MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222
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

February 22, 2022

A. 9:00 AM Call 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 Smallcombe led the Pledge.

C. Introductions

Dallin Kimble/County Administrative Officer introduced Ahmed Helmi/Development Director of KOA/Terramor and Brian Fulce/Independent Local Project Manager of KOA who discussed an upcoming Yosemite Project.

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

Chair Smallcombe noted CA.5 was being removed for a separate vote. Public comment received from Jonathan Noelle and Karen Glendenning. Supervisor Long asked that CA.13 be withdrawn and rescheduled.

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

CA1. **Health and Human Services** **RES-2022-120**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-121**

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

CA3. **Sheriff's Office RES-2022-122**

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

CA4. **Administration/Human Resources RES-2022-123**

Appoint County Clerk Keith Williams as Acting Clerk of the Board Effective March 1, 2022 and Approve a 10% Increase in Salary for the Term of This Appointment Effective April 1, 2022

CA5. ***Item moved for separate vote***

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, January 18, 2022

CA7. **Board of Supervisors**

Approve the Minutes of Tuesday, January 25, 2022

CA8. **Clerk of the Board of Supervisors RES-2022-124**

Ratify an Agreement with CivicPlus for the County's Website

CA9. **Health and Human Services RES-2022-125**

Approve the Overfill of a Program Manager in Health and Human Services in the Public Assistance Division Effective Immediately

CA10. **HHS/Behavioral Health & Recovery Services RES-2022-126**

Approve the Second Amendment to an Agreement with InSync Healthcare Solutions, LLC to Increase the Amount Not to Exceed $266,147; Include an Additional Twelve (12) Licenses for Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **HHS/Community Services 2022-14**

Accept the Resignation of Sue Overstreet from the Mariposa County Commission on Aging Effective Immediately

CA12. **Planning 2022-15**

Re-Appoint Tony McDaniel, Michael Martin, Wendy Brown and Ralph Menderhausen to the Merced River Trail Community Working Group (MRTCWG) with Terms to Expire February 28, 2025; and Acknowledge the Service of Dean Bernacchi and Jeff Gabe to the MRTCWG

CA5. ***Item moved for separate vote***

CA14. **Planning 2022-17**

Re-Appoint James Rhodes to the Coulterville Planning Advisory Committee with a Term to Expire February 29, 2024; and Acknowledge Nina Mimnaugh's Service to the Coulterville Planning Advisory Committee (Supervisor Sweeney)

CA15. **Planning 2022-18**

Re-Appoint Caroline McGrath, Candy O'Donel- Browne, Eileen Collins and Heather Huppe to the Midpines Planning Advisory Committee for Terms to Expire February 29, 2024 (Supervisor Smallcombe)

CA16. **Planning 2022-19**

Re-Appoint Elnora George as a Voting Member Representing the Mariposa Farm Bureau; Re-Appoint David Mecchi as a Voting Member Representing the Mariposa Resource Conservation District; and Re-Appoint Lyle Turpin as the Alternate Voting Member Representing the Mariposa Resource Conservation District to the Agricultural Advisory Committee, for Terms to Expire February 29, 2024

CA17. **Planning 2022-20**

Re-Appoint Catherine Collamer, Ryan Kelly, Greg Magruder, Paul Amstutz and Mark Abney to the El Portal Planning Advisory Committee with Terms to Expire February 29, 2024 (Supervisor Smallcombe)

CA18. **Planning 2022-21**

Re-Appoint Kim Tucker to the Housing Programs Advisory Committee for a Term to Expire February 28, 2025; and Acknowledge the Service of Courtney Twiss and Candy O'Donel-Browne

CA19. **Planning 2022-22**

Re-Appoint Jesse Figueroa to the Greeley Hill Planning Advisory Committee for a Term to Expire February 29, 2024.

CA20. **Public Works RES-2022-127**

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $150 for the 44Th Annual Indian Gulch Run in Hornitos on March 20, 2022

CA21. **Public Works RES-2022-128**

Declare the Saturday April 23, 2022 Butterfly Parade a County Sponsored Event; and Approve the Application for a Cal Trans Encroachment Permit in Support of Closing Highway 140 from 10:00 AM to 11:30 AM, Between Highway 49 North and Highway 49 South

CA22. **Public Works RES-2022-129**

Approve an Agreement with Caltrans for 2017 Storm Repairs to Ben Hur Road; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA23. **Public Works RES-2022-130**

Approve Budget Action Transferring Funds Within the Public Works Budget for Purchase of a Backhoe ($198,391)

CA24. **Public Works RES-2022-131**

Ratify an Agreement with CivicPlus for CivicRec Cloud Service

CA25. **Public Works/Solid Waste RES-2022-132**

Adopt a Resolution Affirming the Notification of Intent to Comply with SB 1383 Regulations; and Authorize and Direct the Public Works Director to Submit the Notification to CalRecycle on Its Behalf

CA26. **Sheriff's Office RES-2022-133**

Approve First Amendment to Contract with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services Increasing the Amount Not Exceed $70,000 to $150,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Items removed from Consent Agenda

1. **Board of Supervisors RES-2022-134**

Resolution Recognizing Rene LaRoche, Upon Her Retirement as Clerk of the Board (Board Chair)

Chair Smallcombe introduced this item. Public comment received by Sarah Williams/Planning Director who expressed her thanks for all Rene's hard work and professionalism over the last several years.

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Planning 2022-16**

Re-Appoint Jeanetta Phillips, Ruth Sellers and Kathleen Leavitt to the Historic Sites and Records Preservation Commission for Terms to Expire February 28, 2025

Supervisor Long asked that this item be withdrawn and rescheduled for March 1st, 2022 for further clarification.

RESULT: **WITHDRAWN AND RESCHEDULED** **Next: 3/1/2022 9:00 AM**

F. Departmental Presentation

Dr. Kristina Allen/Deputy Director of Public Health stated the County was seeing a decline in the case rate. There was still high transmission as there were 37 new cases in a 7-day period. There were 15 county employees out as either positive or as a close contact. There were successful travel clinics for Arbor Works as well as Cathey's Valley and north county communities. Dr. Allen noted that the We Vax Mobile Van had been delivered but was still in need of some outfitting and that the plan is to have it up and running as soon as possible. She also stated there will be a media campaign to let communities know when the van will be in their area.

Matthew Matthiessen/John C. Fremont Heathcare District CEO mentioned that as our community moves out of COVID-19 restrictions and to a more normal reality, the John C. Fremont Clinics will be scaling back on Telemed and will move towards seeing more patients in the office. Mr. Matthiessen noted that it was Heart Health Month, and urged the public to not put off their health care.

Karie Kisela/ Mariposa County Chamber of Commerce announced that on March 18th, 2022, at 11:00 AM there will be a Grand Opening for Granny's Grub which is located where old Grizzly Den was by the Triangle Market Store.

G. Public Comment on Non-Agenda Items

No public comment.

Recess Board of Supervisors

9:19 AM Chair Smallcombe recessed the Board of Supervisors meeting, followed by the Deputy Clerk of the Board reading the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

9:19 AM Chair Long called the meeting to order.

Public Comment Period

No public comment.

LTC Regular Agenda

1. **Clerk of the Board of Supervisors LTC-2022-1**

Selection of 2022 Local Transportation Commission Chair

Discussion ensued. No public comment.

Action: Rosemarie Smallcombe was selected as the 2022 Local Transportation Commission Chair.

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

2. **Clerk of the Board of Supervisors LTC-2022-2**

Selection of 2022 Local Transportation Commission Vice-Chair

Discussion ensued. No public comment.

Action: Wayne Forsythe was selected as the 2022 Local Transportation Commission Vice-Chair.

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

3. **Public Works LTC-2022-3**

Authorize Staff to Issue a Request for Proposal (RFP) to Retain a Consultant to Update the Mariposa County Regional Transportation Plan (RTP); and Authorize Local Transportation Commission (LTC) Chair to Sign

Consulting Services Agreement: (Subject to Approval as to Legal Form by County Counsel).

Shannon Hansen/Public Works and Transportation Director gave the staff report. Ms. Hansen advised that the Regional Transportation plan is a living document and currently 25 years old and needs to be updated every 5 years. No public comment. Discussion ensued.

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

Adjourn LTC

9:24 AM Chair Smallcombe adjourned the meeting of the Local Transportation Commission.

Reconvene as Board of Supervisors

I. Regular Agenda Items

Chair Smallcombe pulled I.5 to I.1

1. **County Counsel (ID # 12645)**

Adopt a Resolution Placing a 1% Special Transactions and Use (Sales) Tax Measure on the June 7, 2022 County Primary Election Ballot for New, Remodeled and Repurposed Hospital and Healthcare Facilities of the John C. Fremont Healthcare District (Measure "P")

Candy O'Donnell Brown/John C. Fremont Health Care District, Board Chair stated the Hospital Board met and came to the consensus that Measure O will be kept and Measure P will be withdrawn. Ms. O'Donnell Brown thanked Dallin Kimble for his assistance.

Steve Dahlem/County Counsel noted for clarity that this item was formally withdrawn.

RESULT: **WITHDRAWN**

2. **Treasurer-Tax Collector-County ClerkRES-2022-135**

Approve Agreement with the California Secretary of State in the Amount of $30,000 for the Outreach and Education Services as Part of the Voter's Choice Act Implementation Plan; and Authorize the County Clerk to Sign the Agreement

Keith Williams/County Clerk- Tax Collector-Treasurer gave the staff report, noting that this is a standard agreement for funds to cover two elections. Any leftover funds will go to the next election. These funds are to be used for advertising. No public comment.

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

3. **HHS/Social Services** **RES-2022-136**

Approve an Agreement with Laboratory Corporation of American Holding (Laboratory) for Genetic Parentage Testing Services for Clients Within the Child Welfare Services Branch of Mariposa County Health and Human Services Agency (HHSA) Effective February 1, 2022; and Authorize the Board of Supervisors Chair to Sign the Agreement

Julianne Sims/Division Director of Human Services for Health and Human Services Agency gave the staff report. No public comment. Discussion ensued.

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

4. **Probation** **RES-2022-137**

Approve a New Classification and Job Description of Supervising Probation Officer Effective Immediately; Set the Monthly Salary at $9,211-$10,664; and Assign the Supervising Probation Officer Classification to the Mariposa County Sheriffs' Management Association Bargaining Unit; and Allocate the Position to Probation Budget 432

Pete Judy/Chief Probation Officer gave the staff report, noting that the salary range in the Board item was incorrect. No public comment. Discussion ensued.

AMENDMENT: ***Salary range is $6,494.41 - $7,896.05.***
RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Tom Sweeney, District II Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

5. **Probation** **RES-2022-138**

Authorize the Chief Probation Officer to Submittal of Youth Programs and Facilities Grant (YPFG) Application; Authorize the Board of Supervisor Chair to Sign the Grant Agreement for $106,968 and Any Supporting Documents Necessary to Secure This Grant Award (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue in Probation Budget ($106,968) 4/5ths Vote Required

Pete Judy gave the staff report. No public comment. Discussion ensued.

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

Recess

9:53 AM Chair Smallcombe recessed the Board of Supervisors meeting for a five minute recess and reconvened at 9:59 AM.

6. **Administration (ID # 12691)**

Discussion and Direction Regarding County Response to COVID-19

Dallin Kimble gave the staff report stating this has been a team effort. In August of 2021 we were in the throes of the Delta Variant. Department Heads were asked to look at what that meant for their offices as well finding new ways to serve the public. This also included testing the non-vaccinated weekly. Mr. Kimble noted that opening lobbies would be low impact but under the direction of California and Cal-Osha, unvaccinated employees are to continue to wear masks and test weekly.

Joe Lynch/ Assistant County Administrative Office stated that when the County originally closed to the public, metrics were put into place because if the County closed because of fear, the thought was we would not be able to re-open until fear was mitigated. The metrics were to be all employees would wear a mask so no individual could be singled out due to vaccination status. Mr. Lynch noted that the County could be more restrictive than Cal-Osha but not less restrictive. Staff's recommendation is have all employees continue to wear masks.

Dr. Kristina Allen stated that Dr. Adrianna Nunes who does the Epidemiology weekly for the County showed that Mariposa peaked at the same time as other counties in January, but we had half the case rate. This could be attributed to the mask wearing and weekly testing put in place. Responding to a question from Supervisor Long, Dr. Allen confirmed that the current survival rate of COVID-19 is 99.97%. In response to a question from Supervisor Sweeney, Dr. Allen stated that continued testing is still recommended until we are at the moderate tier. Once in the moderate tier, the recommendation would be optional testing. Dr. Allen stated in response to Supervisor Forsythe that the State currently recommends testing weekly if unvaccinated and weekly testing is encouraged if vaccinated.

Mr. Kimble noted that there have been questions regarding the Emergency Proclamations, noting that if these are terminated, we would continue under the State of Emergency but terminating them would interfere with teleworking and any business or restaurant who has an outdoor dining space that was an exception because of COVID. He gave the example of if a restaurant set up an outdoor dining space in their parking lot, if we terminate, their exceptions are also terminated.

Mr. Lynch in response to a question from Supervisor Smallcombe stated that 58 county Human Resource Directors are going back to their associations to discuss what moving forward looks like, especially with teleworking and the possibility of instituting rules. The State is looking at how they are going to transition out of emergency standards as well. Supervisor Sweeney asked if the

Board lifts all restrictions they have imposed, what liability does that bring to the County, in which Mr. Kimble responded the County would still need to follow Cal-Osha guidelines which are to wear a mask if you are unvaccinated. No public comment. Discussion ensued.

DIRECTION GIVEN: All County restrictions lifted, and the County will follow State Guidance which is un-vaccinated employees are to wear a mask and test weekly. Masking and testing for vaccinated employees are recommended but not required. All County lobbies are to open to the public Monday, February 28th.

RESULT: DIRECTION GIVEN

J. Closed Session

1. **Board of Supervisors (ID # 12670)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: County Fire Chief (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

Report Out

12:08 PM Chair Smallcombe reported that during closed session information was received.

K. Board Information

None.

L. Adjournment

12:08 PM Chair Smallcombe adjourned the meeting in memory of Joyce Holt Alvernaz, Ann Abbott Matteson, and Clair Monroe Peterson.

Respectfully submitted,

Danielle Bondshu
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-120

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & 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: Marshall Long, District III Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-121

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & 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: Marshall Long, District III Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12660

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-122

MEETING: February 22, 2022

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: Marshall Long, District III Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12605

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-123

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Appoint the County Clerk to Interim Clerk of the Board

RECOMMENDATION AND JUSTIFICATION:
Appoint County Clerk Keith Williams as Acting Clerk of the Board Effective March 1, 2022 and Approve a 10% Increase in Salary for the Term of This Appointment Effective April 1, 2022.

After almost 9 years of serving the County of Mariposa as Clerk of the Board, Rene LaRoche has resigned her employment with the County. To ensure the continued operation of the department while the County conducts a recruitment to replace Ms. LaRoche, this item would appoint County Clerk Keith Williams as the Acting Clerk of the Board effective March 1, 2022

The County's Job Classification Plan allows department heads serving in acting assignments lasting more than 30 days to receive a ten percent (10%) increase in salary. Staff is recommending this temporary increase effective April 1, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has made interim appointments in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this action as recommended. Staff would need further direction from the Board.

FINANCIAL IMPACT:
There is funding in the existing budget to accommodate this request.

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

REF ID# 12686

MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222
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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

January 18, 2022

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 Smallcombe led the Pledge.

C. Introductions

None.

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

No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2022-30**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-31**

Minutes Acceptance: Minutes of Jan 18, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA3. **Sheriff's Office RES-2022-32**

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

CA4. **Board of Supervisors**

Approve the Minutes of Tuesday, December 7, 2021

CA5. **Board of Supervisors**

Approve the Minutes of Tuesday, December 21, 2021

CA6. **Clerk of the Board of Supervisors 2022-3**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in December of 2021

CA7. **Clerk of the Board of Supervisors 2022-4**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in December of 2021

CA8. **Health and Human Services RES-2022-33**

Ratify an Agreement with Stericycle, Inc. for Shredding Services, Effective Date is October 11, 2021 and Will Automatically Renew on a Month to Month Basis Until Terminated

CA9. **Health and Human Services RES-2022-34**

Approve Amendment 1 to Agreement with Stericycle, Inc. to Provide On-Site Confidential Document Shredding Services at 5300 California 49, Mariposa, California; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **Health and Human Services RES-2022-35**

Approve Amendment 2 to Agreement with Stericycle, Inc to Provide On-Site Confidential Document Shredding Services at 5264 Spriggs Lane, Mariposa, California; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Health and Human Services RES-2022-36**

Approve an Agreement with LexisNexis Risk Solutions to Provide Access to Accurint Government Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services RES-2022-37**

Approve the 2022 Low Income Home Energy Assistance Program (LIHEAP) Agreement 22B-4021 and Certifications with the California Department of Community Services and Development (CSD) in an Amount Not to Exceed

Minutes Acceptance: Minutes of Jan 18, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

$525,000 to Provide Energy Assistance Payments; and Authorize the Health and Human Services Agency Director to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to County Counsel Approval as to Form)

CA13. **Health and Human Services RES-2022-38**

Approve an Agreement with Patton Air Conditioning (Patton) to Provide Repair Services for Mariposa County Health and Human Services Agency (HHSA) for an Amount Not to Exceed $100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **HHS/Behavioral Health & Recovery Services RES-2022-39**

Approve the California Mental Health Services Authority (CalMHSA) Participation Agreement to Implement the Workforce Education and Training Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **HHS/Behavioral Health & Recovery Services RES-2022-40**

Approve an Agreement with San Jose Behavioral Health to Provide Psychiatric Inpatient Services in an Amount Not to Exceed $284,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **HHS/Community Services 2022-5**

Appoint Laura Conger to the In-Home Supportive Services (IHSS) Advisory Committee with a Term Expiration Date of January 18, 2026

CA17. **HHS/Social Services RES-2022-41**

Approve a Modification to Three-Year Agreement with JUMP Technology Services to Include Additional Cost Information in Exhibit F; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Departmental Presentation

Eric Sergienko/County Health Officer provided an update regarding COVID noting that last week was the busiest week to date with a total of 137 new cases reported. He also discussed the number of cases in late December and noted that the numbers do not include at-home tests. Dr. Sergienko also advised of the effects on the hospitals, noting that they are experiencing difficulties in moving patients out of John C. Fremont Hospital when the problem is not COVID-related. He also advised that given that hospitalizations lag seven 7-10 days behind cases, the worst impact has most likely not been felt yet which means that we'll continue to see impacts on hospitalizations into February. Dr. Sergienko also reported on COVID impacts in the schools, noting that all four schools closed last week and will be back in operation today. He also advised of upcoming vaccine clinics.

Jonathan Farrington/Tourism Bureau Executive Director provided a newspaper insert that the Tourism Bureau had produced and advised that the articles in the insert are all written by his staff or other people affiliated with the Tourism Bureau. Mr. Farrington also discussed their current radio campaign, noting that it is now live in the Fresno region and in markets within driving distance. He also discussed their 2021 direct booking tracking statistics. Mr. Farrington also advised that, during the last Yosemite Gateway Partners meeting, Superintendent Muldoon hinted that the reservation system may be put back in place due to construction happening within

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Yosemite National Park, and he requested that Board members encourage her to keep the Park open for the area's economic recovery.

F. Public Comment on Non-Agenda Items

Mick Herman discussed his background and noted starting a group last September that has grown to more than 400-500 members. He discussed provision of the Declaration of Independence and the United States Constitution and stated that right have become less secure. He repeated the Oath of Office, and introduced Forest Follett.

Forest Follett discussed the Revolutionary War, the Continental Congress, the Federation of States, the history of signing of the United States Constitution. He also noted existing polarity and division in the country, and advised that the Constitution was a great unifier in the past, and requested that the Board place an item on the agenda to consider becoming a constitutional county. He also noted that the Constitution divides authority between the federal and state government for the protection of individual rights.

Mick Herman discussed Alexander Hamilton and proposed that the Board pass an ordinance ordaining Mariposa County as a constitutional county to refrain from passing anything that is unconstitutional and requested a Board item to discuss the concept.

Kim Monson noted that the idea of a constitutional county is, itself, unconstitutional as determinations of constitutionality are reserved to the judiciary, while this conversation suggests that these or someone else will be determining what is constitutional. She also noted that there are many laws on the books that protect the people and she provided the example of speed limits as a law that infringes on individual freedom for the good of all.

Unnamed gentleman spoke in support of scheduling a Board item to allow opinions on both sides to be expressed.

Lorna Fear noted that we are already a constitutional county and that we cannot enforce something that is unconstitutional. She noted that the question is who makes that determination and noted that it is the judiciary. She also noted that have people choose not to get a vaccine, it is the right of others to reject their presence.

Amber Blavin agreed that determinations of constitutional infringement are made through a judicial process.

Dan Wasil referenced the Capitol Attack of January 6, 2021, noting that we have a representative government and spoke in opposition to the idea of a small group of people defining what is Constitutional.

Wendi Brown spoke in support of a Board item to further discuss the issue.

Lorraine Freeman noted her agreement with the concept, discussed her observation of County Counsel, and suggested breaking off and forming a new county.

Kathleen Armstrong spoke in opposition to the proposal and requested tht the Board not agendize this for discussion.

G. Regular Agenda Items

1. **Public Works RES-2022-42**

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

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Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Shannon Hansen gave the staff report, noting that the site was prepared on Friday, and they are moving ahead. No public comment.

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

2. **Clerk of the Board of Supervisors** **2022-ORD-1170**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Dissolving the Assessment Appeals Board and Removing Assessment Appeals Board Compensation", Which Will Rescind Ordinance Numbers 401, 486, and 1118, as Well as Title 2.40 of Mariposa County Code.

René LaRoche/Clerk of the Board 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. **Administration** **RES-2022-43**

Approve the Response of the Board of Supervisors to a Letter from the Grand Jury Dated December 8, 2021; Authorize the Board of Supervisors Chair to Sign the Response; and Direct the County Administrative Officer to Transmit the Response to the Presiding Judge of the Mariposa County Superior Court

Dallin Kimble/County Administrative Officer 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

H. Items removed from Consent Agenda

None.

I. Closed Session

1. **County Counsel** **(ID # 12526)**

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CLOSED SESSION Conference with Legal Counsel: Existing Litigation: County of Mariposa V. JDC Land Company LLC; Mariposa County Superior Court Case No. 10887 and Jerry Cox V. Mariposa County, Et Al.

No public comment.

RESULT: CLOSED SESSION HELD

2. **Administration (ID # 12501)**

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: APNs 006-070-0380, 006-070-0350, 006-070-0310; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Lease/Purchase

During public comment, Jonathan Noel requested additional details regarding the item. Chair Smallcombe noted that it is a Closed Session and that the item notes assessor parcel numbers for property that we do not own.

RESULT: CLOSED SESSION HELD

Recess

9:56 AM Chair Smallcombe moved the meeting in Closed Session.

Reconvened

10:43 AM Chair Smallcombe reconvened the meeting and reported that Information was Received and Direction was Given during both Closed Sessions.

J. Board Information

Information was received.

K. Adjournment

10:51 AM Chair Smallcombe adjourned the meeting in memory of James Alton Little, Howard Yanish, Perry Golden, Wanda Jane Knotts Castle, Leonard H. Brown, and Betty Collins.

Respectfully submitted,

René LaRoche
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

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MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222
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

January 25, 2022

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 Smallcombe led the Pledge.

C. Introductions

None.

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

During public comment, Dallin Kimble/County Administrative Officer noted corrections to CA5, and Walter Wall/District Attorney extended kudos to his assistant for saving the County $300 per month. Supervisor Menetrey pulled CA5 for further discussion, and Supervisor Sweeney pulled CA8.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2022-44**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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CA2. **Health and Human Services RES-2022-45**

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

CA3. **Sheriff's Office RES-2022-46**

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

CA4. **Administration RES-2022-47**

Approve the Juvenile Defense Attorney Services Agreement with the Mariposa County Superior Court; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. Item Considered Separately

CA6. **Administration/Community Development RES-2022-48**

Approve Budget Action Recognizing Unanticipated Revenue from a CDBG Corona Virus Response Round 3 Grant (CDBG-CV2/3) that Will Fund a Business Relief Grant Program in the Amount of ($499,358) 4/5ths Vote Required

CA7. **Administration/Community Development RES-2022-49**

Approve Budget Action Recognizing Unanticipated Revenue from a USDA Grant that Will Fund a Countywide Market Study ($40,000) 4/5ths Vote Required

CA8. Item Considered Separately

CA9. **District Attorney RES-2022-50**

Approve an Agreement with Thomson Reuters for an Online Legal Research Platform, West Proflex; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **HHS/Behavioral Health & Recovery Services RES-2022-51**

Approve a Letter of Support for the Alliance for Community Transformations Grant Application to Increase Harm Reduction Options in Mariposa County; and Authorize the Director for Health and Human Services Agency to Sign the Letter

E. Items Considered Separately

CA5. **Administration RES-2022-52**

Approve the County's 2022 Legislative Platform

Supervisor Menetrey requested additional language regarding the fact that the Board understands the oath that it took. Discussion ensued regarding the target audience and purpose of the document.

AMENDMENT:
The amended version of the Legislative Platform was approved.

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

CA8. **Clerk of the Board of Supervisors (ID # 12540)**

Receive Tracking List of Open Minute Orders

Supervisor Sweeney discussed the lack of completion dates and requested that future direction include tentative deadlines. He also requested permission to work with the departments in question to develop due dates. Supervisor Long requested the removal of the Creekside Terrace presentation entry, noting that weekly updates are being sent out. No public comment. Supervisor Menetrey requested that future Minute Tracking items not be positioned as a Consent item.

On the motion of Supervisor Long, with second of Supervisor Sweeney, unanimous action was taken to approve the Minute Order Tracking list with the amendments and direction given.

ACTION:
Supervisor Sweeney is to work with the owners of the open Minute Orders to develop completion dates, and the Clerk of the Board is to schedule future Minute Order Tracking items on the Regular Agenda to allow for full consideration and discussion.

RESULT: **INFORMATION RECEIVED**

F. Departmental Presentation

Eric Sergienko/County health Officer advised of a decreasing number of COVID-19 cases and reported the latest statistics. He noted that vaccination clinics continue to be offered on Tuesdays from 8:30 am to 12:00 pm but that they will no longer be offering a Thursday clinic. Dr. Sergienko also noted that the Centers for Disease Control is looking at the role of natural immunity caused by having a COVID-19 infection. Supervisor Long and Dr. Sergienko discussed endemicity, with Dr. Sergienko noting that he thinks we are at a juncture and should begin investigating what the conditions are to determine it, but that it is not endemic yet.

Monica Nielsen/Ag Commissioner reported on a webinar that she attended last week regarding AB-111 and noted that each county is responsible for creating their own program so she we will be partnering with the Sheriff, and others to create a program. Supervisor Long expressed his support of the program.

Shannon Hansen/Public Works Director announced that the installation of the new HVAC system in the Government Center should be complete this week, and that the lighting ugprades in the various buildings have been completed. She noted that they will be moving on to solar in three to four weeks, starting with Parks and Rec first. Ms. Hansen also reported that they are changing Parks and Rec hours as they have extra help staff who will be staffing it three days a week. Supervisor Sweeney extended thanks to Ms. Hansen and her deputy for meeting with citizens in Don Pedro. Ms. Hansen noted that they will also be meeting with Mariposa Pines in the next few weeks. Supervisor Smallcombe discussed her positive impression of the

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HVAC workers.

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Planning 2022-ORD-1171**

Waive the Second Reading and Adopt an Ordinance Amending Title 17, Zoning, to Add Section 17.108.230 to Chapter 17.108 (Supplementary Standards) to Establish Special Use Provisions for Historic Structures Countywide, in Rural Areas of the County

Sarah Williams/Planning Director gave the staff report. No public input.

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

2. **Public Works RES-2022-53**

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 report, noting that concrete will be arriving on Thursday and the project should be complete on Friday. No public input.

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

3. **Health and Human Services RES-2022-54**

Approve the Allocation of One Full-Time Social Worker III in the Social Services Branch of Health and Human Services Agency (HHSA), Effective Immediately; and Approve Budget Action Receiving Unanticipated Revenue and Appropriations in the HHSA Social Services Budget that Will Fund the Position for the Remainder of This Fiscal Year ($40,992) 4/5ths Vote Required

Shannon Gadd/Health and Human Services Agency Director gave the staff report. No public input.

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

4. **Health and Human Services RES-2022-55**

Approve a Three-Year Agreement with Hexnode to Provide Software Services for $4,717.44 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Gadd 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

5. **Sheriff's Office RES-2022-56**

Approve the Submittal of High Frequency Communications Equipment (FH) Program Grant Application; and Authorize the Board of Supervisors Chair to Sign the Grant Award ($60,000) (Subject to Approval as to Legal Form by County Counsel)

Kevin Packard/Operations Captain for the Sheriff's Office gave the staff report. No public input. Board discussion ensued regarding the short period of time between January 12th, when the grant opportunity was released, and the deadline of February 8th, and the differences between this and FirstNet.

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

6. **Clerk of the Board of Supervisors RES-2022-57**

Select and Approve Board Members to Act as the 2022 Representative and Alternate to the Golden State Connect Authority (GSCA)

René LaRoche/Clerk of the Board gave the staff report. No public input.

ACTION:
The Board selected Supervisor Menetrey to be the representative with Supervisor Forsythe named as the Alternate.

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

7. **County Counsel RES-2022-58**

Approve Allocation of One Full Time Legal Secretary II Position and Eliminate One Extra Help Legal Secretary II Position in the County Counsel's Office

Steven W. Dahlem/County Counsel gave the staff report. In response to Supervisor Sweeney's inquiry, Dallin Kimble noted that no funding is needed this year and that he has no budget concerns for future years. No public input.

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

8. **Administration RES-2022-59**

Approve New Classification and Job Description for Business Systems Analyst I/II Effective Immediately; Set the Monthly Salary at $4,371.04 - $5,844.34; Assign the Classification to the SEIU Bargaining Unit; Remove One Vacant Allocation for PC Tech from Administration/Technical Services; Add One Allocation for Business Systems Analyst I/II to Administration/Technical Services; and Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Administration Budget to Fund This Position for the Remainder of the Fiscal Year ($50,042) 4/5ths Vote Required

Dallin Kimble/County Administrative Officer (CAO) gave the staff report. In response to Supervisor Sweeney's inquiry, Mr. Kimble clarified what the positions would be doing. No public input. Board discussion ensured regarding the burgeoning number of employees when the purpose was to be able to have fewer employees, exercising care to not add inefficiencies in government just to serve the software, and potential recourses if the software cannot do the work. In response to an inquiry from Supervisor Smallcombe, Joe Lynch/Assistant County Administrative Officer (ACAO) provided an overview of some of the financial benefits that occurred by repositioning people to different funding streams after the Health and Human Services Agency (HHSA) consolidation and noted that HHSA is almost completely funded by federal and state sources. Mr. Lynch also noted that this is also the first year that Technical Services is countywide and noted that there is one technical support person per ninety employees. Supervisor Menetrey and Mr. Kimble discussed the salary for the positions.

ACTION:
Approved with the funding source clarified as being Transient Occupancy Tax.

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

Recess

10:28 AM Chair Smallcombe recessed the Board for a brief break and reconvened at 10:35 AM.

9. **Administration RES-2022-60**

Add One Senior Administrative Analyst Classification to Administration; and Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Administration Budget to Fund This Position for the Remainder of the Fiscal Year ($45,054) 4/5ths Vote Required

Dallin Kimble gave the staff report noting that this position will work in partnership with the one just approved. In response to Supervisor Sweeney's inquiry regarding whether this position will assist with the usage of the ERP and the ability to generate financial reports for the Board. Mr. Kimble advised that is the goal. Leigh Westerlund/ACAO discussed the types of issues that she has been hearing about from the departments and the need for hands-on assistance. She also discussed some recent data issues that are impacting the ability to generate reports. Ms. Westerlund also discussed some of the problems encountered with the performance module. She also noted that as she sees it, this position will be someone to help her with not only the things she described but also best practices. No public input.

Board discussion ensued regarding the salary range, the funding source, the amount that has been added to labor costs and the need for good financial information, the possibility of Yosemite National Park restricting visitation which will impact TOT, the need for updated information on the personnel allocations, the need for an informed conversation regarding workload and distribution of workload across the departments, and whether this action should wait until after midyear.

ACTION:
Approved with the funding source clarified as being Transient Occupancy Tax.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Tom Sweeney, District II Supervisor
SECONDER:	Marshall Long, District III Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

10. **Administration (ID # 12446)**

Discussion and Direction Regarding American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) for Mariposa County

Dallin Kimble gave the staff report accompanied by a PowerPoint presentation that gave an overview of the American Rescue Plan Act. During public comment, Jonathan Noel inquired if the estimated cost for roads was to repair existing roads or

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build new ones. Supervisor Long responded to Mr. Noel by noting that one million dollars for a new road gets one mile.

Board discussion ensued regarding potential ways to use the funding and the need for public input. Mr. Kimble noted that he is waiting on the reaction to this item because they can run a more robust process if there are comments. However, he further advised that, under the final rule, the County can already spend the funds based on the initial objectives and that, under the final rule, the County can provide any services provided by traditional government. Mr. Kimble also noted that the deadline is April 1st, which means that they will probably be spending in the next fiscal year.

RESULT: DIRECTION GIVEN

I. Items removed from Consent Agenda

None.

J. Closed Session

1. **Administration/Human Resources (ID # 12527)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Health and Human Services Agency Director

No public input.

RESULT: CLOSED SESSION HELD

2. **Administration/Human Resources (ID # 12560)**

CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); Building Department Director

No public input.

RESULT: CLOSED SESSION HELD

Recess

11:41 AM Chair Smallcombe moved the meeting into Closed Session.

K. 2:00 PM Reconvene

2:00 PM Chair Smallcombe reconvened the meeting with all supervisors present.

1. **Administration RES-2022-61**

Adopt a Resolution Approving Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective April 1, 2022

Dallin Kimble introduced Leigh Westerlund who gave the staff report. No public comment. Board discussion ensued regarding the options presented for the final two years. After the motion, Steven W. Dahlem/County Counsel advised of a correction that was needed to the resolution. The motion maker agreed. Once moved and seconded, discussion ensued regarding the need to add the fee chart as an exhibit to

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the resolution once the non-relevant information was removed. The mover and seconder agreed to the addition.

ACTION:
Action was taken to adopt option 1 - the 25% phased increase that was previously approved, along with the 5% CPI, with the resolution amended in the 7th Whereas Paragraph to indicate that the last review and update of Public Works Airport user fees occurred in 2020, rather than 2019, via Resolution 20-082, rather than Resolution 2019-731, and with the chart of fees attached as an exhibit after it has been amended to show only the information relevant to this action. Staff is to return with another item to address the increases for years 3 and 4, as well as CPI; and that the new item also include a mechanism to address CPI in years beyond the phasing so that it can occur without Board action.

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

Recess

2:27 PM Chair Smallcombe moved the meeting back into Closed Session.

Reconvene

4:16 PM Chair Smallcombe reconvened the meeting and reported that Information was Received and Direction was Given during both Closed Sessions.

L. Board Information

The Board opted to skip this section on this date.

M. Adjournment

4:17 PM Chair Smallcombe adjourned the meeting in memory of Jens Peter Nielsen, Catherine (Trankla) Pichel, Diana Darlene Meloy (née Odle), and Katherine (Kathy) Lander.

Respectfully submitted,

René LaRoche
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

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MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-124

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Ratify CivicPlus Agreement

RECOMMENDATION AND JUSTIFICATION:
Ratify an Agreement with CivicPlus for the County's website.

In February of 2018, the Clerk of the Board, acting as the County's webmaster, negotiated a new agreement with CivicPlus for redesign and maintenance of the County's website. This agreement represented a nearly 50% decrease in cost from the original agreement, as well as provided for new functionality and a free redesign of the website every four years. However, at the time, the agreement was processed as a CAO approved agreement under the County's Purchasing Code, which only provides authority for contracts of one year or less.

With the implementation of the ERP, current copies of contracts are required to be uploaded into the system before payments can be made to the vendor. Rather than requesting a new contract from the vendor which may jeopardize both the discount and the free quadrennial re-designs that were negotiated, staff is now requesting that the Board ratify the attached agreement. County Counsel was consulted and concurred with this action.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County first started using Civic Plus in 2008. The original agreement was approved on February 19, 2008, with resolution 2008-062. The attached agreement was negotiated in February of 2018.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and the County will need to seek a new contract from CivicPlus which may jeopardize existing discounts and services since the vendor will be under no obligation to extend the same terms.

FINANCIAL IMPACT:
None

ATTACHMENTS:
COB - CivicPlus for redesign (PDF)

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

MEMORANDUM FOR ROUTING AGREEMENTS THAT DO NOT REQUIRE BOARD APPROVAL

To: Tracy Gauthier, Deputy Clerk of the Board From: Tracy for Rene Date: 2-2-18

Re: Agreement with: CivicPlus Service & License agreement for Redesi

Please check the type of agreement being submitted below, enter the dollar amount of the agreement, and route to the Clerk of the Board's Office. ***ALL AGREEMENTS MUST BE ROUTED TO THE CLERK FOR COUNTY COUNSEL'S APPROVAL****. The agreement will be further processed/finalized and one original will be retained for our files with the remaining originals returned to submitting department.*

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

☐ $_____ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – *Under $10,000:***
Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment, as contained in the approved budget; (may not purchase or lease real property or storage space ***without the Purchasing Agent's approval.)***

☐ $ ~~10,000~~ 10,200 RX **CAO (Purchasing Agent) -Section 3.08.090 – *Under $50,000:***
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

_____ **Res. 05-117 and 04-346 – Indemnification Agreements**

_____ **Interdepartmental Agreements**

For Public Works Use Only:

☐ $_____ **Res. 98-130 – *Under $25,000:***
(Public construction projects and professional/technical contracts that are budgeted within a budget unit assigned to Public Works. Agreement must be developed in accordance with County policy regarding procurement, i.e., bidding and solicitation procedures; and contract is to be approved as to legal form by County Counsel and have the ***written concurrence of the CAO****.)*

☐ $_____ **Change Order -** construction contract ***less than $25,000:***
(Cumulative change orders may not cause the project budget to be exceeded when all costs are taken into account. Authorizes Public Works Director to issue a "Notice of Completion" on public construction projects as agent for the County.)

☐ $_____ **Change Order -** construction contract ***greater than $25,000:***
(Requires: (1) adequate funds are available within the affected budget line item; and (2) the cumulative change orders do not exceed more than ten percent of the cost of the original contract or the amount of any contingency established by the Board.)

☐ $_____ **Res. 16-200 & 16-201** – *Agreements/Task Orders with Willdan Engineering and NV5*:
(*Authorize Public Works Director to issue task orders* ***up to $100,000*** *for reimbursable projects such as Cumulative Federal and State funded projects, and* ***$50,000*** *for those funded through County general and enterprise funds, with review by County Counsel.*)

CUMULATIVE AMOUNT: $_____
(Task orders under the limits of Res. 16-200 or 16-201 are authorized ***for up to $150,000*** in collective value in a fiscal year. Any that initially, or through modification, exceed these authorities must be brought to the Board for approval. Should this limit be met, the Department will need to formally request that it be adjusted. In addition, the Department is to provide regular updates to the Board on task orders issued under this authority.)

☐ **Res. 96-295** – Airport Hangar Agreements/Tie Down Space Rental/Ground Space/Improved Ground Space

ALL AGREEMENTS MUST BE ROUTED TO THE CLERK OF THE BOARD FOR FINAL SIGNATURES, PROCESSING AND ARCHIVING PURPOSES.

Attachment: COB - CivicPlus for redesign (RES-2022-124 : Ratify CivicPlus Agreement)

MEMORANDUM FOR ROUTING AGREEMENTS THAT DO NOT REQUIRE BOARD APPROVAL

To: Tracy Gauthier, Deputy Clerk of the Board From: Tracy for Rene Date: 2-2-18

Re: Agreement with: CivicPlus Service & License agreement for Redesi

Please check the type of agreement being submitted below, enter the dollar amount of the agreement, and route to the Clerk of the Board's Office. ***ALL AGREEMENTS MUST BE ROUTED TO THE CLERK FOR COUNTY COUNSEL'S APPROVAL****. The agreement will be further processed/finalized and one original will be retained for our files with the remaining originals returned to submitting department.*

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

☐ $_____ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – *Under $10,000:***
Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment, as contained in the approved budget; (may not purchase or lease real property or storage space ***without the Purchasing Agent's approval.)***

☐ $ 10,000 **CAO (Purchasing Agent) -Section 3.08.090 – *Under $50,000:***
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

_____ **Res. 05-117 and 04-346 – Indemnification Agreements**

_____ **Interdepartmental Agreements**

For Public Works Use Only:

☐ $_____ **Res. 98-130 – *Under $25,000:***
(Public construction projects and professional/technical contracts that are budgeted within a budget unit assigned to Public Works. Agreement must be developed in accordance with County policy regarding procurement, i.e., bidding and solicitation procedures; and contract is to be approved as to legal form by County Counsel and have the ***written concurrence of the CAO****.)*

☐ $_____ **Change Order -** construction contract ***less than $25,000:***
(Cumulative change orders may not cause the project budget to be exceeded when all costs are taken into account. Authorizes Public Works Director to issue a "Notice of Completion" on public construction projects as agent for the County.)

☐ $_____ **Change Order -** construction contract ***greater than $25,000:***
(Requires: (1) adequate funds are available within the affected budget line item; and (2) the cumulative change orders do not exceed more than ten percent of the cost of the original contract or the amount of any contingency established by the Board.)

☐ $_____ **Res. 16-200 & 16-201** – *Agreements/Task Orders with Willdan Engineering and NV5*:
(Authorize Public Works Director to issue task orders ***up to $100,000*** *for reimbursable projects such as Cumulative Federal and State funded projects, and* ***$50,000*** *for those funded through County general and enterprise funds, with review by County Counsel.)*

CUMULATIVE AMOUNT: $_____
(Task orders under the limits of Res. 16-200 or 16-201 are authorized ***for up to $150,000*** in collective value in a fiscal year. Any that initially, or through modification, exceed these authorities must be brought to the Board for approval. Should this limit be met, the Department will need to formally request that it be adjusted. In addition, the Department is to provide regular updates to the Board on task orders issued under this authority.)

☐ **Res. 96-295** – Airport Hangar Agreements/Tie Down Space Rental/Ground Space/Improved Ground Space

ALL AGREEMENTS MUST BE ROUTED TO THE CLERK OF THE BOARD FOR FINAL SIGNATURES, PROCESSING, AND ARCHIVING PURPOSES.

Attachment: COB - CivicPlus for redesign (RES-2022-124 : Ratify CivicPlus Agreement)

Service & License Agreement for **Mariposa County, CA**

CivicPlus Redesign Sale Form

Organization	Mariposa County, CA			URL	http://www.mariposacounty.org/
Street Address	5100 Bullion Street, Second Floor				
Address 2	P.O. Box 784				
City	Mariposa	State	CA	Postal Code	95338

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone	René LaRoche; 209.742.1227 (wrk) or 209.410.8171 (cell)
Emergency Contact & Mobile Phone	Dallin Kimble; 209.966.3222 (wrk) or 804.495.7931 (cell)
Emergency Contact & Mobile Phone	Leigh Westerlund; 209.966.3222 (wrk) or) 209.617.1865 (cell)

Billing Contact	René LaRoche			E-Mail	rlaroche@mariposacounty.org
Phone	209.742.1227	Ext.		Fax	209.966.5147
Billing Address	PO Box 784				
Address 2	5100 Bullion Street, Second Floor				
City	Mariposa	ST	CA	Postal Code	95338
Tax ID #				Sales Tax Exempt #	N/A
Billing Terms	Balance in 60 days			Account Rep	Megan White
Info Required on Invoice (PO or Job #)	N/A				

Contract Contact	René LaRoche			Email	rlaroche@mariposacounty.org
Phone	209.742.1227	Ext.		Fax	209.966.5147

Project Contact	René LaRoche			Email	rlaroche@mariposacounty.org
Phone	209.742.1227	Ext.		Fax	209.966.5147

--Remainder of this page left intentionally blank—

Attachment: COB - CivicPlus for redesign (RES-2022-124 : Ratify CivicPlus Agreement)

Service & License Agreement for **Mariposa County, CA**

CivicPlus Redesign Project Deliverables

CivicPlus Project Development Services & Scope of Services for Website Redesign		
Design & Project Overview	**Annual Fee**	**One Time Fee**
• New design presented on latest platform • Redevelop navigation method (may choose top drop-down or other options) • Design setup – wireframe • Sitemap • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content o Includes migrating of all existing content and retouching of published pages to ensure new site styles are applied and modules are related to feature columns. o Contact information will be moved to a feature column area if previously formatted in a right contact layout. o Ensure modules are related to feature columns o Content Optimization – move text and images out of editor tables into corresponding widgets to optimize responsiveness **Note:** Content will not be rewritten, reformatted or broken up. Additionally, new pages will not be created. • Spelling and broken links will be checked and updated by our team where possible. Additional report will be provided to client o 3 Days of virtual navigation and content consulting o 1 Day of virtual training for up to 6 people o 1 Day of virtual Go-Live assistance from content o Recurring Redesign every 48 months	**$0**	**$10,200**
Add-On Options		
Annual Increase (subject to 5% annual increase starting with next bill)	**$0**	
Total One-Time Fee		**$10,200**
Total Due within 60 days	**$10,200**	

1. Performance under this Redesign Sales Form is subject to the terms and conditions of the original website development contract between CivicPlus and Mariposa County, CA.
2. The Total Fees for Year 1 will be invoiced upon agreement signing, due within 60 days.
3. After initiation of this CP Website Redesign Package contract, Client will begin building eligibility for a CP Website Redesign. After 48 months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Website Redesign.
4. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client _____ Date 2/1/2018

Attachment: COB - CivicPlus for redesign (RES-2022-124 : Ratify CivicPlus Agreement)

CivicPlus • 302 S. 4th St., Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Service & License Agreement for **Mariposa County, CA**

CivicPlus _____ Date 2-12-18

Sign and E-mail the entire contract with exhibits to:
Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:
CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502
Upon receipt of signed original, we will counter-sign and return the copy for your files.

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: COB - CivicPlus for redesign (RES-2022-124 : Ratify CivicPlus Agreement)

Service & License Agreement for **Mariposa County, CA**

Exhibit B - Annual Support, Maintenance and Hosting Services

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	**Maintenance of CivicPlus Application & Modules**	**Hosting**
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 4-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Attachment: COB - CivicPlus for redesign (RES-2022-124 : Ratify CivicPlus Agreement)

CivicPlus • 302 S. 4th St., Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-125

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve the Overfill of a Program Manager in Health & Human Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve the overfill of a Program Manager in Health and Human Services in the Public Assistance Division effective immediately.

The incumbent Program Manager will be retiring on May 31, 2022 and in order that training take place for the successor, it will be necessary to have the new Program Manager begin employment effective immediately thus creating a temporary overfill of the position. This overfill will end on May 31, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Per current policy, the Board of Supervisors must approve the overfilling of positions and filling of vacant positions. The Board has previously approved the overfilling of positions for other departments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the overfill, the replacement will not have an opportunity to receive training from the retiring incumbent.

FINANCIAL IMPACT:
Salary savings from temporary vacancies are requested to be used to fund the overfill. There is no impact to the General Fund.

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

REF ID# 12633

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-126

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Second Amendment - InSync Healthcare Solutions, LLC EHR Agreement with Behavioral Health

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment to an Agreement with InSync Healthcare Solutions, LLC to Increase the Amount Not to Exceed $266,147; Include an Additional Twelve (12) Licenses for Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with InSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the agreement on December 10, 2019 through Resolution Number 2019-692.

Board of Supervisors approved First Amendment to the agreement on December 1, 2020 through Resolution Number 2020-698.

Board of Supervisors approved Term Sheet with InSync on December 22, 2020 through Resolution Number 2020-740.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Amendment is not approved, Health and Human Services would experience difficulty in achieving the optimal level of support for its claiming and clinical documentation software.

FINANCIAL IMPACT:
The cost of this agreement will be spread over several budget units (Behavioral Health, Alcohol & Drug, and Mental Health Services Act) based on the benefit to each unit and is incorporated in the FY21-22 budget. There is no impact to the General Fund.

REF ID# 12617

ATTACHMENTS:
First Amend. InSync TandC Wallsignatures (PDF)
InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (PDF)
MCBH InSync Term Sheet 12 Additional Providers 2022 - Feb 16 2022 (PDF)

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

Additional Terms

• Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of InSync HCS's Terms and Conditions of Use and Account Agreement and, if applicable, the InSync HCS RCM Terms and Conditions Agreement. The General Terms and Conditions and the RCM Terms and Conditions are incorporated into this term sheet. ***Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance all terms and conditions.**

• Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.

• Total Upfront Costs are due upon execution of this Term Sheet. All reoccurring fees (and third party fees) are subject to increase from time to time are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. **CUSTOMER AGREES AND ACKNOWLEDGES THERE ARE NO REFUNDS FOR ANY UPFRONT COSTS (INCLUDING LICENSE PURCHASE FEES), RECURRING FEES, OR THIRD PARTY FEES.**

• Service Exclusivity (If using InSync RCM services). Practice acknowledges that InSync RCM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform inhouse or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.

• Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to filing any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party's travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees

• Financing options for license purchases are available through InSyncHCS's capital funding partner(s) and are subject to credit approval.

Client Initials KC

Value-Added and Third-Party Products & Services

		Unit Price	QTY	Client Initials
Clearinghouse Fee				
Unlimited HCFA Electronic Claims, ERAs and Secondary Claims from Participating Payers.	**Per provider NPI/month**	$25	2	KC
Transaction based HCFA clearinghouse plan. Transaction defined as Claim submission, Rejection, Claim re-submission, and ERA.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice to change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Paper HCFA Claim Submission	**Per practice/transaction**	$0.89	0	
Worker's Comp HCFA claim submission with attached encounter notes	**Per practice/transaction**	$0.89	0	
UB-04 Submission plan with 500 transactions per month included under facility NPI for $29. Each additional 500 transactions under facility NPI billed at $29.	**Per facility NPI/month**	$29	0	
Estimated numbers of monthly claims batches based on data supplied by customer			0	
Real-Time Insurance Eligibility Check				
Unlimited monthly transactions per Provider NPI	**Per provider NPI/month**	$29	2	KC
Transaction based eligibility plan. Transaction defined as each patient eligibility check.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice for change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Group NPI plan with 500 eligibility transactions per month included under group NPI for $29. Each additional 500 transactions under group NPI billed at $29. Not all insurance companies accept group NPI.	**Per Group NPI/month**	$29	0	
Estimated numbers of eligibility monthly batches based on data supplied by customer			0	
ClaimStaker (Powered by Alpha II) for Claim Scrubber	**Per provider/month**	$65	0	
Medication Management Package (InSyncRx)	**Per provider/month**	$25	0	
Patient hand-outs in 18 languages and comprehensive doctor's drug reference from GSDD Allergy, Drug and Pregnancy interaction review from GSDD Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid RxHub: managed care interface for all-doctor drug history and electronic mail-order				
Integrated ePrescribing for Controlled Substances - EPCS (InSyncRx) Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. **NOTE**: This service also requires an $100 Identity Proofing fee payable directly to Exostar in addition to the $150 InSync setup fee.	**Per provider/1 time setup**	$150	0	
Outsourced Patient Statement Submission	**Per statement fee (1st pg)**	$0.94	0	
Paper statements Monthly minimum of $20 applies.	**Each additional page**	$0.28		
E-Statements	**Per statement**	$0.30	0	
Appointment Reminder Service (Powered by AlertSolutions) One-time set-up fee of $95 applies; Monthly minimum fee of $25 applies; by signing up for appointment reminders you will be set up for all three services Text Message Reminders are $0.14 for first 160 characters. Additional characters will be charged $0.14 for each additional page.	**Per minute (phone)** **Per text** **Per email**	$0.14 $0.14 $0.07	0	
	Initial setup fee of $95	$95		
ASAM Form ASAM 6 Dimensions of Care. First year included in total upfront cost.	**Per provider/year**	$24	0	
Unlimited Telemedicine Integration (Powered By Zoom) Unlimited telemedicine visits.	**Per provider/month**	$39	0	
Scanner with Insurance Card & Driver's License OCR Integration *(SnapShell IDR w/.Net OCR Powered by Card Scanning Solutions Inc.)* Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, IDs and Insurance Cards and populating them directly into fields available on Demographics and Insurance page. NOTE: All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase. NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per scanner** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/scanner annual maintenance & support fee	$1,095 $95 $45	0	

Attachment: First Amend. InSync TandC Wallsignatures (RES-2022-126 : Second Amendment - InSync Healthcare Solutions, LLC EHR

Electronic Signature Pad with Integration *(SignatureGem Backlit LCD 1X5 Powered by Topaz Systems Inc.)* Electronic LCD signature pad to capture patients' signature on custom forms; eliminates the need to print and scan the forms back into the system **NOTE:** All signature pad devices are warranted by manufacturer for a maximum of 12 months from date of purchase.) **NOTE:** Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per signature pad** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/pad annual maintenance & support fee	$395 $95 $45	0 0	
InSyncHCS Direct - Organization Account (Powered by Secure Exchange Solutions) Practice email account using the DIRECT protocol for securely sharing healthcare information between referring providers; Required for Meaningful Use Stage 2 (one per practice)	**Per practice/ month**		0	
InSyncHCS Direct - Individual Account *(Powered by Secure Exchange Solutions)* Individual provider personal email account (or per practice organizational account for non-EMR customers) using the DIRECT protocol for securely sharing healthcare information between referring providers	**Per email address/ month**	$15	0	
Electronic Fax – Inbound (Powered by Interfax) Up to 500 inbound pages included per fax line per month	**Per fax line/month** **Toll-Free Number** **Port Current Number** Additional charges: 10 cents/each add'tl page over 500 One-time setup fee of $95 applies	$25 $19 $40 $95	0 0 0	
Electronic Fax – Outbound (Powered by Interfax)	**Per page**	$0.12	0	

Training Plan

			QTY		Client Initials
Onsite Discovery InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain a full understanding of workflows, content, and all practice specific needs.	**2-Day Minimum**	***Included***	0	Days	
Onsite Training InSync certified trainer will spend a minimum of 3 days onsite at the practice training superusers and staff.	**3-Day Minimum**	***Included***	0	Days	
Onsite Trips Total number of trainer travel trips included in overall training plan	**Airfare Included**	***Included***	0	Trips	
Remote Training Remote training hours conducted by InSync certified trainer	**20-Hour Minimum**	***Included***	0	Hours	

Value-Added and Third-Party Products & Services (CONT)

			QTY	Client Initials
Data Import **Option A** Import of basic patient demographic, insurance master files, providers, and referring providers from .xlsx or pipe delimited .csv. • *Client will provide data in specified format.* • *Only fields provided will be converted*		***Included***	0	
Option B Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents. • *All Clinical Data must be provided to InSync in PDF format. Any other formats will not be converted. Data Index file may be required to name documents appropriately.* • *Clinical Data is converted as PDF attachments in the document manager.* • *This option includes up to 50 GB of data. Anything over 50 GB will incur an additional cost.*		***Included***	0	
******NOTE: Any import/export of data in format other than .xlsx, pipe (|) delimited, or C-CDA will incur additional charges for data formatting.*** ***This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.** ****All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with regards to the accuracy, integrity or validity of migrated or extracted data.**				
HL7 Link to 3rd Party Software • *Upon development scope and confirmation*			0	
State Data Submission Practice agrees to use InSync's existing state data submission functionality. If additional development is required, project is subject to Statement of Work and any fees associated with it.			0	
MIPS Submission Service InSync will setup and train practice on MIPS submission though the InSync software. ****Client will incur an additional fee based on submission method and number of measures***		Request activation	0	
Medical Transcription	**Ask for quote**			
General Consulting Services (Remote) Includes any IT related services required/requested by clients for maintenance and administration of onsite application servers.	**10-hour minimum**		0	

Attachment: First Amend. InSync TandC Wallsignatures (RES-2022-126 : Second Amendment - InSync Healthcare Solutions, LLC EHR

Comments:

This agreement serves to add 10 total licenses, 2 of which are in use currently and an additional 8 to be used by the practice at a later date.
Based on the current provider count, InSync will not increase Support, Maintenance, and Hosting by more than 5% in a given year.

Practice Legal Name:	Mariposa County Behavioral Health
DBA:	Mariposa County Behavioral Health
Address:	5360 Lemee Lane
City, State, Zip:	Mariposa, CA, 95338
Phone:	209-742-0821
Fax:	
Email:	lrumfelt@mariposahsc.org
Contact Name:	Lynn Rumfelt

Authorized Signature: Kevin Cann

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "as-is", that the signor had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Name: Kevin Cann

Title: Chair

Date:

InSync Healthcare Solutions, LLC

Company Name:	InSync Healthcare Solutions, LLC
Address:	8408 Benjamin Road
City, State, Zip:	Tampa, FL 33634
Phone:	813-563-8130
Fax:	732-200-3308
Sales Person:	Tony Spino

By:

Name: Robert Thorpe II

Title: President + EVP of Sales

Effective Date: 1/20/2021

Customer hereby authorizes InSync Healthcare Solutions to initiate monthly debit entries for the amount due as per this agreement from the Customer's financial account or credit card account named below.

I understand and agree that payment will be withdrawn through an auto pay system monthly/anually. Client Initials

Initial One Option

I decline signing up for auto pay and accept the $10 check service fee per month for payment with check Client Initials KC

Desired Delivery of Invoice: **Paper (mailed USPS)**

ACH Authorization:

Customer's Financial Institution: _____ City/State: _____

Name on Account: _____ Account Type: ☐ Checking ☐ Savings

Routing / ABA No: _____ Account No: _____

Credit Card: Name on Card: _____

Card Type: ☐ Visa ☐ Master Card Card No.: _____

Billing Address: _____ Expiration Date: _____ Security Code: _____

Version 2.02

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: First Amend. InSync TandC Wallsignatures (RES-2022-126 : Second Amendment - InSync Healthcare Solutions, LLC EHR

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2019-692

MEETING: December 10, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: InSync Healthcare Solutions, LLC EHR Agreement with Behavioral Health

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with InSync Healthcare Solutions, LLC to Provide Electronic Health Record Information System software, technical support and all pay sources claiming services to Behavioral Health in an Amount Not to Exceed $190,835 for purchase of Software and Setup plus $2,746 per month "3rd Party Fees", plus $1,323 per month "Support, Maintenance, Hosting;" Approve the InSync Terms and Conditions Agreement; and Authorize the Board of Supervisors Chair to Sign the Agreements.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with InSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new agreement with InSync. InSync will replace our previous EHR vendor, Kings View. These services are necessary to efficiently manage our client records and claiming processes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Behavioral Health would be without vital support for its claiming and clinical documentation software. An alternate contractor could be sought, or Behavioral Health could attempt to provide qualified IT and other staff to duplicate InSync's services. Behavioral Health would be at a loss to provide such technical services for the near term, and costs would likely exceed the InSync agreement costs.

FINANCIAL IMPACT:
The cost of this agreement will be spread over several budget units (Behavioral Health, Alcohol & Drug, Whole Person Care, Health, and Mental Health Services

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-126 : Second Amendment - InSync

Resolution - Action Requested 2019-692

Act) based on number of staff assigned to each unit and is incorporated in the FY19-20 budget. There is no impact to the General Fund.

ATTACHMENTS:
InSync Proposal - Purchase - Mariposa County 11.22 - Upfront - Comments Added(PDF)
InSync Terms and Conditions Signed (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-126 : Second Amendment - InSync

PM/EMR Software & Services Term Sheet

Number of Providers:	29	Customer Name (Legal Entity Name):	Mariposa County Behavioral Health
Number of Case Managers:	20	Practice Name:	Mariposa County Behavioral Health
		Date of Term Sheet:	11/22/2019
		Price Validity:	12/31/2019
TOTAL NUMBER OF PROVIDERS:	49	1st 3rd Party Invoice date:	2/1/2019

Client Initials

Package, Licensing & Term Options

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
	License Purchase	License Purchase	License Purchase	Subscription
License Term			Purchase	
Total Upfront Costs			$190,835	
3rd Party Fees			*$2,746*	

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
EMR		•	•	•
Practice management (Billing)	•		•	•
Scheduler	•	•	•	•
Patient registration	•	•	•	•
Document management	•	•	•	•
Secure messaging	•	•	•	•
Meaningful Use tools		•	•	•
Reporting	•	•	•	•
Patient portal		•	•	•

Professional Services Included

Implementation & Project Management	10 Hours	10 Hours	20 Hours	20 Hours
RCM (Medical Billing) Service				•
	License Purchase	License Purchase	License Purchase	License Purchase
Software Maintenance & Standard Updates	Year 1 Included	Year 1 Included	Year 1 Included	Included
Customer Support (Toll-free phone, email, web)	Year 1 Included	Year 1 Included	Year 1 Included	Included
Hosting	Year 1 Included	Year 1 Included	Year 1 Included	Included

Support, Maintenance & Hosting Fees

*(For license purchase customers only – **All included in first year of term** and billed annually in advance each year thereafter)*

		Unit Price	QTY	Client Initials
Support, Maintenance & Hosting Fees	Per provider/month	$27	49	

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-126 : Second Amendment - InSync

Additional Terms

• Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of InSync HCS's Terms and Conditions of Use and Account Agreement and, if applicable, the InSync HCS RCM Terms and Conditions Agreement. The General Terms and Conditions and the RCM Terms and Conditions are incorporated into this term sheet. ***Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance all terms and conditions.**

• Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.

• Total Upfront Costs are due upon execution of this Term Sheet. All reoccurring fees (and third party fees) are subject to increase from time to time are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. **CUSTOMER AGREES AND ACKNOWLEDGES THERE ARE NO REFUNDS FOR ANY UPFRONT COSTS (INCLUDING LICENSE PURCHASE FEES), RECURRING FEES, OR THIRD PARTY FEES.**

• Service Exclusivity (If using InSync RCM services). Practice acknowledges that InSync RCM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform inhouse or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.

• Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to filing any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party's travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees

• Financing options for license purchases are available through InSyncHCS's capital funding partner(s) and are subject to credit approval.

Client Initials MSM

Value-Added and Third-Party Products & Services

		Unit Price	QTY	Client Initials
Clearinghouse Fee				
Unlimited HCFA Electronic Claims, ERAs and Secondary Claims from Participating Payers.	**Per provider NPI/month**	$25	49	MSM
Transaction based HCFA clearinghouse plan. Transaction defined as Claim submission, Rejection, Claim re-submission, and ERA. ***NOTE:*** 90 day notice to change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.	**Per provider NPI/transaction**	$0.39	0	
Paper HCFA Claim Submission	**Per practice/transaction**	$0.89	0	
Worker's Comp HCFA claim submission with attached encounter notes	**Per practice/transaction**	$0.89	0	
UB-04 Submission plan with 500 transactions per month included under facility NPI for $29. Each additional 500 transactions under facility NPI billed at $29.	**Per facility NPI/month**	$29	0	
Real-Time Insurance Eligibility Check **Unlimited** monthly transactions per Provider NPI	**Per provider NPI/month**	$29	49	MSM
Transaction based eligibility plan. Transaction defined as each patient eligibility check. ***NOTE:*** 90 day notice for change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.	**Per provider NPI/transaction**	$0.39	0	
Group NPI plan with 500 eligibility transactions per month included under group NPI for $29. Each additional 500 transactions under group NPI billed at $29.	**Per Group NPI/month**	$29	0	
ClaimStaker (Powered by Alpha II) for Claim Scrubber	**Per provider/month**	$65	0	
Medication Management Package (InSyncRx) Patient hand-outs in 18 languages and comprehensive doctor's drug reference from GSDD Allergy, Drug and Pregnancy interaction review from GSDD Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid RxHub: managed care interface for all-doctor drug history and electronic mail-order	**Per provider/month**	$25	4	MSM
Integrated ePrescribing for Controlled Substances - EPCS (InSyncRx) Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. **NOTE:** This service also requires an $100 Identity Proofing fee payable directly to Exostar in addition to the $150 InSync setup fee.	**Per provider/1 time setup**	$150	4	MSM
Outsourced Patient Statement Submission Paper statements Monthly minimum of $20 applies.	**Per statement fee (1st pg)** **Each additional page**	$0.94 $0.28	0	
E-Statements	**Per statement**	$0.30	0	
Appointment Reminder Service (Powered by AlertSolutions) One-time set-up fee of $95 applies; Monthly minimum fee of $25 applies; by signing up for appointment reminders you will be set up for all three services	**Per minute (phone)** **Per text** **Per email** **Initial setup fee of $95**	$0.14 $0.14 $0.07 $95	1	MSM
Telemedicine Integration	**Per minute**	$0.10	0	
Scanner with Insurance Card & Driver's License OCR Integration *(SnapShell IDR w/.Net OCR Powered by Card Scanning Solutions Inc.)* Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, IDs and Insurance Cards and populating them directly into fields available on Demographics and Insurance page. NOTE: All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase. NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per scanner** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/scanner annual maintenance & support fee	$1,095 $95 $45	1	MSM MSM MSM

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Electronic Signature Pad with Integration *(SignatureGem Backlit LCD 1X5 Powered by Topaz Systems Inc.)* Electronic LCD signature pad to capture patients' signature on custom forms; eliminates the need to print and scan the forms back into the system **NOTE:** All signature pad devices are warranted by manufacturer for a maximum of 12 months from date of purchase.) **NOTE:** Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per signature pad** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/pad annual maintenance & support fee	$395 $95 $45	0	
InSyncHCS Direct - Organization Account (Powered by Secure Exchange Solutions) Practice email account using the DIRECT protocol for securely sharing healthcare information between referring providers; Required for Meaningful Use Stage 2 (one per practice)	**Per practice/ month**		0	
InSyncHCS Direct - Individual Account *(Powered by Secure Exchange Solutions)* Individual provider personal email account (or per practice organizational account for non-EMR customers) using the DIRECT protocol for securely sharing healthcare information between referring providers	**Per email address/ month**	$15	0	
Electronic Fax – Inbound (Powered by Interfax) Up to 500 inbound pages included per fax line	**Per fax line/month** **Toll-Free Number** **Port Current Number** Additional charges: 10 cents/each add'tl page over 500 One-time setup fee of $95 applies	$25 $19 $40 $95	0 0 0	
Electronic Fax – Outbound (Powered by Interfax)	**Per page**	$0.12	0	

Training Plan

			QTY		Client Initials
Onsite Discovery InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain a full understanding of workflows, content, and all practice specific needs.	**2-Day Minimum**	***Included***	4	Days	MSW
Onsite Training InSync certified trainer will spend a minimum of 3 days onsite at the practice training superusers and staff.	**3-Day Minimum**	***Included***	20	Days	MSW
Onsite Trips Total number of trainer travel trips included in overall training plan	**Airfare Included**	***Included***	6	Trips	MSW
Remote Training Remote training hours conducted by InSync certified trainer	**20-Hour Minimum**	***Included***	20	Hours	MSW

Value-Added and Third-Party Products & Services (CONT)

			QTY	Client Initials
Data Import **Option A** Import of basic patient demographic, insurance master files, providers, and referring providers from .xlsx or pipe delimited .csv. • *Client will provide data in specified format.* • *Only fields provided will be converted*		***Included***	0	
Option B Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents. • *All Clinical Data must be provided to InSync in PDF format. Any other formats will not be converted. Data Index file may be required to name documents appropriately.* • *Clinical Data is converted as PDF attachments in the document manager.* • *This option includes up to 50 GB of data. Anything over 50 GB will incur an additional cost.*		***Included***	1	MSW
***This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.** ****All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with regards to the accuracy, integrity or validity of migrated or extracted data.**				
HL7 Link to 3rd Party Software • *Upon development scope and confirmation*			0	
Lab/ Imaging/ Radiology Integration **Upon Lab/ Imaging/ Radiology Company Approval* Electronically send lab orders and receive results with the ability to interface with over 50 labs across the country, including LabCorp and Quest Diagnostics; Auto-delivery reduces need for faxing, scanning and uploading attachments	Request activation		0	
MIPS Submission Service InSync will setup and train practice on MIPS submission though the InSync software. ****Client will incur an additional fee based on submission method and number of measures***	Request activation		0	
Medical Transcription	**Ask for quote**			
General Consulting Services (Remote) Includes any IT related services required/requested by clients for maintenance and administration of onsite application servers.	**10-hour minimum**		0	

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Comments:

Based on the current provider count, InSync will not increase Support, Maintenance and Hosting by more than 5% in a given year.
InSync has committed to employ, as soon as possible, a dedicated resource to stay up to date with California mental health behavioral health and substance abuse regulations.

