process to choose which best represents the vision and passes a variety of feasibility metrics.

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Task 6.01: Select Preferred Alternative Based on Analysis and Community Input: The SERA team will summarize and synthesize input received from many parties and will prepare an evaluation of the alternatives that reflects quantitative and qualitative strengths and weaknesses of the options. The Consultants and County staff will prepare a summary of the alternatives evaluation and a provisional recommendation for review by the Steering Committee. We will track input received and the decision basis in a section of the Draft and Final Plans.

Task 6.02: Prepare Preferred Alternative Site Plan and Analysis: Based on input received during the preceding task, the SERA team will document the preferred alternative via updates to existing drawings and summaries and new illustrations and analyses as needed to describe additional information and answer any questions submitted by the Steering Committee or other groups.

Meetings:

- PMT + Expanded workshop to review community input and select a provisional preferred alternative
- Steering Committee review of preferred alternative design and analysis

Deliverables:

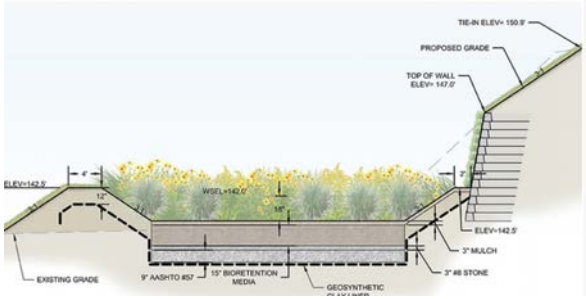
- Documentation of preferred alternative

TASK 7: PLAN IMPLEMENTATION PROGRAM (MONTHS 12-20)

Our team comprises a range of firms who bring significant implementation expertise to bear on holistic matters and specific subjects such as land use regulation, infrastructure financing, and CEQA-readiness alike. The Phase IV Special Area Plan lacks long-term value unless we make it deeply grounded in implementation actions and assignments for many parties. We propose this task to span the majority of the middle and end of the project (and to highlight implementation opportunities and constraints in Task 3) so that we can align concept planning with implementation considerations. (See the Project Schedule on page 21 for consideration of task phasing and overlap.)

Task 7.01: Prepare Implementation Case Studies: The Consultant team will assemble case studies that describe successful examples of implementing comparable site designs, land uses, infrastructure provision, ecological restoration, mobility improvements, and other type projects. Many of these case studies will be drawn from the Consultant team's own project experience

SERA prepared several illustrations to depict potential infill and new community development in Tigard, Oregon, jumpstarted by investment we helped recommend through urban renewal funds.



Biohabitats designs green urban infrastructure, such as this "living" retaining wall and bioretention facility.

Online live engagement conducted during SERA's Park Avenue Community Plan, both in-person and virtually due to Covid; we trained community members to conduct their own outreach activities to expand their reach in gathering input.

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EPS prepared financing plans, corralled sources for affordable housing funding, and designed a community facilities district taxation plan to fund the West Sacramento Bridge District.

Provost & Pritchard's will lead our team's civic infrastructure and utility planning and implementation readiness, which are areas they have supported on development projects throughout California (such as for the Sequoia Medical Center in Visalia, CA)

SERA provided branding for Alpine Avenue in McMinnville, Oregon, and could provide similar services in Mariposa.

Task 7.02: Prepare Project Implementation Action Plan: We will begin structuring the implementation action plan section of the Plan concurrently with Task 5 Conceptual Site Planning. This will give us an action plan framework to continually vet the alternatives against. The Action Plan will describe next steps for project financing, regulatory controls, public and private investment, CEQA-readiness, developer recruitment, and other foundational steps. Water demands and wastewater generation numbers will be developed from proposed land uses. Similarly traffic generation numbers and primary access needs will be looked at to develop recommendations for potential phasing of infrastructure improvements to minimize initial costs of development without limiting services.

Task 7.03: Prepare CEQA Applicability Assessment and Action Plan: Live Oak Associates and Provost & Pritchard will lead the team in preparing the CEQA Applicability Assessment and Action Plan. This task is not a full CEQA analysis, but instead will produce a preliminary list of key impacts and an action plan for the County and partners to consider related to the 18 core CEQA categories, which range from land use to biological resources to utilities and system services. The overlap of the Phase IV site with Mariposa Creek is one particular consideration likely to warrant further review. Needed studies could include an aquatic resources delineation, rare plant surveys, and focused surveys for various sensitive wildlife species.

Task 7.04: Prepare Plan Financing Strategy: EPS will lead the Team in preparing a public facilities financing strategy that outlines the financing tools and techniques that will be used to fund the backbone infrastructure and public facility improvements required to serve the preferred development alternative. After the County and Team coordinate to identify core infrastructure, public facilities, and environmental mitigation programs, we will assemble this information into an infrastructure and public facility cost schedule suitable for analytical purposes

We will consider for inclusion all currently available sources of funding for capital improvements, including planned general obligation and revenue bond issues, existing fees, and other funding sources. We will also evaluate other financing mechanisms that may include: development impact fees; special assessments and taxes (e.g., Mello-Roos Community Facilities Districts [CFDs]; infrastructure loans; an Enhanced Infrastructure Financing District [EIFD]; Federal, State, and local grant opportunities; and private contributions and exactions.

Our Team will select financing mechanisms for the project based on several considerations, including: the County's financing principles; short- and long-term financial impacts to the County and other affected parties; statutory and legal considerations; the phasing of public improvements; commitments regarding the availability of public-sector funding; negotiation-based preferences of stakeholders; and other factors. The financing strategy will include detailed steps for implementation, including identified partners and methods for securing necessary funding.

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We will prepare a Preliminary Draft Financing Strategy report for County and internal review. We will incorporate any necessary revisions and prepare an updated Public Review Draft Financing Strategy to support outreach efforts.

Task 7.05: Conduct Community Engagement: Preferred Concept and Implementation Actions - SERA will lead the Consultant team and collaborate with County partners to present the preferred alternative and draft implementation actions to the community. This will help interested parties better understand the What, How, Who, and When of the proposed site development. Additionally, as this could be a multi-decade implementation effort, this outreach will help build community awareness and momentum towards immediate actions people can take to begin enlivening the site through creek restoration, recreation opportunities, and quick placemaking efforts. If appropriate, we can coach and prompt Steering Committee members and others in the community to lead certain presentations and collaboration discussions, especially if we use on-site workshops during any concept preparation steps.

Meetings:

- Steering Committee meeting to review Plan Implementation Program creation process.
- PMT + Expanded review of draft Plan Implementation Program prior to community engagement
- Events to conduct community engagement

Deliverables:

- Prepare draft Plan Implementation Program (including Case Studies, CEQA-Readiness Assessment, and Financing Strategy reports) for client review
- Revisions to draft Plan Implementation Program for community engagement use
- Summary of community engagement input
- Revisions and preparation of final Plan Implementation Program

TASK 8: DOCUMENT PRODUCTION AND ADOPTION (MONTHS 20-25)

This Plan will be plain-spoken, succinct, and usable. We will prepare it to clearly emphasize the vision, core recommendations, and key actions. The Plan will document what is decided and to be done, and will reflect on the commitment and participation of the many people who shaped the effort and outcomes for the better.

Task 8.01: Preparation of Draft Plan: The Consultant team will assemble project materials into a clear and organized Plan that describes process, decisions, and actions. The Plan will include design, policy, and investment recommendations that can be adopted by the County if so desired, and will

For the past three years, SERA has been leading a multidisciplinary team to design and construct the Moffett Park Green Link (Sunnyvale, CA), a future 8-mile corridor that prioritizes walking, biking, and transit and will be a spine along which a variety of office, housing, and open spaces uses will align.

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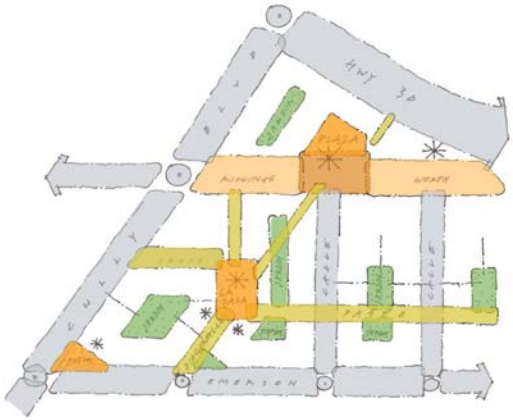
SERA recently completed concept designs for a site redevelopment in Newport, OR featuring a co-op grocery, small offices spaces, and a food cart hub to help bring business services to the South Beach neighborhood



SERA's work preparing final plans minds the details, but we also put much attention to simple, durable ways of organizing ideas and principles to guide future action, such as through the use of framework diagrams like this one for the Rosewood Initiative Neighborhood Plan (Portland, OR)

include appendices of project studies, reports, community input, and other supporting information. We will prepare the Plan using desktop publishing software that can be transferred to the County at the end of the project for any further updates and maintenance.

Task 8.02: Facilitated Review of Draft Plan with Steering Committee and Caltrans: The SERA team and County staff will distribute the draft Plan to several overseeing committees and agencies for their review of the content and fulfillment of the grant-funded project requirements. The County will collect and return comments to the Consultant.

Task 8.03: Edits and Delivery of Final Plan: The SERA will lead, and the County will review, edits to the Plan and delivery of the Final document.

Task 8.04: Adoption Support (as needed): The County Planning Commission may choose to formally adopt the Plan. County staff will lead this effort and the SERA team will provide basic support and attendance at hearings as needed.

Meetings:

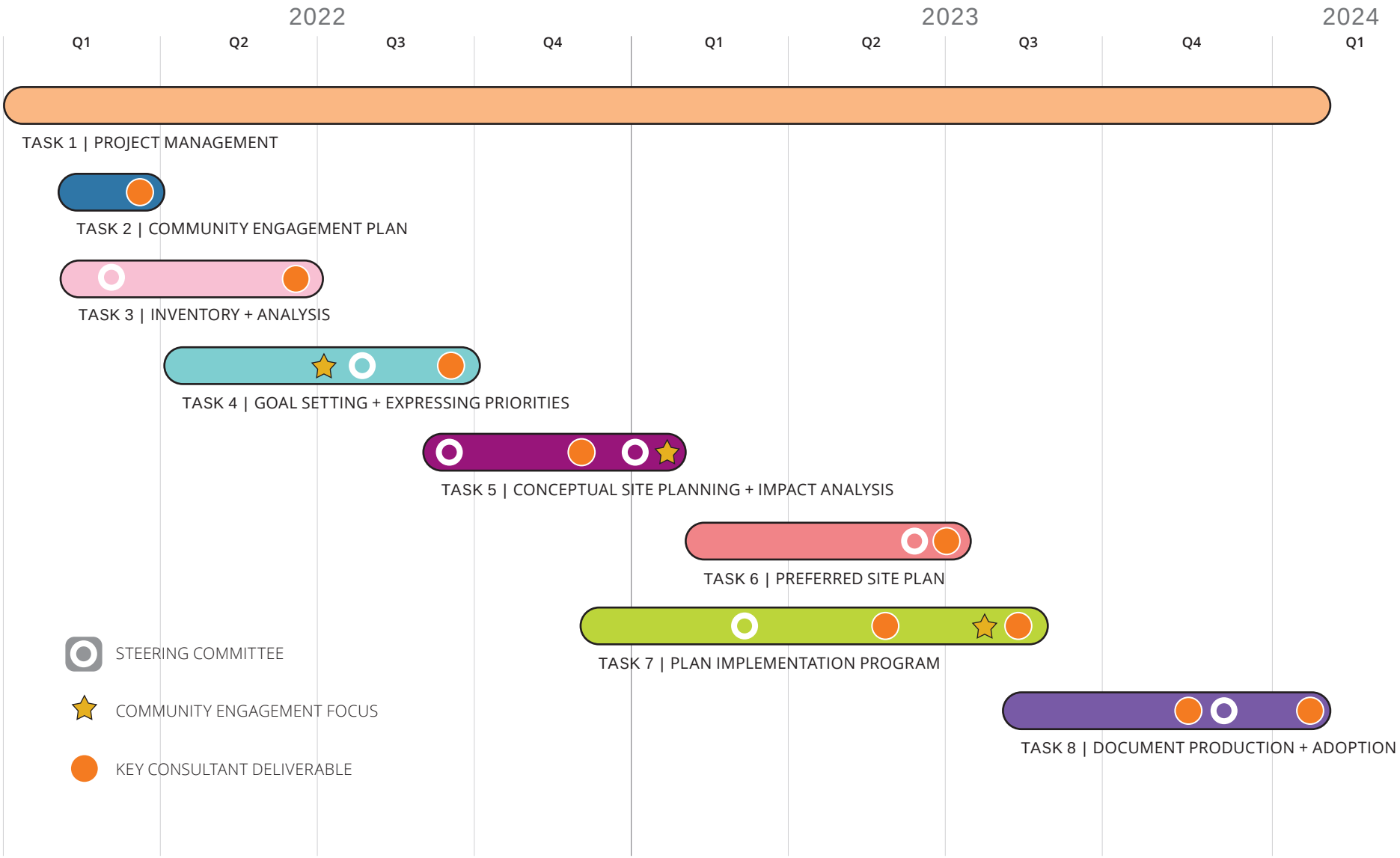
- Steering Committee and Caltrans review of Draft Plan

Deliverables:

- Draft Plan
- Final Plan
- Material and meetings to support Plan adoption (as needed)

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

SCHEDULE

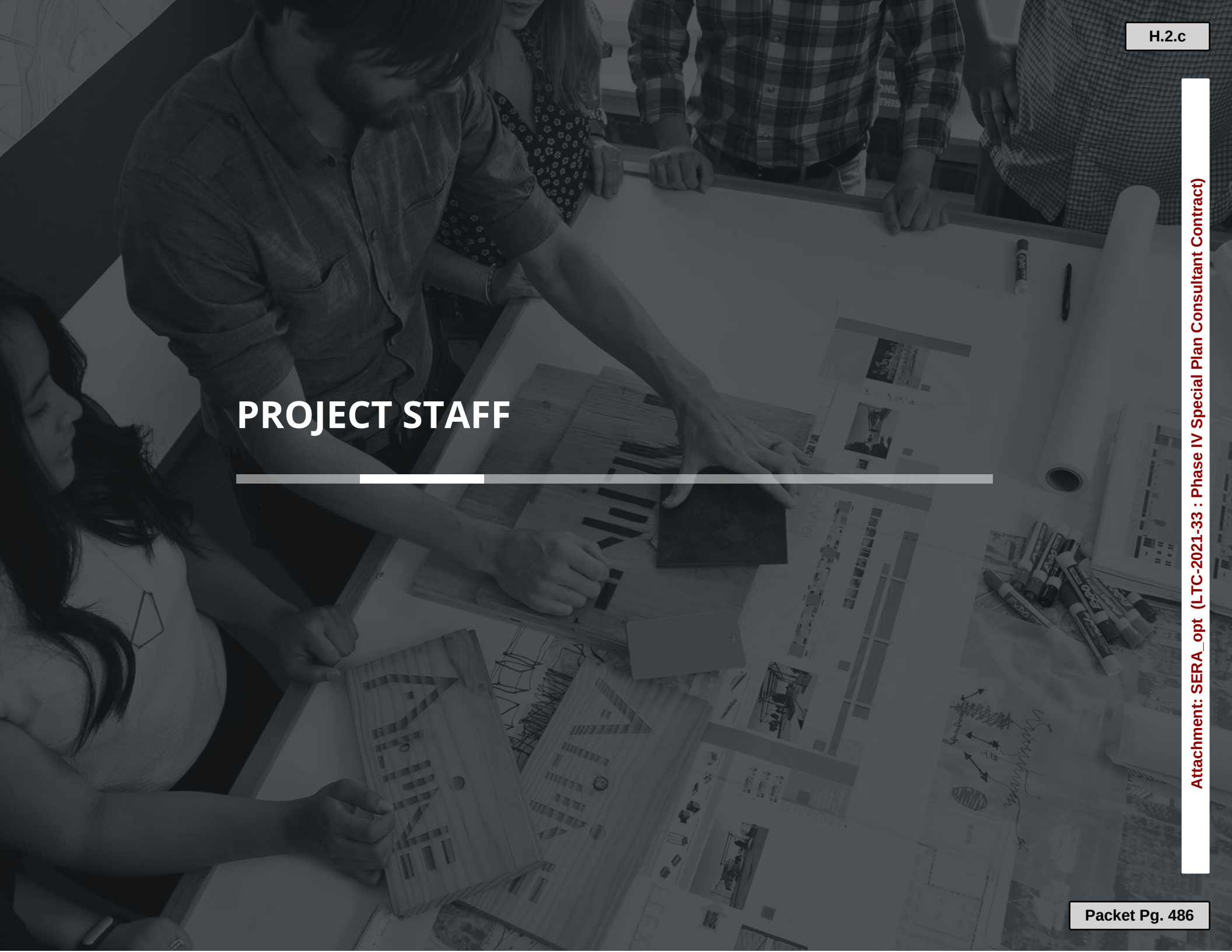


Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

BUDGET SUMMARY

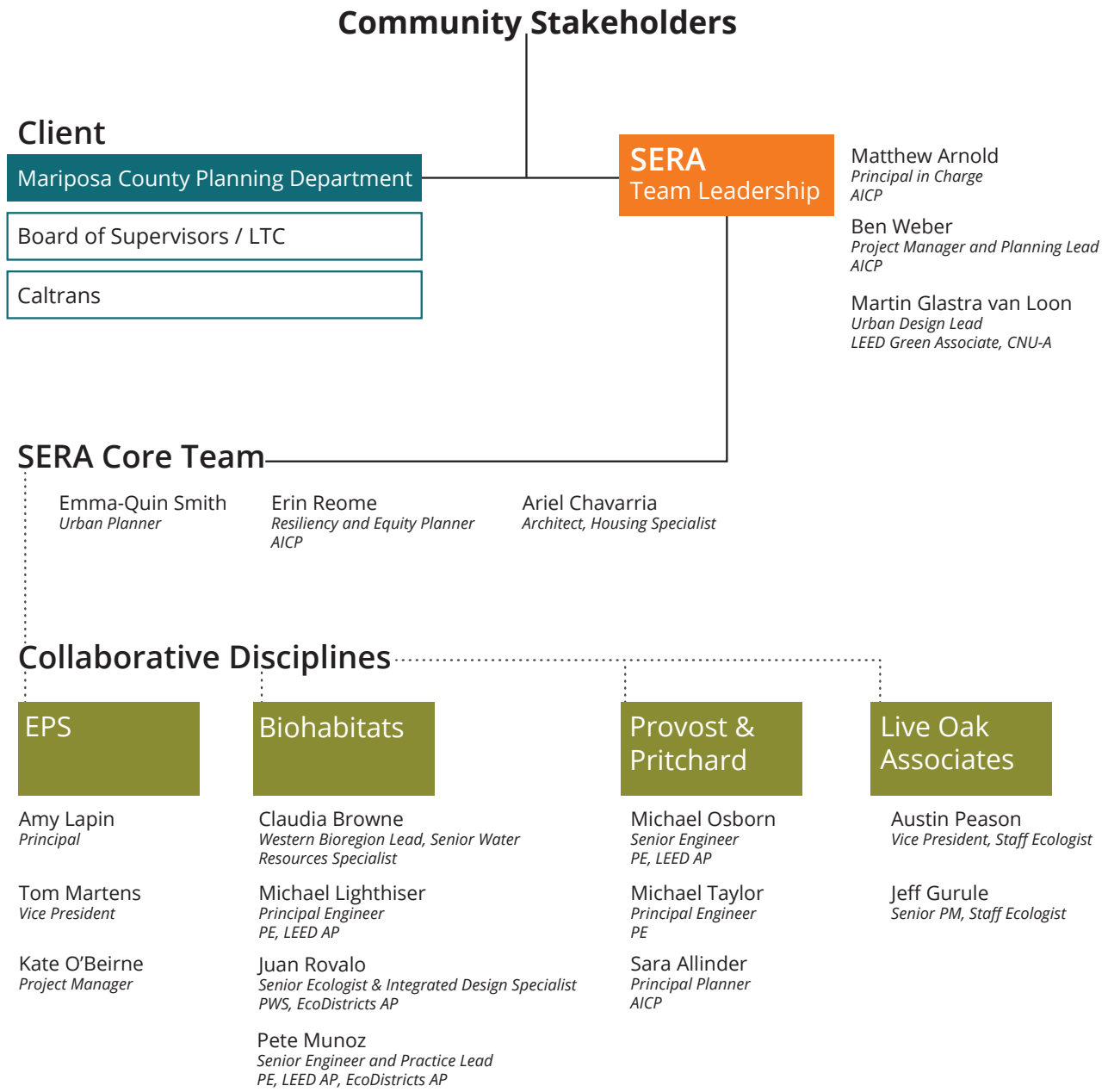
TASK + *SUBTASKS*	LEAD	SUPPORT	TASK BUDGET
TASK 1 | PROJECT MANAGEMENT			$35,846
1.01 Ongoing Project Management	*SERA*	*All Others*	$35,846
TASK 2 | COMMUNITY ENGAGEMENT PLAN			$3,486
2.01 Prepare Community Engagement Plan	*SERA*	*BH*	$3,486
TASK 3 | INVENTORY + ANALYSIS			$110,216
3.01 Site Visit + Inventory	*SERA*	*BH, P&P, LOA*	$24,314
3.02 Regulatory, Physical, and Infrastructure Context	*SERA, P&P, LOA*	*BH*	$28,294
3.03 Market Conditions Study	*EPS*	*SERA*	$20,116
3.04 Existing Conditions and Opportunities + Constraints	*SERA*	*All Others*	$21,884
3.05 Draft Existing Conditions and Context Report	*SERA*		$10,538
3.06 Final Existing Conditions and Context Report	*SERA*		$5,070
TASK 4 | GOAL SETTING + EXPRESSING PRIORITIES			$33,304
4.01 Outreach on Vision for Phase IV	*SERA, BH*	*P&P*	$16,212
4.02 Define Project Goals, Objectives, and Evaluation Criteria	*SERA*	*EPS, BH*	$5,933
4.03 Prepare Resilience, Environmental Justice, and Equity Strategy	*SERA*	*BH, P&P*	$11,159
TASK 5 | CONCEPTUAL SITE PLANNING + IMPACT ANALYSIS			$87,350
5.01 Prepare 2-4 Preliminary Site Design Alternatives	*SERA*	*BH, P&P*	$47,692
5.02 Conduct Alternatives Analysis	*SERA, EPS, BH*	*P&P*	$26,914
5.03 Community Review of Alternatives	*SERA*	*P&P*	$12,744
TASK 6 | PREFERRED SITE PLAN			$29,197
6.01 Select Preferred Alternative	*SERA*	*EPS, BH*	$9,045
6.02 Prepare Preferred Alternative Site Plan and Analysis	*SERA, EPS, BH*	*P&P*	$20,152
TASK 7 | PLAN IMPLEMENTATION PROGRAM			$91,866
7.01 Prepare Implementation Case Studies	*SERA, BH, EPS*		$25,918
7.02 Prepare Project Implementation Action Plan	*SERA, P&P, EPS*	*BH, LOA*	$10,406
7.03 Prepare CEQA Applicability Assessment and Action Plan	*LOA, P&P*	*SERA*	$9,891
7.04 Prepare Plan Financing Strategy	*EPS*	*SERA*	$40,276
7.05 Conduct Community Engagement - Preferred Concept and Implementation Actions	*SERA, BH*	*P&P*	$5,375
TASK 8 | DOCUMENT PRODUCTION + ADOPTION			$51,013
8.01 Preparation of Draft Plan	*SERA*		$29,426
8.02 Facilitated Review of Draft Plan with Steering Committee and Caltrans	*SERA*		$3,853
8.03 Edits and Delivery of Final Plan	*SERA*		$12,316
8.04 Adoption Support (As Needed)			$5,418
EXPENSES			$17,722
		TOTAL	$460,000

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)



PROJECT STAFF

PROJECT ORGANIZATIONAL CHART



Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

WHY SERA?

INTEGRATED EXPERTISE

SERA brings a dynamic team approach to all our work, matching talent to the specific demands of a project. Our in-house staff brings integrated expertise in urban design, site planning, landscape architecture, building programming, visualization, and a full suite of architecture and interior design services. The quality of the work that results has been recognized by the American Institute of Architects, the American Planning Association, the American Society of Landscape Architects, and the American Public Works Association, as well as by a range of professional and community organizations.

SUSTAINABLE VALUE

SERA's experience in adaptive re-use and building renovation led to our early involvement in sustainable design; we also designed Portland's first-ever "green" Main Street. SERA has provided design services on 38 LEED projects, 28 of which have received certification. **Through all our projects, we work hard to practice what we preach and bring solutions that create long-term value**. As a 100% employee-owned company, our work environment is a direct reflection of the firm's commitment to practice sustainability in our daily lives: we purchase 100% wind power; provide bicycles and hybrid vehicles for office use; purchase sustainable office supplies from local vendors; and commit to green housekeeping practices,

PASSION FOR PLACEMAKING

We are passionate about creating lively and enduring places. Our world-class staff is exceptional, diverse, and we take great pride in the work we do. We focus on the values of the community we serve and respect the opinions of all community members interested in the impacts of our urban planning. We create spaces that are new, vibrant, and inclusive for the community – all while maintaining the unique historical characteristics that enrich a community's identity. We are genuinely enthusiastic about the opportunity to work with Mariposa County and its stakeholders on this important project. SERA will lead the consultant team's work on the Phase IV Special Area Plan, including primary roles in project management, urban design, community outreach, conceptual site planning, and plan documentation. We understand that inspiring places take work and partnerships to design and implement: SERA is able to work with stakeholders and community members to create tangible designs, adaptable places, and pragmatic action plans to shape decades of future progress.

WORKFORCE DIVERSITY & EQUITY

SERA is constantly focused on improving our overall firm demographics and diversity. We are proud that over half of SERA's employees are female and 19% of our staff are people of color. Our recruiting efforts reach broadly and encourage women, people of color, and underrepresented populations to join our firm.

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Matthew Arnold, AICP

Principal in Charge,
Director of Urban Design + Planning

EDUCATION

B.A. History and Comparative Literature, Brown University

M. City Planning, University of Pennsylvania

WORK HISTORY

SERA since 2003, other firms since 1998

SELECT PROJECT EXPERIENCE

Rosewood Community Neighborhood Master Plan (Multnomah County, OR)

Santa Maria General Plan (Santa Maria, CA)

Riverfront Redevelopment Master Plan (Independence, OR)

South Redmond DSL Lands Concept (Deschutes County, OR)

Moffett Park Mixed-Use Master Plan (Sunnyvale, CA)

Lower Quilceda Neighborhood Plan (Tulalip, WA)

REGISTRATION

American Institute of Certified Planners

National Charrette Institute Certified

Matthew is SERA's Director of Urban Design and Planning, and has been with the firm since 2003. He is a planner and strategist with 23 years of professional experience, working for firms and government agencies in Philadelphia, Pennsylvania, and Portland, Oregon. His project experience includes campus planning, neighborhood and downtown concept plans for large and small cities, revitalization plans for areas in decline, sustainable streetscape design, and alternative-mode transportation planning. Matthew is highly experienced in project management, design, and public involvement processes, and has presented his work at conferences across the nation. He is also a National Charrette Institute (NCI) certified Charrette Planner and has led Main Street workshops throughout the Northwest. Matt is skilled at facilitating public meetings and helping diverse groups reach consensus.

Ben Weber, AICP

Project Manager, Planning Lead

EDUCATION

M. Urban and Regional Planning, Portland State University

B. Industrial + Interaction Design, Syracuse University

WORK HISTORY

SERA since 2012, other firms since 2009

SELECT PROJECT EXPERIENCE

River Road Transit Community Implementation Plan (Eugene, OR)

EWEB Downtown Riverfront Master Plan (Eugene, OR)

Riverside District Master Plan (Monroe, OR)

Middle Housing Model Code and Specific City Code (State of Oregon)

Town Center Streetscape Plan (Wilsonville, OR)

Moffett Park Green Link (Sunnyvale, CA)

ACCREDITATION

American Institute of Certified Planners

National Charrette Institute Certified

Ben creates urban environments that are highly tuned to human interactions and experiences. He enjoys being a hands-on participant in the urban planning process. By interacting with people on both an individual and group basis, he helps them define their needs and develop ways to effectively communicate their goals through the design process. Over eight years at SERA, Ben has helped public and private clients and diverse stakeholder groups across Portland, rural Oregon, and the California Bay Area to envision and implement rejuvenated, safe, and resilient communities that provide opportunities for all people to live, work, and gather. Ben's interest with urban planning started when he traveled throughout the eastern U.S., gaining a unique perspective on cities while operating a mobile mapping van. He has particular experience in helping communities think about their circulation and access networks and how public and private edges interact to create dynamic urban environments.

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Martin Glastra van Loon

Senior Associate, Urban Design Lead

EDUCATION

Spatial Planning and Urban Development, Hogeschool Utrecht, The Netherlands

Building Technology, Christelijke Middelbare Technische School, The Netherlands

WORK HISTORY

SERA since 2015, other firms since 1992

SELECT PROJECT EXPERIENCE

Downtown Design Project and Development Code (Beaverton, OR)

Quigley Farm New Community Master Plan (Hailey, ID)

Alpine Avenue Streetscape Design (McMinnville, OR)

EWEB Downtown Riverfront Master Plan (Eugene, OR)

Downtown Framework and Multi-Modal Streetscape Plan (Santa Maria, CA)

ACCREDITATION

Congress of New Urbanism

LEED Green Associate

National Charrette Institute Certified

Martin has been practicing urban design and town planning nationally and internationally since 1992. Educated and trained in Dutch and European urbanism, he applies his expertise to a variety of projects encompassing the ranging scales of regions, cities, towns, downtowns, and neighborhoods. Committed to community-based placemaking, he has a strong theoretical interest and practical expertise in complex urban projects that integrate mixed-use, pedestrian-friendly, and transit-oriented design components. A common foundation of his work is a public realm design that informs and impacts the morphology of the city. Martin has the proven ability to take on complex projects in a wide variety of contexts, and to synthesize clear and inspiring design solutions that are enthusiastically endorsed by clients and stakeholders. Recently, Martin's work has focused on the redevelopment of downtowns and the transformation of suburban areas into more walkable and vibrant places.

Emma-Quin Smith

Urban Planner

EDUCATION

M. Regional and Community Planning, Kansas State University

B.A. American Political Studies, Drury University

WORK HISTORY

SERA since 2019 other firms since 2017

SELECT PROJECT EXPERIENCE

Community Resilience Framework Plan (Talent, OR)

Park Ave Community Project (Clackamas County, OR)

Middle Housing Model Code (Oregon DLCD)

Waterfront Gateway Visioning (Vancouver, WA)

Santa Maria General Plan (Santa Maria, CA)

Washington Square Regional Center Plan Update (Tigard, OR)

AFFILIATIONS

Member, Oregon Chapter of the American Planning Association

Emma-Quin is an urban planner with a diverse skill set and strong technical foundation. She is skilled in community engagement and presentational speaking, with a keen ability to distill complex planning issues into a digestible format. Emma-Quin recognizes the important role listening has in the planning process to ensure all stakeholders have meaningful input. She has worked with a variety of public and private clients to embrace opportunities to balance community needs with client interests. Emma-Quin's acute attention to detail moves projects forward, and she asks the right questions to promote creative problem solving. Emma-Quin's recent experience includes the development of a series of site concepts to test zoning and development options on key opportunity sites as part of the Washington Square Regional Center Plan Update process in Tigard, OR.

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Erin Reome, AICP

Resiliency & Equity Planner

EDUCATION

Masters Urban Regional Planning, Portland State University

B.A. English Literature, University of Utah

WORK HISTORY

SERA since 2011, other firms since 2005

SELECT PROJECT EXPERIENCE

Quigley Canyon Community Master Plan (Hailey, ID)

Downtown Design Project & Development Code (Beaverton, OR)

Community Resilience Framework Plan (Talent, OR)

Park Avenue Community Development & Design Standards (Clackamas, OR)

Waterfront Gateway Visioning Concepts (Vancouver, WA)

Columbia Basin Communities Workshop Facilitation (Portland, OR)

ACCREDITATION

American Institute of Certified Planners

LEED Accredited Professional, Building Design + Construction

Erin is an enthusiastic Urban Designer & Planner who thrives at the intersection of land use, transportation, and open-space planning. Since 2005, she has worked on a variety of projects, for private, public, and institutional clients, at a variety of scales: regional, district, downtown, campus, neighborhood, and corridor. Regardless of scale, Erin is driven by a strong desire to create more equitable, healthy, and livable places with a commitment to sustainable and regenerative solutions.

Currently, Erin is leading an equitable Community Framework Plan (based on extensive and creative online engagement) and wildfire relief assistance with a group of planners through the Oregon chapter of the American Planning Association (OAPA).

Ariel Chavarria, AIA, NCARB

Architect, Housing Specialist

EDUCATION

B. Architecture, University of Oregon

WORK HISTORY

SERA since 2019, other firms since 1995

SELECT PROJECT EXPERIENCE

Tigard Affordable Senior Housing (Tigard, OR)

4th & Burnside Housing (Portland, OR)

St. Philip Neri Redevelopment (Portland, OR)

Arden Wood (San Francisco, CA)

Birch Pointe Clubhouse Remodel (Beaverton, OR)

REGISTRATIONS

Licensed Architect in Oregon

Ariel's passion for architecture is rooted in creating affordable housing. She views providing well-designed, quality housing units to low- and moderate-income working people as an expression of equity and social justice. For over 20 years, Ariel has brought her experience to a number of successful housing projects in the architecture and construction fields. Her housing knowledge includes large city infill projects, as well as duplex buildings on scattered sites in rural Oregon.

As Assistant Studio Leader for the affordable housing team, Ariel's greatest strength is her ability to understand a project holistically with the client's goals framing the work of the project team. Additionally, she was an instrumental in helping to develop, and now chairs, SERA's Diversity Equity and Inclusion Committee.

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ECONOMIC PLANNING & SYSTEMS INC.

Subconsultant providing market analysis, development feasibility studies, and implementation funding guidance.

Economic & Planning Systems, Inc. (EPS) is a California-based land economics firm that provides a **complete range of development and financing strategy services, land use and conservation planning, and government organization**. EPS has deep experience working with California jurisdictions to understand unique market conditions and the regulatory and financing considerations and opportunities in the state. Their role on the project will be to evaluate market conditions, test development concepts for economic feasibility, and recommend financing methods for both County and partner investments in the site.

EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services. These are EPS's areas of expertise:

- Real Estate Economics
- Economics
- Fiscal and Economic Impact Analysis
- Public Finance
- Housing Policy
- Land Use and Transportation
- Public-Private Partnerships (P3)
- Economic Development and Revitalization
- Parks and Open Space

Since 1983, EPS has provided consulting services to hundreds of public- and private-sector clients in California, Colorado, and throughout the United States, including cities, counties, special districts, educational and other nonprofit institutions, multi-jurisdictional authorities, property owners, developers, financial institutions, and land use attorneys. EPS has offices located in Oakland, Sacramento, and Los Angeles, California, and Denver, Colorado. EPS's professional staff includes specialists in public finance, real estate development, land use and transportation planning, government organization, and computer applications. **EPS excels in preparing concise analyses that disclose risks and impacts, support decision making, and provide solutions to real estate development** and land use-related problems.

Amy R. Lapin

Principal

EDUCATION

M. of Community and Regional Planning, University of Oregon

B.A. Economics Management and Psychology, Ohio Wesleyan University,

WORK HISTORY

EPS since 2003 other firms since 1997

SELECT PROJECT EXPERIENCE

Camp Fire Regional Economic Impact Analysis

Stockton Boulevard Plan Socioeconomic Context Assessment

Twin Rivers Residential and Commercial Market Analysis

Mossdale Tract Area Urban Level of Flood Protection Financial Analyses

Solano County Economic Diversification Study

Sunset Area Plan Market Analysis, Fiscal Impact Analysis, and Financing Plan

AFFILIATIONS

American Planning Association (APA)

APA PLAN SacValley, 2012-13 Mentor, 2014-15 Mentor

Urban Land Institute (ULI)

California Forward, Infrastructure Action Team

Amy R. Lapin is an urban economics consultant with expertise in the creation of viable land use and financial strategies for public- and private-sector clients. Since joining EPS in 2003, Amy has provided project management, technical analysis, and advisory services for numerous infill and master-planned community projects throughout California and the Pacific Northwest. Amy's experience includes projects related to real estate market analysis and financial feasibility, economic development, public finance, fiscal and economic impact analysis, and land use policy

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Tom Martens

Vice President

EDUCATION

M. City and Regional Planning, Real Estate Focus, Rutgers University

B.A. Urban Studies, San Francisco State University

WORK HISTORY

EPS since 2017 other firms since 1992

SELECT PROJECT EXPERIENCE

USGS Menlo Park Site Highest & Best Use/Land Valuation (Menlo Park, CA)

City of Del Rey Oaks, Fort Ord Land Residual Value Analysis (Del Rey Oaks, CA)

City of Davis, Davis Innovation and Sustainability Campus (formerly Aggie Research Campus) (Davis, CA)

City of West Sacramento, Raley's Landing (West Sacramento, CA)

Altria Client Services (Phillip Morris USA), Plant/Site Re-Use, (Concord, NC)

AFFILIATIONS

Urban Land Institute (ULI), Technical Assistance Panels: Anacostia Gateway, DC; CSX Rail Line, DC; Charles Town-Ranson, WV

Tom Martens has extensive real estate and economic development experience, with a broad range of real estate economic analysis. Tom has managed assignments involving market demand, financial feasibility, site selection, fiscal and economic impact analyses, and tax increment financing. He has conducted projects on behalf of developers, financial services firms, retailers, manufacturers, as well as federal, state, and local agencies and jurisdictions.

Kate O'Beirne

Associate

EDUCATION

M. of Urban and Regional Planning, California State University, San Jose

B.A. in Communication, University of California, Santa Barbara

WORK HISTORY

EPS since 2017 other firms since 2004

SELECT PROJECT EXPERIENCE

Stockton Boulevard Specific Plan

Sacramento Valley Station Market Analysis and Financial Feasibility

Fiscal Impact Analysis 2035 General Plan Land Use Buildout

Central Southeast Fresno Specific Plan

Railyards Public Facilities Finance Plan

Pinnacles Plaza Real Estate Market Assessment

AFFILIATIONS

Urban Land Institute (ULI)

Kate O'Beirne joined EPS in 2017 with more than 10 years of urban economics consulting experience. Kate brings with her extensive knowledge and experience in urban decay analyses, commercial and residential real estate market studies, fiscal impact analyses, highest and best use studies, and is adept at using GIS as a planning and community development tool. In addition, with EPS, Kate has provided consulting services related to land development feasibility, infrastructure finance and feasibility analyses, affordable housing studies, and economic impact analyses.

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

BIOHABITATS

Subconsultant providing design support for green infrastructure and ecology in a regenerative neighborhood.

Biohabitats is an **interdisciplinary ecological consulting engineering and design firm**, with offices and projects through the United States, focused on restoring the earth and inspiring ecological stewardship. Biohabitats' role for the Mariposa Creek Parkway Phase IV Special Plan will be to provide ecological and hydrological support to enhance integrated land and water strategies including green infrastructure and creation of regenerative neighborhoods. Biohabitats will also co-lead community engagement on topics of environmental justice, resiliency, and equity.

For almost four decades, the firm has worked to protect and restore ecological function and promote regeneration of natural processes across the country. Biohabitats' team of over sixty ecologists, biologists, engineers, soil scientists, natural resource planners, landscape architects, and geomorphologists recognizes the complex patterns and interrelated forces that are needed to promote regenerative solutions.

Biohabitats' master planning experience to support the **integration of community infrastructure, recreational, and conservation programming for projects** runs deep. Their team is adept at quickly assimilating existing ecological and hydrological studies, conducting habitat assessments, synthesizing data, and working with the planning team and stakeholders to develop science-based solutions that meet the goals of the client.

In addition to providing technical consulting and design services, Biohabitats is a licensed contractor in California. They assess, design, and engineer ecological solutions, and they build them. As a result, they understand the entire chain of restorative construction and have extensive experience with every stage of successful implementation. Years of practical on-the ground knowledge informs assessments, planning, and strategy development so that realistic costs, impacts, and expectations are achieved.

Biohabitats has experience with water and ecology aspects of the Living Building Challenge, LEED, and SITES certification programs. They specialize in projects that seek high levels of water resiliency and sustainability, while balancing capital cost, return on investment, and long term maintenance. **High functioning green infrastructure, rain harvesting, wastewater treatment, and water reuse** are tools mastered by Biohabitats staff.

Claudia Browne

Senior Water Resources Specialist / Conservation Planner

EDUCATION

M.S. Graduate Degree Program of Ecology, Colorado State University

B.S. Department of Natural Resources, Cornell University

WORK HISTORY

Year with Biohabitats: 17, Total years: 36

SELECT PROJECT EXPERIENCE

National Park Gateway Lodge and Visitor Center: Ecological Assessment and Integrated Water Strategies (Utah)

South Platte Corridor Vision (Adams County, CO)

Shield Ranch Master Plan, Travis County, TX

Brisbane Baylands Ecological Services, Brisbane, CA

Poudre River Downtown Master Plan Project, City of Fort Collins, CO

CERTIFICATIONS AND TRAINING

Conservation Coach Network

Certified Ecologist, Ecological Society of America

Certified Master Soil Consultant

Claudia has over 30 years of experience in restoration and conservation planning, water resource management, and riparian and wetland habitat assessments and maintenance. Her work strives to increase the resiliency of natural and human systems to climate change and other environmental stresses by integrating strategies that sustain ecological functions into all phases of planning, design, construction and monitoring projects. Claudia's planning capabilities include facilitation using the Conservation Action Planning process, adaptive management and restoration plan development, ecological master planning, recreation impact analysis, ecosystem services evaluation, landscape ecology analysis and suitability mapping, policy analysis, and public education related to environmental issues.

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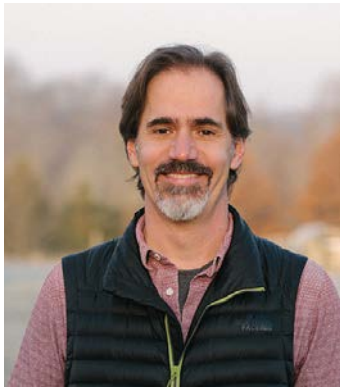

Michael Lighthiser, PE, LEED AP

Principal Engineer

EDUCATION

M.Eng, Environmental Water Resources, Civil and Environmental Engineering, University of California, Berkeley

B.S., Civil Engineering, Ohio State University, Columbus

WORK HISTORY

Year with Biohabitats: 20, Total years: 26

SELECT PROJECT EXPERIENCE

Brisbane Baylands Development, Brisbane, CA

The Millrace, University of Oregon, OR

CityCraft – West Denver Neighborhoods, Denver, CO

City of Denver Ecological Restoration On-Call, Denver, CO

AFFILIATIONS

American Society of Civil Engineers

Michael Lighthiser is a water resources engineer with 25 years of experience specializing in the restoration of natural systems. Mike has led and participated in projects for various types and sizes of streams and wetlands in diverse physiographic regions. His involvement has ranged from initial site assessment and design through construction and monitoring. He has also completed restoration design/build projects, providing construction guidance and oversight of re-vegetation efforts. Mike has experience in the hydrology, hydraulics, and geomorphology with modeling experience for steady and unsteady one-dimensional flow, sedimentation and erosion, and rainfall/runoff relationships. He has delivered a presentation entitled "Living Infrastructure for Sustainable Stormwater and Wastewater Treatment Systems" to sustainability organizations and universities internationally.

Juan Rovalo, PWS, EcoDistricts AP

Senior Ecologist & Integrated Design Specialist

EDUCATION

M.Sc., Biomimicry, Arizona State University

M.B.A., Iberoamerican University (UIA)

B.S., Biology, Mexico National University

WORK HISTORY

Year with Biohabitats: 3, Total years: 27

SELECT PROJECT EXPERIENCE

Saggio Hills Affordable Housing, City of Healdsburg, Healdsburg, CA.

Lower Stilwell Neighborhood, Monterey, CA

Brisbane Baylands Development, Brisbane, CA

National Park Gateway Lodge and Visitor Center: Ecological Assessment and Integrated Water Strategies, Utah

AFFILIATIONS

Society for Ecological Restoration

Society of Wetland Scientists Certified Professional Wetland Scientist, PWS

Mesoamerican Society for Biology and Conservation

Juan Rovalo is experienced in environmental planning, integrated ecological assessment, research, restoration, land stewardship, and strategic integration of environmental science and built environment projects. He is a skilled biologist with over 20 years of experience whose strength lies in his strategic leadership for mission-driven community organizations, companies, and projects. With a record that includes 100+ interdisciplinary ecological and real estate development projects, Juan has a history of successful coordination and management of complex multi-faceted projects, interdisciplinary teams, community organizations and stakeholders. Through innovative approaches to his mission for ecological and environmental health and social benefits, Juan seeks high impact opportunities and partnerships for amplifying, or creating, conditions conducive to mutual benefit for business, ecosystems and the people that inhabit them.

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Pete Muñoz, PE, LEED AP, EcoDistricts AP

Senior Engineer / Practice Leader

EDUCATION

M.S., Civil & Environmental Engineering, University of Vermont

B.S., Biosystems Engineering, Michigan State University

WORK HISTORY

Year with Biohabitats: 13, Total years: 22

SELECT PROJECT EXPERIENCE

Brisbane Baylands, Brisbane, CA

The Summit Bechtel Family National Scout Reserve, Fayette County, WV

Oregon State University, Cascades Campus Long Range Development Plan, Bend, OR

Chatham University, Eden Hall Campus Master Plan Wastewater, Pittsburgh, PA

AFFILIATIONS

United States Green Building Council

International Living Future Institute (ILFI)

Pete Muñoz is Senior Engineer and Practice Lead at Biohabitats. Based out of the Cascadia Bioregion office in Portland, Oregon, he works around the globe helping to implement nature-based solutions that promote healthy communities, resilient infrastructure, & ecological complexity. Pete is a licensed engineer in at least 15 states and has helped connect communities through appropriate ecological systems and dynamic water infrastructure. He has been involved in hundreds of projects involving wastewater treatment, stormwater management, rain harvesting, environmental remediation, and watershed restoration with a focus on balancing the water/energy/food/ecology nexus. He has over two decades of water infrastructure experience with a special emphasis on utilizing natural treatment components, such as constructed wetlands, sand filters, and solar aquatic systems.

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

PROVOST & PRITCHARD CONSULTING GROUP

Subconsultant providing infrastructure design and financing services and CEQA-readiness planning.

Provost & Pritchard Consulting Group provides engineering, planning, infrastructure and utility design, street design, and other services in support of creating healthy, resilient places at scales ranging from a single site to ecological regions. **Provost & Pritchard has worked extensively throughout Mariposa County and directly with the Mariposa County** and brings a thorough familiarity of regional and site issues to bear on the Phase IV area. Their efforts on the project will include infrastructure and utility design and financing strategy, street and circulation planning, and general support for natural system services and ecological restoration on and around Phase IV. As seasoned land use consultants in California, Provost & Pritchard will document the Project's applicable considerations under CEQA.

In 1968, Provost & Pritchard Consulting Group began a tradition of engineering excellence in the San Joaquin Valley. Over the course of more than 50 years, Provost & Pritchard has grown in staff size, services offered, and breadth of areas served with seven office locations throughout California. With over 200 employees, our staff is **diverse in their specialties, including civil and agricultural engineers, hydrogeologists, environmental specialists, planners, land surveyors**, construction managers and field representatives, and support personnel.

Our range of services includes:

- Civil Engineering
- Surveying
- Contract District & City Engineers, Planners and Surveyors
- Municipal staff augmentation - plan review and design
- Site grading and drainage design
- Master planning for phased development
- Environmental Services
- Municipal infrastructure design
- Water and Wastewater Treatment
- Parking lot design
- On- and off-site utility design, connection, and relocation
- Street design, signing and striping
- Right-of-way coordination
- Construction management

Since the beginning, Provost & Pritchard has worked with our clients to ensure seamless progression for their projects. Whether big or small, Provost & Pritchard consistently works to bring each project to a successful completion.

Michael Osborn, PE

Senior Engineer

EDUCATION

B.S. Civil Engineering, California Polytechnical State University, San Luis Obispo

Caltrans Local Assistance Resident Engineer Academy

WORK HISTORY

Year with Provost & Pritchard: 7, Total years: 21

SELECT PROJECT EXPERIENCE

Street Reconstruction of Various Streets, Mendota, California

Courthouse Park Transit Center Improvements Project, City of Fresno, California

Mendota Elementary Pedestrian Improvement Project, Mendota, California

Fulton Mall Reconstruction Project, City of Fresno, California

Tracts 5531 & 6124 - Centex Homes (now Pulte Group), Fresno, California

Cultural Arts District Park, City of Fresno, California

LICENSURE AND CERTIFICATION

Civil Engineer, California #66022

LEED-AP, 2009

Michael Osborn is a senior engineer at Provost & Pritchard. With over 20 years of engineering experience, Mr. Osborn has been involved in a variety of public works, residential and commercial development, and educational facility projects. His areas of expertise include site grading design, Americans with Disabilities Act (ADA) site accessibility design and assessment, stormwater management, storm drainage, sanitary sewer systems design, street design, and site development.

Attachment: SERA_opt (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Michael Taylor, PE

Principal Engineer

EDUCATION

M.S. Civil Engineering, California State University, Fresno

B.S. Civil Engineering, University of California, Davis

WORK HISTORY

Year with Provost & Pritchard: 37, Total years: 37

SELECT PROJECT EXPERIENCE

Mariposa Public Utility District, Wastewater Treatment Plant Upgrade and Expansion Project, Mariposa, California

Water and Sewer Facilities Improvements, Apple Tree Inn, Yosemite West Subdivision, County of Mariposa, California

Yosemite West Wastewater Treatment Plant, County of Mariposa, California

Upper Pines Campground, Architectural Resources Group, Yosemite National Park

LICENSURE AND CERTIFICATION

Civil Engineer, California #39961

Civil Engineer, Oregon #18039

Civil Engineer, Arizona #53830

Michael Taylor is a principal engineer at Provost & Pritchard with over 35 years of engineering experience. He supervises projects related to municipal infrastructure including water treatment and distribution, wastewater collection treatment and disposal/reclamation, and storm drainage. He has participated in several water conservation projects for agricultural and municipal areas, and has served as project manager on projects funded by various agencies including the U.S. Economic Development Administration (EDA), U.S. Department of Agriculture – Rural Development, California Department of Water Resources (DWR), Department of Corrections, State Water Resources Control Board (SWRCB) – Small Community Grant, and the Department of Housing and Urban Development (HUD) also known as the Community Development Block Grant (CDBG) program.

Mr. Taylor serves as the district engineer for Caruthers Community Services District, Pixley Public Utility District, and Malaga County Water District.

Sara J. Allinder, AICP

Principal Planner

EDUCATION

Master of City and Regional Planning, California State Polytechnic University, San Luis Obispo

B.A., Liberal Arts, Major Emphasis: Environmental Science, University of California, Riverside

WORK HISTORY

Year with Provost & Pritchard: 3, Total years: 20

SELECT PROJECT EXPERIENCE

General Plan Update, City of Fowler, California

Agricultural Mitigation Program Feasibility Study, City of Visalia

Traffic Calming and Safety Enhancement Plan, City of Parlier, California

General Plan Update (Focused), City of Taft, California

General Plan Strategic Implementation Work Plan, County of Mariposa, California

LICENSURE AND CERTIFICATION

American Institute of Certified Planners (AICP), 2003, #018445

Sara Allinder, AICP, is a Principal Planner with Provost & Pritchard who has 20 years of experience in both current and long-range planning. During her career she has been involved in and led the development of multiple general plan and development code updates. She has also provided contract staffing services for numerous local planning agencies, including preparation of environmental documents, and understands how the policies and regulations developed through general plans and zoning codes are implemented at the counter every day.

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LIVE OAK ASSOCIATES

Subconsultant providing ecological assessment and CEQA-readiness planning.

Live Oak Associates, Inc. is a State of California registered small business with over 25 years experience providing ecological consulting through the West from their offices in Oakhurst, San Jose, and Truckee. Live Oak Associates is deeply familiar with the Mariposa Creek Parkway area through **their work on the Creek Master Plan and Creek Restoration Project**, and will provide rigorous ecological assessments and recommendations to incorporate natural systems into the Phase IV site along with providing guidance on next steps to analyze the site through full CEQA review.

Our staff includes scientists who are recognized experts in their areas of study, skilled field biologists with specialized survey and monitoring experience with a range of taxa, capable field assistants, a team of experienced project managers, and invaluable support staff.

Our clients include city and county governments, water districts, Native American tribes, planning firms, and private developers, among others. We frequently support projects with federal agency involvement, in some cases working directly for federal agencies and in other cases navigating our clients through federal consultations and permitting.

Our clients depend on us for accurate data collection, sound scientific analysis, compliance support and professional document preparation in order to **protect sensitive biotic resources and meet environmental regulatory requirements**. Our scientific and regulatory expertise enable us to guide projects through all stages of environmental planning and compliance, from CEQA/NEPA review through permit acquisition, mitigation, resource monitoring, and ultimately, successful project development.

As a DBE firm, Live Oak Associates will lead portions of the site's ecological inventory, environmental opportunities and constraints assessment, and key pieces of the CEQA-readiness action plan. Their services will be compensated in the estimated amount of $22,006.

Austin Pearson

Vice President, Staff Ecologist

EDUCATION

B.S. Biology, California State University, Fresno

WORK HISTORY

Live Oak since 2013 other firms since 1997

SELECT PROJECT EXPERIENCE

Mariposa Creek Parkway Restoration (2021)

Mariposa Creek Parkway Master Plan (2020)

Tule River Parkway Phase III Trail (Ongoing)

Berkeley-Tuolumne Camp Master Plan (In construction)

River Vista Public Access Project (2015

AREAS OF EXPERTISE

Wildlife/habitat relationships, fairy shrimp and tadpole shrimp surveys, survey techniques, threatened and endangered species, and environmental regulations/ permitting (CEQA, NEPA, FESA, CESA, CWA)

Mr. Pearson is a graduate of CSUF's Biology Program who focused his studies in ecology. Prior to finishing his B.S. in biology, Mr. Pearson worked for the California Department of Fish and Game as a Scientific Aide where he performed surveys for sensitive fish, amphibian, and avian species such as California roach, hardhead, foothill and mountain yellow-legged frogs, Yosemite toad, California tiger salamander, spotted owl, great gray owl, goshawk, and willow flycatcher. He also established and maintained camera stations for fisher and wolverine.

During his time with Sierra Research Laboratories, he performed several studies testing and observing the effects of various compounds on urban invertebrate species. He gained a breadth of experience in experimental design and implementation, as well as data analysis.

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Jeff Gurule

Senior Project Manager, Staff Ecologist

EDUCATION

B.A. Environmental Science, University of California, Berkeley

WORK HISTORY

Live Oak since 2005 other firms since 1990

SELECT PROJECT EXPERIENCE

Mariposa Creek Parkway Restoration (2021)

Mariposa Creek Parkway Master Plan (2020)

Berkeley-Tuolumne Camp Master Plan (In construction)

Jacalitos Creek Bridge Replacement (2017)

800-acre Constraints Map, Mariposa County (2019)

VALID PERMITS

USFWS Branchiopod Recovery Permit (Permit No TE168924-1)

CDFW Scientific Collection Permit

CDFW Level II Blunt-nosed Leopard Lizard Surveyor

As a staff member of Live Oak Associates, Inc., Mr. Gurule has provided consulting services for biological resources in California for 16 years. During that time he has managed numerous projects throughout Central California that require the evaluation of habitat for special status species, the analysis of environmental impacts, and the development of appropriate mitigation measures consistent with the biological resource requirements of CEQA and NEPA. He has also assisted clients in obtaining permits from the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, and Regional Water Quality Control Board. Among his ongoing projects, he manages vernal pool habitat monitoring for the Kennedy Table Conservation Bank and Drayer Conservation Bank. His field experience also includes numerous botanical and wildlife surveys covering rare plants, birds, San Joaquin kit fox, riparian brush rabbit/wood rat, herps, branchiopods, and valley elderberry longhorn beetle (elderberry).

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THANK YOU

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304 12TH STREET, SUITE 3A, OAKLAND, CA 94607 | T: 510.480.4988 | SERADESIGN.COM

AGREEMENT FOR COMMUNITY PLANNING AND DESIGN SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of December 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and SERA Design and Architecture, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or February 28, 2024, whichever is earlier.

2. SERVICES

Contractor shall perform community planning and design 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 $460,000.00. Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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limit shall be twice the required occurrence limit. Limit requirements can be satisfied with a combination of primary and excess policies.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, except for Professional Liability (Section 4.A.(4)) and Subcontractors will secure no less than $1,000,000 per claim or occurrence, $1,000,000 aggregate. 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, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, to the extent caused by the negligent acts or omissions or intentional acts of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence of willful acts. Contractor has no obligation to pay for any defense costs prior to a determination of liability.

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)

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

CONTRACTOR:
Matthew C. Arnold, Principal, Director of Urban Design and Planning
338 NW 5th Avenue
Portland, OR 97209

COUNTY:
Mikey Goralnik, Community Design and Development Planner
PO Box 2039
Mariposa, CA 95338

12. STANDARD OF CARE

Contractor shall provide all services consistent with the skill and care ordinarily provided by other members of the same profession in the same or similar locality under the same or similar circumstances. Any representation by Contractor, or statement of duty or commitment with respect to the Contractor's performance of services that may be construed as a warranty or guaranty, is not a warranty or guaranty, but is an obligation of the Contractor to comply with the Standard of Care in order to endeavor to satisfy the representation, or statement of duty or commitment.

13. COMPLIANCE

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

14. PUBLIC RECORDS ACT

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

15. ENTIRE AGREEMENT AND MODIFICATION

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

16. 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.

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

17. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

18. 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.

19. DISPUTES

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

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

20. CAPTIONS

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

21. 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.

22. MANDATORY AND PERMISSIVE

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

23. 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.

24. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

25. 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.

26. CONTROLLING LAW

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

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

27. AUTHORITY

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

28. 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.