Authorized Signature: MS Mun

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "as-is", that the signor had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Customer Legal Name:	County of Mariposa
Address:	
City, State, Zip:	
Phone:	
Fax:	
Email	
Contact Name:	

Name: MILES MENETREY

Title: Chair of Board

Date: Dec 13 2019

InSync Healthcare Solutions, LLC

Address:	Insync Healthcare Solutions, LLC 8408 Benjamin Road
City, State, Zip:	Tampa, FL 33634
Phone:	813-563-8130
Fax:	732-200-3308
Sales Person:	Matt Lewis

By:

Name:

Title:

Effective Date:

Customer hereby authorizes InSync Healthcare Solutions to initiate monthly debit entries for the amount due as per this agreement from the Customer's financial account or credit card account named below.

I understand and agree that payment will be withdrawn through an auto pay system monthly/anually. **Client Initials** ☐

Initial One Option

I decline signing up for auto pay and accept the $10 check service fee per month for payment with check **Client Initials** ☐

Desired Delivery of Invoice: **Paper (mailed USPS)**

ACH Authorization:

Customer's Financial Institution: _____ City/State: _____

Name on Account: _____ Account Type: ☐ Checking ☐ Savings

Routing / ABA No: _____ Account No: _____

Credit Card: Name on Card: _____

Card Type: ☐ Visa ☐ Master Card Card No.: _____

Billing Address: _____ Expiration Date: _____ Security Code: _____

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IMPORTANT- READ CAREFULLY: USE OF THE EMR/PM SERVICES AND ONLINE SYSTEM OF INSYNC HEALTHCARE SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("INSYNC HCS") IS CONDITIONED UPON THE COMPLIANCE AND ACCEPTANCE OF THESE TERMS AND CONDITIONS BY THE PRACTICE AND ITS USERS, AS DEFINED HEREIN. THESE TERMS APPLY TO ALL EXISTING CUSTOMERS OF INSYNC HCS AND SHALL SUPERSEDE ANY TERMS AND CONDITIONS PREVIOUSLY ACCEPTED BY THE EXISTING CUSTOMERS OF INSYNC HCS.

DEFINITIONS

"Agreement" refers to these Terms and Conditions, which are incorporated into the INSYNC HCS Software and Services Term Sheet.

"EMR/PM Services" means the electronic medical record/practice management services offered by INSYNC HCS.

"EMR/PM Value Added Services" means certain third party applications, or third party services, offered by INSYNC HCS to Provider to enhance the EMR/PM Services.

"INSYNC HCS Support" means the support helpline for the Practice and Users. Requests for support will be given a case number to track the request for assistance. The phone number is 1-877-246-8684 and email is emrsupport@insynchcs.

"INSYNC HCS System" means the web based INSYNC HCS software and online system.

"Practice" means the healthcare practice that executed the INSYNC HCS Software and Services Term Sheet which incorporates these Terms and Conditions by reference, and the Users. The Practice is specifically referred to as Customer within the INSYNC HCS Software and Services Term Sheet.

"Protected Health Information" ("PHI") shall have the meaning given to such term at 45 C.F.R. §160.103, limited to the information that

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INSYNC HCS creates, receives, maintains or transmits from or on behalf of Practice.

"Provider" means any healthcare professional or individual who is recognized under HIPAA as administering or delivering direct patient care and who CMS identifies as requiring a National Provider Identification (NPI) number for payment or reimbursement. This typically includes (but is not limited to): physicians, physician assistants, midwives, nurse practitioners, nurse anesthetists, dentists, denturists, chiropractors, clinical social workers, psychologists, psychiatrists, physical therapists, athletic trainers.

"Required by Law" shall have the meaning given to such term at 45 C.F.R. §164.103.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

"User(s)" means the Providers, Employees, Contractors and other Agents of a Practice who have been authorized by the Practice to use the EMR/PM Services and INSYNC HCS System.

TERMS AND CONDITIONS

These Terms and Conditions are part of and fully incorporated by reference into the INSYNC HCS Software and Services Term Sheet (the "INSYNC HCS Term Sheet") that has separately been agreed to by the Practice and INSYNC HCS ("INSYNC").

INSYNC HCS and the Practice will each be known as a "Party" and will collectively be known as the "Parties". In the event of a conflict between the terms of the INSYNC HCS Term Sheet and this Agreement, the terms of this Agreement shall control.

INSYNC HCS provides electronic medical record services ("EMR/PM Services") through its web based INSYNC HCS online system ("INSYNC HCS System").

BY REQUESTING PERMISSION (OR CONTINUED PERMISSION) TO ACCESS AND/OR USE THE INSYNC HCS SYSTEM AND/OR

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THE EMR/PM SERVICES, THE PRACTICE AGREES TO ACCEPT AND BE FULLY BOUND BY THESE TERMS AND CONDITIONS.

INSYNC HCS RESERVES THE RIGHT TO REVISE THESE TERMS AND CONDITIONS AT ANY TIME. BY ACCESSING AND/OR USING THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES, THE PRACTICE AGREES TO ACCEPT AND BE FULLY BOUND BY ANY SUCH REVISIONS WHEN THEY BECOME EFFECTIVE, WHETHER OR NOT THE PRACTICE HAS ACTUALLY REVIEWED THEM. IF THE PRACTICE DOES NOT AGREE TO ACCEPT AND BE FULLY BOUND BY THIS AGREEMENT, THE PRACTICE SHOULD NOT AND IS EXPRESSLY PROHIBITED FROM HAVING ANY USERS ACCESS THE INSYNC HCS SYSTEMS AND/OR USE THE INSYNC HCS SERVICES.

1. INSYNC HCS Services.

1.1 EMR/PM Services are provided directly by INSYNC HCS.

1.2 INSYNC HCS may offer the Practice the ability to purchase EMR/PM Value Added Services. In addition, INSYNC HCS or select third party providers (through the EMR/PM Services) may offer links to other websites, resources, third party applications or services which the Practice may purchase. INSYNC HCS does not provide any warranties with respect to any such EMR/PM Value Added Services whether or not such EMR/PM Value Added Services are offered or designated by INSYNC HCS as "certified," "approved," "recommended" or otherwise. Any purchase by a Practice of any EMR/PM Value Added Services is solely between the Practice and the applicable third party.

1.3 INSYNC HCS is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of any EMR/PM Value Added Services that the Practice may purchase or connect to through the EMR/PM Services, or any descriptions, promises or other information related to the foregoing. If the Practice orders or enables an EMR/PM Value Added Service for use with the EMR/PM Services, the Practice agrees that INSYNC HCS may allow such third party providers to access the Practice's

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data or information as required for the interoperation of such EMR/PM Value Added Services with the EMR/PM Services, and any exchange of data or other interaction between Practice and a third party provider is solely between the Practice and such third party provider. INSYNC HCS shall not be responsible for any disclosure, modification or deletion of data or information resulting from any such access provided to EMR/PM Value Added Services. No purchase of EMR/PM Value Added Services is required to use the EMR/PM Services.

1.4 The EMR/PM Services being provided by INSYNC HCS primarily consist of the sale of a software product license to the Practice. As such, INSYNC HCS shall not be responsible in any manner for providing training services to the Practice or any of its employees, contractors, or Providers as related to the billing, collection, or adjustments for any medical services provided by the Practice to its patients. This includes but is not limited to INSYNC HCS not having any responsibility for the Practice's workload, including charting. It is the sole responsibility of the Practice to ensure that its billing staff has the adequate training for billing the Practice's medical services and INSYNC HCS shall have no responsibility in this regard unless the Practice has specifically hired INSYNC HCS to provide RCM Services pursuant to the executed Term Sheet between the Practice and INSYNC HCS.

1.5 Under no circumstances, shall InSync HCS be held responsible or liable for any amounts of prescription medication prescribed by either the Practice or any Provider whether such prescribed amount is over or under the limits set by either the DEA or the Practice. The Practice and any Provider shall be solely responsible and liable for any amounts they prescribe and InSync HCS expressly disclaims all liability in this regard as InSync HCS has no control over the amounts which are prescribed by the Practice or any Provider. It should be noted by the Practice that the Suboxone Patient Count Tracker is used as a tool to help prevent over prescription of medication but does not explicitly prevent the Practice or any Provider from prescribing amounts of prescription medicines which are over DEA limits or limits set by the Practice.

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2. The Practice's Responsibilities.

2.1 The Practice is responsible for notifying INSYNC HCS of the number of Providers within the Practice. The Practice must notify INSYNC HCS within five (5) days of a Provider leaving the Practice or a new Provider joining the Practice by calling INSYNC HCS Support. The Practice will not be able to add or delete a Provider without contacting INSYNC HCS Support and providing the name of the Provider to be deleted or added.

2.2 The Practice is bound by the terms and conditions of this Agreement, the Business Associate Agreement, and the INSYNC HCS Term Sheet. It is the Practice's responsibility to ensure that each User has reviewed this Agreement and understands the applicable terms and conditions.

2.3 Periodically, INSYNC HCS may incorporate product updates and new releases with respect to the software of the INSYNC HCS Systems. All product updates and new releases shall be governed by the same terms and conditions of this Agreement. The Practice may be required periodically to upgrade to a new version of its operating system or other third-party software used in connection with the INSYNC HCS System and/or the INSYNC HCS Services at their current prices or to a release level compatible with and required to run new releases or updates of the Software, in order to continue to access and/or use the INSYNC HCS System and/or the INSYNC HCS Services. The Practice may also be required to procure additional memory or disk capacity in order to be able to access and use the INSYNC HCS System and/or the INSYNC HCS Services or to run new releases, versions or updates of the Software. The Practice shall be responsible for procuring any such operating system, hardware upgrades or other third-party software, at its sole expense. INSYNC HCS SHALL HAVE NO OBLIGATION TO CONTINUE TO INCLUDE PRIOR VERSIONS OF THE SOFTWARE.

2.4 If INSYNC HCS offers additional, optional services to the Practice during the term of this Agreement, the Practice may be required to provide certain information either to INSYNC HCS or

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certain third parties in connection with some services that may be offered.

3. Compensation.

3.1 The Practice will pay all applicable fees, costs and charges (the "EMR/PM Fees") associated with the EMR/PM Services and such EMR/PM Fees will be in accordance with the INSYNC HCS Term Sheet. EMR/PM Fees will consist of upfront fees for implementation as well as monthly fees for the EMR/PM Services and EMR/PM Value Added Services.

3.2 The Practice agrees that all EMR/PM Fees, including any applicable taxes, for which it is responsible for, will be debited from a bank account, charged to a credit card or paid by check. **FOR BANK DEBIT OR CREDIT CARD PAYMENT, THE PRACTICE HEREBY AUTHORIZES INSYNC HCS TO DEBIT THE BANK ACCOUNT OR CHARGE THE CREDIT CARD, AS THE CASE MAY BE, THAT HAS BEEN DESIGNATED BY THE PRACTICE IN ACCORDANCE WITH THE SIGNED CREDIT CARD/ACH AUTHORIZATION FORM, THE TERMS OF WHICH FORM ARE EXPRESSLY INCORPORATED HEREIN.** INSYNC HCS shall charge the Practice's bank debit or credit card the upfront EMR/PM Fees for implementation at the time the Practice executes the INSYNC HCS Term Sheet. INSYNC HCS shall charge the Practice's bank debit or credit card the monthly EMR/PM Fees on or around the first business day of each month during the term of this Agreement. The Practice may be assessed additional fees and costs if the Practice's bank debit or credit card are declined for any reason.

3.3 For payments by check, INSYNC HCS shall invoice the Practice the monthly EMR/PM Fees as listed by the Practice's in executed INSYNC HCS Term Sheet. The invoice shall be emailed to the Practice at the email address listed on the Practice's executed INSYNC HCS Term Sheet. Such invoice shall be due and payable by the Practice within twenty (20) days of the date thereof. Invoices not paid when due shall accrue late payment charges from the day on which payment was due until the day on which it is paid. Late payment

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charges shall be computed as the lesser of the rate of one and half percent (1.5%) per month calculated on a daily basis or the highest rate allowed by law. The Practice may be assessed additional fees and costs if Practices check is returned due to insufficient funds.

3.4 INSYNC HCS shall have the right to suspend the Practice's access to any or all INSYNC HCS Services in the event any amounts due to INSYNC HCS by the Practice are overdue beyond thirty (30) days and until such time as the Practice is current on its account. INSYNC HCS reserves the right to charge the Practice a Reactivation Fee if the Practice's access has been suspended under this provision. In addition, the Practice shall be responsible for all fees and costs of collection incurred by INSYNC HCS related to unpaid EMR/PM Fees.

THE PRACTICE HAS NO RIGHT TO THE REFUND OF ANY EMR/PM FEES PAID TO INSYNC HCS AS RELATED TO EMR/PM SERVICES OR EMR/PM VALUE ADDED SERVICES PROVIDED UNDER THIS AGREEMENT.

3.5 If the Practice has financed the purchase of the INSYNC HCS EMR/PM License through an INSYNC HCS approved lending partner, INSYNC HCS shall have the right to suspend the Practice's access to any or all INSYNC HCS Services in the event any amounts due to the lending partner are overdue beyond sixty (60) days and until such as the Practice is current on its account with lending partner.

3.6 INSYNC HCS reserves the right to increase the EMR/PM Fees as listed on the INSYNC HCS Term Sheet after the Practice's first year term. After the Practice's first year term, if INSYNC HCS increases the EMR/PM Fees by a sum greater than five percent (5%) per year, the Practice shall have the ability to terminate this Agreement and the EMR/PM Services. If the Practice wishes to terminate this Agreement and the EMR/PM Services due to an applicable fee increase it must provide written notice of termination within thirty (30) days of receiving the EMR/PM Fee increase notice. If the Practice fails to provide timely notice, it waives the right to terminate due to a fee increase.

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3.7 Since a portion of the Practice's EMR/PM Fees are determined based on the number of Providers within the Practice, INSYNC HCS reserves the right to audit the Practice's activity to ensure that it has reported to INSYNC HCS the proper number of Providers within the Practice (and to ensure that the Practice is paying the proper EMR/PM Fees). If INSYNC HCS wishes to audit a Practice, INSYNC HCS is responsible for all costs associated with the audit, unless the audit indicates a shortage of 5 percent (5%) or more between the total EMR/PM Fees the Practice paid to INSYNC HCS during the twelve (12) months prior to the audit compared to the total EMR/PM Fees the Practice should have paid to INSYNC HCS during the twelve (12) months prior to the audit. If there such a shortage, the Practice can be required to pay for all fees and costs associated with the audit. If an audit indicates a shortage, the Practice will pay the shortage to INSYNC HCS within ten (10) days of conclusion of the audit.

4. Term and Termination.

4.1 The EMR/PM Services shall commence on the Effective Date. The term of this Agreement shall be one (1) year from the Effective Date, terminable without cause at the end of the first year by either Party to this Agreement upon ninety (90) days prior written notice, unless terminated earlier for cause as provided herein. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless either Party provides the other Party with written notice of its intent not to renew no less than ninety (90) days prior to the end of the then-current term.

4.2 Either Party may terminate this Agreement immediately for cause without liability or penalty of any kind in the event of the material breach or default of any of the terms or provisions of this Agreement by the other Party, provided that such breach or default is not cured within thirty (30) days after written notice thereof. However, the cure period shall be ten (10) days in the event of the Practice's failure to pay EMR/PM Fees owed as provided in Section 3.

4.3 In the event of any legislative or regulatory change or determination, whether federal or state, which has or would prior to

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the end of the Term have a material adverse impact on INSYNC HCS' ability to provide the Practice with EMR/PM Services, as determined by INSYNC HCS, this Agreement may be terminated by INSYNC HCS without liability or penalty with sixty (60) days notice to the Practice.

4.4 Upon the occurrence of any of the following events, INSYNC HCS shall have the right, at its option, to terminate this Agreement for cause immediately without liability or penalty of any kind:

4.4.1 The Practice repeatedly fails to compensate INSYNC HCS in a timely manner and in accordance with the terms of this Agreement or repeatedly fails to cooperate with INSYNC HCS and/or perform the responsibilities set forth in this Agreement.

4.4.2 The Practice, or any User violates Section 5 of this Agreement.

4.4.3 If voluntary or involuntary bankruptcy, receivership, insolvency, dissolution, or assignment of assets for the benefit of creditors proceedings are commenced against the Practice and is not dismissed within sixty (60) days.

4.4.4 If any right of the Practice under this Agreement is subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency

4.4.5 If information given by the Practice with respect to its size, type, specialty, or configuration is substantially inaccurate or incomplete.

4.5 In the event that the Practice terminates this Agreement prior to the end of the current term and termination is not made pursuant to Sections 3.5, 4.2, 4.3, or 4.6 (collectively the "Exempt Sections"), the Parties agree that the actual damages likely to result from termination are difficult to estimate and difficult for INSYNC HCS to prove. The Parties agree that in the event of early termination by the Practice except pursuant to an Exempt Section, the Practice agrees to pay INSYNC HCS an Early Termination Fee equal to the higher of 1.5 times the total of the monthly EMR/PM Fees to be paid by the Practice for the remaining months left in the current term; or the average monthly EMR/PM Fees paid during the preceding six months times

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the remaining months left in the current term. The Parties intend that the Early Termination Fee serve as Liquidated Damages to compensate INSYNC HCS for the Practice's early termination, and the Parties do not intend for it to serve as punishment for any such breach by the Practice.

4.6 The Practice may terminate this Agreement and use of the INSYNC HCS Services if any revision by INSYNC HCS to these Terms and Conditions materially and adversely affect the services that the Practice receives, provided that the Practice give such notice within ten (10) days after the Practice is first informed of such revision, determined by the date on which the first User for the Practice accesses the INSYNC HCS System.

4.7 Upon termination or expiration in accordance with the terms set forth herein, the Practice will immediately cease use of the EMR/PM Services and will immediately pay INSYNC HCS all compensation otherwise due and payable to INSYNC HCS in accordance with the terms of this Agreement for all EMR/PM Services and EMR/PM Value Added Services through the effective date of termination or expiration.

5. INSYNC HCS Systems Access: License Grant

5.1 Access to the INSYNC HCS Systems is provided solely to facilitate access to the EMR/PM Services in connection with the Practice's business operations. The Practice's license to access the INSYNC HCS Systems is on a limited, revocable, non-exclusive, non-transferable basis only during the term of this Agreement. Practice agrees that it will access the INSYNC HCS Systems only to use the INSYNC HCS EMR/PM Services for its own internal use in accordance with the terms and conditions of this Agreement.

5.2 The Practice will not : (i) access or use the INSYNC HCS Systems except through its own authorized Users acting within the scope of their service to the Practice; (ii) use the INSYNC HCS Systems or any part thereof for any purpose other than for accessing and using the INSYNC HCS EMR/PM Services in accordance with this Agreement; (iii) sell, resell, transfer, sublicense, rent, lease, convey, encumber, copy, modify, distribute, publish, exhibit, transmit,

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provide access to, or provide use of the INSYNC HCS System to any third party (other than its own authorized Users acting within the scope of their service to the Practice) nor use it or allow it to be used in any public system, public electronic bulletin board, or multiple computer or user arrangement or network that includes access by any third party (other than its own authorized Users acting within the scope of their service to the Practice); (iv) translate, convert to another programming language, decompile, derive specifications from, reverse engineer, reverse compile, record, disassemble or create derivative works based on the INSYNC HCS Systems for any purpose; (v) export the EMR/PM Software outside of the United States of America or make use of the EMR/PM Software at any location other than the geographic area(s) identified by the Practice as the Practice's office location(s) when purchasing the INSYNC HCS Services or as such other location(s) as INSYNC HCS consents to such use; (vi) use the INSYNC HCS Systems in a manner that delays, impairs or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software or system input or output; (vii) use the INSYNC HCS Systems or the EMR/PM Services for any unlawful purpose or to mislead or to harass anyone; (viii) violate or attempt to violate the security of the INSYNC HCS Systems or any INSYNC HCS server, database or network infrastructure, including but not limited to, by: (a) accessing data not intended for Practice; (b) logging into an account Practice is not authorized to access, (c) testing, "hacking", scanning or probing the INSYNC HCS Systems to identify or detect any vulnerabilities, or (d) attempting to interfere with other users' use of the INSYNC HCS Systems.

5.3 Use of or access to the INSYNC HCS Systems and the EMR/PM Services not in accordance with this Agreement is strictly prohibited. Permission to access or use the INSYNC HCS System and/or the INSYNC HCS Services may be limited or suspended immediately in INSYNC HCS's discretion if this Section 5 is violated.

6. INSYNC HCS Copyright.

6.1 Except for the limited right to access and/or use the INSYNC HCS Systems and/or INSYNC HCS EMR/PM Services subject to the

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terms and conditions contained herein, this Agreement does not confer on or vest in the Provider a license in, ownership of or interest in the INSYNC HCS Systems or the INSYNC HCS EMR/PM Services. The Provider acknowledges and agrees that the INSYNC HCS Systems and the INSYNC HCS EMR/PM Services and all parts of them are protected by copyrighted material owned exclusively by INSYNC HCS and all right, title and interest in any aspect of them and all edits, improvements, additions, modifications and derivative works prepared from or relating to them are and will remain the exclusive property of INSYNC HCS. INSYNC HCS will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations or proposals of the Provider with respect to the INSYNC HCS EMR/PM Services in any manner and in any media.

6.2 All the content, design and supporting documentation of the INSYNC HCS Systems is protected by United States copyright laws and international treaty provisions. Provider may not copy the written materials, images, trademarks, and/or logos set forth within or accompanying the INSYNC HCS Systems without INSYNC HCS's prior written authorization. The Provider will not remove, change or deface any copyright notice or proprietary markings in or on any part of the INSYNC HCS Systems. The Provider acknowledges that the content and design of the INSYNC HCS Systems and the INSYNC HCS EMR/PM Services contain trade secrets proprietary to INSYNC HCS, the American Medical Association, and such other third party licensors incorporated into the INSYNC HCS EMR/PM Services and that the loss of such trade secret status would cause irreparable damage to INSYNC HCS for which monetary damages may not adequately compensate either INSYNC HCS, the American Medical Association, or such other third party licensors incorporated into the INSYNC HCS EMR/PM Services. The Provider agrees to take at least the same precautions to maintain the confidentiality of this information as it does with respect to its own proprietary information, but in no case shall such precautions be less than those considered objectively reasonable in light of the nature of such information

7. **Data Disclaimer.** The data that is available to the Practice through the INSYNC HCS Systems and use of the INSYNC EMR/PM

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Services ("Data") has been received by INSYNC HCS from Payers and other third party sources. INSYNC HCS DOES NOT ASSUME ANY RESPONSIBILITY OR, WARRANT, GUARANTEE OR VERIFY THE ACCURACY OR RELIABILITY OF THE DATA. The Practice's reliance upon the Data obtained by it through the INSYNC HCS Systems and/or INSYNC EMR/PM Services is solely at the Practice's own risk.

8. Registration and Practice Contact

8.1 The Practice agrees in order to access and/or use the INSYNC HCS Systems and/or the EMR/PM Services, the Practice has in the past provided, or upon activation will provide, email and facsimile contact information to enable INSYNC HCS to communicate with the Practice concerning the INSYNC HCS EMR/PM Services currently being provided to the Practice, together with marketing communications concerning other products and services offered by INSYNC HCS from time to time.

The Practice's acceptance of this Agreement and any continued access of the INSYNC HCS Systems and/or use of the INSYNC HCS EMR/PM Services constitutes the Practice's retroactive and prospective express consent to any such email and/or facsimile communications from INSYNC HCS; provided, however, the Practice may at any time "opt-out" of receiving future email and/or facsimile marketing communications from INSYNC HCS on any or all facsimile numbers or email addresses by contacting INSYNC HCS at 888-499-5465 or faxing an opt-out request to INSYNC HCS at 10 Lanidex Plaza West, 2nd Floor, Parsippany, NJ 07054 or emailing an opt-out request to info@insychcs.com. Failure by INSYNC HCS to comply with an opt-out request within thirty (30) days is unlawful and subject to penalty.

In the event that the Practice is already accessing and/or using the INSYNC HCS Systems and/or INSYNC HCS EMR/PM Services, the Practice, on behalf of itself and its Users, principals, shareholders, members, owners, directors, , hereby unconditionally and absolutely waives, releases and discharges

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any and all suits, causes of action and claims of any type that the Practice may have, known or unknown, arising from or related to any and all past marketing communications to the Practice and any and all alleged violations of (i) the United States of America CAN-SPAM Act of 2003 or any law amendatory thereof; (ii) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any law amendatory thereof; or (iii) any other state or federal ordinance, regulation or statute relating to communicating, distributing, publishing, sending or transmitting of content, information or material. The Practice acknowledges and agrees that such waiver and release is a material consideration for its continued access to and use of the INSYNC HCS Systems and/or the INSYNC HCS EMR/PM Services and this provision is to be read to afford INSYNC HCS the broadest protection permitted by law.

9. **Independent Contractor.** Neither INSYNC HCS nor any person performing services hereunder shall be deemed by this Agreement an agent or employee of Practice. The services hereunder of INSYNC HCS and its employees and/or others shall be those of an independent contractor. It is further understood that nothing in this Agreement shall be construed to create a joint venture, partnership, association or other obligation or like relationship between the Parties.

10. **Access to Records; Disclosure of Records.** The Parties to this Agreement, until the expiration of seven (7) years subsequent to the furnishing of Services under this Agreement, shall make available upon written request of the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, or any of their duly authorized representatives this Agreement, and the books, documents, and records of the Parties that are necessary to certify the nature and extent of the costs of the services provided under this Agreement. In the event that either Party, or its successor or assigns, is requested to provide or disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation, the Party subject to the request shall notify in writing, to the extent permitted by law, the other Party of the nature and scope of such request and shall make available, to the

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extent permitted by law, to the other Party, upon request, all such books, documents or records. The provisions of this paragraph shall survive the termination of this Agreement.

11. Compliance with Law and Corporate Compliance Programs. If the performance by either Party of any provision of this Agreement is or becomes in the future a violation of any statute or regulation or otherwise is deemed illegal, the provision(s) of this Agreement affected thereby shall be amended to remove the terms that are in violation of laws or regulations so that both Parties are in compliance with applicable laws and regulations.

12. Indemnification.

12.1 THE PRACTICE ACKNOWLEDGES THAT THE INSYNC HCS SYSTEMS AND THE EMR/PM SERVICES ARE SUBJECT TO POTENTIAL MISUSE BY USERS. THEREFORE, THE PRACTICE SHALL INDEMNIFY AND HOLD INSYNC HCS COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LIABILITY (INCLUDING ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES IN DISPOSING OF AND DEFENDING ANY SUCH CLAIMS, DEMANDS OR LIABILITY) ARISING OUT OF ANY ACTION OR INACTION OF A USER, EXCEPT TO THE EXTENT A RESULT OF INSYNC HCS'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.

12.2 THE PRACTICE HEREBY AGREES TO INDEMNIFY AND HOLD INSYNC HCS HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS OR REGULATORY ACTIONS, INCLUDING COSTS, FINES, EXPENSES AND REASONABLE ATTORNEYS' FEES ARISING FROM OR IN ANY MANNER RELATING TO ACTIONS BROUGHT BY A USER AGAINST INSYNC HCS REGARDING THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES EXCEPT TO THE EXTENT THE CLAIM

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ARISES FROM INSYNC HCS'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.

12.3 THE PARTIES AGREE THAT THE OBLIGATIONS CONTAINED WITHIN THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

13. Warranties.

13.1 INSYNC HCS warrants that: (i) no contractual obligations exist that would prevent INSYNC HCS from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; and (iii) it will comply with all regulatory requirements applicable to EMR/PM Services and INSYNC HCS's System.

13.2 INSYNC HCS further warrants that in the event of an error or omission caused directly by INSYNC HCS, INSYNC HCS will use reasonable efforts to attempt to timely correct the error or omission. The Practice shall use its reasonable efforts to timely report errors or omissions to INSYNC HCS Support.

13.3 The Practice represents and warrants that: (i) no contractual obligations exist that would prevent the Practice from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; and (iii) it will comply with all regulatory requirements and these Terms and Conditions applicable to its use of EMR/PM Services and the INSYNC HCS System, and its operations as a healthcare provider.

13.4 THE WARRANTIES STATED ABOVE ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE PARTIES. INSYNC HCS DOES NOT REPRESENT THAT THE INSYNC HCS SYSTEM OR THE EMR/PM SERVICES WILL MEET THE PRACTICE'S OR A PROVIDER'S REQUIREMENTS OR THAT THE OPERATION OF THE INSYNC HCS SYSTEM OR THE INSYNC HCS EMR/PM SERVICES WILL BE UNINTERRUPTED OR ERROR-

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FREE. THE PRACTICE ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE INSYNC HCS SYSTEM AND THE INSYNC HCS EMR/PM SERVICES AND THEIR APPLICATION TO MEET THE NEEDS OF THE PRACTICE AND THE NEEDS OF THE PROVIDER'S WITHIN THE PRACTICE. INSYNC HCS DISCLAIMS, AND THE PRACTICE HEREBY EXPRESSLY WAIVES, ALL OTHER REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY CLAIMS ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. THE PRACTICE MAY NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON BEHALF OF INSYNC HCS, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS OR LICENSORS TO ANY AUTHORIZED USER OR ANY OTHER PARTY IN CONNECTION WITH THE EMR/PM SERVICES OR INSYNC HCS SYSTEM WITHOUT INSYNC HCS'S EXPRESS PRIOR WRITTEN CONSENT.

14. Limitation of Liability.

14.1 IN NO EVENT SHALL INSYNC HCS BE LIABLE FOR LOSS OF GOODWILL, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, LOST PROFITS, OR TORT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR PAYMENT OBLIGATIONS, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES MORE THAN ONE (1) YEAR AFTER SUCH CLAIM ACCRUED. INSYNC HCS' AGGREGATE LIABILITY TO THE PRACTICE, ITS USERS AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS (INCLUDING BUT NOT LIMITED TO INDEMNIFICATION, ATTORNEY'S FEES, INTEREST,

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COSTS, ETC.) RELATING TO THIS THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES SHALL BE LIMITED TO THE TOTAL FEES PAID BY THE PRACTICE TO INSYNC HCS IN THE NINE (9) MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. HOWEVER, IN NO EVENT SHALL INSYNC HCS'S MINIMUM LIABILITY BE LESS THAN ONE THOUSAND DOLLARS ($1,000.00).

14.2 APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH WITHIN THIS AGREEMENT; THUS, THE LIMITATION OF LIABILITY AND WARRANTIES MAY NOT APPLY TO PRACTICE'S LOCATED WITHIN THOSE JURISDICTIONS. NONETHELESS IF ANY PART OF THIS LIMITATION ON LIABILITY OR WARRANTIES ARE FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF INSYNC HCS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TWO THOUSAND AND FIVE HUNDRED DOLLARS ($2,500.00).

14.3 INSYNC HCS shall have no liability for any claim that the INSYNC HCS Systems or the EMR/PM Services violate or infringe upon the rights of any third party under a trademark, copyright or patent or allege trademark copyright or patent, if such claim is based upon (i) the combination, operation or use of the INSYNC HCS Systems or EMR/PM Services with software not supplied by INSYNC HCS, (ii) any alteration or modification of the INSYNC HCS Systems or (iii) INSYNC HCS's compliance with any of the Practice's request to modify or redesign the EMR/PM Software.

14.4 The Practice acknowledges that INSYNC HCS has not authorized any person to issue or make representations or warranties on behalf of INSYNC HCS in connection with INSYNC HCS's access to or use of the INSYNC HCS Systems and/or INSYNC HCS Services other than those expressly set forth in (i) this Agreement and (ii) the written materials provided by INSYNC HCS describing the capabilities

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and functions of the INSYNC HCS System and/or the INSYNC HCS EMR/PM Services.

15. **Assignment, Benefit.** This Agreement may not be assigned by the Practice without the prior written consent of INSYNC HCS, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer of this Agreement by the Practice to a third party hereto in violation hereof shall be null and void. INSYNC HCS shall have the right to assign this Agreement and any or all of its rights and/or obligations under this Agreement to any parent, subsidiary, or other affiliate, or to any entity that is a successor in interest pursuant to a merger or acquisition with or of any division or all of INSYNC HCS without the Practice's written consent. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and the respective heirs, personal and legal representatives, successors and assigns of the Parties.

16. **Updates.** During the term of this Agreement, INSYNC HCS may incorporate product updates and new releases with respect to the INSYNC HCS System on a periodic basis. All product updates and new releases that are available to the Practice shall be governed by the same terms and conditions of this Agreement. The Practice may be required periodically to upgrade to a new version of its operating system or other third-party software used in connection with the INSYNC HCS System and/or the EMR/PM Services at their current prices or to a release level compatible with and required to run new releases or updates of the Software, in order to continue to access and/or use the INSYNC HCS System and/or the EMR/PM Services. The Practice may also be required to procure additional memory or disk capacity in order to be able to access and use the INSYNC HCS Systems and/or the EMR/PM Services or to run new releases, versions or updates of the Software. Practice shall be responsible for procuring any such operating system, hardware upgrades or other third-party software, at its sole expense. INSYNC HCS SHALL HAVE NO OBLIGATION TO CONTINUE TO INCLUDE PRIOR VERSIONS OF THE SOFTWARE. If INSYNC HCS offers additional, optional services to Practice during the term of this Agreement, Practice may

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be required to provide certain information either to INSYNC HCS or certain third parties in connection with some of the services that may be offered.

17. **Reliance.** The Practice is not relying on any statements or representations concerning the INSYNC HCS Systems or the EMR/PM Services made to Practice, other than those contained herein and in the written materials furnished to it by INSYNC HCS.

18. **Attorney-In-Fact.** The Practice hereby appoints INSYNC HCS as its attorney-in-fact for the limited purpose of using the information given by the Practice to deliver the INSYNC HCS EMR/PM Services.

19. **Business Associate Agreement.** In recognition of the sensitive nature of the information exchanged in the providing of EMR/PM Services and associated with the INSYNC HCS System, the Practice agrees to the following Business Associate Agreement terms:

19.1 In connection with providing services or products to Practice, INSYNC HCS may, on the Practice's behalf, access, use, create and/or disclose Protected Health Information.

19.2 The Parties intend to protect the privacy and provide for the security of PHI disclosed to INSYNC HCS pursuant to the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which privacy regulations are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), and which security regulations are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "Security Rule"), as amended by the Health information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and as each are amended by the related final regulations dated January 25, 2013 promulgated by the Secretary (the "HIPAA Final Rule").

19.3 OBLIGATIONS AND ACTIVITIES OF INSYNC HCS.

19.3.1 Uses and Disclosures of PHI Pursuant to the EMR/PM Services. INSYNC HCS will not access, use and/or disclose PHI other than as permitted or required by this Agreement or as required by Law.

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19.3.2 Permitted Uses and Disclosures. INSYNC HCS may only use and disclose PHI created or received pursuant to these Terms and Conditions as follows:

(a) To carry out the purposes of this Agreement and Provide EMR/PM Services. INSYNC HCS may access, use and/or disclose PHI as necessary to perform its obligations under this Agreement and providing EMR/PM Services, provided that such access, use or disclosure would not violate the Privacy Rule if done by the Practice and provided further that all other uses and disclosures not authorized by these Terms and Conditions or other agreements with or written instructions from the Practice, are prohibited.

(b) Use for Management and Administration. INSYNC HCS may use PHI for the proper management and administration of INSYNC HCS, or to carry out the legal responsibilities of INSYNC HCS.

(c) Disclosure for Management and Administration. INSYNC HCS may disclose PHI for the proper management and administration of INSYNC HCS or to carry out the legal responsibilities of INSYNC HCS if (i) the disclosure is Required by Law or (ii) INSYNC HCS (a) obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (b) the person agrees to notify INSYNC HCS in writing of any instances of which it becomes aware in which the confidentiality and security of the PHI is breached.

(d) Required by Law. INSYNC HCS may use or disclose PHI that is in its possession as required by Law.

(e) De-Identification of PHI. INSYNC HCS may de-identify PHI, provided that the de-identification process conforms to the requirements of 45 C.F.R. §164.514(b). De-identified information does not constitute PHI and is not subject to the terms of this Agreement. In such situations where INSYNC HCS is de-identifying data, INSYNC HCS will also comply with any further limitations on uses and disclosures agreed to by the Practice provided that such agreed upon limitations have been communicated to INSYNC HCS in writing.

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(f) Data Aggregation and Analysis Activities. INSYNC HCS may provide Data Aggregation services, as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

19.3.3 Appropriate Safeguards. INSYNC HCS will implement appropriate safeguards and will comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by this Agreement.

19.3.4 HIPAA Transaction Standards. INSYNC HCS will comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 C.F.R. Part 162) with respect to the transmission of PHI in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA. INSYNC HCS shall comply with modifications to applicable HIPAA standards and requirements which become effective from time to time.

19.3.5 Reporting of Improper Use or Disclosure, Security Incident or Breach. INSYNC HCS will notify the Practice of any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in no event later than twenty (20) business days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by INSYNC HCS to the Practice of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to the Practice by INSYNC HCS shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on INSYNC HCS's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. INSYNC HCS's notification to Practice of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by INSYNC HCS to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that

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Practice would need to include in its notification, as such particulars are identified in 45 C.F.R. §164.404.

19.3.6 Access to PHI. To the extent INSYNC HCS has PHI contained in a Designated Record Set, it agrees to make such information available to the Practice pursuant to 45 C.F.R. §164.524 within fifteen (15) business days of INSYNC HCS's receipt of a written request from the Practice; provided, however, that INSYNC HCS is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by the Practice. If an Individual makes a request for access pursuant to 45 C.F.R. §164.524 directly to INSYNC HCS, or inquires about his or her right to access, INSYNC HCS shall direct the Individual to the Practice.

19.3.7 Amendment of PHI. To the extent INSYNC HCS has PHI contained in a Designated Record Set, it agrees to make such information available to Practice for amendment pursuant to 45 C.F.R. §164.526 within twenty (20) business days of INSYNC HCS's receipt of a written request from the Practice. If an individual submits a written request for amendment pursuant to 45 C.F.R. §164.526 directly to INSYNC HCS, or inquires about his or her right to amendment, INSYNC HCS shall direct the Individual to the Practice.

19.3.8 Documentation of Disclosures. INSYNC HCS agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Practice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. INSYNC HCS shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.

19.3.9 Accounting of Disclosures. INSYNC HCS agrees to provide to the Practice, within twenty (20) business days of INSYNC HCS's

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receipt of a written request from the Practice, information collected in accordance with the "Documentation of Disclosures" Section of this Agreement to permit the Practice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. §164.528 directly to INSYNC HCS, or inquires about his or her right to an accounting of disclosures of PHI, INSYNC HCS shall direct the Individual to the Practice.

19.3.10 Performance of the Practice Obligations. To the extent INSYNC HCS is carrying out any of the Practice's obligations under the Privacy Rule pursuant to the terms of this Agreement or other agreements with or written instructions from the Practice, INSYNC HCS shall comply with the requirements of the Privacy Rule that apply to the Practice in the performance of such obligation(s).

19.3.11 Governmental Access to Records. INSYNC HCS will make its internal practices, books and records relating to the use and disclosure of PHI to the Secretary of the United States Department of Health and Human Services or the Secretary's designee, in a time and manner designated by the Practice or the Secretary, for purposes of determining the Practice's compliance with the Privacy Rule.

19.3.12 INSYNC HCS's Agents. In accordance with 45 C.F.R. §164.502(e)(1)(i) and 45 C.F.R. §164.308(b)(2), as applicable, INSYNC HCS shall enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of INSYNC HCS for services provided to the Practice, providing that the agent agrees to restrictions and conditions that are no less protective of privacy and security than those that apply through this Agreement to INSYNC HCS with respect to such PHI.

19.3.13 Minimum Necessary. INSYNC HCS shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. §164.514(d), and any amendments thereto.

19.4 OBLIGATIONS OF COVERED ENTITY

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-126 : Second Amendment - InSync

19.4.1 Consents and Authorizations. The Practice represents that it has obtained or will obtain all consents or authorizations that may be required by the Privacy Rule and applicable state law prior to furnishing INSYNC HCS the PHI.

19.4.2 Notice of Privacy the Practices. The Practice shall notify INSYNC HCS of any limitation(s) in the notice of privacy practices of the Practice under 45 C.F.R. §164.520, to the extent that such limitation may affect INSYNC HCS's use or disclosure of PHI. If requested by INSYNC HCS, the Practice shall provide INSYNC HCS with the Notice of Privacy the Practices that the Practice produces in accordance with 45 C.F.R. §164.520.

19.4.3 Notification of Changes Regarding Individual Permission. The Practice shall notify INSYNC HCS in writing promptly, but in no event later than two (2) business days, of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect INSYNC HCS's use or disclosure of PHI.

19.4.4 Notification of Restrictions on the Use of Disclosure of PHI. The Practice shall notify INSYNC HCS in writing of any restriction on the use or disclosure of PHI that the Practice has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may impact in any manner the use or disclosure of PHI by INSYNC HCS under this Agreement or other agreements with or written instructions from the Practice.

19.4.5 Permissible Requests by the Practice. The Practice shall not request INSYNC HCS to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Practice.

19.5 TERM AND TERMINATION

19.5.1 Effect of Termination.

(a) Upon termination of this Agreement for any reason, INSYNC HCS shall return or destroy all PHI received from the Practice, or created or received by INSYNC HCS on behalf of the Practice, and shall retain no copies of the PHI.

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(b) If it is infeasible for INSYNC HCS to return or destroy the PHI upon termination of this Agreement, INSYNC HCS shall: (i) extend the protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as INSYNC HCS maintains such PHI.

19.6 MISCELLANEOUS

Construction of Terms. The terms of this Agreement shall be construed in light of any interpretation and/or guidance on the Security Rule and the Privacy Rule and its related regulations issued by the Secretary of Health and Human Services from time to time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the Security Rule and the Privacy Rule. In the event of inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over INSYNC HCS or the Practice, such interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of INSYNC HCS or the Practice that are embodied in terms of this Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Agreement to give effect to such revised obligations.

20. Notices. Any notices or other communications provided for in this Agreement shall be in writing and shall be deemed given for all purposes when either served personally or mailed by certified or registered mail, return receipt requested, postage prepaid or by overnight courier and addressed to the respective Party at its last known address. All notices to INSYNC HCS shall also be emailed to its legal counsel at notices@hunterbusinesslaw.com.

21. Further Assurances. Upon the request of either Party to the other, each Party will take such other action and execute and deliver to the other Party such instruments or documents as may be

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reasonably necessary to assure, complete, evidence or implement the provisions of this Agreement.

22. **Nonwaiver.** The failure of either Party to insist on strict performance of any of the covenants or conditions of the Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or a relinquishment for the future of such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by INSYNC HCS or the Practice of any act or thing which INSYNC HCS or the Practice is not obligated to do hereunder shall not be deemed to impose any obligation upon INSYNC HCS or the Practice to do any similar act or thing in the future or in any way change or alter any of the provisions of this Agreement.

23. **Confidentiality.** In as much as INSYNC HCS qualifies as a "Business Associate" and the Practice qualifies as a "Covered Entity" as defined in 45 C.F.R. 160.103, of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, by requesting permission to access and use the INSYNC HCS System and the INSYNC HCS EMR/PM Services, the Practice agrees to the Business Associate Agreement terms provided in Section 19 as mandated under HIPAA for such agreements, and as may be amended pursuant to Section 19 hereof.

24. **Modifications.** IN THE EVENT INSYNC HCS MODIFIES ANY TERM OR CONDITION OF THIS AGREEMENT OR THE INSYNC HCS TERM SHEET, SUCH MODIFICATION SHALL ONLY BE EFFECTIVE IF SIGNED BY THE CHIEF EXECUTIVE OFFICER, PRESIDENT, CHIEF FINANCIAL OFFICER, OR GENERAL COUNSEL FOR INSYNC HCS. **NO OTHER EMPLOYEE OR OFFICER OF INSYNC HCS SHALL HAVE THE AUTHORITY TO MODIFY A TERM OF THIS AGREEMENT OR THE INSYNC HCS TERM SHEET.** IF THESE TERMS AND CONDITIONS ARE MODIFIED AND THE MODIFIED TERMS AND CONDITIONS ARE POSTED BY ONLINE BY INSYNC HCS, THEN THE PRACTICE MAY ASSUME THE MODIFIED TERMS AND CONDITIONS ARE

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EFFECTIVE AND NO SIGNATURE OF AN INSYNC OFFICE IS REQUIRED.

25. **Partial Invalidity.** The invalidity of any portion of this Agreement shall not affect the validity of the remainder of this Agreement as long as the primary intent and purpose of this Agreement is not materially affected.

26. **Entire Agreement.** This Agreement, the executed INSYNC HCS Term Sheet, and any other Supplemental agreements entered into by the Practice constitutes the entire understanding and agreement between the Parties hereto. This Agreement replaces and supersedes all previous oral or written agreements, understandings, arrangements, discussions or negotiations between the Parties regarding the subject matter of this Agreement.

27. **Headings.** The headings or captions of the paragraphs of this Agreement are for convenience and reference only and are not to be considered in construing this Agreement.

28. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend in-person mediation in Tampa, Florida. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the parties but shall not include travel costs of either party associated with attending the in-person mediation. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required in the event INSYNC HCS brings an action against the Practice for unpaid Services Fees or other unpaid fees.

29. **Governing Law & Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in Florida without reference to its principles of conflict of laws. The Practice expressly agrees that any legal action or proceeding between INSYNC HCS and the Practice for any purpose concerning or related to this Agreement, the EMR/PM Services, the EMR/PM Value Added Services, or the

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INSYNC HCS EMR/PM System, or the parties' obligations hereunder shall be brought exclusively in a court of record for Hillsborough County, Florida or the United States District Court for the Middle District of Florida – Tampa division. Practice hereby agrees to consent to personal jurisdiction of the state and federal courts situated within State of Florida for purposes of enforcing this Agreement, and waive any objection that Practice might have to personal jurisdiction or venue in those courts. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement.

30. **Compliance with Dispute Resolution and Venue**. In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 28 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place; or in the event either Party files any cause of action or legal proceeding in a court of law against the other Party in a court of law other than a court of law identified in Section 29 of this Agreement, the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.

31. **Injunctive Relief**. Notwithstanding the provisions of Section 28, the Practice agrees that violations of Sections 5, 6, and 23 will cause INSYNC HCS irreparable and immediate harm and that INSYNC HCS is entitled to seek immediate injunctive relief from a court of competent jurisdiction to prevent such violation.

32. **US. Government Rights.** INSYNC HCS Systems and INSYNC HCS EMR/PM Services include commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation (collectively, "Commercial Software/Data"), as applicable which were developed exclusively at private expense by INSYNC HCS. Additionally, the INSYNC HCS System and the INSYNC HCS Services, specifically EMR and PM, may include Commercial Software/Data, including CPT® code which is commercial technical data, which was developed exclusively at private expense by the American Medical Association,

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330 North Wabash Avenue, Chicago, Illinois 60611. The American Medical Association does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The American Medical Association reserves all rights to approve any license with any Federal agency.

IN ORDER TO HAVE ACCESS TO (OR CONTINUED ACCESS TO) AND USE OF (OR CONTINUED USE OF) THE INSYNC HCS SYSTEMS AND INSYNC HCS EMR/PM SERVICES, YOU MUST CHECK THE ACCEPT BOX BELOW. BY DOING SO, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE PRACTICE REGISTERED UNDER THIS LOG-IN ID. FAILURE TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL PREVENT YOU FROM ACCESSING OR USING THE INSYNC HCS SYSTEM OR INSYNC HCS EMR/PM SERVICES. ANY ATTEMPT TO DO SO WITHOUT AGREEING TO THESE TERMS AND CONDITIONS IS EXPRESSLY PROHIBITED AND IS VIOLATIVE OF APPLICABLE LAW.

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-126 : Second Amendment - InSync

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2019.

COUNTY OF MARIPOSA	CONTRACTOR
Miles Menetrey, Chair	(Signature)
Board of Supervisors	
ATTEST:	APPROVED AS TO FORM:
Rene LaRoche	Steven W. Dahlem
Clerk of the Board	County Counsel

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-126 : Second Amendment - InSync

PM/EMR Software & Services Term Sheet (12 Additional Providers)

Number of Providers:	12	Practice Legal Name:	Mariposa County Behavioral Health
		Practice Name:	Mariposa County Behavioral Health
		Date of Term Sheet:	02/09/2022
		Price Validity:	90 Days
TOTAL NUMBER OF PROVIDERS:	12	1st 3rd Party Invoice date:	02/01/2022
		Client Initials	

Package, Licensing & Term Options

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
	License Purchase	License Purchase	License Purchase	Subscription
License Term			Purchase	
Total Upfront Cost			$42,312	
Total Upfront License Costs			$39,504	
License Cost $2,500 Per Provider			$30,000	
Set Up and Configuration $495 per Provider			$5,940	
Annual Support $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Maintenance $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Hosting $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Telehealth License Cost (6 Annual Licenses from 10/01/2021-09/30/2022)			*$2,808*	

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
EMR		•	•	•
Practice management (Billing)	•		•	•
Scheduler	•	•	•	•
Patient registration	•	•	•	•
Document management	•	•	•	•
Secure messaging	•	•	•	•
Meaningful Use tools		•	•	•
Reporting	•	•	•	•
Patient portal		•	•	•

Professional Services Included

Set Up and Configuration Of License	•	•	•	•
RCM (Medical Billing) Service				•

Support, Maintenance & Hosting Subscription

(For license purchase customers only - All included in first year of term and billed annually each year thereafter)

		Unit Price	QTY	Client Initials
Support, Maintenance & Hosting Fees	Per provider/month	$27	12	

Attachment: MCBH InSync Term Sheet 12 Additional Providers 2022 - Feb 16 2022 (RES-2022-126 : Second Amendment - InSync Healthcare

Additional Terms

• Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of InSync HCS's Terms and Conditions of Use and Account Agreement and, if applicable, the InSync HCS RCM Terms and Conditions Agreement. The General Terms and Conditions and the RCM Terms and Conditions are incorporated into this term sheet. ***Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance all terms and conditions.**

• Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.

• Total Upfront Costs are due upon execution of this Term Sheet. All reoccurring fees (and third party fees) are subject to increase from time to time are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. **CUSTOMER AGREES AND ACKNOWLEDGES THERE ARE NO REFUNDS FOR ANY UPFRONT COSTS (INCLUDING LICENSE PURCHASE FEES), RECURRING FEES, OR THIRD PARTY FEES.**

• Service Exclusivity (If using InSync RCM services). Practice acknowledges that InSync RCM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform inhouse or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.

• Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to filing any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party's travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees

• Financing options for license purchases are available through InSyncHCS's capital funding partner(s) and are subject to credit approval.

• additional licenses will incur additional costs

• InSync can only recreate and deploy Assessment Tools such as the Patient Specific Functional Score if the publishers of the Assessment Tool give written permission to InSync. At times, publishers may give free permission but at other times they can also require a fee per user that would most likely be passed over to our users. There is no guarantee that a publisher will give permission for InSync to recreate these Assessment Tools within the EHR so InSync cannot assure that these will be recreated and deployed within the InSync EHR.

Client Initials

Value-Added and Third-Party Products & Services

		Unit Price	QTY	Client Initials
Clearinghouse Fee				
Unlimited HCFA Electronic Claims, ERAs and Secondary Claims from Participating Payers.	**Per provider NPI/month**	$25	0	
Transaction based HCFA clearinghouse plan. Transaction defined as Claim submission, Rejection, Claim re-submission, and ERA.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice to change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Paper HCFA Claim Submission	**Per practice/transaction**	$0.89	0	
Worker's Comp HCFA claim submission with attached encounter notes	**Per practice/transaction**	$0.89	0	
UB-04 Submission plan with 500 transactions per month included under facility NPI for $29. Each additional 500 transactions under facility NPI billed at $29.	**Per facility NPI/month**	$29	0	
Real-Time Insurance Eligibility Check				
Unlimited monthly transactions per Provider NPI	**Per provider NPI/month**	$29	0	
Transaction based eligibility plan. Transaction defined as each patient eligibility check.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice for change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Group NPI plan with 500 eligibility transactions per month included under group NPI for $29. Each additional 500 transactions under group NPI billed at $29. Not all insurance companies accept group NPI.	**Per Group NPI/month**	$29	0	
ClaimStaker (Powered by Alpha II) for Claim Scrubber	**Per provider/month**	$65	0	
Medication Management Package (InSyncRx)	**Per provider/month**	$25	0	
Patient hand-outs in 18 languages and comprehensive doctor's drug reference from GSDD Allergy, Drug and Pregnancy interaction review from GSDD Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid RxHub: managed care interface for all-doctor drug history and electronic mail-order				
Integrated ePrescribing for Controlled Substances - EPCS (InSyncRx)	**Per provider/1 time setup**	$150	0	
Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. NOTE: This service also requires an annual $100 Identity Proofing fee payable directly to Exostar in addition to the $150 InSync setup fee.				
Outsourced Patient Statement Submission	**Per statement fee (1st pg)**	$0.94	0	
Paper statements Monthly minimum of $20 applies.	**Each additional page**	$0.25		
E-Statements This service requires office to capture valid email addresses for statements to be sent electronically. If email address is invalid, office needs to send paper statement manually.	**Per statement**	$0.30	0	
Appointment Reminder Service (Powered by AlertSolutions)	**Per minute (phone)**	$0.14	0	
One-time set-up fee of $95 applies; Monthly minimum fee of $25 applies; by signing up for appointment reminders you will be set up for all three services Text Message Reminders are $0.14 for first 160 characters. Additional characters will be charged $0.14 for each additional page.	**Per text** **Per email**	$0.14 $0.07		
	Initial setup fee of $95	$95		
ASAM Form	**Per provider/year**	$24	0	
ASAM 6 Dimensions of Care. First year included in total upfront cost.				
Unlimited Telemedicine Integration (Powered By Zoom)	**Per provider/month**	$39	6	
Unlimited telemedicine visits.				
Scanner with Insurance Card & Driver's License OCR Integration	**Per scanner**	$1,095	0	
(SnapShell IDR w/.Net OCR Powered by Card Scanning Solutions Inc.) Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, IDs and Insurance Cards and populating them directly into fields available on Demographics and Insurance page. NOTE: All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase. NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee. **Scanner only available for Windows Devices	Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/scanner annual maintenance & support fee	$95 $45		

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Electronic Signature Pad with Integration *(SignatureGem Backlit LCD 1X5 Powered by Topaz Systems Inc.)* Electronic LCD signature pad to capture patients' signature on custom forms; eliminates the need to print and scan the forms back into the system **NOTE:** All signature pad devices are warranted by manufacturer for a maximum of 12 months from date of purchase.) **NOTE:** Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per signature pad** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/pad annual maintenance & support fee	$395 $95 $45	0 0	
InSyncHCS Direct - Organization Account (Powered by Secure Exchange Solutions) Practice email account using the DIRECT protocol for securely sharing healthcare information between referring providers; Required for Meaningful Use Stage 2 (one per practice)	**Per practice/ month**		0	
InSyncHCS Direct - Individual Account *(Powered by Secure Exchange Solutions)* Individual provider personal email account (or per practice organizational account for non-EMR customers) using the DIRECT protocol for securely sharing healthcare information between referring providers	**Per email address/ month**	$15	0	
Electronic Fax – Inbound (Powered by Interfax) Up to 500 inbound pages included per fax line per month	**Per fax line/month** **Toll-Free Number** **Port Current Number** Additional charges: 10 cents/each add'tl page over 500 One-time setup fee of $95 applies	$25 $19 $40 $95	0 0 0	
Electronic Fax – Outbound (Powered by Interfax)	**Per page**	$0.12	0	

Training Plan

			QTY		Client Initials
Onsite Discovery InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain a full understanding of workflows, content, and all practice specific needs.	**2-Day Minimum**	***Included***	0	Days	
Onsite Training InSync certified trainer will spend a minimum of 3 days onsite at the practice training superusers and staff.	**3-Day Minimum**	***Included***	0	Days	
Onsite Trips Total number of trainer travel trips included in overall training plan	**Airfare Included**	***Included***	0	Trips	
Remote Training Remote training hours conducted by InSync certified trainer	**20-Hour Minimum**	***Included***	0	Hours	

Value-Added and Third-Party Products & Services (CONT)

			QTY	Client Initials
Data Import **Option A** Import of basic patient demographic, insurance master files, providers, and referring providers from .xlsx or pipe delimited .csv. • *Client will provide data in specified format.* • *Only fields provided will be converted*		***Included***	0	
		Included	0	
Option B Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents. • *All Clinical Data must be provided to InSync in PDF format. Any other formats will not be converted. Data Index file may be required to name documents appropriately.* • *Clinical Data is converted as PDF attachments in the document manager.* • ***This option includes up to 50 GB of data storage. Anything over 50 GB will incur an additional cost of $5 per GB per month.*** ****NOTE: Any import/export of data in format other than .xlsx, pipe (|) delimited, or C-CDA will incur additional charges for data formatting.*** ***This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.** ****All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with regards to the accuracy, integrity or validity of migrated or extracted data.**				
Additional GB Cost Estimation: Information provided by practice.	$5 per GB over 50 GB		0	
HL7 Link to 3rd Party Software • *Upon development scope and confirmation*			0	
Client Registration API Website Link Link established on client website for patient registration.			0	
State Data Submission Practice agrees to use InSync's existing state data submission functionality. If additional development is required, project is subject to Statement of Work and any fees associated with it.			0	
MIPS Submission Service InSync will setup and train practice on MIPS submission though the InSync software. ***Client will incur an additional fee based on submission method and number of measures***	Request activation		0	
Medical Transcription	**Ask for quote**			
Scribe Service	**Ask for quote**			

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Comments:

This agreement serves to add 12 additional provider licenses to be used by Mariposa County Behavioral Health at their discretion.
Based on the current provider count, InSync will not increase Support, Maintenance, and Hosting by more than 5% in a given year.

Practice Legal Name:	**Mariposa County Behavioral Health**
DBA:	**Mariposa County Behavioral Health**
Address:	**5360 Lemee Lane**
City, State, Zip:	**Mariposa, CA, 95338**
Phone:	**209-742-0821**
Fax:	
Email:	lrumfelt@mariposahsc.org
Contact Name:	**Lynn Rumfelt**

Authorized Signature: _____

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "as-is", that the signor had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Name: _____

Title: _____

Date: _____

InSync Healthcare Solutions, LLC

Company Name:	InSync Healthcare Solutions, LLC
Address:	8408 Benjamin Road
City, State, Zip:	Tampa, FL 33634
Phone:	973-404-9289
Fax:	732-200-3308
Sales Person:	Tony Spino

By: _____

Name: _____

Title: _____

Effective Date: _____

Client Initials

Payment Options: Please Select one of the below payment options

Option 1:
I have Payment Information for the account already on file and wish to use that method for payment of this term sheet _____

Option 2:
I would like to receive an invoice via email for this purchase so that I may submit payment via InSyncHCS.com. PAYMENT IS DUE UPON RECEIPT OF THE INVOICE I understand that failure to submit payment within 14 days could result in licenses being deactivated _____

Option 3:
I would like to be sent an invoice via email so that I may mail a check for payment. PAYMENT IS DUE UPON RECEIPT OF THE INVOICE I understand that I will incur a $10 dollar check processing fee, and that if payment is not received within 14 days, licenses may be deactivated _____

Option 4:
I will provide payment information below to be used on a ONE TIME basis to pay for the full amount of this term sheet _____

ACH Authorization:

Customer's Financial Institution: _____ City/State: _____

Name on Account: _____ Account Type: □ Checking □ Savings

Routing / ABA No: _____ Account No: _____

Credit Card: Name on Card: _____

Card Type: □ Visa □ Master Card □ American Express Card No.: _____

Billing Address: _____ Expiration Date: _____ Security Code: _____

Version 2.043

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MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Accept the Resignation of Sue Overstreet from the Mariposa County Commission on Aging

---

RECOMMENDATION AND JUSTIFICATION:
Accept the resignation of Sue Overstreet from the Mariposa Commission On Aging effective immediately.

Ms. Overstreet has served on the Mariposa County Commission On Aging since her appointment date of November 17, 2020. On February 10, 2022, Ms. Overstreet gave email notification of her resignation due to other obligations. Upon acceptance of Ms. Overstreet's resignation, it is recommended that a Certificate of Appreciation be sent recognizing her service on this Commission..

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 Mariposa County Commission On Aging regarding the resignation of members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This would be a missed opportunity to acknowledge a commission member for their service.

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

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Re-Appointments, Acknowledgements of Service (Merced River Trail Community Working Group)

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Tony McDaniel, Michael Martin, Wendy Brown and Ralph Menderhausen to the Merced River Trail Community Working Group (MRTCWG) with terms to expire February 28, 2025; and acknowledge the service of Dean Bernacchi and Jeff Gabe to the MRTCWG.

McDaniel, Martin, Brown and Menderhausen have all expressed interest in continuing to service on this working group.

Bernacchi and Gabe have expressed that they are unable to continue to serve at this time.

With this action there will be two vacancies on this working group.

Appointments, term expirations/vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
McDaniel was originally appointed September 22, 2020
Martin was originally appointed July 21, 2020
Brown was originally appointed September 10, 2019
Menderhausen was originally appointed September 10, 2019
Bernacchi was originally appointed July 21, 2020
Gabe was originally appointed September 24, 2019

Initially, this working group had terms that expired in July. As per BOS Resolution 2021-661 bylaw adoption, term expirations were changed to the last day of February.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not re-appointing members to the working group may result in lack of quorum.
.

FINANCIAL IMPACT:
None

Agenda Item - No Resolution Requested 2022-15

ATTACHMENTS:
220218 Vacancy Notice 2 (DOCX)

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

Mariposa County

SARAH WILLIAMS
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF 2 VACANCIES
MERCED RIVER TRAIL COMMUNITY WORKING GROUP (MRTCWG)

Qualified candidates should represent one or more of the following groups:

- Bureau of Land Management
- Yosemite National Park
- US Forest Service
- Merced Irrigation District
- Upper Merced River Watershed Council
- Sierra Foothill Conservancy
- Creative Placemaking Strategy Advisory Committee
- Historic Sites & Records Preservation Commission
- Representatives of other organizations & the general public, including trail advocates & outdoor recreation enthusiasts

The purpose and functions of the MRTCWG shall be to:

- Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan;

- Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;

- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the recommendations contained in the Merced River Trail Master Plan; and

- Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

Term: Three (3) years, expiring February 28, 2025.

Attachment: 220218 Vacancy Notice 2 (2022-15 : PAC Re-Appointments, Acknowledgements of Service (Merced River Trail Community Working

Persons interested in serving on the working group must apply to: **Clerk of The Board, PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Offices** Government Center 5100 Bullion Street; Mariposa, CA 95338 and on line at:

http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact: Mikey Goralnik, Community Development and Design Planner, Mariposa County Planning Department Telephone: (209) 742-2222; email: mgoralnik@mariposacounty.org

Posting Locations:

Mariposa County Library
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
El Portal Post Office
www.mariposacounty.org/planning
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Bootjack Store
Catheys Valley Post Office
Coulterville Post Office
Mariposa County Planning

Posted: February 18, 2022

Deadline for submission: Open until filled.

Attachment: 220218 Vacancy Notice 2 (2022-15 : PAC Re-Appointments, Acknowledgements of Service (Merced River Trail Community Working

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Re-Appointment and Acknowledgment of Service (Coulterville)

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint James Rhodes to the Coulterville Planning Advisory Committee with a Term to expire February 29, 2024; and Acknowledge the Service of Nina Mimnaugh to the Coulterville Planning Advisory Committee.

Rhodes has expressed interest in continuing to serve on this Committee.

Mimnaugh is no longer able to continue to serve on this Committee.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

With this action there will be 1 vacancy on this committee.

It is customary that recommendations for citizen advisory committee appointments and re-appointments are made by the District Supervisor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Rhodes was originally appointed February 23, 2021.
Mimnaugh was originally appointed May 10, 2016.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not filling vacancies may result in a lack of quorum for future meetings.

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FINANCIAL IMPACT:
None

ATTACHMENTS:
220211 Coulterville Vacancy 1 repost (DOCX)

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

Mariposa County

SARAH WILLIAMS
Planning Director

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NOTICE OF VACANCIES ON THE COULTERVILLE PLANNING ADVISORY COMMITTEE

A vacancy exists on the Coulterville Planning Advisory Committee.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors. They address issues that are important to the area and recommend policies for the Community.

The term of this appointment is for two (2) years and expires on February 29, 2024.

Members must employed, reside, or own property within the geographic boundaries of Coulterville.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on line.

Completed applications need to be sent to the Clerk of the Board, Rene LaRoche, by mail at P. O. Box 784, Mariposa, CA 95338, (209)966-3222 or email rlaroche@mariposacounty.org

Posting Locations:
Mariposa County Planning Department
Mariposa Courthouse
Mariposa County Clerk
Mariposa County Library
Coulterville Post Office
www.mariposacounty.org/planning

RE-Posting Date: 2/11/22 Deadline for Submission: **Open Until Filled**

Attachment: 220211 Coulterville Vacancy 1 repost (2022-17 : PAC Re-Appointment and Acknowledgment of Service (Coulterville))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Re-Appointments (Midpines)

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Caroline McGrath, Candy O'Donel-Brown, Eileen Collins and Heather Huppe to the Midpines Planning Advisory Committee for Terms to Expire February 29, 2024 (Supervisor Smallcombe).

All have expressed interest in continuing to serve on this committee.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

There is currently 1 vacancy on this committee which will continue to be advertised.

It is customary that recommendations for citizens advisory committee appointments and re-appointments are made by the District Supervisor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
McGrath was originally appointed on February 19, 2013
O'Donel-Browne was originally appointed on September 23, 2003
Collins was originally appointed on January 21, 2020
Huppe was originally appointed on April 5, 2016

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not re-appointing these positions could result in a lack of a quorum for the Committee.
.

ATTACHMENTS:
220211 Midpines Vacancy 1 reposted(DOCX)

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

Mariposa County

SARAH WILLIAMS
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swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCY ON THE MIDPINES PLANNING ADVISORY COMMITTEE

One (1) vacancy currently exists on the Midpines Planning Advisory Committee.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

The purpose of the Committee is to prepare and recommend a Community Plan to the Mariposa County Planning Commission; prepare and recommend applicable implementation regulations for the Plan – such as zoning and design review – to be adopted by the Board of Supervisors; and to make recommendations to the Planning Commission and other bodies on planning-related projects and other matters as directed by the Board of Supervisors.