29. 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.

30. 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 the Standard of Care in Section 12 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.

31. FUNDING AVAILABILITY

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

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

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Mariposa County Local Transportation Commission	Matthew C. Arnold, Principal, Director of Urban Design and Planning SERA Design and Architecture, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel
_____	_____

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Exhibit A
SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Task 1.01: Scoping and Workplan Finalization: As the initial task, SERA will lead the consultant team and coordinate with the County to prepare additional detail, schedule, deliverables itemization, and responsibilities for the Project work. This treats the Approach submitted in the Proposal as the framework for the Scope but as subject to change as part of Task 1.01. It is further understood that the Final Project Scope and Workplan determined in this task will be revisited and reconfirmed by SERA and the County at the conclusion of each work phase and/or completion of milestone deliverables.

Task 1.02: Ongoing Project Management: Tasks throughout the Project include regular Project Management Team meetings, notes, and action items; schedule and deliverables oversight; and monthly invoicing.

Meetings

- Consultant and County meetings as necessary to refine and finalize Scope
- Project Management Team on-going meetings (up to 48 meetings)

Deliverables

- Final Project Scope and Workplan
- Consultants shall prepare meeting agendas and summary notes to distribute to the PMT
- County staff to prepare, and Consultants to advise on, Steering Committee composition, charter, and project role.

The scope framework below is subject to change and will be refined and finalized through Task 1.01: Scoping and Workplan Finalization at the outset of the Project. Accordingly, the schedule and Exhibit B: Budget issued in SERA's Proposal are also subject to change and finalization during the Task 1.01 exercise.

TASK 2: COMMUNITY ENGAGEMENT PLAN

Task 2.01: Prepare Community Engagement Plan: SERA and Biohabitats will work with County staff and Steering Committee members to prepare the Engagement Plan to be utilized throughout the project duration. This Plan will identify community and stakeholder partners; define outreach methods; anticipate key questions and concepts needing review; and establish responsibilities for various project team members. This step will also set up the actions the Consultant and County will take in upcoming tasks to specifically conduct outreach on and set goals for environmental justice, resiliency, and equity to be supported through Phase IV planning.

Meetings:

- Community Engagement Planning Meeting

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

- Steering Committee Review Meeting on Draft Community Engagement Plan

Deliverables:

- Draft Community Engagement Plan
- Final Community Engagement Plan

TASK 3: INVENTORY AND ANALYSIS

Task 3.01: Site Visit + Inventory: Data gathering will commence with a site visit and observational inventory, noting any perceived concerns and highlighting key assets. Supplemental research will include gathering base mapping data as well as additional historical and cultural information that will enrich the design narrative.

Live Oak Associates will conduct a reconnaissance-level field survey within and adjacent to the project area. This work will be conducted at a level of effort sufficient to verify background information gathered prior to the survey and to identify 1) the existing ecological conditions of the project area, including land uses and biotic habitats, constituent plants and animals, potential jurisdictional waters, and habitat suitable for special status species; 2) the biological regulatory constraints associated with project development; and 3) possible restoration opportunities to enhance the riparian corridor.

The engineers at Provost & Pritchard will note elements of storm drainage, flood control, existing water, wastewater and dry utilities, slope failures, pavement conditions, and circulation.

Task 3.02: Regulatory, Physical, and Infrastructure Context: In this task we will document existing conditions and identify opportunities and constraints towards fulfilling a wide variety of potential uses and site designs. We will prepare this deliverable to organize land use, environmental, and development regulations; comprehend the full 187 acres for terrain, ecology, access, views, natural hazards, and other physical factors; and observe possible tie-ins to existing infrastructure as well as new systems (especially green infrastructure) that will be necessary for Phase IV site development.

Provost & Pritchard has a long history of working with Mariposa Public Utility District (MPUD) staff for mapping and improvements to their water and wastewater systems serving the town of Mariposa. They will draw off this knowledge and understanding of the existing infrastructure and relationships with staff to compile information on planned improvements, known deficiencies and mapping of the utility systems within the project area. The team will determine agencies with jurisdictional authority over the plan area to compile a list of stakeholders, partners, and future regulatory permits.

Task 3.03: Market Conditions Study: EPS will review existing socioeconomic trends and projections and other relevant studies documenting existing demographic, employment, and economic conditions to gain an understanding of local dynamics that will influence demand for development in the project area. EPS will evaluate real estate market dynamics of the local economy through data collection of market performance metrics (inventory, absorption, lease rates, vacancy rates, etc.) for identified land uses.

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

The local economic framework will be compared with data from the larger regional context to illuminate potential opportunities and challenges.

EPS will ensure a thorough understanding of existing market conditions using a variety of resources including field research, proprietary data, published data, and interviews with key actors in the marketplace. EPS will synthesize information gathered to formulate findings regarding potential development prospects in the local market. EPS anticipates identifying specific land use markets such as market-rate and affordable housing, retail, and office. Alternative land uses may be chosen although this scope of work envisions an evaluation of no more than three land uses.

Task 3.04: Existing Conditions and Opportunities + Constraints: Processing the observed
information and amalgamating it with other data points (such as terrain, access, potential program, and ecological factors) will allow the SERA team to identify the strengths and limitations of the site for development and support for continued investment in regional amenities including the Creek Parkway that is intended to run through the area. This analysis will serve as the foundation for the conceptual studies to follow and will be referenced throughout the design process.

Support from Live Oak Associates will report on the project site's ecological conditions, associated constraints, and opportunities for innovative and impactful restoration improvements. Provost & Pritchard will provide further documentation of site terrain, natural drainage courses, and wetlands in addition to assessing potential connection points to the local and State street network and routing potential for a variety of active, transit, and vehicular modes. Biohabitats will contribute their restorative ecosystem thinking to assessing how the design team can be intentional in linking development concepts with best practices for ecological performance.

Task 3.05: Draft Existing Conditions and Context Report: The SERA team will submit the findings of the above Task 3 studies in a draft Report for County consideration and review. We will also prepare certain materials, such as basemaps and photo catalogs, for use in concept development and community engagement activities.

Task 3.06: Final Existing Conditions and Context Report: Following County review, the SERA team will finalize the Report as both a stand-alone document to be included in the Final Plan appendix and as summary information to include in upcoming steps and the Final Plan main document.

Meetings:

- PMT + Expanded group meeting to review initial Existing Conditions and Context Report outline
- Site Tour attended by County staff, Steering Committee Members, and Consultant Team.
- (Anticipated site tour in March or April 2022 to seek good weather)

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

- To-be-determined meetings on-site with site and topic experts as needed to inform inventory and
- analysis
- PMT + Expanded group meeting to review Draft Existing Conditions and Context Report

Deliverables:

- Draft Existing Conditions and Context Report including sections on:
- Regulatory context (plan review, current investment strategies, and CEQA applicability)
- Physical environment (ecology, habitat, topography, hydrology, soils, and cultural history)
- Infrastructure (roads, site access, trails, utility access, and related)
- Market Conditions Study (general demographics, economic conditions, and development assessment
- of housing, retail, office, civic, and other uses)
- Final Existing Conditions and Context Report including Opportunities & Constraints Map(s)

TASK 4: GOAL SETTING AND EXPRESSING PRIORITIES

Task 4.01: Outreach on Vision for Phase IV Experiences, Aesthetics, and Land Uses: SERA and Biohabitats, with significant County support and coordination, will conduct outreach (as defined in the Community Engagement Plan) to hear from people about their needs and wants from the site and how it can function as both a unique neighborhood and a coherent place in the Creek Parkway corridor and the town of Mariposa. SERA and Biohabitats are experienced in using boh inperson and virtual discussion sessions, design workshops, backcasting exercises, and placemaking inspiration to gather a wide range of voices. We anticipate joining Creek Week 2022 for on-site activities, and preparing a range of in-person, analog, and digital opportunities to shape the vision.

Task 4.02: Define Project Goals, Objectives, and Evaluation Criteria to Inform Concept Design:
From the input gathered, SERA and Biohabitats will work with the County and our full consultant team to establish goals, development objectives,and criteria for weighing the potential impacts of different site design, infrastructure, and ecological concepts. We will meet with the Steering Committee to review our draft conclusions, and factor in their input and guidance.

Task 4.03: Prepare Resilience, Environmental Justice, and Equity Strategy:
Developing these principles for the site warrant focused community input and strategizing. Resilience, environmental justice, and equity are core tenets of adaptable, regenerative development because they emphasize the role people play in building and maintaining a community that serves everyone. We will use these three topics to structure

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

visioning input, and will conduct specific events and outreach to define and strategize for resilience, environmental justice, and equity outcomes.

The Phase IV area is expected to provide a wide variety of uses and serve a diverse group of residents, workers, and visitors alike. Biohabitats' particular contributions to this task will help the team and community understand and incorporate the ecological and experiential benefits of open and wild spaces to flora, fauna, and people alike, and to emphasize the synergies between economic, environmental, and health impacts of thriving natural settings.

Meetings:

- PMT + Expanded meeting to kick-off community engagement process and begin preparing
- Community Engagement Plan
- Steering Committee meeting to review community engagement approach
- Steering Committee goal- and priority-setting workshop (potentially in-person during Creek Week)

Deliverables:

- Materials to support community engagement activities in-person, in virtual live events, and
- through asynchronous activities
- Summary of Initial Community Engagement findings including Vision, Goals, Objectives, and
- Evaluation Criteria
- Subsection of the Summary to include the Resilience, Environmental Justice, and Equity Strategy

TASK 5: CONCEPTUAL SITE PLANNING AND IMPACT ANALYSIS

Task 5.01: Prepare 2-4 Preliminary Site Design Alternatives: The SERA Team will document various approaches to meeting the land-use vision for the site by using illustrative, narrative, pictorial, and analytical methods to describe the experience, opportunities, and impacts of the site development alternatives. We recommend beginning the Alternatives creation with a design charrette (in-person if possible; virtual if health requirements dictate) to convene project partners in a collaborative creative process where design, economics, governance, development, and community stakeholders may directly influence numerous stages of alternatives creation.

Task 5.02: Conduct Alternatives Analysis: The SERA Team will conduct analyses of the alternatives using confirmed evaluation criteria and other factors in the areas of Economic, Program-Support, Environmental, Infrastructure, Mobility, Resiliency, Environmental Justice, Equity, and Community Character. We understand that different audiences will be interested in a multitude of factors about the alternatives and we will seek to describe each in ways that resonate with a variety of people, from those who want

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

to know about potential housing development and community trails, to those who need to assess how infrastructure investment can be constructed and financed.

The team will prepare static or multi-year development pro formas to analyze a variety of use mixed and phasing timelines. We will iterate analysis and concept refinement to balance the most feasible program and timeline, and to reduce negative fiscal impacts while identifying necessary infrastructure and its financing mechanisms. We will also simultaneously plan for green infrastructure systems and nature-based ecological solutions that promote adaptability over time, resiliency, and the ability to scale and shift based on development phasing outcomes.

Task 5.03: Community Review of Alternatives: The SERA team will lead the preparation of materials and community engagement techniques, with the guidance and support of County staff, the Board of Supervisors, LTC, and the Steering Committee. Engagement methods will be innovative and inclusive to provide opportunities for a wide variety of community members to comprehend the alternatives and weigh in on their opinions of their strengths and weaknesses. Engagement techniques will blend in-person and digital methods and can adapt to health considerations at the time of the activities.

Meetings:

- Steering Committee meeting to review Alternatives creation process. The Steering Committee
- meeting could occur as part of the design charrette described in Task 4.01
- Design Charrette (on-site or virtual)
- Steering Committee review of draft Alternatives prior to community engagement
- Events to conduct community engagement

Deliverables:

- Assembly of design charrette materials and associated community engagement materials
- Charrette facilitation materials (if so desired as part of the project scope)
- Documentation of 2-4 alternatives and analyses
- Formatting of alternatives for community engagement use
- Summary of community engagement input

TASK 6: PREFERRED SITE PLAN

Task 6.01: Select Preferred Alternative Based on Analysis and Community Input: The SERA team will summarize and synthesize input received from many parties and will prepare an evaluation of the alternatives that reflects quantitative and qualitative strengths and weaknesses of the options. The Consultants and County staff will prepare a summary of the alternatives evaluation and a provisional recommendation for review by the Steering Committee. We will track input received and the decision basis in a section of the Draft and Final Plans.

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Task 6.02: Prepare Preferred Alternative Site Plan and Analysis: Based on input received during the preceding task, the SERA team will document the preferred alternative via updates to existing drawings and summaries and new illustrations and analyses as needed to describe additional information and answer any questions submitted by the Steering Committee or other groups.

Meetings:

- PMT + Expanded workshop to review community input and select a provisional preferred
- alternative
- Steering Committee review of preferred alternative design and analysis

Deliverables:

- Documentation of preferred alternative

TASK 7: PLAN IMPLEMENTATION PROGRAM

Task 7.01: Prepare Implementation Case Studies: The Consultant team will assemble case studies that describe successful examples of implementing comparable site designs, land uses, infrastructure provision, ecological restoration, mobility improvements, and other type projects.
Many of these case studies will be drawn from the Consultant team's own project experience

Task 7.02: Prepare Project Implementation Action Plan: We will begin structuring the
implementation action plan section of the Plan concurrently with Task 5 Conceptual Site Planning. This will give us an action plan framework to continually vet the alternatives against. The Action Plan will describe next steps for project financing, regulatory controls, public and private investment, CEQA-readiness, developer recruitment, and other foundational steps. Water demands and wastewater generation numbers will be developed from proposed land uses. Similarly traffic generation numbers and primary access needs will be looked at to develop recommendations for potential phasing of infrastructure improvements to minimize initial costs of development without limiting services.

Task 7.03: Prepare CEQA Applicability Assessment and Action Plan: Live Oak Associates and Provost & Pritchard will lead the team in preparing the CEQA Applicability Assessment and Action Plan. This task is not a full CEQA analysis, but instead will produce a preliminary list of key impacts and an action plan for the County and partners to consider related to the 18 core CEQA categories, which range from land use to biological resources to utilities and system services. The overlap of the Phase IV site with Mariposa Creek is one particular consideration likely to warrant further review. Needed studies could include an aquatic resources delineation, rare plant surveys, and focused surveys for various sensitive wildlife species.

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Task 7.04: Prepare Plan Financing Strategy: EPS will lead the Team in preparing a public facilities financing strategy that outlines the financing tools and techniques that will be used to fund the backbone infrastructure and public facility improvements required to serve the preferred development alternative. After the County and Team coordinate to identify core infrastructure, public facilities, and environmental mitigation programs, we will assemble this information into an infrastructure and public facility cost schedule suitable for analytical purposes.

We will consider for inclusion all currently available sources of funding for capital improvements, including planned general obligation and revenue bond issues, existing fees, and other funding sources. We will also evaluate other financing mechanisms that may include: development impact fees; special assessments and taxes (e.g., Mello-Roos Community Facilities Districts [CFDs]; infrastructure loans; an Enhanced Infrastructure Financing District [EIFD]; Federal, State, and local grant opportunities; and private contributions and exactions.

Our Team will select financing mechanisms for the project based on several considerations, including: the County's financing principles; short- and long-term financial impacts to the County and other affected parties; statutory and legal considerations; the phasing of public improvements; commitments regarding the availability of public-sector funding; negotiation-based preferences of stakeholders; and other factors. The financing strategy will include detailed steps for implementation, including identified partners and methods for securing necessary funding.

We will prepare a Preliminary Draft Financing Strategy report for County and internal review. We will incorporate any necessary revisions and prepare an updated Public Review Draft Financing Strategy to support outreach efforts.

Task 7.05: Conduct Community Engagement: Preferred Concept and Implementation Actions -
SERA will lead the Consultant team and collaborate with County partners to present the preferred alternative and draft implementation actions to the community. This will help interested parties better understand the What, How, Who, and When of the proposed site development. Additionally, as this could be a multi-decade implementation effort, this outreach will help build community awareness and momentum towards immediate actions people can take to begin enlivening the site through creek restoration, recreation opportunities, and quick placemaking efforts. If appropriate, we can coach and prompt Steering Committee members and others in the community to lead certain presentations and collaboration discussions, especially if we use on-site workshops during any concept preparation steps.

Meetings:

- Steering Committee meeting to review Plan Implementation Program creation process.
- PMT + Expanded review of draft Plan Implementation Program prior to community engagement

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

- Events to conduct community engagement

Deliverables:

- Prepare draft Plan Implementation Program (including Case Studies, CEQA-Readiness
- Assessment, and Financing Strategy reports) for client review
- Revisions to draft Plan Implementation Program for community engagement use
- Summary of community engagement input
- Revisions and preparation of final Plan Implementation Program

TASK 8: DOCUMENT PRODUCTION AND ADOPTION

Task 8.01: Preparation of Draft Plan: The Consultant team will assemble project materials into a clear and organized Plan that describes process, decisions, and actions. The Plan will include design, policy, and investment recommendations that can be adopted by the County if so desired, and will include appendices of project studies, reports, community input, and other supporting information. We will prepare the Plan using desktop publishing software that can be transferred to the County at the end of the project for any further updates and maintenance.

Task 8.02: Facilitated Review of Draft Plan with Steering Committee and Caltrans: The SERA team and County staff will distribute the draft Plan to several overseeing committees and agencies for their review of the content and fulfillment of the grant-funded project requirements. The County will collect and return comments to the Consultant.

Task 8.03: Edits and Delivery of Final Plan: The SERA will lead, and the County will review, edits to the Plan and delivery of the Final document.

Task 8.04: Adoption Support (as needed): The County Planning Commission may choose to formally adopt the Plan. County staff will lead this effort and the SERA team will provide basic support and attendance at hearings as needed.

Meetings:

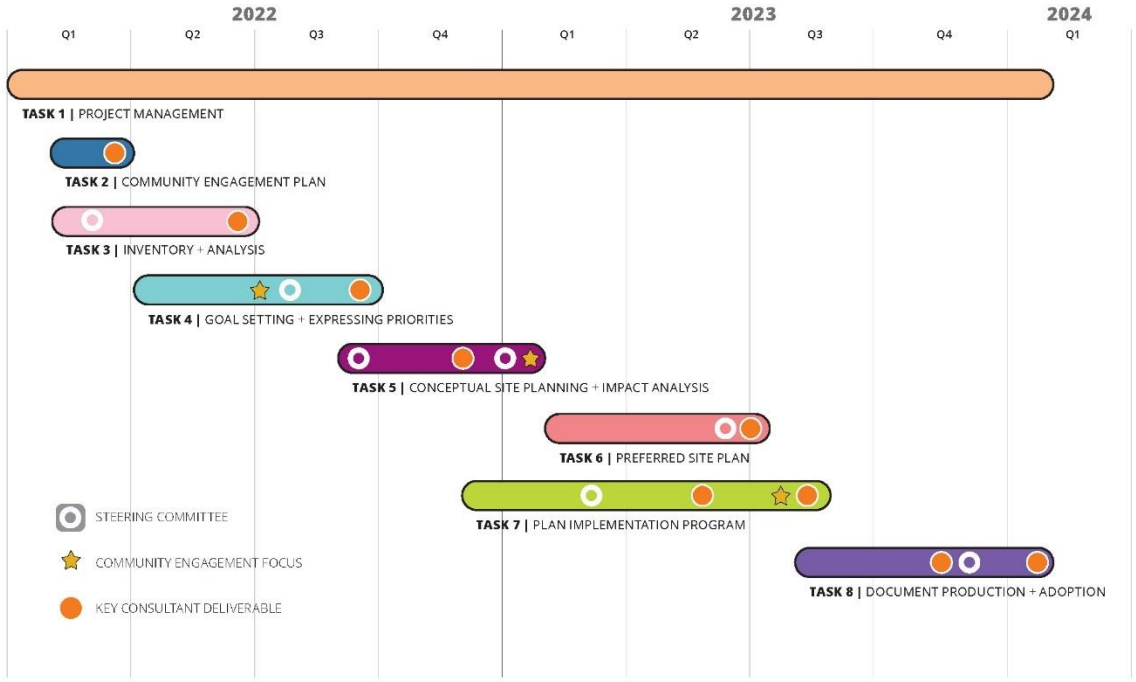
- Steering Committee and Caltrans review of Draft Plan

Deliverables:

- Draft Plan
- Final Plan
- Material and meetings to support Plan adoption (as needed)

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

SCHEDULE



Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Exhibit B
COST PROPOSAL

PROJECT PROPOSAL

BUDGET SUMMARY

TASK + *SUBTASKS*	LEAD	SUPPORT	TASK BUDGET
TASK 1 | PROJECT MANAGEMENT			**$35,846**
1.01 Ongoing Project Management	*SERA*	*All Others*	$35,846
TASK 2 | COMMUNITY ENGAGEMENT PLAN			**$3,486**
2.01 Prepare Community Engagement Plan	*SERA*	*BH*	$3,486
TASK 3 | INVENTORY + ANALYSIS			**$110,216**
3.01 Site Visit + Inventory	*SERA*	*BH, P&P, LOA*	$24,314
3.02 Regulatory, Physical, and Infrastructure Context	*SERA, P&P, LOA*	*BH*	$28,294
3.03 Market Conditions Study	*EPS*	*SERA*	$20,116
3.04 Existing Conditions and Opportunities + Constraints	*SERA*	*All Others*	$21,884
3.05 Draft Existing Conditions and Context Report	*SERA*		$10,538
3.06 Final Existing Conditions and Context Report	*SERA*		$5,070
TASK 4 | GOAL SETTING + EXPRESSING PRIORITIES			**$33,304**
4.01 Outreach on Vision for Phase IV	*SERA, BH*	*P&P*	$16,212
4.02 Define Project Goals, Objectives, and Evaluation Criteria	*SERA*	*EPS, BH*	$5,933
4.03 Prepare Resilience, Environmental Justice, and Equity Strategy	*SERA*	*BH, P&P*	$11,159
TASK 5 | CONCEPTUAL SITE PLANNING + IMPACT ANALYSIS			**$87,350**
5.01 Prepare 2-4 Preliminary Site Design Alternatives	*SERA*	*BH, P&P*	$47,692
5.02 Conduct Alternatives Analysis	*SERA, EPS, BH*	*P&P*	$26,914
5.03 Community Review of Alternatives	*SERA*	*P&P*	$12,744
TASK 6 | PREFERRED SITE PLAN			**$29,197**
6.01 Select Preferred Alternative	*SERA*	*EPS, BH*	$9,045
6.02 Prepare Preferred Alternative Site Plan and Analysis	*SERA, EPS, BH*	*P&P*	$20,152
TASK 7 | PLAN IMPLEMENTATION PROGRAM			**$91,866**
7.01 Prepare Implementation Case Studies	*SERA, BH, EPS*		$25,918
7.02 Prepare Project Implementation Action Plan	*SERA, P&P, EPS*	*BH, LOA*	$10,406
7.03 Prepare CEQA Applicability Assessment and Action Plan	*LOA, P&P*	*SERA*	$9,891
7.04 Prepare Plan Financing Strategy	*EPS*	*SERA*	$40,276
7.05 Conduct Community Engagement - Preferred Concept and Implementation Actions	*SERA, BH*	*P&P*	$5,375
TASK 8 | DOCUMENT PRODUCTION + ADOPTION			**$51,013**
8.01 Preparation of Draft Plan	*SERA*		$29,426
8.02 Facilitated Review of Draft Plan with Steering Committee and Caltrans	*SERA*		$3,853
8.03 Edits and Delivery of Final Plan	*SERA*		$12,316
8.04 Adoption Support (As Needed)			$5,418
EXPENSES			**$17,722**
		TOTAL	**$460,000**

26 MARIPOSA CREEK PARKWAY PHASE IV SPECIAL AREA PLAN | SERA DESIGN & ARCHITECTURE, INC.

Attachment: 211210 Professional Services Agreement (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

DEPARTMENT OF TRANSPORTATION
DISTRICT 10
P.O. BOX 2048, STOCKTON, CA 95201
(1976 E. DR. MARTIN LUTHER KING JR. BLVD. 95205)
PHONE (209) 948-7325
FAX (209) 948-7164
TTY 711
www.dot.ca.gov

Making Conservation a California Way of Life.

October 12, 2020

Ms. Sarah Williams
Director of Planning
Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338

Dear Ms. Williams

The California Department of Transportation (Caltrans) is pleased to inform MCLTC that Conditions of Grant Acceptance have been met and work for the below Transportation Planning grant is authorized to begin effective October 12, 2021.

Grant/Fund Source	
Grant Fiscal Year (FY)	2021-2022
Work Element#	Work Element 9
Project Title	Phase IV Mariposa Creek Parkway Special Plan
Grant Award	$460,000
Local Match	$59,598.00
Total Project Amount	$519,598.00
Grant Expiration Date	February 29, 2024 - Time extensions are not allowed
Final Invoice Due	April 29, 2024

As a reminder, MCLTC is responsible for satisfying local match commitments in the amount shown above that is required with every invoice or request for reimbursement.

Attachment: 10-12-21 Revised NTP MCLTC WE 9 MPA Parkway Phase IV (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

Please contact me, at 209-941-1982 to schedule an administrative kick-off meeting to discuss grant requirements and address any questions. I look forward to working with you and your staff on this important project.

Sincerely,

Lloyd Clark

Lloyd Clark
Transportation Planner
Rural Planning

c: Gilbert Valencia, Associate Transportation Planner, Office of Regional and Community Planning

Attachment: 10-12-21 Revised NTP MCLTC WE 9 MPA Parkway Phase IV (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3033	307	45352	Grant Revenue		($519,598)	
3033	307	60301	Local Transportation		$519,598	
TRANSFER BETWEEN FUNDS					**DEBIT**	**CREDIT**
					$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 with a budget unit;

JUSTIFICATION: Sustainable Transportation Planning Grant Program - Phase IV Mariosa Creek Parkway Special Plan

The county will be getting grant reimbursement. $460,000.00

Local Match Provided in Staff Time from Planning Department at 11.47% $59,598.00

DEPARTMENT HEAD _____ DATE 12/14/21

APPROVED BY RES NO. _____ CLERK _____ DATE _____

AUDITOR'S USE ONLY
BA#

Attachment: BAF - Grant - Phase IV Mariposa Creek Parkway Special Plan - Signed (LTC-2021-33 : Phase IV Special Plan Consultant Contract)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3033	307	45352	Grant Revenue *		($519,598)	
3033	307	60301	Local Transportation		$519,598	
TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
					$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 with a budget unit;

JUSTIFICATION: Sustainable Transportation Planning Grant Program - Phase IV Mariosa Creek Parkway Special Plan

***The county will be getting grant reimbursement.** **$460,000.00**

Local Match Provided in Staff Time from Planning Department at 11.47% $59,598.00

DEPARTMENT HEAD _____ DATE 12/21/2021

APPROVED BY RES NO. _____ CLERK _____ DATE _____

AUDITOR'S USE ONLY
BA#

Attachment: Amended BAF - Grant - Phase IV Mariposa Creek Parkway Special Plan - Signed - Rev 12-21-21 (LTC-2021-33 : Phase IV Special

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-688

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Update on Emergency Repair Work on White Rock Road

RECOMMENDATION AND JUSTIFICATION:
Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(c)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 14, 2021, an inspection occurred on a 10 ft x 10 ft box culvert located on White Rock Road approximately 0.40 miles north of the bridge across Mariposa Creek. The inspection revealed that there was extreme deterioration of the reinforced concrete structure and exposed steel throughout the concrete structure. The culvert posed a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property, or essential public services.

On November 2, 2021, pursuant to Resolution 2021-606, the Board authorized an agreement with Palmer Tractor for emergency repair work on the box culvert located on White Rock Road.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not review this action and determine, by a four-fifths vote, that there is a need to continue the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12436

MARIPOSA COUNTY

Public Works/Solid Waste · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-689

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Affirm an Exemption from Mandatory Organics Collection Services

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Affirming an Exemption from the Mandatory Organics Collection Services for Mariposa County.

Mariposa County is committed to meeting its solid waste diversion requirements through program implementation of its Source Reduction and Recycling Element of its Integrated Waste Management Plan. Senate Bill 1383 (SB 1383) requires that jurisdictions implement an organic waste collection program for residents and businesses by January 1, 2022.

Section 42689.8 of the Public Resources Code defines a rural county as a county that has a total population of less than 70,000 persons and includes a provision that allows the Board of Supervisors of a rural county to adopt a resolution exempting the county from the requirements of Article 3 of Title 14, Division 7, Chapter 12 of the California Code of Regulations (commencing with Section 18984) Organic Waste Collection Services.

Mariposa County does not have the existing infrastructure, composting or anaerobic facilities with the capacity to economically handle all the organic waste produced within the County. With the amount of organic waste generated in the County, it is not currently economically feasible to build sustainable processing facilities necessary to handle all the organic waste produced within the County, and with the distance to accessible processing facilities, it is not economically feasible for the County to require organics diversion at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has adopted a similar Resolution in the past to Affirm and Exemption form Mandatory Commercial Organics Recycling (Resolution No. 2015-92)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action; the County will be forced to invest in infrastructure improvements and administrative oversight of a Countywide mandatory organics collection program.

FINANCIAL IMPACT:
No Financial Impact

ATTACHMENTS:
Formal Resolution (PDF)
SB 1383 Jurisdiction Responsibilities - Informational Material (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Tom Sweeney, District II Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

RESOUTON 21-XXX

RESOLUTION TO THE BOARD OF SUPERVISORS OPTING TO AFFIRM AN EXEMPTION FROM THE REQUIRMENTS OF MANDATORY ORGANICS COLLECTION SERVICES

WHEREAS, Mariposa County is committed to meeting its solid waste diversion requirements through program implementation of its Source Reduction and Recycling Element of its Integrated Waste Management Plan; and,

WHEREAS, Mariposa County is committed to meeting its mandatory commercial recycling requirements, pursuant to PRC, Section 42649.3, through program implementation as clarified in the Model Mandatory Commercial Recycling Program for Rural Counties; and,

WHEREAS, Senate Bill (SB) 1383 (Lara, 2016) was signed into law and establishes methane emissions reduction goals of 50 percent in the level of the statewide landfill disposal of organic waste from the 2014 level by 2020 and 75 percent by 2025 and increase edible food recovery by 20 percent by 2025; and,

WHEREAS, the Department of Resources Recycling and Recovery (CalRecycle) developed regulations in Title 14 Natural Resources, Division 7, Chapter 12: Short-lived Climate Pollutants in the California Code of Regulations to implement the goals in SB 1383; and

WHEREAS, Chapter 12 Article 3 (commencing with Section 18984) Organic Waste Collection Services requires jurisdictions implement an organic waste diversion program that provides organic waste collection services to all businesses and residences; and

WHEREAS, Section 18984.12 (c) allows the Board of Supervisors of a rural county to adopt a resolution exempting the county from the requirements Article 3 based upon findings as to the purpose of and need for the exemption; and,

WHEREAS, Section 42649.8 of the Public Resources Code defines a rural county as a county that has a total population of less than 70,000 persons; and

WHEREAS, there are 19 counties in California with populations of less than 70,000 persons, which collectively represent only 2.0% of the statewide waste stream; and,

WHEREAS, organic waste generators within rural jurisdictions that meet the definition of "Rural Jurisdiction" in Section 42649.8 of the Public Resources Code that are exempted pursuant to paragraph (1) of subdivision (c) of Section 18984.12 are not required to comply with the organic waste collection requirements specified in Article 3; and,

WHEREAS, Mariposa County has a population of 17,131 persons, which is less than 70,000 persons, as of the California Department of Finance's most current population estimate; and,

WHEREAS, Mariposa County does not have the existing infrastructure, composting or anaerobic facilities, with the capacity to economically handle all the organic waste produced within the county; and,

WHEREAS, with the amounts of organic waste generated in Mariposa County it is not currently economically feasible to build sustainable processing facilities necessary to handle all the organic waste produced within the county; and,

Attachment: Formal Resolution (RES-2021-689 : Affirm an Exemption from Mandatory Organics Collection Services)

WHEREAS, with the amounts of organic waste generated in Mariposa County and the distance to accessible processing facilities, it is not economically feasible for the County to require organics diversion at this time; and,

WHEREAS, Mariposa County is committed to continue to pursue economically feasible alternatives for organics management; and,

WHEREAS, Mariposa County is committed to encourage businesses and residences to reduce and recycle organics materials; and,

WHEREAS, on December 31, 2026, this exemption shall become inoperative, unless subsequent legislation or department regulations or approvals extends the rural exemptions beyond that date, at which time portions of the county may qualify for the low population waiver (census tracts with less than 75 people per square mile).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County hereby chooses to exempt the County from the requirements of Article 3 of Title 14, Division 7, Chapter 12 of the California Code of Regulations (commencing with Section 18984) Organic Waste Collection Services.

BE IT FURTHER RESOLVED that the Board of Supervisors reserves the right to rescind this resolution at any time prior to the sunset date of December 31, 2026.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this XX day of XXXXX, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
RENE LaROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Formal Resolution (RES-2021-689 : Affirm an Exemption from Mandatory Organics Collection Services)

SB 1383 Jurisdiction Responsibilities

Jurisdictions should create an action plan that lays out a path to complying with the law. Implementing the law may require:

- Updating hauling contracts to reflect SB 1383 collection requirements
- Adopting an enforceable mechanism/ordinance for collection, recycling, and food recovery requirements
- Planning for rate increases to support new collection and recycling requirements and to fund a food recovery network
- Determining staff and funding needed to implement the law, including
    - Health inspections that could be addressed through a partnership with the county department of public health
    - Model ordinance implementation, which may require staff to modify the model ordinance for the jurisdiction, legal staff to review the ordinance, and presentations to city/county meetings for approval

SB 1383 specifically directs jurisdictions to conduct the following activities.

Collection

Jurisdictions are required to provide organic waste collection to all residents and businesses, which means providing service automatically and not relying on the generator to subscribe.

Additional Information

Collection

Collection Systems

Collection Contamination

Collection Contamination

- Beginning in 2022, SB 1383 requires every jurisdiction to provide organic waste collection services to all residents and businesses. This is what we refer to as automatically providing service, mandatory service, or universal service, in which the resident or business is automatically provided the service.
- The regulations standardize container colors across the state (to be fully implemented by January 1, 2036), and require a jurisdiction to place a label on each new container or lid provided to generators consistent with the container collection requirements (starting January 1, 2022).
- The regulations require contamination monitoring in curbside collection containers. Jurisdictions will typically delegate this task to their hauler.
- Jurisdictions can issue three types of waivers to generators:
    - De minimis
    - Physical space
    - Collection frequency
- CalRecycle can issue three types of waivers to jurisdictions that are eligible, which delay or exclude implementation of some of the requirements:

Attachment: SB 1383 Jurisdiction Responsibilities - Informational Material (RES-2021-689 : Affirm an Exemption from Mandatory Organics

- Low population
- Rural exemption
- Elevation waivers

Note: the regulations also place requirements on residents and commercial businesses.

Food Recovery

Jurisdictions are required to establish an edible food recovery program that recovers edible food from the waste stream. This includes:

- Assessing capacity of existing edible food recovery
- Establishing an edible food recovery program (and expanding existing infrastructure if necessary)
- Conducting inspections of:
  - Tier one commercial edible food generators and food recovery organizations and services beginning January 1, 2022
  - Tier two commercial edible food generators beginning January 1, 2024.
- Providing education and outreach

Additional Information

Food Recovery

Jurisdictions

Donors

Food Recovery Organizations

Education and Outreach

Jurisdictions are required to conduct education and outreach to all affected parties, including generators, edible food recovery organizations, and city/county department staff. This includes:

- Providing information on methods for the prevention of organic waste generation, recycling organic waste onsite, and sending organic waste to community composting
- Providing information to food donors regarding programs for the donation of edible food
- Providing materials in non-English languages so they are linguistically accessible to residents and businesses

Additional Information

Education

Attachment: SB 1383 Jurisdiction Responsibilities - Informational Material (RES-2021-689 : Affirm an Exemption from Mandatory Organics

Procurement of Recycled Organic Products

Jurisdictions are responsible for procuring recycled organic waste products like compost, mulch, renewable natural gas (RNG), electricity, and recycled-content paper and paper products. **Procuring does not necessarily mean purchasing.**

Additional Information

Procurement Web Page

Procurement Calculator

Organic Waste Product Requirements

Each jurisdiction will have a minimum procurement target for recycled organic waste products that is calculated based on its population.

CalRecycle will provide a calculator for a jurisdiction to use to calculate progress towards meeting their target.

CalRecycle will notify jurisdictions of their target Prior to January 1, 2022.

Jurisdictions may procure any combination of the following products to meet their target:

- Compost
- Renewable gas used for transportation fuels, electricity, heating applications, or pipeline injection
- Electricity from biomass conversion produced from organic waste

Recycled-Content Paper and Paper Product Requirements

All departments in a jurisdiction that make paper purchases will be required to purchase and keep purchase records for paper products that:

- Contain postconsumer recycled content
- Are recyclable

Capacity Planning

Jurisdictions are required to evaluate the jurisdiction's readiness and capacity to implement SB 1383, including organics collection and recycling and edible food recovery capacity.

Each county will lead this effort by coordinating with cities, special districts that provide solid waste collection services, and regional agencies located within the county.

Additional Information

Capacity Planning

Capacity Planning for Organic Waste Recycling

Capacity Planning for Food Recovery

Attachment: SB 1383 Jurisdiction Responsibilities - Informational Material (RES-2021-689 : Affirm an Exemption from Mandatory Organics

Enforcement

Starting January 1, 2022, jurisdictions are required to conduct inspections and enforce compliance with SB 1383. Jurisdictions are required to adopt an ordinance or enforceable mechanism consistent with SB 1383 requirements by January 1, 2022.

Additional Information

Model Ordinance

Jurisdictions must do an annual compliance review of commercial businesses to ensure they are subscribed to collection service. This requirement was previously established by California's Mandatory Commercial Organics Recycling law (AB 1826, Chesbro, Chapter 727, Statutes of 2014).

Jurisdictions may choose to combine edible food generator with existing health inspections, which may consolidate resources.

Jurisdictions using a 3- or 2-container organic waste collection service are required to monitor contamination.

Recordkeeping and Reporting

Jurisdictions are required to maintaining accurate and timely records of SB 1383 compliance and reporting.

To reduce reporting, jurisdictions are required to maintain records and keep information in an Implementation Record.

Each jurisdiction is required to report to the Department annually on its implementation and compliance with the requirements of 1383.

Attachment: SB 1383 Jurisdiction Responsibilities - Informational Material (RES-2021-689 : Affirm an Exemption from Mandatory Organics

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-690

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Agreement with Vigilant Solutions

RECOMMENDATION AND JUSTIFICATION:
Approve a subscription Agreement with Vigilant Solutions for Software Services; and Authorize the Sheriff to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved multiple investigative platforms in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, the Sheriff's Office Investigators will be unable to use this type of investigative platform.

FINANCIAL IMPACT:
Funding amounts for this agreement were included in 2021-2022 proposed budget with no requested increase.

ATTACHMENTS:
Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12402

VIGILANT SOLUTIONS – INVESTIGATIVE DATA PLATFORM
STATE AND LOCAL LAW ENFORCEMENT AGENCY AGREEMENT

This Agreement is made and entered into effective _____, 2021 (the "**Effective Date**") between Vigilant Solutions, LLC, a Delaware corporation ("**Vigilant**") and Mariposa County, for the benefit of its Sheriff's Office, an Originating Agency Identifier (ORI) credentialed law enforcement agency ("**Agency**").

A. Vigilant stores and disseminates to law enforcement agencies publicly and commercially gathered license plate recognition (LPR) data and booking images as a valued added component of the Vigilant law enforcement package of software; and

B. Agency desires to obtain access to Vigilant's Software Service with available publicly and commercially collected LPR data via the Law Enforcement Archival Reporting Network (LEARN) server and publicly and commercially collected booking images via the FaceSearch server; and

C. Agency may separately purchase LPR hardware components from Vigilant and/or its authorized reseller for use with the Software Service (as defined below);

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Definitions.

(a) Booking Images. Refers to both LEA Booking Images and Commercial Booking Images.

(b) Commercial Booking Images. Refers to images collected by commercial sources and available on the Software Service with a paid subscription.

(c) Commercial LPR Data. Refers to LPR data collected by private commercial sources and available on the Software Service with a paid subscription.

(d) Confidential Information. Refers to any and all (i) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the Software Service, the Commercial LPR Data and the Booking Images; (vi) information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies,

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.

(e) LEA. Refers to a law enforcement agency.

(f) LEA Booking Images. Refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA's policies.

(g) LEA LPR Data. Refers to LPR data collected by LEAs and available on the Software Service for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

(h) License Plate Recognition ("**LPR**")**.** Refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

(i) LPR Data. Refers to both LEA LPR Data and Commercial LPR Data.

(j) Software Service. Refers to a web based (hosted) suite of software applications consisting of analytical and investigative software located on a physical database server that also hosts LPR Data and Booking Images.

(k) User. Refers to an individual who is an agent and sworn officer of Agency and who is authorized by Agency to access the Software Service on behalf of Agency through login credentials provided by Agency.

2. Licensed Access to the Software Service.

(a) Grant of License. During the term of this Agreement, Vigilant grants Agency a non-exclusive, non-transferable right and license to access the Software Service for use in accordance with the terms of this Agreement.

(b) Authorized Use. Agency is prohibited from accessing the Software Service other than for law enforcement purposes.

(c) Ownership of Commercial LPR Data, Commercial Booking Images, FaceSearch Software and LEARN Software. Except for the rights expressly granted by Vigilant to Agency under this Agreement, Vigilant retains all title and rights to the Commercial LPR Data, Commercial Booking Images, FaceSearch Software and the LEARN Software. Nothing contained in this Agreement shall be deemed to convey to Agency or to any other party any ownership interest in or to any LPR Data, Booking Images, FaceSearch Software or LEARN Software.

(d) Restrictions on Use of Software Service. Except as expressly permitted under this Agreement, Agency agrees that it shall not, nor will it permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the Software Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with the Software Service; (iii) decompile, disassemble or reverse engineer any software component of the Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Software Service. Agency shall instruct each User to comply with the preceding restrictions.

(e) Third Party Software and Data. If and to the extent that Vigilant incorporates the software and/or data of any third party into the Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between Agency and the third party licensor, the license of Agency to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the Software Service granted by Vigilant under this Agreement. Agency specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Agency agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or (iii) modify,

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

alter or delete any of the copyright notices embedded in or affixed to such third party software. Agency shall instruct each User to comply with the preceding restrictions.

(f) Non-Exclusive Licensed Access. Agency acknowledges that the right or ability of Vigilant to license other third parties to use the Software Service is not restricted in any manner by this Agreement, and that it is Vigilant's intention to license a number of other LEAs to use the Software Service. Vigilant shall have no liability to Agency for any such action.

3. Other Matters Relating to Access to Software Service.

(a) Accessibility. The Software Service, LPR Data, Booking Images and associated analytical tools are accessible to LEAs ONLY.

(b) Access to LEA LPR Data. LEA LPR Data is provided as a service to LEAs at no additional charge.

(c) Access to LEA Booking Images. LEA Booking Images are provided as a service to LEAs at no additional charge.

(d) Eligibility. Agency shall only authorize individuals who satisfy the eligibility requirements of "Users" to access the Software Service. Vigilant in its sole discretion may deny Software Service access to any individual based on such person's failure to satisfy such eligibility requirements.

(e) Account Security (Agency Responsibility).

(1) Agency shall be responsible for assigning an account administrator who in turn will be responsible for assigning to each of Agency's Users a username and password (one per user account). An unlimited number of User accounts is provided. Agency will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Agency shall notify Vigilant immediately if Agency believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Agency must notify Vigilant immediately if Agency becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

(2) User logins are restricted to agents and sworn officers of the Agency. No User logins may be provided to agents or officers of other local, state, or Federal LEAs. LPR Data must reside within the Software Service and cannot be copied to another system, unless Agency purchases Vigilant's API. Booking Images must reside within the Software Service and cannot be copied to another system, unless Agency purchase Vigilant's API.

(f) Data Sharing. If Agency is a generator as well as a consumer of LEA LPR Data or LEA Booking Images, Agency at its option may share its LEA LPR Data and/or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access the Software Service (for example, LEAs who share LEA LPR Data with other LEAs).

(g) Subscriptions. Software Service software applications, LPR Data and Booking Images are available to Agency and its Users on an annual subscription basis based the size of the agency.

(h) Application Programming Interface (API). Vigilant offers an API whereby Agency may load LPR Data and/or Booking Images and provide for ongoing updating of LPR Data or Booking Images into a third-party system of Agency's choosing. This service is offered as an optional service and in addition to the annual subscription fee described in **Section 3(g)**.

4. Restrictions on Access to Software Service.

(a) Non-Disclosure of Confidential Information. Agency and each User will become privy to Confidential Information during the term of this Agreement. Agency acknowledges that a large part of Vigilant's competitive advantage comes from the collection and analysis of this Confidential Information and Agency's use, except as expressly permitted under this Agreement, and disclosure of any such Confidential Information would cause irreparable damage to Vigilant.

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

(b) Restrictions. As a result of the sensitive nature of the Confidential Information, Agency agrees, except to the extent expressly permitted under this Agreement, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through Agency's access to the Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and/or Booking Images and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data and or Booking Images and other Confidential Information in any way. Additionally, Agency agrees to take all necessary precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

(c) Third Party Information. Agency recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information ("**Associated Third Party Confidential Information**"). By way of example, Associated Third Party Confidential Information includes LEA LPR Data and/or LEA Booking Images. Agency agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, (ii) not to download, copy, or reproduce any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, Agency agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information.

(d) Non-Publication. Agency shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the Software Service or this Agreement without first submitting the material to Vigilant and receiving written consent from Vigilant thereto. This restriction is specifically intended to ensure consistency with other media messaging.

(e) Non-Disparagement. Agency agrees not to use proprietary materials or information in any manner that is disparaging. This prohibition is specifically intended to preclude Agency from cooperating or otherwise agreeing to allow photographs or screenshots to be taken by any member of the media without the express consent of Vigilant. Agency also agrees not to voluntarily provide ANY information, including interviews, related to Vigilant, its products or its services to any member of the media without the express written consent of Vigilant.

(f) Manner of Use. Agency must use its account in a manner that demonstrates integrity, honesty, and common sense.

(g) Survival of Restrictions and Other Related Matters.

(1) Agency shall cause each User to comply with the provisions of this **Section 4**.

(2) Agency agrees to notify Vigilant immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this **Section 4** by Agency or any User, and Agency shall reasonably cooperate with Vigilant to regain possession of the Confidential Information, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 4**.

(3) Agency agrees that a breach or threatened breach by Agency or a User of any covenant contained in this **Section 4** will cause irreparable damage to Vigilant and that Vigilant could not be made whole by monetary damages. Therefore, Vigilant shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement.

(4) No failure or delay by Vigilant in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

(5) The restrictions set forth in this **Section 4** shall survive the termination of this Agreement for an indefinite period of time.

5. Term and Termination.

(a) Term. The Initial Term of this Agreement shall be for a term of one (1) year from the Effective Date of this Agreement (the "Initial Term"). Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Agency with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement will be extended for a Service Period upon Agency's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Agency may also pay in advance for more than one Service Period.

(b) Termination.

(1) Agency may terminate this Agreement upon thirty (30) days prior written notice to Vigilant for any reason. Agency shall not be entitled to a refund of the annual subscription fee, or any portion thereof, if Agency terminates the agreement prior to the end of a Service Period.

(2) Vigilant may terminate this Agreement by providing thirty (30) days written notice to Agency for any reason. If Vigilant's termination notice is based on an alleged breach by Agency, then Agency shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Agency's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Agency has not reasonably cured the described breach of this Agreement, Agency shall immediately discontinue all use of the LEARN Software Service. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Agency's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Agency an amount calculated by multiplying the total amount of Service Fees paid by Agency for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

(c) Effect of Termination. Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement will immediately cease to exist and Agency must promptly discontinue all use of the Software Service, erase all LPR Data and/or Booking Images accessed through the Software Service from its computers, including LPR Data and/or Booking Images transferred through an API, and return all copies of any related documentation and other materials.

6. Miscellaneous.

(a) Notices. Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

1. Addresses for all purposes under this Agreement are:

Vigilant Solutions, LLC	Agency: Mariposa County Sheriff's Office
Attn: Sales Administration	Attn: _____
1152 Stealth Street	Address: PO Box 276
Livermore, California 94551	Mariposa, CA 95338
Telephone: 925-398-2079	Telephone: 209-966-3615
E-mail: Sales@vigilantsolutions.com	E-mail: _____

Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

(b) Disclaimer. Vigilant makes no express or implied representations or warranties regarding Vigilant's equipment, website, online utilities or their performance, availability, functionality, other than a warranty of merchantability and fitness for the particular purpose of searching for license plate locations in the database and performing other related analytical functions. Any other implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed and excluded.

(c) Limitations of Liability. VIGILANT WILL NOT BE LIABLE FOR AGENCY'S USE OF THE LPR DATA, BOOKING IMAGES OR SOFTWARE SERVICE APPLICATIONS AND WILL NOT BE LIABLE TO AGENCY UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF BUSINESS). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR OTHERWISE UNENFORCEABLE VILIGANT'S CUMULATIVE LIABILITY TO AGENCY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED $10,000.00.

(d) Indemnification. Agency agrees to indemnify, defend and hold harmless Vigilant and its employees, representatives, agents, officers, directors, and corporate employees (each, an "**Indemnified Party**"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim (i) resulting from Agency's or a User's breach of this Agreement, (ii) that involves any vehicle owned or operated by Agency, (iii) or any employee or independent contractor hired by Agency or (iv) any and all claims based on Agency's or a User's actions or omissions.

(e) Independent Contractor Status. Each party will at all times be deemed to be an independent contractor with respect to the subject matter of this Agreement and nothing contained in this Agreement will be deemed or construed in any manner as creating any partnership, joint venture, joint enterprise, single business enterprise, employment, agency, fiduciary or other similar relationship.

(f) Assignment of this Agreement. Agency may not assign its rights or obligations under this Agreement to any party, without the express written consent of Vigilant.

(g) No Exclusivity. Vigilant may at any time, directly or indirectly, engage in similar arrangements with other parties, including parties which may conduct operations in geographic areas in which Agency operates. Additionally, Vigilant reserves the right to provide LPR Data and Booking Images to third-party entities for purposes of promotions, marketing, business development or any other commercially reasonable reason that Vigilant deems necessary and appropriate.

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

(h) No Reliance. Agency represents that it has independently evaluated this Agreement and is not relying on any representation, guarantee, or statement from Vigilant or any other party, other than as expressly set forth in this Agreement.

(i) Governing Law; Venue. THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES. THE PARTIES HERETO CONSENT THAT VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT WILL BE IN TARRANT COUNTY, TEXAS.

(j) Amendments. Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both parties. Vigilant's waiver of any breach or default will not constitute a waiver of any other or subsequent breach or default.

(k) Entirety. This Agreement and the Agency's purchase order, setting forth Vigilant's Software Service being purchased by Agency pursuant to this Agreement and the related product code and subscription price, represent the entire agreement between the parties and supersede all prior agreements and communications, oral or written between the parties. Except to the limited extent expressly provided in this **Section 6(k)**, no contrary or additional terms contained in any purchase order or other communication from Agency will be a part of this Agreement.

(l) Force Majeure. Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.

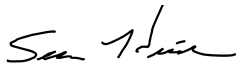
(m) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(n) Price Adjustments. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Agency notice of the proposed increase on or before the date that Vigilant invoices Agency for the upcoming Service Period.

(o) CJIS Requirements. Agency certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

Company:	Vigilant Solutions
Authorized Agent:	Sean Heieck
Title:	Area Sales Manager
Date:	11/18/21
Signature:	

Agency:	Mariposa County Sheriff's Office
Authorized Agent:	_____
Title:	_____
Date:	_____
Signature:	_____

[signature page – Investigative Data Platform
State and Local Law Enforcement Agency Agreement]

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

Exhibit A: CJIS Requirements

Vigilant and Agency agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and Agency agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Agency use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and Agency agree that Agency owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Agency-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and Agency agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and Agency agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and Agency agree that Agency is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Agency.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as “Criminal Justice Data”. All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Agency owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.

7. Vigilant agrees to immediately inform Agency of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access Agency's account or Agency data in support of Agency as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Agency data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform Agency of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Agency.
13. Vigilant will advise Agency when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Agency owned data and Vigilant systems as intended by Agency and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Agency owned information through Agency managed role-based access and applied sharing rules configured by Agency.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Agency owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Agency can monitor access and activity of Vigilant support staff and Agency users for unauthorized access, disclosure, alteration or misuse of Agency owned data. (Vigilant support staff will only have access when granted by Agency.)
23. Vigilant will only perform direct support remote access to Agency systems/infrastructure when requested, authorized and physically granted access to the applications/systems by Agency. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by Agency data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Agency data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by Agency, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Agency.
28. Vigilant agrees that Agency owns all Agency contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of Agency.

Agency:

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

1. Agency agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Agency agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Agency agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Agency agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Agencies, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Agency agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Agency agrees that they are responsible for proper equipment operation and placement of equipment.
7. Agency agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Agency information.
8. Agency agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Agency.
9. Agency agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission (“Hotlist upload”) into Vigilant systems.
10. Agency agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Agency agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Agency agrees to reinforce client staff policies for not sharing user accounts.
13. Agency agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Agency agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Agency agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Agency agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Agency agrees to use the “virtual escorting” security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Agency agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Agency created policies and procedures that guide user access and appropriate use of the system.
19. Agency agrees that information and services provided through Vigilant products do not provide any actionable information, Agency users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

Attachment A

Service Fee

Qty	Item #	Description
(1)	**VS-IDP-01A** **List Price** **$9,300.00 Each** **HGAC Product Code** **EF21B53** **$7,440.00 Each**	**Investigative Data Platform - Annual Subscription for up to 50 Sworn - State and Local** • Commercial LPR Data access - Up to 50 Sworn o Access to all Vigilant commercially acquired national vehicle location data o Unlimited use by authorized agency personnel to complete suite of LEARN data analytics o Includes full use of hosted/managed LPR server account via LEARN • FaceSearch with Vigilant Image Gallery Access For up to 50 Sworn o Access to all agency/shared images and Vigilant Image Gallery o Unlimited use by authorized agency personnel to all FaceSearch tools o Image gallery of up to 5,000 images
Subtotal Price (Excluding sales tax)		**$7,440.00**

Attachment: Vigilant_Investigative Data Platform Agreement_Mariposa County Sheriff (RES-2021-690 : Agreement with Vigilant Solutions)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-691

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve the Allocation of One Additional Staff Services Analyst I/II Position

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Allocation of One Additional full time Staff Services Analyst I/II Position in the Health and Human Services Health Division Budget Effective Immediately.

Note: In a separate Board Agenda item (12418), HHSA requests that the Board Approve acceptance of California Equitable Recovery Initiative (CERI) allocation funding from the California Department of Public Health in the amount not to exceed $300,000. In order to implement the CERI program, HHSA requests that the Board authorize one additional staff services Analyst I/II allocation in the Health Division to work on the CERI program.

With acceptance of the new CERI funding, the Health and Human Services Agency will have sufficient funding to accommodate the position allocation changes.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Changes to the employee allocation schedule require Board approval. The Board has approved allocation changes that will ultimately increase the level and quality of services provided to the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this action as recommended. Existing staff will have to perform and oversee the duties to the best of their ability.

FINANCIAL IMPACT:
This position will be funded within the HHSA Health Division 401 budget. Associated revenue and appropriations are included in the Budget Action ($300,000), attached to MT 12418, Increasing Revenue and Appropriations in the new CERI Fund Budget. There will be no financial impact to the County General Fund.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-692

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Behavioral Health Quality Improvement Program Allocation

---

RECOMMENDATION AND JUSTIFICATION:
Ratify the Mental Health Director's and Auditor's signatures on the Program Startup Funding Claiming Form; Approve acceptance of Behavioral Health Quality Improvement Program (BH-QIP) allocation funding from the California Department of Health Care Services in the amount not to exceed $616,867; and authorize the Director of Mariposa County Health and Human Services Agency (HHSA) to accept this allocation and implement the associated activities.

The Department of Health Care Services (DHCS) has created the Behavioral Health Quality Improvement Program (BH-QIP) to incentivize counties to prepare for changes under the California Advancing & Innovating Medi-Cal (CalAIM) initiative, as well as future programs requiring counties to build out new infrastructure and capacity. The BH-QIP will be structured as an incentive program, whereby counties will be required to achieve certain CalAIM implementation milestones to earn incentive payments. A total of $86,602,000 in CalAIM incentives are available from July 1, 2021 through June 30, 2024. For Fiscal Year (FY) 2021-22, Senate Bill (SB) 129 (Chapter 69; Statutes of 2021), authorized $21,750,000 in General Fund for the BH-QIP.

Mariposa County will receive two sets of payments: 1) Start-up funding amount of $250,000 that will be available to Mariposa County in the first and second quarter of FY 2021-22. 2) Quarterly incentive payments, available after January, 2022, following submission of a DHCS approved implementation plan and the subsequent completion of CalAIM implementation milestones, which must be designed to support Mariposa County's ability to implement the CalAIM goals.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with DHCS for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without approval, HHSA will forgo funding for a critical component in the CalAIM implementation.

FINANCIAL IMPACT:
There is no impact to the County General Fund. HHSA will receive a new allocation for these activities.

REF ID# 12458

ATTACHMENTS:
BHIN-21-044-Behavioral-Health-Quality-Improvement-Program-Start-Up-Fund (PDF)
BH-QIP Start Up funding claiming form (PDF)
Enclosure 1 CalAIM BHQIP Funds Availability 11.18.21 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

State of California—Health and Human Services Agency
Department of Health Care Services

WILL LIGHTBOURNE
DIRECTOR

GAVIN NEWSOM
GOVERNOR

DATE: July 29, 2021

Behavioral Health Information Notice No: 21-044

TO: California Alliance of Child and Family Services
California Association for Alcohol/Drug Educators
California Association of Alcohol & Drug Program Executives, Inc.
California Association of DUI Treatment Programs
California Association of Social Rehabilitation Agencies
California Consortium of Addiction Programs and Professionals
California Council of Community Behavioral Health Agencies
California Hospital Association
California Opioid Maintenance Providers
California State Association of Counties
Coalition of Alcohol and Drug Associations
County Behavioral Health Directors
County Behavioral Health Directors Association of California
County Drug & Alcohol Administrators

SUBJECT: Behavioral Health Quality Improvement Program (BH-QIP) Start-Up Funds

PURPOSE: Provides notification to counties about BH-QIP start-up funding and the claiming process.