The appointment term is for two years. This vacancy will expire February 28, 2023.

Members must be employed, reside, or own property or own a business or be a qualified elector within the geographic boundaries of Midpines Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line.

Completed applications need to be sent to the Clerk of the Board, Rene LaRoche, by mail at P. O. Box 784, Mariposa, CA 95338, (209)966-3222 or email rlaroche@mariposacounty.org

Posting Locations for this notice:
Midpines Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
Mariposa County Library
www.mariposacounty.org/planning

Posting Date: **5/11/21, reposted 2/11/22**
Deadline for Submission: **Open Until Filled**

Attachment: 220211 Midpines Vacancy 1 reposted (2022-18 : PAC Re-Appointments (Midpines))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Re-Appointments (Agricultural Advisory Committee)

RECOMMENDATION AND JUSTIFICATION:

Re-Appoint Elnora George as a Voting Member Representing the Mariposa Farm Bureau; Re-Appoint David Mecchi as a Voting Member Representing the Mariposa Resource Conservation District; and Re-Appoint Lyle Turpin as the Alternate Voting Member Representing the Mariposa Resource Conservation District to the Agricultural Advisory Committee with Terms Expiring February 29, 2024.

All have expressed interest in continuing to serve and have provided letters from their respective organizations.

This committee does not have any vacancies at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

George was appointed February 28, 2017

Mecchi was appointed February 27, 2018

Turpin was appointed February 27, 2018

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If committee members are not re-appointed this would result in vacancies which could cause a possible lack of quorum for the committee until the vacancies are advertised and filled.

ATTACHMENTS:
220125 farm bureau (PDF)
220124 rcd (PDF)

Agenda Item - No Resolution Requested 2022-19

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

Mariposa County Farm Bureau

RECEIVED
JAN 25 2022
Mariposa County Planning Department

January 25, 2022

Mariposa County Board of Supervisors
Government Center
5100 Bullion St.
Mariposa, CA 95338

Re: Ag Advisory Committee Reappointment

Dear Mariposa County Board of Supervisors,

The Mariposa County Farm Bureau Board of Directors would like to reappoint Elnora George to the Mariposa Ag Advisory Committee. Elnora is the 1st Vice President of the Mariposa County Farm Bureau and has extensive knowledge in the agricultural field.

Sincerely,

Danette Toso
Executive Director

P. O. Box 715 Mariposa, CA 95338 (209) 742-5875 ~

Directors – Kelly Williams President, Elnora George 1st Vice President/ Corporate Secretary/Treasurer, Carla Kelly 2nd Vice President, Abel Lopez, Sonny Palmer Jr., James Palmer, Trevor Smith, Danette Toso, Tony Toso

Attachment: 220125 farm bureau (2022-19 : PAC Re-Appointments (Agricultural Advisory Committee))

MARIPOSA COUNTY
RESOURCE CONSERVATION DISTRICT

P.O. Box 2403, Mariposa, CA 95338
(209) 966-0970 MariposaCountyRCD@gmail.com

January 24, 2022

Mariposa County Board of Supervisors
5100 Bullion St.
P.O. Box 784
Mariposa, CA 95338

Attention: **Carol Suggs**

Dear Carol,

Please appoint David Mecchi as a regular voting member and Lyle Turpin as the alternate member representing Mariposa County Resource Conservation District on the Agricultural Advisory Committee.

The Board kindly request that you submit this letter to the Mariposa County Board of Supervisors and notify them our decision. If you need anything else, please let me know.

Kind regards,

David Mecchi
President of the Board

Attachment: 220124 rcd (2022-19 : PAC Re-Appointments (Agricultural Advisory Committee))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Re-Appointments (El Portal)

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Catherine Collamer, Ryan Kelly, Greg Magruder, Paul Amstutz and Mark Abney to the El Portal Planning Advisory Committee with Terms to Expire February 29, 2024.

All have expressed interest in being re-appointed.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

There continues to be 1 vacancy on this committee which has just recently been re-noticed.

It is customary that recommendations for citizens advisory committee appointments and re-appointments are made by the District Supervisor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Collamer was originally appointed April 1, 2014
Kelly was originally appointed November 15, 2016
Magruder was originally appointed December 9, 2014
Amstutz was originally appointed February 21, 2006
Abney was originally appointed June 4, 2019

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not re-appointing could result in a lack of a quorum for the Committee.

ATTACHMENTS:
220203 El Portal Vacancy 1 (DOCX)

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

Mariposa County
Planning Department

SARAH WILLIAMS
Planning Director

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swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCY ON THE

EL PORTAL PLANNING ADVISORY COMMITTEE

A vacancy currently exists on the El Portal Planning Advisory Committee.

The purpose of the El Portal Planning Advisory Committee is to create and recommend policies for the Community of El Portal to address issues that are important to the area. The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

The purpose of the Committee is to make recommendations on the adoption of a Specific Plan for El Portal as well as address other planning issues pertinent to the Committee.

Appointment terms are for two (2) years, expiring on the last day of February.

Members must employed, reside, or own property within the geographic boundaries of El Portal.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on line at:

http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=

Completed applications need to be sent to Rene LaRoche, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338, or email: rlaroche@mariposacounty.org

Posting Locations for this notice:
El Portal Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Library
Mariposa County Courthouse
www.mariposacounty.org/planning

Re-Notice Date: 2/3/22 Deadline for Submission: Until Filled

Attachment: 220203 El Portal Vacancy 1 (2022-20 : PAC Re-Appointments (El Portal))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Acknowledgement of Service and Re-Appointment (Housing Programs Advisory Committee)

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Kim Tucker to the Housing Programs Advisory Committee for a Term to Expire February 28, 2025; and Acknowledge the Service of Courtney Twiss and Candy O'Donel-Browne.

Twiss and O'Donel-Browne have stated that they are unable to serve on this Committee at this time.

Tucker has expressed interest in continuing to serve on the committee.

Prior to this action there was 2 vacancies on this committee. With this action there will be 4 vacancies.

Vacancies, terms and expirations will continue to be advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Twiss, O'Donel-Browne and Tucker were all originally appointed on September 12, 2017.

It is customary for the Board to acknowledge service and to re-appoint members who are willing to serve.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not Re-Appointing Members may cause the Committee to have a lack of quorum and prevent them from meeting.

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ATTACHMENTS:
220203 Housing Vacancy A, B, C, D (DOCX)

Agenda Item - No Resolution Requested 2022-21

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

Mariposa County

SARAH WILLIAMS
Planning Director

5100 Bullion Street
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swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF 4 VACANCIES
ON THE HOUSING PROGRAMS ADVISORY COMMITTEE

Four vacancies current exist, one in each of the following categories on the Housing Programs Advisory Committee:

Category “A” members with knowledge of issues and concerns affecting the housing needs of special populations in Mariposa County including, but not limited to, the elderly, disabled and homeless.

Category “B” members are those with direct knowledge of workforce housing issues and concerns.

Category “C” members with direct knowledge of real estate and housing.

Category “D” members representing the Mariposa County Economic Development Corporation

Terms are for three years and expire the last day of February.

Meetings of this committee are held as needed.

The purpose of this committee is:

- Formulate, design, implement and participate in a public and stakeholder engagement program to ensure full participation by the community and stakeholders in the housing programs planning process required by the Mariposa County Housing Element Program;
- Identify, evaluate and recommend the implementation of feasible programs to address the housing needs of all economic segments of the community, including the needs of special populations such as homeless, disabled, elderly and seasonal workers;
- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify housing programs and related operation, administration and management of such programs;
- Identify, evaluate and recommend to the Board of Supervisors management and administrative frameworks, operations, best practices and inter-governmental and public-private partner relationships to ensure the successful, permanent, ongoing operation of housing programs;
- Provide periodic assessment, evaluation and feedback to the Board of Supervisors regarding the success of programs and related administration and management approved for implementation;
- Coordinate with other public agencies, and with for profit and non-profit entities to identify and facilitate implementation of housing programs; and
- Identify, evaluate, recommend and facilitate the acquisition of grant and other funding to facilitate the development of housing for extremely low, very low, low, and moderate incomes and for populations with special housing needs.

Attachment: 220203 Housing Vacancy A, B, C, D (2022-21 : PAC Acknowledgement of Service and Re-Appointment (Housing Programs

HOUSING PROGRAMS ADVISORY COMMITTEE VACANCY NOTICE 2/3/22

Persons interested in serving on the Housing Programs Advisory Committee (HPAC) must submit an application to: **René LaRoche, Clerk of the Board, PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Offices** Government Center 5100 Bullion Street; Mariposa, CA 95338 and on line at: http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact the Mariposa County Planning Department Telephone: (209) 966-5151

Re-Posted February 3, 2022

Leave Posted until positions filled

Posting Locations:

Mariposa County Clerk's Office
Mariposa County Courthouse
Mariposa County Planning Department
Mariposa County Library
Yosemite Valley Post Office
Midpines Post Office
Catheys Valley Post Office
Coulterville Post Office
Yosemite West Community Board
El Portal Post Office
Bootjack Store
Woodland Gas Food and Liquor
Fish Camp Post Office
Greeley Hill Community Club
Wawona Post Office
Hornitos Post Office
Lake Don Pedro Market
www.mariposacounty.org/planning

Attachment: 220203 Housing Vacancy A, B, C, D (2022-21 : PAC Acknowledgement of Service and Re-Appointment (Housing Programs

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Re-Appointment (Greeley Hill)

RECOMMENDATION AND JUSTIFICATION:

Re-Appoint and Jesse Figueroa to the Greeley Hill Planning Advisory Committee for a Term to Expire February 29, 2024.

Figueroa has expressed interest in continuing to serve on this committee.

There are currently 3 vacancies on this committee.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

It is customary that recommendations for citizens advisory committee appointments and re-appointments are made by the District Supervisor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Figueroa was appointed March 10, 2009.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not re-appointing may result in a lack of quorum for future meetings.

FINANCIAL IMPACT:
None

ATTACHMENTS:
220203 Vacancy Notice (3) renoticed (DOCX)

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

Mariposa County

SARAH WILLIAMS
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
(209) 966-5151
swilliams@mariposacounty.org
www.mariposacounty.org

Attachment: 220203 Vacancy Notice (3) renoticed (2022-22 : PAC Re-Appointment (Greeley Hill))

NOTICE OF VACANCIES ON THE GREELEY HILL PLANNING ADVISORY COMMITTEE

Three vacancies currently exist on the Greeley Hill Planning Advisory Committee.

The purpose of the Committee is to make recommendations on the adoption of an Area Plan for Greeley Hill as well as address other planning issues pertinent to the Committee. The Committee also creates and recommends policies for the community of Greeley Hill to address issues that are important to the area.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

Appointment terms are for two years. Two positions have terms that expire the last day of February of 2024 and one is to fill a partial term that expires last day of February of 2023.

Members must be employed, reside, or own property or own a business within the geographic boundaries of Greeley Hill Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office and can be found online at:

https://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=

Completed applications need to be sent to the Rene LaRoche, Clerk of the Board, by mail at P.O.Box 784, Mariposa, CA 95338, or email: rlaroche@mariposacounty.org

Posting Locations for this notice:

Greeley Hill Community Club
Coulterville Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Re-Notice Date: 2/03/22 Deadline for Submission: Until Filled

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-127

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Waive Encroachment Permit Fee for the Indian Gulch Run in Hornitos

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RECOMMENDATION AND JUSTIFICATION:

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $150 for the 44th Annual Indian Gulch Run in Hornitos on March 20, 2022.

This event is sponsored by the Merced Running Club and is non-profit.
The event will be held in Hornitos with the start/stop location at High Street and will provide five mile, and ten mile courses.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has waived encroachment permit fees for this event in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, The event organizers will need to pay for the encroachment permit fee, which may cause a hardship since the event is being sponsored by volunteers and it is not intended to be a money making event.

ATTACHMENTS:
Flyer (PDF)
Merced Run Club Application 2022 (PDF)
Merced Run Club Insurance 2022 (PDF)

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

REF ID# 12591

44th Annual

Indian Gulch-Hornitos (Retro) Run

2 Mile - 5 Mile - 10 Mile

WHEN? Sunday March 20, 2022

TIME: 7:15am - 8:15am Check-in and Race Day Reg.
All races start at 8:30am.

HOSTED BY: Merced Running Club

EVENT: Run the foothills surrounded by wildflowers and finish off with breakfast!

ENTRY FEES:
$25 Early Registration(postmarked by March 13th)
$23 MRC members(postmarked by March 13th)
$30 Race Day Registration

WALKERS ALLOWED IN THE 2 AND 5 MILE ONLY.

MAIL TO: Sandy Erb / MRC
2700 8th Ave
Merced, CA 95341

OR **Register Online at RunSignUp.com**

MORE INFO: Sandy Erb (209)819-1083 erbsd2@yahoo.com

INCLUDED: All participants get food after the race.
All participants reg. prior to March 15 will receive a fleece beanie and a reusable grocery bag.

AWARDS: Prizes will be awarded to the top male and female in each race.
Medals for 1st, 2nd, and 3rd place in 10 year increments.

DIRECTIONS: Hornitos is approx. 33 mi. from Merced. From north Hwy 99 take J-17 exit from Turlock to Hornitos through Snelling. From Merced and south, take Hwy 140 exit from Hwy 99 to Cathy's Valley. Turn left on Hornitos Rd. at the Oasis Store for approx. 11 mi. (Pls check if bridge open). From Merced, take G St to Snelling on to Merced Falls Rd. Turn right at Merced Falls Bridge to Hornitos.

****

43rd Annual Indian Gulch-Hornitos Run

WAIVER: In consideration of your acceptance of my entry, I hereby, for myself, my executers, and administrators waive any and all rightsand claims for damages may have against the person sponsors, Merced Running Club, Mariposa Co., race sponsors or organizations affiliated with the above. I further attest that I am physically fit and by signing this form I acknoledge I have read and fully understood my own liability and do accept the restrictions.

PRINT

Name _____

Address _____

City _____ **State**____ **Zip**_____

Phone _____

Sex: M or F **Age on Race Day?** _____

Sign here (parent or guardian if under 18)

X _____

RACE: (Circle One) 2 Mile - 5 Mile - 10 Mile

Total: $ _____

Checks payable to: Merced Running Club

Email _____

Attachment: Flyer (RES-2022-127 : Waive Encroachment Permit Fee for the Indian Gulch Run in Hornitos)

To: County of Mariposa Public Works Department & Board of Supervisors

From: Sandy Erb
Race Director, Indian Gulch-Hornitos Run
Merced Running Club

Date: January 20, 2022

Subject: Encroachment Permit Application
For Indian Gulch-Hornitos Run on Sunday, March 20

To Mariposa County Public Works Staff and Board of Supervisors:

I am applying for an Encroachment Permit for the 42nd Annual Indian Gulch-Hornitos Run in hopes that the fee of $150 would be waved. In 2020, you generously waived the fee. We had to cancel the event exactly one week before the scheduled date due to COVID. Normally, we have the Hornitos 4H Club make breakfast for the runners in the Hornitos Hall. This year, due to the continuing COVID situation, we will not be in the hall and food will be bagels and bananas.

This is a well managed event presented by the Merced Running Club in Merced, CA. I am the-Race Director. The Merced Running Club is a non-profit organization and profits from our races eventually find their way back into the running community.

There are five additional pages attached to this application.

1. Our Application for Encroachment Permit
2. Certificates of Liability Insurance
3. Certificate of Additional Insurance
4. A map of the course that we use each year. The race starts and finishes on High Street. The run start on High Street then turns south onto Hornitos Road. The two mile event turns around on Hornitos Road. The five and ten mile races continue onto Indian Gulch Road. The turnarounds are shown on the map. For safety, there will Runner on the Road signs on Hornitos Road on each side of High Street and on each side of Indian Gulch Road. There will also be two course monitors at each intersection. There will also be a Runners on the Road sign on Indian gulch Road prior to the 10 mile turnaround. Additionally, there will be a water station at both the 5 mile and 10 mile turnarounds.
5. A copy of our race entry form. Most participants use our online registration through Runsignup.com

Thanking you in advance for consideration of waving the Encroachment Permit fees.

Sincerely,

Sandy Erb

Attachment: Flyer (RES-2022-127 : Waive Encroachment Permit Fee for the Indian Gulch Run in Hornitos)

TO: PUBLIC WORKS DEPT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: _____

BUILDING PERMIT: _____
(If applicable)

APPLICANT:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON See below ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

1. ____DRIVEWAY
   ✓ROAD CROSSING
   ____WATER PIPE, CULVERT, ETC.
   ____LDA ROAD
2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. ____OTHER (EXPLAIN BELOW)

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.
Foot race starting on High St in Hornitos, turning south on Hornitos Rd & then right onto Indian Gulch Rd (last 5 miles) Furthest point is 5 miles from start.

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.
See attached map

5. ASSESSOR'S PARCEL NUMBER: ____-____-____
6. ADDRESS OF PARCEL: _____

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE $150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: _____ Race sponsored by the Merced Running Club
(Issued Once Fee * is Paid)
DATE ISSUED: _____

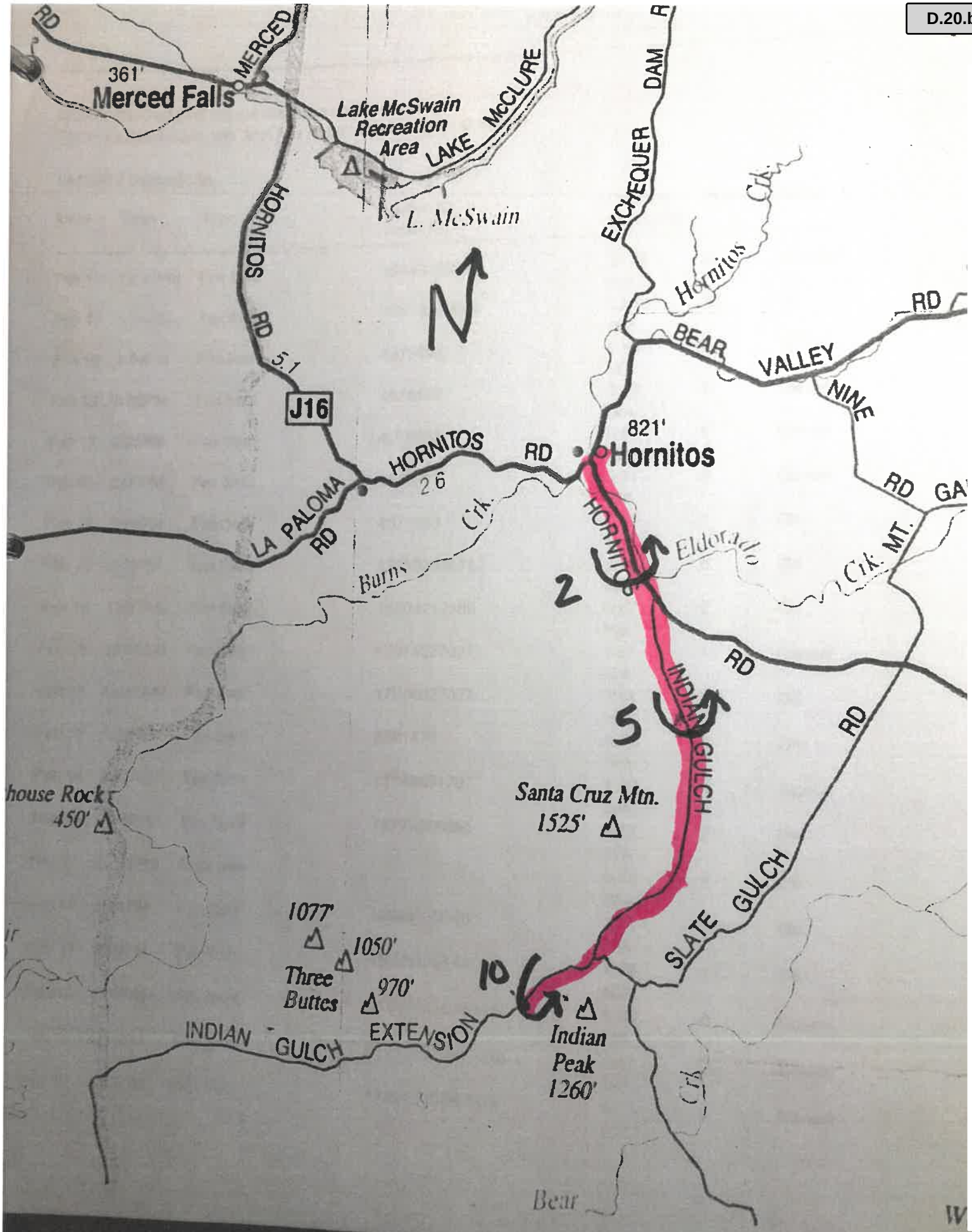
* The fee may be paid by check
Made payable to: County of Mariposa
Or you may call (209) 966-5356 with
Credit Card Information

** If Applicant is not the Owner, then include an authorization letter from Owner

Sandra Erb
OWNER'S NAME (Please Print)
Sandra Erb
SIGNATURE OF OWNER/APPLICANT **
2708 8th Ave
OWNER'S MAILING ADDRESS
Merced 95340
CITY ZIP

209-819-1083 erbsd2@yahoo.com
PHONE NUMBER EMAIL ADDRESS

Attachment: Merced Run Club Application 2022 (RES-2022-127 : Waive Encroachment Permit Fee for the Indian Gulch Run in Hornitos)



Attachment: Merced Run Club Application 2022 (RES-2022-127 : Waive Encroachment Permit Fee for the Indian Gulch Run in Hornitos)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/13/2022

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

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

PRODUCER
Insurance Management Group
12730 Coldwater Road, Suite 103
Fort Wayne IN 46845

CONTACT NAME: Margaret Mayers
PHONE (A/C, No, Ext): (260) 338-2925 **FAX (A/C, No):** (765) 664-0761
E-MAIL ADDRESS: mmayers@insmgt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Casualty Company	11991
INSURER B: Nationwide Life Insurance Company	66869
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Road Runners Club of America/2022 and Its Member Clubs
1501 Langston Boulevard, Suite 140
Arlington VA 22209

COVERAGES **CERTIFICATE NUMBER:** 2022 $1M A.I. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Legal Liability to Participant $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per Event Basis			KRO0000008971200	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse and Molestation	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 1,000,000 $ 500,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			KRO0000008971200	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Excess Medical & Accident ($250 Deductible/Claim)			BAX0000031850400	12/31/2021	12/31/2022	Excess Medical AD & Specific Loss	$10,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 03/20/22 Hornitos - Indian Gulch; 2/5/10 mile road race INSURED RRCA CLUB/EVENT MEMBER: Merced Track Club dba Merced Running Club ATTN: Richard Kogut, PO Box 3710, Merced CA 95344 Processed by RMV

CERTIFICATE HOLDER
03/20/22 Mariposa County
Public Works Department
4639 Ben Hur Road
Mariposa CA 95338

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

AUTHORIZED REPRESENTATIVE
Terry R. Dilley

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Attachment: Merced Run Club Insurance 2022 (RES-2022-127 : Waive Encroachment Permit Fee for the Indian Gulch Run in Hornitos)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-128

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Mariposa Butterfly Parade

RECOMMENDATION AND JUSTIFICATION:
Declare the Saturday April 23, 2022 Butterfly Parade a County Sponsored Event; and Approve the Application for a Cal Trans Encroachment Permit in Support of Closing Highway 140 from 10:00 AM to 11:30 AM, Between Highway 49 North and Highway 49 South.

By designating the Mariposa Butterfly Parade to be a County sponsored event the County accepts a responsibility for the Parade, because the event will be covered by the County's liability insurance.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved this event for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the sponsors will have a hardship to obtain necessary insurance.

ATTACHMENTS:
Encroachment Permit (PDF)
Letter flyer map (PDF)
State Encroachment Permit - (PDF)
County Encroachment Permit (PDF)

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

REF ID# 12611

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

FOR CALTRANS USE
TRACKING NO.
DIST/CO/RTE/PM
SIMPLEX STAMP
DATE OF SIMPLEX STAMP

1. COUNTY	2. ROUTE	3. POST MILE
MARIPOSA	HWY 140	21.21 - 22.09

4. ADDRESS OR STREET NAME	5. CITY
HIGHWAY 140 "MAIN STREET"	MARIPOSA

6. CROSS STREET (Distance and direction from project site)
3RD STREET TO JONES ST/HIGHWAY 49N

7. WORK TO BE PERFORMED BY	8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT?
☒ APPLICANT ☐ CONTRACTOR	☒ NO ☐ YES. If "YES", provide the Parent Permit Number

9. ESTIMATE START DATE	10. ESTIMATED COMPLETION DATE
4/23/2022	4/24/2022

11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY
1

12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY
$0

13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH?
☒ NO ☐ YES. If "YES", which branch?

14. FUNDING SOURCE(S)
☐ FEDERAL ☐ STATE ☒ LOCAL ☐ PRIVATE ☐ SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)

15. CALTRANS PROJECT CODE (ID)	16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)
Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

Conduct the annual "Mariposa Butterfly Festival Parade" , along State Highway 140 right of way between Jones Street and 3rd Street, as shown on the attachments, on April 23, 2022 between the hours of 10:00 AM and 11:30 AM in Mariposa County. Detour for both EB and WB directions will be off State Highway 140 and 3rd Street to Bullion Street to Jones Street and back onto State Highway 140. Traffic control, detours, place, maintain, and removal of temporary special event signs shall be done in accordance to the California Manual on Uniform Traffic Control Devices (MUTCD). Traffic Control shall be coordinated by CHP or local law enforcement agency.

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)
☐ Traffic lane ☐ Shoulder ☐ Sidewalk ☐ Median ☐ At or near an intersection ☐ Mobile work
☐ Outside of the shoulder, feet from edge of pavement ☒ Other PARADE

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD
☐ No traffic control needed ☐ State Standard Plans (T-Sheets) # ROAD CLOSURE
☐ Project specific Traffic Control Plans included ☐ To be submitted by contractor

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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Attachment: Encroachment Permit (RES-2022-128 : Mariposa Butterfly Parade)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV 12/2018)

TRACKING NO.

19. EXCAVATION	MAX. DEPTH (in) N/A	MIN. DEPTH (in)	AVG. WIDTH (in)	LENGTH (ft)	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.)
20. PIPES	PRODUCT BEING TRANSPORTED N/A	CARRIER PIPE DIAMETER____(in.) MATERIAL____		CASING PIPE DIAMETER____(in.) MATERIAL____	

PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) N/A

VOLTAGE / PSIG

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☐ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)

☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER

☐ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☒ OTHER

☒ NO (if "NO", check the category below which best describes the project AND answer questions A-K)

☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING ☐ FENCE ☐ EROSION CONTROL

☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS ☐ MAILBOX ☐ LANDSCAPING

☒ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER

The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

C. Is the proposed project located within five miles of the coast line?

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

F. Are there any recreational trails or paths within the limits of the proposed project?

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

H. Will the proposed project impact access to any businesses or residences?

I. Will the proposed project impact any existing public utilities or public services?

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

Attachment: Encroachment Permit (RES-2022-128 : Mariposa Butterfly Parade)

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV 12/2018)

TRACKING NO.

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)

23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)

24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☐ YES ☒ NO
(If "YES", attach 6 complete sets of site and grading plans

25. Will the proposed project require the disturbance of soil? ☐ YES ☒ NO
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: _____
and estimate the area of disturbed soil outside State Highway right-of-way in acres: _____

26. Will the proposed project require dewatering? ☐ YES ☒ NO
If "YES", estimate Total gallons AND gallons/month. _____ (Total gallons) AND _____ (gallons/month)
SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER
(*See Caltrans SWMP for definition of non-storm water discharge: http://www.dot.ca.gov/env/stormwater/)

27. How will any storm water or ground water be disposed?
☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☒ N/A
☐ Other (explain) _____

Attachment: Encroachment Permit (RES-2022-128 : Mariposa Butterfly Parade)

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV 12/2018)

TRACKING NO.

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permi fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf. If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf. The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: http://www.dot.ca.gov/hq/construc/stormwater/.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)
MARIPOSA COUNTY PUBLIC WORKS

ADDRESS OF APPLICANT (Include City, State and Zip Code)
4639 BEN HUR ROAD

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
SHANSEN@MARIPOSACOUNTY.ORG	209-966-5356	209-966-2828

29. NAME OF AUTHORIZED AGENT / ENGINEER
(A "Letter of Authorization" is required if different from #28)
N/A

IS A LETTER OF AUTHORIZATION ATTACHED?
☐ YES ☐ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)
N/A

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
N/A	N/A	N/A

30. NAME OF BILLING CONTACT (Same as #28 ☒ Same as #29 ☐)

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*	32. PRINT OR TYPE NAME
	SHANNON HANSEN
33. TITLE INTERIM DIRECTOR PUBLIC WORKS & TRANSPORTATION	34. DATE 1/19/22

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Attachment: Encroachment Permit (RES-2022-128 : Mariposa Butterfly Parade)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

INSTRUCTIONS

Complete ALL fields, write "N/A" if not applicable. Type or print clearly. All dimensions must be in U.S. Customary (English) units.

Print your application single sided and submit all of the required attachments (See Section VII A&B of the "Encroachment Permit Application Guide Booklet" found at: http://www.dot.ca.gov/trafficops/ep/docs/EP_Application_Guide_Booklet.pdf).

1. County (e.g. Fresno, San Francisco, Los Angeles, etc.)
2. State Highway Route Number (e.g. I-5, SR-99, etc.)
3. Highway Postmile: (location of work, see https://postmile.dot.ca.gov/) If unable to determine, contact the appropriate District Encroachment Permits Office for assistance at: http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf
4. Address of project site (if the property has a physical address with a Number and Street/Road Name)
5. City (e.g. Sacramento, Redding, Irvine, etc.)
6. Distance and the direction from the nearest cross street to the project site (e.g. 500 ft. north of "C" Street).
7. Indicate whether the work will be performed by the applicant (your own forces) or by a contractor.
8. Indicate if you are applying for a "Contractor's (Double) Permit" and provide the "Parent Permit Number".
9. Estimated start date for the proposed work. (Allow a minimum of 60 calendar days from the submittal date of your application for processing)
10. Estimated completion date for the proposed work.
11. Estimated number of working days within State Highway right-of-way.
12. Estimated construction costs for all work to be done within State Highway right-of-way.
13. Has another Caltrans' branch seen or reviewed your project? Which branch? (e.g. Design, Project Management, Right-of-Way, Environmental, etc.)
14. Identify funding source(s) for the proposed work.
15. Caltrans' Project Code (ID) if this is a State project, capital project, or joint venture project.
16. Your company's reference number or utility work order number for this project.
17. Describe the proposed work to be done entirely. If applicable, attach six (6) complete sets of FOLDED plans (folded 8-½" X 11") and any applicable specifications, calculations, maps, etc.
18. (a) Identify portion(s) of State right-of-way where work will occur and (b) proposed traffic control plans to be used if any.
19. Maximum and minimum depth, average width, and length of the excavation area. Existing surface type (e.g. Asphalt, concrete, soil, etc.)
20. Product being transported (e.g. water, natural gas, etc.) Carrier pipe, diameter (inches) and material (e.g. Steel, HDPE, etc.) Casing pipe (if any), diameter and material Proposed installation method, Voltage of electrical current or pressure of liquid or gas. Replacement and/or abandonment of an existing facility (e.g. Abandoning pipe and filling it with two-sack slurry cement)
21. Check "YES", if you are getting a permit or approval from another agency (City, County, etc.), and an environmental determination has been made. Then check the Categorically Exempt, Negative Declaration, Environmental Impact Report box or Other if one has been prepared. Attach a copy of the approved document and a copy of the Notice of Determination. Skip questions A-K.

    If you checked "NO", check the box of the appropriate type of work to be done,or check "other" and fill in the type of work to be done. Also answer questions A-K.
22. A Historical Resource includes, but is not limited to, any object, building, structure, site, area, place, record, or manuscript that has historical or archaeological significance, or significance in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.
23. In this context a Scenic Resource includes, but is not limited to, trees that display outstanding features of form or age; unique, massive rock formations; historic buildings that are rare examples of their period, style, design, or which have special architectural features and details of importance.
24. Is there any work being done on the applicant's property?
25. Indicate if the proposed project will require the disturbance of soil. If "YES," estimate the area within AND outside of State Highway right-of-way in acres.
26. Indicate if the proposed project will require dewatering. If "YES," estimate volume in total gallons AND gallons per month. Also indicate the source: Stormwater or Non-Stormwater (see Caltrans Stormwater Management Plan for definitions of non-stormwater discharge at: http://www.dot.ca.gov/hq/env/stormwater).
27. Indicate how any stormwater or ground water will be disposed of from or near the limits of the proposed project.
28. Name of the applicant or organization applying for the permit. List the mailing address, e-mail address, phone and fax numbers.
29. Name of the authorized agent or engineer acting on behalf of the applicant or organization. Attach a letter of authorization signed by the applicant or organization. List the mailing address, e-mail address, phone and fax numbers.
30. Name of the billing contact. List the mailing address where invoices are to be mailed, email address, phone and fax numbers.
31. Signature of the applicant or applicant's authorized agent.
32. Name of the applicant or applicant's authorized agent.
33. Title (owner, president, etc.) of the applicant or applicant's authorized agent.
34. Date of the signature.

Attachment: Encroachment Permit (RES-2022-128 : Mariposa Butterfly Parade)

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THE Mariposa BUTTERFLY FESTIVAL

Bill Lowe
President
Mariposa Butterfly Festival, Inc.
PO Box 1479
Mariposa, Ca. 95338

February 4, 2022

Mariposa County Supervisors

Dear Supervisors,

This coming April 23 and 24 will be a very special weekend in Mariposa County with the return of the Mariposa Butterfly Festival to Springtime. But more important, The Festival will take place on Earth-Day Weekend with some wonderful opportunities for exhibits and entertainment tie- ins. We had great success this last July 4th and we are expecting a large crowd this Spring. As with the July 4th attendance, we are expecting 60% of the participants to be from outside the Mariposa County borders, benefiting our economy.

The Festival, with the exception of parking, was a free event for all. With money left from the canceled 2020 event and Covid-19 compensation, we broke even. This year we are planning on an entrance fee of 2 for $5 with children under 12 free. We want to make sure all families can still afford to attend the festival. The Mariposa Butterfly Festival does have sponsors, the donations benefit our Butterfly Education Program at the schools and the festival which runs over $6,000. Other fund-raising entities pay for the Fairgrounds and expenses.

We are in the planning stages for the annual Mariposa Butterfly Festival Parade in downtown on Saturday morning, April 23 from 10 am to 11:30 am on Highway 140 between Coakley Circle Drive and 3rd Street. The MBF Committee is asking the County of Mariposa to please sponsor and insure this event, as well as waive all fees. There will be no unusual acts in the parade. No skydivers and no cattle. Just a regular parade. This parade is very important to Downtown Mariposa. In spite of the Festival moving to the Fairgrounds, our survey showed that Downtown businesses, overall, did very well.

The Mariposa Butterfly Festival is a very important aspect of Mariposa's culture. It is one of the few all-volunteer, non-profit festivals that has survived these pandemic times in the state. The Festival committee is dedicated to building an original, innovative and creative event. This attitude has paid off with The Mariposa Butterfly Festival brand name being recognized across the nation. This is not only good for the Festival, but also for the County of Mariposa.

Sincerely,

Bill Lowe
President
Mariposa Butterfly Festival, Inc.

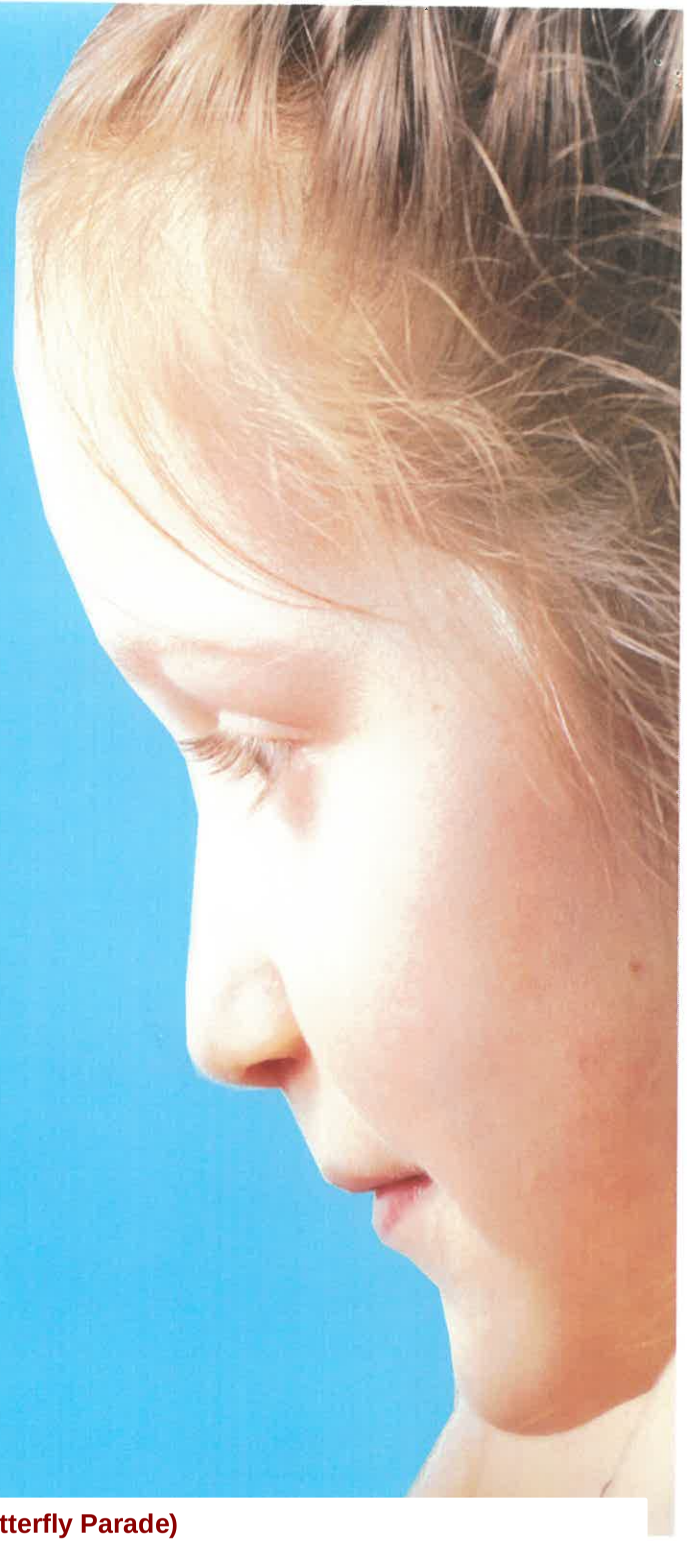
Attachment: Letter flyer map (RES-2022-128 : Mariposa Butterfly Parade)

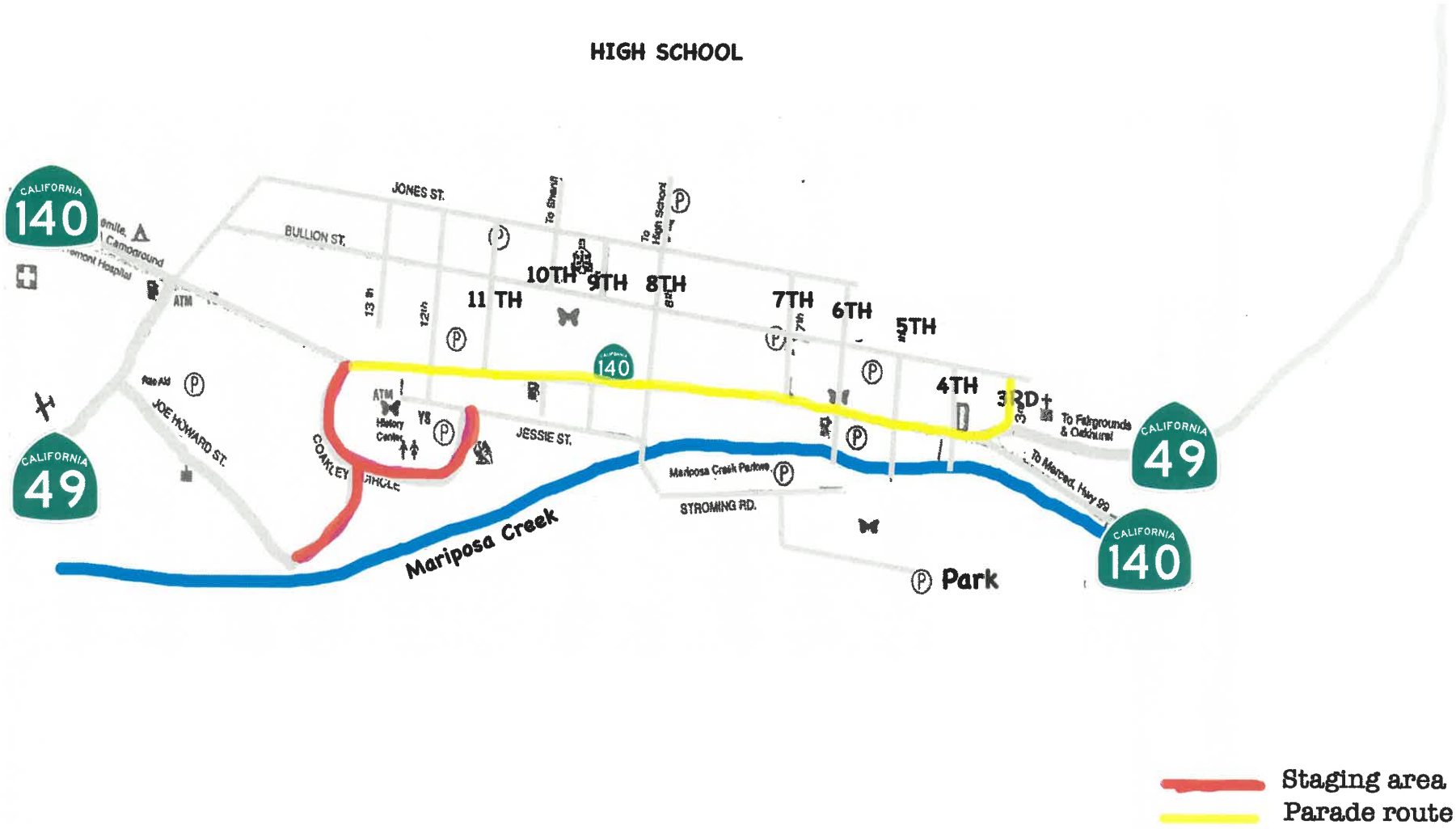
Mariposa
BUTTERFLY FESTIVAL

Celebrates "Earth Day" Weekend, April 23-24, 2022
Mariposa County Fairgrounds

Downtown Parade - Saturday, 10 am

Festival at Fairgrounds
Saturday -10 am - 8 pm / Sunday -10 am - 4 pm




HIGH SCHOOL
CALIFORNIA 140
CALIFORNIA 49
JONES ST.
BULLION ST.
To Sheriff
To High School
10TH
9TH
8TH
11 TH
7TH
6TH
5TH
4TH
3RD
13 th
12th
8th
7th
ATM
Rite Aid
JOE HOWARD ST.
COAKLEY CIRCLE
History Center
YB
JESSIE ST.
Mariposa Creek Parkway
STROMING RD.
To Fairgrounds & Oakhurst
To Merced, Hwy 99
Mariposa Creek
Park
Staging area
Parade route

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

FOR CALTRANS USE
TRACKING NO.
DIST/CO/RTE/PM
SIMPLEX STAMP
DATE OF SIMPLEX STAMP

1. COUNTY	2. ROUTE	3. POST MILE
MARIPOSA	HWY 140	21.22

4. ADDRESS OR STREET NAME	5. CITY
HIGHWAY 140 "MAIN STREET" AT 5TH ST	MARIPOSA

6. CROSS STREET (Distance and direction from project site)
5TH STREET

7. WORK TO BE PERFORMED BY	8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT?
☒ APPLICANT ☐ CONTRACTOR	☒ NO ☐ YES. If "YES", provide the Parent Permit Number

9. ESTIMATE START DATE	10. ESTIMATED COMPLETION DATE
4/11/2022	4/25/2022

11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY

12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY
$0

13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH?
☒ NO ☐ YES. If "YES", which branch?

14. FUNDING SOURCE(S)
☐ FEDERAL ☐ STATE ☒ LOCAL ☐ PRIVATE ☐ SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)

15. CALTRANS PROJECT CODE (ID)	16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less)
Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.

See ATTACHMENT "A".

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)
☐ Traffic lane ☐ Shoulder ☐ Sidewalk ☐ Median ☐ At or near an intersection ☐ Mobile work
☒ Outside of the shoulder, feet from edge of pavement ☐ Other

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD
☒ No traffic control needed ☐ State Standard Plans (T-Sheets) #
☐ Project specific Traffic Control Plans included ☐ To be submitted by contractor

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Attachment: State Encroachment Permit - (RES-2022-128 : Mariposa Butterfly Parade)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV 12/2018)

TRACKING NO.

19. EXCAVATION	MAX. DEPTH (in) N/A	MIN. DEPTH (in)	AVG. WIDTH (in)	LENGTH (ft)	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.)
20. PIPES	PRODUCT BEING TRANSPORTED N/A	CARRIER PIPE DIAMETER____(in.) MATERIAL____		CASING PIPE DIAMETER____(in.) MATERIAL____	

PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.)
N/A

VOLTAGE / PSIG

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☐ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)

☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER

☐ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☒ OTHER

☒ NO (if "NO", check the category below which best describes the project AND answer questions A-K)

☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING ☐ FENCE ☐ EROSION CONTROL

☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS ☐ MAILBOX ☐ LANDSCAPING

☒ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER

The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?

C. Is the proposed project located within five miles of the coast line?

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

F. Are there any recreational trails or paths within the limits of the proposed project?

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?

H. Will the proposed project impact access to any businesses or residences?

I. Will the proposed project impact any existing public utilities or public services?

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?

Attachment: State Encroachment Permit - (RES-2022-128 : Mariposa Butterfly Parade)

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV 12/2018)

TRACKING NO.

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)

23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)

24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☐ YES ☒ NO
(If "YES", attach 6 complete sets of site and grading plans

25. Will the proposed project require the disturbance of soil? ☐ YES ☒ NO
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: _____
and estimate the area of disturbed soil outside State Highway right-of-way in acres: _____

26. Will the proposed project require dewatering? ☐ YES ☒ NO
If "YES", estimate Total gallons AND gallons/month. _____ (Total gallons) AND _____ (gallons/month)
SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER
(*See Caltrans SWMP for definition of non-storm water discharge: http://www.dot.ca.gov/env/stormwater/)

27. How will any storm water or ground water be disposed?
☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☒ N/A
☐ Other (explain) _____

Attachment: State Encroachment Permit - (RES-2022-128 : Mariposa Butterfly Parade)

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permi fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf. If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf. The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: http://www.dot.ca.gov/hq/construc/stormwater/.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)
MARIPOSA COUNTY PUBLIC WORKS

ADDRESS OF APPLICANT (Include City, State and Zip Code)
4639 BEN HUR ROAD

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
SHANSEN@MARIPOSACOUNTY.ORG	209-966-5356	209-966-2828

29. NAME OF AUTHORIZED AGENT / ENGINEER
(A "Letter of Authorization" is required if different from #28)
N/A

IS A LETTER OF AUTHORIZATION ATTACHED? ☐ YES ☐ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)
N/A

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
N/A	N/A	N/A

30. NAME OF BILLING CONTACT (Same as #28 ☒ Same as #29 ☐)

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*	32. PRINT OR TYPE NAME
	SHANNON HANSEN

33. TITLE	34. DATE
INTERIM DIRECTOR PUBLIC WORKS & TRANSPORTATION	1/19/22

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Attachment: State Encroachment Permit - (RES-2022-128 : Mariposa Butterfly Parade)

ATTACHMENT "A" – DESCRIPTION OF BANNER(S)

This attachment provides all specific information for the approval of the banner(s).

==========

BANNER #1 – BUTTERFLY FESTIVAL

Displayed: *MARIPOSA BUTTERFLY FESTIVAL*

SATURDAY, APRIL 23, 2022 AND SUNDAY APRIL 24, 2022

Raised: April 11, 2022

Lowered: April 25, 2022

==========

Attachment: State Encroachment Permit - (RES-2022-128 : Mariposa Butterfly Parade)

MARIPOSA COUNTY APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT DATE: January 3, 2022 BUILDING PERMIT:_____
BEN HUR ROAD
MARIPOSA, CA 95338

GENTLEMEN:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/ OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON Hwy140 between 3rd and Jones st AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL. BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY).

1. ____ DRIVEWAY
____ ROAD CROSSING
____ WATER PIPE, CULVERT, ETC. ____ LDA ROAD

2.____NEW BUILDING/HOME ____REMODEL EXISTING ____NEW MAILBOX

____OTHER (EXPLAIN BELOW)

3. DRIVING INSTRUCTION FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

Mariposa Butterfly Festival parade on Saturday, April 23, 2022 from 10am to 11:30 am

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

5. ASSESSOR'S PARCEL NUMBER: _____ 6. ADDRESS OF PARCEL:
APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT WITH THE PL K CARD PROVIDED AND/OR NEW MAILBOX LOCATION WITH THE GREE CARD PROVIDED.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO._____ DATE ISSUED_____

Mariposa Butterfly Festival OWNERS NAME (Please print)
_____ SIGNATURE OF OWNER/APPLICANT
PO Box 1479. OWNERS MAILING ADDRESS

Mariposa, Ca 95338____ CITY STATE ZIP

209-966-2232_____ PHONE NUMBER

Attachment: County Encroachment Permit (RES-2022-128 : Mariposa Butterfly Parade)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-129

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with Caltrans for 2017 Storm Repairs to Ben Hur Rd

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Caltrans for 2017 Storm Repairs to Ben Hur Road; and Authorize the Board of Supervisors Chair to Sign the Agreement.

As FHWA Funds become available staff is submitting allocation requests to Caltrans which results in E-76 programming of the funds and subsequent Program Supplement Agreements.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In February 2017 Mariposa County experienced tremendous storm activity which caused significant damage. These storm events were significant enough in magnitude that the Governor of the State of California had included the County in an emergency proclamation for Federal Disaster Funding.

On March 28, 2017, Resolution 2017-163 the Board approved the Public Works Director to Accept Bid Proposals and Award Construction Contract.

Permanent repairs were completed in July of 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without the agreement in place staff will not be able to seek reimbursement for funds expended to complete repairs.

FINANCIAL IMPACT:
This is an FHWA Funded 2017 Storm Damage Project: with a Federal reimbursement rate of 88.53%.

ATTACHMENTS:
E-76 Revised 1-12-22 (PDF)
40A0068 PSA_UnExecutedPSA_ToAgency_ForSignature (PDF)

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

AMENDMENT MODIFICATION SUMMARY - (E-76)

FEDERAL AID PROGRAM — **CALIFORNIA DEPARTMENT OF TRANSPORTATION**

DLA LOCATOR: 10-MPA-0-CNTY
PREFIX: ACST-ER
PROJECT NO: 40A0(068)
SEQ NO: 3
STATE PROJ NO: 1020000039L-N
ALT. PROJ NO:
AGENCY: MARIPOSA
ROUTE:
DISASTER NO: CA2019-2
TIP DATA
MPO: NON-MPO
FSTIP YR: 20/21
STIP REF:
FSTIP ID NO: null

PROJECT LOCATION:
BEN HUR ROAD PM 19.6 TO 25.57
TYPE OF WORK:
EMERGENCY RELIEF (PERMANENT REPAIR COMPONENT) - REPAIR
FED RR NO'S:
PUC CODES:
PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN
ENV STATUS / DT: 05/03/2021
RW STATUS / DT: 1 05/19/2021
INV RTE:
BEG MP:
END MP:
BRIDGE NO:

PREV AUTH / AGREE DATES:
PE:
R/W:
CON:
SPR:
MCS:
OTH:

PROJECT END DATE (PED): 06/30/2022

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
ER14	11	15				
ER14	32	17				
ER14	33	06				
Q240	10	15				
Q240	30	06				
Q240	31	17				

FUNDING SUMMARY

PHASE			PROJECT COST	FEDERAL COST	AC COST
	PE	PREV. OBLIGATION	$48,721.00	$0.00	$43,132.70
PE	PE	THIS REQUEST	$0.00	$43,132.70	$-43,132.70
	PE	SUBTOTAL	$48,721.00	$43,132.70	$0.00
	RW	PREV. OBLIGATION	$0.00	$0.00	$0.00
R/W	RW	THIS REQUEST	$0.00	$0.00	$0.00
	RW	SUBTOTAL	$0.00	$0.00	$0.00
	CON	PREV. OBLIGATION	$890,722.00	$0.00	$788,556.18
CON	CON	THIS REQUEST	$0.00	$36,537.30	$-36,537.30
	CON	SUBTOTAL	$890,722.00	$36,537.30	$752,018.88
	OTH	PREV. OBLIGATION	$0.00	$0.00	$0.00
OTH	OTH	THIS REQUEST	$0.00	$0.00	$0.00
	OTH	SUBTOTAL	$0.00	$0.00	$0.00
		TOTAL:	$939,443.00	$79,670.00	$752,018.88

STATE REMARKS

12/17/2019 SEQ 1: RFA for PE using Local Agency AC Funding
11/29/2021 SEQ 2: RFA CON
12/09/2021 SEQ 2: Requesting authorization for construction phase of work using local AC funding. Requesting authorization to extend PED to 06/30/2022, allowed with the adding of this new development phase of w (e.g. the "Permanent Repair" Construction phase (a.k.a. PR-CON)), per FHWA Memo INFORMATON: Project Funds Management Guide for State Grants Update, dated May 23, 2018. PED lapsed on 9/30/ . ER work done after PED lapse date of 9/30/2020, but before approval of this SEQ 2 Authorization date (e.g. E76 Authorization date), will not be eligible for federal reimbursement.

01/10/2022 SEQ 3: Local AC Conversion (Partial) to Federal Funding (ER14)
01/12/2022 SEQ 3: Request for authorization to partially replace local AC funds with Federal ER funds.

Attachment: E-76 Revised 1-12-22 (RES-2022-129 : Approve Agreement with Caltrans for 2017 Storm

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: ALL
FOR: AC CONV PARTIAL
DOCUMENT TYPE: AMOD

PREPARED IN FADS BY: CUELLAR, NESTOR ON 2022-01-10 653-6750
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SIGNATURE HISTORY FOR PROJECT NUMBER 40A0(068) AS OF 01/24/2022

FHWA FMIS SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
2	SHUN HUEY	01/13/2022
	SHUN HUEY	01/13/2022
	GRACE REGIDOR	01/14/2022
1	SHUN HUEY	12/15/2021
	SHUN HUEY	12/15/2021
	GRACE REGIDOR	12/16/2021
0	SHUN HUEY	12/19/2019
	SHUN HUEY	12/19/2019
	JESSICA GORDON	12/19/2019

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AMEND/MOD	BACA, BOB	01/12/2022

Attachment: E-76 Revised 1-12-22 (RES-2022-129 : Approve Agreement with Caltrans for 2017 Storm

PROGRAM SUPPLEMENT NO. F058
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5940F15

Adv. Project ID
1020000039

Date: January 24, 2022
Location: 10-MPA-0-CR
Project Number: ER-40A0(068)
E.A. Number:
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 09/27/2016 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: Ben Hur Road

TYPE OF WORK: Permanent Restoration: Shoulder repair at 8 different culverts, one shoulder washout, roadway repair

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	ER14	$79,670.00	LOCAL		OTHER
$939,443.00			$859,773.00		$0.

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** 1/27/22 $79,670.00

Attachment: 40A0068 PSA_UnExecutedPSA_ToAgency_ForSignature (RES-2022-129 : Approve Agreement with Caltrans for 2017 Storm

SPECIAL COVENANTS OR REMARKS

1. A. 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).

B. 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.

C. 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.

D. 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.

E. 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

Attachment: 40A0068 PSA_UnExecutedPSA_ToAgency_ForSignature (RES-2022-129 : Approve Agreement with Caltrans for 2017 Storm

SPECIAL COVENANTS OR REMARKS

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.).

F. 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.

G. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Program Management.

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.

Attachment: 40A0068 PSA_UnExecutedPSA_ToAgency_ForSignature (RES-2022-129 : Approve Agreement with Caltrans for 2017 Storm

SPECIAL COVENANTS OR REMARKS

H. "ADMINISTERING AGENCY certifies that neither the ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this agreement. ADMINISTERING AGENCY agrees that it will notify the STATE immediately, in the event a suspension or a debarment happened after the execution of this agreement."

I. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

J. 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.

K. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

L. 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, and copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

M. 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.

N. 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

Attachment: 40A0068 PSA_UnExecutedPSA_ToAgency_ForSignature (RES-2022-129 : Approve Agreement with Caltrans for 2017 Storm

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

O. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

P. ADMINISTERING AGENCY agrees, and will assure that its contractors, subcontractors, and 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.

Q. The work eligible for Federal Reimbursement shall be performed by the ADMINISTERING AGENCY either by using their own forces or by contract. The ADMINISTERING AGENCY must be able to identify the costs incurred at each site and be subject to an audit for verification.

R. 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.

S. 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.

T. 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 Federal Agency performing work on behalf of the ADMINISTERING AGENCY, 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

Attachment: 40A0068 PSA_UnExecutedPSA_ToAgency_ForSignature (RES-2022-129 : Approve Agreement with Caltrans for 2017 Storm

SPECIAL COVENANTS OR REMARKS

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 (a.k.a. Final Voucher).

U. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and authorized incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors and 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 sent to or paid by STATE.

V. 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.

W. 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.

X. 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 or as permitted under Emergency Opening procedures.

Y. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions K, L, P, R, T and U under Section 2 of this agreement.

2. 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:

Attachment: 40A0068 PSA_UnExecutedPSA_ToAgency_ForSignature (RES-2022-129 : Approve Agreement with Caltrans for 2017 Storm

SPECIAL COVENANTS OR REMARKS

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 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: 40A0068 PSA_UnExecutedPSA_ToAgency_ForSignature (RES-2022-129 : Approve Agreement with Caltrans for 2017 Storm

SPECIAL COVENANTS OR REMARKS

3. Disaster No. CA 17-2 (Jan '17 Storms) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the disaster. The disaster occurred on January 3, 2017. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after January 3, 2017. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed on or after July 1, 2017, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.

4. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

Attachment: 40A0068 PSA_UnExecutedPSA_ToAgency_ForSignature (RES-2022-129 : Approve Agreement with Caltrans for 2017 Storm

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-130

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action from the Roads Reserve Designation Fund for Equipment Purchase ($198,391)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Transferring Funds within the Public Works Budget for Purchase of a Backhoe ($198,391)

Public Works requests authorization to transfer $198,391 from the Roads Reserve Designation Fund to the Roads Heavy Equipment fixed asset account to pay for the purchase of one backhoe; one pickup truck and snow plow; and two equipment trailers.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Authorization to surplus backhoe unit 2605 and truck 2900 and to purchase a replacement backhoe, truck and two trailers was provided May 25, 2021 per RES 2021-298.

The Board routinely authorizes transferring allocated funds from one account to another within a fund.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would require paying for the purchase of the fore mentioned equipment out of the Roads operations budget rather than from the Reserve fund.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Budget Action - FY21-22 Fund 300 $198,391 (PDF)

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

REF ID# 12666

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3300	300	91001	Reserve Designation			$198,391
3300	300	70411	Staff Vehicles		$198,391	
TRANSFER BETWEEN FUNDS						
				TOTALS	$198,391	$198,391

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.

JUSTIFICATION: Backhoe, Truck, Plow

DEPT HEAD SIGNATURE _____ DATE: 2/11/22

APPROVED BY RES NO. _____ CLERK _____ DATE

3300 Roads

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY21-22 Fund 300 $198,391 (RES-2022-130 : Approve Budget Action from the Roads Reserve Designation Fund for

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-131

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Ratify an Agreement with CivicPlus for CivicRec Cloud Service

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RECOMMENDATION AND JUSTIFICATION:
Ratify an Agreement with CivicPlus for CivicRec Cloud Service.

In December of 2018, the County entered into an agreement with CivicPlus for CivicRec, a cloud software which allows Parks and Recreation to take online sports registrations as well as online payments, among other things. As is typical with most cloud software, the cost covers the licensing agreement which automatically renews every year. At the time CivicRec was implemented, the County's webmaster negotiated an exceptionally low price which was approximately 40% below the normal list price. However, the agreement was processed as a Department Head agreement under the County's Purchasing Code which only provides authority for contracts of one year or less.

Rather than requesting a new contract from the vendor which may jeopardize the deep discount previously negotiated, staff is now requesting that the Board ratify the attached agreement. County Counsel was consulted and concurred with the action.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has been using Civic Plus for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the County will not be able to pay CivicRec for monies due.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Civic RecProgram Agmt (PDF)

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

REF ID# 12677

Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Mariposa County, California ("Client") (referred to individually as "Party" and jointly as "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

I. **WHEREAS,** CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

II. **WHEREAS,** Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;

III. **WHEREAS,** Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work ("SOW") between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days' written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client's chosen government management platform and/or services, as defined in the SOW ("Project Development"), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a $5.00 convenience fee.
7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or $5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.
9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed $1,000 per CivicPlus resource per trip. CivicPlus shall notify

Attachment: Civic RecProgram Agmt (RES-2022-131 : Ratify an Agreement with CivicPlus for CivicRec Cloud Service)

Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").
11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.
13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.
15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.
20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under

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Attachment: Civic RecProgram Agmt (RES-2022-131 : Ratify an Agreement with CivicPlus for CivicRec Cloud Service)

Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.
23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:
    a. Any Addendum and/or Amendment to this Agreement signed by both Parties;
    b. Exhibit A - Statement(s) of Work;
    c. Service Agreement Sales Forms;
    d. Service Agreements previously executed between the Parties; and
    e. Custom Development / Retainer Agreement
28. In the event of conflict with an attachment to this Agreement, any addendum and/or amendment made to the main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.
29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

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Attachment: Civic RecProgram Agmt (RES-2022-131 : Ratify an Agreement with CivicPlus for CivicRec Cloud Service)

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client		**CivicPlus**	
By:	[signature]	By:	[signature]
Name:	Mike Healy	Name:	Jeff Logan
Title:	Dir Public Works	Title:	VP of Sales
Date:	12/27/18	Date:	12/28/18

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

APPROVED AS TO FORM:

[signature]
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: Civic RecProgram Agmt (RES-2022-131 : Ratify an Agreement with CivicPlus for CivicRec Cloud Service)

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Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	**CivicPlus**
By:	By:
Name: MIKE HEARN	Name:
Title: DIR. PUBLIC WORKS	Title:
Date: 12/21/22	Date:

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

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APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

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Attachment: Civic RecProgram Agmt (RES-2022-131 : Ratify an Agreement with CivicPlus for CivicRec Cloud Service)

Contract Information

Contact Information

Organization	Mariposa County	**URL**	www.mariposacounty.org
Street Address	P.O. Box 784		
Address 2			
City	Mariposa	**State** CA	**Postal Code** 95338

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone	Rene LaRoche (209)966-3222
Emergency Contact & Mobile Phone	April Hawley (209)966-2498
Emergency Contact & Mobile Phone	

Billing Contact	April Hawley	**E-Mail**	ahawley@mariposacounty.org
Phone	(209) 966-2498	**Ext.**	**Fax** (209) 966-8390
Billing Address	P.O. Box 732		
Address 2			
City	Mariposa	**ST** CA	**Postal Code** 95338
Tax ID #			**Sales Tax Exempt #**
Billing Terms	Annual		**Account Rep**
Info Required on Invoice (PO or Job #)			

Contract Contact	Mike Healy	**Email**	mhealy@mariposacounty.org
Phone	(209)966-5356	**Ext.**	**Fax**

Project Contact	Rene LaRoche	**Email**	rlaroche@mariposacounty.org
Phone	(209)966-3222	**Ext.**	**Fax**

Attachment: Civic RecProgram Agmt (RES-2022-131 : Ratify an Agreement with CivicPlus for CivicRec Cloud Service)

Exhibit A.1 - CivicRec SOW for **Mariposa County, CA**

Exhibit A.1 - CivicRec Statement of Work

All Quotes are in US Dollars and Valid through December 31, 2018

Project Implementation and Deployment • Setup of CivicRec Recreation Management Software • Project Coordination • Branded Public Portal • Help Center Access • Merchant account set-up, if desired • Up to 8 hours web-based training for up to 6 Client staff members • First Year Annual Services	**$6,750**
Total First Year Fees	$6,750
Second Year and Beyond Annual Services Fees (Includes Subscription, Support and Maintenance) *Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond*	**$4,500**

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work (SOW) is hereby attached.
2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total First Year Fees shall be invoiced as follows:
   a. Upon signing of this SOW – one half of the Total First Year Fees;
   b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total First Year Fees.
4. Renewal Term Annual Services Fees shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.
5. The Client's Annual Services Fees agreed upon herein are based on Client processing up to $30,000 of revenue per year ("Predicted Processing Volume"). Starting with the first renewal year of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
6. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided, as described in Addendum 1, and are not subject to withholding or off-set in any manner whatsoever, such amounts are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.
7. For the purposes of obtaining merchant account services through CP Pay, Client may utilize the designated merchant account for CivicRec through an integrated partnership with OpenEdge ("CP Pay Merchant"). In the event Client chooses CP Pay Merchant, Client will enter into a merchant account agreement with OpenEdge. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses CP Pay Merchant, CivicPlus will facilitate Client and CP Pay Merchant communication for contracting purposes and shall integrate the CP Pay Merchant account processor at no charge to Client. Client agrees to comply with all terms and conditions of the resulting merchant account

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Attachment: Civic RecProgram Agmt (RES-2022-131 : Ratify an Agreement with CivicPlus for CivicRec Cloud Service)

agreement and pay all fees required to maintain the services. If Client desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, an integration fee will be included in Client's implementation fees. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including CP Pay Merchant.

8. When Client uses CP Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CP Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client		**CivicPlus**	
By:		By:	
Name:	Mike Kelly	Name:	Jeff Logan
Title:	D1/2. Public Works	Title:	VP of Sales
Date:	12/27/18	Date:	12/28/18

APPROVED AS TO FORM:

Steven W. Dahlem

STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: Civic RecProgram Agmt (RES-2022-131 : Ratify an Agreement with CivicPlus for CivicRec Cloud Service)

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8. When Client uses CP Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CP Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

	Client	**CivicPlus**
By:	Mike Kelly	
Name:	Mike Kelly	
Title:	Dir. Public Works	
Date:	12/21/17	

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: Civic RecProgram Agmt (RES-2022-131 : Ratify an Agreement with CivicPlus for CivicRec Cloud Service)

Exhibit A.1 - CivicRec SOW for **Mariposa County, CA**

Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

- Access – CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus' online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
- Online Registration – The CivicPlus registration engine through which the Portal is accessed can be integrated with Client's website. CivicPlus will format a registration page to match the colors and theme of the rest of Client's website. Client would then display a link on its own page that would seamlessly redirect the user to a secure page on the CivicPlus server.
- Documentation - All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.
- Data Backups – CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.
- Enhancements – New features will be added to CivicRec throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- Client Support – CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.
- Data – In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

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MARIPOSA COUNTY

Public Works/Solid Waste · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-132

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Affirm the Notification of Intent to Comply with SB 1383 Regulatins

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a resolution affirming the Notification of Intent to Comply with SB 1383 regulations; and Authorize and Direct the Public Works Director to Submit the Notification to CalRecycle on its behalf.