BACKGROUND:
The Department of Health Care Services (DHCS) has created the Behavioral Health Quality Improvement Program (BH-QIP) to incentivize counties to prepare for changes under the California Advancing & Innovating Medi-Cal (CalAIM) initiative, as well as future programs requiring counties to build out new infrastructure and capacity.
The BH-QIP will be structured as an incentive program, whereby counties will be required to achieve certain CalAIM implementation milestones to earn incentive payments. A total of $86,602,000 in CalAIM incentives are available from July 1, 2021 through June 30, 2024. For Fiscal Year (FY) 2021-22, Senate Bill (SB) 129 (Chapter 69; Statutes of 2021), authorized $21,750,000 in General Fund for the BH-QIP. There will be two sets of payments to counties:

1. Start-up funding amount of $250,000 that will be available to each county in the first and second quarter of FY 2021-22.

Behavioral Health
MS 2710
P.O. Box Number 997413, Sacramento, CA 95899-7413
Phone: (916) 440-7800
Internet Address: http://www.DHCS.ca.gov

Attachment: BHIN-21-044-Behavioral-Health-Quality-Improvement-Program-Start-Up-Fund (RES-2021-692 : Approve Behavioral Health Quality

2. Quarterly incentive payments, available after January, 2022, following a county's submission of a DHCS approved implementation plan and the subsequent completion of CalAIM implementation milestones, which must be designed to support a county's ability to implement the following CalAIM goals:
    a. Payment Reform;
    b. Medical Necessity, Eligibility Criteria, and Documentation Redesign;
    c. Multi-system (e.g., Managed Care, Dental, Behavioral Health) Data Exchange and Care Coordination; and
    d. Improve behavioral health data reporting and electronic health record systems.

The start-up funding shall be used at the county's discretion to achieve the aims above or any other activity that the county determines to fulfill the requirements of CalAIM.

This Behavioral Health Information Notice (BHIN) provides details on how counties may claim the first payment, the BH-QIP start-up funding of $250,000. There will be a separate BHIN released in the coming months that will provide information on the quarterly incentive payments, total funds allocation methodology, claiming forms, schedule, and required county milestones.

To receive the BH-QIP start-up funds, counties must submit to DHCS the Initial Funding Request and Certification form (Enclosure 1). The Initial Funding Request and Certification form must be signed by the County Behavioral Health Director certifying that all claiming information sent to DHCS is accurate and complete and in accordance with law. The form must also be signed by the County Auditor, Controller, or City Financial Officer certifying that claims are based on expenditures necessary for claiming BH-QIP funding pursuant to all applicable requirements of the program.

Please send the completed and signed Initial Funding Request and Certification form to MCBHDBHQIP@dhcs.ca.gov.The form must be scanned and sent in PDF format.

DHCS will release the BH-QIP start-up funding after receiving the Initial Funding Request and Certification Form from the county. Please submit the form by September 1, 2021. For administrative purposes, DHCS will direct BH-QIP payments to the county Mental Health Plan.

Questions regarding this BHIN may be directed to MCBHDBHQIP@dhcs.ca.gov.

Sincerely,

Original signed by

Shaina Zurlin, Chief
Medi-Cal Behavioral Health Division

Enclosure

Attachment: BHIN-21-044-Behavioral-Health-Quality-Improvement-Program-Start-Up-Fund (RES-2021-692 : Approve Behavioral Health Quality

State of California
Health and Human Services Agency

Department of Health Care Services

BEHAVIORAL HEALTH QUALITY IMPROVEMENT PROGRAM (BH-QIP)
PROGRAM STARTUP FUNDING CLAIMING FORM

Date: 10/12/21 Fiscal Year: 2022 County Name: Mariposa

Claim for Quarter Ending: Name of Preparer: Randy Tidenhour

Initial Startup Amount: $250,000

I HEREBY CERTIFY under penalty of perjury that I am the official responsible for administration of the County Behavioral Health Program and that I have not violated any of the provisions of Section 1090 et. seq. of the Government Code; that I am authorized to sign this certification on behalf of the county; and that all information submitted to the Department of Health Care Services (DHCS) is accurate and complete and to the best of my knowledge this claim is in all respects true, correct, and in accordance with law. The county understands that any payment to the county resulting from this invoice will be paid with State funds and that any falsification or concealment of material fact may be prosecuted under State laws.

Signature B Hvndal Date 10/12/21

Print Name B. Hvndal Title Mental Health Director

County Behavioral Health Director

I HEREBY CERTIFY under penalty of perjury that I am a duly qualified and authorized official of the herein claimant responsible for the examination and settlement of accounts and am authorized to sign this certification on behalf of the County. I understand that misrepresentation of any information provided herein constitutes a violation of state and federal law. I further certify under penalty of perjury that the claim is based on expenditures necessary for claiming BH-QIP funding pursuant to all applicable requirements of the program.

DHCS 8750 (07/2021)

Attachment: BH-QIP Start Up funding claiming form (RES-2021-692 : Approve Behavioral Health Quality Improvement Program Allocation)

State of California
Health and Human Services Agency

Department of Health Care Services

I understand that DHCS may deny any payment if it determines that the certification is not adequately supported for purposes of claiming BH-QIP funding. I understand that all records of funds included in this claim are subject to review and audit by DHCS.

Signature [signature] Date 10/13/2021

Print Name Luis Mercado Title Auditor-Controller

County Auditor Controller or City Financial Officer

DHCS 8750 (07/2021)

Attachment: BH-QIP Start Up funding claiming form (RES-2021-692 : Approve Behavioral Health Quality Improvement Program Allocation)

BEHAVIORAL HEALTH QUALITY IMPROVEMENT PROGRAM (BH QIP) PAYMENT DISTRIBUTION								
COUNTY	Total Allocation per County	FY 2021-22			FY 2022-23			FY 2023-24
		Startup Allocation Amount[1]	Implementation Plan Incentive Amount[2]	Total Amount FY 2021-22	Incentive Amount 1[3]	Incentive Amount 2[4]	Total Amount FY 2022-23	Final Incentive and Total Amount FY 2023-24[5]
	A	B	C	D	E	F	G	H
Alameda	$ 3,458,164	$ 250,000	$ 194,742	$ 444,742	$ 1,642,052	$ 547,351	$ 2,189,402	$ 824,020
Alpine	$ 552,235	$ 250,000	$ 100,073	$ 350,073	$ 76,204	$ 25,401	$ 101,606	$ 100,556
Amador	$ 576,780	$ 250,000	$ 100,872	$ 350,872	$ 89,430	$ 29,810	$ 119,240	$ 106,667
Butte	$ 1,201,232	$ 250,000	$ 121,216	$ 371,216	$ 425,913	$ 141,971	$ 567,885	$ 262,131
Calaveras	$ 607,735	$ 250,000	$ 101,881	$ 351,881	$ 106,110	$ 35,370	$ 141,480	$ 114,374
Colusa	$ 598,339	$ 250,000	$ 101,575	$ 351,575	$ 101,047	$ 33,682	$ 134,730	$ 112,035
Contra Costa	$ 2,272,557	$ 250,000	$ 156,117	$ 406,117	$ 1,003,192	$ 334,397	$ 1,337,590	$ 528,850
Del Norte	$ 615,041	$ 250,000	$ 102,119	$ 352,119	$ 110,047	$ 36,682	$ 146,730	$ 116,193
El Dorado	$ 694,823	$ 250,000	$ 104,718	$ 354,718	$ 153,037	$ 51,012	$ 204,050	$ 136,055
Fresno	$ 2,226,514	$ 250,000	$ 154,617	$ 404,617	$ 978,382	$ 326,127	$ 1,304,510	$ 517,387
Glenn	$ 612,423	$ 250,000	$ 102,034	$ 352,034	$ 108,636	$ 36,212	$ 144,848	$ 115,541
Humboldt	$ 961,473	$ 250,000	$ 113,405	$ 363,405	$ 296,720	$ 98,907	$ 395,627	$ 202,441
Imperial	$ 1,142,968	$ 250,000	$ 119,318	$ 369,318	$ 394,518	$ 131,506	$ 526,025	$ 247,626
Inyo	$ 571,522	$ 250,000	$ 100,701	$ 350,701	$ 86,597	$ 28,866	$ 115,463	$ 105,358
Kern	$ 1,792,414	$ 250,000	$ 140,475	$ 390,475	$ 744,469	$ 248,156	$ 992,626	$ 409,313
Kings	$ 749,391	$ 250,000	$ 106,496	$ 356,496	$ 182,441	$ 60,814	$ 243,254	$ 149,641
Lake	$ 621,176	$ 250,000	$ 102,319	$ 352,319	$ 113,353	$ 37,784	$ 151,137	$ 117,720
Lassen	$ 569,527	$ 250,000	$ 100,636	$ 350,636	$ 85,522	$ 28,507	$ 114,030	$ 104,862
Los Angeles	$ 19,048,797	$ 250,000	$ 702,654	$ 952,654	$ 10,042,996	$ 3,347,665	$ 13,390,661	$ 4,705,481
Madera	$ 706,909	$ 250,000	$ 105,112	$ 355,112	$ 159,550	$ 53,183	$ 212,733	$ 139,064
Marin	$ 967,728	$ 250,000	$ 113,609	$ 363,609	$ 300,091	$ 100,030	$ 400,121	$ 203,998
Mariposa	$ 616,867	$ 250,000	$ 102,178	$ 352,178	$ 111,031	$ 37,010	$ 148,042	$ 116,647
Mendocino	$ 778,196	$ 250,000	$ 107,434	$ 357,434	$ 197,962	$ 65,987	$ 263,950	$ 156,812
Merced	$ 921,487	$ 250,000	$ 112,102	$ 362,102	$ 275,174	$ 91,725	$ 366,899	$ 192,486
Modoc	$ 575,679	$ 250,000	$ 100,837	$ 350,837	$ 88,837	$ 29,612	$ 118,449	$ 106,393
Mono	$ 552,245	$ 250,000	$ 100,073	$ 350,073	$ 76,210	$ 25,403	$ 101,613	$ 100,559

Attachment: Enclosure 1 CalAIM BHQIP Funds Availability 11.18.21 (RES-2021-692 : Approve Behavioral

BEHAVIORAL HEALTH QUALITY IMPROVEMENT PROGRAM (BH QIP) PAYMENT DISTRIBUTION								
COUNTY	Total Allocation per County	FY 2021-22			FY 2022-23			FY 2023-24
		Startup Allocation Amount[1]	Implementation Plan Incentive Amount[2]	Total Amount FY 2021-22	Incentive Amount 1[3]	Incentive Amount 2[4]	Total Amount FY 2022-23	Final Incentive and Total Amount FY 2023-24[5]
Monterey	$ 1,532,089	$ 250,000	$ 131,995	$ 381,995	$ 604,194	$ 201,398	$ 805,593	$ 344,502
Napa	$ 731,446	$ 250,000	$ 105,911	$ 355,911	$ 172,772	$ 57,591	$ 230,362	$ 145,173
Nevada	$ 730,090	$ 250,000	$ 105,867	$ 355,867	$ 172,040	$ 57,347	$ 229,387	$ 144,835
Orange	$ 1,801,702	$ 250,000	$ 140,778	$ 390,778	$ 749,474	$ 249,825	$ 999,299	$ 411,625
Placer	$ 730,197	$ 250,000	$ 105,870	$ 355,870	$ 172,098	$ 57,366	$ 229,465	$ 144,862
Plumas	$ 605,311	$ 250,000	$ 101,802	$ 351,802	$ 104,804	$ 34,935	$ 139,739	$ 113,770
Riverside	$ 2,640,839	$ 250,000	$ 168,115	$ 418,115	$ 1,201,640	$ 400,547	$ 1,602,186	$ 620,538
Sacramento	$ 2,619,934	$ 250,000	$ 167,434	$ 417,434	$ 1,190,375	$ 396,792	$ 1,587,167	$ 615,333
San Benito	$ 593,912	$ 250,000	$ 101,431	$ 351,431	$ 98,662	$ 32,887	$ 131,549	$ 110,932
San Bernardino	$ 2,956,842	$ 250,000	$ 178,410	$ 428,410	$ 1,371,916	$ 457,305	$ 1,829,222	$ 699,210
San Diego	$ 2,939,947	$ 250,000	$ 177,860	$ 427,860	$ 1,362,813	$ 454,271	$ 1,817,084	$ 695,004
San Francisco	$ 3,312,412	$ 250,000	$ 189,994	$ 439,994	$ 1,563,514	$ 521,171	$ 2,084,685	$ 787,733
San Joaquin	$ 1,619,028	$ 250,000	$ 134,827	$ 384,827	$ 651,041	$ 217,014	$ 868,055	$ 366,147
San Luis Obispo	$ 967,043	$ 250,000	$ 113,586	$ 363,586	$ 299,722	$ 99,907	$ 399,629	$ 203,828
San Mateo	$ 1,437,979	$ 250,000	$ 128,929	$ 378,929	$ 553,484	$ 184,495	$ 737,978	$ 321,072
Santa Barbara	$ 1,282,834	$ 250,000	$ 123,874	$ 373,874	$ 469,884	$ 156,628	$ 626,512	$ 282,447
Santa Clara	$ 3,530,881	$ 250,000	$ 197,111	$ 447,111	$ 1,681,235	$ 560,412	$ 2,241,646	$ 842,123
Santa Cruz	$ 1,114,124	$ 250,000	$ 118,378	$ 368,378	$ 378,976	$ 126,325	$ 505,301	$ 240,445
Shasta	$ 818,603	$ 250,000	$ 108,751	$ 358,751	$ 219,735	$ 73,245	$ 292,981	$ 166,872
Sierra	$ 550,577	$ 250,000	$ 100,019	$ 350,019	$ 75,311	$ 25,104	$ 100,415	$ 100,144
Siskiyou	$ 622,508	$ 250,000	$ 102,362	$ 352,362	$ 114,071	$ 38,024	$ 152,094	$ 118,052
Solano	$ 999,346	$ 250,000	$ 114,639	$ 364,639	$ 317,128	$ 105,709	$ 422,838	$ 211,870
Sonoma	$ 983,655	$ 250,000	$ 114,128	$ 364,128	$ 308,673	$ 102,891	$ 411,564	$ 207,963
Stanislaus	$ 1,217,136	$ 250,000	$ 121,734	$ 371,734	$ 434,484	$ 144,828	$ 579,311	$ 266,091
Sutter/Yuba	$ 847,622	$ 250,000	$ 109,696	$ 359,696	$ 235,372	$ 78,457	$ 313,830	$ 174,096
Tehama	$ 634,669	$ 250,000	$ 102,758	$ 352,758	$ 120,624	$ 40,208	$ 160,831	$ 121,079
Trinity	$ 588,344	$ 250,000	$ 101,249	$ 351,249	$ 95,662	$ 31,887	$ 127,549	$ 109,546

Attachment: Enclosure 1 CalAIM BHQIP Funds Availability 11.18.21 (RES-2021-692 : Approve Behavioral

BEHAVIORAL HEALTH QUALITY IMPROVEMENT PROGRAM (BH QIP) PAYMENT DISTRIBUTION								
COUNTY	Total Allocation per County	FY 2021-22			FY 2022-23			FY 2023-24
		Startup Allocation Amount[1]	Implementation Plan Incentive Amount[2]	Total Amount FY 2021-22	Incentive Amount 1[3]	Incentive Amount 2[4]	Total Amount FY 2022-23	Final Incentive and Total Amount FY 2023-24[5]
Tulare	$ 1,195,965	$ 250,000	$ 121,044	$ 371,044	$ 423,075	$ 141,025	$ 564,101	$ 260,820
Tuolumne	$ 602,934	$ 250,000	$ 101,724	$ 351,724	$ 103,523	$ 34,508	$ 138,031	$ 113,178
Ventura	$ 1,594,587	$ 250,000	$ 134,031	$ 384,031	$ 637,871	$ 212,624	$ 850,495	$ 360,061
Yolo	$ 807,220	$ 250,000	$ 108,380	$ 358,380	$ 213,602	$ 71,201	$ 284,803	$ 164,038
	$ 86,602,000	$ 14,250,000	$ 7,500,000	$ 21,750,000	$ 34,047,300	$ 11,349,100	$ 45,396,400	$ 19,455,600

BH QIP Funding Summary:

This schematic communicates to counties total BH QIP funds available at the State level per fiscal year. It does **not** indicate when counties will get actual pay warrants from the State. Please refer to BHIN 21-XXX for when all the BH QIP deliverables are due, State deliverable review timeframes and estimated payment timeframes. All funds must be claimed in the same fiscal year in which they are available. Unclaimed funds will not roll over into future fiscal years. If a county BH QIP deliverable is approved for payment, normal State claim processing times apply.

[1]The startup funds are available beginning July 1, 2021. However, the receipt of funds at the county level depends on when the county submits a startup fund claim form to DHCS.

[2]The BHQIP County Implementation Plan (IP) incentive funds are available beginning January 1, 2022. However, the receipt of funds at the county level depends on when the county submits a BHQIP IP to DHCS. DHCS will review all submitted IPs within 60 days. Unapproved IPs will be sent back to the submitting county for the remediation of identified deficiencies.

[3]Funds for the first incentive payment in FY 2022-23 will be available beginning July 1, 2022. However, the receipt of funds at the county level depends on when the county submits all required deliverables that are tied to this incentive payment. DHCS will review all submitted deliverables within 60 days. Unapproved deliverables will be sent back to the submitting county for the remediation of identified deficiencies.

Attachment: Enclosure 1 CalAIM BHQIP Funds Availability 11.18.21 (RES-2021-692 : Approve Behavioral

Enclosure 2

BEHAVIORAL HEALTH QUALITY IMPROVEMENT PROGRAM (BH QIP) PAYMENT DISTRIBUTION								
COUNTY	Total Allocation per County	FY 2021-22			FY 2022-23			FY 2023-24
		Startup Allocation Amount[1]	Implementation Plan Incentive Amount[2]	Total Amount FY 2021-22	Incentive Amount 1[3]	Incentive Amount 2[4]	Total Amount FY 2022-23	Final Incentive and Total Amount FY 2023-24[5]

[4]Funds for the second incentive payment in FY 2022-23 will be available beginning January 1, 2023. However, the receipt of funds at the county level depends on when the county submits all required deliverables that are tied to this incentive payment. DHCS will review all submitted deliverables within 60 days. Unapproved deliverables will be sent back to the submitting county for the remediation of identified deficiencies.

[5]Funds for the final and only BH QIP incentive payment in FY 2023-24 will be available beginning July 1, 2023. However, the receipt of funds at the county level depends on when the county submits all required deliverables that are tied to this incentive payment. DHCS will review all submitted deliverables within 60 days. Unapproved deliverables will be sent back to the submitting county for the remediation of identified deficiencies.

Attachment: Enclosure 1 CalAIM BHQIP Funds Availability 11.18.21 (RES-2021-692 : Approve Behavioral

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-693

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve CDPH Allocation for Public Health Workforce Development

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RECOMMENDATION AND JUSTIFICATION:
Approve acceptance of Public Health Workforce Development (WFD) Supplemental allocation funding from the California Department of Public Health in the amount not to exceed $472,836; and authorize the Director of Mariposa County Health and Human Services Agency (HHSA) to accept this allocation and implement the associated activities; Approve Budget Action Increasing Revenue and Appropriations in the new WFD Fund Budget for Revenue to be Received ($472,836).

HHSA plans to utilize existing staff to implement the objectives of this Workforce Development funding. No new positions are requested.

Included in the American Rescue Act of 2021, WFD is designed to establish, expand, train, and sustain state, tribal, local, and territorial (STLT) public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs. California Department of Public Health (CDPH) was awarded $173 million and will allocate $64 million to local health departments (LHD) for strategically recruiting, hiring, and training personnel to address projected jurisdictional COVID-19 response needs while continuing to distribute and administer vaccine without discriminating on non-public-health grounds within a prioritized group.

CDPH has allocated $472,836 to the County of Mariposa and will perform a local level spending evaluation in June 2022. The funding term for this allocation is July 1, 2021 through June 30, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board does not have a prior history with CDPH for this specific funding allocation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Without allocation funding for WFD, the Health and Human Services Agency will be forced to find alternative funding for hiring qualified staffing to address COVID-19 response needs.

FINANCIAL IMPACT:
Under the new WFD program, $472,836 in new funds will be received that will fund these activities. Associated revenue and appropriations are included in the attached Budget Action ($472,836) Increasing Revenue and Appropriations in the new WFD Fund Budget. There is no impact to the County General Fund

ATTACHMENTS:
Mariposa WFD Allocation Letter (PDF)
Budget Action to Increase Revenue and Appropriations in the new WFD Fund for FY21-22 (PDF)
Budget Action to Increase Revenue and Appropriations in the new WFD Fund 3495 for FY21-22 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer

GAVIN NEWSOM
Governor

August 31, 2021

Dr. Eric Sergienko
Health Officer
County of Mariposa
5085 Bullion Street
Mariposa, CA 95338

Authority:
Section 311(c)(1) of the Public Health Service Act (42 USC 243(c)(1)

American Rescue Plan Act of 2021 (P.L. 117-2). Subtitle F Public Health Workforce, Sec. 2501 Funding for Public Health Workforce

COVID-19 Public Health Crisis Response and the Public Health Workforce Development Supplemental Funding
Award Number WFD-022
County of Mariposa

Dear Dr. Eric Sergienko:

This letter covers the Public Health Workforce Development Supplemental funding through the American Rescue Plan Act of 2021, to establish, expand, train, and sustain the STLT public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs. Funding for these activities is covered for the period beginning July 1, 2021 to June 30, 2023. The California Department of Public Health (CDPH) is allocating **$472,836** to **County of Mariposa**. This letter describes the goals and structure of the workforce development strategy, the funding provided, and the expectations.

CDPH was awarded $173 million and will allocate $64 million to LHDs for strategically recruiting, hiring, and training personnel to address projected jurisdictional COVID-19 response needs while continuing to distribute and administer vaccine without discriminating on non-public-health grounds within a prioritized group.

Funding:

The funding term is July 1, 2021 to June 30, 2023. CDPH will evaluate spending at the local level in June 2022. CDPH, in consultation with the California Conference of Local Health Officers and California Health Executives Association of California, will consider options for possible redirection of funds at that time.

Attachment: Mariposa WFD Allocation Letter (RES-2021-693 : Approve CDPH Allocation for Public Health Workforce Development)

Allowable Costs:

Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but is not limited to:

- Permanent full-time and part-time staff
- Temporary or term-limited staff
- Fellows
- Interns
- Contractors or contracted employees

For a detailed listing of allowable costs and activities, please refer to the funding guidance document, Attachment 4.

Unallowable Costs:

The funding associated with the Public Health Workfroce grant cannot be used for the following costs:

- Research.
- Clinical care (except as otherwise noted in Domain 5 and as may be provided in further guidance from CDC).
- Publicity and propaganda (lobbying):
    - Other than for normal and recognized executive-legislative relationships, no funds may be used for:
        - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
        - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

Submission Requirements:

1. Complete a Workplan and Budget by **September 30, 2021** and submit to CDPH at: LHBTProg@cdph.ca.gov. *See Attachments 1 and 2*. Your Agency should consider the following when developing your Workplan and Budget:

    - Develop approximate goals and metrics regarding diversity of staff hired and equity and inclusion activities. Report on progress against those measures will be required.

    - Because overtime costs are a very likely and reasonable expense during the response to COVID-19, CDC is allowing budgets to include projected overtime costs. Overtime costs should be estimated based on current real-time needs.

Attachment: Mariposa WFD Allocation Letter (RES-2021-693 : Approve CDPH Allocation for Public Health Workforce Development)

- It is recommended that your Agency fund an administrative position to ensure fiscal accountability and reporting requirements of this grant.

- Your Agency must work in coordination with tribal governments, community-based organizations, and faith-based organizations, particularly those with experience with high-risk populations based upon county COVID-19 surveillance data. There is no explicit cap or percentage that must go to these partners; however, you must reach out to them and enlist their help where it makes sense (i.e. outreach, testing strategy, education, or housing, etc.).

- Your Agency is encouraged to recruit and give hiring preference to unemployed workers, underemployed workers, and applicants from local communities disproportionately affected by COVID-19, who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community when executing contracts and other services.

Reporting Requirements:

As a subrecipient of the Public Health Workforce Development Supplemental Funding, the CDC requires submission of the following reporting documents. For your convenience, your Contract Manager will issue reminders as these dates get closer.

1. Quarterly progress reports on status of timelines, goals, and objectives.
    - Progress reports must include status in meeting hiring goals. Progress toward meeting hiring goals including types of staff hired and the general roles they hold.
2. Quarterly fiscal reports summarizing progress in obligating and spending the allocated funds.

Progress reports must be submitted to CDPH following the schedule below. Note, if your workplan or budget is under review by CDPH and has not been approved by the progress report due date, you are still required to submit your progress report to CDPH.

Year/Quarter	Reporting Period	Due Date
Year 1/Q1	July 1, 2021 – September 30, 2021	October 31, 2021
Year 1/Q2	October 1, 2021 – December 31, 2021	January 31, 2022
Year 1/Q3	January 1, 2022 – March 31, 2022	April 30, 2022
Year 1/Q4	April 1, 2022 – June 30, 2022	July 31, 2022
Year 2/Q1	July 1, 2022 – September 30, 2022	October 31, 2022
Year 2/Q2	October 1, 2022 – December 31, 2022	January 31, 2023
Year 2/Q3	January 1, 2023 – March 31, 2023	April 30, 2023
Final	April 1, 2023 – June 30, 2023	July 31, 2023

Attachment: Mariposa WFD Allocation Letter (RES-2021-693 : Approve CDPH Allocation for Public Health Workforce Development)

Reimbursement/Invoicing:

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoice(s) to: LHBTProg@cdph.ca.gov. *See Attachment 3.*

1. First Quarter Payment: CDPH will issue a warrant (check) to your Agency for 25% of your total allocation, this will be issued as an advance payment.

2. Future payments will be based on reimbursement of expenditures once the 25% advance payment has been fully expended. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachments 1 and 2 following the due dates above within Reporting Requirements.

3. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from CDPH. Documentation should be maintained onsite for five years.

Thank you for the time your Agency has and will continue to invest in this response. We are hopeful that this additional funding can support the needs of your local health jurisdiction and that it provides solutions that allow for a more sustained workforce. If you have any questions or need further clarification, please reach out to LHBTProg@cdph.ca.gov.

Sincerely,

Melissa Relles

Melissa Relles
Assistant Deputy Director
Emergency Preparedness Office
California Department of Public Health

Attachments

Attachment 1: Workplan and Progress Report
Attachment 2: Budget and Expenditure Report
Attachment 3: Invoice Template
Attachment 4: Public Health Workforce Supplemental Funding Guidance
Attachment 5: Local Allocations

Attachment: Mariposa WFD Allocation Letter (RES-2021-693 : Approve CDPH Allocation for Public Health Workforce Development)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
XXXX	401	45547	One-Time State Grants	(472,836)	
XXXX	401	51111	Regular salaries and wages	237,011	
XXXX	401	51112	Extra Help	2,000	
XXXX	401	51201	FLSA ADJUST	28	
XXXX	401	51202	Monthly Longevity	2,417	
XXXX	401	52301	Social Security	13,360	
XXXX	401	52302	Medicare	3,136	
XXXX	401	52201	Medical/Dental/Vision	65,995	
XXXX	401	52101	Retirement - Employer	26,440	
XXXX	401	52205	Life Insurance	128	
XXXX	401	52303	SDI	2,664	
XXXX	401	52206	Cash - Cafeteria Plan	112	
XXXX	401	60123	Mileage	200	
XXXX	401	60213	Office Supplies	1,000	
XXXX	401	60214	Postage	223	
XXXX	401	60301	General Professional Services	57,000	
XXXX	401	60411	Telephone and Internet	2,500	
XXXX	401	60441	Fuel	1,300	
XXXX	401	60508	Client - Community Education and Engag	19,322	
XXXX	401	80111	Transfer Out - General	38,000	
1001	507	49101	Transfer In - General	-38,000	
1001	507	60153	Special Departmental Supplies	38,000	
Budget Action to Increase Revenue and Appropriations					
in the Workforce Development (WFD) Fund for FY21-22					
TRANSFER BETWEEN FUNDS					
				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 appropriating Reserve for 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

AUDITOR'S USE ONLY
BA#

Attachment: Budget Action to Increase Revenue and Appropriations in the new WFD Fund for FY21-22 (RES-2021-693 : Approve CDPH

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3495	401	45547	One-Time State Grants	(472,836)	
3495	401	51111	Regular salaries and wages	237,011	
3495	401	51112	Extra Help	2,000	
3495	401	51201	FLSA ADJUST	28	
3495	401	51202	Monthly Longevity	2,417	
3495	401	52301	Social Security	13,360	
3495	401	52302	Medicare	3,136	
3495	401	52201	Medical/Dental/Vision	65,995	
3495	401	52101	Retirement - Employer	26,440	
3495	401	52205	Life Insurance	128	
3495	401	52303	SDI	2,664	
3495	401	52206	Cash - Cafeteria Plan	112	
3495	401	60123	Mileage	200	
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3495	401	60214	Postage	223	
3495	401	60301	General Professional Services	57,000	
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1001	507	49101	Transfer In - General	-38,000	
1001	507	60153	Special Departmental Supplies	38,000	
Budget Action to Increase Revenue and Appropriations					
in the Workforce Development (WFD) Fund 3495 for FY21-22					
TRANSFER BETWEEN FUNDS					
				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 appropriating Reserve for 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

AUDITOR'S USE ONLY
BA#

Attachment: Budget Action to Increase Revenue and Appropriations in the new WFD Fund 3495 for FY21-22 (RES-2021-693 : Approve CDPH Allocation for

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-694

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve CDPH Allocation for CERI

RECOMMENDATION AND JUSTIFICATION:
Approve acceptance of California Equitable Recovery Initiative (CERI) allocation funding from the California Department of Public Health in the amount not to exceed $300,000; and authorize the Director for Mariposa County Health and Human Services Agency (HHSA) to accept this allocation and implement the associated activities; Approve Budget Action Increasing Revenue and Appropriations in the new CERI Fund Budget for Revenue to be Received ($300,000).

Note: In a separate Board Agenda item (12435), HHSA requests the Board to authorize one additional staff services Analyst I/II allocation in the Health Division Public Health Branch to work on this CERI program under the direction of the Deputy Director.

CERI is being funded by the Centers for Disease Control and Prevention (CDC) National Initiative to Address COVID19 health disparities among populations at high-risk and underserved, including racial and ethnic minority populations and rural communities. The California Department of Public Health (CDPH) is allocating $ 300,000 to Mariposa County. These funds are intended to address COVID-19 and advance health equity (e.g., through strategies, interventions, and services that consider systemic barriers and potentially discriminatory practices that have put certain groups at higher risk for diseases like COVID-19) for disproportionately impacted racial and ethnic groups, rural populations, those experiencing socioeconomic disparities, and other underserved communities within state and local health jurisdictions. Funding for these activities is covered for the period September 1, 2021 to May 31, 2023.

This allocation will be used to implement one or more of four distinct CDC strategies that collectively build upon current investments, better position California to meet COVID-19 response and recovery needs over the next 24 months, and allow the state to prioritize and target resources to those most vulnerable to the impacts of the pandemic. The four CDC strategies are:

1. Expand existing and/or develop new mitigation and prevention resources and services to reduce COVID-19 related disparities among populations at higher risk and that are underserved.

2. Increase/improve data collection and reporting for populations experiencing a disproportionate burden of COVID-19 infection, severe illness, and death to guide the response to the COVID-19 pandemic.

3. Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved.

4. Mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and that are underserved.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board does not have a prior history with CDPH for this specific initiative.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without allocation funding from CDPH, our County forgoes a significant opportunity to creating desirable outcomes for targeted population addressed through CERI.

FINANCIAL IMPACT:
Under the new CERI program, $300,000 in new funds will be received that will fund these activities. Associated revenue and appropriations are included in the attached Budget Action ($300,000) Increasing Revenue and Appropriations in the new CERI Fund Budget. There is no impact to the County General Fund.

ATTACHMENTS:
MariposaCountyCERI_AllocationLetter-2021-09-02 (1) (PDF)
Budget Action to Increase Revenue and Appropriations in the CERI Fund for FY21-22 (PDF)
Budget Action to Increase Revenue and Appropriations in the new CERI Fund 3494 for FY21-22 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

State of California—Health and Human Services Agency
California Department of Public Health

TOMAS ARAGON, M.D., Dr.P.H.
Director and State Health Officer

GAVIN NEWSOM
Governor

September 3, 2021

Eric Sergienko, MD, MPH
Mariposa County Public Health
PO Box 5 (5300 CA-49N)
Mariposa, CA 95338
esergienko@mariposacounty.org

Authority:
Section 317(k)(2) of the Public Health Service Act [42 USC 247b(k)(2)]

Consolidated Appropriations Act, 2021 (P.L. 116-260)

Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260, Section 2, Division M, Title III)

Addressing COVID-19 Health Disparities
Award Number CERI-21-23-21
Mariposa County

Dear Dr. Sergienko:

This letter covers the California Equitable Recovery Initiative (CERI) which is being funded by the Centers for Disease Control and Prevention (CDC) *National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities* grant. Funding for these activities is covered for the period September 1, 2021 to May 31, 2023. The California Department of Public Health (CDPH) is allocating $ 300,000 to Mariposa County. These funds are intended to address COVID-19 and advance health equity (e.g., through strategies, interventions, and services that consider systemic barriers and potentially discriminatory practices that have put certain groups at higher risk for diseases like COVID-19) for disproportionately impacted racial and ethnic groups, rural populations, those experiencing socioeconomic disparities, and other underserved communities within state and local health jurisdictions.

This allocation will be used to implement one or more of four distinct CDC strategies that collectively build upon current investments, better position California to meet COVID-19 response and recovery needs over the next 24 months, and allow the state to prioritize and target resources to those most vulnerable to the impacts of the pandemic. The four CDC strategies are:

1. Expand existing and/or develop new mitigation and prevention resources and services to reduce COVID-19 related disparities among populations at higher risk and that are underserved.
2. Increase/improve data collection and reporting for populations experiencing a disproportionate burden of COVID-19 infection, severe illness, and death to guide the response to the COVID-19 pandemic.
3. Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved.

Attachment: MariposaCountyCERI_AllocationLetter-2021-09-02 (1) (RES-2021-694 : Approve CDPH Allocation for CERI)

4. Mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and that are underserved.

Expanding Resources to Address Equity
All activities should aim to build infrastructure to address disparities in the current COVID-19 pandemic and set the foundation to address future responses in the following ways:

1. Build infrastructure and organizational capacity – establish core staffing, embed equity into internal policies and practices, such as workforce equity; budgeting and contracting equity; data policy; communications and engagement practices, etc.
2. Leverage strategies and practices aligned with the COVID-19 Health Equity Playbook for Communities
3. Support prevention and mitigation of disparities in COVID-19 and other health outcomes (direct and secondary impacts of the pandemic)
4. Address structural and/or social determinants of health (housing and homelessness, wraparound services, economic security, schools and childcare, transportation, climate change, isolation support, community safety, etc.)

Funding Levels:
The base award funding to be distributed among LHJs for local equity infrastructure is $300,000. Additional funds above base funding will be awarded using a formula-based allocation model (weighted at 40% population size, 30% population living in poverty, and 30% communities of color), with a minimum threshold of $100,000, to conduct targeted activities to address health disparities in COVID-19 and other health outcomes, with an emphasis on addressing upstream factors.

Funding Term:
The funding term is September 1, 2021 to May 31, 2023. CDPH plans to evaluate spending at the local level after a ten-month period from the date of this letter. CDPH, in consultation with the California Conference of Local Health Officers and California Health Executives Association of California, will consider options for possible redirection of funds at that time.

The CDC has stated that they will review requests for no-cost-extensions beyond this term in 2023. CDPH will request this option with the goal of allowing LHJs a full two years for implementation of the funding award and will notify LHJs as soon as the CDC provides a response. CDPH will also collaborate with LHJs on exploring options for long term sustainable funding for equity infrastructure.

Funded Activities:
LHJs will receive a base level allocation to support equity infrastructure and core activities, including:

1. Establish a dedicated Equity Lead (e.g., leadership level role, reporting to the director). Funding may also be used to support other equity staff positions and/or engage in equity-focused organizational capacity building activities such as equity trainings and the development and utilization of equity tools and resources to embed equity in organizational policy and support engagement and shared decision making with communities.
2. Conduct an equity-focused organizational capacity assessment
3. Contribute to the Statewide Health Equity Plan
4. Participate in engagement activities with other LHJs including a learning collaborative/community of practice and one statewide convening

Attachment: MariposaCountyCERI_AllocationLetter-2021-09-02 (1) (RES-2021-694 : Approve CDPH Allocation for CERI)

5. Implement targeted local equity activities; examples include establishing multisector teams to address community needs, establishing equity action plans, engagement and relationship building with disproportionately impacted communities

For LHJs receiving base funding only, the priority for this funding is to "Establish a dedicated Equity Lead and/or other equity-focused organizational capacity building activities." If your organization already has existing staff and organizational capacity funding may be used to expand existing or to initiate new equity activities. Further details about core activities are included in the Work Plan guidelines.

CDPH recognizes that community needs, challenges, and infrastructure are different for each LHJ. The intent is for these resources to be used flexibly in ways that are appropriate for each local context – rural and urban, large and small populations, newly developing equity programs or expanding on current efforts – while building collective capacity and alignment for advancing equity statewide.

This grant offers a unique opportunity to focus resources on efforts to address upstream drivers for health and equity efforts. LHJs are encouraged to identify ways to use this funding toward structural and systemic change.

Statewide Health Equity Plan Process:
The Statewide Health Equity Plan will leverage a Results Based Accountability model to align state and local performance metrics with shared population results in a common equity framework. This plan will be complimentary to and strategically integrated with Let's Get Healthy California – the state health improvement plan – and align with the Office of Health Equity's Portrait of Promise and other racial and health equity initiatives. It will be used to support coordination, alignment, and learning across all work streams and define a shared direction toward achieving equitable recovery. LHJs will be engaged in informing the framework for this shared plan and identifying performance metrics to track progress.

Submission Requirements:
LHJs are required to complete a Spend Plan and Work Plan by **October 1, 2021** and submit it to the California Department of Public Health at EquityTeam@cdph.ca.gov. *See Attachments 1 & 2.*

CDPH will commit to review all initial Spend Plan and Work Plan materials within 1-2 weeks of receipt to notify LHJs of any questions or clarifications needed and/or to confirm approval.

Your Agency should consider the following when developing your Spend Plan and Work Plan:

- Staffing: LHJs are encouraged to hire an Equity Officer/Lead or other equity-related staff (1 FTE).
- LHJs are strongly encouraged to engage tribal governments, community-based organizations, and/or faith-based organizations, particularly those with experience with priority populations. There is no explicit cap or percentage that must go to these partners; however, LHJs should meaningfully engage them and enlist their help as appropriate. Community engagement activities to involve relevant groups should be noted in the Work Plan.

Attachment: MariposaCountyCERI_AllocationLetter-2021-09-02 (1) (RES-2021-694 : Approve CDPH Allocation for CERI)

- LHJs are encouraged to recruit and give hiring preference to unemployed workers, underemployed workers, and applicants from local communities disproportionately affected by COVID-19, who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community when executing contracts and other services.
- Technical Assistance consultation is available for any LHJs who have questions or would like to discuss strategy for Work Plan and Spend Plan development. Sample duty statements for a range of equity staff roles will be circulated as a resource. Contact EquityTeam@cdph.ca.gov

Work Plan and Spend Plan Revisions:

- CDPH recognizes that initial Work Plans may be more general and then LHJs will make revisions based on insights garnered from organizational assessment activities and through the contributions of newly hired equity lead staff.
- Work Plan updates that do not result in changes to the focus of activities, but provide greater specificity based on local work underway, may be incorporated in the regular Semi-Annual Progress Report.
- Work Plan and Spend Plan Revisions which do relate to changes in focus of activities or use of funds may be submitted at any time during the grant period to the EquityTeam@cdph.ca.gov email inbox.
- Spend Plan revisions which result in a difference of greater than 5% from the original plan must be pre-approved before the expenditures for the associated changes occur.

Reporting Requirements:

As a subrecipient of the Addressing COVID-19 Health Disparities Among Populations at High-Risk and Underserved funding, the following reporting documents are required to be submitted to CDPH. For your convenience, your Contract Manager will issue reminders as these dates get closer.

1. Submit quarterly expenditure reports as updates to the Spend Plan following the dates listed in the table below. *See Attachment 1*.

2. Submit semi-annual progress reports on status of timelines, goals, and objectives in the approved Work Plan. Such reports should include note of the tribal governments, community-based organizations, and/or faith-based organizations that the county has included in its efforts. A final report in this format will be required at the end of the grant term. *See Attachment 2*.

3. Submit data relevant to CDC outcome reporting requirements. The CDC has requested data reflecting progress on the identified priority populations for this funding opportunity. As part of the semi-annual progress report, LHJs will be asked to provide updates on selected CDC performance measures, and available data (where applicable) documenting improvements for these populations based on the focus of local interventions.

4. LHJs will also be requested to report on performance measures developed through the State Health Equity Plan process. The interval for this reporting will be determined through the plan process, which will include LHJ input.

Attachment: MariposaCountyCERI_AllocationLetter-2021-09-02 (1) (RES-2021-694 : Approve CDPH Allocation for CERI)

Quarter	Reporting Period	Due Date
Year 1/Q1	September 1, 2021 – September 30, 2021 Quarterly Spend Plan Update	January 14, 2022
Year 1/Q2	October 1, 2021 – December 31, 2021 Quarterly Spend Plan Update	
	August 1- December 31, 2021 **Semi-Annual Work Plan Progress Report #1**	
Year 1/Q3	January 1, 2022 – March 31, 2022 Quarterly Spend Plan Report	April 15, 2022
Year 1/Q4	April 1, 2022 – June 30, 2022 Quarterly Spend Plan Update	July 15, 2022
	January 1, 2022 – June 30, 2022 **Semi-Annual Work Plan Progress Report #2**	
Year 2/Q1	July 1, 2022 – September 30, 2022 Quarterly Spend Plan Update	October 14, 2022
Year 2/Q2	October 1, 2022 – December 31, 2022 Quarterly Spend Plan Update	January 17, 2023
	July 1, 2022 – December 31, 2022 **Semi-Annual Work Plan Progress Report #3**	
Year 2/Q3	January 1, 2023 – March 31, 2023* Quarterly Spend Plan Update	April 14, 2023
Year 2/Q4	January 1, 2023 – May 31, 2023 **Final Report**	June 15, 2023

Reimbursement/Invoicing:
CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoices to: EquityTeam@cdph.ca.gov. See *Attachment 3* for more information regarding CDPH invoicing requirements.

1. First Quarter Payment: Upon receipt, review and approval of the Spend Plan and Work Plan, CDPH will issue a warrant (check) to your Agency for 25% of your total allocation, this will be issued as an advance payment.

2. Future Payments: Future payments will be based on reimbursement of expenditures. In order to receive future payments, your Agency must complete and submit reporting documentation within *Attachments 1 and 2* following the due dates in the table above.

3. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from your Contract Manager. Documentation should be maintained for five years.

Attachment: MariposaCountyCERI_AllocationLetter-2021-09-02 (1) (RES-2021-694 : Approve CDPH Allocation for CERI)

Funding Restrictions:
All LHJ recipients are bound by the provisions of the federal grant, see the CDC COVID-19 Health Disparities grant webpage and CDC General Terms and Conditions for Non-Research Awards. For an outline of items not funded under this grant, please see the *Attachment 5: Funding Restrictions*. If you have questions about whether an activity is an allowable cost, contact EquityTeam@cdph.ca.gov.

Technical Assistance, Resources, and Peer Support
California is leveraging this funding opportunity for a statewide process of equity capacity building. CDPH will be organizing several levels of technical assistance activities based on the needs identified. This support may include regional venues for LHJ collaboration and support, equity-focused technical assistance with CDPH Equity Technical Assistance team, topical learning collaboratives and trainings on themes such as recruitment, organizational assessment (based on identified needs), and exploring LHJ regional and peer mentorship partnerships. A grant Q&A page has also been posted and will be periodically updated with new information.

Thank you for the time your Agency has and will continue to invest in this California's pandemic response and recovery. We are hopeful that this additional funding can support the needs of your local health department and that it provides adequate resources for your participation in this grant. We have made our strongest attempt to keep reporting requirements minimal and incorporated statewide LHJ survey feedback to make this process participatory and impactful. If you have any questions or need further clarification regarding this funding, please reach out to EquityTeam@cdph.ca.gov.

Sincerely,

Rohan Radhakrishna, MD, MPH, MS
Deputy Director
Office of Health Equity
California Department of Public Health

Attachments

Attachment 1: Spend Plan and Expenditure
Report Attachment 2: Work Plan and Progress
Report Attachment 3: Invoice Template
Attachment 4: Local Allocations
Attachment 5: Funding Restrictions

Cc: Shannon Gadd
Kristina Allen

Attachment: MariposaCountyCERI_AllocationLetter-2021-09-02 (1) (RES-2021-694 : Approve CDPH Allocation for CERI)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
XXXX	401	45547	One-Time State Grants	(300,000)	
XXXX	401	51111	Regular salaries and wages	132,341	
XXXX	401	51112	Extra Help	19,090	
XXXX	401	51201	FLSA ADJUST	16	
XXXX	401	51202	Monthly Longevity	1,389	
XXXX	401	52301	Social Security	7,685	
XXXX	401	52302	Medicare	1,804	
XXXX	401	52201	Medical/Dental/Vision	37,950	
XXXX	401	52101	Retirement - Employer	15,205	
XXXX	401	52205	Life Insurance	74	
XXXX	401	52303	SDI	1,532	
XXXX	401	52206	Cash - Cafeteria Plan	65	
XXXX	401	60123	Mileage	200	
XXXX	401	60213	Office Supplies	2,200	
XXXX	401	60214	Postage	300	
XXXX	401	60301	General Professional Services	12,288	
XXXX	401	60392	Rents and Leases - Buildings	4,000	
XXXX	401	60411	Telephone and Internet	2,561	
XXXX	401	60441	Fuel	1,300	
XXXX	401	60508	Client - Community Education and Engac	22,000	
XXXX	401	80111	Transfer Out - General	38,000	
1001	507	49101	Transfer In - General	-38,000	
1001	507	60153	Special Departmental Supplies	38,000	
Budget Action to Increase Revenue and Appropriations in the CERI Fund for FY21-22					
TRANSFER BETWEEN FUNDS					
				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 appropriating Reserve for 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

AUDITOR'S USE ONLY
BA#

Attachment: Budget Action to Increase Revenue and Appropriations in the CERI Fund for FY21-22 (RES-2021-694 : Approve CDPH Allocation

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3494	401	45547	One-Time State Grants	(300,000)	
3494	401	51111	Regular salaries and wages	132,341	
3494	401	51112	Extra Help	19,090	
3494	401	51201	FLSA ADJUST	16	
3494	401	51202	Monthly Longevity	1,389	
3494	401	52301	Social Security	7,685	
3494	401	52302	Medicare	1,804	
3494	401	52201	Medical/Dental/Vision	37,950	
3494	401	52101	Retirement - Employer	15,205	
3494	401	52205	Life Insurance	74	
3494	401	52303	SDI	1,532	
3494	401	52206	Cash - Cafeteria Plan	65	
3494	401	60123	Mileage	200	
3494	401	60213	Office Supplies	2,200	
3494	401	60214	Postage	300	
3494	401	60301	General Professional Services	12,288	
3494	401	60392	Rents and Leases - Buildings	4,000	
3494	401	60411	Telephone and Internet	2,561	
3494	401	60441	Fuel	1,300	
3494	401	60508	Client - Community Education and Engager	22,000	
3494	401	80111	Transfer Out - General	38,000	
1001	507	49101	Transfer In - General	-38,000	
1001	507	60153	Special Departmental Supplies	38,000	
Budget Action to Increase Revenue and Appropriations in the new CERI Fund 3494 for FY21-22					
TRANSFER BETWEEN FUNDS					
				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 appropriating Reserve for 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

AUDITOR'S USE ONLY
BA#

Attachment: Budget Action to Increase Revenue and Appropriations in the new CERI Fund 3494 for FY21-22 (RES-2021-694 : Approve CDPH Allocation for

MARIPOSA COUNTY

Administration · 966-3222

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CSA3 Discussion and Direction

RECOMMENDATION AND JUSTIFICATION:

Discussion and Possible Direction Regarding the CSA3 Annual Assessment for Fire Equipment and Facilities.

In June 2008, owners of property with structures in Mariposa County approved an annual assessment in the amount of eighty dollars ($80) to improve fire facilities and purchase fire response vehicles. The assessment applied to County Service Area 3 (CSA3), which includes all of the county outside of the Mariposa Public Utility District (MPUD), and was scheduled to sunset after fifteen (15) years.

With the approval of the assessment, the county entered an agreement to purchase eleven (11) fire engines and four (4) water tenders. In 2014, after a second vote on CSA3 confirmed public support, the County refinanced its purchase agreement and was able to secure approximately $625,000 in savings over the remaining term of the agreement.

As promised, the County has spent CSA3 funds only on the aforementioned fire response vehicles and fire facility improvements. Facility improvements include replacing roof and gutters in Mount Bullion, Coulterville and Lushmeadows; paint and structural repairs in Catheys Valley, Mount Bullion, Lushmeadows and Coulterville; and repair of the Midpines station pump and water tank system. CSA3 funds are currently being used to help establish a water storage tank at Bootjack Fire Station and procure Type III fire engines with four-wheel drive and higher clearance. A fire vehicle replacement fund separate from the CSA3 account has also been established.

An analysis of the CSA3 fund now shows that, with needed work on fire facilities largely completed, sufficient funds remain to pay off the remaining debt service for fire vehicles. The current balance of the CSA3 fund is $774,418. Anticipated collections for this fiscal year are approximately $474,000. The payoff balance for the CSA3 fire vehicles is $620,111.96.

There are three courses of action that may be worth additional discussion. First, the County could

Agenda Item - No Resolution Requested

continue with status quo. The CSA3 fund would collect an additional year of assessments for use on fire equipment and facilities. The fire vehicle debt service would be paid off over the course of the next year.

Alternatively, the County could pay off the debt service early. There would still be an additional year of assessments for use on fire equipment and facilities, but the County would spend less on interest and be able to manage the fire fleet without the restrictions of an active payment arrangement.

Finally, the Board could pay off the debt service early and direct staff to conclude the CSA3 assessments at the conclusion of the current fiscal year. This action would allow CSA3 to meet all obligations currently assigned to that fund and may be seen as a gesture of good faith in response to the community's willingness to pay these assessments in support of County Fire.

With a few alternative courses of action, staff is seeking Board direction at this time to understand which alternative is preferred.

Two final notes are important for context in this conversation. First, the County is in discussions with Mariposa Public Utility District (MPUD) to consider whether to bring MPUD fire operations into County Fire. One of the challenges in those discussions is reconciling different assessments in our respective service territories. The conclusion of the CSA3 assessment would be helpful to any actions the County and MPUD may decide to take together.

Second, it is apparent that challenges remain for Mariposa County Fire. As volunteer numbers continue to decline around the country and in Mariposa, it is increasingly difficult to staff stations and fire engines in a way that ensures a response to a fire or medical call. Our current volunteers are extremely dedicated and we rely heavily on those who remain active to provide essential services. Further discussions are needed to determine the level of service the people of Mariposa want to receive from their fire department. A desire for a guaranteed response would also require a discussion of where to find resources for fire fighters and medical responders.

In summary, staff is pleased to report that the CSA3 funds have been well managed and there are sufficient funds to cover the remaining obligations promised as part of the CSA3 assessment. The Board may decide whether to pay those obligations early and whether to continue the collection of CSA3 assessments beyond the current fiscal year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 25, 2008, the original CSA 3 assessment was approved following a positive vote by a majority of the affected property owners in June 2008.

On May 13, 2014, a public hearing was held to reconsider the CSA 3 assessment and tabulate a possible protest vote. A majority protest was not found and the Board adopted a resolution confirming the rate of assessment.

On August 12, 2014, the Board approved refinancing for eleven (11) fire engines and four (4) water tenders.

The board has approved CSA3 budgets on an annual basis since its inception in 2008.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is being taken with this item, but direction is requested. The Board may direct to retain the CSA3 assessment to replace existing equipment more rapidly or build a reserve of funds for future facility or equipment needs. The current fire vehicle replacement plan anticipates an additional year of CSA3 and may be delayed slightly by direction to remove the assessment now.

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

Administration · 966-3222

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: MPUD Fire Discussion

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Fire Protection Responsibility in the Town of Mariposa

Fire protection and medical emergency response in the town of Mariposa has been provided by Mariposa Public Utility District (MPUD) for several decades. It was provided informally at first, in the years following World War II, as volunteers needed an organization to help them apply for funding or a place to store a fire engine. MPUD volunteers have been faithfully serving the town of Mariposa with fire protection and medical emergency response ever since.

Unfortunately, the number of volunteers serving MPUD Fire has diminished. A similar trend has been observed nationwide and within Mariposa County Fire. As a result, MPUD Fire is no longer able to guarantee a response.

MPUD Fire and Mariposa County Fire have worked collaboratively over their respective histories. The departments currently operate under a Mutual Aid Agreement (2001), Automatic Aid Agreement (1989) and Mariposa Emergency Rescue Unit Agreement (1981) for cooperative response in the event of emergency. The County has provided worker's compensation insurance for MPUD volunteer firefighters since 1983 and the County fire chief has assumed responsibility for fire marshal duties within the MPUD boundaries.

The MPUD board has diligently worked to resolve their volunteer shortage issues. Finding themselves no closer to their goals for a sustainable fire and medical emergency response operation, and no longer able to effectively provide aid and services in accordance with the aforementioned agreements, MPUD has asked the County to consider assuming responsibility for all fire and related emergency response in the MPUD boundary.

Mariposa County Fire has already been providing most of the fire and related emergency response in the MPUD service territory per the agreements noted earlier. MPUD could simply walk away at this point and leave it to the County to figure out. MPUD's willingness to discuss a smoother transition with the County despite unfortunate circumstances is an appreciated

Agenda Item - No Resolution Requested

demonstration of that board's leadership courage.

Tentative discussions with MPUD include the following:

- Beginning July 1, 2022, Mariposa County would be responsible for providing all fire and related emergency response within the MPUD boundary.
- On July 1, 2022, MPUD facilities and equipment related to providing fire and emergency response will be transferred to the County. This includes the fire station on Highway 49, the fire engines located there, and the protective equipment.
- The County would be responsible to pay the remaining debt service on the fire station, which is now about $200,000.
- MPUD would transfer to the County any funds collected for the purpose of fire and emergency response on July 1, 2022.
- MPUD volunteers will be allowed to become Mariposa County volunteers. As of this writing, all MPUD volunteers are already serving both departments.
- After July 1, 2022, MPUD will no longer maintain volunteers, collect fire service fees, or perform any functions typical of a fire or related emergency response operation.
- MPUD will retain control of the fire bay located at their office on 8th Street for use at their sole discretion.

Staff has reviewed these provisions and determined each to be feasible and designed for a smooth transition of responsibility. Bringing MPUD Fire and Mariposa County Fire together, as proposed here, would allow for a uniform response countywide. The transfer of a station in town that is constructed with sleeping quarters allows for further discussions about fire response service levels and strategic placement of resources. Staff's analysis concludes that this proposal best satisfies the guiding values in the Mariposa County Strategic Plan (collaboration, integrity, sustainability, transparency, excellence) and is prepared to recommend moving forward at this time.

Staff also recognizes that this proposal is a significant move for the County and the community and that more discussion may be needed for everyone to understand the effects of this decision. The MPUD board is planning to meet on December 6, 2021, for a preliminary discussion, which is after this writing but prior to its publication. No action is anticipated prior to the end of the calendar year.

This item is to allow for a similar discussion among the Board of Supervisors and the community. Staff will be available to respond to questions. As no action has been taken, terms are not yet final and remain subject to negotiation. As noted previously, this item is submitted for board consideration with appreciation for the leadership and community focus of the MPUD

board in bringing this to our attention.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board had a discussion about fire response in the MPUD service territory on February 18, 2020. This concept was discussed at the time and staff was directed to continue with negotiations.

The Board discussed fire department service levels, including a possible merger with MPUD Fire, at its regular meeting on February 12, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A. Discussion and direction only.

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

ORDINANCE 2021-1169

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Regular Meeting Ordinance Amendment

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Amending Chapter 2.04.010 of the Mariposa County Code, Titled "An Ordinance Removing Provision Requiring Cancellation of Regular Board Meetings on Countywide Election Days".

Regular meetings of the Board of Supervisors are prescribed by Mariposa County Code Chapter 2.04.010, which requires the cancellation of any Board meeting held on a county-wide election day. This provision stems back to a time when the County Clerk would use the space to physically count votes. However, that need no longer exists with the County's transition to an election management system in 2018.

Thus, with the concurrence of the Treasurer - Tax Collector - County Clerk, staff is now requesting that the election clause be removed from the County Code so that the change can be reflected in next year's Board schedule which is currently under preparation. This change will remove the elections day provision and will allow the Board to meet on the first four Tuesdays of each month, regardless of whether a countywide election is occurring.

The ordinance was introduced on December 7, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

County Code Chapter 2.04.010 regarding the Board's meeting time and place was first adopted on November 20, 1984, with Ordinance number 631. There have been a variety of amendments since then with Ordinance 648 adopted on 11/19/1985, Ordinance 756 adopted on 10/17/1989, Ordinance 866 adopted on 12/14/1993, and Ordinance 986 adopted on 05/13/2003.

December 7, 2021: Ordinance introduction.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
First Reading: The Board has the latitude to change the ordinance text. If the Board elects not to introduce the ordinance, the change will not be accomplished.