California's Short Lived Climate Pollutant Reduction law (SB 1383) establishes methane reduction target for California, including a target to increase recovery by 20 percent of currently disposed edible food for human consumption by January 1, 2025.

To meet the mandated statewide goal, the law requires each jurisdiction in California to establish and monitor a robust food recovery program, which will strengthen the relationship between commercial edible food generators and food recovery organizations within their communities, requiring certain food businesses to send the maximum amount of edible food they would otherwise dispose to food recovery organizations.

SB 1383 requires jurisdictions in California to commence commercial edible food recovery programs on January 1, 2022. However, SB 619 currently allows local governments to come into compliance with SB 1383 regulations by January 1, 2023, without being subject to penalties by CalRecycle, if certain conditions are met. Jurisdictions that are struggling to implement the regulations due to the Covid-19 pandemic, and are facing continuing violations and administrative civil penalties, may submit to CalRecycle a Notification of Intent to Comply by March 1, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors adopted resolutions authorizing temporary waivers from regulatory requirements due to the Covid-19 pandemic.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action; the County will be subject to continuing violations and administrative civil penalties.

FINANCIAL IMPACT:
None

REF ID# 12663

ATTACHMENTS:
Res .Notice to Comply SB1383 (PDF)

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

RESOLUTION 2022-XXX

RESOLUTION AFFIRMING THE NOTIFICATION OF INTENT TO COMPLY WITH SB 1383 REGULATIONS

WHEREAS, CalRecycle, in consultation with the California Air Resources Board, has adopted regulatory requirements (Regulations), consistent with the mandate of Senate Bill 1383 (Lara, 2016), that are designed to achieve the organic waste reduction goals established in Section 39730.6 of the Health and Safety Code through a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025; and

WHEREAS Mariposa County is a local jurisdiction required to comply with the Regulations; and

WHEREAS Mariposa County is or expects to be facing continuing violations of the Regulations commencing during the 2022 calendar year; and

WHEREAS, Senate Bill 619 (Laird, 2021), through amendments to Section 42652.5 of the Public Resources Code (Statute), created a mechanism called a Notification of Intent to Comply through which a local jurisdiction may secure administrative civil penalty relief from any continuing violations of the Regulations for the 2022 calendar year and may be eligible for a broader and longer-term regulatory compliance path, including suspended administrative civil penalties, through a corrective action plan; and

WHEREAS Mariposa County is a local jurisdiction authorized by the Statute to submit a Notification of Intent to Comply for Cal Recycle approval; and

WHEREAS CalRecycle shall approve a Notification of Intent to Comply that is duly adopted by the jurisdiction by formal written resolution and meets the requirements of the Statute.

NOW THERFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County by and through its Solid Waste and Recycling Manager hereby formally adopts the Notification of Intent to Comply attached as Exhibit "A."

BE IT FURTHER RESOLVED that the Board of Supervisors of Mariposa County hereby authorizes and directs the Solid Waste and Recycling Manager**,** on its behalf, to submit the Notification of Intent to Comply attached as Exhibit "A" to Ca Recycle for approval pursuant to the Statute.

By submitting the Notification of Intent to Comply pursuant to and subject to the above referenced requirements, Mariposa County represents and certifies that it will implement the proposed actions to remedy the violations according to the proposed schedule as approved by CalRecycle and in accordance with the Statute and Regulations.

Mariposa County by and through its Solid Waste and Recycling Manager also acknowledges and agrees to comply with any maximum compliance deadline in any corrective action plan that CalRecycle, in its sole discretion, determines to be necessary and appropriate under the

Attachment: Res .Notice to Comply SB1383 (RES-2022-132 : Affirm the Notification of Intent to Comply with SB 1383 Regulatins)

circumstances for the correction of any violation(s) of the Statute and Regulations identified in its Notification of Intent to Comply.

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, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Res .Notice to Comply SB1383 (RES-2022-132 : Affirm the Notification of Intent to Comply with SB 1383 Regulatins)

Exhibit A

Notification of Intent to Comply

Attachment: Res .Notice to Comply SB1383 (RES-2022-132 : Affirm the Notification of Intent to Comply with SB 1383 Regulatins)

Notification of Intent to Comply

CalRecycle is providing this optional form as a convenience to assist jurisdictions (counties, cities, a county and city, or special districts providing solid waste collection services) for purposes of submitting a notification of intent to comply to CalRecycle [see Public Resources Code (PRC) section 42652.5(c)].

A jurisdiction may submit a notification of intent to comply if it is facing continuing violations of the Short-lived Climate Pollutants: Organic Waste Reductions requirements in Title 14 California Code of Regulations (14 CCR). The written notification of intent to comply, adopted by resolution of the jurisdiction's governing body, shall be sent to CalRecycle no later than **March 1, 2022,** to NOIC@CalRecycle.ca.gov.

A jurisdiction shall, at minimum, include the following in its notification:

1. A description, with specificity, of the continuing violations.
2. A detailed explanation of the reasons, supported by documentation, why the local jurisdiction is unable to comply.
3. A description of the impacts of the COVID-19 pandemic on compliance.
4. A description of the proposed actions the local jurisdiction will take to remedy the violations within the timelines established in 14 CCR section 18996.2 with a proposed schedule for doing so. The proposed actions shall be tailored to remedy the violations in a timely manner.

Upon approval by CalRecycle of a jurisdiction's notification and implementation of the intent to comply, a jurisdiction may be eligible for both of the following:

1. Administrative civil penalty relief for the 2022 calendar year pursuant to PRC section 42652.5(d).
2. A corrective action plan pursuant to 14 CCR section 18996.2.
    a. CalRecycle may address through a corrective action plan any violations disclosed in a jurisdiction's notification that will take more than 180 days to correct. In this situation, the proposed actions and schedule in the jurisdiction's approved notification will be in effect until a corrective action plan is issued.

CalRecycle will respond in writing to a jurisdiction within 45 business days of receiving its notification with an approval, disapproval, request for additional information, or timeline for a decision on approval or disapproval. CalRecycle will include details about why a jurisdiction did not meet the requirements for a Notification of Intent to Comply when disapproving the jurisdiction's notification.

Attachment: Res .Notice to Comply SB1383 (RES-2022-132 : Affirm the Notification of Intent to Comply with SB 1383 Regulatins)

Please clearly print or type responses. Attach additional pages as necessary.

Jurisdiction Name: Mariposa - Unincorporated	County: Mariposa
Person Completing the Form:	
First Name: Samuel	Last Name: Cerveny
Title: Solid Waste and Recycling Manager	
Mailing Address: 4639 Ben Hur Road	
City: Mariposa	Zip Code: 95338
Email Address: scerveny@mariposacounty.org	
Phone Number: 209.966.5165	

1. Select using the check boxes below or write in the continuing violations for each applicable regulatory section. For each selection, please describe the specific violations related to the regulatory section.

Example:

☒ (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services

i. Not implementing mandatory residential foodwaste collection for all residents. Note: City already provides mandatory greenwaste collection to all residents

ii. Not implementing mandatory commercial organics collection for all businesses under 2 cubic yards. Note: City already provides mandatory commercial organics collection to all businesses 2 cubic yard or more.

Disclaimer: The list of possible continuing violations below is not inclusive of all potential violations of the regulations.

(A) 14 CCR section 18984 Combined Organic Waste Collection Services. *This requirement is not included since the requirements are further specified in sections 18984.1-18984.11.*

☐ (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services
☐ (C) 14 CCR section 18984.2 Two-Container Organic Waste Collection Services
☐ (D) 14 CCR section 18984.3 Unsegregated Single Container Collection Services
☐ (E) 14 CCR section 18984.4 Recordkeeping Requirements for Compliance with Organic Waste Collection Services
☐ (F) 14 CCR section 18984.5 Container Contamination Minimization
☐ (G) 14 CCR section 18984.6 Recordkeeping Requirements for Container Contamination Minimization
☐ (H) 14 CCR section 18984.7 Container Color Requirements
☐ (I) 14 CCR section 18984.8 Container Labeling Requirements
☐ (J) 14 CCR section 18984.11 Waivers Granted by a Jurisdiction
☐ (K) 14 CCR section 18985.1. Organic Waste Recovery Education and Outreach.
☒ (L) 14 CCR section 18985.2. Edible Food Recovery Education and Outreach
☒ (M) 14 CCR section 18985.3. Recordkeeping Requirements for a Jurisdiction's Compliance with Education and Outreach Requirements
☐ (N) 14 CCR section 18988.1. Jurisdiction Approval of Haulers and Self-Haulers
☐ (O) 14 CCR section 18988.3. Self-haulers of Organic Waste
☐ (P) 14 CCR section 18988.4. Recordkeeping Requirements for Compliance with Jurisdiction Hauler Program
☐ (Q) 14 CCR section 18989.1. CALGreen Building Codes
☐ (R) 14 CCR section 18989.2 Model Water Efficient Landscape Ordinance

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- [x] (S) 14 CCR section 18991.1. Jurisdiction Edible Food Recovery Program
- [x] (T) 14 CCR section 18991.2. Recordkeeping Requirements for Jurisdiction Edible Food Recovery Program
- [ ] (U) 14 CCR section 18992.1. Organic Waste Recycling Capacity Planning
- [ ] (V) 14 CCR section 18992.2. Edible Food Recovery Capacity
- [ ] (W) 14 CCR section 18993.1. Recovered Organic Waste Product Procurement Target
- [ ] (X) 14 CCR section 18993.2. Recordkeeping Requirements for Recovered Organic Waste Procurement Target
- [ ] (Y) 14 CCR section 18993.3. Recycled Content Paper Procurement Requirements
- [ ] (Z) 14 CCR section 18993.4. Recordkeeping Requirements for Recycled Content Paper Procurement
- (AA) 14 CCR section 18994.2. Jurisdiction Annual Reporting
  Note: This requirement is not included since jurisdictions are still expected to report to CalRecycle.
- [ ] (BB) 14 CCR section 18995.1. Jurisdiction Inspection Requirements
  Note: Section 18995.1(a)(1) should not be included because a jurisdiction should already be completing this action due to the requirements of PRC Chapter 12.9 (commencing with Section 42649.8)
- [ ] (CC) 14 CCR section 18995.2. Implementation Record and Recordkeeping Requirements
- (DD) 14 CCR section 18995.3. Jurisdiction Investigation of Complaints of Alleged Violations
  Note: This requirement is not included since jurisdictions are still expected to investigate complaints.
- [ ] (EE) 14 CCR section 18995.4. Enforcement by a Jurisdiction

Use the check box(es) below to write in the continuing violations for any regulatory section(s) not reflected above and describe the specific violations related to the regulatory section.

Example:

- [x] (1) (Type regulatory section number) (Type regulatory section title)
  i. *Describe the specific violations related to the regulatory section*

- [ ] (1)
- [ ] (2)
- [ ] (3)
- [ ] (4)
- [ ] (5)

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2. A detailed explanation of the reasons why the jurisdiction is unable to comply, supported by documentation, if applicable. Please see the attached.
3. A description of the impacts of the COVID-19 pandemic on compliance. Please see the attached
4. Provide a description of the proposed actions the jurisdiction will take to remedy the violations with a proposed schedule for completing each action. The proposed actions shall be tailored to remedy the violations in a timely manner. See optional format below. Please see the attached.

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge.

Signature	Printed Name	Title	Date
----------	----------	----------	----------

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2. A detailed explanation of the reasons why the jurisdiction is unable to comply, supported by documentation, if applicable.

Mariposa County faces many challenges with the implementation of a viable Edible Food Recovery Program.

Mariposa County covers 1,449 square miles and has a population of 17,131. The County has an average population density of 11.8 people per square mile. There are two (2) identified Tier 1 Commercial Edible Food Generators in Mariposa County. The first is Pioneer Market which is located in the town of Mariposa. The second is Aramark/Yosemite Hospitality which is located in Yosemite National Park 45 miles from the town of Mariposa. Planning and coordination of the logistics necessary to collect edible food from the food service operations in the Yosemite National Park, maintain the food at a safe temperature, and distribute to people within or outside Mariposa County, especially during peak tourist season when traffic conditions can result in delays lasting several hours, has proven to be a difficult task.

Additionally, Aramark/Yosemite Hospitality has experienced significant operational changes during the COVID-19 pandemic. As the effects of the pandemic begin to wane, there may by additional operational changes and safety measures that reduce the types and quantities of edible food available for recovery organizations. These operational changes need to be identified prior to implementation of a plan to ensure reliable and cost-effective recovery of edible food.

Staffing both within the County and Tier 1 Commercial Edible Food Generators, see Item 3, has had a significant impact on the ability to conduct planning, outreach, and education activities.

3. A description of the impacts of the COVID-19 pandemic on compliance.

On May 26, 2020, the Mariposa County Board of Supervisors passed resolution 2020-275 (attached) which resulted in significant staff reductions throughout the County.

The Solid Waste and Recycling Division has experienced staff reductions through attrition. These positions have not been refilled as a measure to preserve the economic viability of the Solid Waste and Recycling Enterprise Fund. In FY2019, the Solid Waste and Recycling Division had a staff of fifteen (15) full-time and six (6) part-time employees. The staff was reduced to twelve (12) full-time and three (3) part-time employees in FY2020; and further reduced to ten (10) full-time and four (4) part-time employees in FY2021. The Solid Waste and Recycling ivision currently has nine (9) full-time employees and three (3) part-time employees.

Additionally, Aramark/Yosemite Hospitality has had significant staff reductions and turnover due to the closures and visitation limits affecting Yosemite National Park.

The aforementioned staff reductions throughout the County and at Aramark/Yosemite Hospitality have caused significant delays in planning efforts.

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4. Provide a description of the proposed actions the jurisdiction will take to remedy the violations with a proposed schedule for completing each action. The proposed actions shall be tailored to remedy the violations in a timely manner.

Regulatory Requirement: 14 CCR section 18985.2. Edible Food Recovery Education and Outreach **Description:** Identification and publication of food recovery organizations with the capacity to recover edible food throughout Mariposa County has not been completed.	
Action:	**Proposed Schedule:**
Identify and collect information on food recovery organizations both within and outside Mariposa County that can perform food collection operations throughout Mariposa County.	List to be compiled and published on County website by 7/1/2022.

Regulatory Requirement: 14 CCR section 18985.3. Recordkeeping Requirements for a Jurisdiction's Compliance with Education and Outreach Requirements **Description:** Education and outreach materials have not been developed and disseminated to affected entities.	
Action:	**Proposed Schedule:**
Mariposa County has applied for an SB 1383 Local Assistance Grant to fund a part-time position to assist with record keeping; public outreach and education; coordination of recovery efforts with other Departments within Mariposa County; and assisting food recovery organizations with program implementation.	Position to be filled by 5/1/2022.

Regulatory Requirement: 14 CCR section 18991.1. Jurisdiction Edible Food Recovery Program **Description:** Jurisdiction has not implemented an edible food recovery program.	
Action:	**Proposed Schedule:**
Mariposa County has applied for an SB 1383 Local Assistance Grant to fund a part-time position to assist with record keeping; public outreach and education; coordination of recovery efforts with other Departments within Mariposa County; and assisting food recovery organizations with program implementation.	Position to be filled by 5/1/2022.
Educate commercial edible food generators and increase access to food recovery organizations.	Education and outreach to begin by 7/1/2022.
Monitor commercial edible food generator compliance as required.	Compliance monitoring is scheduled to begin 9/1/2022

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Regulatory Requirement: 14 CCR section 18991.2. Recordkeeping Requirements for Jurisdiction Edible Food Recovery Program **Description:** Required documentation of jurisdiction's edible food recovery program have not been generated.	
Action:	**Proposed Schedule:**
Mariposa County has applied for an SB 1383 Local Assistance Grant to fund a part-time position to assist with record keeping; public outreach and education; coordination of recovery efforts with other Departments within Mariposa County; and assisting food recovery organizations with program implementation.	Position to be filled by 5/1/2022.
Complete all required implementation actions and ensure documentation has been filed in the jurisdiction's implementation record.	Initial implementation records shall be completed and filed by 9/1/2022.

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MARIPOSA COUNTY

Human Resources · (209) 742-1379

RESOLUTION - ACTION REQUESTED 2020-275

MEETING: May 26, 2020

TO: The Board of Supervisors

FROM: Kimberly Williams, Human Resources Director

RE: Approve a Voluntary Severance Program

RECOMMENDATION AND JUSTIFICATION:
Approve a Voluntary Severance Program for eligible employees together with the Program Waiver and Release Agreement.

Mariposa County is confronted with serious fiscal constraints as a result of the shelter-in-place order due to the coronavirus. The County is undertaking organizational reviews to optimize the efficiency of operational functions. One response to these challenges is the adoption of a Voluntary Severance Program (VSP) for qualified employees. Voluntary separations under the VSP are intended to achieve specific institutional objectives: 1) reduction in salary/wage and benefit costs and 2) redirecting positions to focus on higher priorities. Voluntary separations under the VSP may also assist in avoiding or minimizing future involuntary terminations due to reductions in personnel.

The VSP offers monetary incentives for an eligible employee to separate their employment earlier than planned. An eligible employee is defined as a benefited full-time or permanent part-time employee with the County.

Incentives include: two months of pay (excluding stipends or other special payments), or $1000 per every year of employment with Mariposa County, whichever is greater; 100% of vacation leave as of the employee's last day; 50% of the employee's sick leave balance as of the employee's last day capped at 80 hours; 50% of management Administrative Leave (if applicable); $1,200 "credit" to use towards COBRA medical, dental and/or vision insurance (if employee does not elect COBRA medical, dental and/or vision, the employee will not receive the credit). Incentives can either be paid in cash or deposited into an employee's 457 deferred compensation plan.

Applications to apply for the VSP will be taken for the period of June 1, 2020 through July 16, 2020 and eligible employees are required to separate on or before July 16, 2020.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has not previously approved a similar plan in the past.

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Resolution - Action Requested 2020-275

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would result in no early separation incentive offers; other alternatives would have to be found to address the County's fiscal constraints.

FINANCIAL IMPACT:
It is anticipated there will be an overall reduction in salary and benefit costs; savings won't be realized until eligible employees apply and eventually separate from County employment.

ATTACHMENTS:
Voluntary Severance Program (PDF)
Voluntary Severance Program Release and Application (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

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VOLUNTARY SEVERANCE PROGRAM

INTRODUCTION

The County of Mariposa ("County") is confronted with serious fiscal constraints and is undertaking organizational reviews to optimize the efficiency of operational functions. The Voluntary Severance Program ("VSP") is a voluntary process that offers all benefited employees a severance package to resign no later than July 16, 2020 as an integral part of an overall budget reduction. **The application must be filed between June 1, 2020 and July 16, 2020 with no applications being accepted after that date.** No penalty is imposed to any employee that elects not to participate in the program.

Voluntary separations under the VSP are intended to achieve the following specific institutional objectives: 1) reduction in salary, compensation, and benefit costs; and 2) redirecting vacated positions to focus on higher priorities. Voluntary separations under the VSP may also assist in avoiding or minimizing future involuntary terminations should available funding require reductions in personnel.

GENERAL DESCRIPTION

The VSP is a one-time opportunity for eligible employees to apply for separation and enter retirement, other employment or non-employment at an earlier date than might otherwise have been planned. VSP participants will be required to sign a Voluntary Severance Program Waiver and Release Agreement ("Release Agreement") that contains a release of all employment rights and claims related to employment with the County. The Release Agreement is described later in this document, and will be provided to eligible employees for their consideration with this document. Following voluntary separation from the County, VSP participants will receive the benefits provided by this plan.

Participation in the VSP is completely voluntary. Applicants may revoke their application at any time up to seven (7) days after signing the Release Agreement. Please review the Release Agreement for a complete explanation of rights and obligations associated with the VSP. Eligible employees who decline to participate or who revoke an application and Release Agreement to participate will not be treated any differently than any other similarly situated employee.

Applications and Release Agreements for the VSP will be accepted for a limited period of time, starting June 1, 2020 and ending at 5:00 p.m. on July 16, 2020. Separations under the VSP are to be effective on or before July 16, 2020.

ELIGIBILITY

A participating employee must be currently employed in a permanent, benefited, full-time or permanent part-time position with the County. The County's Human Resources Department will review the VSP application to confirm the employee's eligibility to participate.

An employee who has already stated their intent to separate employment before the adoption of the VSP is not eligible to participate.

SEPARATION DATE

To participate in the VSP, an eligible employee must sign a Release Agreement that releases the County from all employment rights and claims, and must agree to separate from the County on or before July 16, 2020.

Benefits of Participation

Employees who elect to participate in the Voluntary Severance Program will receive the following benefits:

1. **Two (2) months of base pay, defined as the employee's hourly rate taken from the County's Grade and Step table excluding stipends or other special payments, or $1000 per every year of employment with Mariposa County, whichever is greater –** as a cash payment or into employee's Section 457 Deferred Compensation Plan.
2. **100% of vacation leave balance on your last day** – as a cash payment or into employee's Section 457 Deferred Compensation Plan.
3. **50% of sick leave balance, capped at 80 hours paid, as of your last day** – as a cash payment or into employee's Section 457 Deferred Compensation Plan.
4. **50% of management Administrative Leave (if applicable)** – as a cash payment or into employee's Section 457 Deferred Compensation Plan.
5. **$1,200 "credit"** to use towards COBRA medical, dental and/or vision insurance (if employee does not elect COBRA medical, dental and/or vision, the employee will not receive the credit). *This will be administered separately.*

Contributions to a deferred compensation plan may only be made up to the limits established by the IRS.

If an employee is retiring, all other applicable collectively bargained retirement benefits for which the VSP participant is eligible shall be granted.

VSP APPLICATION PROCEDURE

Eligible employees shall be provided a copy of this Program, which includes a Release Agreement, on or before June 1, 2020.

The application period for the VSP begins on June 1, 2020 and ends on July 16, 2020. Applications and Release Agreements submitted later than 5:00 p.m. on July 16, 2020 will not be eligible for participation.

To participate in the VSP, an eligible employee must complete and submit an application form and Release Agreement. When the application form is submitted and the Release Agreement is

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executed, the applicant is indicating a desire to voluntarily separate from the County in exchange for the VSP separation incentive benefit.

Applicants may revoke their application at any time up to seven (7) days after signing the Release Agreement. To revoke or withdraw a VSP application and Release Agreement, the applicant may send a notice of revocation to the County's Human Resources Department at dwass@mariposacounty.org. On the eighth (8th) day after signing the Release Agreement, the VSP application and Release Agreement is irrevocable and the County will be considered to have accepted and relied upon the resignation or retirement.

As indicated above, separations under the VSP will be effective on or before July 16, 2020.

SUBSEQUENT EMPLOYMENT
A VSP participant cannot be reemployed by the County in any seasonal or part-time position for six (6) months following his or her separation date.

A VSP participant cannot be reemployed by the County in any full-time regular position for five (5) years following his or her separation date.

REPRESENTATIONS CONTRARY TO THE VSP
No employee, director, executive, or agent of the County has the authority to alter, vary, or modify the terms of the VSP, except by means of a Board of Supervisors authorized written amendment to the VSP on file with the Human Resources Department. No verbal or written representations contrary to the terms of the VSP, Release Agreement, or any amendments shall be binding upon the County, unless approved in writing by the Board.

AMENDMENT AND TERMINATION
The County reserves the right to amend or terminate the VSP at any time. Notwithstanding the foregoing, no amendment of the VSP may reduce VSP payments or other considerations once a VSP Release Agreement is fully executed and the seven (7) day revocation period has expired.

NONDISCRIMINATION STATEMENT
The County will not engage in discrimination against any person because of age, color, disability, ethnicity, gender, gender identity, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status, and will comply with all federal and state nondiscrimination, equal employment laws and regulations.

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VOLUNTARY SEVERANCE PROGRAM WAIVER AND RELEASE AGREEMENT

This Voluntary Severance Program Waiver and Release Agreement ("Agreement") is entered into between _____ [Employee Name] ("Employee") and the County of Mariposa ("County") with respect to the following facts:

WHEREAS, the County is confronted with serious fiscal constraints and is undertaking organizational reviews to optimize the efficiency of operational functions; and

WHEREAS, in response to these fiscal constraints, the County wishes to adopt a Voluntary Severance Program ("VSP") for qualified employees; and

WHEREAS, the County Board of Supervisors met on May 26, 2020 and adopted a Voluntary Severance Program ("VSP") as part of Resolution No. _____; and

WHEREAS, on _____ [date] all County employees eligible to participate in the VSP received a "Voluntary Severance Program" document and "Voluntary Severance Program Application for Participation" from the County, which notified them of the County's adoption of the VSP, which offers employees who retire or resign on or before July 16, 2020 to receive the following incentive: the greater amount of either two (2) months of base pay, defined as the employee's hourly rate taken from the County's Grade and Step table excluding stipends or other special payments, or $1,000 per every completed year of employment with Mariposa County; 100% vacation; 50% of sick leave capped at 80 hours; 50% of management Administrative Leave if applicable; and $1,200 credit towards COBRA insurance if participating ("Incentive"); and

WHEREAS, Employee voluntarily desires to resign and/or retire in order to receive the Incentive; and

WHEREAS, Employee desires to release and waive, in exchange for the considerations referenced in this Agreement, any and all claims, demands, complaints, actions, charges of discrimination, litigation and causes of action, requests for information, or grievances, whether now known or unknown that arise from Employee's employment or separation from employment ("the claims") against the County or any of its members of the Board of Supervisors, officers, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches or attorneys ("the Releasees").

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. All of the recitals listed above are material provisions of this Agreement.

2. Employee releases the County and all of the Releasees from the claims that are based on facts that occurred up to the date he or she executes this Agreement. Employee agrees not to file or pursue, and agrees to withdraw or dismiss, with prejudice, any of the claims that he

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or she has filed against the County, or any of the Releasees, that are based upon facts that occurred up to the date he or she executes this Agreement. This Agreement extends to any such claims, filed in any state or federal court, with any administrative body, agency, board, commission, or entity whatsoever.

3. In exchange for this release of all claims described herein and as consideration for any and all injuries, damages, and/or attorneys' fees and costs or litigation costs that have arisen in any way from either his or her employment relationship with the County or the termination of that employment relationship, the County agrees to pay Employee the Incentive. The County agrees to pay the Incentive only if the Employee resigns or retires no later than July 16, 2020 and Employee executes this Agreement and returns it to the County within the timeframe noted in this Agreement AND the Employee does not exercise his or her right of revocation as noted below.

4. Employee freely and voluntarily agrees to resign from his or her employment effective no later than July 16, 2020. Employee represents that he or she has had adequate time to consider, freely and voluntarily, whether to resign from his or her employment with the County. Employee freely and voluntarily agrees that his or her signature on this document constitutes his or her commitment to resign. The County accepts and relies upon the Employee's resignation.

5. The "Voluntary Severance Program Application for Participation" form attached as Appendix B to this Agreement provides the benefit Incentives from which Employee may choose. The benefit options selected by Employee in Appendix B are incorporated by reference in this Agreement and shall constitute the complete Incentive to be paid to Employee. The resignation or retirement date stated on the "Voluntary Severance Program Application for Participation" form, which may not be later than July 16, 2020, shall be Employees' effective date of retirement or resignation.

6. Employee, his or her agents, assignees and successors hereby fully, irrevocably and unconditionally release and discharge the County and Releasees from any and all claims, actions, causes of action, judgments, liens, indebtedness, damages, obligations, losses, liabilities, costs, claim for attorney's fees or costs, and all other claims and rights of action of all kinds and descriptions, which they have or may have, whether known or unknown, suspected or unsuspected, which were raised or might have been raised, or arises out of, or is connected with Employee's employment and separation from employment.

7. Employee acknowledges that he or she enters into this Agreement voluntarily, and also expressly acknowledges that he or she has been informed of and is familiar with California Civil Code § 1542 which provides as follows:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the releases, which if known by him or her must have materially affected his or her settlement with the debtor.**

Employee expressly waives the provisions of California Civil Code § 1542, and further waives any rights he or she might have to invoke said provisions now or in the future with respect to the releases set out in this Agreement. Employee intends to fully, finally, and forever settle all

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claims, and hereby agrees to accept and assume the risk that any fact with respect to any matter in this Agreement may hereafter be found to be other than or different from the facts he or she believes at the time of this Agreement to be true, and agrees that this Agreement shall be and will remain effective notwithstanding any such differences in fact.

8. Employee hereby represents and warrants to the County that he or she has had adequate information concerning the relevant facts to make an informed decision and has, independently, and without reliance on the County, and based upon such information that he or she has deemed appropriate, made his or her own analysis and decision to enter into this Agreement.

9. The Employee acknowledges and understands that the County cannot foresee to any degree of certainty whether Employee's position will be eliminated or restructured now or in the future. The County does not represent that if the Employee does not accept this Agreement, the Employee will in fact be laid off nor does the County represent that if the Employee resigns or retires, the Employee's former position will not be filled by another individual.

10. Employee understands and expressly agrees that this Agreement shall bind and benefit his or her spouse, domestic partner, children, heirs, agents, attorneys, representatives, and assigns, if any.

11. Each party bears its own costs and attorneys' fees.

12. Waiver of rights or claims under Title 29 of the Code of the Laws of the United States of America, Chapter 14, entitled "Age Discrimination in Employment." Employee specifically acknowledges that pursuant to Title 29 of the U.S. Code §§ 621 *et seq* entitled "Age Discrimination in Employment": 1) it shall be unlawful for an employer to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such individual's age; 2) to limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of such individual's age; or 3) to reduce the wage rate of any employee in order to comply with said Chapter. Employee hereby acknowledges and agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that Employee has or may claim to have under the Age Discrimination in Employment Act ("ADEA") for acts or omissions up to the date he or she executes this Agreement. Employee acknowledges that:

a. The waiver/release is written in a manner calculated to be understood by Employee;
b. Employee is aware of and has been advised of Employee's rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims Employee may currently may have under the ADEA, OWBPA, or similar age discrimination laws;
c. Employee is entitled to a reasonable time of at least forty-five (45) days within which to review and consider this Agreement, and the waiver and release of any

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rights Employee may have under the ADEA, the OWBPA, or similar age discrimination laws, but Employee may, in the exercise of Employee's own discretion, sign or reject this Agreement at any time before the expiration of the forty-five (45) day period or she may expressly waive this forty-five (45) day review period;

d. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the date this Agreement takes effect;

e. Employee is hereby advised that Employee should consult with an attorney prior to executing this Agreement;

f. Employee shall have seven (7) days following the date of Employee's signature of this Agreement to revoke the Agreement by submitting a written revocation addressed to the County Human Resources Department at dwass@mariposacounty.org; and

g. This Agreement shall not be effective, unless and until the Effective Date, which is the date after which all of the following have occurred: this Agreement is executed by the County and by Employee and the seven (7) day revocation period set forth in the preceding paragraph has expired without receipt of any revocation.

13. This Agreement and Appendix A constitute a contract expressing the entire Agreement of the parties hereto. This Agreement shall supersede, and render null and void any and all prior agreements between the parties concerning the subject matter of this Agreement.

14. Employee represents that he or she has thoroughly discussed the terms of this Agreement with representative(s) of his or her own choosing, that he or she has carefully read and fully understands all of the provisions of this Agreement, and that he or she is voluntarily entering into this Agreement without coercion. Employee understands that the waiver he or she has made and the terms he or she has agreed to in the Agreement are knowing, conscious, and with the full appreciation that he or she is forever foreclosed from pursuing any of the rights so waived. No promise, inducement, or agreement not expressed in this Agreement has been made to Employee in connection with this Agreement.

15. This Agreement is executed and delivered in the State of California and the rights and obligations of the parties under the Agreement shall be construed and enforced in accordance with the laws of the State of California. Any litigation concerning this Agreement shall be venued in Mariposa County.

16. No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any preceding, concurrent or succeeding breach of the same or any other term or provision of this Agreement.

17. This Agreement, including Appendix A, is fully integrated and contains and constitutes the entire understanding and agreement between the parties to the Agreement with respect to Employee's Incentive and the settlement of any and all claims against the County. This Agreement cancels all previous oral and written negotiations, agreements, commitments, and writings.

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19. This Agreement shall be admissible in counterparts. All executed copies are duplicate originals and are equally admissible in evidence.

By: _____ Date: _____
Employee

By: _____ Date: _____
[Name]
[Title]

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APPENDIX A

The following describes the group of individuals eligible and ineligible for the incentive described in the VOLUNTARY SEVERANCE PROGRAM WAIVER AND RELEASE AGREEMENT.

Employees who are permanent and employed either full-time or permanent part-time and retire or resign on or before July 16, 2020. The Incentive shall consist of the greater amount of either two (2) months of base pay, defined as the employee's hourly rate taken from the County's Grade and Step table excluding stipends or other special payments, or $1,000 per every completed year of employment with Mariposa County; 100% vacation; 50% of sick leave capped at 80 hours; 50% of management Administrative Leave if applicable; and $1,200 credit towards COBRA insurance if participating.

All persons who are eligible for the Incentive Program have the option of accepting the Incentive no later than July 16, 2020. In order to accept this Agreement, the person must sign it and send it to the County Human Resources Department at dwass@mariposacounty.org no later than July 16, 2020. If an eligible person signs this Agreement, he or she has 7 days to revoke it. In order to revoke the Agreement, the person must send notice to the County Human Resources Department at dwass@mariposacounty.org no later than 7 days after signing this Agreement.

The County makes no representation that any classification **will** be laid off. There remains a possibility that the County may not have to lay off any classifications, or may lay off fewer classifications. The ability of the County to avoid layoffs depends on many unpredictable factors including the number, if any, of employees who accept this voluntary severance incentive program, State budget constraints, County revenue, and other factors. By accepting this Agreement, the Employee understands that his or her position or classification may not necessarily be eliminated or reduced now, or any time in the future.

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APPENDIX B

VOLUNTARY SEVERANCE PROGRAM
APPLICATION FOR PARTICIPATION

Employee Name _____ **Job title** _____ **Department** _____

Resignation date _____ **Will you be retiring upon resignation?** _____**Yes** _____**No**

I understand the voluntary severance monies will be a separate payment along with my last regular paycheck and paid on the normal last regular payday. **I elect to have my voluntary severance monies paid in the following manner:**

The greater amount of either two (2) months of base pay, defined as the employee's hourly rate taken from the County's Grade and Step table excluding stipends or other special payments, or $1,000 per every completed year of employment with Mariposa County: _____ Cash pay *or* _____ Deposit into 457 Deferred Comp Plan*

Vacation 100%: _____ Cash pay *or* _____ Deposit into 457 Deferred Comp Plan*

Sick Leave 50% (80 hrs max): _____ Cash pay *or* _____ Deposit into 457 Deferred Comp Plan*

Management Administrative Leave 50%: _____ Cash pay or _____ Deposit into 457 Deferred Comp Plan*

$1,200 credit towards COBRA insurance:
_____ Yes, I will be electing COBRA insurance coverage and will complete the required COBRA election form.
_____ No, I will not be electing COBRA and, therefore, waive the $1,200 credit.

_____ Direct deposit for final paycheck *or* _____ Mail my final paycheck (be sure County has current address)

***Complete a 457 Deferred Comp "Change Request Form" and attach it to this application. Contributions to a deferred compensation plans may only be made up to the limits established by the IRS. Any election to a deferred compensation plan that is directed to a 457 Deferred Compensation Plan will automatically be paid out in cash, subject to applicable withholdings.**

I understand that the County's Voluntary Severance Program is voluntary and I verify that I am making this request voluntarily and on my own. I further understand that this Voluntary Severance Program will be administered in accordance with policies and procedures established for this program and I have received and understand the terms of the program. I have read and understand the Voluntary Severance Program Waiver and Release. I further understand that in exchange for acceptance of my application for voluntary severance, I am required to maintain a satisfactory performance in my position. Failure to do so may result in discipline up to and including termination. I understand that I may revoke this agreement within seven (7) business days of signing it. *Revocation must be made in writing and received by the Human Resources Department no later than the close of business on the seventh (7th) day after I sign the agreement.*

Employee signature _____ **Date** _____

Application must be received in Human Resources no later than 5:00 p.m. on July 16, 2020.

Date received: _____ Processed by: _____

Attachment: Res .Notice to Comply SB1383 (RES-2022-132 : Affirm the Notification of Intent to Comply with SB 1383 Regulatins)

Mariposa County
Department of Public Works
Cost Accounting Management System
Employee Listing Report

Name	Job Class Name
BAKER, JAMES	MAINTENANCE WRKR III - SW
BAKER, RODRICK	MAINTENANCE WRKR I - SW
BOGUSCH, CHRISTINE	MAINTENANCE WRKR I - SW
BOOMER, JENNA	PT MAINTENANCE WORKER I - SW
CERVENY, SAM	SOLID WASTE/RECYC MGR
COOKE, NICHOLAS	PT MAINTENANCE WORKER I - SW
CORDOVA, JOSEPH	PT MAINTENANCE WORKER I - SW
CRAWFORD, JAI	MAINTENANCE WRKR II - SW
CRUMP, DEMETRICE	MAINTENANCE WRKR III - SW
DANIEL, BOBBY	MAINTENANCE WRKR III - SW
DOBBS, CASEY	PT MAINTENANCE WORKER I - SW
DOMINGUEZ, ANGELA	Account Clerk I
FELIX, DANA	MAINTENANCE WRKR II - SW
GLEASON, MILES MICHAEL	MAINTENANCE WRKR II - SW
JAY, MARK	MAINTENANCE WRKR I - SW
JAY, NOEL	MAINTENANCE WRKR I - SW
JONES, CALVIN	PW SUPERINTENDENT
MC CORMICK, JASON	MAINTENANCE WRKR I - SW
REISS, ROBERT	PT MAINTENANCE WORKER I - SW
STORTI, TODD	SOLID WASTE/RECYC MGR
SWIECKI, JEFF	MAINTENANCE WRKR I - SW
WEINMANN, KARL	PT MAINTENANCE WORKER I - SW

*** END OF REPORT ***

Attachment: Res .Notice to Comply SB1383 (RES-2022-132 : Affirm the Notification of Intent to Comply with SB 1383 Regulatins)

Mariposa County
Department of Public Works
Cost Accounting Management System
Employee Listing Report

Name	Job Class Name
ARMS, DOUGLAS	PT MAINTENANCE WORKER I - SW
BOGUSCH, CHRISTINE	MAINTENANCE WRKR I - SW
CERVENY, SAM	SOLID WASTE/RECYC MGR
CORDOVA, JOSEPH	PT MAINTENANCE WORKER I - SW
CRAWFORD, JAI	MAINTENANCE WRKR II - SW
CRUMP, DEMETRICE	PW SUPERINTENDENT
DANIEL, BOBBY	MAINTENANCE WRKR III - SW
DOBBS, CASEY	PT MAINTENANCE WORKER I - SW
DOMINGUEZ, ANGELA	Account Clerk I
FELIX, DANA	MAINTENANCE WRKR II - SW
JAY, MARK	MAINTENANCE WRKR I - SW
JAY, NOEL	MAINTENANCE WRKR I - SW
JONES, CALVIN	PW SUPERINTENDENT
MC CORMICK, JASON	MAINTENANCE WRKR I - SW
SWIECKI, JEFF	MAINTENANCE WRKR I - SW

*** END OF REPORT ***

Attachment: Res .Notice to Comply SB1383 (RES-2022-132 : Affirm the Notification of Intent to Comply with SB 1383 Regulatins)

Mariposa County
Department of Public Works
Cost Accounting Management System
Employee Listing Report

Name	Job Class Name
ARMS, DOUGLAS	PT MAINTENANCE WORKER I - SW
BOGUSCH, CHRISTINE	MAINTENANCE WRKR I - SW
CERVENY, SAM	SOLID WASTE/RECYC MGR
CORDOVA, JOSEPH	PT MAINTENANCE WORKER I - SW
CRAWFORD, JAI	MAINTENANCE WRKR II - SW
CRUMP, DEMETRICE	PW SUPERINTENDENT
DANIEL, BOBBY	MAINTENANCE WRKR III - SW
DOBBS, CASEY	PT MAINTENANCE WORKER I - SW
FELIX, DANA	MAINTENANCE WRKR II - SW
JAY, MARK	MAINTENANCE WRKR II - SW
JAY, NOEL	MAINTENANCE WRKR I - SW
MC CORMICK, JASON	MAINTENANCE WRKR I - SW
McGINTY, Tim	PT MAINTENANCE WORKER I - SW
SWIECKI, JEFF	MAINTENANCE WRKR I - SW

*** END OF REPORT ***

Attachment: Res .Notice to Comply SB1383 (RES-2022-132 : Affirm the Notification of Intent to Comply with SB 1383 Regulatins)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-133

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000)

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Contract with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services Increasing the Amount Not Exceed $70,000 to $150,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The proposed budget for 2021-2022 fiscal year has been submitted with funding requested to support this agreement at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Sheriff's Office Coroner Division has contracted with the Stanislaus County Sheriff's Office Coroner Division for Forensic Pathology Services since 2007. The Stanislaus County Sheriff's Office Coroner Division has specially trained, experienced and competent staff to perform forensic pathology services with respect to post mortem examinations and autopsies of deceased persons.

The Mariposa County Sheriff's Office has been satisfied with the services received by the Stanislaus County Sheriff's Office and we appreciate the professional relationship we share.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Sheriff's Department will have to seek an alternative source for these services that may incur a higher cost.

FINANCIAL IMPACT:
None at this time.

ATTACHMENTS:
Stanislaus County Sheriff- 1st Amendment (PDF)
Stanislaus SO- Path (PDF)

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

FIRST AMENDMENT TO AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

Reference is MADE TO THE Agreement for Forensic Pathology Services effective July 1, 2021 by and between Stanislaus County for the benefit of its Sheriff's Department, Coroner's Division ("Contractor") and Mariposa County, ("County"), as amended.

Whereas, the Contractor and County wish to increase the total compensation under the existing contract due to increased need for Contractor's services. The County has requested an increase to the amount of total compensation due to the increased need for forensic pathology services provided by the Contractor.

WHEREAS, Section 17 of the agreement provides that the parties may modify the agreement by mutual consent in written form.

NOW, THEREFORE, the parties hereby agree as follows:

A. Paragraph 2 of Section B. Compensation of Exhibit A of the Agreement is amended to read as follows:

   2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed $150,000 including, without limitation, the cost of any subcontractors, consultants, experts and investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

B. All other terms and conditions of the Agreement shall remain in full force and effect.

   IN WITNESS WHEREOF, the parties of their duly authorized representatives have executed this First Amendment as of this_____.

Attachment: Stanislaus County Sheriff- 1st Amendment (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget

APPROVED AS TO CONTENT:

Sheriff's Department

By: _____

Jeff Dirkse

Sheriff-Coroner

COUNTY OF MARIPOSA

By: _____

Rosemarie Smallcombe

Chairman, Board of Supervisors

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

By: Robert J. Taro

Robert J. Taro

Assistant County Counsel

APPROVED AS TO FORM:

By: _____

Steven W. Dahlem

County Counsel

Attachment: Stanislaus County Sheriff- 1st Amendment (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-396

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: 2021 - 2022 FY Agreement for Forensic Pathology Services

RECOMMENDATION AND JUSTIFICATION:
Approve a One Year Agreement with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services in an Amount Not to Exceed $70,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County Sheriff's Office Coroner Division has contracted with the Stanislaus County Sheriff's Office Coroner Division for Forensic Pathology Services since 2007. The Stanislaus County Sheriff's Office Coroner Division has specially trained, experienced and competent staff to perform forensic pathology services with respect to post mortem examinations and autopsies of deceased persons.

The proposed budget for 2021-2022 fiscal year has been submitted with funding requested to support this agreement. The terms for the new contract remain the same as the previous contract.

The Mariposa County Sheriff's Office has been satisfied with the services received by the Stanislaus County Sheriff's Office and we appreciate the professional relationship we share.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved the past agreement that will expire on June 30, 2021 with the Stanislaus County Sheriff's Office Coroner's Division.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Sheriff's Department will have to seek an alternative source for these services that may incur a higher cost.

FINANCIAL IMPACT:
Funds for services have been requested in 2021-2022 proposed budget

ATTACHMENTS:
FY 21-22 Forensic Pathology Services (PDF)

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Rosemarie Smallcombe

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

This agreement is made and entered into this July 1, 2021, by and between Stanislaus County for the benefit of its Sheriffs Department, Coroner's Division ("Contractor"), and the Mariposa County Sheriff-Coroner, ("County") and Mariposa County for the benefit of its Sheriff's Office Coroner's Division.

INTRODUCTION

WHEREAS, County requires forensic pathology services with respect to postmortem examinations and autopsies of deceased persons, and Contractor has agreed to provide those services;

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK:

   1.1 The Contractor shall furnish to the County, those services and work set forth in Exhibit A, attached hereto and by reference incorporated herein.

   1.2 Services and work provided by Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. COMPENSATION:

   2.1 As sole consideration for the services rendered by Contractor, County shall pay Contractor pursuant to the provisions set forth in Exhibit A.

   2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

   2.3 County will not withhold any Federal or State income taxes, Social Security tax, Medi-Care tax or any other payroll tax or assessment from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

3. TERM:

3.1 The term of this Agreement shall be for the period beginning July 1, 2021 ending June 30, 2022, unless sooner terminated as provided below or unless some other method of time or termination is agreed upon by the parties.

3.2 In the event that either party to this Agreement shall fail to perform its obligations under this Agreement, any exhibits hereto, or any amendment, then this Agreement may be terminated at the end of ninety (90) day period which shall commence upon the date that written notice of failure to perform is mailed to the other party; provided, however that the Agreement can be reinstated if failure or performance is remedied to the satisfaction of both parties within said ninety (90) day period of time.

3.3 It is understood and agreed that the services of the board-certified forensic pathologist, approved by the Contractor will be utilized in the performance of services under this Agreement. If the Contractor is unable to provide such a board certified forensic pathologist, said event shall constitute a failure of performance of this Agreement requiring implementation of the provisions of Section 3.2 of this Agreement and the County shall be free to Contract for such services as it deems necessary in its sole discretion and shall reduce compensation to Contractor in an amount equal to the actual cost of obtaining such service.

3.4 It is mutually agreed that if County, during any fiscal year covered by this Agreement, fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI, Section 18.

4. WORK SCHEDULE:

Contractor's obligation is to perform in a timely manner the services and work identified in Exhibit "A." It is understood by Contractor that the performance of Services and work will require a varied schedule with hours and times for completion of said services to be set by Contractor.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS:

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the terms of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to

driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.:

Contractor will provide facilities for the performance of forensic pathology services in a manner commensurate with general standards established by pathologists in practice throughout the United States of America. Contractor will also provide dictation equipment and services compatible with transcription equipment of Contractor. County will provide, at its own expense, personnel adequate to assist Contractor in acquiring cause of death and transferring decedents to Contractor's location.

7. WORKER'S COMPENSATION:

Contractor shall provide Worker's Compensation insurance coverage in the legally required amount for all of Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code and warrants that Contractor has complied and will comply during the term of this agreement with all applicable provisions of the California Labor Code with regard to its employees.

8. STATUS OF CONTRACTOR:

8.1 All acts of Contractor, its agents, officers, employees, and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of the Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

8.2 Contractor, its agents, officers, and employees are, and at all times during the term of this agreement shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor pursuant to this Agreement. Contractor shall be responsible to the County only for the

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. During the term of this Agreement, Contractor is permitted to provide the same services to others as Contractor provides to County hereunder. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based on upon any contention by any third party that an employee-employer relationship exists by reason of this Agreement.

9. LIABILITY AND INDEMNIFICATION:

9.1 Contractor's Obligation Contractor, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any County officer or employee performing services hereunder for County, nor for the direct payment of compensation or indemnity to any County officer or employee for any injury to or illness of such officer or employee arising out of their employment by County, and Contractor, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of County, nor of any officer or employee thereof, or property of County, and Contractor shall hold harmless, defend and indemnify County, its officers

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of Contractor, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

9.2 County's Obligation. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of Contractor, nor of any officer or employee thereof, or property of Contractor, and County shall hold harmless, defend and indemnify Contractor, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

10. RECORD AUDIT:

10.1. Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connect with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes the handwriting, typewriting, printing, photostatic, photographing, any every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making an audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION:

11.1. During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal,

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

state, or local law, rule, or regulation against any employee, applicant for employment, or person receiving services under this agreement because of face, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, or sex. Contractor and its agents, officers, any employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. Contractor further agrees to abide by the County's nondiscrimination policy.

12. ASSIGNMENT:

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT:

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement 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 terns of this Agreement unless this Agreement is modified as provided below.

14. NOTICE:

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the tern of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

For Contractor:
Lt Richard Gonzales
Chief Deputy Coroner
Stanislaus County Sheriff's Department
Coroner Division
921 Oakdale Road
Modesto, CA 95355
(209) 567-4480

For County:
Sterling Cramer
Undersheriff
Mariposa County Sheriff's Department
5099 Old Highway N
Mariposa, CA 95338
(209) 966-3615

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

15. CONFLICTS:

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY:

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. NON-APPROPRIATIONS AND DEBT LIMITATION CLAUSE:

In the event County is unable to obtain funding for any year during the term of this Agreement, County shall have the right to terminate this Agreement at the conclusion of the current year and shall not be obligated to provide any additional performance under the Agreement. To the extent that any remedy provided for in the Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to a county, Contractor waives any and all right to such remedy.

19. ENTIRE AGREEMENT:

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

20. ADVICE OF ATTORNEY:

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

21. CONSTRUCTION:

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

22. GOVERNING LAW AND VENUE:

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

APPROVED AS TO CONTENT:
Sheriff's Department

By: _____
Jeff Dirkse
Sheriff-Coroner

COUNTY OF MARIPOSA

By: _____
Marshall Long
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: _____
Robert J. Taro
Assistant County Counsel

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
County Counsel

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

EXHIBIT A

A. SCOPE OF WORK:

1. Contractor shall provide postmortem examinations and autopsies of decedents in cases of death which County's Coroner is required by law to conduct an inquiry into the cause and manner of death.

2. Contractor shall provide one (1) on-call Deputy Sheriff-Coroner to provide access to the Coroner's Facility outside of normal business hours. For purposes of this agreement, "normal business hours" shall be Monday through Friday from 8:00 a.m. to 5:00 p.m.

3. Contractor will provide all expert witness appearances required by Mariposa County on cases arising out of the performance of the aforementioned professional services.

4. Contractor shall provide additional services as requested by County, which may include inspection of medical records, discussion with decedent's physician and/or family, and other services as may be required by the Coroner to determine the cause and manner of death.

5. Cause of death may be determined by medical examination and blood analysis without dissection when Contractor determines that such examination and analysis is sufficient to determine the cause of death for the County's purposes.

6. Upon the concurrence of both Contractor and Mariposa County, if it is determined that a medical examination will satisfy the obligation of the County to conduct an inquiry into the cause and manner of death, then a medical examination may be substituted for an autopsy.

7. Contractor shall perform an autopsy of a deceased person when an autopsy is required in the opinion of Contractor upon consultation with the Forensic Pathologist. Said autopsies may include gross dissection, microscopic examination, and toxicological examination as determined necessary by Contractor and shall also include all additional protocols required by law.

8. Contractor shall provide written reports, for autopsies and medical examinations, to the County, in a timely manner. It is understood and agreed that Contractor will provide transcription services as necessary for the preparation of said reports at Contractor's expense. Contractor will incur responsibility for any and all costs incurred in connection with toxicology and laboratory tests and will contract independently for such services. (Outside services should be billed directly to the County).

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

9. Autopsies shall be conducted at such times as agreed upon by Contractor and Mariposa Coroner, but in every case as soon as practicable. Postmortem examinations, autopsies of decedents and reports pertaining to them shall be consistent with the facilities available to Contractor and the general standards established by pathologists in practice throughout the State of California.

10. County shall furnish, at his own expense, transportation to the place where a postmortem examination or autopsy is to be conducted.

11. Contractor may employ at his own expense and with the concurrence of the Sheriff-Coroner, physicians qualified by training and licensure to perform pathology services as deemed necessary to meet the needs of the County. Contractor agrees to allow the Sheriff-Coroner to perform pathology service on behalf of the County.

12. County may request Rapid DNA analysis and shall be financially responsible for the associated costs of each DNA sample provided.

13. County may request forensic dental identification and shall be financially responsible for any costs associated with post-mortem forensic dental examination.

B. COMPENSATION:

County agrees to pay Contractor and Contractor agrees to accept compensation for the services provided to this agreement as follows:

1. $2,000 per autopsy for the first one hundred (100) autopsies per contract year; and $2,300 for each autopsy in excess of one hundred (100) autopsies per contract year.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed $70,000 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

3. $386.00 for each instance Contractor is requested to unlock the Coroner's facility during non-business hours, representing a 3-hour minimum charge to compensate the time of the on-call Deputy Sheriff-Coroner. Each additional hour in excess of three (3) shall be billed at a rate of $102 per hour.

4. $85.00 a day storage fee for all cases brought in for storage only, with a maximum fee of $425 per case.

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

5. Contractor shall be paid at the rate of $300 per hour for the time expended by Contractor in making court appearances when the District Attorney requires testimony from a physician assigned to a home base outside of the County of Stanislaus. When testimony is required, from a physician assigned to the County of Stanislaus, travel time will be compensated at the rate of $300 per hour.

6. Contractor shall be compensated at a rate of $800 per inspection or medical record review.

7. Contractor shall be compensated at a rate of $500 per Rapid DNA sample analysis with a minimum of two samples or $1,000 total minimum charges.

8. Contractor shall be compensation at a rate of $825 per case for forensic dental identification.

9. Said compensation shall be paid in monthly installments. Contractor shall submit a statement for reimbursement of professional services on a monthly basis to the Sheriff of Mariposa County. County will make payment to Contractor upon approval of said statement not later than thirty (30) days from the date of receipt of the statement of services provided by Contractor.

Attachment: Stanislaus SO- Path (RES-2022-133 : Approve Amended Contract with Stanislaus County Sheriff's Budget Action ($80,000))

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-134

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Resolution for Rene LaRoche Upon Her Retirement

RECOMMENDATION AND JUSTIFICATION:

Resolution Recognizing Rene LaRoche, Upon Her Retirement as Clerk of the Board (Board Chair)

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors typically recognizes retiring department heads.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize a department head.

ATTACHMENTS:
Rene LaRoche 2 (DOCX)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY RESOLUTION NUMBER 2020-
RECOGNIZING RENE LaROCHE FOR OVER 12 YEARS OF OUTSTANDING SERVICE TO THE COUNTY OF MARIPOSA

WHEREAS RENÉ LAROCHE began her career with Mariposa County in 2003 as an Eligibility Worker for Human Services, she left in 2004 to pursue new opportunities. She then returned as an Office Assistant in 2011 then promoted to Clerk of the Board of Supervisors in 2012; and

WHEREAS RENÉ introduced the concept and completed the process to implement the Board's desire to separate the Clerk of the Board function and make it a stand-along department; and

WHEREAS RENÉ was passionate about maintaining and providing access to the County's legislative records for the citizens of Mariposa County and preserved and digitized 120 years of historic minutes and ordinances which were placed online; and

WHEREAS RENÉ was dedicated to transparency for our public, dedicating much of her time being available for questions and concerns, keeping the County website and Facebook updated; and

WHEREAS RENÉ was the consummate team member who stepped in wherever needed, including providing technical assistance, preparing records retention schedules and Board items for other departments, authoring and presenting a Countywide Electronic/Digital Signature Policy on behalf of the County Administrative Officer, and spearheading the County's 2021 Redistricting Efforts; and

WHEREAS RENÉ was constantly in search of ways to make her office and County operations ever more efficient and instituted Minute Order Tracking, action minutes, new board member handbook, Board Chair handbook, updating procedures and processes, creating various flyers to assist new employees as well as the public navigate board proceedings and procedures; and

WHEREAS RENÉ was the ring leader in overhauling the County's website which included ADA website compliance, employee intranet, new functions to meet demands and concerns of the public as well as ways for county employees to interact with the public as well as getting the overhaul at a discount with her talent for negotiating; and

WHEREAS, RENÉ wore many hats, she not only oversaw board proceedings, she was in charge of the Behavioral Health Board, Assessment Appeals Board, established the Web Governance Committee, on top of overseeing all other county committees, ensuring they followed the State Laws, By-Laws, Ordinances, or Resolutions that pertained to them: and

WHEREAS, RENÉ performed her duties diligently and in the utmost professional manner, working on committee policy, dissolving inactive committees, board member committee appointments, and most recently, resolving old issues of clarifying the purpose of the Airport Advisory Committee; and

WHEREAS RENÉ could often be seen during meeting breaks on the floor rounding up supervisors and will be forever known as the ultimate "cat herder"; and

WHEREAS, RENÉ helped navigate the Board and the public through a pandemic that heavily impacted the citizens of Mariposa County, with her leadership her team focused their energy on maintaining public outreach and ensuring the public had the resources needed to participate in County business and continue to have their voices heard; and

WHEREAS, RENÉ was responsible for hosting County Government Month in which Mariposa County School aged children participated in different contests based on age, **RENÉ** kept this event fun for all ages and secured excellent prizes for contest winners; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby recognizes **RENÉ LAROCHE** for her outstanding service with the Mariposa County Clerk of the Board's Office and expresses sincerest wishes for her happiness and success.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 22nd day of February 2022, by unanimous vote.

_____
ROSEMARIE SMALLCOMBE, District I Supervisor

_____
WAYNE FORSYTHE, District IV Supervisor

_____
TOM SWEENEY, District II Supervisor

_____
MILES MENETREY, District V Supervisor

_____
MARSHALL LONG, District III Supervisor

Attachment: Rene LaRoche 2 (RES-2022-134 : Resolution for Rene LaRoche Upon Her Retirement)

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Re-Appointments (Historic Sites & Records Preservation Commission)

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Jeanetta Phillips, Ruth Sellers and Kathleen Leavitt to the Historic Sites and Records Preservation Commission for Terms to Expire February 28, 2025.

All have expressed interest in continuing to serve on this Commission.

There is currently 1 vacancy; the notice was recently updated.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Phillips was originally appointed May 8, 2007
Sellers was originally appointed February 8, 2018
Leavitt was originally appointed March 15, 2005

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This Commission meets monthly. Without membership appointments being made, the commission may not have adequate representation and it can be more difficult to get a quorum.

ATTACHMENTS:
Vacancy Notice (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 3/1/2022 9:00 AM

Mariposa County

SARAH WILLIAMS
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCY ON THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

One At Large vacancy currently exists on the Historic Sites and Records Preservation Commission.

The purpose of this Commission is to perform duties and responsibilities as set forth in Section 2.90.060 of the Mariposa County Code, including but not limited to:

- Maintaining a system for survey and inventory of historic properties.
- Overseeing the compiling, recording, and updating of information on cultural and historic resources within the county.
- Maintaining the official "Mariposa County List of Buildings or Structures, Sites and other Historical Resources with Special Historical or Architectural Significance".
- Publication of procedural rules for registering historic properties which are identified in the county historic and cultural resources survey program in the National Register of Historic Places in accordance with the requirements of the National Historic Preservation Act, section 101(c)(2).
- Reviewing all discretionary private development projects which may impact an historic or archaeological site in the county upon referral from the board of supervisors, planning commission, or a county department head.
- Reviewing all public projects undertaken by the county or other government agency which may impact an historic or archaeological site upon referral from the board of supervisors or a county department head.
- Reviewing county policies and ordinances which regulate or affect historic or archaeological sites and may make recommendations to the board on historic site preservation policies and ordinances.
- Review new names proposed for roads in the county-maintained system for historical significance and may make recommendations to the board of supervisors on the proposed road name.
- Evaluation of county records for measures to preserve such historical records.
- Recommendations to the board of supervisors measures designed to preserve and/or restore the integrity of historic buildings, structures, sites, and other historical resources.

Refer to Ordnance 1157 for complete description of duties and responsibilities.

The Commission is an advisory group to the Mariposa County Board of Supervisors. Appointment terms are for three years and expire the last day of February. Members shall have a demonstrated interest and/or knowledge of Mariposa County History and/or historic preservation.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line at: http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId= . Completed applications need to be sent to the Rene LaRoche, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338, or email: rlaroche@mariposacounty.org

Posting Locations for this notice:
Mariposa History Center
Northern Mariposa County History Center
Mariposa County Library
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Re-Notice Date:1/27/22

Deadline for Submission: Until filled

Attachment: Vacancy Notice (2022-16 : PAC Re-Appointments (Historic Sites & Records Preservation Commission))

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of LTC Chair 2022

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of a Commissioner to act as the 2022 Local Transportation Commission Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Commissioner Long was the Chair in 2021, and Commissioner Forsythe was the Vice-Chair.

The Commission normally selects the Chair and Vice-Chair at its first meeting of the year. This is the first 2022 meeting for the Local Transportation Commission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No selection will mean that the Commission will have to select an acting chair each time the Local Transportation Commission must meet.

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

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of LTC Vice-Chair 2022

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of a Commissioner to act as the 2022 Local Transportation Commission Vice-Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Commissioner Forsythe was the Vice-Chair in 2021.

The Commission normally selects the Chair and Vice-Chair at its first meeting of the year. This is the first 2022 meeting for the Local Transportation Commission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No selection will mean that the Commission will have to select an acting chair each time the Local Transportation Commission must meet.

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

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Authorize Advertising and Consultant Selection for RTP Update

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RECOMMENDED ACTION AND JUSTIFICATION:
Authorize Staff to issue a Request for Proposal (RFP) to retain a Consultant to Update the Mariposa County Regional Transportation Plan (RTP): and Authorize Local Transportation Commission (LTC) Chair to Sign Consulting Services Agreement (Subject to Approval as to Legal Form by County Counsel).

The RTP is a twenty-plus year plan that provides both short-range and long-range multi-modal transportation solutions. These solutions are identified for the County's highway, transit, non-motorized (pedestrian/bicycle), aviation, and goods movement transportation facilities.

The County is required by Caltrans to adopt or re-adopt the RTP every 5 years in order to receive funding for these types of projects.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 9, 2019, Resolution LTC 19-15, the Local Transportation Commission Approved the Final Regional Transportation Plan.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Delay or no action will result in being unable to meet the state requirements for submittal of an updated RTP.

FINANCIAL IMPACT:
This project does not impact the General Fund as it is funded by the Transportation Planning Overall Work Program, as part of Work Element One using Rural Planning Assistance (RPA) Funds.

ATTACHMENTS:
RTP - RFP (PDF)
2017 Final RTP (PDF)
Agreement Template (PDF)

Local Transportation Commission 2022-3

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

REQUEST FOR PROPOSALS

MARIPOSA COUNTY REGIONAL TRANSPORTATION PLAN (RTP) UPDATE

***Work Items to Include**:*

1. Review Current County Transportation Documents
2. Collect Additional Data Needed
3. Generate Draft Environmental Review of RTP
4. Generate Draft RTP Update
5. Generate Draft Negative Declaration Environmental Document of RTP
6. Present the Draft RTP in a Public Meeting Before the MCLTC
7. Collect Public Comments, Prepare Responses & Modifications to Draft RTP
8. Present Final RTP Update to MCLTC for Approval

DATE ISSUED:	**February 24, 2022**
PROPOSALS DUE:	**March 22, 2022 (2pm Tuesday)**
SUBMIT TO:	Mariposa County Public Works, Transportation Planning 4639 Ben Hur Road Mariposa, CA 95338
REFER QUESTIONS TO:	**Jeannie Morvay-Clayton, Transportation Planning**

Attachment: RTP - RFP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Mariposa County Regional Transportation Plan (RTP) Update

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Appendix

Regional Transportation Plan 2017 - 2042

Professional Services Agreement

Attachment: RTP - RFP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS
Mariposa County Regional Transportation Plan (RTP) Update

SECTION I – GENERAL INFORMATION

I-1. Request for Proposals

The County of Mariposa is requesting proposals from qualified firms to Update their current Regional Transportation Plan (RTP).

The RTP is a twenty-plus year plan that provides both short-range and long-range multi-modal transportation solutions. These solutions are identified for the County's highway, transit, non-motorized (pedestrian/bicycle), aviation, and goods movement transportation facilities.

Mariposa County under the guidance of the Mariposa County Local Transportation Commission (MCLTC) is required by Caltrans to adopt or re-adopt the RTP every 5 years in-order-to receive funding for these types of projects.

The Work items consist of:
(1) Review Current County Documents
(2) Collect Additional Data Needed
(3) Generate Draft Environmental Review of RTP
(4) Generate Draft RTP Update
(5) Generate Draft Negative Declaration Environmental Document of RTP
(6) Present the Draft RTP in a Public Meeting before the MCLTC
(7) Collect Public Comments, Prepare Responses & Modifications to Draft RTP
(8) Present Final RTP Update to MCLTC for Approval

The selected firm will be expected to provide all described services - either through “In-House” or through the-use-of sub-consultants. In any case, the consultant under contract with the County will be expected to manage the project and be the sole point of contact on all items in the contract.

Proposals will be due by **2:00 P.M. on March 22, 2022.** To be considered, the submittal must be delivered to the Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338. The County reserves the right to reject any or all Qualifications submitted.

During the evaluation process Mariposa County reserves the right, where it may serve the County’s best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of Mariposa County, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The County reserves the right to retain all Proposals submitted and to use any idea(s) included in a proposal regardless of whether that proposal is selected.

It is anticipated the selection of the firm will be completed by **April 4, 2022**. Following the notification of the selected firm, their fixed fee schedule will be reviewed by Public Works Department and compared to the in-house estimate for the expected

Attachment: RTP - RFP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

consulted fees. Negotiation may result. Once pricing has been made acceptable to all parties the project will be awarded and the contract will be written. The County retains the right to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The proposals also become the property of Mariposa County.

I-2. Tentative Project Milestones

Project Advertised – February 24, 2022
Proposals Due – March 22, 2022 by 2:00 PM Local Time
Proposal Scoring Due – April 4, 2022
Project Awarded – April 4 – April 11, 2022
Project Start - April 11, 2022

Phase 1 (Current FY 21/22 April – June 30, 2022)
Item #1 –Review Current County Documents
Item #2 –Collect Additional Data Needed

Phase 2 (FY 22/23 July 1, 2022 – June 30, 2023)
Item #3 –Generate Draft Environmental Review of RTP
Item #4 –Generate Draft RTP Update
Item $5 –Generate Draft Negative Declaration Environmental Document of RTP
Item #6 –Present the Draft RTP in a Public Meeting before the MCLTC

Phase 3 (Final FY 23/24 July 1, 2023 – March 31, 2024)
Item #7 –Collect Public Comments, Prepare Responses, & Modifications to Draft RTP
Item #8 – Present Final RTP Update to MCLTC for Approval

Project End – March 31, 2024

I-3. Official Contacts

Questions by phone or in writing regarding the scope of services or other RFP related questions must be directed to:

Jeannie Morvay-Clayton
Mariposa County Public Works, Transportation Planning
(209) 966-5356
E-mail: jclayton@mariposacounty.org

I-4. Proposals Due Date

Four (4) print plus one (1) digital copy of the Proposals must be delivered to the Mariposa County Department of Public Works, Transportation Planning. 4639 Ben Hur Road, Mariposa, CA 95338 no later than **March 22, 2022 at 2:00 P.M.** local time. Facsimile or electronically transmitted proposals **will not** be accepted. Late proposals will be kept by the County, but not considered for award. Proposals must be sealed and clearly addressed and marked with the RFP title.

Attachment: RTP - RFP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS
Mariposa County Regional Transportation Plan (RTP) Update

Any proposal may be withdrawn at any time before the "Proposals Due" date and time, by providing a written request for the withdrawal of the proposal to the County Transportation Planning Department. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the qualifier to file a new proposal.