Second Reading: The Board may not make changes to the ordinance text, and can only approve the ordinance or not.

ATTACHMENTS:
2.04.010 Meeting Days Ordinance Amendment (PDF)
Ordinance Summary (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY ORDINANCE NO.

An Ordinance Removing Provision Requiring Cancellation of Regular Board Meetings on Countywide Election Days

WHEREAS the regular meeting time and place for the Board of Supervisors is codified within Section 2.04.010 of Chapter 2.04 of the Mariposa County Code; and

WHEREAS there is currently a provision contained within Section 2.04.010 which requires that meetings be cancelled on county-wide election days and rescheduled to the following Tuesday; and

WHEREAS this provision was historically utilized to allow the Elections Official a large space to hand-tally ballots; and

WHEREAS the Elections Officer has not needed to utilize the Chambers to tally votes since the County transitioned to an election management system in 2018, and does not envision needing to use it again in the future; and

WHEREAS this amendment will remove the elections provision of Section 2.04.010.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Section 2.04.010 of the Mariposa County Ordinance Code is hereby amended as follows:

2.04.010 Regular Meeting Time And Place

Regular meetings of the board of supervisors shall be held at the Mariposa County government center in the town of Mariposa on the first four Tuesdays of each month at 9:00 a.m. for the transaction of any and all business which may come before the board, both as a board of supervisors and as the board of directors of the following districts:

A. County Service Area 1M (Don Pedro Subdivision), and
    1. Mariposa Pines Sewer Zone
    2. Sewer Zone (Don Pedro Subdivision)
    3. Coulterville Sewer and Water Zone
B. Mariposa Parking District
C. Wawona County Services Area 2W
D. Hornitos Lighting District
E. Mariposa Lighting District

DRAFT

Attachment: 2.04.010 Meeting Days Ordinance Amendment (2021-ORD-1169 : Regular Meeting Ordinance Amendment)

F. Coulterville Lighting District
G. Mariposa County Air Pollution Control District
H. Yosemite West Maintenance District
I. Mariposa County Water Agency
J. Mariposa County Local Transportation Commission
K. Housing and Community Development Agency
L. Redevelopment Agency of the County of Mariposa

In the event any Tuesday should be a legal holiday, the regular meeting of the board, both as a board of supervisors and as the board of directors of the above districts and/or agencies, shall be held at 9:00 a.m. at the above-mentioned place on the next succeeding day which is not a legal holiday.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 14th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

RENÉ LaROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

DRAFT

Attachment: 2.04.010 Meeting Days Ordinance Amendment (2021-ORD-1169 : Regular Meeting Ordinance Amendment)

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE REMOVING A PROVISION REQUIRING CANCELLATION OF BOARD OF SUPERVISORS MEETINGS ON COUNTYWIDE ELECTION DAYS

Notice is hereby given that on Tuesday, December 21, 2021, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of a proposed ordinance amending Chapter 2.04.010 which will remove a provision that requires cancellation of Board of Supervisors regular meetings on countywide election days.

The ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 23123.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors located at 5100 Bullion Street, Mariposa, California.

RENÉ LaROCHE
Clerk of the Board

Attachment: Ordinance Summary (2021-ORD-1169 : Regular Meeting Ordinance Amendment)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Assessment Appeals Discussion and Direction

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction regarding the Assessment Appeals Board.

Property taxes are based on a valuation assessed by the County Assessor-Recorder. Under California law, property owners have the right to appeal those values and the resulting taxes. Under the State Constitution and Section 1601 of the Revenue and Taxation Code (RTC), the Board of Supervisors is the defacto county board of equalization or assessment appeals board unless a separate assessment appeals board has been created by ordinance (RTC § 1620.) In Mariposa County, a separate five member Assessment Appeals Board (AAB) has existed since an ordinance was first adopted on June 3, 1975, which created Title 2.40 of the Mariposa County Code.

Initially, the AAB appears to have had no problem finding qualified people willing to serve. But upon the current Clerk of the Board's (COB) appointment, only three members existed on the five member board, and those three members were in the position of desiring to retire for some time, but staying on until successors could be found for the good of the County. However, despite their servant hearts, there came a time when those members had to step down. A concerted recruitment effort was undertaken with the COB contacting every member on the Mariposa Real Estate Board who qualified for service under RTC Section 1624 (attached), as well as individual contacts made by the COB and Board members. In 2016, additional people were found to serve, but the AAB dwindled to only two people which would not have provided the three people necessary for a hearing panel had it been required. This is a similar problem to what many other counties, but not all, have faced.

Since most of the AAB's actions revolve around accepting application withdrawals, or approving stipulated value agreements between the appellant and the Assessor, a little more time was gained by the adoption of Local AAB Rules on July 17, 2018, which allowed the COB to process ministerial actions, and for minor determinations to be accomplished by a single AAB member acting as a hearing officer.

Unfortunately, 2018 also brought the resignation of one of the two AAB members due

Agenda Item - No Resolution Requested

to his election to the County Assessor - Recorder position which left the County with only one AAB member, which is where it finds itself today.

In response to a suggestion from a peer in another county, staff also began investigating the possibility of transferring cases to other counties via an RTC provision. However, in-depth research by a Deputy Fresno County Counsel discounted that option, as the transfer provision applies only to appeals filed by AAB members or the COB.

Last year and again this year, the COB and Board members have been conducting outreach seeking volunteers but with no success. This, apparently, is not uncommon since many other counties, including Los Angeles County, have also had difficulties with keeping these positions filled.

Unfortunately, staff has exhausted all identified potential remedies and, with two assessment appeals now pending that have requested full hearings, is seeking Board direction as to how to proceed,

Potential options are:

1) Continue seeking volunteers for the AAB.

   However, it must be noted that assessment appeals have statutory deadlines and, if the existing matters are not heard timely, then the appellant's value will automatically take effect for that appeal year.

   Or

2) Rescind the AAB ordinances which will dissolve it and cause the county board of equalization function to revert back to the Board of Supervisors.

   According to the California State Board of Equalization, nineteen counties fill this role. This will require each BOS member to undergo Board of Equalization training prior to hearing any matter.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

6/3/1975: Ordinance 401 created the AAB.

10/10/1978: Ordinance 486 amended the appointment term and removal clause.

7/12/2016: Ordinance 1118 increased the compensation rates from $50 per day to $100 per day.

7/17/2018: Resolution 2018-356 created Assessment Appeals Board Local Rules

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is requested at this time. The Board may elect to not discuss the matter which will leave the problem unaddressed.

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

ATTACHMENTS:
RTC 1624 - AAB Member Qualifications (PDF)

RESULT: DIRECTION GIVEN

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

REVENUE AND TAXATION CODE

Section 1624

1624. (a) A person is not eligible for nomination for membership on an assessment appeals board unless he or she meets one of the following criteria:

(1) Has a minimum of five years professional experience in this state as a certified public accountant or public accountant, a licensed real estate broker, an attorney, a property appraiser accredited by a nationally recognized professional organization, or a property appraiser certified by the Office of Real Estate Appraisers, or a property appraiser certified by the State Board of Equalization.

(2) Is a person who the nominating member of the board of supervisors has reason to believe is possessed of competent knowledge of property appraisal and taxation.

(b) Documentation of qualifying experience of appeals board members shall be filed with the clerk of the board.

(c) This section shall apply only to an assessment appeals board in a county with a population of less than 200,000.

(d) County population estimates conducted by the Department of Finance pursuant to Section 13073.5 of the Government Code shall be used in determining the population of a county for purposes of this section.

(Amended by Stats. 2004, Ch. 407, Sec. 2. Effective January 1, 2005.)

Attachment: RTC 1624 - AAB Member Qualifications (12377 : Assessment Appeals Discussion and Direction)

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2021-695

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study

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RECOMMENDATION AND JUSTIFICATION:

Authorize the Board of Supervisors Chair to Sign a Letter of Support for an Office of Planning and Research Grant to Fund a Central Sierra Woody Feedstock Supply Organization Study (Cole Przybyla, Tuolumne County Innovation/Business Assistance Director).

Tuolumne County Innovation/Business Assistance Director Cole Przybyla will present a grant proposal for a Central Sierra Woody Feedstock Supply Organization study. The study would assist the Central Sierra region, including Mariposa County, in the development of an organizational plan for natural resource industries. Mr. Przybyla will be applying for a grant of $500,000 from the Office of Planning and Research and will request a letter of support for the grant application and study.

The current mechanisms for delivery of woody feedstock to natural resources manufacturing end users are fragmented by diverse suppliers, limited in their ability to support long-term feedstock supply, and not organized to promote private property, forest resilience or wildfire containment. As a result, there is minimal incentive for investment outside of public funding.

The Central Sierra Woody Feedstock Supply is a conceptual organization with a new model for leveraging private business capital to support forest restoration focused on connecting biomass to business. The organization would act as a broker of woody feedstock by operating an aggregation mapping tool to deliver accurate supply availability for demand by natural resource manufacturers and offering long-term feedstock contracts.

Tuolumne County is requesting our support for a grant application to study the possibility of such an organization. A draft letter and more information is attached for reference.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has provided various letters of support for partner grant applications and funding requests.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the letter. Individual members of the Board may write their own letters of support.

ATTACHMENTS:
woody feedstock organizational supply study_letter of support (PDF)
OPR Pilot Project Proposal (PDF)
Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: woody feedstock organizational supply study_letter of support (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of

December 3, 2021

Office of Planning and Research
Attn: Scott Morgan, Chief Deputy Director
1400 10th street
Sacramento, CA 95814

Dear Mr. Morgan,

On behalf of Mariposa County Board of Supervisors, and in partnership with the five-county Central Sierra region, I am writing today in support of the Central Sierra Woody Feedstock Supply organization study grant application. The proposed natural resources supply organization and digital mapping tool will assist with woody feedstock aggregation using a business model that promotes vegetation management, community fire resilience, forest restoration and local economic development. This bridge between private investment and public need is a critical step for the long-term sustainability of our region, our natural resources, and the related industry present and needed in our communities.

In 2016, Mariposa County was part of a ten-county area in the Sierra Nevada that was most impacted by drought and bark beetle infestation. More than a hundred million trees died across the Sierra Nevada. Catastrophic wildfires followed, feeding on dry and overgrown forests, including the two largest in Mariposa County's storied history. Thousands of tons of lumber have been left with virtually no resources to use the woody feedstock for commercial enterprise.

Government agencies, environmental organizations, and scientific research all support forest restoration as being imperative to reversing the negative impacts of tree mortality and unhealthy forests. Forest restoration will help to rebalance ecological function and result in a healthier and more resilient forest that produces strong trees, clean air and water, enhanced wildlife habitat and improved community protection against catastrophic wildfire.

The County of Mariposa, as part of the Central Sierra Economic Development District, has collaborated for decades with our neighbors in the Central Sierra to maximize public and philanthropic funds and advance region-wide initiatives. Leveraging a regional partnership approach, the Central Sierra counties can develop a model organization that is sustainable for our economies and our natural resources, partners with community vegetation programs, attracts public and private investment and improves the health of the forests loved by locals and millions of annual visitors alike.

Thank you for your time and consideration.

Sincerely,

Marshall Long, Chair
Mariposa County Board of Supervisors

COUNTY OF TUOLUMNE
Innovation and Business Assistance

Central Sierra
Natural Resources Organizational Study
OPR Pilot Project Proposal
OPR21110

Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

OPR21110

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Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

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Exhibit A – Scope of Work

☐ Contract ☒ Grant

Project Title: Central Sierra Natural Resources Organizational Study

SECTION ONE: GENERAL SUMMARY

The County of Tuolumne on behalf of the five-County Central Sierra is taking the next step to create a Supply Organization and Digital Mapping tool to assist with Natural Resource aggregation, while creating a business model to promote vegetation management, community fire resilience, forest restoration, and local economic development.

The current model of forest management does not efficiently deliver woody feedstock to natural resources manufacturing end-users. The current system is fragmented among many diverse suppliers, has limited mechanisms to support long term feedstock supply, and is not organized to promote private property or national forest fire resilience. As a result, it does not encourage investment beyond the capacity of public funding.

The County of Tuolumne is equipped to administer, implement, and maintain the CalFRAME grant and project with the Economic Development Director leading a team in creating an Organizational Study. As such, Tuolumne County will not be acting alone in the development of this project. The Central Sierra region has successfully administered and completed several multi-million dollar improvement projects and plans, while bringing a combined total of 20 years in grant management experience.

The Innovation and Business Assistance Department is the new organizational structure for Economic Development in the County of Tuolumne. As such, the county capabilities and accountability will operate in a consistent manner and keep honest, clear communication with the State of California and Office of Planning and Research staff throughout the duration of the grant term and beyond.

The final deliverables of an organizational study, minimum viable tool developed with Innovation Backwards and all developmental research associated with the Central Sierra Woody Feedstock Supply Organization will be made available upon request or online via the Office of Planning and Research.

NAME, PRICE, TERMCounty of Tuolumne
The County of Tuolumne has been awarded the grant with the total sum of $500,000.00, spanning from TBD to March 1st, 2025.

SECTION TWO: PROGRAM BACKGROUND AND OVERVIEW

California's Wildfire and Forest Resilience Action Plan, a Comprehensive Strategy of the Governor's Forest Management Task Force, was released in January 2021. The strategy included several action for the Governor's Office of Planning and Research to implement

including "**3.10 Address Feedstock Barriers through Pilot Projects:** Office of Planning and Research will develop five pilot projects to test new mechanisms for developing long-term feedstock contracts. Information and templates from the pilot projects will be shared broadly to provide a menu of options for broader adoption."
Senate Bill 85, The Budget Act of 2020 made appropriations for the support of state government for the 2020–21 fiscal year. This bill amended the Budget Act of 2020 by amending and adding items of appropriation and making other changes. "This bill would declare that it is to take effect immediately as a Budget Bill." Section 2 of the SB 85 includes funding for the Pilot Projects in the Wildfire and Forest Resilience Action Plan:

> "The funds appropriated in this item are available for support or local assistance and shall be used to (a) develop a framework for the state's wood utilization policies and priorities, **(b) support new long-term wood feedstock pilot projects, (c) spur innovation in the wood sector,** (d) partner with the IBank to develop a focused market strategy, and (e) complete a statewide wood products workforce assessment. These funds are available for expenditure or encumbrance until June 30, 2022, and for liquidation until June 30, 2025."

The Joint Institute for Wood Products Innovation at the Board of Forestry and Fire Protection developed draft criteria for the Pilot Projects and provided areas/regions of the state and entities within the regions to manage and implement the Pilot Projects. Those regions and pilot entities include the North Bay Area/Marin County, managed by XXX, the North Coast, managed by the North Coast Resource Partnership, Northeastern/Shasta region, managed by the Pit River Resource Conservation and Fall River Resource Conservation District, the Tahoe Central Sierra region, managed by the Sierra Nevada Conservancy and Stewardship West, and the 5 County Central Sierra region, managed by the County of Tuolumne. The areas and entities represent a broad area of forested lands and communities with a diverse group of entities managing the grants that will provide the state with great information on how different organizations can work together across counties to support innovative solutions to long-term wood feedstock aggregation, contracting, and economic development activities.
Based on the action item identified by the Governor's Forest Management Task Force, the urgency measures of Senate Bill 85, and the direction from the Joint Institute, the Office of Planning and Research (OPR) is providing grants to the identified regions and entities for the required Pilot Projects.

The Central Sierra Woody Feedstock Supply Organization will be a new model for leveraging private business capital to support forest restoration with its focus on connecting biomass to business. The organization would act as a broker of woody feedstock by operating an aggregation mapping tool to deliver accurate supply availability to demand by Natural Resource Manufacturers and offer long-term feedstock contracts. Needs to have background info for the funding of this project. Needs language from SB 85 and any other legislative language to support.

The pivotal piece in the organization will be to leverage private, non-commercial vegetation management as a base feedstock supply to balance the risk associated with maintaining reliable supply from public lands and state assets. Furthermore, the organization would aggregate from Master Stewardship Agreements, Good Neighbor Authority's, PG&E and state organizations such as

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Caltrans, Cal FIRE and the Department of Conservation. The organization will work with **our** partners in the region to protect assets and conduct community scale vegetation management on private property. The addition of a private vegetation management component is vital as the Central Sierra region includes a large mix of public and private lands. For example, while Tuolumne County is 70% federal lands with the Stanislaus and Yosemite National Forest, Calaveras is the exact opposite with 70% private lands between major landowners and private residencies.

To address the necessity of industry investment in the region, Tuolumne County received $70 million from the federal government to address unmet recovery needs from the 2013 Rim Fire and its associated footprint, while also supporting public safety, economic recovery, and community fire resilience. The Rim Fire was one of the first in the current wave of megafires exacerbated by bark beetle infestations, drought and extreme heat. Of the $70 million investment, there are three pillars with funds going toward restoration projects, two resiliency centers and a $22 million allocation dedicated to The Biomass Utilization Fund. The fund provides loans to businesses located in, or relocating to, Tuolumne County that increase the utilization of woody feedstock from the surrounding forests. **The Central Sierra** region is anticipating six natural resource companies with four of those companies utilizing the BUF loan, this will be an increase of 200-300 fulltime natural resources industry careers added by 2024. Those careers will be at a biochar business, small scale biomass energy plant, a company which sorts biomass for multiple product lines, a potential biofuel plant in Mariposa, old mill conversion in Amador and a $150,000,000 pellet plant with contracts to ship material to Japan for energy production.

Despite the progress that has been made in the biomass utilization space in recent years, it is evident that **the Central Sierra** egion has not assisted in developing a sufficient foundation of biomass businesses due to an inconsistent supply of feedstock. For example, a local wood shavings company in Tuolumne County indicated **a** desire to expand operations and explore new business opportunities, but due to such large fluctuations in feedstock supply over the previous five years, long-term contract supply issues prevented additional future investments. In addition, a national biofuel organization, Aemetis, headquartered in California, is open to investing in the Central Sierra region, but indicated they would not invest without secure woody feedstock supply contracts. The supply conversations across the five counties with current businesses in operation, detailed a similar story: (1) short timelines for public land logging which leads to large stockpiling during late summer/fall months, (2) unreliable rates with fluctuations in excess of $25+ per bone dry tonne, and (3) an inconsistent supply. This inconsistency and unreliability leads to a large amount of risk when creating projections for future capital investments.

The Central Sierra Woody Feedstock Supply Organization is concurrently in development with Amazon Web Services and CalPoly Innovation Backwards on a digital tool that will correlate tree-level data directly from satellite imagery to produce LiDAR-like measurements of vegetation structure at a regional and parcel level scale. The goal would be to provide data on species classification, mortality and quantity to identify, plan, execute, and monitor woody feedstock supply aggregation and harvests. On September 15, 2021, the first working session for the digital tool was virtually attended by 15 key stakeholders to develop the base working idea for a problem statement. On October 25, 2021 the Tuolumne County Innovation and Business Assistance department convened 45+ expanded stakeholders to develop the next steps in developing a FAQ sheet to inform the process of tool development. In the following months, the group will convene 1-2 more times to expand and finalize tool development.

The tool will allow the organization to properly plan the desired allocations per business by correlating the species, board feet and distance from the source to businesses in residential or regional blocks, to create efficiencies in delivering a reliable supply based on a purchased contract. Furthermore, because the proposed data will be taken from satellite imagery, **our** organization can update the annual changes on the landscape and document improvements in forest health and community wildfire resilience. Additionally, annual updates will provide data to do the following: (1) assess the carbon sequestration value of forest restoration activities in treated regions, (2) identify wildfire risk metrics that can incentivize private property landowner participation through a pilot project opt-in program, and (3) create a mechanism for Natural Resources businesses to have certifications to track the chain of custody of harvested material (feedstock type, harvest location and harvest technique).

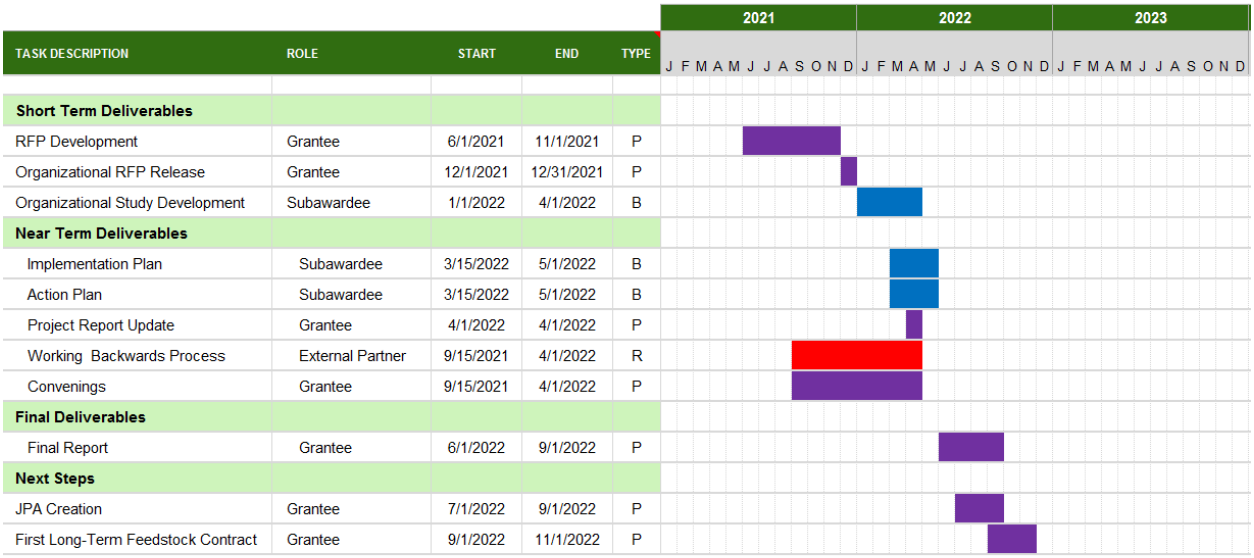
The Central Sierra Woody Feedstock Supply Organization will be the convergence point for significant innovation in creating potential solutions for change in the natural resources manufacturing industry and forestry management in California by spearheading a regional approach with a Joint Powers Authority (JPA) between Alpine, Amador, Tuolumne, Calaveras and Mariposa County. A regional JPA will be the mechanism to create a cross-generational approach to forest management with sustainable economic drivers as the best way to assure consistent sustainable forest and community vegetation management between public and private property. Integrating a wood products campus and sustainable forest management with an emphasis on removing otherwise non-merchantable material, through a joint effort model will attract investments from philanthropic, forest industries, private sector, federal and state agencies. The project will also enable the development of small business incubation spaces where innovative forestry business concepts can develop in low-cost rent buildings, with a reduced rate agreement, consistent feedstock supply and a business assistance atmosphere.

Above all, the Organizational Study and associated deliverables as proposed will address how forest restoration, climate adaptation, and stakeholder engagement can arise from delivering biomass to businesses, all while promoting community fire resilience and enhancing public safety.

Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

Central Sierra Supply Organization

Gantt Chart



TASK DESCRIPTION	ROLE	START	END	TYPE
Short Term Deliverables				
RFP Development	Grantee	6/1/2021	11/1/2021	P
Organizational RFP Release	Grantee	12/1/2021	12/31/2021	P
Organizational Study Development	Subawardee	1/1/2022	4/1/2022	B
Near Term Deliverables				
Implementation Plan	Subawardee	3/15/2022	5/1/2022	B
Action Plan	Subawardee	3/15/2022	5/1/2022	B
Project Report Update	Grantee	4/1/2022	4/1/2022	P
Working Backwards Process	External Partner	9/15/2021	4/1/2022	R
Convenings	Grantee	9/15/2021	4/1/2022	P
Final Deliverables				
Final Report	Grantee	6/1/2022	9/1/2022	P
Next Steps				
JPA Creation	Grantee	7/1/2022	9/1/2022	P
First Long-Term Feedstock Contract	Grantee	9/1/2022	11/1/2022	P

Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

SECTION THREE: DELIVERABLES OF ORGANIZATIONAL STUDY

Short-term deliverable – December 2021 to March 2021

- GRANTEE-
  - Central Sierra Supply Organization Study RFP
    - Grantee RFP Release Date: December 1, 2021
    - Subawardee Start Date: January 1, 2021
    - Subawardee End Date: March 1, 2021

Near-term deliverables – September 2021 to April 1, 2021

- SUBAWARDEE TBD –
  - Legal Structure Implementation Plan to describe the steps needed to build the JPA and establish it's governance structure.
    - Grantee Implementation Estimate RFP Release Date: March 1, 2021
    - Subawardee Start Date: March 15, 2021
    - Subawardee End Date: May 1, 2021
- SUBAWARDEE TBD –
  - Entity Action Plan to guide long-term entity activities and operations. This plan will include a rough budget to account for costs needed to open and operate the entity.
    - Grantee Implementation Estimate RFP Release Date: March 1, 2021
    - Subawardee Start Date: March 15, 2021
    - Subawardee End Date: May 1, 2021
- GRANTEE –
  - Next step update based on initial findings, update on Innovation Backwards Process, and updated GANTT Chart for JPA Implementation
    - Grantee Estimate Update Report Date: April 1, 2021
- GRANTEE –
  - In coordination with the Innovation Backwards Team and CalPoly, the Grantee will coordinate an estimated Natural Resource convenings with the budgeted allocation of $10,000 covering the cost of in-person convenings.
    - Virtual Convenings
      - September 15, 2021
      - November 8, 10 & 19, 2021
      - TBD Update Convenings once per month 2022
        - January - March
    - In-Person Convenings
      - October 25, 2021
      - April 1, 2022

Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

Final Deliverable - TBD September 2022

- GRANTEE – Aggregation Document of all material responses from Organizational Study, Working Backwards and additional processes
- GRANTEE – Lessons learned through project development and implementation process

SECTION FOUR: SCOPE OF SERVICES

The next step the Central Sierra counties will take in development is a Natural Resources Organizational Study. This study will include four primary topics:

- Feedstock Analysis
- Legal Analysis
- Financial Analysis
- Community Analysis

Below is an outline of the desired expectations the Central Sierra Counties associate with developing a Supply Organization and the questions **the Central Sierra** have before taking the next steps in implementing a Woody Feedstock Aggregation Organization, however this list is not exhaustive list. *Please include organizational questions, ideas, or concepts, in your firm's expert opinion, the organizational study should include as a topic of importance.*

1) Feedstock Analysis – This analysis will cover the how much and the where of woody feedstock (low-to-no-value biomass). The study should build off of already completed studies such as the Sierra Nevada Conservancy report, Joint Institute for Wood Innovations report, Sierra Nevada Biomass Opportunities report, Central Sierra Economic Development District Biomass Report (reports in appendix), and additionally add in parcel level data for a private vegetation management analysis. Also, the chosen firm should outline where supply does not equal demand to assist in the logistics of biomass to business. The analysis will also cover what's the cost to move material and combine this all into a dataset for future digital mapping integration. Finally, the goal of utilizing all this information will be to supply long-term feedstock contracts, thus the desired firm will need to offer assessments of such contracts.

    - How many bone-dry tons of woody feedstock could be generated in what time frame if community scale vegetation management occurred across the five-county region in regular intervals?
    - How would the supply of material fit the existing demand across the region?
    - Brush
    - Log
    - How would such an organization distinction the differences between biomass, woody feedstock, logs, etc.?

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- How would such an organization secure contracts for both public and private feedstock sources?
- How does such a proposed organization assist with the State of California's Fuel Reduction targets and does it hamper/assist vegetation management programs?
- How would project activities impact forest health and/or what methods will be used to assess, and if necessary, mitigate adverse environmental impacts? Can data collected through these activities track changes to forest health in treated regions?
- What kinds of business opportunities would be a good match for the woody feedstock material that would be harvested in the Central Sierra region?
- Based on the best uses of woody feedstock by industry partners, what type of material will supply the industry needs from vegetation management? Small vs large diameter trees, ladder fuels, dead vs alive, high water content vs low, etc?
- What is a practical minimum size for industry use?
- How much will it cost to move woody feedstock from communities to wood products business campuses or centers?
- How would a JPA Supply Organization successfully develop a price to offer long-term feedstock contracts of 5, 10, and 20 years to local end-users and do such contracts already have a known cost estimate and how does it account for inflation?

- Significant advances in satellite technologies have offered the opportunity for high-resolution imagery to create lidar-like data maps, what models can the Central Sierra adopt, purchase or create to a usable tool for woody feedstock aggregation.
- How should **the supply** organization assess and ensure that activities under the proposed model (i.e. feedstock harvest, aggregation, transportation, processing and production of biofuels, bioenergy and/or wood-based products), will be aligned with local and state climate goals?
- How can timber market fluctuations, including saturated markets from wildfire salvage, impact economics and long-term feedstock supply in your region?
- Compile a list of any and all known facilities that are either currently operational and can be expanded or those that are idle and can be retrofitted/modified with best available control technology (BACT) for bioenergy generation or wood product development. Compile any EDA eligible sites (wood product or bioenergy facilities) that are contained within or adjacent to disadvantaged communities in the Central Sierra.
- If **a supply** organization could agree with a landowner, industry partner, or similar on space what would be your firms suggested model for a Innovation Wood-Campus? Could **the Central Sierra** spur industry research through subsidized space, wood or other?
- Can a JPA develop a strategic reserve of woody feedstock, or log decks, in locations across the Central Sierra? What would be the minimum acreage?