I-5. Addenda

The County may modify the RFP at any time prior to the RFP due date. It is recommended that proposers periodically check with the Department of Public Works at (209) 966-5356, via email to the Transportation Planning Department at jclayton@mariposacounty.org, and on the County Web Page https://www.mariposacounty.org/987/Transportation-Planning for any posted addenda. Proposers who have submitted proposals prior to the due date will also be notified through their contact information provided with their proposal. Addenda will be numbered consecutively. Verbal modifications to the RFP specifications shall not be binding upon the County.

I-6. Irregularities

The County reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

I-7. Incurred Costs

The County is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

I-8 Equal Opportunity Policy for Consultants

Mariposa County requires all proposers to comply with Federal, State, Local Law and Ordinance with-regard-to equal opportunity practices that all programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation. Mariposa County does not require a business license.

SECTION II – PROPOSAL FORM AND CONTENT

II-1 Proposal Submittal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP, and should be easily reproducible. Emphasis will be on completeness and clarity of content and cost effectiveness of the proposal.

All pages of the proposal must be numbered consecutively. The proposal shall not be excessive but instead should be concise. The proposal must be organized in accordance with the list of proposal contents.

Attachment: RTP - RFP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS
Mariposa County Regional Transportation Plan (RTP) Update

II-2 Proposal Form and Content

Proposals should minimally include the following items. All items must fall within the maximum page count 25 pages double sided not counting résumés.

A. All proposals must include a cover letter addressed to Transportation Planning, 4639 Ben Hur Road, Mariposa, CA 95338 and signed by a duly constituted official legally authorized to bind the applicant to the proposal. The cover letter must include name, address, and telephone number of the proposer submitting the Proposal and the name, title, address, telephone number, FAX number and email address of the person, or persons to contact whom are authorized to represent the proposer and to whom correspondence should be directed.

B. Table of Contents
Include a clear identification of the item by section and by page number.

C. Executive Summary
The proposer may use this section to introduce the proposal or to summarize the key provisions of the Proposal.

D. Statement of Understanding
The proposer shall include a detailed statement of understanding of the project.

E. Project Team and Qualifications
This portion should include the name of the person who will be responsible for the management and administration of the Regional Transportation Plan (RTP) Update for the County with a résumé of that person's experience and qualifications, the names and résumés of their assigned staff, relevant technical experience, and the availability of staff for the services. After selection of a firm by the County, no substitution of key staff or sub-contractors may occur without the written approval of the County. Sub-consultants should be listed similarly.

1. A list of related, recent projects should be included with the name of the contact person and the telephone number for which the firm has recently or currently provides services under the scope of work.

2. Scope of Work: The firm shall describe the proposed work by task, including any tasks that had been performed by sub-contractors.

F. Similar Project Examples and References
The proposal should include a listing of public sector assignments that can support the proposer's abilities, to fulfill the services requested in this RFP. At a minimum, the listing should include project title, project location, project manager (with contact information), and range of project budget, and any other information that could be useful during the evaluation process.

Attachment: RTP - RFP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

G. Additional Information
Any other information that the proposer feels applicable to the evaluation of the proposal or their qualification for accomplishing the project should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

H. Fee Schedule
The project is funded through Mariposa County Local Transportation Commission (MCLTC) as part of the Overall Work Program. The Proposal's submittal should include a Cost Proposal that is separated into phases as follows:

Phases of Work - Schedule

Phase 1 (Current FY 21/22 April – June 30, 2022)
Item #1 – Review Current County Documents
Item #2 – Collect Additional Data Needed

Phase 2 (FY 22/23 July 1, 2022 – June 30, 2023)
Item #3 – Generate Draft Environmental Review of RTP
Item #4 – Generate Draft RTP Update
Item $5 – Generate Draft Negative Declaration Environmental Document of RTP
Item #6 – Present the Draft RTP in a Public Meeting before the MCLTC

Phase 3 (Final FY 23/24 July 1, 2023 – March 31, 2024)
Item #7 – Collect Public Comments, Prepare Responses & Modifications to Draft RTP
Item #8 – Present Final RTP Update to MCLTC for Approval

The contract for consultant services with the selected firm will include this phasing so that each phase is approved individually – according to the respective yearly funding amounts of the Overall Work Program (OWP) and Overall Work Program Agreement(s).

The Cost Proposal should be written in the format of FIXED FEE that includes each of the required work items. The work items can be further detailed according to the firm's understanding of the necessary elements.

SECTION III – BACKGROUND & SCOPE OF WORK

III-1. General Conditions

The County of Mariposa shall not be liable for any pre-contractual expenses incurred by the consultant, nor shall any firm include such expenses as part to the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the County.

The County reserves the right to withdraw this RFP at any time without prior notice and to reject any-and-all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firms best qualified and responsive in the opinion of the County.

Attachment: RTP - RFP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS
Mariposa County Regional Transportation Plan (RTP) Update

Proposals may, at the County's option, be rejected if they contain any alterations, additions, conditions, alternatives, are incomplete, or contain erasures or irregularities of any kind. The County reserves the right to reject any-and-all proposals. The County expressly reserves the right to postpone submittal opening for its convenience and to reject any-and-all submittals responding to this RFP.

The selected firm(s) must agree to indemnify, hold harmless and defend the county, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the County which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

The selected firm will be required to comply with all existing State and Federal labor laws including those applicable to equal opportunity employment provisions.

The County reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.

All responses to this RFP shall become the property of the County of Mariposa and will be retained or disposed of accordingly.

No amendments, additions or alternates shall be accepted after the submission date and time.

All documents and records developed by the selected firm in-the-course-of providing services for Mariposa County shall be the property of the County. Anything considered to be proprietary should be so designated by the firm.

Acceptance by the County of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter-into a contract for services.

The County reserves the right to issue a written notice to all participating firms of any change in the proposal submission schedule should the County determine, in its sole discretion, that such changes are necessary.

III-3. Scope of Work

To deliver Work Items that will allow the completion of the Regional Transportation Plan Update according to the established schedule. The work items consist of:

(1) Review Current County Documents
(2) Collect Additional Data Needed
(3) Generate Draft Environmental Review of RTP
(4) Generate Draft RTP Update
(5) Generate Draft Negative Declaration Environmental Document of RTP
(6) Present the Draft RTP in a Public Meeting before the MCLTC
(7) Collect Public Comments, Prepare Responses & Modifications to Draft RTP
(8) Present Final RTP Update to MCLTC for Approval

Attachment: RTP - RFP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Mariposa County Regional Transportation Plan (RTP) Update

The following document is being provided for the development of the firm's proposal, as follows:

- Regional Transportation Plan 2017 - 2042

The project, which is funded through Mariposa County Local Transportation Commission (MCLTC) as part of the Overall Work Program (OWP), will update the existing Regional Transportation Plan (RTP) adopted in July of 2019.

The update is planned to be completed by the selected firm no later than March 31, 2024.

III-4. Selection Procedure

The County intends to retain the selected firm evaluated to be the best qualified to perform the work for the County, cost and other factors considered. The County shall screen all applications and the top candidates may be selected for formal interviews. Proposals will be screened by a review panel of five representatives of Mariposa County. The panel will determine the firms selected for interview if interviews are deemed necessary.

In reviewing the proposals, each member of the review panel will carefully score the following criteria, based on a maximum score 100 points, where each of the (5) Items are scored 1 through 20. If formal interviews are invited, the review panel will rank the results of the interview in a succeeding order. The winner will be the firm at the top of the sequence.

- Does Firm demonstrate a comprehensive review/understanding of scope of work?
- Does the Firm and their sub-consultants have specific experience relative to this project?
- Does the Firm propose a well-organized and detailed response to the RFP?
- Does the Firm's proposal indicate an ability to think creatively and innovatively about the project and does it seem like they can effectively problem-solve to meet the established deadlines and deliver the required project?
- The extent to which previous clients have found the firm's services acceptable

The county will require the firm selected to maintain general liability, automobile, workers' compensations, and errors and omissions insurance. The selected firm or individual will also be required to maintain relevant business licensure. The contract will contain provisions requiring the selected firm to indemnify the County and provide that the Consultant is an independent contractor serving at the will of the County. Other required provisions include County Board of Supervisors right to terminate the agreement, at its sole discretion, upon the provision of notice.

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Mariposa County
Regional Transportation Plan

2017-2042

Mariposa County Local Transportation Commission

July 2019

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Mariposa County Local Transportation Commission

County Commissioners

Rosemarie Smallcombe	District 1
Merlin Jones	District 2
Marshall Long	District 3
Kevin Cann	District 4
Miles Menetrey	District 5

Staff

Mike Healy	Executive Director
Mark Dvorak	Transportation Planner

Consultants

FEHR & PEERS
Crawford & Bowen Planning

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1.0 EXECUTIVE SUMMARY

The 2017 Mariposa County Regional Transportation Plan (RTP) has been developed by the Mariposa County Local Transportation Commission (MCLTC) to document the transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years (2017-2042). This document is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. The 2017 update of the Mariposa County RTP reflects the latest project funding and planning assumptions, updates regional issues and policies, and updates performance measures for tracking plan progress. The Mariposa County RTP supports the California Transportation Plan (CTP) 2040 vision of a sustainable transportation system that encourages economic vitality, protects natural resources, promotes the health and well-being of all Californians, and meets people's needs equitably.

The Mariposa County Board of Supervisors serves as the local transportation commission for transportation related agenda items. The MCLTC is composed of five County supervisors representing the districts in the County. The MCLTC's mission is to coordinate with its partners and communities to optimize the existing and future transportation systems. The MCLTC promotes a dynamic view of planning within the County by encouraging and supporting a variety of planning projects and programs.

Population growth over the period of the plan is expected to be moderate, due to expected employment and demographic trends including an aging population; however, increasing tourism traffic, especially to Yosemite National Park, may add increasing demands on the roadway system. Emerging transportation technologies may change the way people travel in the long-term, but the automobile and the roadway system are expected to continue to be the dominant mode of transportation. Opportunities exist to improve roadway performance in several deficient locations, and stresses on the roadway system induced by climate change may add demands for investment in the roadway network in coming years.

The aging population of the county, as well as increasing desire in the general population for non-automotive transportation options, is likely to increase the demand for transit. The desire for non-automotive transportation options also points to needs for investing in bicycle facilities and sidewalks.

The passages of the federal Fixing America's Surface Transportation (FAST) Act and California Senate Bill (SB) 1 have improved the outlook for funding transportation maintenance and improvements in California. However, funding of the FAST Act beyond 2020 is unknown. Therefore, funding for investments in both automotive and non-automotive modes is likely to remain an issue.

The RTP contains the following chapters:

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1. **Executive Summary**: Provides an overview of the plan and its components.

2. **Introduction**: Describes why and how the plan was developed, the regional setting and key characteristics of Mariposa County and its population, and other trends likely to impact the future of transportation in Mariposa County. Key characteristics identified include a slow growth rate and an aging population.

3. **Policy Element**: Describes the key issues relevant to planning in Mariposa County, other plans that affect the development of the RTP, and public participation in the development of the plan. The policy element also describes issues affecting transportation planning in the County. These issues include:

   - Delays on state highways and local roads
   - Lack of ample parking within Mariposa activity centers and communities
   - Lack of bicycle and pedestrian paths, trails, and other facilities
   - Public desire for increased transit connections and more frequent service
   - Lack of private tour companies domiciled in Mariposa County
   - Lack of staging areas in Yosemite National Park
   - Lack of gateway and wayfinding signage

   The policy element also presents the goals, objectives, and performance measures for the plan. The following regional goals are identified:

   - Regional Goal 1: Enhance the lifestyle while maintaining the rural character of Mariposa County through an adequate, safe, efficient, and economically feasible regional transportation system.
   - Regional Goal 2: Develop a regional transportation system that is consistent and responsive to the social, cultural, economic and environmental needs of the county.
   - Regional Goal 3: Employ comprehensive planning in developing the county's regional transportation system, focusing on the circulation impacts associated with development of existing parcels and inter-regional trips.
   - Regional Goal 4: Implement system planning that includes a detailed assessment of interregional transit, bicycle, pedestrian, equestrian, parking, aviation, and freight transportation needs.

   Policies are then presented to achieve these goals.

4. **Action Element**: Identifies current conditions of each transportation mode and short- and long-term actions to address the needs of the transportation system and to meet the goals and objectives of the RTP. The Action Element addresses each of the following modes and topics:

   - Roadway Network
   - Public Transit

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- Bicycle and Pedestrian Facilities
- Aviation
- Goods Movement
- Intelligent Transportation Systems
- Transportation Systems Management
- Air Quality and Greenhouse Gases
- Transportation Safety and Security

5. **Financial Element:** Outlines the financial assumptions and forecasts of transportation costs and revenues necessary to implement the Action Element. The Financial Element presents a constrained funding scenario that includes revenue that is reasonably expected to be available from existing funding mechanisms over the horizon of the RTP, including projections of the future STIP and federal transportation funds. The Financial Element also summarizes funding programs available to Mariposa County.

This plan meets all the requirements for RTPs developed by regional transportation planning agencies, as shown in Appendix A.

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2.0 INTRODUCTION

2.1 PURPOSE

As the Regional Transportation Planning Agency (RTPA) for Mariposa County, the MCLTC is required by California State law to prepare, adopt, and submit an updated Regional Transportation Plan to the California Transportation Commission (CTC) and the California Department of Transportation (Caltrans) at least every five years. The purpose of this plan is to document Mariposa County's short-term (2017-2027) and long-term (2027-2042) regional transportation needs and set forth an effective, cost-feasible action plan to meet these needs. The RTP documents the policy direction, actions, and funding strategies designed to maintain and improve the regional transportation system. The RTP promotes a continuous, comprehensive, and cooperative transportation planning process that facilitates the efficient development and implementation of projects while maintaining Mariposa County's commitment to public health and environmental quality. The RTP is coordinated with the CTP as the CTP demonstrates how major metropolitan areas, rural areas, and state agencies can correlate planning efforts to achieve critical statewide goals. When developing the RTP, MCLTC worked to align with the goals, policies, strategies, and recommendations laid out in the CTP where applicable.

2.2 PROCESS

MCLTC is responsible for the preparation of the Mariposa County RTP and must ensure that all requirements of the RTP process are met. To do so, MCLTC completed the following steps:

1. MCLTC solicited public comment from the general public via a public meeting and an online survey.
2. MCLTC consulted Native American Tribal Organizations, Caltrans, other public agencies, and other groups to notify them of the RTP update and public meetings.
3. MCLTC reviewed the California Transportation Plan 2040, the Mariposa County General Plan, and other statewide and local plans to understand statewide and local goals relevant to development of the Mariposa County RTP.
4. MCLTC prepared a draft plan that included all of the required elements. The draft plan was made available to the parties identified above for comment.
5. MCLTC responded to comments and, as appropriate, included responses to comments in the final document.

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6. MCLTC prepared a Negative Declaration on the potential environmental effects of the adoption of the RTP in accordance with CEQA guidelines.
7. MCLTC adopted the RTP and the environmental documentation.

2.3 PUBLIC PARTICIPATION IN TRANSPORTATION PLANNING

The planning of the County transportation system is accomplished through the coordination of various governmental agencies, advisory committees, and public input. As part of the process to develop the RTP, the MCLTC Public Participation Plan, June 2010, was reviewed and used to guide the public participation process for the RTP. This plan is included in Appendix B.

2.3.1 GOVERNMENT PARTICIPATION

The following government agencies and groups were given the opportunity to contribute to development of the RTP:

- Mariposa County Local Transportation Commission, serving as the Regional Transportation Planning Agency
- Mariposa County Social Services Transportation Advisory Council
- Mariposa County Air Pollution Control District
- Caltrans
- California Air Resources Board
- U.S. Environmental Protection Agency
- Federal Highway Administration
- Federal Transit Administration
- US Forest Service
- Bureau of Land Management
- National Parks Service
- California Department of Fish and Wildlife
- United States Fish and Wildlife Service
- Mariposa Resource Conservation District
- Mariposa County Unified School District

2.3.2 CITIZEN PARTICIPATION

Every person in Mariposa County is affected by transportation. Therefore, public involvement is a major component of the transportation planning process. The MCLTC makes a concerted effort to solicit public

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input from all Mariposa County residents, including underrepresented groups, to transportation planning within Mariposa County. Specific examples include:

- A public workshop and open house were held at the Mariposa Government Center on March 7, 2019. The purpose of the meeting was to collect public input on transportation issues in the County. During the event, MCLTC and consultant staff talked to members of the public, solicited input through voting on priority posters and comment cards, and directed the public to the RTP project website to complete an online survey and stay connected to the RTP update. This process is further described in Section 3.3, Public Outreach. Appendix C provides further details of inputs received via the outreach events and online survey.
- MCLTC hosted a web page to keep the public informed during the RTP process. Planning documents, including the draft and final RTP, were posted to this site.
- Copies of the Draft RTP were made available for review at the Mariposa Public Library and on the project website.
- Press releases were sent to the media establishments announcing availability of the Draft RTP for review and comment and noting key findings.
- Public hearings were noticed in the local newspaper and held prior to adoption of the RTP and Regional Transportation Improvement Program.
- Notice of the Draft RTP was sent to the Mariposa County Chamber of Commerce.

2.3.3 NATIVE AMERICAN TRIBAL PARTICIPATION

The California Valley Miwok Tribe (CVMT) is a federally recognized tribe in San Joaquin County. Being a landless Miwok Tribe, CVMT oversees 10 counties, including Mariposa County. The tribe was contacted for consultation regarding the RTP development by email and telephone in February 2019, but no response was received.

The American Indian Council of Mariposa County, also known as the Southern Sierra Miwuk Nation, is a non-federally recognized tribe based in Mariposa County. The tribe was contacted for participation in the RTP development by email and telephone in February 2019, but no response was received.

2.4 REGIONAL SETTING

Mariposa County is located in the western foothills of the Sierra Nevada. It lies north of Fresno, east of Merced, and southeast of Stockton. Bordering counties include Stanislaus, Tuolumne, Madera, and Merced. A significant portion of Yosemite National Park lies within Mariposa County, including Yosemite Valley, which receives most park visitors (Figure 1).

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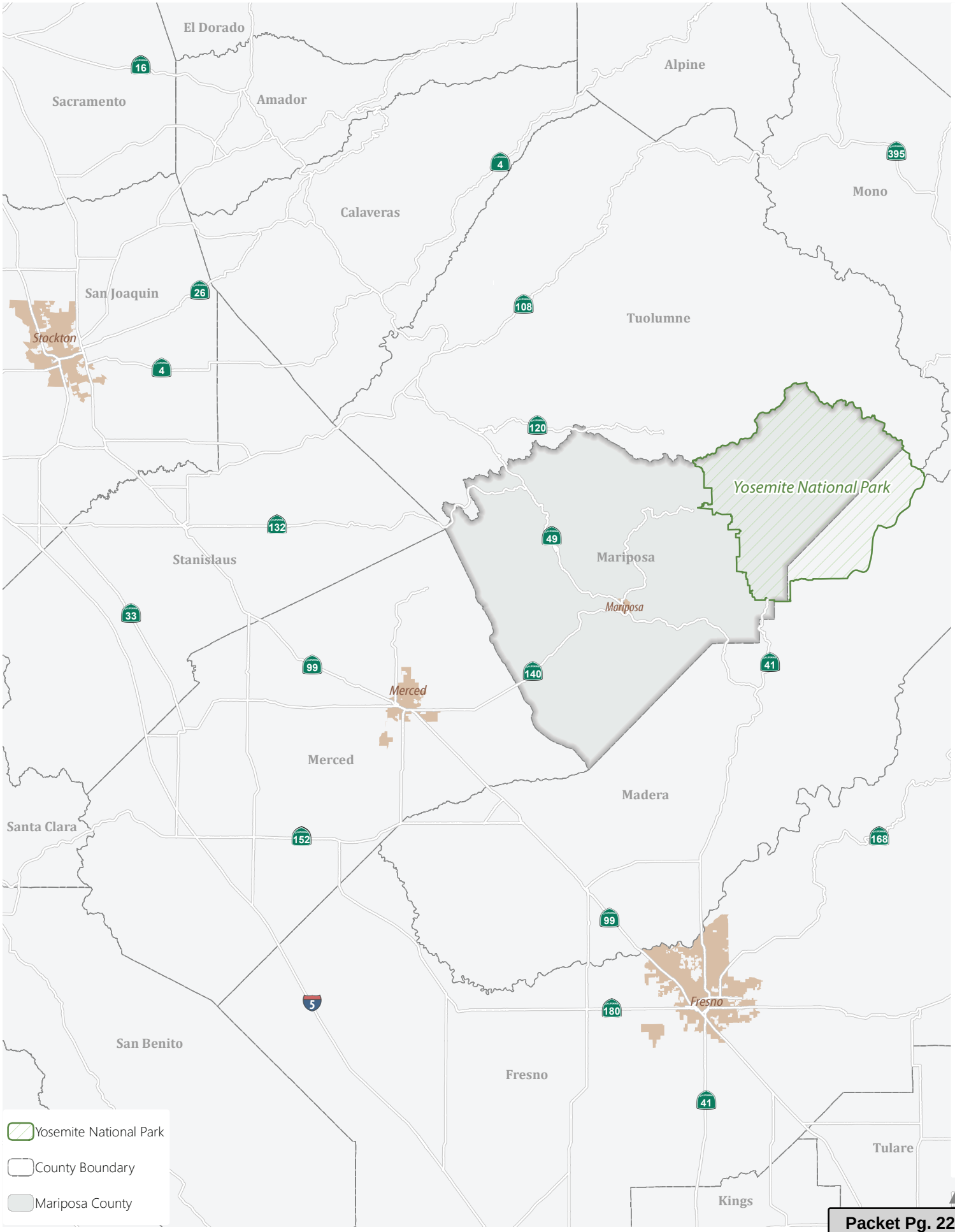
Figure 1: Regional Setting



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2.5 DEMOGRAPHICS

Transportation planning in Mariposa County is multifaceted and strives to balance the needs of multiple users including the local population, people with potentially special needs (e.g., elderly, disabled, and low income), recreational and tourism interests, and local industry workers.

2.5.1 POPULATION

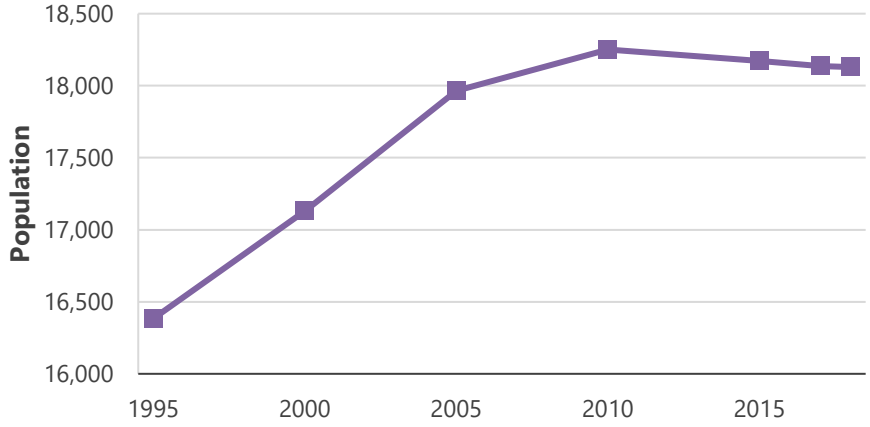
The total County population was estimated to be 18,129 in January 2018. Population has declined slightly since 2010, by about 0.7%. The historic and current distribution of population for the County is shown in Table 1 and Figure 2.

TABLE 1: MARIPOSA COUNTY POPULATION

Area of Residence	April 2010	January 2015	January 2016	January 2017	January 2018
Mariposa County	18,251	18,172	18,167	18,137	18,129

Source: California Department of Finance (DOF), Report E-4 Population Estimates for Cities, Counties, and the State, Sacramento, CA, January 2019.

FIGURE 2: MARIPOSA COUNTY POPULATION HISTORY



Source: State of California, Department of Finance, Report E-4, Historical Population Estimates for Cities, Counties, and the State, Sacramento, California, January 2019.

There are no incorporated cities in Mariposa County; however, there are three census-designated places (CDP) in the County (Figure 3), including Mariposa, the County seat. A CDP is a concentration of population identified by the U.S. Census Bureau for statistical purposes. CDPs are delineated for each decennial census as the statistical counterparts of incorporated places such as cities, towns, and villages. CDPs are populated

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areas that lack separate municipal government, but which otherwise physically resemble incorporated places. Table 2 shows the 2010 population for each CDP as reported in the 2010 Census.[1]

TABLE 2: CENSUS-DESIGNATED PLACES IN MARIPOSA COUNTY

CDP	2010 Population
Mariposa	2,173
Bootjack	960
Yosemite Valley	1,035
Source: 2010 U.S. Census.	

There are several other small communities in the County, including:

- Buck Meadows
- Catheys Valley
- Coulterville
- El Portal
- Fish Camp
- Greeley Hill
- Hornitos
- Midpines
- Wawona

[1] Data from the 2013-2017 ACS was also reviewed, but because margins of error were very large, the data are not included in this report.

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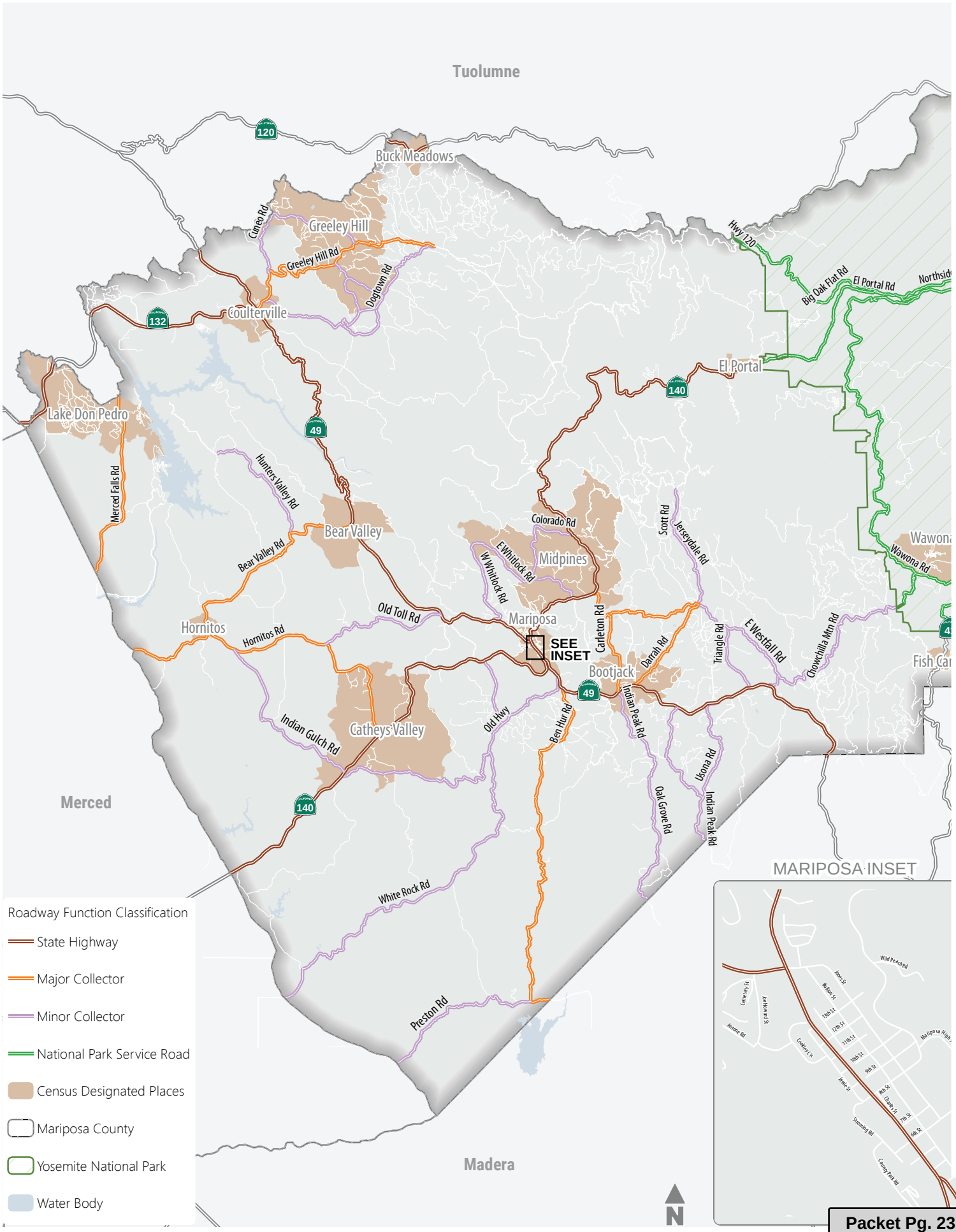
Figure 3: Population Centers and Roadway Networks



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2.5.2 AGE OF POPULATION

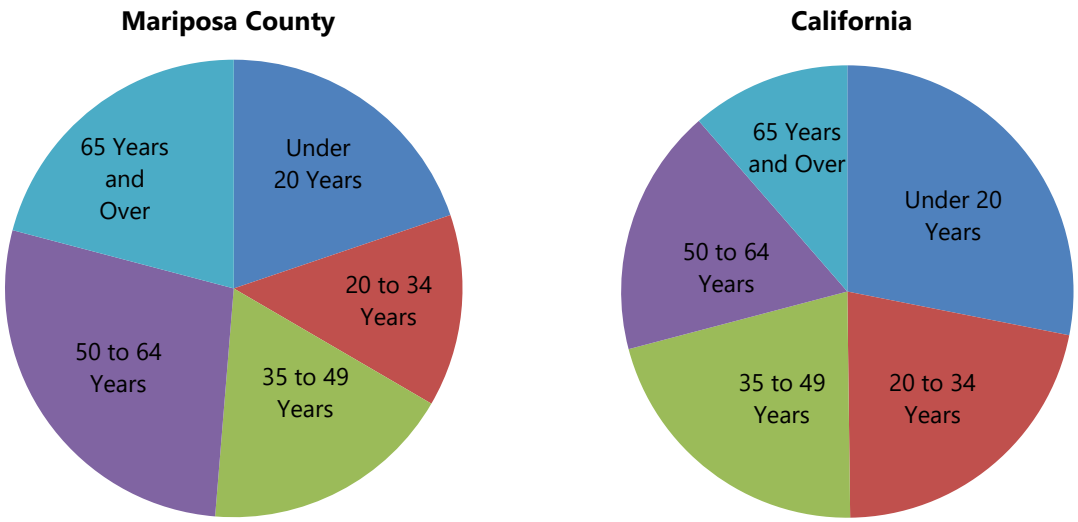
Based on 2010 Census data, a greater share of Mariposa County's population is over age 50 when compared to California as a whole. This data is presented in Table 3 and Figure 4. The median age in Mariposa County was 49.2 years, compared to 35.2 years for California as a whole (US Census Bureau, Profile of General Population and Housing Characteristics: 2010). As a population ages, the demand for alternative transportation modes to driving typically increases in most locations as people either elect to stop or can no longer drive automobiles.

TABLE 3: 2010 POPULATION ESTIMATES BY AGE

Area	Under 20 Years		20 to 34 Years		35 to 49 Years		50 to 64 Years		65 Years and Over		Total
	Persons	%	Persons	%	Persons	%	Persons	%	Persons	%	
Mariposa County	3,609	19.8	2,478	13.6	3,284	17.9	5,059	27.8	3,821	20.9	18,251
California	10,452,042	28.1	8,083,826	21.7	7,872,529	21.1	6,599,045	17.7	4,246,514	11.4	37,253,956

Source: US Census Bureau, Profile of General Population and Housing Characteristics: 2010

FIGURE 4: POPULATION BY AGE



Source: US Census Bureau, Age Groups and Sex: 2010.

2.5.3 POPULATION FORECASTS

As shown in Table 4 and Figure 5, the population of Mariposa County is projected to increase slowly over the horizon of this plan. As Mariposa County's population increases, additional demand will be placed on the existing transportation infrastructure. Therefore, the analysis contained in this RTP reviews the need for maintenance of existing facilities, as well as the need for new facilities. As the residents of Mariposa County

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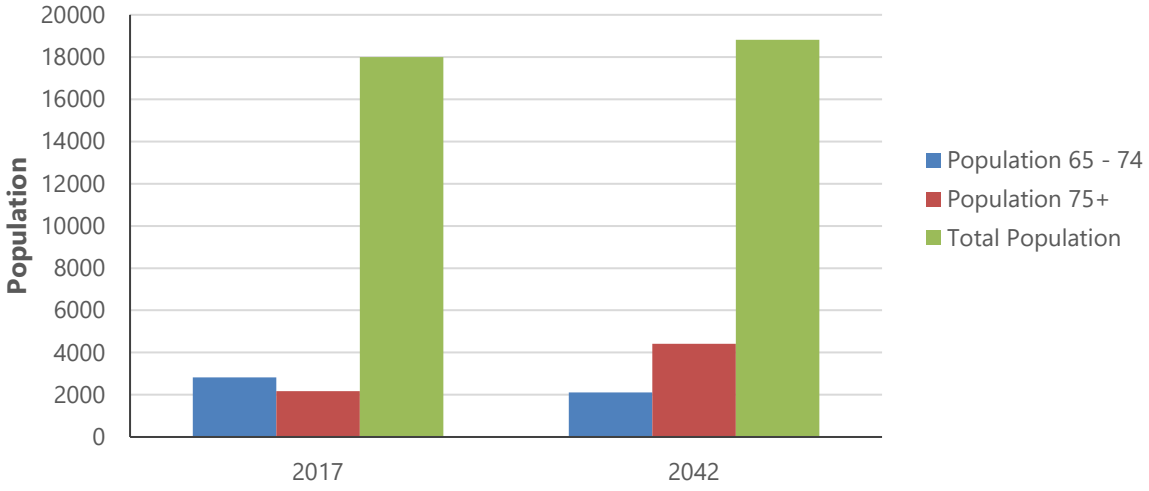
age, their need for services is likely to increase. Between 2017 and 2042, the senior population (over age 65) is anticipated to grow by approximately 31%. As persons age 65 and older are a major transit market, this suggests additional demand will be placed on fixed route transit and paratransit services over the plan period and highlights the need to address the long-term expansion of transit operating revenues.

TABLE 4: MARIPOSA COUNTY POPULATION PROJECTIONS

Year	Population	Population 65 years and older
2017	17,996	4,987
2027	18,276	6,516
2042	18,810	6,534

Sources: California Department of Finance (DOF), Report E-4 Population Estimates for Cities, Counties, and the State, Sacramento, CA, January 2019, California Department of Finance (DOF), Report P-2 County Population Projection (2010-2060).

FIGURE 5: MARIPOSA COUNTY PROJECTED POPULATION



Source: California Department of Finance Demographic Research Unit, 2019.

2.6 EMPLOYMENT

In 2018, 8,285 County residents 16 years of age and older were members of the labor force (Table 5). This represents approximately 53% of all residents 16 years and older. This share is a decrease from 2014 when the labor force was 8,868.

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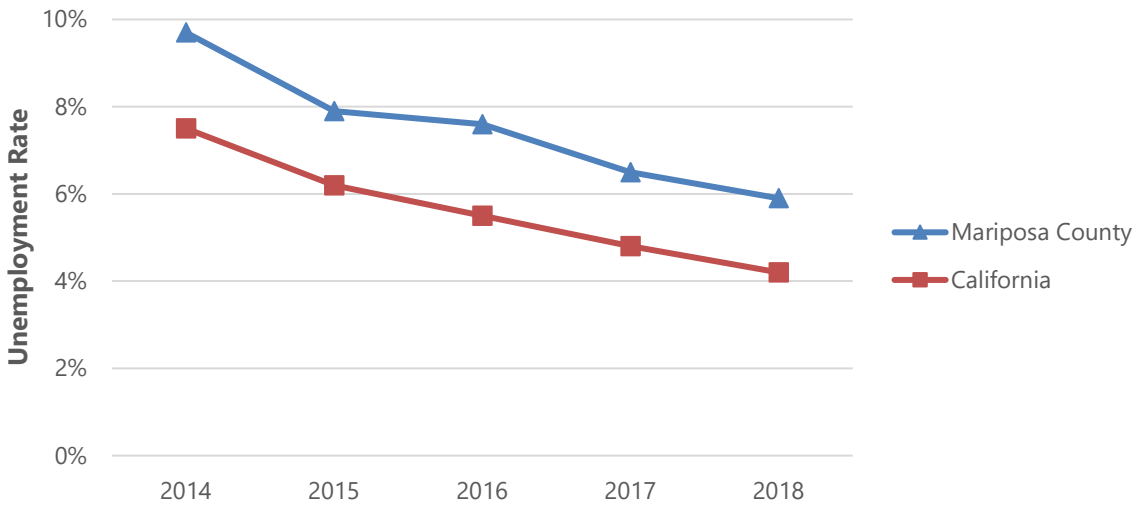
TABLE 5: LABOR FORCE								
Year	Mariposa County				California			
	Labor Force	Number Empl.	Number Unempl.	Unempl. Rate	Labor Force	Number Empl.	Number Unempl.	Unempl. Rate
2014	8,868	8,010	859	9.7%	18,758,400	17,351,208	1,407,067	7.5%
2015	8,762	8,073	691	7.9%	18,896,475	17,724,800	1,171,675	6.2%
2016	8,288	7,660	628	7.6%	19,093,642	18,048,833	1,044,842	5.5%
2017	8,337	7,793	541	6.5%	19,311,958	18,393,092	918,875	4.8%
2018	8,285	7,797	489	5.9%	19,445,858	18,634,617	811,233	4.2%
Source: California Employment Development Department (EDD) 2018								

Mariposa County's annual average unemployment in 2018 was reported at 5.9%. This is an improvement over 2014 when the County unemployment rate was 9.7%. This trend is depicted in Figure 6.

FIGURE 6: UNEMPLOYMENT RATE



Source: California Employment Development Department (EDD) 2018.

The November 2018 unemployment rate for Mariposa County was 8.1%. Table 6 shows the November 2018 Benchmark Monthly Labor Force Data for Mariposa County and the Mariposa CDP.

TABLE 6: MONTHLY LABOR FORCE DATA FOR NOVEMBER 2018			
Area	Labor Force	Employment	Unemployment Rate
Total Mariposa County	7,950	7,520	8.1%
Mariposa CDP	650	580	11.3%
Source: State of California November 2018 Labor Market Benchmark. Data not seasonally adjusted.			

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

2.6.1 JOB GROWTH

The job growth by industry between 2012 and 2017 is shown in Table 7. The County has experienced a 1.5% increase in wage and salary jobs. Most industries showed growth except for government, which declined 1.5% over the five-year period, manufacturing, which declined 33.3%%, and farm, which remained flat.

TABLE 7: MARIPOSA COUNTY JOB GROWTH BY INDUSTRY

Industry	2012	2017	Change from 2012
Private Service Providing	2,930	3,020	3.1%
Government	2,050	2,020	-1.5%
Mining, Logging, and Construction	130	190	46.2%
Manufacturing	120	90	-33.3%
Farm	20	20	0.0%
Total, All Industries	**5,250**	**5,330**	**1.5%**

Source: State of California March 2017 Labor Market Benchmark.

The largest employers in Mariposa County are listed in Table 8.

TABLE 8: LARGEST EMPLOYERS IN MARIPOSA COUNTY

Employer (Employees)	Job Category	City/Community
Yosemite Hospitality (1,000 – 4,999)	Concessionaires	Yosemite National Park
National Park Service (1,000 – 4,999)	Government Services	Yosemite National Park
Forestry & Fire Protection (500 – 999)	Fire Protection	Mariposa County
Mariposa County (250 – 499)	Government Services	Mariposa County
Big Trees Lodge (100 – 249)	Hotels / Motels	Yosemite National Park
John C. Freemont Health Care (100 – 249)	Hospitals	Mariposa
Majestic Yosemite Hotel (100 – 249)	Hotels / Motels	Yosemite National Park
Yosemite View Lodge (50 – 99)	Hotels / Motels	Yosemite National Park
Mariposa High School (50 – 99)	Education	Mariposa
Pioneer Market (50 – 99)	Grocers - Retail	Mariposa
Naturebridge (50 – 99)	Camps	Yosemite National Park
Triple D. Corporation (50 – 99)	Grocers - Retail	Mariposa
Greeley Hill Elementary School (50-99)	Education	Coulterville
Taviscorporation (50 – 99)	Measuring/Controlling Devices NEC (mfrs)	Mariposa
Triangle Grace Gardens (50 – 99)	Nursing & Convalescent Homes	Mariposa

Source: California Employment Development Department (EDD) 2018, National Park Service 2019

Mariposa County has four active mines, listed in Table 9.

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TABLE 9: MARIPOSA COUNTY MINE INVENTORY		
ID Number	**Name**	**Owner**
91-22-0004	Colorado Quartz Mine	Colorado Quartz Mine Gold Corp.
91-22-0007	Yosemite Slate Quarry	Mariposa Flagstone/Yosemite Slate
91-22-0008	Mt. Gaines	Mt. Gaines Rock
91-22-0010	Long Aggregates	Mark Long
Source: California Department of Conservation		

2.6.2 EMPLOYMENT PROJECTIONS

Total employment projections for the Mother Lode Region, which includes Amador, Mariposa, Calaveras and Tuolumne County, are described in the 2014-2024 Industry Employment Projections from the EDD Labor Market Information Division, May 2017) and summarized in Table 10. Employment in the region is estimated to increase 16.1% between 2014 and 2024. The fastest growing industry during this period is projected to be construction (41.1%), followed by education, health care, and social assistance (27.4%), professional and business services (25.9%), and self-employment (17.7%). The government sector is also projected to increase by 11.5%.

TABLE 10: 2014-2024 MOTHER LODE REGION EMPLOYMENT PROJECTIONS	
Industry	**Growth**
Self-Employment	17.7%
Mining and Logging	-6.3%
Construction	41.1%
Farm	14.0%
Manufacturing	8.8%
Trade, Transportation and Utilities	13.3%
Information	9.8%
Financial Activities	11.0%
Professional and Business Services	25.9%
Education Services, Health Care and Social Assistance	27.4%
Leisure and Hospitality	13.5%
Other Services	11.4%
Government	11.5%
Total, All Industries	**16.1%**
Source: EDD Labor Market Information Division, May 2017.	

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2.6.3 INCOME

In 2017, the per capita income in Mariposa County was $28,241. The 2017 median household income was $51,385, compared to the state median of $67,169. Income for Mariposa County and the State of California is shown in Table 11.

TABLE 11: MARIPOSA COUNTY HOUSEHOLD INCOME

Area	Median Income	Mean Income	Households Receiving Social Security	
			Count	%
Mariposa County	**$51,385**	**$64,884**	**3,400**	**45.7%**
California	$67,169	$96,104	3,491,168	27.1%

Source: US Census Bureau, Selected Economic Characteristics 2013-2017 American Community Survey 5-Year Estimates.

A summary of households with income below the poverty line and households receiving food stamps is provided in Table 12.

TABLE 12: MARIPOSA COUNTY POVERTY INDICATORS

Area	People Below Poverty Line		Households						
			Receiving Food Stamps		Receiving SSI		Receiving Cash Public Asst.		Total Households
	Count	%	Count	%	Count	%	Count	%	
Mariposa County	**2,629**	**15.1**	**685**	**9.2**	**263**	**3.5**	**274**	**3.7**	**7,434**
California	5,773,408	15.1	1,203,818	9.3	800,615	6.2	461,072	3.6	12,888,128

Source: US Census Bureau, Selected Economic Characteristics 2013-2017 American Community Survey 5-Year Estimates.

2.7 COMMUTING

Table 13 and Figure 7 compare the commuting mode split for Mariposa County to the State of California, based on the 2013-2017 American Community Survey.

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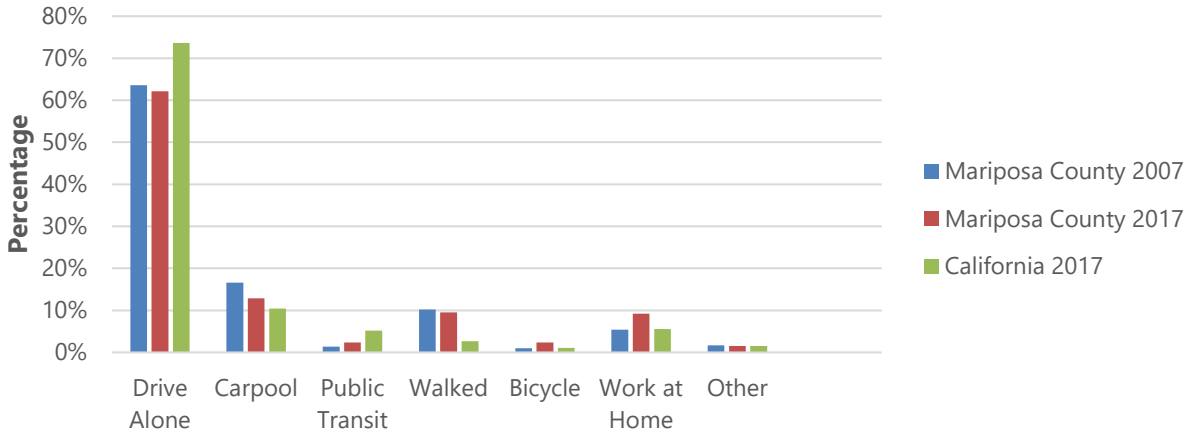
TABLE 13: COMMUTE TO WORK MODE SPLIT			
Mode	**Mariposa County 2007**	**Mariposa County 2017**	**California 2017**
Drive Alone	63.6%	62.1%	73.6%
Carpool	16.6%	12.9%	10.4%
Public Transportation	1.4%	2.4%	5.2%
Walked	10.2%	9.5%	2.7%
Bicycle	1.1%	2.4%	1.1%
Work at Home	5.4%	9.2%	5.6%
Other	1.7%	1.5%	1.5%
Source: U.S. Census Bureau, 2005-2007 and 2013-2017 American Community Survey Table S0801			

FIGURE 7: COMMUTE TO WORK MODE SPLIT



Source: U.S. Census Bureau, 2005-2007 and 2013-2017 American Community Survey.

As shown, most workers (75.0%) in Mariposa County commute to work by car (alone or in a carpool), which is slightly less than the state as a whole. Since 2007, carpooling and walking to work have declined within the county, while working at home has increased.

Table 14 compares the 2017 commute times within the County to commute times within the State of California. The mean travel time to work for Mariposa County was reported as approximately 30.9 minutes; this is greater than the mean travel time for the state, which is approximately 28.8 minutes.

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TABLE 14: MARIPOSA COUNTY TRAVEL TIME TO WORK		
Travel Time	**Mariposa County 2017**	**California 2017**
Less than 10 minutes	25.5%	9.7%
10 to 19 minutes	21.4%	27.5%
20 to 29 minutes	14.4%	20.4%
30 to 44 minutes	15.0%	21.9%
45 to 59 minutes	8.9%	8.7%
60 or more minutes	14.8%	11.8%
Source: U.S. Census Bureau, 2013-2017 American Community Survey		

The place of work data from the 2013-2017 American Community Survey are shown in Table 15 for Mariposa County and for California. Approximately 25% of Mariposa County residents work outside the county, which is greater than the 17% of workers within California that work outside the County they reside in.

TABLE 15: PLACE OF WORK		
Place of Work	**Mariposa County (all workers)**	**California (all workers)**
County of residence	74.8%	82.5%
Another California county	24.9%	17.0%
Outside state of residence	0.3%	0.5%
Source: U.S. Census Bureau, 2013-2017 American Community Survey.		

The most recent data from the Department of Motor Vehicles (DMV) shows that Mariposa County had a total of 28,346 registered vehicles in 2017. Of this total, 1,041 (3.7 percent) were registered as motorcycles.

Vehicles per household data from the 2013-2017 American Community Survey are shown in Table 16. Approximately 240 or 3.2% of Mariposa County households have no vehicles available, comparable to the 4.4% share reported in 2013.

TABLE 16: MARIPOSA COUNTY VEHICLES PER HOUSEHOLD		
Place of Work	**2010**	**2017**
None	4.4%	3.2%
1	27.4%	26.0%
2	37.3%	37.5%
3 or more	30.9%	33.3%
Source: U.S. Census Bureau, Household Size by Vehicle Available 2013-2017 American Community Survey.		

2.8 HOUSING

Housing in Mariposa County has increased 2.0% over the last five years as shown in Table 17. As of 2017, there are 10,492 housing units in the County; approximately 71 percent of households are owner-occupied.

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Total persons per household are reported at 2.23. The 2006 General Plan shows a total of 162,509 acres of vacant land (due to slow growth in the County, this number is not expected to have diminished significantly). Some of the vacant land has several building constraints in its topography and may not be suitable for building additional housing units. Sub-dividable land for the purposes of building structures is limited throughout the County. The National Park Service has noted that the lack of quality housing, coupled with long commute times, is affecting Yosemite National Park's ability to attract and retain employees. In-demand skilled employees such as utility systems operators, electricians, architects, and engineers are particularly difficult to attract and retain.

TABLE 17: MARIPOSA COUNTY HOUSING UNITS

Year	Single Family	Multi-Family	Mobile Homes	Total Housing Units
2012	7,109	828	2,349	10,286
2017	7,241	838	2,413	10,492
Change	1.9%	1.2%	2.7%	2.0%

Source: State of California, Department of Finance, Report E-5, Table 2: Population and Housing Estimates, Sacramento, California, May 2018; California Department of Finance Demographic Research Unit.

2.9 LAND USE

Mariposa County's diverse geography includes the eastern Central Valley, oak-covered foothills, and the high mountains of Yosemite National Park. Its natural beauty makes it a desirable place to live and visit. The General Plan land use element indicates there are three broad areas of land use that characterize the existing land use pattern in Mariposa County. In the eastern portion of the county, public lands that are oriented to recreation and resource uses dominate the land pattern. In the west, agricultural uses are primary. The remainder of the County to the north and south contain rural residential areas as well as smaller town and village communities that contain the majority of commercial and industrial uses and higher-density housing. The County has established policies concerning Williamson Act lands to help preserve farmland and open space.[2]

2.9.1 COMMUNITY PLANNING AREAS

The General Plan utilizes the land use classification "planning area." Planning areas are identified as towns, communities, and special planning areas. Planning areas are implemented by area plans adopted by the Board of Supervisors. "Area plans" are adopted to meet the needs of each town, community, or uniquely identified special area of the county. An adopted area plan establishes the extent of land uses for each land

[2] Email communication from National Park Service (Michael Reynolds) to Mariposa County Department of Public Works (Mark Dvorak) dated June 30, 2019.

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use classification in that planning area. Generally, area plans address residential, commercial, industrial, public, and other land use classifications. However, depending on the guiding principles of an area plan, not all classifications may be included. These plans are incorporated into Volume II of the General Plan.

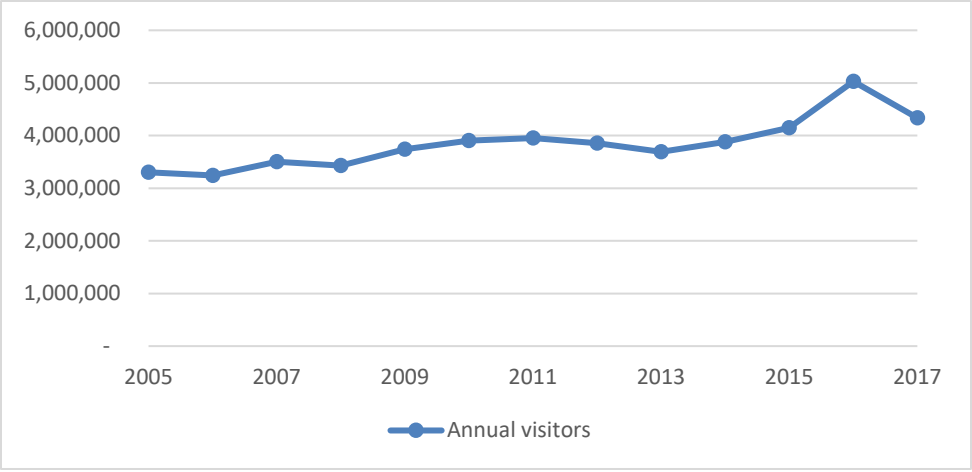
Town planning areas represent the rural scale "urban" development centers for the county. Town planning areas are specifically designated as locations in the County where policy mandates a broad and comprehensive mixture of land uses and zoning. A mixture of housing types and styles for all economic segments of the County are disbursed throughout the town planning areas. The County has adopted town planning area specific plans for Mariposa, Coulterville, Fish Camp, and Wawona.

Community planning areas represent separate policy approaches. A planning area's character and values are generally based in the character of the General Plan land use classifications in which it is situated. At the policy level, area plans are developed specifically to reflect community values. The County has adopted a community plan for Catheys Valley.

2.9.2 TOURISM

State highways in Mariposa County carry a significant volume of tourist traffic. Yosemite National Park occupies approximately 57 percent of the total County land area of 931,200 acres (1,451 square miles) in the County. The County contains 11.7 square miles of water. According to the *Yosemite National Park District Year to Date Report* (Yosemite National Park, November 2018), 25 percent of Yosemite National Park recreation visitors enter the park from the Arch Rock entrance on SR 140. These visitors drive through Mariposa County and many contribute to the local economy. As shown in Figure 8, visitors to the national park have increased over recent years. Similarly, congestion in Yosemite Valley, the destination for most visitors, has increased.

FIGURE 8: YOSEMITE NATIONAL PARK ANNUAL VISITORS



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2.10 OTHER TRENDS POTENTIALLY IMPACTING TRANSPORTATION DEMAND

Other trends and factors may impact future transportation demand in Mariposa County:

- Labor force participation: a combination of an aging population and lingering effects of the recent recession may keep labor force participation below historic levels.
- Driving age population: a greater share of aging baby boomers is continuing to drive later in life than previous generations. The share of population of non-driving youth (age less than 16 years) within the County has also been decreasing and is expected to remain below the current level for the period of the RTP.[3] Thus, the overall driving age population share may increase.
- Non-auto mode options: in recent years the public has expressed increasing demand for biking, walking, and transit. This demand was also reflected during public input sessions for the RTP (discussed further in Section 3.3, Public Outreach).
- GDP and real income growth: economic growth has been limited in Mariposa County since the recent recession. Many employers have reduced staffing, as shown in the labor force reductions over recent years. Though these decreases may slow, large increases are not expected.
- Telecommuting: census data has shown increasing share of working at home. Ongoing improvements in broadband access are likely to continue to support this trend.
- Internet shopping: internet shopping is already popular and may continue to increase with availability of services such as Amazon's next-day delivery on many items.
- Autonomous cars: availability of autonomous cars may increase the ease of driving, especially for senior drivers, and thus increase vehicle miles travelled (VMT).

These factors are only a few points in a range of possible outcomes. Changes in the factors listed above as well as other factors will likely influence transportation demand and VMT in the future; gas prices, economic outlook, and other historical factors have varied greatly in the past, and technologies such as autonomous cars have no direct historical precedent. The likely outcome of any particular factor, and especially the combination of all factors, cannot be forecasted definitively.

[3] California Department of Finance, State and County Total Population Projection by Race/Ethnicity and Detailed Age, 2010 through 2060, December 15, 2014.

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3.0 POLICY ELEMENT

The purpose of the Policy Element is to set a policy framework by which the County's mobility needs are identified and met. The Regional Transportation Plan Policy Element identifies the transportation goals, objectives, performance measures, and policies to meet the needs of the region and reflects consideration of the region's environmental, social, and economic goals.

These goals, objectives, and policies are the foundation for long-term planning and the basis of the projects and actions in the Action Element of the RTP. Additionally, land use decisions and regional transportation policy are linked to each other and to the region's air quality.

The goals, objectives, and policies developed for this plan are the result of a public outreach process described below and collaboration with MCLTC.

3.1 PLANS REVIEWED

The Policy Element and the RTP have been developed to be consistent with other local, regional, and state plans and other policy documents. These plans and documents are summarized below.

3.1.1 MARIPOSA COUNTY GENERAL PLAN

The Mariposa County General Plan Circulation Element contains goals and policies related to the RTP. The Circulation Element, the Safety Element, and other relevant elements were reviewed in detail for development of the RTP. The General Plan was adopted in 2006; the most recent update was made in 2017. Goals from the plan include:

- Goal 9-1: All development shall have safe and adequate access.
- Goal 9-2: Maintain an effective transit system.
- Goal 9-3: Create a bicycle, pedestrian, and equestrian system for recreation and transportation use.
- Goal 9-4: Maximize the Yosemite-Mariposa Airport as an economic asset.

3.1.2 MARIPOSA COUNTY STRATEGIC PLAN

The 2019-2022 Mariposa County Strategic Plan identifies focus areas for achieving the County's desired vision as "a thriving, scenic, historic and culturally vibrant rural community where residents, businesses, and visitors enjoy opportunity, security, engagement, prosperity and wellness." Initiatives in the plan relevant to the RTP include:

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- Improve accessibility to the hospital from Highways 49 & 140
- Increase the availability and promotion of transit and ride share services
- Increase the number and mileage of publicly accessible trails
- Improve the safety of pedestrians by adding sidewalks and crosswalks
- Improve road quality
- Develop a plan for a conveyance from Lake McClure
- Complete a Capital Improvement Plan (CIP)
- Install electric vehicle charging stations
- Work with partners in private industry to expand access to cellular service and business-speed broadband countywide

3.1.3 MARIPOSA COUNTY ECONOMIC VITALITY STRATEGY FRAMEWORK

The Mariposa County Economic Vitality Strategy Framework was released in April 2017. The framework identifies strategies, programs, and projects to improve the economy, in particular to expand it beyond its concentration on seasonal tourism. Portions of the plan relevant to the RTP include:

Action 1.4.2: Develop and expand Tourism Infrastructure to capture and support growth in tourism, making it easy and convenient for visitors to find destinations and get around by car, foot, and bicycle.

Actions Steps:

- Develop a Transportation Hub at the intersection of Highways 49 and 140 in the town of Mariposa that includes YARTS, bus and car parking, the Visitor Center, a tour operator, a car rental agency, and related uses. At the very least, encourage YARTS to pick up from the existing Visitor Center.
- Install Electric Vehicle Charging Stations in key locations throughout Mariposa County. Investigate Tesla's program to provide and install free electric wall chargers at motels, restaurants, and shopping centers in downtown Mariposa and Coulterville.
- Build a strategically located Public Parking Structure in downtown Mariposa to accommodate both local customers and visitors.
- Develop a Way Finding Signage Program to welcome visitors at the north, south and west entrances to the County and the town of Mariposa.

Action 5.1.1: Extend and complete the Mariposa Creek Parkway trail system for walking and biking from the existing segment to the cemetery near Joe Howard Street and the Highway 49/140 intersection on the north side of Mariposa to the fairgrounds on the south with connections to the Stockton Creek trail preserve and into downtown Mariposa.

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Action 5.1.3: Improve resident and tourist mobility through Road/Pathway Connectivity by forming complete pedestrian, hiking and bikeway systems that connect bike/hiking trails to town centers and places of interest with a way finding system to help guide visitors to points of interest.

3.1.4 CALIFORNIA TRANSPORTATION PLAN 2040

The California Transportation Plan 2040 was released in June 2016. The plan includes goals, policies, strategies, and performance measures that are applicable to the creation of the RTP. The plan's vision considers the three E's of sustainability: a prosperous economy, human and environmental health, and social equity. These principles are interconnected and support a sustainable transportation system that encourages economic vitality, protects natural resources, promotes the health and well-being of all Californians, and meets people's needs equitably. The plan's goals (G) and policies (P) are:

G1: Improve multimodal mobility and accessibility for all people

- G1-P1 Manage and operate an efficient integrated system.
- G1-P2 Invest strategically to optimize system performance.
- G1-P3 Provide viable and equitable multimodal choices, including active transportation.

G2: Preserve the multimodal transportation system

- G2-P1 Apply sustainable preventative maintenance and rehabilitation strategies.
- G2-P2 Evaluate multimodal life-cycle costs in project decision making.
- G2-P3 Adapt the multimodal transportation system to reduce impacts from climate change.

G3: Support a vibrant economy

- G3-P1 Support transportation choices that enhance economic activity.
- G3-P2 Enhance freight mobility, reliability, and global competitiveness.
- G3-P3 Seek sustainable and flexible funding to maintain and improve the system.

G4: Improve public safety and security

- G4-P1 Reduce fatalities, serious injuries, and collisions.
- G4-P2 Provide for system security, emergency preparedness, response, and recovery.

G5: Foster livable and healthy communities and promote social equity

- G5-P1 Expand collaboration and community engagement in multimodal transportation planning and decision making.

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- G5-P2 Integrate multimodal transportation and land use development.
- G5-P3 Integrate health and social equity in transportation planning and decision-making.

G6: Practice environmental stewardship

- G6-P1 Integrate environmental considerations in all stages of planning and implementation.
- G6-P2 Conserve and enhance natural, agricultural, and cultural resources.
- G6-P3 Reduce greenhouse gas emissions and other air pollutants.
- G6-P4 Transform to a clean and energy efficient transportation system.

The RTP goals and policies support each of these goals.

3.1.5 CALIFORNIA STRATEGIC HIGHWAY SAFETY PLAN

The California Strategic Highway Safety Plan was updated in 2015. The plan's actions are tracked annually. The plan set a goal for the state of "Toward Zero Deaths." Table 24 lists the collision rates for each state highway in Mariposa County and compares them to comparable sections of highway statewide. The plan also listed 15 challenge areas to reduce the number of fatalities. The RTP goals and policies support improvements in these areas.

3.1.6 CALTRANS DISTRICT 10 SYSTEM MANAGEMENT PLAN

The Caltrans District 10 System Management Plan was released in June 2015. Its goals are the same as the California Transportation Plan.

The plan recommends several improvements on state highways in Mariposa County to improve operations. These improvements include passing lanes, turn lanes, intersection improvements, and other projects.

3.1.7 PEDESTRIAN AND BICYCLE PLANS

The Mariposa County Bicycle and Pedestrian Transportation Plan was released in 2011. Toward an Active California, the State Bicycle and Pedestrian Plan, was released in May 2017. The goals of these plans were reviewed in detail for development of the RTP.

3.1.8 PUBLIC TRANSPORTATION PLANS

MCLTC is the regional planning agency responsible for allocating Transportation Development Act (TDA) funds, conducting the annual unmet transit needs process, and transit planning.

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Consolidated Transportation Services Agencies (CTSAs) coordinate social services and carry out intents of the Social Services Transportation Improvement Act of 1979. The County of Mariposa is the designated CTSA for Mariposa County. The Mariposa County Coordinated Public Transit – Human Services Transportation Plan was released in October 2008. The plan includes recommendations for increased transit service and access.

The Short Range Transit Plan for Mariposa County Transit was released in August 2011. This plan was reviewed; however, an update is recommended as the five-year horizon for the plan has been passed.

YARTS released a draft Short Range Transit Plan update in December 2018. The draft plan recommendations include the following:

- Adding a daily round-trip on SR 140 in summer to provide better Amtrak connectivity and to allow later departures from Yosemite Valley
- Service to Mariposa Fairgrounds twice a day in summer, to allow campers at the fairgrounds to take the bus to the Park
- Adding a shuttle between Mariposa and Oakhurst during the summer, if local funding is provided
- Adding a new shelter at the stop in midtown Mariposa

3.1.9 AIRPORT PLANS

The current Mariposa-Yosemite Airport Comprehensive Land Use Plan and Airport Master Plan were both completed in 1995 and do not reflect significant changes since that time. An update to the current Mariposa-Yosemite Airport Land Use Plan has been recommended by the Mariposa County Public Works Department and the County Counsel in accordance with Section 500 of the FAA/AIP guide.

3.1.10 CALIFORNIA STATE WILDLIFE ACTION PLAN

The 2015 California State Wildlife Action Plan (SWAP) examines the health of wildlife and prescribes actions to conserve wildlife and vital habitat before they become scarce and more costly to protect. The plan also promotes wildlife conservation while furthering responsible development and addressing the needs of a growing human population. This plan was reviewed during preparation of the RTP. More specific reviews will be done in conjunction as part of the planning process for specific projects in the RTP.

3.2 CLIMATE CHANGE AND GREENHOUSE GAS EMISSIONS

In 2006, the California State Legislature adopted Assembly Bill 32 (AB 32) known as the California Global Warming Solutions Act (Section 38560.5 of the Health and Safety Code). AB 32 establishes a cap on

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statewide GHG emissions and sets forth the regulatory framework to achieve the corresponding reduction in statewide emissions levels, with a goal of lowering statewide GHG emissions to 1990 levels by 2020. Additionally, California Senate Bill 32 (SB 32), signed in 2016, established a mid-range goal of lowering statewide GHG emissions to 40 percent below 1990 levels by 2030, and California Executive Order S-03-05, signed in 2005, established a long-range goal of lowering statewide GHG emissions to 80 percent below 1990 levels by 2050.

In 2013, California Governor Jerry Brown signed SB 743, which requires an update in the metric of transportation impact used in CEQA from Level of Service and vehicle delay to one that promotes the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses for transit priority areas. In late 2018, the Natural Resources Agency adopted updates to the CEQA guidelines, removing level of service as a measure of transportation impact under CEQA and replacing it with vehicle miles traveled (VMT). Though LOS can be used for other purposes, such as identifying needs for local roadway improvements and General Plan compliance, lead agencies must move to VMT for CEQA analysis by July 2020.

The transportation planning literature recognizes three interrelated components that contribute to transportation emissions reductions. Those components include changes in vehicle technology (cleaner burning engines), alternative fuel sources, and vehicle use. The first two components are typically the responsibility of industry and national governmental interests. RTPAs and local governments can affect vehicle use by promoting transportation alternatives to the automobile, and by managing the demand for transportation. These efforts typically involve goals and policies and/or projects and programs focused on getting people out of their cars and into alternative modes of travel (mode shifting).

A 2008 report by the Victoria Transport Policy Institute titled "Smart Transportation Emission Reductions - Identifying Truly Optimal Energy Conservation and Emission Reduction Strategies," by Todd Lipman, states that most current transportation emission reduction programs focus on changing vehicle and fuel type rather than the amount people drive. Mileage reduction strategies tend to be ignored because many people assume that they are difficult to implement and may harm the economic well-being of consumers. However, the report also states that many high-mileage motorists would prefer to drive less and rely more on alternative modes, provided those alternatives are convenient, comfortable, and affordable. As with most rural counties, alternative modes are limited in Mariposa County due to the challenges described above and are not seen as a significant replacement to the automobile for economic, mobility, and geographic reasons. These factors and funding challenges similarly limit the availability of transit within Mariposa County. Additionally, walking and bicycling are more difficult in many areas of the County due to hilly topography.

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The California Air Resources Board (ARB) estimates VMT for each county. As reported in The California Almanac of Emissions and Air Quality, 2013 Edition, ARB estimates that total average daily VMT will increase from 3.121 million in 2015 to 3.858 million in 2035. Per capita VMT is expected to increase from 31.7 to 32.2 over the same period.

The 2017 RTP Guidelines for RTPAs provide several recommendations for consideration by rural RTPAs to address GHG. However, as noted in the guidelines, rural RTPAs have a unique set of challenges compared to urbanized areas to reduce regional transportation related GHG emissions. These challenges include lower land use densities, limited transit options, and higher VMT per capita. More efficient vehicles and low-carbon fuels present the highest payoff for rural counties to reduce transportation related carbon dioxide emissions. However, the guidelines still note that rural RTPAs should strive to incorporate strategies to reduce their GHG emissions.

The following strategies from the guidelines are applicable to Mariposa County:

- Promote ride sharing programs
- Encourage or use low or zero-emission vehicles
- Create car sharing programs
- Incorporate bicycle-friendly intersections into street design
- Create active transportation plans
- Consider opportunities to protect or improve designated and proposed school district safe routes to school in community wide transportation strategies and investments

3.2.1 CLIMATE CHANGE AND ADAPTATION

Climate change is likely to have several impacts on Mariposa County.[4] Precipitation is expected to decrease in total but arrive during more intense storm events. These storm events increase the likelihood of flash floods, landslides, and infrastructure damage in susceptible areas. Climate warming, drying, and the effect of increased lightning activity are also likely to increase tree mortality and the number and intensity of wildfires in the county. The fire season in California has begun earlier and ended later in recent years. Intensity of fires has also been increasing. In addition to direct damage to transportation infrastructure, fire may create indirect damage when burned slopes become susceptible to landslides during storm events following fires. The Ferguson Fire in 2018, the Detweiler Fire in 2017, the Rim Fire in 2013, and landslides closing SR 140 and other roads are examples of such events. Evacuation routes may need to be considered

[4] References reviewed for this section include:
Caltrans, Addressing Climate Change Adaptation in Regional Transportation Plans, February 2013.
Transportation Research Board, Climate Change and Transportation, July 2012.
California Natural Resources Agency, 2009 Climate Adaptation Strategy, First Year Progress Report, 2010.

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in future road planning and demands on transportation related firefighting infrastructure are likely to increase.

Increased temperatures as well as fires are also likely to reduce air quality in Mariposa County. Fires directly reduce air quality primarily through the creation of particulate matter. Increased temperatures and sunlight also foster the creation of ground-level ozone, a criteria pollutant, which already decreases air quality on many days during the summer.

Governmental action in preparation for or response to climate change may also directly influence transportation planning. Metropolitan Planning Organizations are already required to develop Sustainable Community Strategies in conjunction with their Regional Transportation Plans. Though RTPAs such as MCLCTC are not currently required to develop such strategies, other requirements may be placed on RTPAs in the future.

Additionally, efforts to reduce greenhouse gas and criteria pollutant emissions through reductions in VMT are likely to be difficult due to the rural nature of much of the County and interregional travel, as discussed in the previous section.

The guidelines encourage rural RTPAs to incorporate strategies to reduce GHG emissions as part of their planning process. More efficient vehicles and low-carbon fuel efforts being pursued at the state level will likely afford the greatest reduction in rural GHG emissions. Similarly, electric vehicles are an increasing part of the vehicle fleet; Mariposa County already has several charging stations, mostly near Mariposa. The low-density nature of most Mariposa County development creates challenges for meeting access and mobility needs via non-automotive modes. As with most rural counties, alternative modes are limited in Mariposa County due to the challenges describe above and are not seen as a significant replacement to the automobile for economic, mobility, and geographic reasons. These factors and funding challenges similarly limit the availability of transit within Mariposa County. Additionally, walking and bicycling are more difficult in many areas of the County due to hilly topography. Overall, reductions in Mariposa County VMT are likely to be modest.

3.3 PUBLIC OUTREACH

Public involvement is a major component of the transportation planning process. Every person in Mariposa County is affected by transportation and, as such, is an important component of the transportation planning process. Public input was solicited via a public workshop and an online survey.

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3.3.1 PUBLIC WORKSHOP

A public workshop was held on March 7, 2019, at the Mariposa County Board of Supervisors chambers. During the workshop, MCLTC and consultant staff talked to members of the public, solicited input through voting on priority posters comment cards, and directed the public to the project website to complete an online survey and stay connected to the RTP update. Five people attended the workshop. The top concerns identified during the workshop were:

- Improved transit connections were strongly desired by most attendees. Especially important are connections to larger cities to allow Mariposa County residents to access medical services without driving.
- Improved pedestrian facilities were also requested by many attendees, especially in Mariposa and Coulterville.
- Two driving improvements desired were a roundabout to relieve congestion at the intersection of SR 140 and SR 49 and more turnouts or passing lanes between Mariposa and Yosemite National Park.

More detailed workshop notes are provided in Appendix C.

3.3.2 ONLINE SURVEY

An online survey was established on the project website. The website was publicized in the *Mariposa Gazette*, on the County website, and on Facebook in addition to the workshop.

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The survey solicited input about transportation needs and preferences as well as demographic input about the survey respondents. 179 responses were received by April 1, 2019.

Demographically, most respondents were in the 55 to 64 and 65 or greater age ranges, and 76 percent were female. 76 percent of respondents live in the 95338 zip code (Mariposa, Bear Valley, Bootjack, and adjacent areas), and 8 percent live in the 95306 zip code (Catheys Valley and adjacent areas).

Concerns identified in the survey included the following. Many concerns were comparable to those expressed during the public workshop.

- Respondents were most pleased by the general lack of congestion on Mariposa County roadways.
- Lack of connections to desired destinations and inconvenient schedules prevent many respondents from using transit.
- Drivers were generally satisfied by the condition of state highways but dissatisfied by the condition of local roads.
- Many drivers were concerned about safety on state highways.
- Pedestrians generally felt unsafe walking on local roads and had concerns with missing sidewalks, poor condition of existing sidewalks, and lack of safe crossings, particularly in Mariposa.
- Bicyclists generally do not feel safe riding on Mariposa County roads.
- Bicyclists were concerned by the lack of bicycling infrastructure, poor road and shoulder conditions, the lack of respect they receive from drivers, and a lack of secure bicycle parking.
- Respondents with children attending local schools felt there were insufficient safe bicycling and pedestrian routes for students to get to school.
- Respondents were willing to pay more for better transportation facilities.
- Respondents were concerned by air pollution and greenhouse gas emissions.
- General comments included:
    - Desire for more street lights
    - Desire for more bicycle and pedestrian facilities
    - Desire for better transit services

Detailed survey results are provided in Appendix C.

3.4 ISSUES

Additional issues were identified for consideration in the plan as discussed in this section.

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3.4.1 STATEWIDE ISSUES

In its 2018 annual report, the CTC identified two core issues for 2017 and beyond that have significance for transportation planning in California:

- Preparing for the implementation of transformative transportation technologies that center on the concept of shared, autonomous, and electric transportation options, and "gearing up" to plan for and accommodate these new technologies and their impacts on the transportation system.
- Important legacy recommendations are included from previous Annual Reports that have yet to be enacted but are still relevant to the state's transportation needs. These include improvements in how projects are managed and funded, expanding regional commute benefits statewide, and reducing transportation project delays due to environmental lawsuits.

At the national level, the Fixing America's Surface Transportation (FAST) Act was passed in 2015. The bill covers fiscal years 2016 to 2020 and is the first long-term transportation bill in a decade. However, though funding was provided through 2020, no increase to the gas tax was included, and funding shortfalls are likely to continue thereafter.

3.4.2 REGIONAL AND LOCAL ISSUES

The research conducted above was supplemented by discussions with County staff. The issues below were identified by staff as new or continuing concerns.

- **Delays on state highways and local roads.** Left turn lanes and passing lanes can help reduce congestion at key points on roadways in the County and accommodate increases in regional traffic.
- **Lack of ample parking within Mariposa activity centers and communities.** Inadequate parking and limited staging areas are a challenge for motorists. Ample parking for recreational vehicles and trucks and parking options that allow four-hour parking windows are needed to attract tourists and consumers.
- **Lack of bicycle and pedestrian paths, trails, and other facilities.** A system of trails, bikeways, and sidewalks will connect visitors and residents to local destinations, serve as an attraction itself, and support community health and alternatives to driving.
- **Public desire for increased transit connections and more frequent service.** New connections to Oakhurst, especially for medical services, and more frequent connections than the current weekly trips to other communities have been frequently requested.
- **Lack of private tour companies domiciled in Mariposa County.** The possibility of electric buses should be explored in cooperation with Yosemite National Park planning stakeholders. The County can assist potential entrepreneurs develop business plans, identify funding, and explore opportunities for bus and van center facilities that accommodate storage, repair and fueling.

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- **Lack of staging areas in Yosemite National Park.** This represents a long-term strategy for Mariposa County to create a vision for the county's role in identifying potential sites and staging areas. The installation of electric charging stations for auto and buses should be explored.
- **Lack of gateway and wayfinding signage.** An upgraded system of signage with a consistent look will help tourists find destinations in the County, support local businesses, and extend the Mariposa County brand and community identity.

3.5 GOALS, OBJECTIVES, AND POLICIES

The goals, objectives, and policies in the 2017 RTP are intended to guide the development of the transportation system and improve the quality of life for the citizens of Mariposa County. Comprehensive goals, objectives, and policies that meet the needs of the region and are consistent with the County's regional vision and priorities for action have been developed for this RTP.

- Goals are a vision of circulation conditions toward which the County will direct planning and implementation. A goal is the end toward which effort is directed; it is general and timeless.
- Objectives are specific conditions that represent intermediate steps in attaining goals; several objectives can relate to a single goal. An objective is a point to be attained, and the best objectives are measurable. They are capable of being quantified and realistically attained considering probable funding and political constraints. Objectives represent levels of achievement in movement toward a goal. Objectives may be tied to specific performance measures.
- Policies are specific statements that guide decision-making and suggest actions to be carried out to meet objectives and attain goals. Policies reflect all relevant effects, including the natural environment, social, and economic factors. Together, policies serve as a planning guideline for local and state officials when making decisions.

Mariposa County is typical of many rural counties in California in that the County's existing transportation system and widely scattered population, topography, and lack of funding limit alternative solutions to transportation-related problems. The automobile is the primary mode of moving people in the County, and trucking is the primary mode of moving goods and commodities. The use of other modes of transportation has been limited because of lack of facilities, distance between communities, and lack of an economic base to provide support.

A transportation system provides mobility to sustain social, economic, and recreational activities. An improperly developed transportation system can result in ineffective mobility and cause adverse and undesirable conditions, such as safety hazards, long delays, air pollution, and unnecessary energy consumption. The goals, objectives, policies, and implementation measures of this RTP are intended to guide the development of a transportation system that will maintain and improve the quality of life in Mariposa County over the next 25 years. To this end, consistency with the California Interregional

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Transportation Strategic Plan, the California Transportation Plan, and the California Strategic Highway Safety Plan strategies are important parts of the overall goals and policies of this RTP. In addition, the 2017 RTP Guidelines for RTPAs to address GHG emissions and VMT reduction were considered as part of the overall transportation investment strategies for the plan.

The goals, objectives, and policies for each component of the Mariposa County Transportation System are provided below. They cover both short-range and long-range desired outcomes. They are consistent with the policy direction of the Mariposa County General Plan, transit policies for the County, the bicycle and pedestrian plan for the County, and the federal funding bill FAST Act. They also reflect input provided from the public. Given the limited transportation dollars available, the goals, objectives, and policies reflect a balanced approach and focus on the most feasible desired outcomes.

The goals that each project supports are identified in the Action Element.

3.5.1 REGIONAL GOALS

The following regional transportation goals are consistent with the Mariposa County General Plan Circulation Element:

Regional Goal 1: Enhance the lifestyle while maintaining the rural character of Mariposa County through an adequate, safe, efficient, and economically feasible regional transportation system.

Regional Goal 2: Develop a regional transportation system that is consistent and responsive to the social, cultural, economic, and environmental needs of the County.

Regional Goal 3: Employ comprehensive planning in developing the County's regional transportation system, focusing on the circulation impacts associated with development of existing parcels and inter-regional trips.

Regional Goal 4: Implement system planning that includes a detailed assessment of interregional transit, bicycle, pedestrian, equestrian, parking, aviation, and freight transportation needs.

3.5.2 SUPPORTING GOALS, OBJECTIVES, AND POLICIES

The following specific goals, objectives and policies for each travel mode have been formulated to ensure consistency with the regional goals listed above:

Supporting Goal 1: Highways

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Develop an adequate, safe and efficient regional roadway system to accommodate vehicular travel demand for at least a 20-year time frame, while maintaining the rural character of Mariposa County.

- Objective 1.1 – Monitor, maintain and improve, as necessary, roadway and intersection safety conditions.
  - Policy 1.1.1 – Maintain a detailed Countywide roadway accident database.
  - Policy 1.1.2 – Prepare Countywide summary reports of accident data on a yearly basis. Monitor and improve high accident roadways and intersection locations.
  - Policy 1.1.3 – Prepare and adopt detailed vehicular access management standards.
  - Policy 1.1.4 – Prepare and maintain transportation land use databases for determining future travel demand on the regional road system.
- Objective 1.2 – Develop tourist transportation corridors and routes to provide high capacity and safety standards, for both vehicles and pedestrians.
  - Policy 1.2.1 – Prepare and adopt specific roadway capacity standards that include quantified assessment of tourist bus traffic and related travel times.
- Objective 1.3 – Identify and improve substandard roadway and intersection alignments throughout the County.
  - Policy 1.3.1 – Prepare preliminary roadway alignment studies as necessary, to identify needed alignments and right-of-way requirements.
  - Policy 1.3.2 – Adopt preliminary roadway alignments prior to approval of adjacent developments.
  - Policy 1.3.3 – Identify and acquire, as necessary, adequate right-of-way for all adopted roadway alignments.
- Objective 1.4 – Maintain and improve existing transportation facility roadway surfaces, consistent with available funding and engineering study findings.
  - Policy 1.4.1 – Prepare feasible roadway maintenance programs, matched to available funding.
  - Policy 1.4.2 – Prepare timely updates to the Countywide pavement management system reports and database.
- Objective 1.5 – Design and implement the circulation system to consider community needs, equitably distribute benefits and impacts, consider environmental values, and protect historic and natural features within the County.
  - Policy 1.5.1 – Undertake and approve plan line studies for the realignment of existing roadways to establish precise alignments to preserve and protect existing historic structures and scenic areas.
  - Policy 1.5.2 – Maintain the integrity and function of local scenic and historical routes.
  - Policy 1.5.3 – Review and revise right-of-way and pavement standards to permit modified right-of-way dimensions where necessary and feasible to maintain natural, historic, or scenic character.

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- Policy 1.5.4 – Recommend projects within the County and work with Caltrans and the CTC on the location of STIP and SHOPP projects to reflect geographical equity and minimize the funding gap between need and funding allocations.
- Policy 1.5.6 – Implement context sensitive solutions that focus on projects and approaches that integrate and balance community, aesthetic, historic, and environmental values with transportation goals and policies.

Supporting Goal 2: Transit

Provide an efficient and coordinated regional and local transit system that serves both urban and rural areas, including transportation opportunities to disadvantaged and elderly persons.

- Objective 2.1 – Maintain and improve the existing regional transit system.
  - Policy 2.1.1 – Maintain active participation in the Yosemite Area Regional Transportation System (YARTS).
- Objective 2.2 – Maintain and improve the existing local transit system.
  - Policy 2.2.1 – Plan for and finance continued development and expansion of local transit to accommodate local demand and service needs.
  - Policy 2.2.2 – Provide demand responsive transit services for disabled and senior citizen residents not served by fixed route service.

Supporting Goal 3: Active Transportation

Develop an adequate, safe and efficient regional system of bicycle, pedestrian, and equestrian facilities to accommodate, encourage, and increase active transportation use in Mariposa County.

- Objective 3.1 – Develop and construct a regional bicycle, pedestrian, and equestrian system to complement existing transportation facilities.
  - Policy 3.1.1 – Update the Mariposa County Bicycle and Pedestrian Transportation Plan on a periodic basis.
  - Policy 3.1.2 – In Town Planning Areas, construct, improve, and maintain the pedestrian circulation system to provide safety and drainage control.

Supporting Goal 4: Aviation

Develop a fully functional and integrated air service and airport system to compliment the regional transportation system within Mariposa County.

- Objective 4.1 – Maintain efficient, accessible, and affordable air service in a safe and convenient manner.

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- Policy 4.1.1 – Develop an efficient system of roadways and non-motorized travel modes to serve the Mariposa-Yosemite Airport for both normal usage and disaster response.
- Policy 4.1.2 – Ensure that the development of new and/or expansion of existing airport facilities is consistent with the Airport Land Use Plan.

Supporting Goal 5: Air Quality and Greenhouse Gases

Achieve and maintain air quality standards as established for Mariposa County by the Environmental Protection Agency (EPA), and the California Air Resources Board (CARB). Develop transportation projects and policies with consideration of State goals for greenhouse gas reduction and vehicle miles traveled reduction.

- Objective 5.1 – Mariposa County will assist the local air pollution district in developing the transportation related portions of the State Implementation Plan, if requested.
  - Policy 5.1.1 – Coordinate regional transportation planning activities with regional air quality planning at both the technical and policy level.
  - Policy 5.1.2 – Evaluate and assist in the implementation of appropriate regional and inter-regional air quality improvement measures.
- Objective 5.2 – Develop projects with consideration of the impacts of climate change.
  - Policy 5.2.2 – Support changes to the General Plan and environmental analysis to address the requirements of Senate Bill 743.
  - Policy 5.2.3 – Consider the impacts of climate change on the transportation system, including increased wildfires, landslides, and evacuation routes, when developing new projects.

Supporting Goal 6: Transportation Financing

Develop and support regional transportation financing strategies that provide for a continuous implementation of Regional Transportation Plan projects and strategies.

- Objective 6.1 – Develop and adopt policies that provide adequate twenty-year funding resources for all regional transportation improvements.
  - Policy 6.1.1 – Foster cooperative relationships with state and federal agencies responsible for transportation funding programs.
  - Policy 6.1.2 – Dedicate transportation and planning staff to monitor and participate in state and federal transportation financing programs and meetings.
  - Policy 6.1.3 – Identify and allocate funding resources for building, operating, and maintaining the existing and future transportation system in Mariposa County.

Supporting Goal 7: Road Maintenance

Maintain existing local roads in good condition.

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- Objective 7.1 – Representatives from the LTC should be invited to attend meetings with the Rural Counties Task Force and the CTC to help identify and promote new sources of maintenance funding.
    - Policy 7.1.1 – Direct the limited maintenance funding to local roads with the most severe safety problems and high traffic volumes, as identified by the various departments of public works within the County.
    - Policy 7.1.2 – Pursue new funding sources to help reduce the backlog of deferred maintenance by 20 percent over the next 20 years.

Supporting Goal 8: Goods Movement

Promote the continued and expanded use of air, rail, and trucks for the transport of suitable products and materials while minimizing negative impacts on the local road system.

- Objective 8.1 – Promote the efficient utilization of truck transport through transportation and land use decisions that minimize impacts to the local road system.
    - Policy 8.1.1 – Install passing lanes, turnouts, and other lower-cost improvements to minimize adverse traffic impacts from truck traffic.
    - Policy 8.1.2 - Periodically review road standards and pavement conditions to ensure planned infrastructure is consistent with truck volumes.

Supporting Goal 9: Management of the Transportation System

Minimize traffic congestion by increasing the efficiency of the existing transportation system through transportation system management (TSM) techniques and transportation demand management (TDM) techniques.

- Objective 9.1 – Promote signal timing, access management, transit priority treatments, and accident scene management measures to increase traffic flow.
    - Policy 9.1.1 – Periodically review traffic operations along state highways and major County roads and implement cost effective solutions to reduce local congestion.
- Objective 9.2 – Where feasible, reduce the demand for travel by single-occupancy vehicles through Transportation Demand Management (TDM) techniques.
    - Policy 9.2.1 – Increase the mode share for public transit by 10 percent (1.1 times the current mode share) by 2040.
    - Policy 9.2.2 – Establish a formal ride share program within the County as funding allows.
    - Policy 9.2.3 – Where feasible, integrate access to alternative modes of travel to make it easier for people to travel different destinations.
    - Policy 9.2.4 – Promote public awareness of Mariposa County Transit services and rideshare opportunities through media and promotional events.

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- Objective 9.3 - Employ new technologies for Intelligent Transportation Systems (ITS) to improve traffic operations within the County.
  - Policy 9.3.1 – Implement updated Caltrans ITS recommendations for local streets and roads.
  - Policy 9.3.2 – Create and maintain an accurate database (mapping) of all transportation facilities within the County. The Sierra Nevada ITS Strategic Deployment Plan (SDP) and Intelligent Transportation Systems strategies from Caltrans District 10 should be incorporated into planning actions whenever feasible.
  - Policy 9.3.3 – Incorporate, as feasible, remote sensing and GIS techniques into the pavement management system (PMS) as funding allows.

Supporting Goal 10: Land Use

Improve livability in the County through land use and transportation decisions that encourage walking, transit, and bicycling.

- Objective 10.1 – Design the transportation system to accommodate land uses and circulation at a regional level as well as accommodating local circulation.
  - Policy 10.1.1 – Assist local communities in taking a regional approach in land use decisions during their community plan process and developing a road network that supports the RTP goals and objectives, and that will contribute to the objectives of AB 32 and SB 375.
  - Policy 10.1.2 – Encourage all jurisdictions to actively participate in the Regional Transportation Plan (RTP) Update process.

3.5.3 PERFORMANCE MEASURES

Performance measures connect to key goals and objectives for the RTP and provide quantifiable evidence of the consequences of decisions or actions. Performance targets provide specific metrics by which progress of the RTP towards its goals can be measured. In the context of the RTP, they predict, evaluate, and monitor the extent that transportation systems accomplish public objectives. Performance measures can be quantitative (e.g. number of accidents) or qualitative (e.g. historic character). Performance measures can also be measured (e.g. traffic volume) or modeled (e.g. vehicle miles traveled).

Table 18 presents the goals, objectives, performance measures, and performance targets for the RTP. These performance measures have generally been carried over from the 2012 RTP to track changes over time, with some updates to improve measurability.

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TABLE 18: REGIONAL TRANSPORTATION PLAN PERFORMANCE MEASURES

No,	Topic	Performance Measures	Data Source	Value in 2012 RTP	Current Value	Comment
1	Mobility/ Accessibility on State Highways	• LOS on State Highways	• Caltrans Traffic Volumes • Transportation Concept Reports (TCRs)	• All roadways operated at acceptable LOS C or better in rural areas and D or better in urban areas (Mariposa)	• All roadways operated at acceptable LOS C or better in rural areas and D or better in urban areas (Mariposa)	All existing facilities meet County General Plan standard, but LOS D does not meet TCR Concept LOS

2	Safety on State Highways and County Roads	• Collision rate on State Highways compared to similar facilities statewide
		• Number of Fatal Collisions
		• Number of Injury Collisions
		• Number of Property Damage Only (PDO)
			• Caltrans TASAS
			• Statewide Integrated Traffic Records System (SWITRS), California Highway Patrol
				• TASAS data not available
				• Three-year total (2008-2010):
				  • Fatalities: 16
				  • Injuries: 412
				  • PDO: 346
					• TASAS: See Table 24
					• Three-year total (2015-2017)
					  • Fatalities: 9
					  • Injuries: 223
					  • PDO: 429
						Two state highways have higher fatality rates than comparable facilities, two have higher total collision rates.
						Fatalities and injuries have decreased between the two study periods.

3	Maintenance	• Pavement Condition Index (PCI)	• Mariposa County Pavement Management Program	• Average PCI of County road network (2008) = 50	• Average PCI of County road network (2014) = 53	Overall PCI improved between 2008 and 2014.
4	Transit Effectiveness	• Farebox Recovery Ratio • Cost per passenger • Transit frequency	• Monthly/Quarterly transit operations reports	• Farebox Recovery Ratio (FY 11/12) = 13.3% • Operating Cost Per Passenger (FY 11/12) = $41.52 • Each Mari-Go route operates one day per week	• Farebox Recovery Ratio (FY 17/18) = 13.1% • Operating Cost Per Passenger (FY 17/18) = $82.02 • Each Mari-Go route operates one day per week	Farebox recovery decreased slightly, operating cost worsened. Service frequency unchanged.

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TABLE 18: REGIONAL TRANSPORTATION PLAN PERFORMANCE MEASURES						
No,	**Topic**	**Performance Measures**	**Data Source**	**Value in 2012 RTP**	**Current Value**	**Comment**
5	Economic Well Being	• Maintain acceptable LOS in peak month	• Caltrans Average Daily Traffic Volumes (ADTs); • Traffic Counts on local roads	• All roadways operated at acceptable LOS C or better in rural areas and D or better in urban areas (Mariposa)	• All roadways operated at acceptable LOS C or better in rural areas and D or better in urban areas (Mariposa)	All existing facilities meet County General Plan standard, but LOS D does not meet TCR Concept LOS
Additional source: Fehr & Peers, 2019.						

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4.0 ACTION ELEMENT

The Action Element of the RTP consists of short-term (2017-2027) and long-term (2027-2042) activities that address regional transportation issues and needs. All transportation modes (highways, local streets and roads, transit, bicycle, pedestrian, and aviation facilities and services) are addressed. (No railways serve Mariposa County; the closest freight and passenger railway access is in the City of Merced.) In addition, the Action Element identifies investment strategies, alternatives, and project priorities beyond what is already programmed.

Costs for planned projects have been calculated in year-of-expenditure dollars to account for estimated inflation. All State Highway projects programmed in the State Transportation Improvement Program are shown in year-of-expenditure dollars. The inflation rates were developed by Caltrans to reflect recent trends in the construction industry.

Some regional projects calculated to year-of-expenditure dollars at the time of the development of the RTP, and therefore current dollars are used for these projects. Updated cost information will be amended into each subsequent update of the RTP.

Local conditions, land use, transportation technologies, and transportation funding are constantly evolving. These projects are based on the best data available at this time; however, projects may be added, deleted, or revised. Additional projects of regional significance will be amended into the RTP if required for funding.

4.1 ROADWAY NETWORK

Most travel in Mariposa County is by automobile, and it will continue to be so over the life of this plan and beyond. The roadway network within the unincorporated parts of the County is rural in character, mainly serving small communities, tourism, recreation, and agriculture uses. State highways are the primary transportation corridors extending through the County and serve all the County's major population centers. Other County arterials and a network of federal, state, local public, and private roads constitute the remainder of the roadway system. The state highway network serves primarily intercity and inter-county regional travel and interregional tourism, while the County's roadways serve local trips.

Figure 3 shows the major routes in the regional roadway system according to federal functional classifications. These classifications indicate the operational hierarchy of the roadway system:

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State Highways are maintained by Caltrans and constitute routes of interregional significance whose design provides for relatively high overall travel speeds, with minimum interference to through movement. These routes provide for travel into, out of, and through the County.

Major Collectors provide access to more localized destinations for regional traffic. These roads are designed to provide access for regional traffic between state routes. Narrow lanes and shoulders limit the carrying capacity of some collectors. Major collectors are "on-system" facilities that are eligible for federal aid. County roads that are designated as major collectors are:

- Bear Valley Road
- Merced Falls Road
- Hornitos Road (access to Hornitos)
- Darrah Road
- Greeley Hill Road (access to Greeley Hill)
- Carleton Road
- Ben Hur Road

Minor Collectors are similar in character to major collectors but are generally more rural with less traffic. Minor collectors are not eligible for federal aid, but the Highway Bridge Program (HBP) will replace or repair bridges, and rehabilitation can be funded through the State Transportation Improvement Program (STIP).

Local Roads consist of all roads not designated otherwise.

4.1.1 STATE HIGHWAYS

There are 123 miles of State highways, operated and maintained by Caltrans that provide connections across Mariposa County.[5] State Routes (SR) 49 and 140 form the backbone of Mariposa County's transportation system; most of their length through the County is unparalleled by local roadways due to topographical constraints. SR 41, SR 120, and SR 132 also access Mariposa County.

Caltrans prepares a Transportation Concept Report (TCR) or Corridor System Management Plans (CSMP) for each of its facilities. A TCR is a long-term planning document that each Caltrans district prepares for every state highway or portion thereof in its jurisdiction. The TCR usually represents the first step in the Caltrans long-range corridor planning process. The purpose of a TCR is to determine how a highway will be developed and managed so that it delivers the targeted LOS and quality of operations that are feasible to attain over a 20-year period. These are indicated in the route concept. In addition to the 20-year route

[5] California Public Road Data 2017, California Department of Transportation Highway Performance Monitoring System Data Library.

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concept level, the TCR includes an ultimate concept, which is the ultimate goal for the route beyond its 20-year planning horizon.

State Route 49 is the major north-south route through the western half of the County and is approximately 49 miles in length through the County. SR 49 travels along the western slope of the Sierra Nevada connecting Mother Lode communities from Oakhurst to Vinton. Within Mariposa County, this route extends from the Madera County line in the south to the Tuolumne County line in the north. The route between the communities of Bear Valley and Coulterville has steep grades. As a result, this section of the roadway significantly increases the travel time between the northern and southern regions of the County. SR 49 within Mariposa County is eligible for designation as a State Scenic Highway. The TCR for SR 49 shows a concept LOS of C in rural areas and D in urban areas. Although the TCR classifies the entire length of SR 49 in the County as rural, the segment through the community of Mariposa coincident with SR 140 serves as a main street in a town center. The TCR anticipates six of 10 segments within Mariposa County analyzed (segments 1-5 and 7) will be deficient by 2030 and may require upgrades to a four-lane expressway.

State Route 140 is the major east-west route through the County and is approximately 52 miles in length through the County. It extends from the Merced County line in the west to Yosemite Valley in the east passing through the communities of Catheys Valley, Mariposa, and El Portal. SR 140 provides a connection to SR 99 in the Central Valley. The section of SR 140 from the junction of SR 49 in the town of Mariposa to the Yosemite National Park entrance is officially designated as a State Scenic Highway. The TCR for SR 140 shows a concept LOS of C in rural areas and D in urban areas. Although the TCR classifies the entire length of SR 140 in the County as rural, the segment through the community of Mariposa coincident with SR 49 serves as a main street in a town center. All segments currently operate acceptably except for the segment through the community of Mariposa. The TCR indicates that the conceptual solution for the segment is realignment and changing the concept facility type from Conventional to Expressway. However, this is not currently a planned or programmed project. In addition, ongoing work on SR 140 on the Ferguson Project to repair and stabilize areas damaged by fire and prone to rock slides has resulted in some one-lane traffic sections, resulting in delays.

State Route 41 is a major north-south route located in the eastern portion of the County that extends from the Madera County line to the Yosemite Valley. SR 41 connects to SR 49 in Oakhurst and to SR 140 in Yosemite Valley. SR 41 is one of three state highways serving Yosemite National Park and also provides access to the Mariposa County communities of Fish Camp and Yosemite West. Approximately five miles of SR 41 are maintained by the California Department of Transportation between the Madera County line and the south entrance to Yosemite National Park. The section of SR 41 from Route 49 in Oakhurst to Yosemite National Park is eligible for designation as a State Scenic Highway. The TCR states that Caltrans endeavors to maintain a target LOS at the transition between C and D on State highway facilities, or whichever LOS is

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feasible to maintain. The corridor within Mariposa County currently operates at LOS C and is anticipated to operate at LOS D by 2040. No planned or programmed projects are listed in the TCR at this time.

State Route 120 serves as an important east-west route for residents in the northern portion of Mariposa County and provides regional access to Yosemite National Park. One section of SR 120 passes through Mariposa County at Buck Meadows. The other section of SR 120 within Mariposa County extends from the Tuolumne County line to its junction with SR 140 in Yosemite Valley. The TCR for SR 120 has a concept LOS of C; however, within Mariposa County, the current facility is rated at LOS D. Caltrans is placing special emphasis on identifying lower cost improvements such as left turn lanes, and channelization as appropriate in lieu of recommending an expressway. However, if ADT increases, a four-lane expressway may ultimately be necessary.

State Route 132 is a major east-west route located in northwest Mariposa County. SR 132 extends from the Tuolumne County line in the west to the junction with SR 49 in Coulterville and is approximately 19 miles in length. SR 132 serves the communities of Lake Don Pedro and Coulterville as well as the recreational areas around Lake McClure. At Coulterville, SR 132 connects with County Route 132 that extends to the east and north to connect with SR 120 passing through the community of Greeley Hills. The TCR shows SR 132 as a two-lane conventional facility with LOS C in Mariposa County. The 2030 concept LOS is LOS D. No planned or programmed projects are listed in the TCR at this time.

4.1.2 COUNTY ROADS

The County maintains approximately 564 centerline miles of roadways, 360 paved and 204 unpaved.[6] These roadways are mapped by functional classification in Figure 3.

4.1.3 FEDERAL AGENCY ROADS

Mariposa County has an extensive network of roads maintained by federal agencies. Yosemite National Park maintains 214 miles of paved roads,[7] and the US Forest Service manages 17 miles of roads.[8]

[6] Conversation with Mark Dvorak, Mariposa County, February 7, 2018.
[7] Yosemite National Park Statistics, https://www.nps.gov/yose/learn/management/statistics.htm, retrieved January 29, 2019.
[8] California Public Road Data 2017, California Department of Transportation Highway Performance Monitoring System Data Library.

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4.1.4 ROADWAY OPERATIONS

The operations of roadway facilities are described in terms of Level of Service (LOS). LOS is a qualitative description of traffic flow based on factors such as speed, travel time, delay, and freedom to maneuver. Six levels are defined, from LOS A and B, which represent uncongested operating conditions, to LOS C and D, which represent moderate levels of congestion, to LOS E, which represents at-capacity conditions. Operations are designated as LOS F when volumes exceed capacity, resulting in stop-and-go conditions.

Table 19 displays the LOS criteria thresholds developed for the Mariposa County RTP using the Highway Capacity Manual (Transportation Research Board, 2000) (HCM) methodology for typical two-lane highway and County roadway segments. This table provides daily volume thresholds for each level of service. Because the thresholds are based on typical conditions, they should be used cautiously for a roadway segment that has extreme characteristics. The HCM categorizes two lane highways as either Class I or Class II:

- Class I – Two lane highways with relatively high speeds and that are major intercity routes, primary arterials connecting major traffic generators, daily commuter routes, or primary links in state or national highway networks. They often serve long-distance trips or provide connecting links between facilities that serve long-distance trips.
- Class II – Two lane highways with lower expected travel speeds that function as access routes to Class I facilities, serve as scenic or recreational routes that are not primary arterials, or pass through rugged terrain. They most often serve relatively short trips, the beginning and ending portions of longer trips, or trips for which sightseeing plays a significant role.

TABLE 19: ROADWAY SEGMENT LEVEL OF SERVICE THRESHOLDS

Facility Type	Upper Limit Daily Traffic Volume Threshold				
	LOS A	LOS B	LOS C	LOS D	LOS E
Class I Two Lane Highway (SR 49, SR 120, SR 140 west of Mariposa)	1,200	2,900	7,900	16,000	20,500
Class II Two Lane Highway (SR 41, SR 132, SR 140 east of Mariposa and in town)	900	2,000	6,800	14,100	17,400
County Roadways (Two Lane) (Major and Minor Collectors)	900	2,000	4,000	7,000	10,000

Notes: LOS F applies whenever the flow rate exceeds the segment capacity (the upper limit for LOS E)
Source: HCM 2000, Chapter 20, Two Lane Highways; Fehr & Peers, 2010

The Mariposa County General Plan identifies LOS D or better as adequate. Caltrans also identifies concept LOS in each TCR; this is LOS C or D, depending on the segment.

Table 20 provides a summary of the latest traffic volumes on state highways (2016) and select County roadways (2005-2018) in Mariposa County. Three state highway segments operated at LOS D; all other

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locations operate at LOS C or better. Although these segments do not meet the Caltrans concept LOS, they meet the County General Plan standard.

TABLE 20: EXISTING TRAFFIC VOLUMES AND LOS

Roadway	Mile Post[1]	Location	Peak Hour	Peak Month[2]	AADT[3]	LOS[4]
State Highway: Class I						
SR 49	0.3	Madera/Mariposa Co. Line	350	3,800	3,500	C
	6.0	Triangle Rd.	430	4,200	3,800	C
	9.7	Woodland/Hirsch Rd.	510	4,950	4,500	C
	12.5	Bootjack Rd.	660	6,400	5,800	C
	16.7	Mormon Bar, Ben Hur Rd.	870	8,900	8,300	D
	18.5	Mariposa, JCT SR 140	900	9,900	8,600	D
	18.6	Joe Howard Rd.	780	7,600	5,100	C
	20.5	Whitlock Rd.	330	3,200	2,700	B
	22.9	Mount Bullion	240	1,900	1,500	B
	29.5	Bear Valley	120	870	860	A
	44.6	Coulterville, JCT SR 132 W.	130	1,200	690	A
	48.8	Mariposa/Tuolumne Co. Line	110	1,050	830	A
SR 120	41.5	Tuolumne/Mariposa Co. Line	1,400	12,300	6,200	C
	43.0	Buck Meadows	1,400	9,000	6,200	C
	43.7	Mariposa/Tuolumne Co. Line	1,400	9,000	6,200	C
SR 140	0.0	Merced/Mariposa Co. Line	590	4,650	3,900	C
	9.5	Hornitos Rd.	680	7,000	5,200	C
State Highway: Class II						
SR 132	7.6	Tuolumne/Mariposa Co. Line	320	1,750	1,700	B
	18.7	Coulterville/JCT SR 49	120	970	870	A
SR 140	21.2	Mariposa S. JCT SR 49	1,200	13,400	11,800	D
	21.4	Mariposa, Sixth St.	550	11,100	9,800	D
	22.0	Mariposa, N. JCT SR 49	870	9,100	8,400	D
	26.2	Triangle Rd.	220	3,650	3,600	C
	28.9	Oak Rd.	380	3,150	3,100	C
	29.7	Colorado Rd.	310	3,700	2,650	C
	34.1	Briceburg Station	160	3,800	2,500	C
	48.2	Foresta Rd.	130	2,950	2,900	C
	50.3	El Portal Rd.	380	3,000	2,900	C
	51.8	Yosemite National Park	230	4,050	2,800	C
County Roadways: Major Collector						
Merced Falls Rd.	N/A	Tuolumne County Line	N/A	N/A	420	A
Hornitos Rd.	N/A	SR 140	N/A	N/A	680	A
Bear Valley Rd.	N/A	SR 49	N/A	N/A	135	A
	N/A	Hornitos Rd.	N/A	N/A	200	A
Greeley Hill Rd.	N/A	Priest-Coulterville Rd.	N/A	N/A	990	B
	N/A	Smith Station	N/A	N/A	570	A
Ben Hur. Dr.	N/A	SR 49	N/A	N/A	1,010	B
	N/A	Silver Bar Rd.	N/A	N/A	530	A
Carleton Rd.	N/A	Triangle Rd.	N/A	N/A	495	A
Darrah Rd.	N/A	SR 49	N/A	N/A	3,370	C
	N/A	Snow Creek Rd.	N/A	N/A	1,810	B

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TABLE 20: EXISTING TRAFFIC VOLUMES AND LOS

Roadway	Mile Post[1]	Location	Peak Hour	Peak Month[2]	AADT[3]	LOS[4]
County Roadways: Minor Collectors						
Boneyard Rd./ Dexter Rd./ Fiske Rd.	N/A	Fiske/Converse	N/A	N/A	430	A
Hotzel Rd.	N/A	Greeley Ln.	N/A	N/A	585	A
Ranchito Dr.	N/A	Merced Falls Rd.	N/A	N/A	245	A
Old Highway Rd.	N/A	SR 49	N/A	N/A	855	A
	N/A	(Old Highway E.) Marshal	N/A	N/A	970	B
	N/A	(Old Highway W.) Marshal	N/A	N/A	605	A
Yaqui Gulch Rd.	N/A	SR 140	N/A	N/A	795	A
Whitlock Rd.	N/A	SR 140	N/A	N/A	935	B
	N/A	Colorado Rd.	N/A	N/A	510	A
Indian Peak Rd.	N/A	SR 49	N/A	N/A	795	A
	N/A	(Indian Peak S.) Sebastopol Rd.	N/A	N/A	730	A
Hirsch Rd.	N/A	SR 49	N/A	N/A	880	A
	N/A	Indian Peak Rd.	N/A	N/A	435	A
Usona Rd.	N/A	SR 49	N/A	N/A	610	A
Triangle Rd.	N/A	SR 140	N/A	N/A	1,190	B
	N/A	(Triangle N.) Tip Top Rd.	N/A	N/A	980	B
	N/A	E. Westfall	N/A	N/A	945	B
	N/A	SR 49	N/A	N/A	775	A
	N/A	(Triangle S.) Tip Top Rd.	N/A	N/A	785	A
Chowchilla Mountain Rd.	N/A	SR 49	N/A	N/A	1,180	B

Notes: [1] N/A = Not applicable
[2] Peak Month represents the average daily traffic volume for the peak month
[3] AADT = Average annual daily traffic volume
[4] LOS is based on AADT as shown in Table 19
Source: Caltrans Traffic Data Branch (2017), Mariposa County Public Works

Caltrans collects traffic volume data on state highways in Mariposa County. Traffic counting is generally performed using electronic counting instruments at consistent locations throughout the state in a program of traffic count sampling. The resulting counts are adjusted to reflect an estimate of annual average daily traffic by compensating for seasonal fluctuation, weekly variation and other variables that may be present. Annual average daily traffic (AADT) volumes are defined as the total two-way traffic volume on a roadway over the year divided by 365 days. Figure 9 shows the location of select traffic volumes on state highways.

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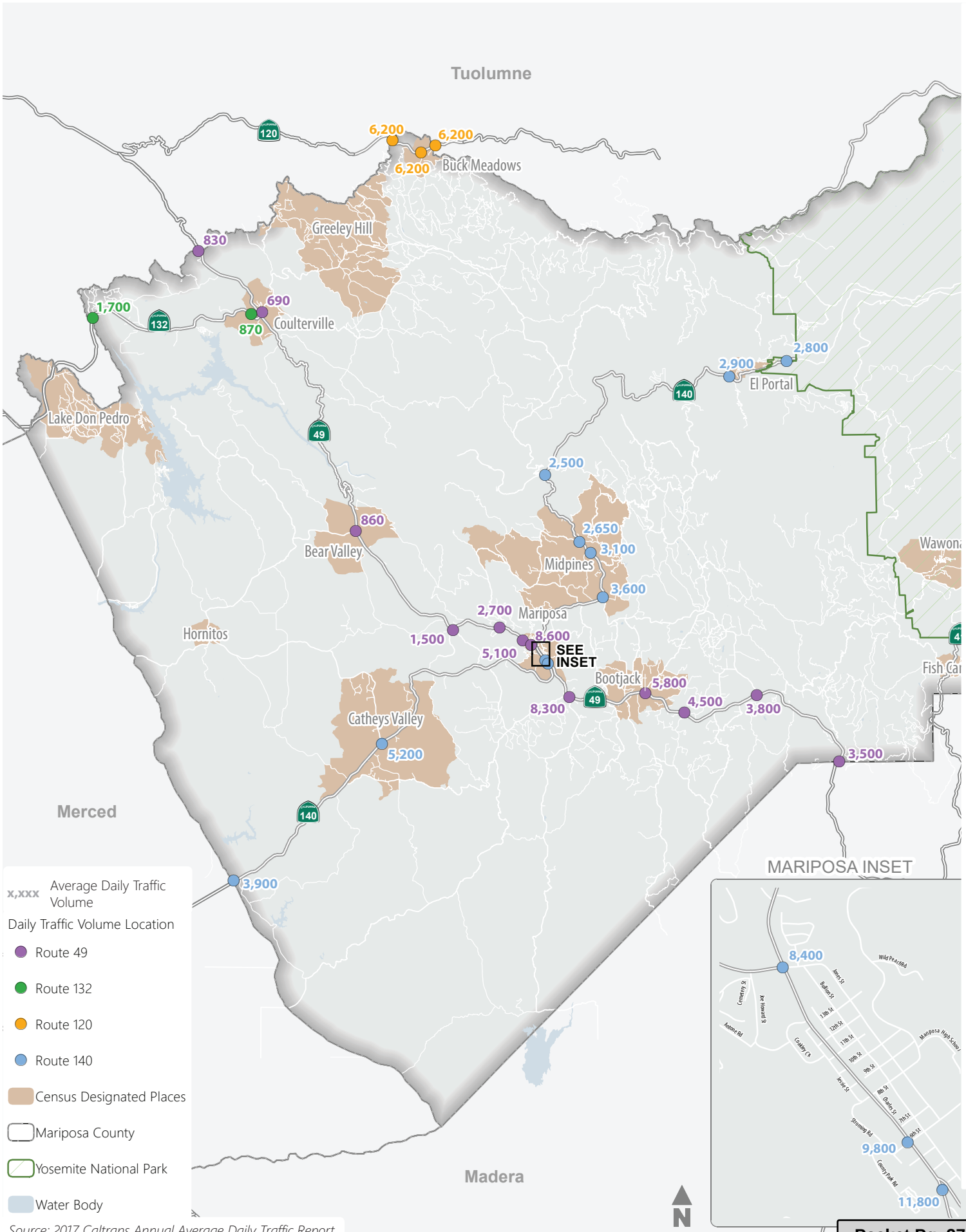
Figure 9: Existing Daily Traffic Volumes on State Highways



Source: 2017 Caltrans Annual Average Daily Traffic Report

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In addition to AADT, Caltrans summarizes the peak month average daily traffic (ADT), which is the highest monthly traffic volume divided by the number of days in the month. Caltrans data indicates that the peak traffic season in Mariposa County is in summertime, with the peak month fluctuating between May, June, July, August, and September depending on the roadway segment. SR 140 near the south junction of SR 49 carries the heaviest average daily traffic in the peak month and throughout the year.

Population forecasts and trends combined with Yosemite National Park visitor information and trends were used to determine the future traffic volume forecasts shown in Table 21. Figure 10 and Table 21 show the location of future traffic volumes on state highways. LOS D is shown in five locations on state highways, which meets the standards identified in the General Plan but not the Caltrans concept LOS.

TABLE 21: FUTURE (2042) DAILY TRAFFIC VOLUMES AND LOS

Roadway	Mile Post[1]	Location	2042 Daily Volume[2]	LOS[3]
State Highway: Class I				
SR 49	0.3	Madera/Mariposa Co. Line	3,780	C
	6.0	Triangle Rd.	4,090	C
	9.7	Woodland/Hirsch Rd.	4,820	C
	12.5	Bootjack Rd.	6,180	C
	16.7	Mormon Bar, Ben Hur Rd.	8,790	D
	18.5	Mariposa, JCT SR 140	9,110	D
	18.6	Joe Howard Rd.	5,450	C
	20.5	Whitlock Rd.	2,940	C
	22.9	Mount Bullion	1,690	B
	29.5	Bear Valley	1,020	A
	44.6	Coulterville, JCT SR 132 W.	840	A
	48.8	Mariposa/Tuolumne Co. Line	990	A
SR 120	41.5	Tuolumne/Mariposa Co. Line	6,480	C
	43.0	Buck Meadows	6,480	C
	43.7	Mariposa/Tuolumne Co. Line	6,480	C
SR 140	0.0	Merced/Mariposa Co. Line	6,240	C
	9.5	Hornitos Rd.	7,590	C
State Highway: Class II				
SR 41	4.9	Fish Camp, Yosemite National Park	2,870	C
SR 132	7.6	Tuolumne/Mariposa Co. Line	1,780	B
	18.7	Coulterville/JCT SR 49	910	B
SR 140	21.2	Mariposa S. JCT SR 49	14,610	D
	21.4	Mariposa, Sixth St.	12,520	D
	22.0	Mariposa, N. JCT SR 49	11,060	D
	26.2	Triangle Rd.	6,160	C
	28.9	Oak Rd.	5,640	C
	29.7	Colorado Rd.	5,170	C
	34.1	Briceburg Station	5,010	C
	48.2	Foresta Rd.	5,430	C
	50.3	El Portal Rd.	5,430	C
	51.8	Yosemite National Park	5,330	C

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TABLE 21: FUTURE (2042) DAILY TRAFFIC VOLUMES AND LOS

Roadway	Mile Post[1]	Location	2042 Daily Volume[2]	LOS[3]
County Roadways: Major Collector				
Merced Falls Rd.	N/A	Tuolumne County Line	440	A
Hornitos Rd.	N/A	SR 140	710	A
Bear Valley Rd.	N/A	SR 49	140	A
	N/A	Hornitos Rd.	210	A
Greeley Hill Rd.	N/A	Priest-Coulterville Rd.	1,030	B
	N/A	Smith Station	600	A
Ben Hur Dr.	N/A	SR 49	1,060	B
	N/A	Silver Bar Rd.	550	A
Carleton Rd.	N/A	Triangle Rd.	520	A
Darrah Rd.	N/A	SR 49	3,520	C
	N/A	Snow Creek Rd.	1,890	B
County Roadways: Minor Collectors				
Boneyard Rd. – Dexter Rd. – Fiske Rd.	N/A	Fiske/Converse	450	A
Hotzel Rd.	N/A	Greeley Ln.	610	A
Ranchito Dr.	N/A	Merced Falls Rd.	160	A
Old Highway Rd.	N/A	SR 49	890	A
	N/A	(Old Highway E.) Marshal	1,010	B
	N/A	(Old Highway W.) Marshal	630	A
Yaqui Gulch Rd.	N/A	SR 140	830	A
Whitlock Rd.	N/A	SR 140	980	B
	N/A	Colorado Rd.	530	A
Indian Peak Rd.	N/A	SR 49	830	A
	N/A	(Indian Peak S.) Sebastopol Rd.	760	A
Hirsch Rd.	N/A	SR 49	920	B
	N/A	Indian Peak Rd.	450	A
Usona Rd.	N/A	SR 49	640	A
Triangle Rd.	N/A	SR 140	1,240	B
	N/A	(Triangle N.) Tip Top Rd.	1,020	B
	N/A	E. Westfall	990	B
	N/A	SR 49	810	A
	N/A	(Triangle S.) Tip Top Rd.	820	A
Chowchilla Mountain Rd.	N/A	SR 49	1,230	B

Notes: [1] N/A = Not applicable
[2] AADT = Average annual daily traffic volume
[3] LOS is based on AADT as shown in Table 19
Source: Fehr & Peers, 2019

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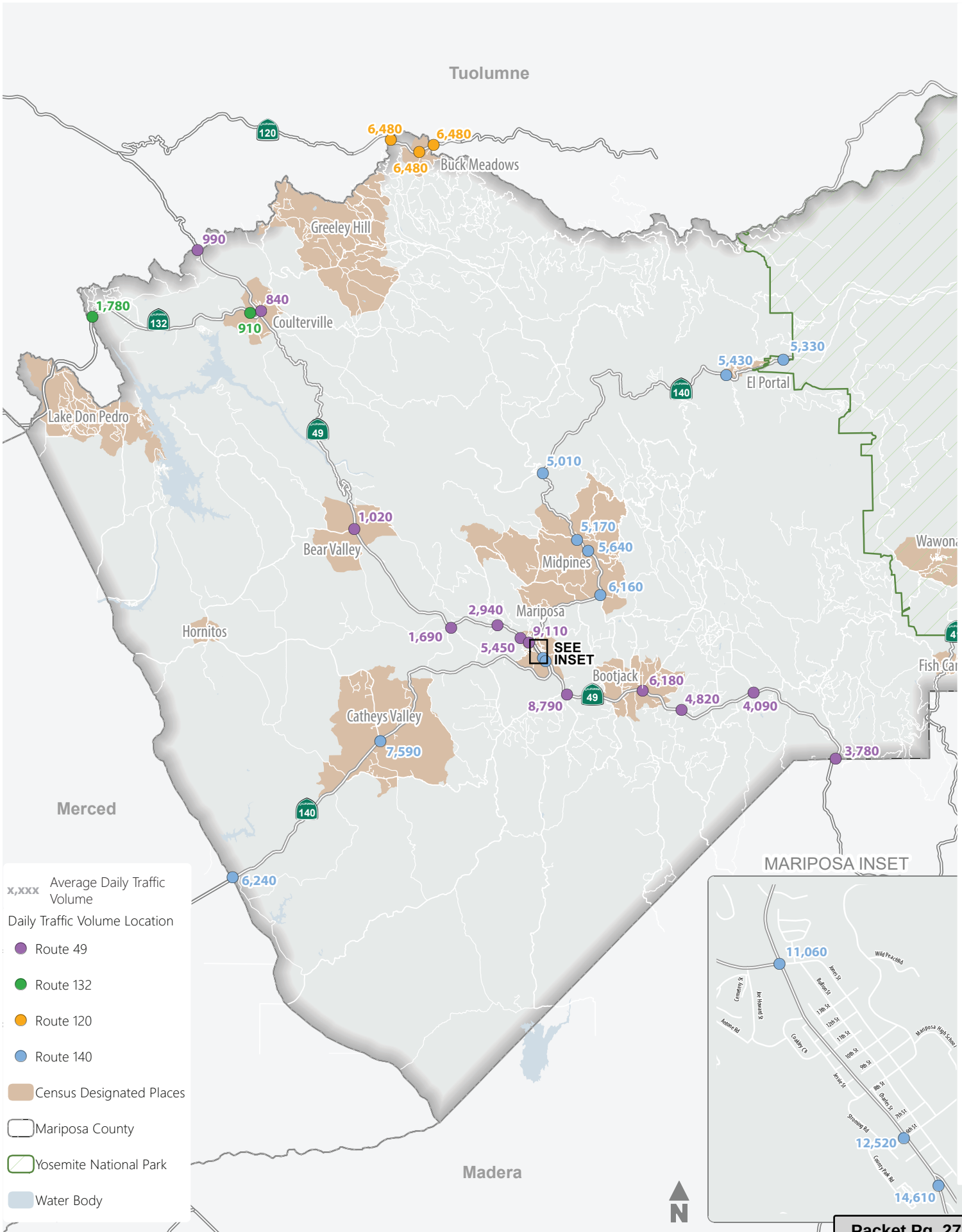
Figure 10: Future 2042 Daily Traffic Volumes on State Highways



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4.1.5 SAFETY

To assess roadways safety needs in the County, a three-year summary of collision data was compiled (Table 22). The table summarizes total collisions by year, including number of persons killed and number of persons injured.

TABLE 22: THREE-YEAR COLLISION SUMMARY (2015 – 2017)

Year	Total Collisions	Number of Fatalities	Number Injured
2015	215	3	69
2016	199	3	66
2017	247	3	88
Total	**661**	**9**	**223**

Source: Caltrans Statewide Integrated Traffic Records System (California Highway Patrol (CHP), 2018).

Table 23 summarizes the total and percentage of collisions by factor between 2015 and 2017. Figure 11 summarizes collisions by violation and severity.

As shown in Table 23, hit object collisions account for the highest number and percentage of collisions between 2015 and 2017. Rear-end collisions and "Other" collisions show the second highest occurrence over the same three-year period. Of the 661 collisions, 22 or 3% involved trucks, 4 or about 1% involved pedestrians, and 7 or about 1% involved bicycles. Approximately 9% of the collisions also involved driving under the influence of alcohol and/or drugs.

TABLE 23: THREE-YEAR COLLISION SUMMARY (2015 – 2017) BY COLLISION TYPE

Type	Total Collisions	Percent of Total
Hit Object	314	48%
Read-End	66	10%
Sideswipe	48	7%
Broadside	52	8%
Overturned	77	12%
Other	67	10%
Head On	26	4%
Pedestrian	4	1%
Bicycle	7	1%
Total	**661**	**100%**
Involved trucks	**22**	**3%**
Involved alcohol	**60**	**9%**

Source: Statewide Integrated Traffic Records System (CHP 2018).

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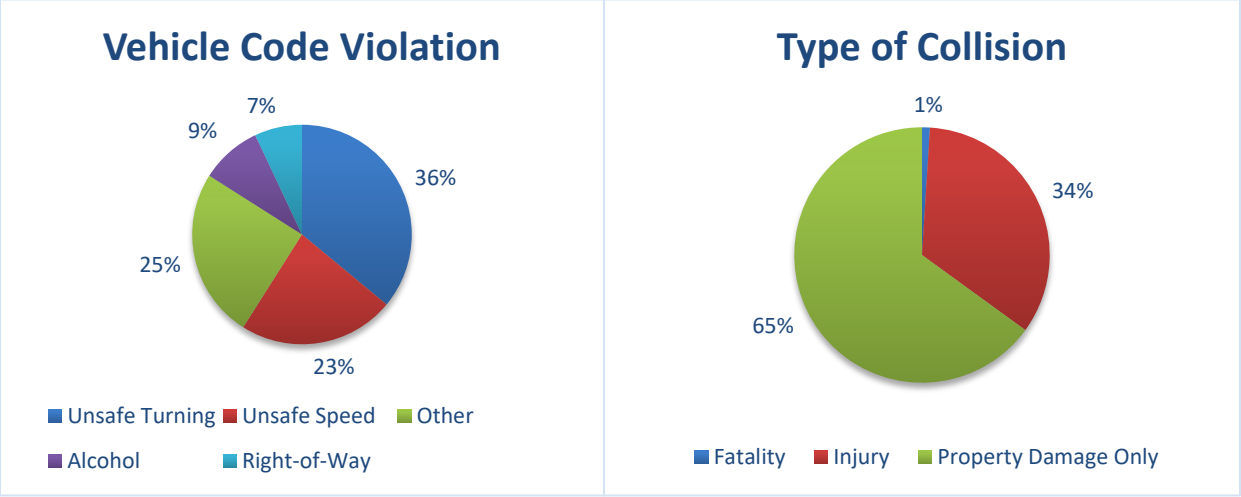
FIGURE 11: THREE-YEAR COLLISION SUMMARY, BY VEHICLE CODE VIOLATION AND SEVERITY



The Caltrans Transportation System Network (formerly the Traffic Accident Surveillance and Analysis System) was queried to determine accident rates on state highways for a three-year period ending in December 2017. Results are shown in Table 24. Sections with rates higher than average rates on comparable state highways are shaded.

TABLE 24: COLLISION RATES ON STATE HIGHWAYS (PER MILLION VEHICLE MILES)

Route	Postmile		Distance	Fatalities		Total	
	From	To		Rate	Comparable Average Rate	Rate	Comparable Average Rate
SR 49	00.33	48.83	48.50	0.017	0.033	1.44	1.34
SR 120	41.52	43.75	2.23	0.177	0.011	0.44	0.81
SR 132	07.67	18.75	11.08	0.089	0.039	0.98	1.64
SR 140	0	51.80	51.80	0.027	0.031	1.46	1.26

Sections with rates higher than average rates on comparable state highways are shaded.
Source: Caltrans Transportation System Network, 2018.

Less than half of the collisions in Mariposa County resulted in injuries. This can partially be attributed to the type of vehicle code violation with 36 percent involving turning movements (includes starting and backing).

4.1.6 VEHICLE MILES OF TRAVEL

Daily vehicle miles traveled (VMT) for Mariposa County, excluding Yosemite National Park, was estimated to be 559,000.[9] Population growth in Mariposa County is projected to be low, increasing from 18,137 in 2017 to 18,810 in 2042, as shown in Table 4. Although an aging population may lead to decreased VMT per

[9] California Public Road Data 2017, California Department of Transportation Highway Performance Monitoring System Data Library.

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capita, increased tourism travel is expected to increase VMT overall. As noted in the Introduction, the automobile is expected to remain the primary mode of travel for the foreseeable future. Projecting slow residential growth along with continued recent rates of tourism growth, daily VMT for Mariposa County is estimated to be 708,000 in 2042.

4.1.7 ROADWAY SYSTEM MAINTENANCE

4.1.7.1 State Highways

Caltrans is responsible for the maintenance and rehabilitation of nearly 50,000 lane miles of state highways. The number of distressed lane miles (those with poor structural condition or with poor ride quality) is an important indicator of the State Highway System's pavement condition. This indicator is used by Caltrans to prioritize road maintenance and repairs. For the state, there are approximately 7,889 distressed lane miles (16% of total lane miles) based on an updated 2015 Pavement Condition Survey.[10] This same survey showed that Caltrans District 10, where Mariposa County is located, has approximately 588 distressed lane miles of its 4,339 total lanes miles (17%).

Table 25 and Figure 12 provide historical data for the percentage of distressed lane miles for the state and Caltrans District 3. As the table and figure show, District 10 has historically had a higher percentage of distressed miles than the State of California but has nearly closed the gap in recent years. Both District 10 and the state have reduced the amount and share of distressed pavement over this time.

TABLE 25: DISTRESSED LANE MILES BY SURVEY YEAR

Region	2007	2011	2013	2015
Caltrans District 10	35%	28%	17%	17%
California	26%	25%	16%	16%

Source: Caltrans, 2015 State of the Pavement.

[10] 2015 State of the Pavement Report, California Department of Transportation, 2015.

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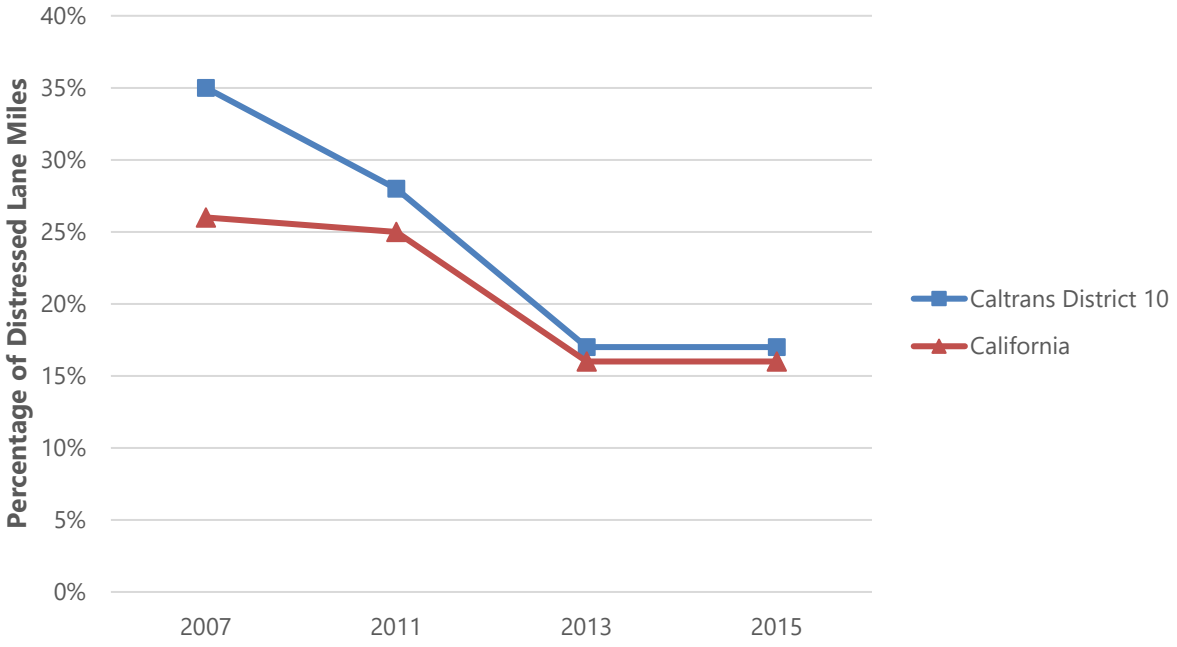
FIGURE 12: DISTRESSED LANE MILES BY SURVEY YEAR



Source: 2015 State of the Pavement Report, California Department of Transportation, 2015.

4.1.7.2 Local Road Maintenance

The 2014 Mariposa County Pavement Management Report Update indicated that the average Pavement Condition Index (PCI) for local Mariposa County roads is 53, or fair, an improvement from 2008, when the average PCI was 50. The report estimated the 10-year maintenance needs to be $95 million (2014 $). This investment would bring PCI to 82 or good. To maintain average PCI at 53, an investment of $38 million would be required. Figure 13 compares the average Mariposa County PCI to that of neighboring and other rural counties.

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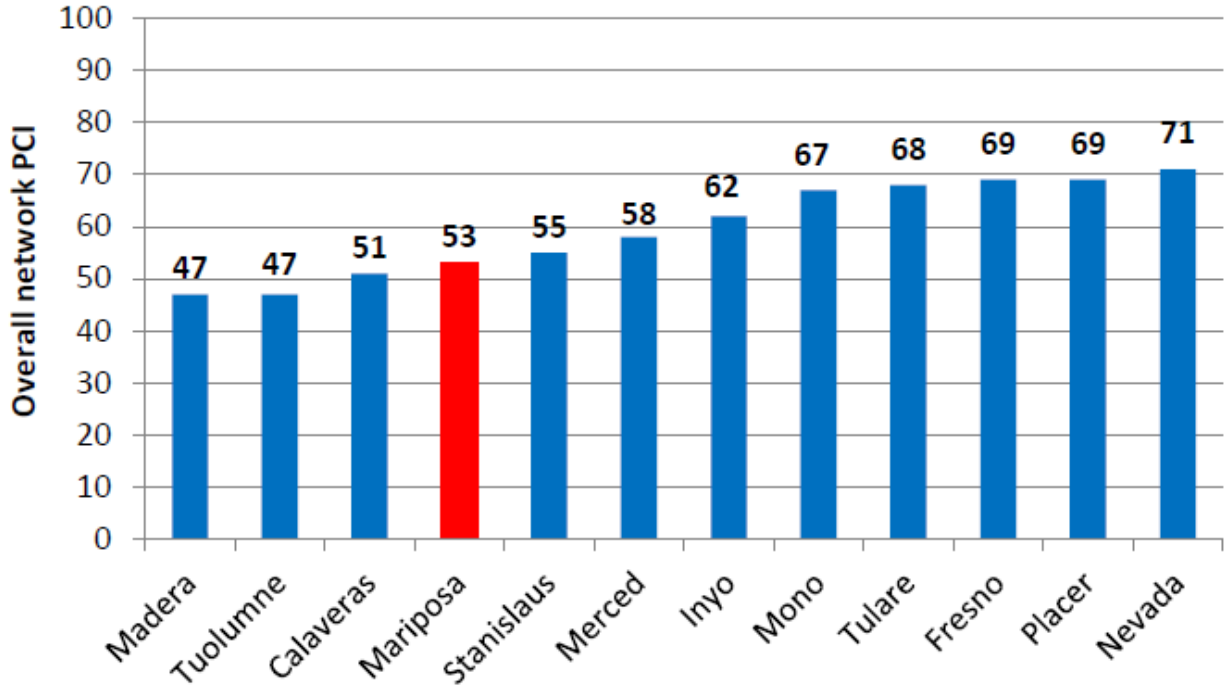
FIGURE 13: PAVEMENT CONDITION INDEX COMPARISON WITH NEIGHBORING COUNTIES



Source: 2014 Mariposa County Pavement Management Report Update.

4.1.7.3 Mariposa County Bridge Needs

The transportation system in Mariposa County includes 55 bridges on County roadways[11] and 34 bridges on state highways.[12] Structurally Deficient (SD) bridges may have load limits and some types of vehicles with loads require a permit to cross. Bridges with sufficiency ratings below 50 are candidates for replacement. 20 of Mariposa County's bridges on local roadways are Structurally Deficient.[13]

4.1.8 COMPLETED PROJECTS

A list of projects that have been completed since the 2012 RTP, or that are currently in progress as a result of committed funds, is provided in Appendix D, Table D-7.

[11] Local Agency Bridge List, California Department of Transportation, July 2018.
[12] California Log of Bridges on State Highways, District 10, California Department of Transportation, October 2018.
[13] Local Agency Bridge List, California Department of Transportation, July 2018.

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

4.1.9 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP)

The current Regional Transportation Improvement Program (RTIP) for Mariposa County is shown in Table 26.

TABLE 26: CURRENT REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM

Location	Post Mile	Total Cost	Type of Improvement
Triangle Road	11.8-14.1	$856,000	Rehabilitation
Ben Hur Road	15.0 -18.5	$1,115,000	Reconstruction
Merced Falls Road	10.0-12.5	$930,000	Phase 1, Rehabilitation
Countywide	N/A	$175,000	Planning, Programming and Monitoring
	Total	**$3,076,000**	

Source: MCLTC, 2019.