2) Legal Analysis – **The Central Sierra** also will need to discuss the who of authority. Does a JPA, FRA, non-profit, private industry or county entity have the authority for such projects and who has authority to issue contracts, etc? Which organizational

Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

structure would be of most benefit? The Central Sierra would like to pursue a JPA structure based on the merits of regional projects and the ability to accessible implement such an organization. Additionally, work by the Conservation Strategy Group in an August 2020 paper gave precedence for the concept of a JPA/FRA type structure for regional wood waste management.

- Who has authority for such projects, what should a potential structure of an organization consist of, can such an entity issue/sell long-term feedstock contracts?
- What kinds of authorities are necessary to support community scale vegetation management? Are local police powers an appropriate enforcement mechanism? Others?
- Who in the five-county region has those authorities? Can local land-use authorities develop metrics for fire defensible space requirements?
- What kind of organizational structure would best serve the purpose of coordinating and executing community scale vegetation management?
- Would that organizational structure be an appropriate legal structure for entering into feedstock contracts?
- Is there reason, liability for example, to consider a separate legal structure to offer long-term feedstock contracts?
- Are there legal mechanisms to protect the entity(s) from risk and liability, including insurance products?
- How would such an organization legally partner with insurance companies to offer a pilot insurance product specifically for forested areas and communities opting into community scale vegetation management?
- Should such an organization consider local, state and federal air quality constraints, land-use constraints, and wood product market constraints?
- Can such an organization consider a Programmatic EIR to mitigate the concerns in questions 4.2.9? How does Exemption 1038 fit in to **the supply organization** concept?
- Can a cost-share program be developed for the procurement and transportation to log decks of wildfire biomass?

3) Financial Analysis – This analysis will help to explain how the Central Sierra will fund such an organization with a mix of public, private funds etc, while creating revenue projections for a revenue positive triple bottom line community asset. The analysis will address if the organization needs an economy of scale benefits recommendation (for example, shouldthe organization include Mono County and/or El Dorado County?) Finally, considerations need to include how the organization leverages existing investments to produce greater impact with federal funds, property investments, and local dollars.

- How do**es the Central Sierra** fund an organization of this type with a mix of public and private investments?

- How would **the Central Sierra** fund the first few years of **a supply organization** prior to revenue generation?
- Is there economy of scale benefits?
- Revenue projections
- Would such an organization have opportunities for alternative revenue generating sources?
- How can public funding be integrated across NRCS, CAL FIRE, USFS, local assessments, philanthropy, tribal and others to assure that every landowner can participate and that there is continuity across private parcels?
- What benefits would accrue based on the economies of scale that a coordinated community scale program would produce?
- How can public funding be integrated across agencies including CAL FIRE, USFS, Caltrans, tribal, WUI and others to fund vegetation management on the one-mile public lands buffer?
- How much revenue could be generated from selling the material and would any of that revenue be available to subsidize vegetation management for community members who wouldn't otherwise be able to afford it and/or along the one-mile buffer on public lands?
- What are the potential/estimated annual liability costs associated with enforcing JPA authorities (i.e. fire defensible space requirements)

4) Community Analysis – This is the analysis of how **the Central Sierra will** garner support of the Central Sierra communities and how **the supply organization will** consider property owner concerns, especially around county code compliance when contractors do work on private property. The final component will be can **a supply organization** incentivize participation through property tax or insurance subsidies.

- How does an organization garner the support of property owner issues of compliance, incentives?
- How does such an organization collaborate with Community Development Districts, Firewise Communities, Utilities and tribal entities to enhance community scale vegetation management?
- What questions do local decision-makers and community members need answered to support action and use this information to assure these questions are incorporated into the analysis?
- Are communities interested in and willing to consider community scale vegetation management?
- Can a JPA or other organizational structure require private property owners to participate?
- Are there incentives that could be offered to community members to enhance the benefits they receive from participation?
- Can vegetation management activities be coordinated with home hardening and other property improvements?

Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

- Can a property owner be assured that allowing access to their land will not subject them to unrelated code enforcement or other regulatory consequences?

Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

SECTION FIVE: PROJECT PARTNERS

1. The Counties of Alpine, Amador, Calaveras, Tuolumne and Mariposa
    a. Economic Development Directors as Leads
        i. Cole Przybyla of County of Tuolumne as POC
2. Governor's Office of Planning and Research
    a. CalFRAME Grant Originator
3. Governor's Office of Business and Economic Development
4. Forest Resource Management of California Natural Resource Agency
5. Wood Innovations, Cooperative Forestry USDA
6. Rural Counties Representatives of California
7. Sierra Business Council
8. Center for the Study of the Force Majeure
9. Sierra Nevada Conservancy
10. Sierra Institute
11. California Forestry Association
12. Blue Forest Conservation
13. Stanislaus National Forest USFS
14. USFS Pacific Southwest Research Station
15. Forest Economic Advisors
16. UC Agriculture and Natural Resources Cooperative Extension
17. Mother Lode Job Training
18. Central Sierra Economic Development District
19. Innovation Backwards
    a. Amazon Web Services
    b. CalPoly DxHub
20. Industry Partners of Note
    a. Sierra Pacific Industries
    b. Walla Walla Resources
    c. Sierra Resource Management
    d. American Wood Shavings

Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

SECTION SIX: WORKS CITED AND ARTICLES OF MERIT

- 1 - Lupien, S., & Harrison, J. (2019). (rep.). *Identifying Market Interests and Opportunities for Sierra Nevada Sustainable Forestry Materials* (pp. 1–28). Santa Cruz, CA: Center for the Study of the Force Majeure.
- 2 - Sanchez, D., Zimring, T., Mater, C., & Harrell, K. *Literature Review and Evaluation of Research Gaps to Support Wood Products Innovation*. Joint Institute for Wood Products Innovation.
- 3 - Darlington, Christiana. *Forest Resilience Authorities ("FRAs") : How Regional Wood Waste Management Can Support Forest Health, Climate Mitigation, and Economic Development Goals in California*. Conservation Strategy Group , Aug. 2020.
- 4 - "Biomass Utilization Fund." *National Disaster Resilience Competition*, Sierra Nevada Conservancy, sierranevada.ca.gov/what-we-do/ndrc/
- 5 - "Programs of Study." *Forestry and Natural Resources*, Columbia College, www.gocolumbia.edu/programsofstudy/area_forestry_natural_resources/fnr.php.
- 6 – "Calaveras County trying to wrap up Tree Mortality Program." MyMotherLode, https://www.mymotherlode.com/news/local/1250639/calaveras-county-trying-to-wrap-up-tree-mortality-program.html

Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

SECTION SEVEN: EXHIBITS

Exhibit B – Budgets

Subawardee Name: County of Tuolumne

Principal Investigator (Last, First): Przybyla, Cole

Exhibit B

COMPOSITE SUBAWARDEE BUDGET FOR ENTIRE PROPOSED PROJECT PERIOD
07/01/2021 to 06/30/2024

From: / To:	07/01/2021 06/30/2022	07/01/2022 06/30/2023	07/01/2023 06/30/2024	
BUDGET CATEGORY	**Year 1**	**Year 2**	**Year 3**	**TOTAL**
PERSONNEL: *Salary and fringe benefits.*	$3,000	$2,000	$0	$5,000
CONVENINGS	$5,000	$5,000	$0	$10,000
INNOVATION CAMPUS	$50,000	$50,000	$0	$100,000
SATTELITE TO GROUND TRUTHING	$50,000	$0	$0	$50,000
ORG STUDY CONSULTANT	$310,000	$0	$0	$305,000
IMPLEMENTATION & ACTION PLAN	$0	$30,000	$0	$30,000
OTHER DIRECT COSTS (ODC) *Subject to IDC Calc*				
ODC #1: Subject Compensation *Y*	$0	$0	$0	$0
ODC #2 *Y*	$0	$0	$0	$0
ODC #3 *Y*	$0	$0	$0	$0
ODC #4 *Y*	$0	$0	$0	$0
ODC #5 *Y*	$0	$0	$0	$0
ODC #6 *Y*	$0	$0	$0	$0
TOTAL DIRECT COSTS	**$0**	**$0**	**$0**	**$0**
Indirect (F&A) Costs *Rate* **F&A Base** *MTDC **	*$0* **$0**	*$0* **$0**	*$0* **$0**	*$0* **$0**
TOTAL COSTS PER YEAR	$413,000	$87,000	$0	
TOTAL COSTS FOR PROPOSED PROJECT PERIOD				$500,000

* MTDC = Modified Total Direct Cost

Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

JUSTIFICATION. *See Exhibit B1 - Follow the budget justification instructions.*

Annual Budget Flexibility (lesser of % or Amount)

Prior approval required for budget changes between approved budget categories above the thresholds identified.	**%**	**10.00%**
		or
	Amount	*$10,000*

Attachment: OPR Pilot Project Proposal (RES-2021-695 : Authorize the BoS Chair to Sign a Letter of Support for a Natural Resources Study)

Central Sierra Woody Feedstock Organization

Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Purpose

- Biomass to business to promote vegetation management, community fire resilience, forest restoration, and local economic development.

Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Problem

- The current model of forest management does not efficiently deliver ecologically delivered woody feedstock to natural resources manufacturing end-users
- Central Sierra landowners own valuable biomass assets, but currently only have access to chip, burn, leave or ship out of county.

Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Solution

- By leveraging regional partners to conduct community scale vegetation management a proposed organization can deliver stability to both industry and landowners
- With proper planning we can create efficiencies in delivering a reliable supply based on a purchased feedstock contract

Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

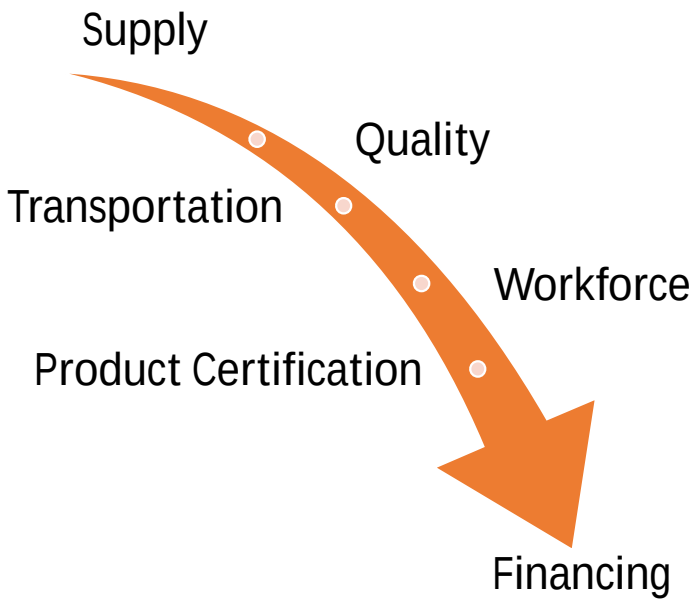
Business Outreach

- American Wood Shavings, Tuolumne
- AmPine, Amador
- Alpine Biomass
- GSNR, Multi County
- Golden Grid, Mariposa

Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Key Issues



Contributions to six key issues by Sandra Lupien and Joshua Harrison – Annotation 1

Supply Sources

- Base Feedstock
  - Community Vegetation Management
  - Private Lands
- Public Lands
- State Asset Management

Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

First Grant Attempt

- Sierra Nevada Conservancy Community Resiliency Grant
  - Received LOS from Tuolumne, Amador and Mariposa
  - Prior to SNC change of mind in process of LOS from Calaveras and Alpine

Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Letter of Supports

- Received
  - Stanislaus National Forest
  - Tuolumne County
  - Central Sierra Economic Development District
- In Progress
  - 5 County Board of Supervisors
  - 4 Industry Manufacturers

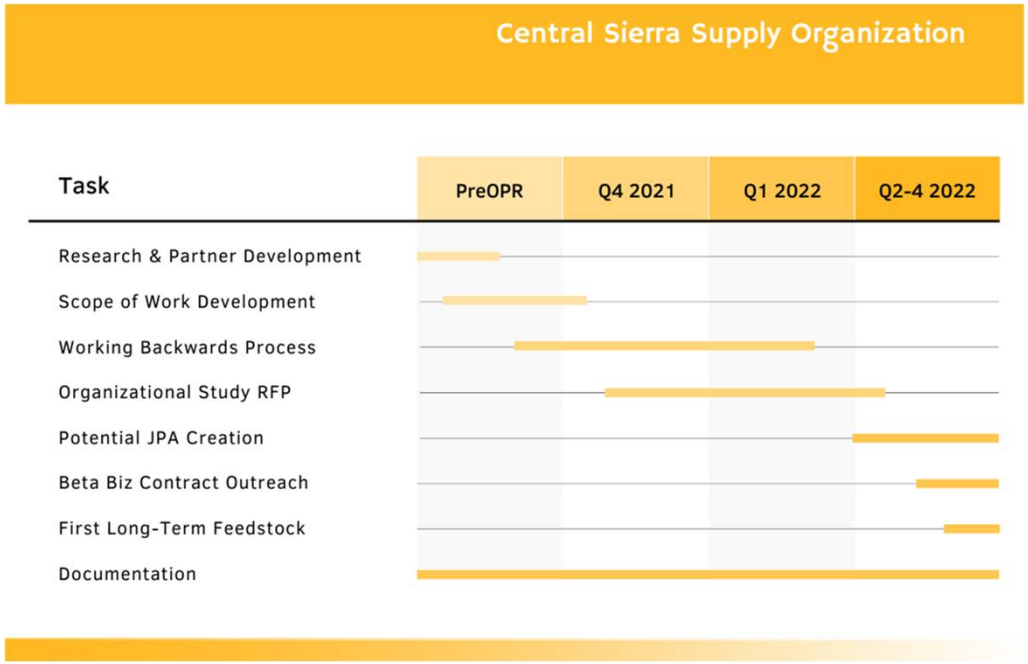
Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

What is Next

- $500,000 Woody Feedstock Aggregation Grant from Office of Planning and Research
- Working Backwards with Amazon Web Services and Cal Poly via DX Hub

Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Gantt Chart



Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Organizational Study

- Study
  - Feedstock Analysis
  - Legal Analysis
  - Financial Analysis
  - Community Analysis
- Convening/s
- Wood Innovation Campus
  - Match
  - Technical Assistance Partner

Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Wood Campus

- Small Business Incubation
  - SBDCs
  - Fortune 500
- iHub2
  - Consensus on a Proposal ?
- Research Subsidies
  - Examples of Joint Institute Wood Available
    - Region 5 – 58% White Fir
    - Region 6 – 62% Red Fir

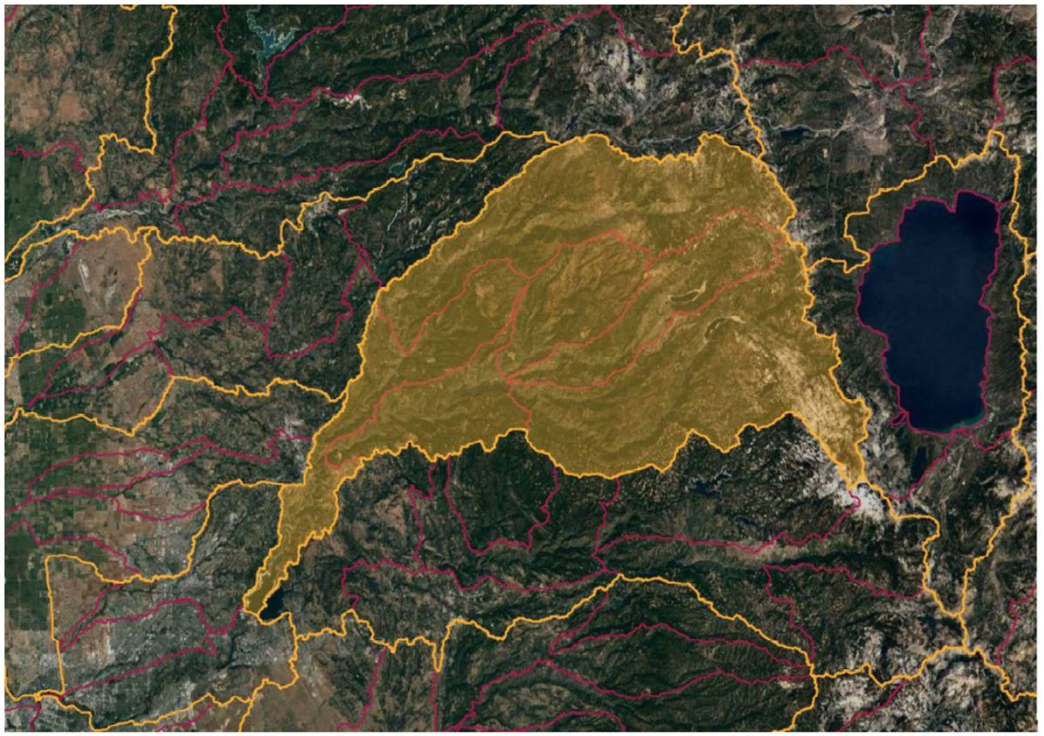
Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Working Backwards

- First Session
  - Sept 15, 2021
- Second Session
  - Oct 25, 2021
- Presentation of Session Outcomes & Comments
  - TBD, First of the Year 2022
- Minimum Viable Product
  - Q2 2022

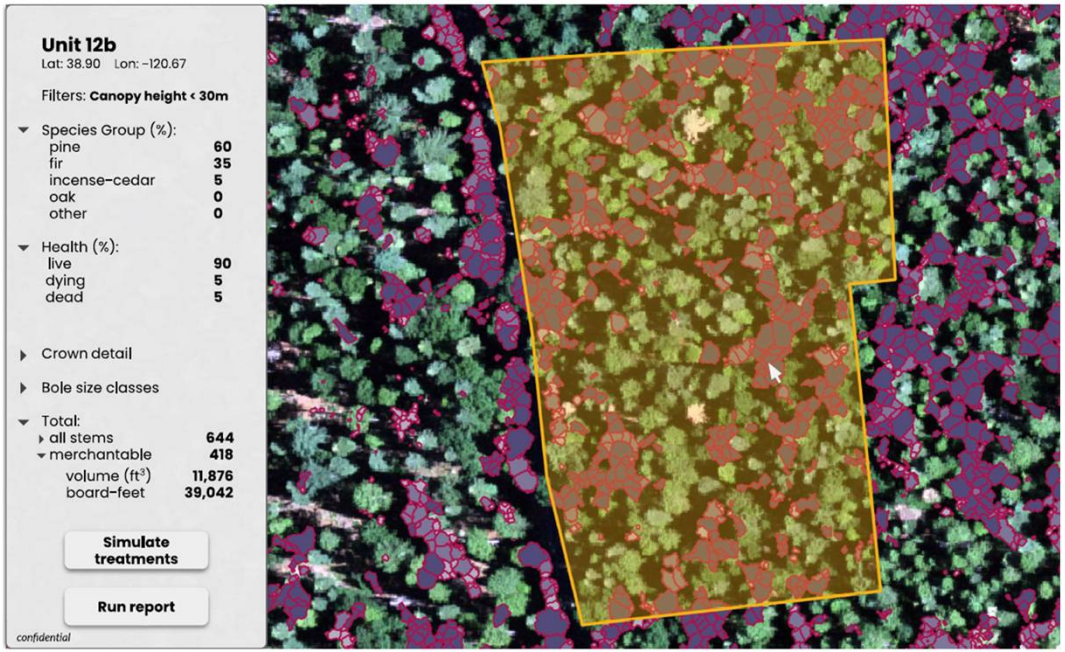
Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Tool Regional View



Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Tool Parcel Level



Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Attachment: Central Sierra Woody Feedstock Organization Presentation for Mariposa_cole (1) (RES-2021-

Works Cited

- 1 - Lupien, S., & Harrison, J. (2019). (rep.). *Identifying Market Interests and Opportunities for Sierra Nevada Sustainable Forestry Materials* (pp. 1–28). Santa Cruz, CA: Center for the Study of the Force Majeure.
- 2 - Sanchez, D., Zimring, T., Mater, C., & Harrell, K. *Literature Review and Evaluation of Research Gaps to Support Wood Products Innovation*. Joint Institute for Wood Products Innovation.
- 3 - Darlington, Christiana. *Forest Resilience Authorities ("FRAs") : How Regional Wood Waste Management Can Support Forest Health, Climate Mitigation, and Economic Development Goals in California*. Conservation Strategy Group , Aug. 2020.
- 4 - “Biomass Utilization Fund.” *National Disaster Resilience Competition*, Sierra Nevada Conservancy, sierranevada.ca.gov/what-we-do/ndrc/
- 5 - “Programs of Study.” *Forestry and Natural Resources*, Columbia College, www.gocolumbia.edu/programsofstudy/area_forestry_natural_resources/fnr.php.
- 6 – “Calaveras County trying to wrap up Tree Mortality Program.” MyMotherLode, https://www.mymotherlode.com/news/local/1250639/calaveras-county-trying-to-wrap-up-tree-mortality-program.html

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2021-696

MEETING: December 21, 2021

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Central Sierra Broadband Utility Zone Consortium

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution of Intention to Form the Central Sierra Broadband Utility Zone Consortium.

Mariposa County is not currently a member of any California Broadband Consortium. The California Advanced Services Fund (CASF) Rural and Urban Regional Broadband Consortia Account was established by Senate Bill (SB) 1040 on September 25, 2010. Since that time and until December 31, 2018, Tuolumne County was included in the Central Sierra Connect (CSC) Broadband Consortium, consisting of 5 contiguous counties (Alpine, Amador, Calaveras, Tuolumne and Mariposa) and sponsored by Amador Tuolumne Community Action Agency. That sponsorship has ended, and it is incumbent upon our counties to re-form if we wish to be considered for regional CASF funding for broadband infrastructure, outreach, digital literacy and any other goals that CASF may want to achieve to close the Digital Divide.

When contacted earlier this year, CASF staff advised us that we needed a Resolution or Memorandum of Understanding among the counties to be considered as a Consortium and therefore eligible for CASF funding. Included in this packet is the Resolution that will begin the process to become certified once again as an authorized Broadband Consortium. We expect that the other counties formerly in the CSC Broadband Consortium will take this same Resolution to their respective Boards.

So as not to be confused with the former consortium, we have agreed to name this new consortium the Central Sierra Broadband Utility Zone Consortium, or Central Sierra BUZ.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa Board of Supervisors approved an item on February 12, 2008 in support of the CSC grant to the California Emerging Technology Fund that initiated the regional collaboration.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Mariposa County will not be eligible for certain funding otherwise available from the California Advanced Services Fund.

ATTACHMENTS:
Resolution CS BUZ Mariposa (PDF)
Resolution 2008-050 - Central Sierra Connect (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

RESOLUTION NO. 2021-

A RESOLUTION OF THE MARIPOSA COUNTY BOARD OF SUPERVISORS DECLARING ITS INTENTION TO FORM THE CENTRAL SIERRA "BROADBAND UTILITY ZONE" CONSORTIUM

WHEREAS broadband or high-speed internet services are not available equally throughout our county or region; and

WHEREAS, in the past, Mariposa County joined with the counties of Alpine, Amador, Calaveras and Tuolumne ("Central Sierra Counties") to form the Central Sierra Connect Broadband Consortium ("CSC Consortium") a program of the Amador Tuolumne Community Action Agency; and

WHEREAS the goal of the CSC Consortium was to make ubiquitous broadband available to the Central Sierra Counties through the aggregation of users, engagement of providers and potential users, simplification of county and municipal policies and outreach to the unserved and underserved members of the region; and

WHEREAS the Amador Tuolumne Community Action Agency no longer sponsors the CSC Consortium; and

WHEREAS the Central Sierra Counties desire to continue the work of the CSC Consortium and close the Digital Divide in our region; and

WHEREAS the Central Sierra counties wish to continue as a broadband consortium in order to accept grant funding and other broadband opportunities as a region; and

WHEREAS this re-formed consortium shall be known as the Central Sierra Broadband Utility Zone ("Central Sierra BUZ") and shall undertake the work necessary to achieve the goal of the CSC Consortium and any other goals the Central Sierra Counties may define and agree upon; and

WHEREAS it is agreed by the Central Sierra Counties that the counties shall develop an agreement stipulating the terms under which the Central Sierra BUZ shall operate, including powers and limitations, governing board structure and limitations of liability.

NOW THEREFORE BE IT RESOLVED that the Mariposa County Board of Supervisors hereby pledges its support for the Central Sierra BUZ and affirms its endorsement to apply for grant funding to facilitate the spread of ubiquitous high-speed internet service to the region.

PASSED AND ADOPTED this 21th day of December, 2021 by the following vote:

AYES:
NOES:
ABSENT:

_____
Marshall Long, Chair of the Board

ATTEST:

_____
René LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Resolution CS BUZ Mariposa (RES-2021-696 : Central Sierra Broadband Utility Zone Consortium)

MARIPOSA COUNTY BOARD OF SUPERVISO | **AGENDA ACTION FORM** | **DATE**: February 12, 2008 AGENDA ITEM NO. 5

DEPARTMENT: Board of Supervisors

BY: Chair Turpin
PHONE: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION:

Michelle Shelton, Amador-Tuolumne Community Action Agency Projects Manager, to Present an Overview of the Current Status and Planned Progress on the Amador/Tuolumne/Calaveras/Mariposa/Alpine Grant and Approve Application for Submission to the California Emerging Technology Fund (CETF) for High Speed Internet Service, and Approve a Resolution in Support of the grant Application to CETF for Broadband Education and Enhancement

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Broadband Services are not Available Equally throughout the Community at this Time

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Financial Impact? ( ) Yes (X) No Current FY Cost: $ Annual Recurring Cost: $
Budgeted In Current FY? ( ) Yes ( ) No ( ) Partially Funded
Amount in Budget: $
Additional Funding Needed: $
Source:
Internal Transfer _____
Unanticipated Revenue _____ 4/5's vote
Transfer Between Funds _____ 4/5's vote
Contingency _____ 4/5's vote
( ) General ( ) Other

List Attachments, number pages consecutively
Formal Resolution

CLERK'S USE ONLY:
Res. No.: 08-50 Ord. No. _____
Vote – Ayes: 5 Noes: _____
Absent: _____
( ) Approved
( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____
Deputy

COUNTY ADMINISTRATIVE OFFICER:
✓ Requested Action Recommended
_____ No Opinion
Comments:

CAO: [signature]

Revised Dec. 2002

Attachment: Resolution 2008-050 - Central Sierra Connect (RES-2021-696 : Central Sierra Broadband Utility Zone Consortium)

MARIPOSA COUNTY RESOLUTION NO. 08- 50

WHEREAS, broadband internet services are not available equally throughout the community; and

WHEREAS, Mariposa County staff and Board of Supervisors have worked hard to form public and private partnerships to address this issue; and

WHEREAS, The Amador-Tuolumne Community Action Agency has applied for a grant from the California Emerging Technology Fund to facilitate the development of broadband internet throughout the community through a planning, outreach and engagement aggregation of demand project called A-TCAA Central Sierra Connect; and

WHEREAS, the A-TCAA Central Sierra Connect will help prepare to blanket the entire county with internet service; and

WHEREAS, the A-TCAA Central Sierra Connect project will prepare Mariposa County residents with the skill set necessary for the jobs and technology of tomorrow, while also attracting and retaining technology related jobs; and

WHEREAS, the A-TCAA Central Sierra Connect project will attempt to address the "digital divide" by working towards providing low-cost or no-cost personal computers and technology training to underserved population groups; and

WHEREAS, the A-TCAA Central Sierra Connect project will plan to support a growing mobile workforce and elevate the technical knowledge of the current and future workforces; and

WHEREAS, the A-TCAA Central Sierra Connect project will continue the transformation of services throughout Mariposa County and support the continued development of Mariposa County's eGovernment services; and

WHEREAS, the A-TCAA Central Sierra Connect project facilitates a competitive public-private partnership that encourages the development of new businesses, as well as creative new opportunities for information service delivery; and

WHEREAS, the A-TCAA Central Sierra Connect project will be a tremendous asset for attracting and retaining businesses and for fostering job creation in local communities throughout Mariposa County; and

WHEREAS, the A-TCAA Central Sierra Connect project will be a model of cooperation and collaboration between government, business and education and the community;

NOW, THEREFORE, BE IT RESOLVED that the Mariposa County Board of Supervisors hereby affirms its support for A-TCAA Central Sierra Connect to apply for grant funding from CETF to facilitate the spread of broadband service to its community and furthermore the Mariposa County Board of Supervisors and staff will continue to remain involved in this project in the future.

Attachment: Resolution 2008-050 - Central Sierra Connect (RES-2021-696 : Central Sierra Broadband Utility Zone Consortium)

PASSED AND ADOPTED by the Mariposa County Board of Supervisors, a political subdivision of the State of California, this 12th day of February, 2008, by the following vote:

AYES: ABORN, TURPIN, BIBBY, FRITZ, PICKARD
NOES: NONE
ABSENT: NONE
ABSTAINED: NONE

LYLE TURPIN, Chair

ATTEST:

MARGIE WILLIAMS
Clerk of the Board

APPROVED AS TO FORM:

THOMAS P. GUARINO
County Counsel

Attachment: Resolution 2008-050 - Central Sierra Connect (RES-2021-696 : Central Sierra Broadband Utility Zone Consortium)