4.1.10 ROADWAY NETWORK ACTION PLAN

Improvements to the roadway network are an important strategy necessary to achieve the RTP performance targets. The roadway network action plan supports all regional goals and supporting goals 1, 7, and 8. The projects identified in the RTP below are also consistent with the projects included in the Federal Transportation Improvement Program (FTIP), Regional Transportation Improvement Program (RTIP), and Caltrans Interregional Transportation Improvement Program (ITIP).

Appendix D lists the planned projects for Mariposa County and the goals supported by each project.

- Table D-1 lists short-term financially constrained projects. These projects can reasonably be expected to be funded and begin construction prior to 2027.
- Table D-2 lists long-term financially constrained projects that can reasonably be expected to be funded and constructed between 2027 and 2042.
- Table D-7 lists unconstrained (unfunded) projects that may be constructed prior to the year 2042 if additional revenues are realized or funded by future development.

4.2 PUBLIC TRANSIT

The MCLTC is the regional planning agency responsible for allocating Transportation Development Act (TDA) funds, conducting the annual unmet transit needs process, and preparing Transit Development Plans. Transit Development Plans are generally regarded as the primary short-term planning guides for smaller transit systems and set a policy framework by which the County's mobility needs are identified and met.

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Consolidated Transportation Services Agencies (CTSAs) coordinate social services and carry out intents of the Social Services Transportation Improvement Act of 1979. The purpose of the act was to improve the quality of transportation services to low mobility groups while achieving cost savings and more efficient use of resources. The MCLTC is the designated CTSA for Mariposa County.

The primary public transportation providers serving Mariposa County are Mariposa Public Transit and the Yosemite Area Regional Transportation System (YARTS).

Mariposa Public Transit (Mari-Go) is a general public dial-a-ride service with designated route areas. Vehicle operation is provided weekdays from 8:30 AM to 4:00 PM except on County holidays. Riders must call in advance to schedule rides. Service includes:

- Tuesday Transit to Sonora - For residents of North County only, with pickup originating from the Coulterville and Greely Hill areas. Outlying North County areas other than Coulterville and Greely Hill are by designated rendezvous areas only.
- Monday - Highway 49 North - Bear Valley – Hornitos - Catheys Valley Areas
- Tuesday - Mariposa to Merced. Pick up in Mariposa town area and along SR 140
- Wednesday - SR 49 South - Indian Peak - Usona - Ponderosa Basin - Lushmeadows Areas
- Thursday - 3 Mile radius of Transit Office (can include Mariposa Airport, Mormon Bar, Ben Hur, Parts of Yaqui Gulch and Old Highway)
- Friday - SR 140 East - Midpines- Triangle Road - Carter Road

Mariposa County Transit also operates a curb-to-curb non-emergency medical transportation service, Medi-Trans, for seniors (60 years of age and older) for scheduled medical appointments and/or in-office procedures in Mariposa, Merced, Oakhurst, and Fresno. Medical caregivers are allowed to ride along at no additional charge.

Table 27 shows system-wide performance measures for Mariposa County Transit. Passengers per service hour and service mile decreased somewhat over the period.

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TABLE 27: MARIPOSA PUBLIC TRANSIT PERFORMANCE MEASURES			
Performance Category	**FY 15/16**	**FY 16/17**	**FY 17/18**
Passenger Trips	5,904	5,314	4,265
Fares	$38,428	$37,423	$45,907
Operating Cost	$247,684	$284,860	$349,816
Vehicle Service Hours	1,512.3	1,369	1,204.5
Vehicle Service Miles	42,683	40,900	45,779.0
Passenger Trips/Service Hour	3.9	3.9	3.5
Passenger/Vehicle Service Mile	0.14	0.13	0.13
Farebox Recovery Ratio	15.5%	13.1%	13.12%
Cost/Service Hour	$164.84	$212.51	$295.77
Cost/Service Mile	$5.8	$6.96	$10.31
Source: Mariposa Public Transit, 2019.			

Yosemite Area Regional Transportation System (YARTS) provides fixed route service between Merced and Yosemite National Park with multiple stops in Mariposa County. YARTS also provides seasonal connections between Yosemite Valley and Sonora, Fresno, and Mammoth Lakes. YARTS allows bicycles on buses, provided there is space to accommodate them. YARTS service also connects to the Merced Amtrak station. YARTS transit routes are shown in Figure 14.

In addition to these services, Sonoma Taxi and Limousine serves Mariposa County. A range of social service transportation providers also serve the public. Most of these agencies have a particular focus on the needs of older adults, people with disabilities, or low-income individuals; however, some agencies may serve a broader group.

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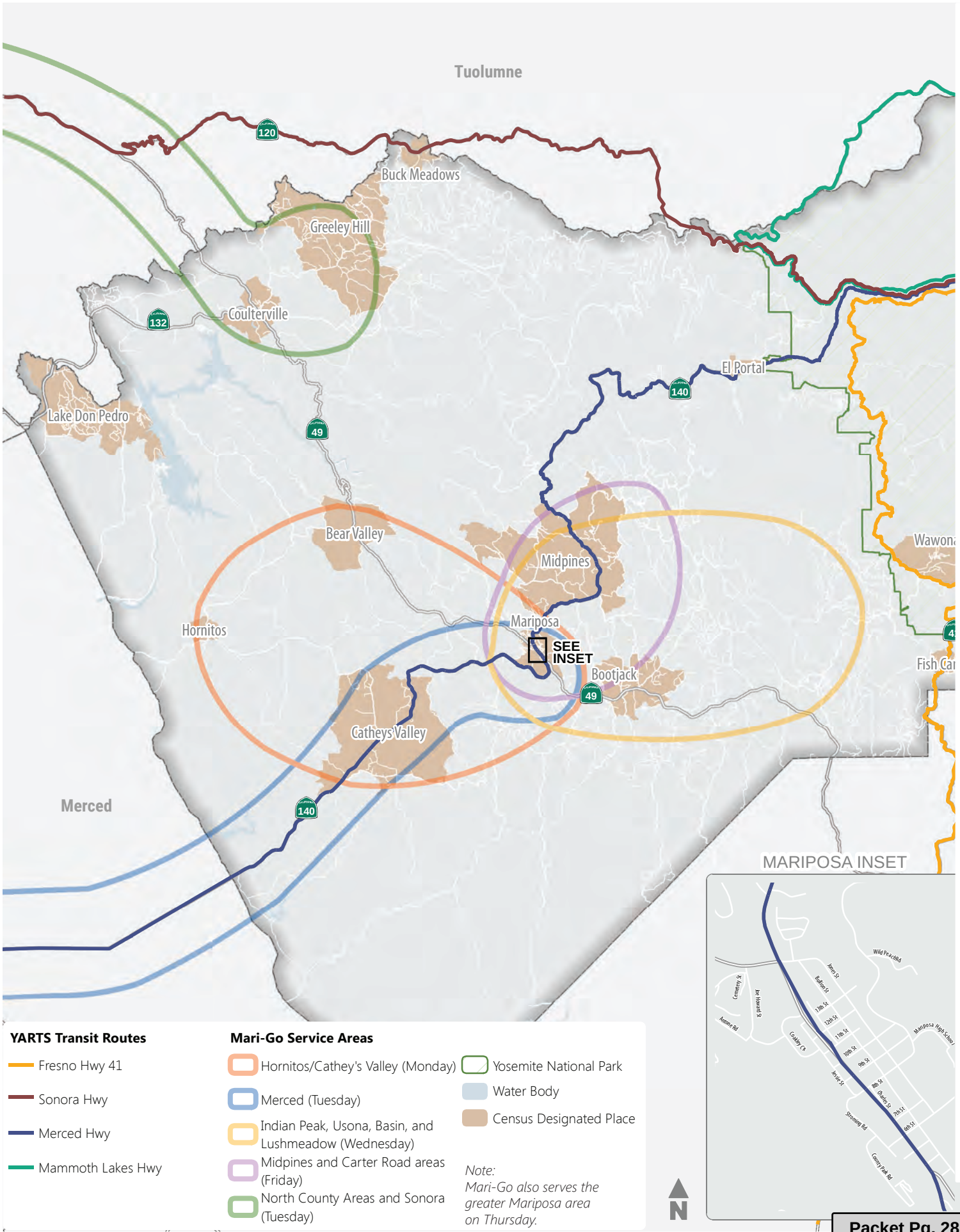

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4.2.1 UNMET TRANSIT NEEDS

Unmet transit needs are those public transportation services which have not been funded or implemented but have been identified through public input, including the annual unmet transit needs public hearing, transit needs studies or other methods approved by the Commission. For Mariposa County, unmet transit needs specifically include the following:

- Public transit services not currently provided for persons who rely on public transit to reach employment; to reach medical assistance; to shop for food or clothing; or to obtain social services such as health care, County welfare programs, and educational programs.
- Trips requested by the transit dependent or transit disadvantaged persons for which there is no other available means of transportation. Transit dependent or transit disadvantaged persons include but are not limited to, the elderly, the disabled, youth, and persons of limited means.

MCLTC has defined an unmet transit need as "reasonable to meet" if the following conditions prevail:

- New, expanded, or revised transit service, if implemented or funded, would not cause the operator to incur expenditures in excess of the maximum amount of Transportation Development Act (TDA) funds available to the County of Mariposa.
- The proposed transit service does not duplicate transit services currently provided by either public or private operators.
- Support exists as demonstrated through the public hearing process or other means of communication for the proposed service.
- New, expanded, or revised transit service, if implemented or funded, would allow the responsible operator to meet the TDA required rural area farebox and revenue ratio of 10 percent (or higher percentage as determined by the LTC) for the overall system. In addition, service will be considered reasonable if the projected average cost per ride, by type of service can be provided at a cost no higher than 10 percent above the average cost per passenger by type of service within Mariposa County for a period no longer than a year.
- There is supporting data to indicate sufficient ridership potential for the new, expanded, or revised service.
- The proposed transit service shall have a reasonable expectation of future demand and available funding on a long-term basis to maintain the service.
- Is needed and would benefit either the general public or the elderly and disabled population as a whole.

Note that comparing unmet transit needs with the need for streets and roads shall not make the determination of whether an unmet transit need is reasonable to meet.

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The Social Services Transportation Advisory Council met on November 13, 2018. Based on the adopted definition and criteria for Unmet Transit Needs it was determined that there were no new transit needs that were reasonable to meet. MCLTC therefore adopted Resolution No. 18-30, "A Resolution Regarding Unmet Needs for Public Transportation" stating that previously identified needs will continue to be met with the existing transit services, and that there were no new unmet transit needs that were reasonable to meet.

4.2.2 TRANSIT NETWORK ACTION PLAN

Improvements to the transit network are also important to achieve the RTP performance targets. The transit network action plan supports regional all goals and supporting goals 2, 5, 9, and 10.

The Short-Range Transit Plan for Mariposa County Transit was released in August 2011. An update is recommended as the five-year horizon for the plan has been passed.

Appendix D, Table D-3 lists the planned short-range and long-range transit projects.

4.3 BICYCLE AND PEDESTRIAN FACILITIES

Walking and bicycling are the most prevalent forms of non-motorized transportation in Mariposa County. In addition to helping reduce traffic congestion and automobile emissions, providing safe facilities that encourage walking and bicycling can enhance the quality of life for Mariposa County residents. However, walking and biking facilities in the County are limited.

As shown in Table 13, walking represents about 9.5% and bicycling represents 2.6% of journeys to work in Mariposa County. However, this data does not include trips for purposes other than work. Many walking and biking trips are made for shopping, to school, or for recreation, which are all more difficult to measure.

The limited amount of pedestrian and bicycle facilities in Mariposa County may be discouraging residents from walking and bicycling. For walking and bicycling to be a viable transportation option for most people, it must be safe, attractive, and easy to utilize. Generally, this includes use of pathway design techniques that promote safety and eliminate barriers, and the placement of paths in sufficient locations and numbers to connect important activity centers such as schools, commercial centers, parks, and residential areas.

The 2011 Mariposa County Bicycle and Pedestrian Transportation Plan was developed to improve these conditions. The plan contains maps existing and recommended future bicycling and pedestrian facilities and includes lists and discussion of projects to implement the new facilities.

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4.3.1 EXISTING BICYCLING FACILITIES

A Class I bike path exists on the west side of the town of Mariposa. The bike path runs parallel to SR 140, beginning at Stroming Road, near Jessie Street and terminating just south of Sixth Street. The total length of the existing bike path is approximately 0.2 miles. Mariposa County does not have any existing Class II bike lanes or Class III bike routes; however, it is legal to bicycle on all public roads in Mariposa County. Many of the County's rural roads are popular for bicycling, including:

- Bear Valley Road
- Ben Hur Road
- Buckeye Road
- Carleton Road
- Greeley Hill Road
- Guadalupe Fire Road
- Hornitos Road
- Indian Gulch Road
- Old Highway
- Silva Road
- Triangle Road
- Yaqui Gulch Road

State highways are also popular for bicycling, especially where no alternative roads exist (for example, SR 140 between Mariposa, El Portal, and Yosemite National Park).

4.3.2 EXISTING PEDESTRIAN FACILITIES

Marked crosswalks are provided at several locations in Mariposa both at intersections and at mid-block locations; however, many marked crosswalks need maintenance. Curb ramps are typically provided only on newer sidewalk segments.

4.3.3 CURRENT BICYCLE AND PEDESTRIAN PLANNING EFFORTS

Mariposa County is currently pursuing the following pedestrian and bicycle improvements:

- **Mariposa Creek Parkway**: The County received a grant award in the amount of $230,091 from the FY 2018-19 Caltrans Sustainable Transportation Planning grant program to develop the Mariposa Creek Parkway Master Plan. The Master Plan will articulate a vision for a four-mile, linear, off-street multi-use active transportation facility, fully integrated with: existing and planned Parkway segments I-III located within the Town of Mariposa and local and regional recreation trails; and

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planned Transportation Center (FY 2017-18) facilities. The project, envisioned by the Mariposa Town Plan, parallels the Mariposa Creek from the Fairgrounds on SR 49 to the CalFire facility on SR 49. The Master Plan will establish how the Parkway will promote economic development, reduce vehicle miles traveled, reduce GHGs, improve accessibility, public health, natural and historical resource conservation, and safety and security.

- **Town of Mariposa Transportation Center Feasibility Study**: The County received a grant award in the amount of $ 235,729 from the FY 2017-18 Caltrans Sustainable Transportation Planning grant program to develop Town of Mariposa Transportation Center Feasibility Study - Phase II. The project will comprehensively plan integrated multi-modal elements including a rural-scale, multi-modal transit center, wayfinding system, active transportation facilities, parking improvements, ADA, safety, and related elements. The plan will establish the Town of Mariposa as a sub-regional Transportation Center by preparing an implementation plan and study for elements identified in Phase I of the project (completed FTA 74A0793). The project will plan VMT reductions through mode shift, improve the local economy and public health through active transportation links, conserve natural and historical resources through contextual plans, and include planning for next steps for finance and implementation.
- **Merced River Trail**: The County has been awarded technical support from the National Parks Service's Rivers, Trails, and Conservation Assistance (RTCA) program to support preliminary planning efforts to expand and improve the Merced River Trail from Bagby into Yosemite National Park. The project team seeks to establish and maintain a multi-use trail that serves as a resource for active recreation, enhances the natural environment, interprets the river corridor's cultural heritage, and provides a unique and enriching outdoor experience for residents and visitors.

4.3.4 BICYCLE AND PEDESTRIAN ACTION PLAN

Improvements to the bicycle and pedestrian networks support achievement of the RTP performance targets. The bicycle and pedestrian action plan supports all regional goals and supporting goals 3, 5, 9, and 10.

The bicycle and pedestrian action plan for Mariposa County includes both a financially constrained plan and a financially unconstrained plan. These plans are presented in Appendix D Tables D-5, D-6, and D-7, along with the objectives supported by each project.

4.4 AVIATION

4.4.1 AVIATION FACILITIES

One public airport exists in Mariposa County. The Mariposa-Yosemite Airport, owned by the County of Mariposa, is a public general aviation airport located at 5020 Macready Way, Mariposa, California 95338 (Location Identifier MPI). The airport covers an area of approximately 115 acres and contains one runway

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that is 3,305 feet long and 60 feet wide. 21 single-engine and 4 multi-engine aircraft are based at the airport, and 9,108 annual operations were conducted at the airport for the twelve months ending April 24, 2018.[14]

Mariposa-Yosemite Airport is in the Federal Aviation Administration's (FAA) National Plan of Integrated Airports System (NPIAS). The FAA grants NPIAS status to airports that have significance to the national system of airports. Because of their value to the system, the FAA provides federal grants to NPIAS airports to maintain and upgrade their facilities. The FAA has several grant programs that cover a wide variety of projects including capital development, routine maintenance, facility upgrades, and airport planning documents. The FAA's Airport Improvement Program (AIP) grant program pays 90-95 percent of a project's cost for general aviation airports.

The California Aviation System Plan (CASP) classifies Mariposa-Yosemite Airport as a regional general aviation airport. The 2010 California Aviation System Plan System Needs Assessment identified the following priority projects:

- Runway Width Expansion ($290,000)
- Automated Weather Services Installation ($100,000)
- Fuel Services Installation ($50,000)

4.4.2 AIRPORT LAND USE PLANNING

The State Aeronautics Act, Public Utilities Code Section 21670 et seq., requires counties with public use airports to conduct airport land use compatibility planning. This function is typically handled by an airport land use commission (ALUC), but counties have the flexibility to develop an alternative process. Counties have the option of designating a single purpose entity, or another existing governing body to serve as the ALUC. ALUCs have two functions: to prepare an airport land use compatibility plan (ALUCP) for each public use airport for its County and to review local agency land use actions and airport master plans.

The ALUC's authority is limited to land use compatibility and safety concerns within the airport influence area. Each airport's influence area is defined by the ALUCP or a default two mile radius around the airport. Every public use airport regardless of size must have an ALUCP. Guidance for airport land use compatibility planning and ALUC formation and function can be found in Caltrans Division of Aeronautics *California Airport Land Use Planning Handbook*, October 2011.

An update to the current Mariposa-Yosemite Airport Land Use Plan has been recommended by the Mariposa County Public Works Department and the County Counsel in accordance with Section 500 of the

[14] U.S. Department of Transportation Federal Aviation Administration Airport Master Records, January 31, 2019.

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FAA/AIP guide. The current airport Comprehensive Land Use Plan and Airport Master Plan were both completed in 1995 and do not reflect significant changes since that time.

4.4.3 AVIATION ACTION PLAN

Improvements to the aviation network support achievement of the RTP performance targets. The aviation action plan supports regional goals 1, 2, and 4 and supporting goal 4.

4.4.3.1 Short-Term Actions

Short-term actions for aviation in Mariposa County are defined in the airport's capital improvement program. The current Mariposa-Yosemite Airport Capital Improvement Program contains the projects listed in Appendix D, Table D-4.

4.4.3.2 Long-Term Actions

The following long-term actions are planned for aviation in Mariposa County. Further actions will be developed in conjunction with the update to the airport master plan and comprehensive land use plan.

1. Support increasing YARTS connectivity to the airport.
2. Support trail connections between the airport and Mariposa.
3. Increase marketing efforts to connect airport users to businesses in Mariposa.

4.5 GOODS MOVEMENT

Goods movement in Mariposa County is mostly concentrated on state highways and some County roads. Table 28 shows the most recent available truck volumes for selected state highway segments in Mariposa. Each of the state facilities carries significant truck volumes at various locations. The highest percent of truck traffic occurs on SR 140 and SR 49. Caltrans reports truck traffic volumes annually; however, not all count locations are updated annually. Seasonal variations and short-term truck volume increases due to construction may not be reflected.

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TABLE 28: MARIPOSA COUNTY 2016 TRUCK VOLUMES ON STATE HIGHWAYS			
Route	**Location (PM)**	**Total Vehicle AADT**	**Percent Trucks**
SR 49	Madera/Mariposa County Line (0.332 O)	3,600	4.4%
SR 49	Mariposa Jct. SR 140 (18.5 B)	6,100	1.3%
SR 49	Mariposa Jct. SR 140 (18.51 A)	6,300	3.0%
SR 49	Coulterville, Jct. SR 132 West (44.67 B)	670	4.9%
SR 49	Coulterville, Jct. SR 132 West (44.67 A)	670	7.2%
SR 132	Coulterville, Jct. SR 49 (18.746 B)	720	4.0%
SR 140	Hornitos Road (9.5 B)	3,450	4.7%
SR 140	Mariposa, South Jct. SR 49 (21.224 B)	8,300	2.8%
SR 140	Mariposa, South Jct. SR 49 (21.224 A)	9,600	2.4%
SR 140	Mariposa, Jct. SR 49 North (22.001 B)	8,400	3.9%
SR 140	Mariposa, Jct. SR 49 North (22.001 A)	5,500	4.5%
SR 140	Briceburg Station (34.07 B)	2,500	11.1%
SR 140	Yosemite National Park (51.803 B)	2,800	5.1%
Source: Caltrans Traffic Census Program, 2016			

The use of Intelligent Transportation Systems (ITS) technologies and communication software by carriers and truck terminals can help drivers plan for the most appropriate routes through the County. Fleet management centers or contracted service providers can now electronically provide route plans, regulatory clearances, and weight fees. These types of technological advances have increased the efficiency of commercial operations. In addition, high truck volumes, especially on two lane roads such as SR 140, SR 41, and SR 49, contribute to travel delay by slowing traffic to less than desired speeds. The addition of truck climbing lanes, turn-outs, and/or passing lanes would help to reduce delays on these facilities. The Caltrans District 10 Regional Concept of Transportation Operations and ITS/Operational Improvement Plan, May 2017, includes a number of these improvements on state highways.

4.5.1 STATE HIGHWAY TRUCK NETWORKS

The 1982 Federal Highway Administration (FHWA) Surface Transportation Assistance Act (STAA) required states to allow larger trucks on the National Network, which is comprised of the Interstate system plus the non-Interstate Federal-Aid Primary System. Truck sizes to be accommodated include:

- STAA Truck with Single Trailer
  - 48 feet maximum, or
  - 53 feet maximum with kingpin-to-rearmost-axle (KPRA) distance of 40 feet maximum (two-axle semitrailer) or 38 feet maximum (single-axle semitrailer).
- STAA Truck with Double Trailer
  - KPRA distance 28 feet, six inch maximum (each trailer)
- California Legal Truck with Single Trailer

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    - 65 feet maximum; trailers 40 feet maximum (two-axle semitrailer) or 38 feet maximum (single-axle semitrailer).
- California Legal Truck with Double Trailer
    - 75 feet maximum with trailers 28 feet, six inch maximum (each trailer)
    - 65 feet maximum with one trailer 28 feet, six inch maximum and the other trailer unlimited length.

All state highways are assigned route classifications which designate the permissible truck size for the route. In Mariposa County, these are defined as follows:

- SR 41: California legal only
- SR 49
    - STAA terminal access route south of PM 30.7
    - California legal only with KPRA advisory north of PM 30.7
- SR 120: California legal only with KPRA advisory
- SR 132: California legal only with KPRA advisory
- SR 140
    - STAAA terminal access route west of PM 22.08
    - Special restriction: no vehicles more than 45 feet in length east of PM 22.08 due to landslide

4.5.2 GOODS MOVEMENT ACTION PLAN

The projects discussed in the Roadway Network Action Plan will directly support improving goods movement in Mariposa County. The action plan supports all regional goals and supporting goals 1, 7, and 8.

4.6 INTELLIGENT TRANSPORTATION SYSTEMS

Intelligent transportation systems (ITS) integrate information technology and communication technologies into the transportation system to maximize the efficient use of transportation infrastructure. The implementation of ITS technologies is aimed at improving safety and enhancing the capacity of the existing transportation facilities through more effective management and operation of the transportation system. The U.S. Department of Transportation advocates implementation of the National ITS Architecture, a framework devised to encourage functional harmony, interoperability, and integration among local, regional, state, and federal ITS applications. Caltrans provides road information for state highways online and via telephone, which is a simple example of an ITS system. Key ITS applications existing or

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recommended for Mariposa County include transit and traveler information (e.g. telephonic and Web-based travel information access), highway advisory radio, and automatic vehicle location for transit vehicles.

Caltrans District 10 released an Intelligent Transportation System (ITS) / Operational Improvement Plan in May 2017. This plan does not identify specific improvements for Mariposa County.

4.6.1 INTELLIGENT TRANSPORTATION SYSTEMS ACTION PLAN

The short-term and long-term actions below support all regional goals and supporting goal 9.

1. Work with Caltrans District 10 to incorporate Mariposa County projects into the Intelligent Transportation System (ITS) / Operational Improvement Plan.
2. Work with Caltrans District 10 to update the Sierra Nevada ITS Strategic Deployment Plan.

4.7 TRANSPORTATION SYSTEMS MANAGEMENT

Transportation Systems Management (TSM) describes a variety of strategies used to maximize the efficiency of the existing transportation system. Techniques used for TSM are generally low-cost measures to reduce travel demand or improve the utilization of existing transportation facilities. Strategies can include striping, parking improvements, signalization timing, and circulation alternatives to reduce congestion.

4.7.1 TRANSPORTATION DEMAND MANAGEMENT

Transportation Demand Management systems focus on reducing or shifting transportation demand to off-peak hours to reduce the need for transportation system capacity increases, reduce congestion, and improve air quality. Telecommuting and working at home is a means of providing workers electronic access to employers from home. The recent increase in workers working at home (as shown in Table 13 and Figure 7) suggests that telecommuting is increasing in Mariposa County. However, broadband internet service in many areas of the County outside of population centers is slow, often via fixed wireless services or satellite.

4.7.2 MULTIMODAL AND INTERMODAL FACILITIES

Multimodal and intermodal facilities and services enable transportation users to switch easily between modes and support efficient use of transportation resources.

MCLTC completed the Mariposa Transportation Center Feasibility Study Phase I Preferred Plan in March 2017. The plan envisions a rural scale transportation hub with flexible parking, transit options, active

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transportation choices, and wayfinding guides to facilitate the free flow of visitors and residents. The County has received funding for the Phase II study, as described in Section 4.3.3.

Additionally, all YARTS buses have bicycle racks.

4.7.3 TRANSPORTATION SYSTEMS MANAGEMENT ACTION PLAN

The short-term and long-term actions below support all regional goals and supporting goals 2, 3, and 9.

1. Encourage increased marketing efforts in Mariposa County to increase public awareness of transit opportunities.
2. Coordinate with Caltrans to identify and implement traffic flow improvements on state highways.
3. Improve and expand public transportation systems as feasible through the annual unmet transit needs process.
4. Develop and expand facilities to support the use of alternatives to single-occupancy vehicle driving including projects in the Bicycle and Pedestrian Transportation Plan, increased transit service, and the Mariposa Transportation Center.
5. Support organizations promoting broadband expansion to increase opportunities to work at home.

4.8 AIR QUALITY AND GREENHOUSE GASES

4.8.1 ENVIRONMENTAL SETTING

Mariposa County is located within the Mountain Counties Air Basin (MCAB). The MCAB includes Nevada, Sierra, Plumas, Amador, Calaveras, Tuolumne, and Mariposa counties and a portion of El Dorado and Placer counties. California air basin boundary designations generally cover areas that share similar meteorological and geographic conditions. The MCAB includes both the western and eastern slopes of the Sierra Nevada Mountains, including much of the Sierra foothills.

In the foothills, regional airflow patterns are influenced by the mountainous and hill covered terrain, which direct surface air flows, cause shallow vertical mixing, and create areas of high pollutant concentrations by hindering dispersion. Inversion layers frequently occur, where warm air overlays cooler air, and traps pollutants close to the ground.

In the summer, the strong upwind valley air flowing into the basin from the Central Valley to the west is an effective transport medium for ozone precursors and ozone generated in the Bay Area and the Sacramento and San Joaquin valleys. These transported pollutants predominate as the cause of ozone in the MCAB and

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are largely responsible for the exceedances of the state and federal ozone Ambient Air Quality Standards in the MCAB. The California Air Resources Board (CARB) has officially designated the MCAB as "ozone impacted" by transport from those areas (13 CCR sec. 70500).

4.8.2 EXISTING AIR QUALITY CONDITIONS

The Environmental Protection Agency (EPA) has designated Mariposa County as "moderate nonattainment" for the 2008 and 2015 ozone National Ambient Air Quality Standards (NAAQS). Nonattainment is due primarily to transport of pollutants generated outside of Mariposa County, primarily the San Joaquin Valley, into Mariposa County.

The standards are designed to protect the public from exposure to ground-level ozone. Ozone is unhealthy to breathe, especially for people with respiratory diseases and for children and adults who are active outdoors. The 8-hour ozone standard is based on averaging air quality measurements over 8-hour blocks of time. EPA uses the average of the annual fourth highest 8-hour daily maximum concentrations of ozone from each of the last three years of air quality monitoring data to determine a violation of the ozone standard.

All of Mariposa County is classified as either attainment or unclassifiable for all other NAAQS.

4.8.3 GREENHOUSE GASES

As discussed in Section 3.2 of the Policy Element, more efficient vehicles and low-carbon fuel efforts being pursued at the state level will likely afford the greatest reduction in rural GHG emissions. MCLTC will continue to support these efforts, including the expansion of electric vehicle charging stations within the County.

The low-density nature of most Mariposa County development creates challenges for meeting access and mobility needs via non-automotive modes. As with most rural counties, alternative modes are limited in Mariposa County and are not seen as a significant replacement to the automobile for economic, mobility, and geographic reasons. These factors and funding challenges similarly limit the availability of transit within Mariposa County. Additionally, walking and bicycling are more difficult in many areas of the County due to hilly topography. MCLTC will continue to support transit, pedestrian, and bicycle transportation as discussed in Section 4.2, Public Transit, and Section 4.3, Bicycle and Pedestrian Facilities, of the Action Element.

4.8.4 AIR QUALITY AND GREENHOUSE GASES ACTION PLAN

The short-term and long-term actions below support all regional goals and supporting goals 5 and 10.

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1. Support continued expansion of electric vehicle charging station networks.
2. Encourage the use of alternative fuels and electric vehicles to reduce impacts on air quality as feasible.
3. Coordinate with the Mariposa County Air Pollution Control District on future air quality planning efforts.
4. Identify projects eligible for Congestion Mitigation Air Quality funds to reduce emissions and improve air quality.

4.9 TRANSPORTATION SAFETY AND SECURITY ACTION PLAN

The transportation system must be safe as well as efficient for all users. Safety includes collision reduction, homeland security, and personal safety and security.

Roadway safety statistics were discussed in Section 4.1.5 of the Roadway Network Action Element. Some sections of state highway have higher collision rates than comparable sections statewide.

The Mariposa County Office of Emergency Services (OES) is responsible for the day-to-day administration of the County's disaster preparedness and response program. Per the California Emergency Services Act, the Mariposa County OES is responsible for directing the County's overall emergency response to natural disasters, man-made incidents, or acts of terrorism, in cooperation with local jurisdictions and agencies.

The MCLTC's role in transportation safety and security consists of the following:

- Planning and programming transportation infrastructure improvements
- Serving as a resource of information on transportation system capacities and resulting level of services that might be experienced in relation to certain planned emergency responses
- Identifying opportunities to leverage resources for planning and construction of transportation infrastructure projects that can enhance transportation and security efforts
- Coordinating with Caltrans and local jurisdictions to identify safety and security concerns on key facilities and work to identify funding and implement solutions

4.9.1 TRANSPORTATION SAFETY AND SECURITY ACTION PLAN

The short-term and long-term actions below support all regional goals and supporting goals 1, 3, and 4.

1. Work with Caltrans to implement projects included in the state route TCRs which will increase safety on state highways.

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2. Work with the California Highway Patrol, Caltrans, and County agencies to increase public outreach and education and related enforcement initiatives that target high risk behavior issues that improve safety.
3. Implement projects in the Bicycle and Pedestrian Transportation Plan to increase safe bicycle and pedestrian access throughout the County.
4. Work with Caltrans to implement projects and plans for natural disaster evacuation routes.

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5.0 FINANCIAL ELEMENT

The Financial Element identifies the current and anticipated revenue sources and financing techniques available to fund the planned transportation investments described in the Action Element. Additionally, the Financial Element defines realistic financing constraints and opportunities.

The Action Element calls for an extensive list of improvements over the period of the Plan. As is true in many other areas of the state, there are not enough existing federal, state, or regional resources to fully fund all the improvements identified. Therefore, this financial analysis presents a constrained funding scenario made up of the revenue that is reasonably expected to be available from existing funding mechanisms over the horizon of the RTP, including projections of the future STIP and federal transportation funds. It also identifies unconstrained (unfunded) transportation needs.

Costs for planned projects have been calculated in year-of-expenditure dollars to account for estimated inflation. All State Highway projects programmed in the State Transportation Improvement Program are shown in year-of-expenditure dollars. The inflation rates were developed by Caltrans to reflect recent trends in the construction industry.

5.1 ESTIMATE OF REVENUES

A key task in the preparation of a long-range transportation funding strategy is an assessment of revenue potentially available from existing federal and state programs and local sources. Table 29 summarizes the revenues available to support operations, maintenance, and projects to improve the Mariposa County transportation system in both the short and long terms. Estimates below are consistent with the four-year STIP fund estimate.

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TABLE 29: ESTIMATE OF REVENUES TO IMPLEMENT CONSTRAINED PROJECTS			
Revenue Sources	**Estimated Revenues ($1000)**		
	Short-Range	**Long-Range**	**Total**
Local			
Airport Income	$301	$162	$464
Transit Income (Fares)	$109	$210	$318
Transportation Development Act (TDA) Administration; Planning, Programming, and Monitoring (PPM)	$487	$625	$1,112
Local Transportation Fund (LTF)	$4,560	$9,622	$14,182
Subtotal	***$5,457***	***$10,619***	***$16,076***
State			
Regional Improvement Program (RIP)	$11,949	$20,107	$32,057
State Transit Assistance (STA)	$955	$1,967	$2,922
Proposition 1B (Transit)	$1,290	$1,440	$2,729
Subtotal	***$14,194***	***$23,514***	***$37,708***
Federal			
Federal Transit 5311 (Formula)	$738	$1,363	$2,101
Surface Transportation Program (STP)	$3,120	$6,407	$9,527
Highway Bridge Program (HBP)	$3,097	$18,108	$21,204
Highway Users Tax (HUT) (operations and maintenance)	$12,082	$24,389	$36,470
Highway Users Tax (HUT 2103)	$10,237	$20,280	$30,517
Subtotal	***$29,274***	***$70,545***	***$99,819***
GRAND TOTAL ALL REVENUE SOURCES	**$48,925**	**$104,678**	**$153,604**
Source: MCLTC, 2019			

5.2 FUNDING PROGRAMS

The passages of the federal FAST Act and California SB 1 have improved the outlook for funding transportation maintenance and improvements in California.

At the national level, the federal gas tax has been unchanged at 18.4 cents per gallon since 1997, and thus has experienced a significant decline in real purchasing power. The FAST Act, passed in 2015, covers fiscal years 2016 to 2020 and is the first long-term transportation bill in a decade. However, though funding was provided through 2020, no increase to the gas tax was included, and funding shortfalls are likely to continue thereafter.[15]

[15] U. S. Department of Transportation, The Fixing America's Surface Transportation Act or "FAST Act," Updated January 12, 2016, https://www.transportation.gov/fastact.

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

5.2.1 FEDERAL FUNDING PROGRAMS

The Fixing America's Surface Transportation (FAST) Act

On December 4, 2015, President Obama signed into law the Fixing America's Surface Transportation (FAST) Act. Overall, the FAST Act largely maintains current program structures and funding shares between highways and transit. The law also makes changes and reforms to many Federal transportation programs, including streamlining the approval processes for new transportation projects, providing new safety tools, and establishing new programs to advance freight projects. A summary of important federal programs is provided below.

Surface Transportation Block Grant Program (STBGP)

The Surface Transportation Block Grant Program (STBGP) provides flexible funding that may be used by states and localities for projects on any federal-aid highway. In the past, this funding was authorized by the Surface Transportation Program (STP) in the Moving Ahead for Progress in the 21st Century Act (MAP-21). Funding for STBGP is now authorized through the FAST Act, with the same goals as STP funding. This funding may be used by States and localities for projects to preserve or improve conditions and performance on any Federal-aid highway, bridge projects on any public road, facilities for active transportation, transit capital projects, and public bus terminals and facilities.

The Transportation Alternatives Program (TAP), authorized through MAP-21, provided funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, transit access, mobility, and recreation trails. This program is now part of the STBGP in FAST instead of a stand-alone program as it was under MAP-21.

Congestion Mitigation and Air Quality Program (CMAQ)

This funding program, established by the 1991 Federal Intermodal Surface Transportation Efficiency Act (ISTEA) and continued MAP-21, continues under the FAST Act. Funds are directed to transportation projects and programs that contribute to the attainment of maintenance of National Ambient Air Quality Standards in non-attainment or air quality maintenance areas for ozone, carbon monoxide, or particulate matter under the provisions of the Clean Air Act.

Eligible CMAQ projects include public transit improvements, high occupancy vehicle (HOV) lanes; intelligent transportation infrastructure, traffic management and traveler information systems, employer-based transportation management plans and incentives, traffic flow improvement programs (signal coordination), fringe parking facilities serving multiple occupancy vehicles, shared ride services, bicycle and pedestrian

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facilities, flexible work-hour programs, outreach activities establishing Transportation Management Associations (TMAs), and fare/fee subsidy programs.

Airport Improvement Program (AIP)

The Federal AIP provides grants to public agencies and private owners and entities for the planning and development of public-use airports that are in the National Plan of Integrated Airport System (NPIAS). Eligible projects include improvements related to enhancing airport safety, capacity, security, and environmental concerns. In general, sponsors can use AIP funds on most airfield capital improvements or repairs, except terminals, hangars, and non-aviation development.

Federal Lands Access Program (FLAP)

The Federal Lands Access Program (Access Program) was established in 23 U.S.C. 204 to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. The Access Program supplements State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators.

Federal Transit Administration (FTA)

The FAST Act continues funding for transit, including the following programs:

Section 5310 - Capital funds for elderly and disabled transit programs. This competitive grant program has been administered by Caltrans. Under the FAST Act, localities that provide transit service can be direct recipients. Private non-profit corporations and public agencies are also eligible.

Section 5311b - Rural Assistance Program funds can be used for non-urbanized public transportation, both capital and operating costs. Although these funds are subject to federal approval, they are programmed locally.

Section 5339 - The Grants for Buses and Bus Facilities program makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program, the Low- or No-Emission Vehicle Program, provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.

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5.2.2 STATE FUNDING PROGRAMS

Area 4 Agency on Aging (A4AA)

The Area 4 Agency on Aging provides funds supporting transit for older adults and their families.

California Aid to Airports Program (CAAP)

CAAP encompasses three different programs administered by Caltrans Division of Aeronautics. These include discretionary grants for capital improvements, annual grants of $10,000 each to general aviation airports, and matching funds for Federal Aviation Administration (FAA) grants.

Highway Safety Improvement Program (HSIP)

Caltrans administers the Highway Safety Improvement Program (HSIP) specified as part of the FAST Act. This program uses cost-benefit ratios as a primary factor in the awarding of applications. Because the program focuses on roadway safety, projects with documented collision history – through frequency of collision but particularly collision severity – are typically ranked higher.

State Transportation Improvement Program (STIP), Interregional Improvement Program (IIP), and Regional Improvement Program (RIP)

The STIP is a five-year multimodal program that is funded through the State Highway Account and other sources. All STIP projects must be capital projects (including project development costs) needed to improve transportation. These projects generally include, but are not limited to, improving state highways, local roads, public transit, intercity rail, pedestrian and bicycle facilities, grade separations, transportation system management, transportation demand management, sound walls, intermodal facilities, safety, and environmental enhancement and mitigation.

The STIP consists of two broad programs. 75% of the funds available to the STIP are committed to the Regional Improvement Program (RIP). Projects to be funded from the RIP are selected by regional transportation planning agencies and are included in their Regional Transportation Improvement Programs (RTIPs). The RTIP may propose to program or reserve up to 5% of the County share for project planning, programming, and monitoring by the transportation planning agency. The remaining 25% of STIP funds will be available to Caltrans for state highways, intercity rail, grade separation, and mass transit guideway improvements. This funding program is called the Interregional Improvement Program (IIP) and Caltrans list of projects will be known as the Interregional Transportation Improvement Program (ITIP).

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Low Carbon Transit Operations Program (LCTOP)

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance, and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions.

Public Transportation, Modernization, Improvement, and Service Account (PTMISEA)

Approved as Proposition 1B on the November 2006 ballot, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act includes $4 billion for the Public Transportation, Modernization, Improvement, and Service Account (PTMISEA). Of this amount, $3.6 billion is designated for public transportation projects that protect the environment and public health, conserve energy, reduce congestion, and increase mobility and access. Funds are distributed by formula based on population or revenue to transit operators for capital projects.

Rural Planning Assistance (RPA)

RPA is state transportation planning funding included in a State Budget line item that is allocated annually by the Caltrans Office of Regional Planning (ORP) (via a population tiered formula) to the 26 rural RTPAs per PUC 99311.1.

State Highway Operations and Protection Program (SHOPP)

The SHOPP is a ten-year program developed by Caltrans for the expenditure of transportation funds for major capital improvements that are necessary to preserve and protect the state highway system. Projects included in the SHOPP are limited to capital improvements relative to maintenance, safety, and rehabilitation of State highways and bridges, which do not add capacity to the system.

State Highway Maintenance

State Highway Maintenance provides funding to support maintenance efforts on the state highways and roadways.

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State Transit Assistance Funding (STA)

State Transit Assistance funds can be used for the operation of public transportation and transit capital purchases, but are subject to performance criteria for utilization for operating purposes. These funds are allocated to regional transportation planning agencies pursuant to Sections 99313 and 99314 of the Public Utilities Code. The 99313 funds are allocated based on population, and the 99314 funds are allocated based on transit revenues collected.

5.2.3 LOCAL REVENUE

Gas Tax Revenue and Gas Tax Swap (Gasoline Excise Tax Subvention)

Gas tax revenues are generated through an excise tax on motor fuel imposed by the State of California. Gas tax funds are distributed to cities and counties formulaically to be used for street and road maintenance. Subventions are expected to continue for local jurisdictions based on existing formulas. After transportation bond debt payments, 44% of the gasoline excise tax is directed to local jurisdictions to support street and road maintenance. The state annually adjusts the excise tax to account for the decreased gasoline sales tax and maintain revenue neutrality. Thus, funds may vary year to year as consumption varies (due to economic conditions, fuel efficiency or other factors) and price varies (due to volatility of gas production and supply).

Local Transportation Fund (LTF)

Local Transportation Fund is a revenue source generated by 1/4 cent of the 8 1/4 cent retail sales tax collected statewide. Funds are apportioned to each County based on the amount of tax collected in that County. MCLTC has the authority to allocate LTF funds for transit services, community transit services, pedestrian and bike projects, and roadways. In regions with less than 500,000 in population, funds may be used for streets and roads purposes if it is determined that there are no transit needs that are reasonable to meet.

Transit Fares

Funds generated by passenger fares on transit services are used to help fund system operating costs. Under the requirements of the Transportation Development Act (TDA), fares must generate at least 10% of the operating revenue for transit systems in Mariposa County.

Local Traffic Impact Fees

Under state law local jurisdictions may impose fees on development to mitigate impacts on traffic generated by the new development on the road system.

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5.3 COMPARISON OF PROJECTED EXPENDITURES AND REVENUES

Projected expenditures associated with the 2017-2042 Regional Transportation Plan must be constrained within the anticipated revenues. This section compares the short-term and long-term action plans for each mode with the anticipated revenues for the 2017-2042 timeframe. Revenues for roadway network capital projects and maintenance costs are compared in Table 30 below.

TABLE 30: PROJECT COST ESTIMATES (IN THOUSANDS)

	Short-Range FY 2017/18 - 2026/27	Long-Range FY 2027/28 - 2041/42	Total
County Road and Bridge	$18,394	$48,536	$66,930
Transit	$245	$425	$670
Aviation	$2,067	$0	$2,067
Bicycle	$21,640	$42,197	$63,836
Pedestrian	$4,378	$11,907	$16,284
TDA Administration	$487	$625	$1,112
Total Costs	$46,723	$103,064	$149,787
Total Revenues	$48,925	$104,678	$153,604
Surplus/Deficit	$2,203	$1,614	$3,816

Source: MCLTC and Fehr & Peers, 2019

This table shows a nominal surplus in both the short-term and long-term planning horizons. However, this surplus is primarily due to the limited number and scope of planned projects, not robust revenue. It is assumed that reasonably available forecasted revenue is sufficient over the entire planning period to fund programmed and planned improvements.

5.4 POTENTIAL REGIONAL REVENUE OPTIONS

Providing adequate funding for the actions recommended in this RTP will require a combination of funding mechanisms. Due to expected challenges at the federal and state levels, local jurisdictions will have to rely more heavily on their own resources. Described below are potential local funding programs that have been successful in other jurisdictions and are applicable for use in Mariposa County.

- *Local Option Sales Taxes:* These taxes have been instituted in several counties to fund transportation improvements. Future increases in traffic congestion and the limited amount of state funding

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available to implement needed transportation improvements may make this a viable option to Mariposa County residents in the future. Local option sales tax funding for transportation improvements has been approved by voters in many of the metropolitan counties. It appears that voters are generally receptive to such a tax, when the specific projects to be funded by the tax meet the needs identified by the voters.

- *Local Option Motor Vehicle Fuel Taxes:* These taxes can be implemented by a two-thirds endorsement of Mariposa County voters and an agreement between applicable agencies on the amount of tax and allocation of revenues.
- *Conditions of Development:* Conditions may be placed on proposed development, which contributes to a transportation system impact. A development may be conditioned to assist in the implementation of any improvement directly related to their development.
- *General Obligation Bond Measures:* Cities and counties may issue general obligation bonds payable through increased property taxes by a two-thirds majority vote of the general electorate. These bonds may be used to fund government services, including transportation improvements.
- *Benefit Assessment Districts:* This allows local governments to recover the costs of public improvements directly from property owners benefiting from the project(s). The assessment is based on the premise that the transportation improvement project(s) enhances the value of the affected property. Assessments are enacted according to a zone of benefit, with each affected parcel being assessed a specified dollar amount. The amount of revenue generated from an assessment district is dependent on the cost of its proposed public improvements.
- *Mello-Roos Community Facilities Districts:* This source of revenue provides for the issuance of tax-free municipal bonds by creating a special tax assessment district to repay the debt. Local jurisdictions may form the district and levy a special tax after two-thirds approval of the voters (or if uninhabited, two-thirds of the landowners) within the proposed district. Total revenues are dependent on the costs of proposed projects.
- *Active Transportation Program:* The Active Transportation Program was created in 2013 and consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. MCLTC completed the Bicycle and Pedestrian Transportation Plan in 2011. This plan could be updated to meet the requirements of this program. Areas of the County are likely to qualify as disadvantaged communities under this program and therefore are more likely to be eligible for project funding.

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APPENDIX A: REGIONAL TRANSPORTATION PLAN CHECKLIST

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Regional Transportation Plan Checklist

(Revised December 2016)

(To be completed electronically in Microsoft Word format by the RTPA and submitted along with the draft and final RTP to Caltrans)

Name of RTPA: Mariposa County Local Transportation Commission

Date Draft RTP Completed: May 9, 2019

RTP Adoption Date: July 9, 2019

What is the Certification Date of the Environmental Document (ED)? July 9, 2019

Is the ED located in the RTP or is it a separate document? Separate document

By completing this checklist, the RTPA verifies the RTP addresses all of the following required information within the RTP.

Regional Transportation Plan Contents

		Yes/No	Page #
	General		
1.	Does the RTP address no less than a 20-year planning horizon? (23 CFR 450.322(a))	Yes	4
2.	Does the RTP include both long-range and short-range strategies/actions? (23 CFR 450.324(b) "Should" for RTPAs)	Yes	4
3.	Does the RTP address issues specified in the policy, action and financial elements identified in California Government Code Section 65080?	Yes	22, 42, 75
4.	Does the RTP include Project Intent i.e. Plan Level Purpose and Need Statements?	Yes	4, 33
	Consultation/Cooperation	Yes/No	Page #
1.	Does the RTP contain a documented public involvement process that meets the requirements of Title 23, CFR part 450.210(a)?	Yes	5, App. B
2.	Does the documented public involvement process describe how the RTPA will seek out and consider the needs of those traditionally underserved by the existing transportation system, such as low-income and minority households, who may face challenges accessing employment and other services? (23 CFR 450.210(a)(1)(viii))	Yes	App. B. App. C
3.	Was a periodic review conducted of the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process? (23 CFR part 450.210(a)(1)(ix))	Yes	5
4.	Did the RTPA consult with the appropriate State and local representatives including representatives from environmental and economic communities; airport; transit; freight during the preparation of the RTP? (23 CFR 450.316(b) "Should" for RTPAs)	Yes	5
3.	Did the RTPA who has federal lands within its jurisdictional boundary involve the federal land management agencies during the preparation of the RTP? (23 CFR 450.216(j))	Yes	5
6.	Where does the RTP specify that the appropriate State and local agencies responsible for land use, natural resources, environmental protection, conservation and historic preservation consulted? (23 CFR part 450.216(j))	Yes	5

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		Yes/No	Page #
7.	Did the RTP include a comparison with the California State Wildlife Action Plan and (if available) inventories of natural and historic resources? (23 CFR part 450.216(j))	Yes	26
8.	Did the RTPA who has a federally recognized Native American Tribal Government(s) and/or historical and sacred sites or subsistence resources of these Tribal Governments within its jurisdictional boundary address tribal concerns in the RTP and develop the RTP in consultation with the Tribal Government(s)? (23 CFR part 450.216(i))	Yes	6
9.	Does the RTP address how the public and various specified groups were given a reasonable opportunity to comment on the plan using the public involvement process developed under 23 CFR part 450.210(a)? (23 CFR 450.210(a)(1)(iii))	Yes	5
10.	Does the RTP contain a discussion describing the private sector involvement efforts that were used during the development of the plan? (23 CFR part 450.210(a))	Yes	5
11.	Is the RTP coordinated and consistent with the Public Transit-Human Services Transportation Plan? (23 CFR part 450.208(h))	Yes	25
12.	Were the draft and adopted RTP posted on the Internet? (23 CFR part 450.216(o))	Yes	5
13.	If the RTPA made the election allowed by Government Code 65080(b)(2)(M) to change the RTP update schedule (from 5 to 4 years) and change the local government Housing Element update schedule (from 5 to 8 years), was the RTP adopted on the estimated date required to be provided in writing to State Department of Housing and Community Development pursuant to Government Code 65588(e)(5) to align the Regional Housing Need Allocation planning period established from the estimated RTP adoption date with the local government Housing Element planning period established from the actual RTP adoption date?	NA	NA

Modal Discussion

		Yes/No	Page #
1.	Does the RTP discuss intermodal and connectivity issues?	Yes	70
2.	Does the RTP include a discussion of highways?	Yes	43
3.	Does the RTP include a discussion of mass transportation?	Yes	58
4.	Does the RTP include a discussion of the regional airport system?	Yes	65
5.	Does the RTP include a discussion of regional pedestrian needs?	Yes	63
6.	Does the RTP include a discussion of regional bicycle needs?	Yes	63
7.	Does the RTP address the California Coastal Trail? (Government Code 65080.1) (For MPOs and RTPAs located along the coast only)	NA	NA
8.	Does the RTP include a discussion of rail transportation?	Yes	42, 60
9.	Does the RTP include a discussion of maritime transportation (if appropriate)?	NA	NA
10.	Does the RTP include a discussion of goods movement?	Yes	67

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	Programming/Operations	Yes/No	Page #
1.	Is the RTP consistent (to the maximum extent practicable) with the development of the regional ITS architecture? (23 CFR 450.208(g))	Yes	69
2.	Does the RTP identify the objective criteria used for measuring the performance of the transportation system?	Yes	39
3.	Does the RTP contain a list of un-constrained projects?	Yes	App. D
	Financial	**Yes/No**	**Page #**
1.	Does the RTP include a financial plan that meets the requirements identified in 23 CFR part 450.322(f)(10) ("Should" for RTPAs)	Yes	75
2.	Does the RTP contain a consistency statement between the first 4 years of the fund estimate and the 4-year STIP fund estimate? (Government Code 65080(b)(4)(A))	Yes	75
3.	Do the projected revenues in the RTP reflect Fiscal Constraint? (Government Code 65080(b)(4)(A))	Yes	75
4.	Does the RTP contain a list of financially constrained projects? Any regionally significant projects should be identified. (Government Code 65080(4)(A))	Yes	58
5.	Do the cost estimates for implementing the projects identified in the RTP reflect "year of expenditure dollars" to reflect inflation rates? (23 CFR part 450.324(f)(11)(iv)) ("Should" for RTPAs)	Yes	42
6.	After 12/11/07, Does the RTP contain estimates of costs and revenue sources that are reasonably expected to be available to operate and maintain the freeways, highway and transit within the region? (65080(b)(4)(A) (23 CFR 450.324(f)(11)(i))	Yes	75
7.	Does the RTP contain a statement regarding consistency between the projects in the RTP and the ITIP? (2016 STIP Guidelines Section 33)	Yes	58
8.	Does the RTP contain a statement regarding consistency between the projects in the RTP and the FTIP? (2006 STIP Guidelines section 19)	Yes	58
	Environmental	**Yes/No**	**Page #**
1.	Did the MPO/RTPA prepare an EIR or a program EIR for the RTP in accordance with CEQA guidelines?	Yes	4
2.	Does the RTP contain a list of projects specifically identified as TCMs, if applicable?	NA	NA
4.	Does the RTP specify mitigation activities? (23 CFR part 450.216(k))	No	NA
5.	Where does the EIR address mitigation activities?	No	NA
6.	Did the MPO/RTPA prepare a Negative Declaration or a Mitigated Negative Declaration for the RTP in accordance with CEQA guidelines?	Yes	4
7.	Does the RTP specify the TCMs to be implemented in the region? (federal nonattainment and maintenance areas only)	NA	NA

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I have reviewed the above information and certify that it is correct and complete.

(Must be signed by RTPA Executive Director or designated representative)

7/9/19
Date

Mike Healy

Executive Director

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APPENDIX B: PUBLIC PARTICIPATION PLAN

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

MARIPOSA COUNTY LOCAL TRANSPORTATION COMMISSION

PUBLIC PARTICIPATION PLAN

JUNE 2010

Prepared by:

Mariposa County Local Transportation Commission
4639 Ben Hur Rd
Mariposa, CA 95338
(209) 966-5356

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

INTRODUCTION

BACKGROUND

The Mariposa County Local Transportation Commission is designated as the Regional Transportation Planning Agency (RTPA). The Commission consists of the five County Board Members, and the Public Works Director is the designated Executive Director.

REGION

Mariposa County is located in central California on the western slope of the Sierra Nevada, has an area of approximately 931,200 acres of which 514,033 acres is in public ownership (Yosemite National Park, the Bureau of Land Management, and the Sierra and Stanislaus National Forests). Transportation options within Mariposa County consists of a fixed route service provided as part of the Yosemite Area Regional Transportation System (YARTS) and demand response to dial-a-ride services provided by Mari-Go.

The 2006 Census reported the population of Mariposa County to be 18,401. This population is not congregated within any specific region, but dispersed throughout the County; the County's population density is approximately 237 persons per square mile. Only 8% of the County's population resides within the town of Mariposa.

SAFETEA-LU REQUIREMENTS

The Federal Transportation Bill, Safe, Accountable, Flexible and Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), emphasizes the importance of public participation as part of the transportation planning process. The bill established the requirement for a public participation plan to be used by Regional Transportation Planning Agencies in their planning processes.

PURPOSE OF THIS PLAN

The Mariposa County LTC recognizes the importance of public participation as well as interagency participation. Without input and involvement from members of the public, affected agencies, community groups, and other interested parties it would be difficult to develop a transportation program that effectively meets the needs of the county and its communities.

This plan will provide a clear directive for the public participation activities of Mariposa County LTC, particularly as they pertain to the agency's primary responsibilities, which include development and implementation of the following:

- Regional Transportation Plan (RTP)
- Regional Transportation Improvement Program (RTIP)
- Annual Overall Work Program (OWP)
- Administration of Transit Development Act (TDA) funds
- Federal and State grant programs

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- Coordinated Human Transportation Plan
- Transit Studies
- Area transportation plans
- Special Projects

ADVISORY COMMITTEES

There are two committees that aid the Mariposa County LTC in performing its transportation planning functions.

The **Technical Advisory Committee** (TAC) is composed of Planning and Public Works representatives, along with two LTC Commissioners and a Caltrans transportation planner. The committee makes recommendations to the LTC on matters of a technical nature. The TAC meets on an as needed basis.

The **Social Services Transportation Advisory Council** (SSTAC) was established by the approval of Senate Bill 498 in 1987. The council represents interests of the elderly, handicapped, and persons of limited means. The SSTAC member consists of a potential transportation transit user 60 years of age or older, a potential transit user who is handicapped, two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists, two representatives of the local social service providers for the handicapped, including one representative of a social service transportation provider, if one exist, one representative of a local social service provider for persons of limited means, and two representatives from the Local Consolidated Transportation Service Agency, designated pursuant to subdivision (a) Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists. The LTC may appoint additional members from a broad representation of social service and transit providers representing the elderly, the handicapped, and persons of limited means. The SSTAC's main function is to determine if there are any unmet transit needs to be brought before the LTC during their annual unmet needs public hearing.

PUBLIC PARTICIPATION GOALS AND STRATEGIES

Goal 1: Provide all interested parties and agencies reasonable opportunities for involvement in the transportation planning process.

Strategy 1.1: Provide adequate public notice of public participation opportunities and activities and time for public involvement in the transportation planning process when appropriate.

Strategy 1.2: Evaluate plans, programs, and projects to determine the most appropriate and effective tools and strategies for public and agency involvement and outreach.

Strategy 1.3: Provide the opportunity to comment on draft planning documents to affected local, state and federal agencies.

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Strategy 1.4 Make transportation planning documents available for viewing on the Public Works and Transportation Planning websites. Regionally significant documents, such as the RTP, shall also be made available at key locations throughout the County.

Strategy 1.5: In developing the RTP and other regionally significant plans, Mariposa County LTC will consult with state, federal and local agencies and officials that may be affected by proposed planning activities, including planning, transportation, environmental, economic development, housing, private industry, and resource agencies, as appropriate.

Strategy 1.6: Prior to adoption, provide additional opportunity for public review and comment if a regionally significant plan, including the RTP, differs significantly from the draft that was made available for public review and raises new material issues which could not reasonably have been foreseen from the public involvement efforts.

Strategy 1.7: Agendas for all Mariposa County LTC board meetings and meetings of standing advisory committees shall be posted a minimum of 72 hours prior to the meeting.

Goal 2: Increase public awareness and understanding of the transportation planning process in Mariposa County.

Strategy 2.1: Utilize the Mariposa County website to post current transportation planning activities, including reports and plans, as well as agendas and minutes for Mariposa County Local Transportation Commission meetings.

Strategy 2.2: Utilize visualization techniques as part of public involvement when appropriate.

Strategy 2.3: When appropriate, present information about specific plans and projects at Local Transportation Commission meetings and Board of Supervisor meetings.

Goal 3: Ensure accessibility to the transportation planning process and information for all members of the community.

Strategy 3.1: Hold public meetings when appropriate at locations that are convenient and accessible to the public.

Strategy 3.2: When selecting meeting locations for community outreach activities, prioritize those locations that are accessible by means of public transit.

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Strategy 3.3: Make transportation planning documents available for viewing on the Mariposa County Public Works / Transportation Planning website. Regionally significant documents, such as the RTP, shall also be made available at key locations throughout the County including public libraries.

Strategy 3.4: Make every effort to accommodate requests for accessibility opportunities, including physical accessibility to public meetings as well as accessibility to information.

Goal 4: Maintain contact with interested individuals and agencies throughout the process of developing plans and projects.

Strategy 4.1: Encourage early involvement in the transportation planning process by providing timely notification and access to information regarding the development of plans and projects.

Strategy 4.2: Utilize citizen and/or agency advisory groups as a means of providing input to the transportation planning process.

Strategy 4.3: Maintain a contact list of individuals and agencies that may be interested in a specific project or plan.

Strategy 4.4: Prior to adoption, provide additional opportunity for public review and comment if a regionally significant plan, including the RTP, differs significantly from the draft that was made available for public review and raises new material issues which could not reasonably have been foreseen from the public involvement efforts.

Goal 5: Increase opportunities for those traditionally under-served, including the elderly, low income, disabled, and minority households, to participate in the transportation planning process.

Strategy 5.1: Utilize the Social Services Transportation Advisory Council (SSTAC) as a means of obtaining input and recommendations for plans and programs impacting the elderly, disabled and low income households, including the RTP and Coordinated Human Services Transportation Plan.

Strategy 5.2: Attempt to offer key information, such as notices and announcements, in alternative languages when appropriate or requested.

Strategy 5.3: Provide the opportunity for alternative forms of public input (website, email, etc.) for individuals who are unable to be physically present at public meetings or workshops.

Strategy 5.4: When appropriate, utilize alternative media outlets that may target minority or underserved households in the county.

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Goal 6: Consider public input and comments as an integral part of the Mariposa County Local Transportation Commission's decision making process.

Strategy 6.1: Utilize citizen and/or agency advisory groups as a means of providing input to the transportation process.

Strategy 6.2: Conduct public opinion surveys to help identify the needs, interests and concerns of the population when appropriate.

Strategy 6.3: Consider the input of federal, state and local agencies during the decision making process.

Goal 7: Consult with tribal governments within Mariposa County and provide opportunities for tribal government input into the transportation planning process.

Strategy 7.1: Provide early notice of the development of transportation plans and programs to all tribal governments within Mariposa County.

Strategy 7.2: Provide the opportunity for direct consultation with tribal councils and/or administrators as part of the transportation planning process.

Strategy 7.3: Provide the opportunity for tribal governments and the tribal community to review significant plans and programs, including the Regional Transportation Plan and the Regional Transportation Improvement Program.

PUBLIC PARTICIPATION TOOLS

This section contains descriptions of public participation tools currently used by Mariposa County LTC.

Most Common Public Participation Tools:

Mariposa County Public Works / Transportation Planning Website: Mariposa County Public Works website, www.mariposacounty.org, provides information about Mariposa County Public Works contact information, public notices, meeting agendas and minutes. The site also includes transportation plans and programs, local transportation studies, and documents for public review and comment.

Contact List: The Mariposa County LTC staff maintains a master list of all contacts, including public agencies, businesses, community groups, and members of the public. This list is used to establish and maintain a list of e-mail and regular mail contacts for general communications, and electronic meeting notifications, and announcements.

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Legal Advertisements: Legal notices are required to be published in a newspaper of countywide circulation. Mariposa County LTC typically publishes notices in the Mariposa Gazette. Notices for items that may be of greater regional concern may also be published in the Foothill Express and the Yosemite Highway Herald. Notices may advertise meetings, agendas, or public comment periods on proposed plans, programs, or documents. The time frame required for publication of legal notices relating to transportation planning is generally 30 days.

Project Workshops / Open Houses: Public workshops are often held during development of various transportation plans. Workshops may be held at the initial stage of plan development and later on in the process to allow the public opportunity to comment on a draft plan or project concept. These are typically casual, open meeting formats. Notices of workshops may be advertised in the newspaper and the website.

Public Hearings: Public hearings are used to solicit public comments on a project or issue being considered by the Mariposa County LTC. Hearings provide a formal setting for citizens to provide comments to the Mariposa County LTC or other decision making body. The requirement for a formal public hearing is usually 30 days prior to the hearing.

Availability of Plans and Documents: Documents at all stages will be available for review by the public at the Mariposa County Public Works Department and on the Mariposa County Public Works website. A copy of key regional draft documents, such as the RTP, may also be made available at other locations throughout the County, such as the public libraries.

Other Possible tools for Public Outreach

Display Ads: Display ads in newspapers may be used to promote meetings that are not regularly scheduled or agenda items that may be of wide public interest. They are used to reach a larger audience than those that typically read legal ads. Display ads may also be used to advertise public comment periods on proposed plans, programs, or documents.

Direct Mailings: Letters or announcements may be mailed to lists of individuals or agencies regarding a specific project. The mailing list will be customized for each project.

Posters and Flyers: Typically used to promote public workshops or meetings. The posters and/or flyers would be distributed at public places, such as county offices, libraries, etc. The announcement may contain a brief description of the purpose of the meeting / workshop, the time, location and contact information. Posters and flyers may be used to reach a larger group of individuals that can not usually be reached by direct mailings.

PUBLIC PARTICIPATION PERFORMANCE MEASURES

The strategies and goals contained in this plan will be reviewed periodically to analyze their effectiveness and determine if modifications to this plan are necessary. Strategies may be modified and additional strategies may be added to improve the public participation process.

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

The following may be used as indicators in reviewing and determining the effectiveness of this plan:

Public Awareness:

- Number of newspaper advertisements, and/or public notices.
- Number of posters / flyers distributed.
- Number of respondents on any surveys released.

Opportunities for Public Participation

- Number of public meetings and workshops.
- Number of participants at public meetings and workshops.
- Number of comments received during the public comment period for projects and programs.

Result of Public and Agency Input:

- Revisions to plans or projects based on citizen and agency input.

REVIEW OF PUBLIC PARTICIPATION PLAN

As required by SAFETEA-LU, this public participation plan will be made available for public review and comment for 45 days prior to adoption at a public hearing. Please address written comments to the Mariposa County LTC, Mariposa County Public Works, 4639 Ben Hur Rd, Mariposa, CA 95338, Attn: Barbara Carrier. Comments may also be emailed to bcarrier@mariposacounty.org. If there are any oral questions or comments they can be provided at the Mariposa County LTC public hearing or by telephone at 209-966-5356.

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

APPENDIX C: PUBLIC OUTREACH SUMMARY

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Public Workshop

Comments received at the March 7, 2019, public workshop included the following:

- Improve the Mt. Bullion Cutoff/SR 140 intersection to allow YARTS to connect more directly to the airport.
- Construct turn pockets at the intersection of Triangle Road and Darrah Road.
- Add bus service from Mariposa to Coulterville.
- Add bus service from Mariposa to Oakhurst.
- Attract seniors who might be able to drive but prefer not to drive to use the bus.
- Include the new County Strategic Plan in the RTP.
- Include the YARTS short-range transit plan in the RTP.
- Caltrans is planning a number of turn lane improvements on SR 140 and SR 49.
- Add a YARTS stop at the airport.
- Yosemite is increasing tour bus fees from $300 to $1500 per bus, which may have an impact on YARTS.
- A permanent repair for the Ferguson Slide is being developed but still some time away.
- Lack of transportation is a barrier to public health services.
- County Safe Routes to Schools improvements have been delayed due to contractor issues.
- Work is starting on the Mariposa Creek Parkway.
- Need a low-cost connection for residents to get access to Kaiser health services in Oakhurst.
- Need connections to larger communities for health services.
- Coulterville needs better pedestrian facilities.
- More turnouts and passing lanes are needed on SR 140 between Mariposa and Yosemite National Park.
- Need YARTS connections to Oakhurst and Fresno Airport.
- Chowchilla Mountain Road is not a good alternative to connect to Yosemite National Park and should be not shown as such.
- Sidewalk and pedestrian improvements are needed in Mariposa.
- Drivers are very polite to pedestrians, stopping for them to cross the road.
- The intersection of SR 49 and SR 140 gets very congested during peak periods. This would be a good location for a roundabout.

Posters from the workshop are shown below.

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

REGIONAL TRANSPORTATION PLAN OVERVIEW

Mariposa County Regional Transportation Plan

FEHR & PEERS

What is a Regional Transportation Plan?

The purpose of the Regional Transportation Plan (RTP) is to document the short-term (10-year) and long-term (25-year) regional transportation needs and set forth an effective, cost-feasible action plan to meet these needs. The RTP documents the policy direction, actions, and funding strategies designed to maintain and improve the regional transportation system in Mariposa County.

Why is the RTP being updated?

By law, the RTP must be updated and submitted to the California Transportation Commission every five years. Keeping the RTP up-to-date also ensures that the projects planned for the County reflect the current needs of its citizens and are compatible with reasonably foreseeable funding levels.

How does the update affect me?

The RTP will establish the short- and long-term goals and actions for improving transportation in Mariposa County. The transportation projects identified, funded, and built will determine how Mariposa County's residents, workers, and visitors travel, affecting the quality of life of everyone.

What is the schedule for the update?

SCHEDULE

DATE	TASK
March 2019	Initial public outreach
January - April 2019	Data collection and analysis
April – May 2019	Prepare, present, and review draft RTP
June 2019	Incorporate inputs and prepare and present final RTP

How can I get involved in the update?

- Share your input today
- Visit and comment on the project website link at mariposacounty.org
- Stay tuned for the draft plan

WHAT'S MOST IMPORTANT TO YOU?

Mariposa County Regional Transportation Plan

FEHR & PEERS

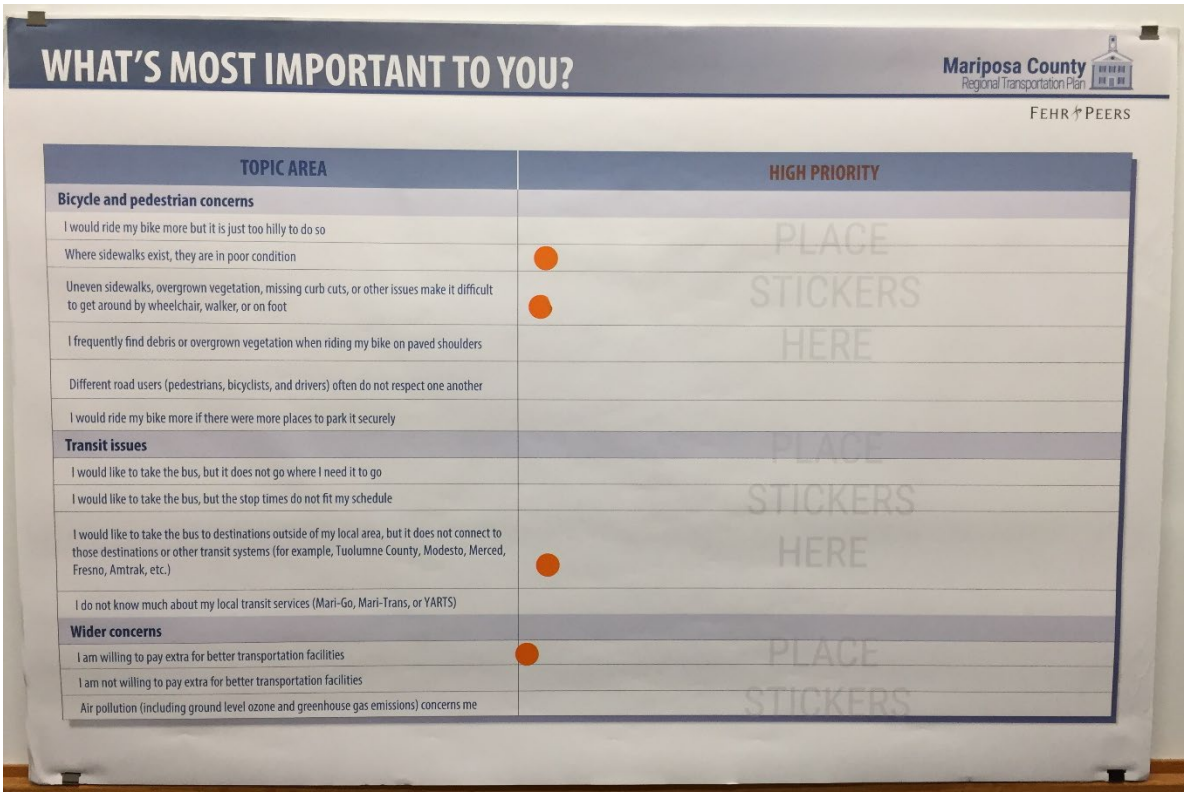
TOPIC AREA	HIGH PRIORITY
What do you like about transportation in Mariposa County?	
The roads in our area are well-maintained	
I rarely encounter congestion and I can easily drive to where I need to go	
The Mari-Go and YARTS bus systems generally get me where I want to go	
Different road users (pedestrians, bicyclists, and drivers) generally respect one another	
I generally feel safe walking here	
I generally feel safe bicycling here	
I generally feel safe driving here	
Road conditions	
The condition of our state highways (SR 41, SR 49, SR 132, SR 140) is poor and needs to be improved	
The condition of our local roads is poor and needs to be improved	
Travel on many of our state highways is congested and too slow	
Travel on many of our local roads is congested and too slow	
Safety issues	
I feel unsafe driving in our county	
There are insufficient safe bicycle or pedestrian routes for our children to get to school	
Road or traffic conditions make it unsafe to walk in our area	
I would ride my bike more but I do not feel safe on our roads	
Missing sidewalks force me to walk on the road	
Safety is a concern on our state highways (SR 41, SR 49, SR 132, SR 140)	

PLACE STICKERS HERE

PLACE STICKERS HERE

PLACE STICKERS

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)



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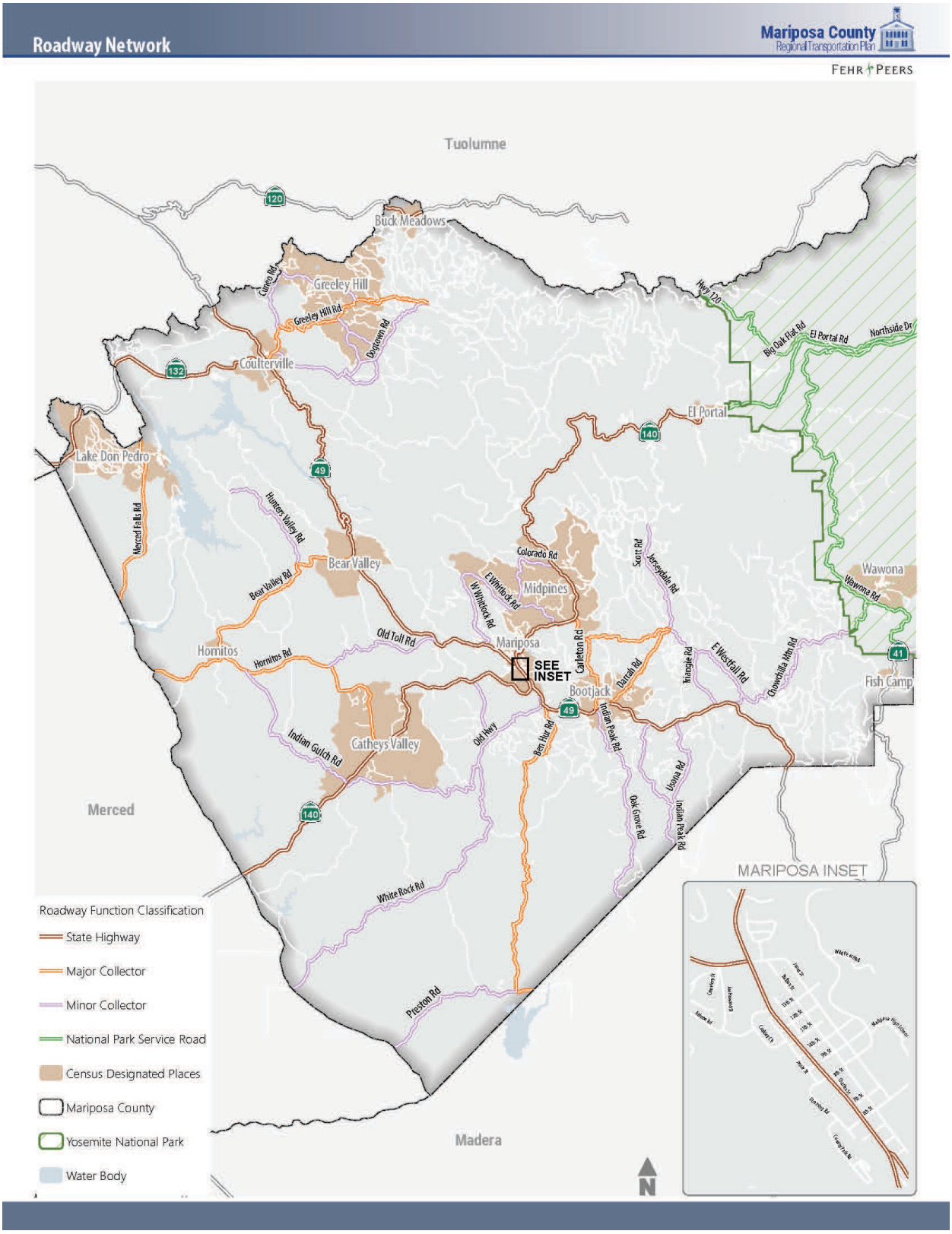
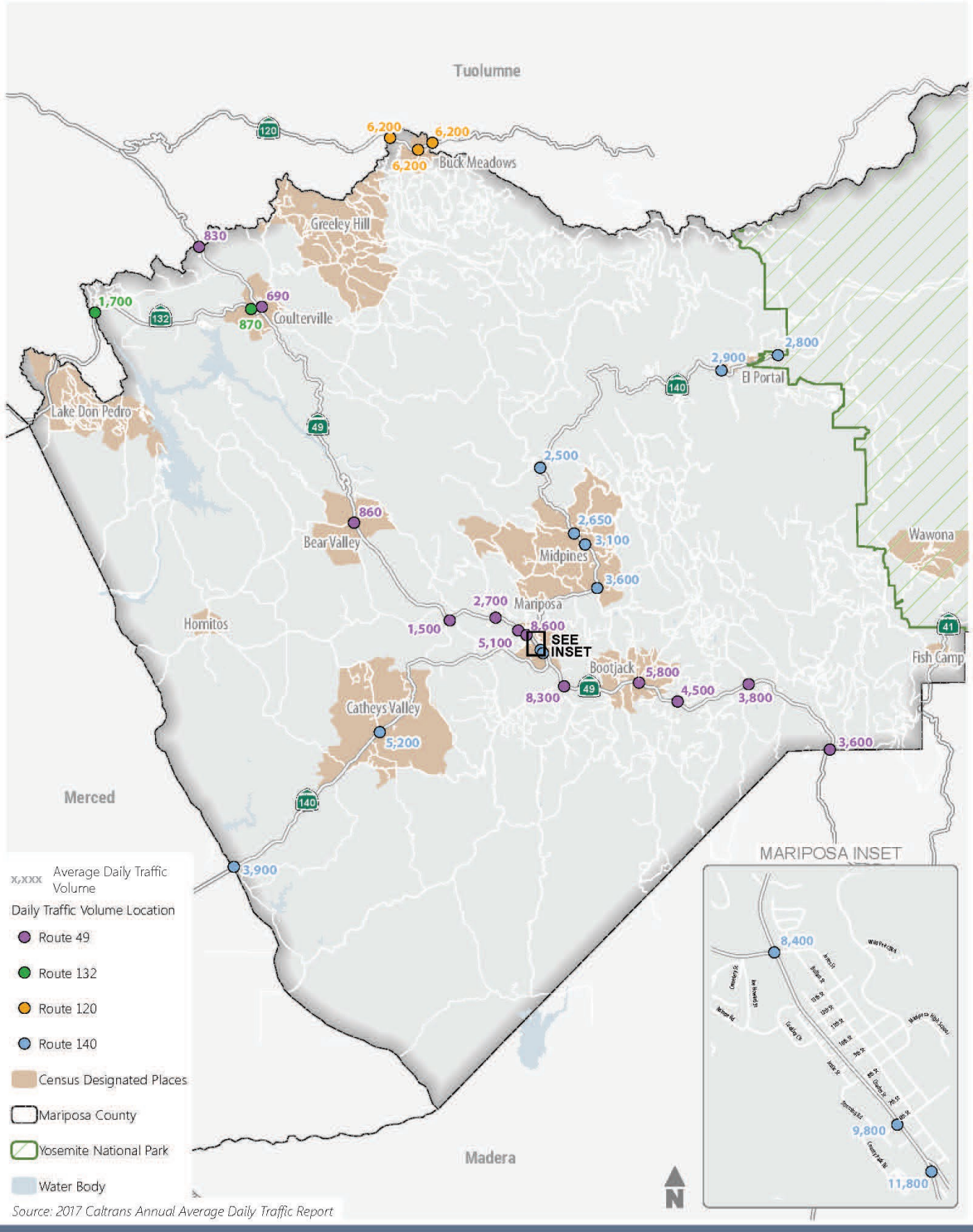


Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Existing Daily Traffic Volumes

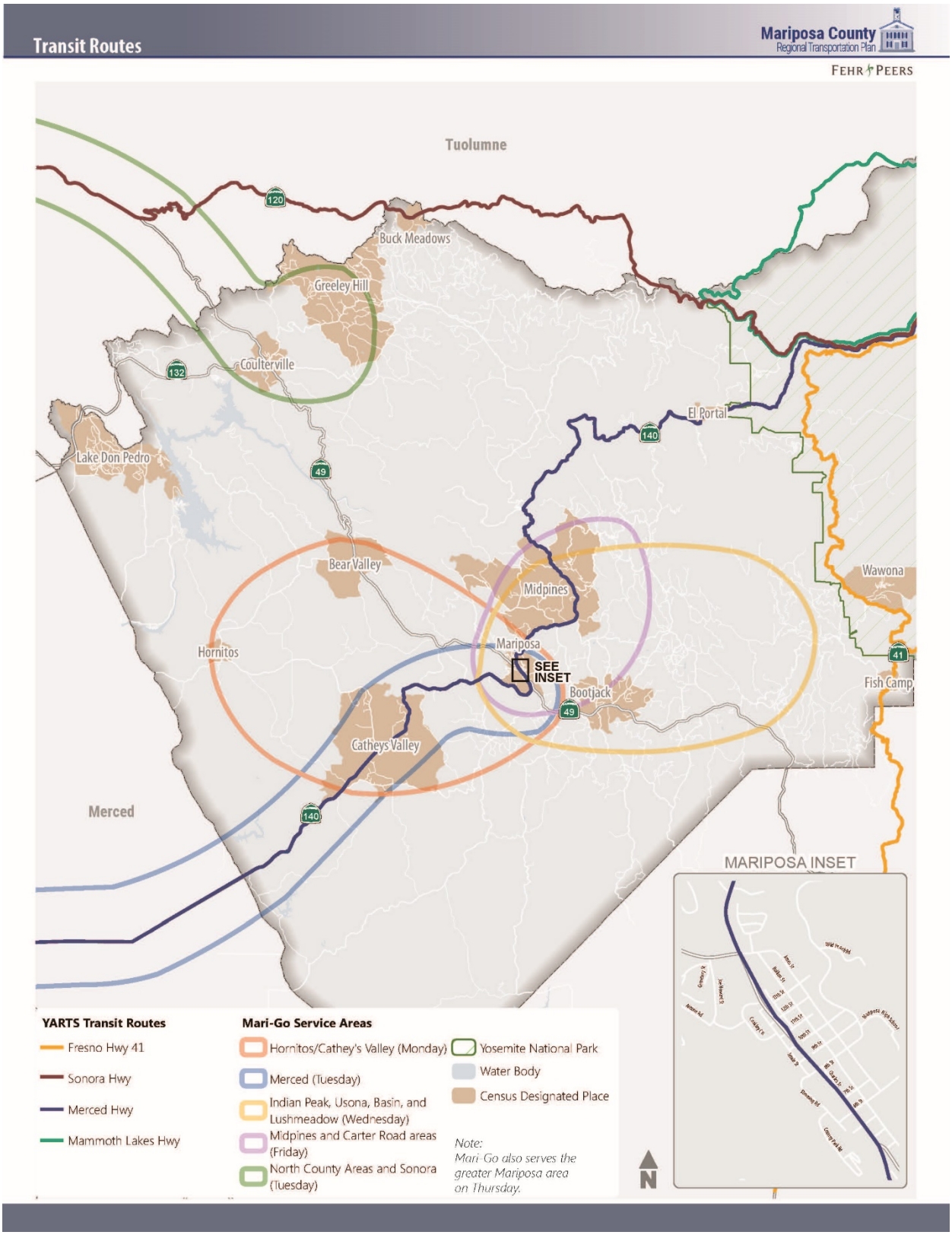
Mariposa County
Regional Transportation Plan

FEHR PEERS



Source: 2017 Caltrans Annual Average Daily Traffic Report

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)



Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

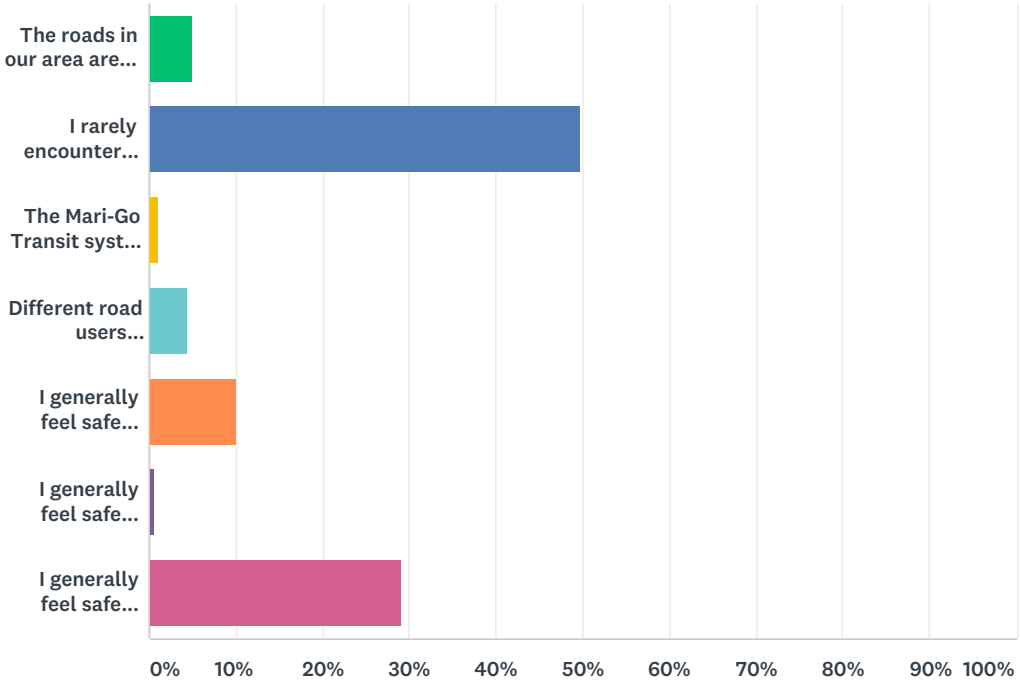
Online Survey

179 people responded to the survey by April 2, 2019. A response summary by question is attached.

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q1 What do you like most about transportation in Mariposa County?

Answered: 179 Skipped: 0

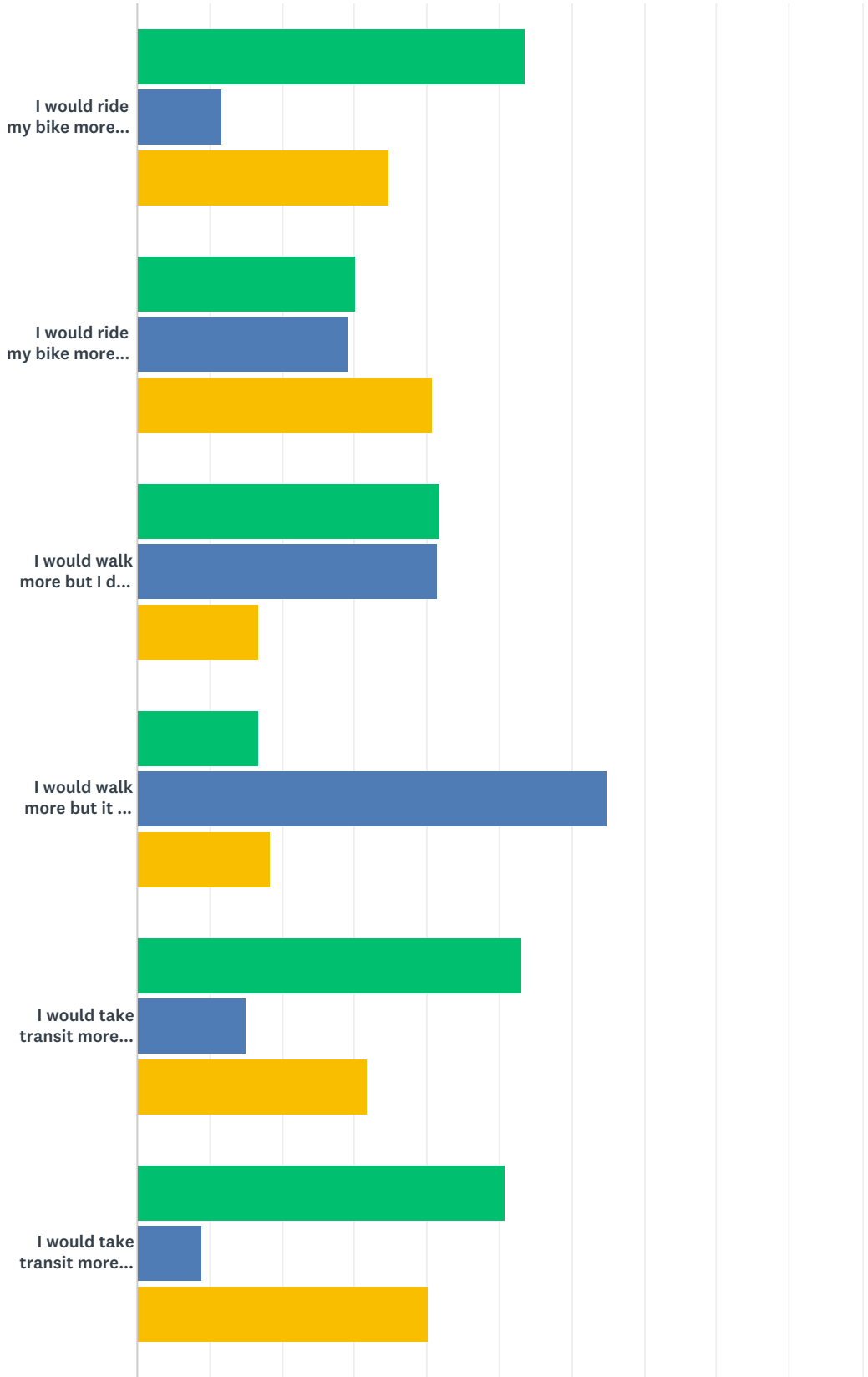


ANSWER CHOICES	RESPONSES	
The roads in our area are well-maintained	5.03%	9
I rarely encounter congestion and I can easily drive to where I need to go	49.72%	89
The Mari-Go Transit system generally gets me where I want to go	1.12%	2
Different road users (pedestrians, bicyclists, and drivers) generally respect one another	4.47%	8
I generally feel safe walking here	10.06%	18
I generally feel safe bicycling here	0.56%	1
I generally feel safe driving here	29.05%	52
TOTAL		179

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q2 Barriers to getting around: Mark each statement with "agree", "disagree" or "no opinion"

Answered: 179 Skipped: 0



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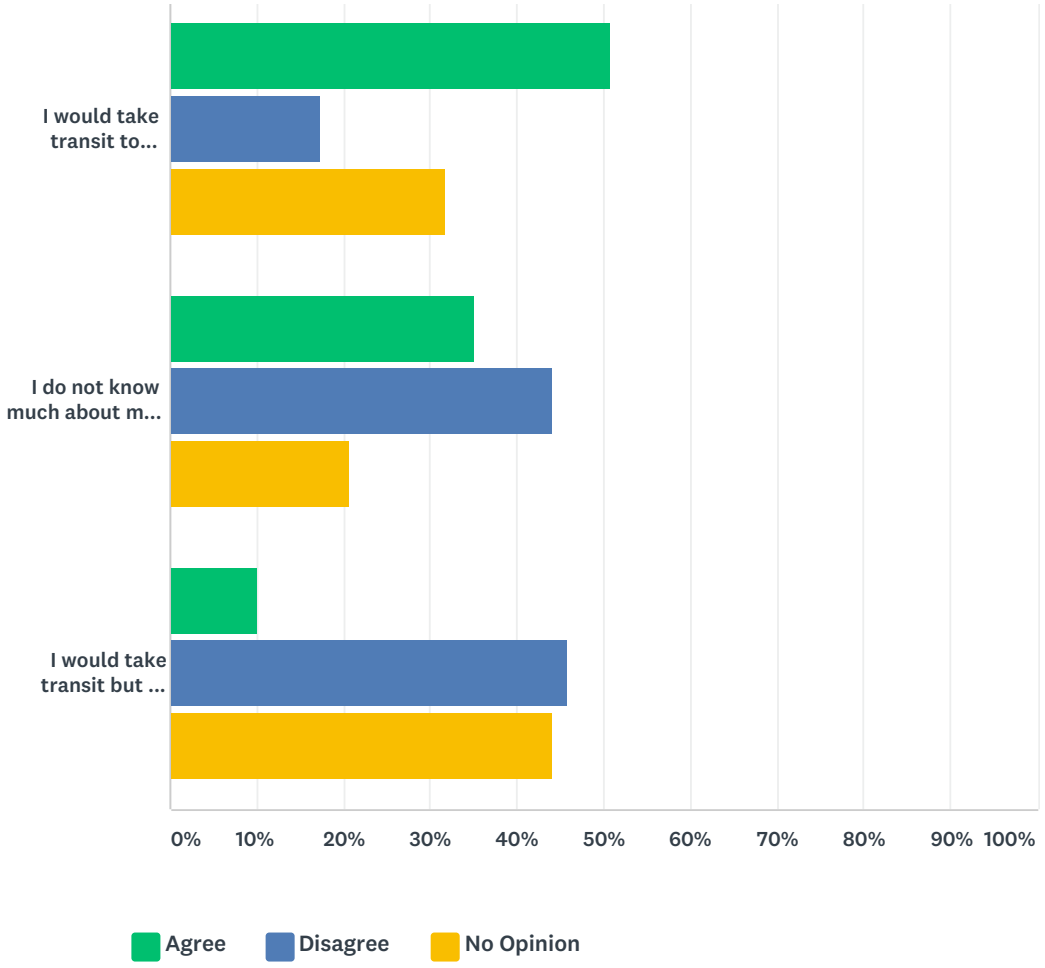
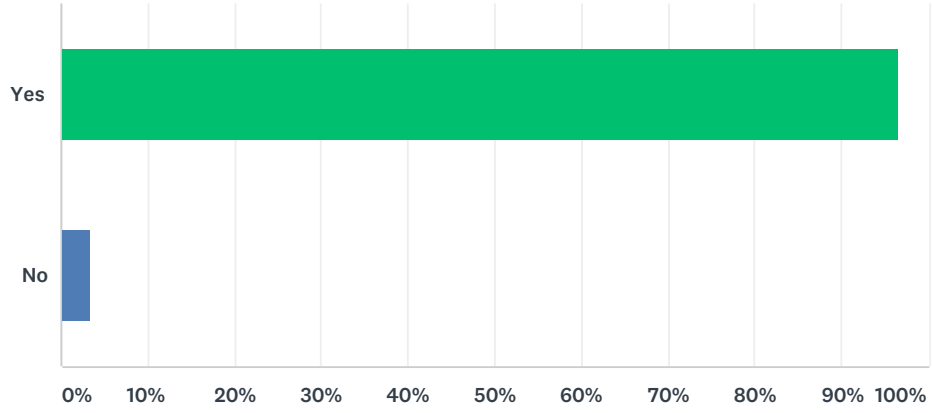


	AGREE	DISAGREE	NO OPINION	TOTAL
I would ride my bike more but I do not feel safe on our roads	53.63% 96	11.73% 21	34.64% 62	179
I would ride my bike more but it is just too hilly to do so	30.17% 54	29.05% 52	40.78% 73	179
I would walk more but I do not feel safe on our roads	41.90% 75	41.34% 74	16.76% 30	179
I would walk more but it is just too hilly to do so	16.76% 30	64.80% 116	18.44% 33	179
I would take transit more but it does not go where I need it to go	53.07% 95	15.08% 27	31.84% 57	179
I would take transit more but the stop times do not fit my schedule	50.84% 91	8.94% 16	40.22% 72	179
I would take transit to destinations outside of my local area, but it does not connect to those destinations or other transit systems (for example, Tuolumne County, Modesto, Merced, Fresno, Amtrak, etc.)	50.84% 91	17.32% 31	31.84% 57	179
I do not know much about my local transit/paratransit system (Mari-Go, Medi-Trans, or YARTS)	35.20% 63	44.13% 79	20.67% 37	179
I would take transit but it costs too much	10.06% 18	45.81% 82	44.13% 79	179

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q3 Do you drive?

Answered: 179 Skipped: 0

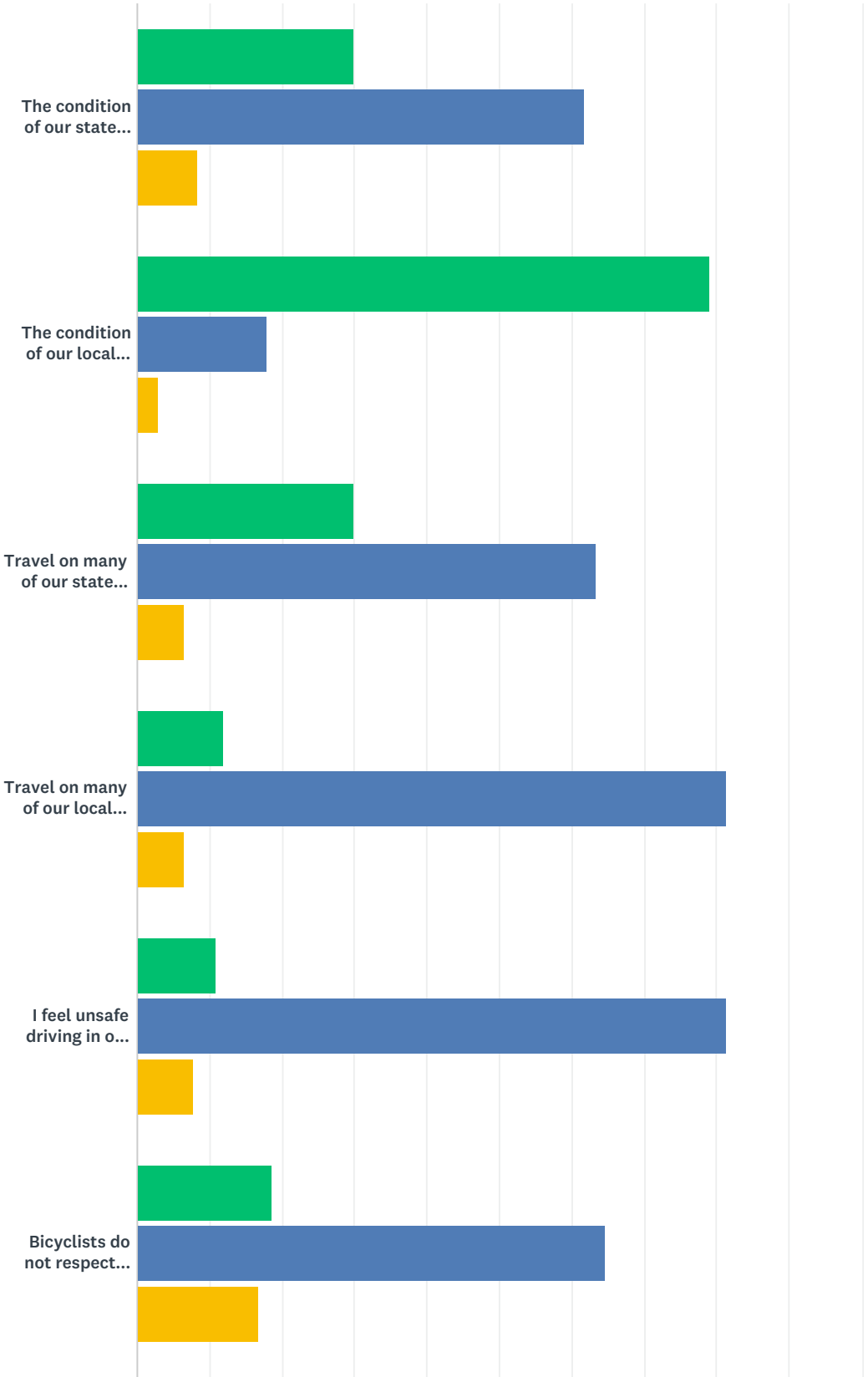


ANSWER CHOICES	RESPONSES	
Yes	96.65%	173
No	3.35%	6
TOTAL		179

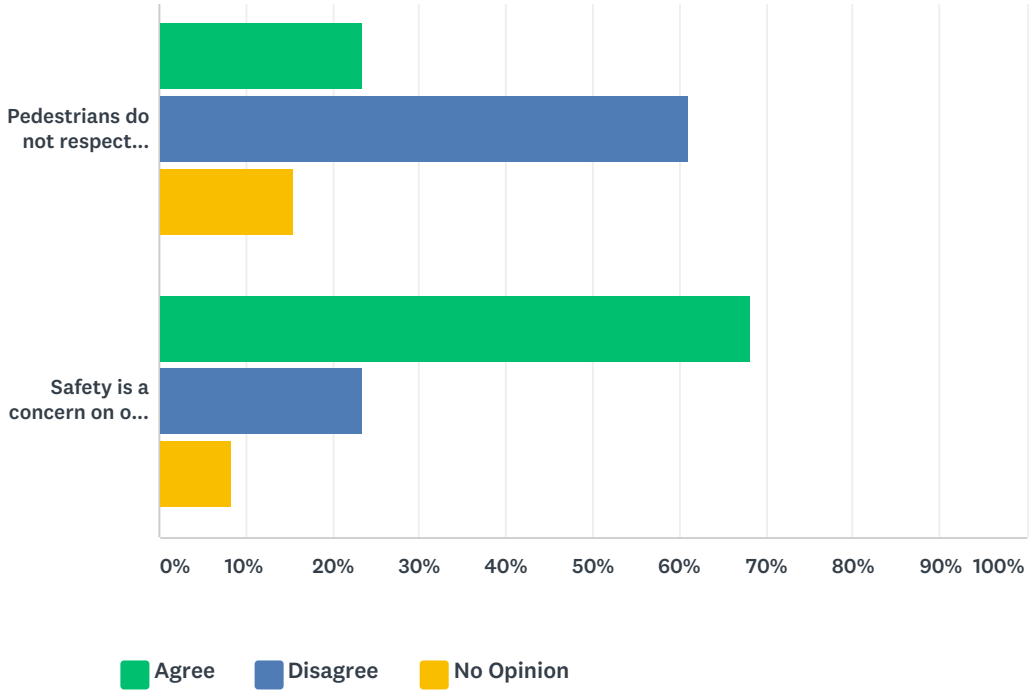
Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q4 Driving Issues: Mark each statement with "agree", "disagree" or "no opinion"

Answered: 167 Skipped: 12



Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

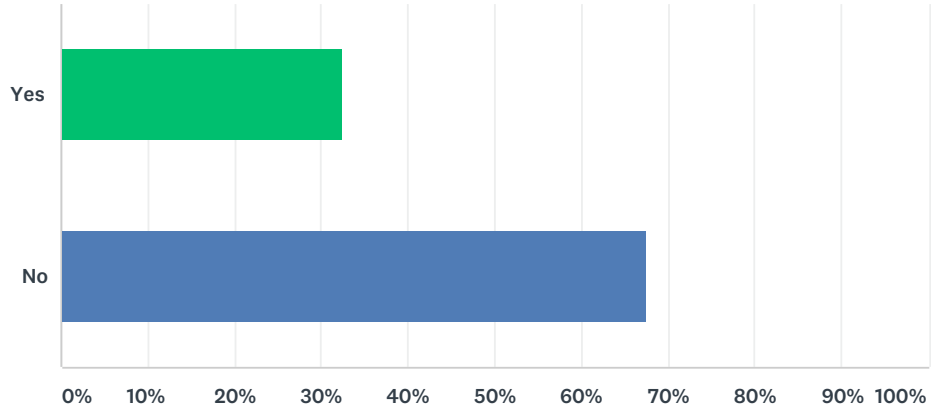


	AGREE	DISAGREE	NO OPINION	TOTAL
The condition of our state highways (SR 41, SR 49, SR 132, SR 140, etc.) is poor and needs to be improved	29.94% 50	61.68% 103	8.38% 14	167
The condition of our local roads is poor and needs to be improved	79.04% 132	17.96% 30	2.99% 5	167
Travel on many of our state highways is congested and too slow	29.94% 50	63.47% 106	6.59% 11	167
Travel on many of our local roads is congested and too slow	11.98% 20	81.44% 136	6.59% 11	167
I feel unsafe driving in our county	10.78% 18	81.44% 136	7.78% 13	167
Bicyclists do not respect drivers	18.56% 31	64.67% 108	16.77% 28	167
Pedestrians do not respect drivers	23.35% 39	61.08% 102	15.57% 26	167
Safety is a concern on our state highways (SR 41, SR 49, SR 132, SR 140, etc.)	68.26% 114	23.35% 39	8.38% 14	167

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q5 Do you take transit (Mari-Go or YARTS) or paratransit (Medi-Trans) in Mariposa County?

Answered: 173 Skipped: 6

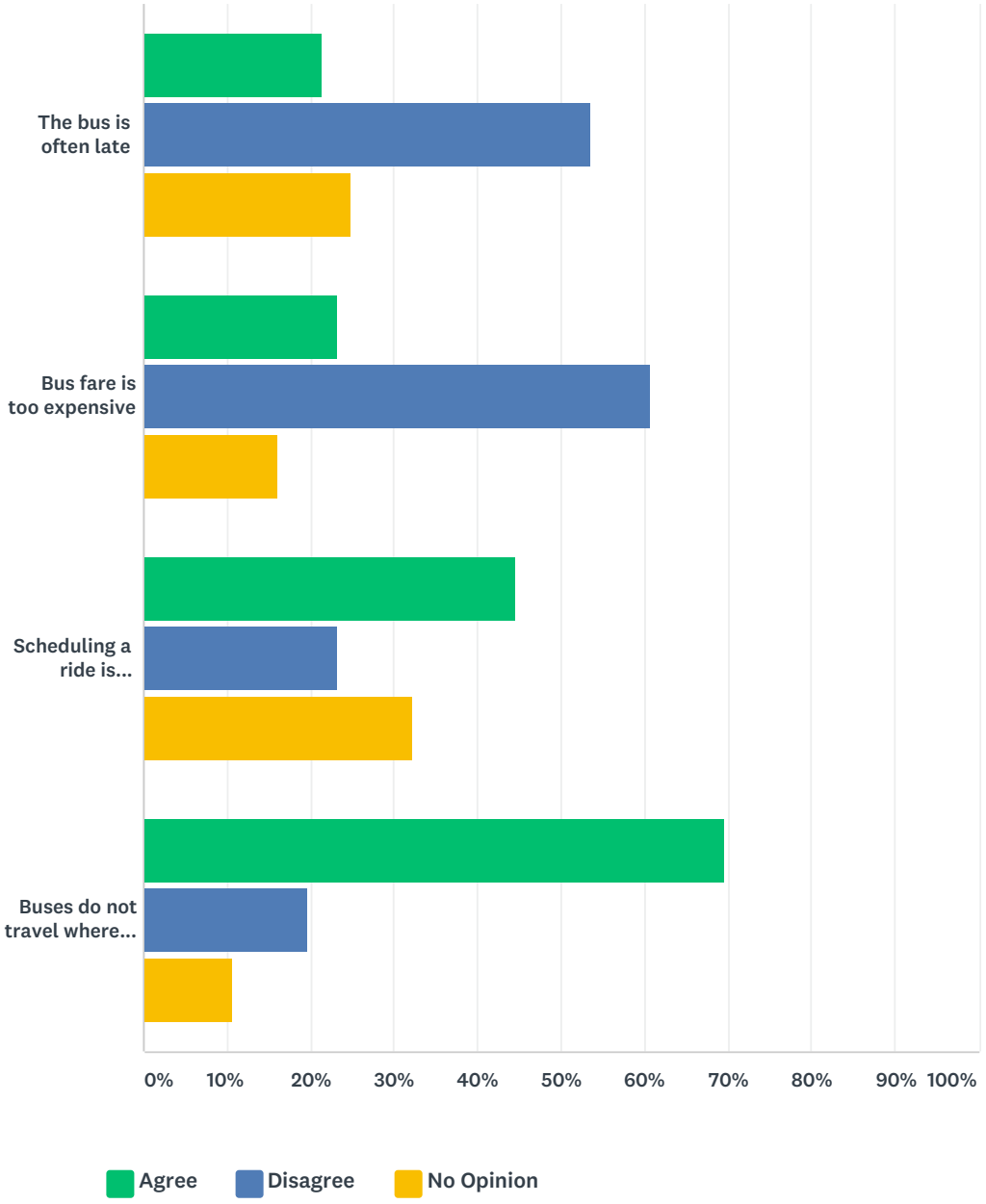


ANSWER CHOICES	RESPONSES	
Yes	32.37%	56
No	67.63%	117
TOTAL		173

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q6 Transit Issues: Mark each statement with "agree", "disagree" or "no opinion"

Answered: 56 Skipped: 123

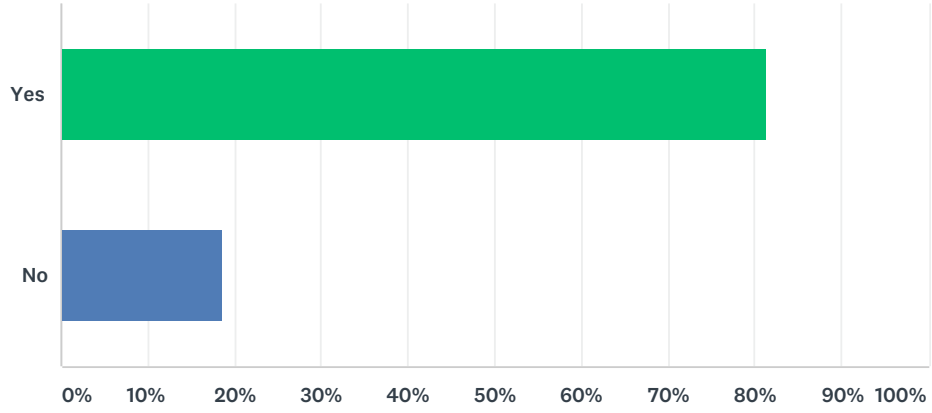


	AGREE	DISAGREE	NO OPINION	TOTAL
The bus is often late	21.43% 12	53.57% 30	25.00% 14	56
Bus fare is too expensive	23.21% 13	60.71% 34	16.07% 9	56
Scheduling a ride is inconvenient	44.64% 25	23.21% 13	32.14% 18	56
Buses do not travel where I need to go	69.64% 39	19.64% 11	10.71% 6	56

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q7 Do you walk in Mariposa County?

Answered: 171 Skipped: 8



ANSWER CHOICES	RESPONSES	
Yes	81.29%	139
No	18.71%	32
TOTAL		171

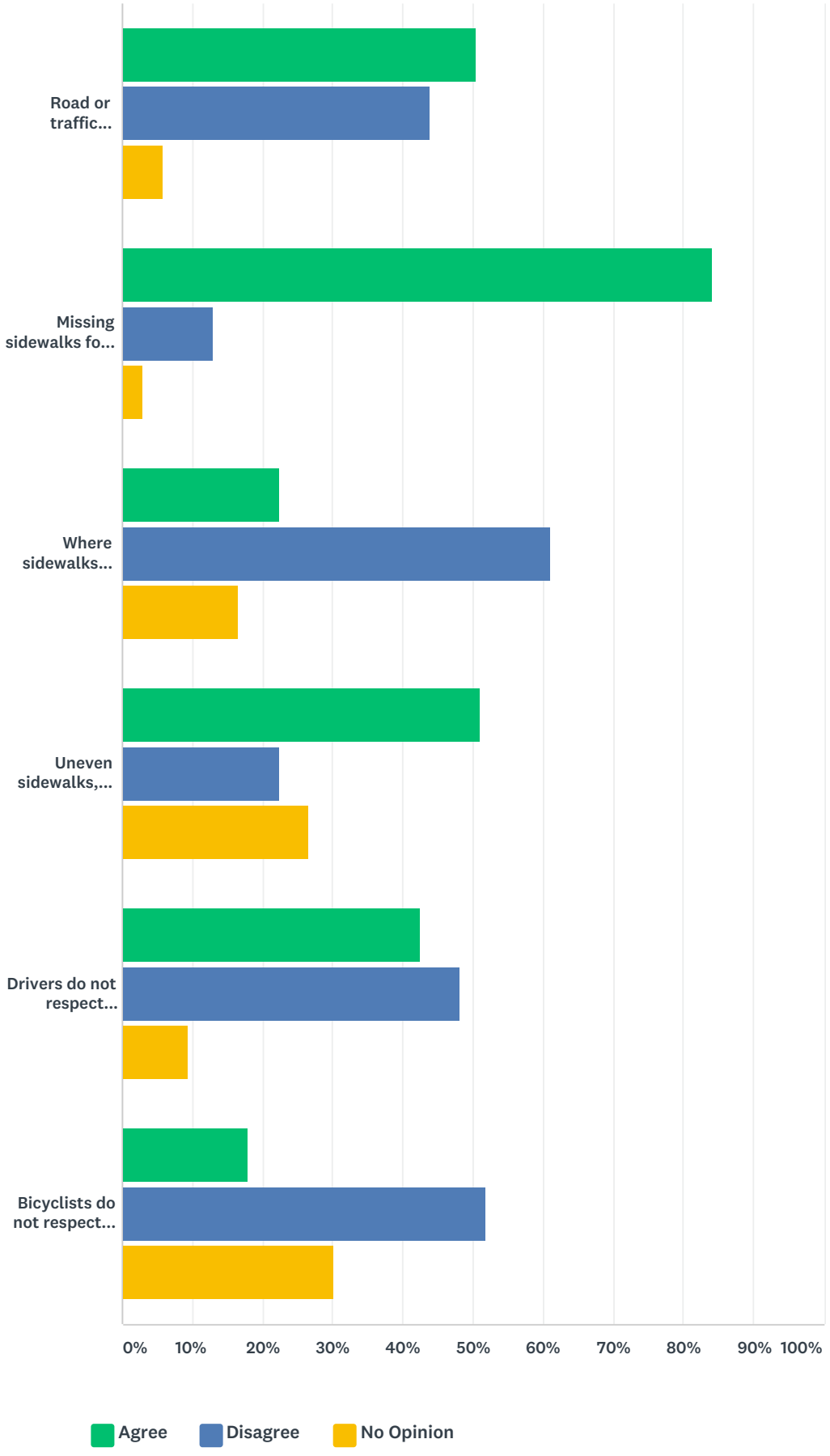
Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q8 Walking Issues: Mark each statement with "agree", "disagree" or "no opinion"

Answered: 139 Skipped: 40

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Mariposa County Transportation Survey



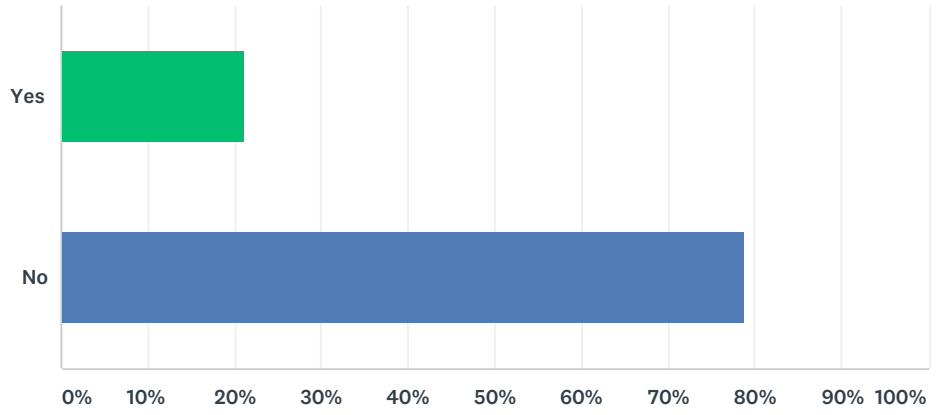
Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

	AGREE	DISAGREE	NO OPINION	TOTAL
Road or traffic conditions make it unsafe to walk in our area	50.36% 70	43.88% 61	5.76% 8	139
Missing sidewalks force me to walk on the road	84.17% 117	12.95% 18	2.88% 4	139
Where sidewalks exist, they are in poor condition	22.30% 31	61.15% 85	16.55% 23	139
Uneven sidewalks, overgrown vegetation, missing curb cuts, or other main issues make it difficult to get around by wheelchair, walker, or on foot	51.08% 71	22.30% 31	26.62% 37	139
Drivers do not respect pedestrians	42.45% 59	48.20% 67	9.35% 13	139
Bicyclists do not respect pedestrians	17.99% 25	51.80% 72	30.22% 42	139

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q9 Do you bike in Mariposa County?

Answered: 171 Skipped: 8

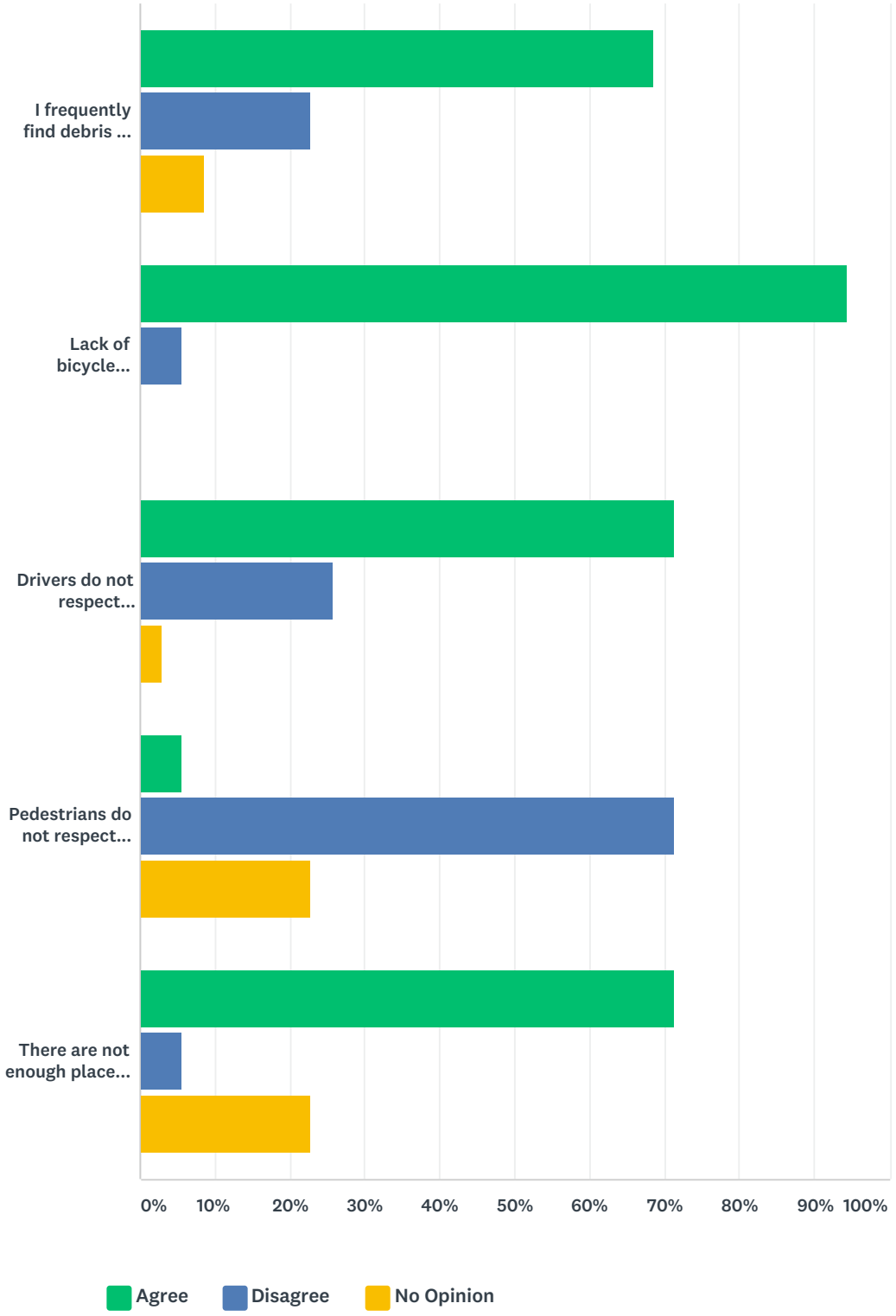


ANSWER CHOICES	RESPONSES	
Yes	21.05%	36
No	78.95%	135
TOTAL		171

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q10 Biking Issues: Mark each statement with "agree", "disagree" or "no opinion"

Answered: 35 Skipped: 144



	AGREE	DISAGREE	NO OPINION	TOTAL

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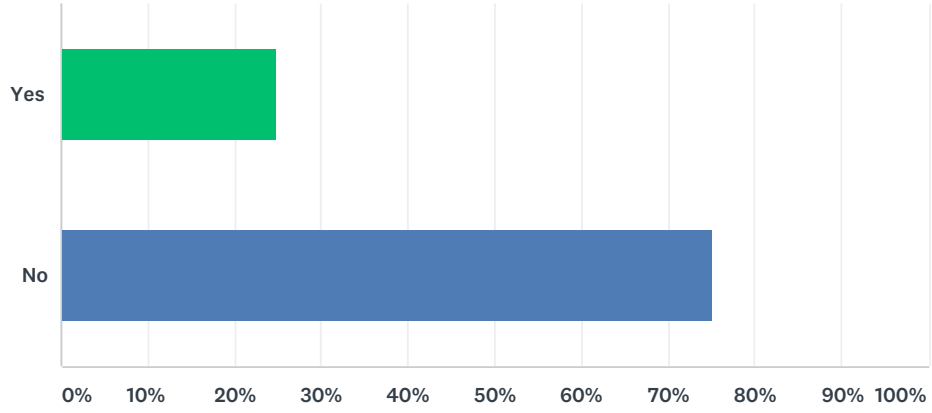
I frequently find debris or overgrown vegetation when riding my bike on the road or on paved shoulders	68.57% 24	22.86% 8	8.57% 3	35
Lack of bicycle infrastructure (bicycle lanes, bicycle trails, etc.) makes it difficult to bike safely	94.29% 33	5.71% 2	0.00% 0	35
Drivers do not respect bicyclists	71.43% 25	25.71% 9	2.86% 1	35
Pedestrians do not respect bicyclists	5.71% 2	71.43% 25	22.86% 8	35
There are not enough places to securely park my bike	71.43% 25	5.71% 2	22.86% 8	35

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q11 Do you have any children attending a local school?

Answered: 169 Skipped: 10

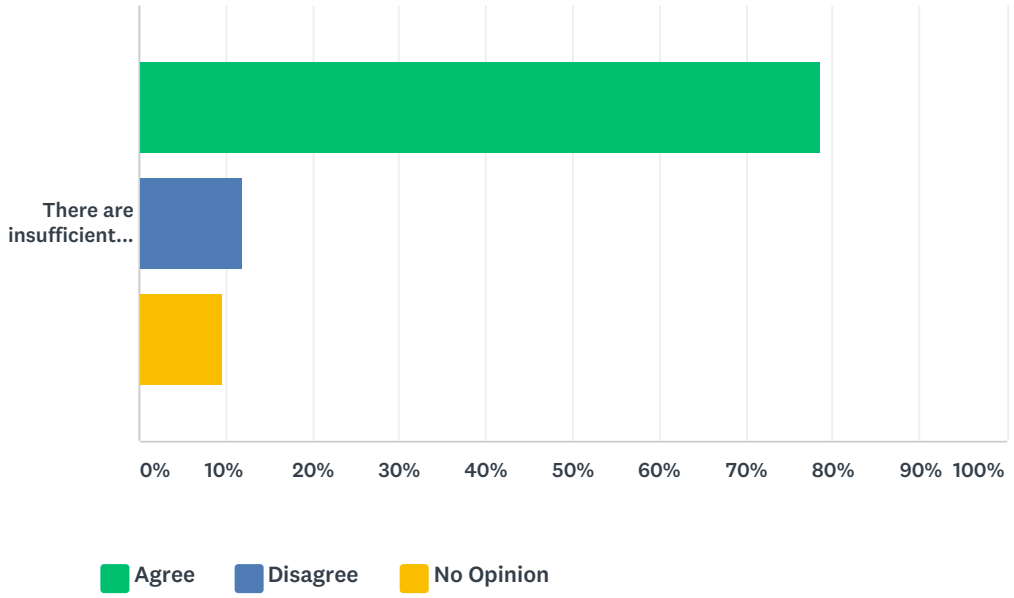


ANSWER CHOICES	RESPONSES	
Yes	24.85%	42
No	75.15%	127
TOTAL		169

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q12 Mark the following statement with "agree", "disagree" or "no opinion"

Answered: 42 Skipped: 137

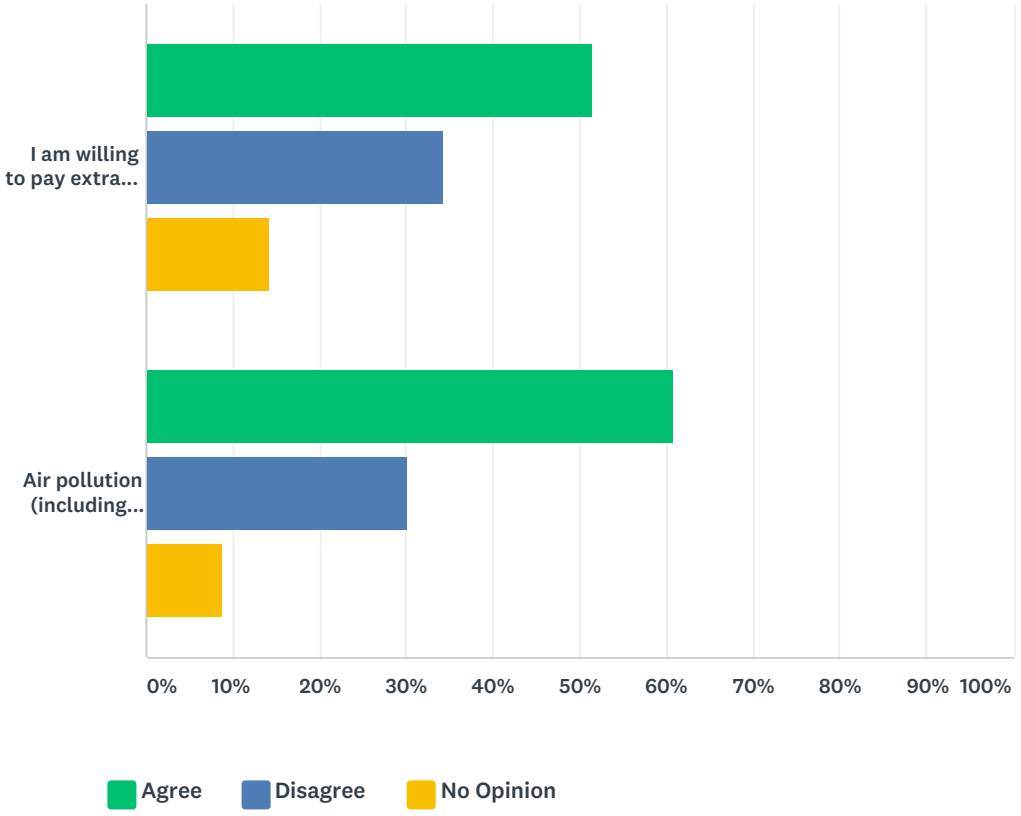


	AGREE	DISAGREE	NO OPINION	TOTAL
There are insufficient safe bicycle or pedestrian routes for our children to get to school	78.57% 33	11.90% 5	9.52% 4	 42

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q13 Other transportation related concerns: Mark each statement with "agree", "disagree" or "no opinion"

Answered: 169 Skipped: 10



	AGREE	DISAGREE	NO OPINION	TOTAL
I am willing to pay extra for better transportation facilities	51.48% 87	34.32% 58	14.20% 24	169
Air pollution (including ground level ozone and greenhouse gas emissions) concerns me	60.95% 103	30.18% 51	8.88% 15	169

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q14 Do you have any other concerns about transportation in Mariposa County that have not been covered in previous questions?

Answered: 82 Skipped: 97

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q15 Do you have any other comments?

Answered: 57 Skipped: 122

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

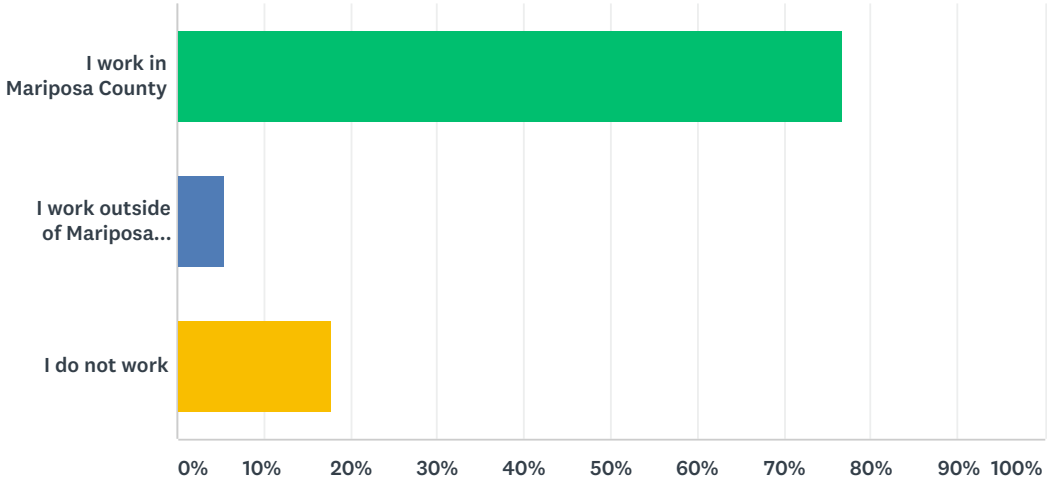
Q16 Please provide your zip code

Answered: 150 Skipped: 29

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q17 Do you work in Mariposa County (paid or volunteer)?

Answered: 168 Skipped: 11

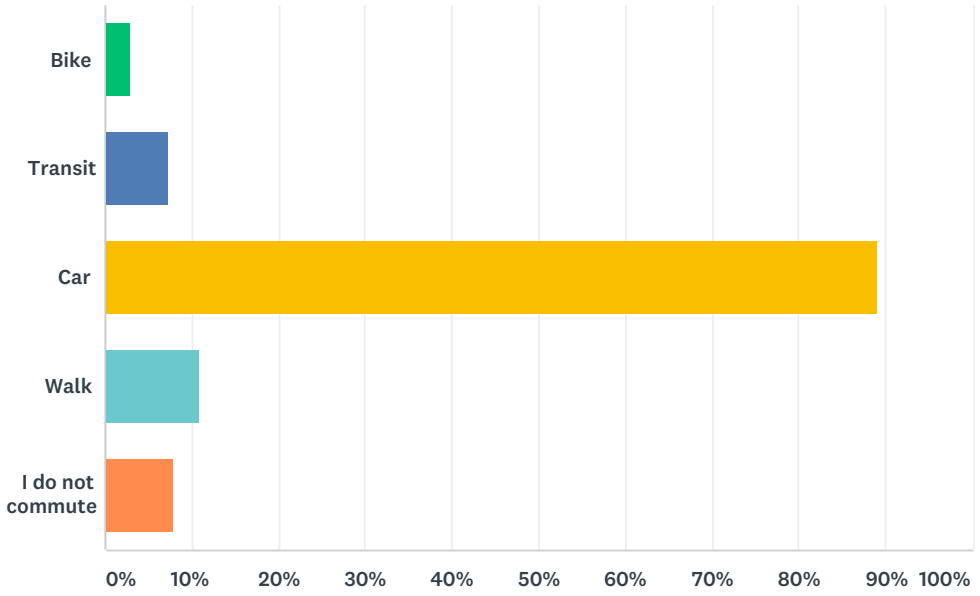


ANSWER CHOICES	RESPONSES	
I work in Mariposa County	76.79%	129
I work outside of Mariposa County	5.36%	9
I do not work	17.86%	30
TOTAL		168

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q18 How do you commute to work? (Select all modes you regularly use)

Answered: 138 Skipped: 41

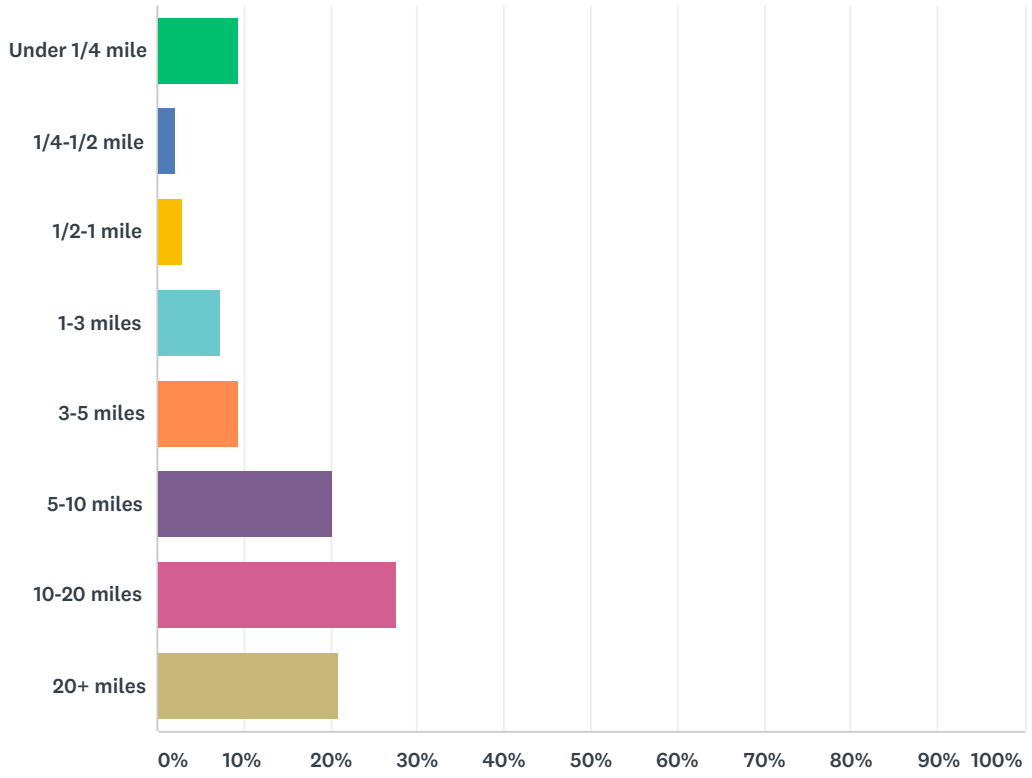


ANSWER CHOICES	RESPONSES	
Bike	2.90%	4
Transit	7.25%	10
Car	89.13%	123
Walk	10.87%	15
I do not commute	7.97%	11
Total Respondents: 138		

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q19 How far is your commute?

Answered: 138 Skipped: 41

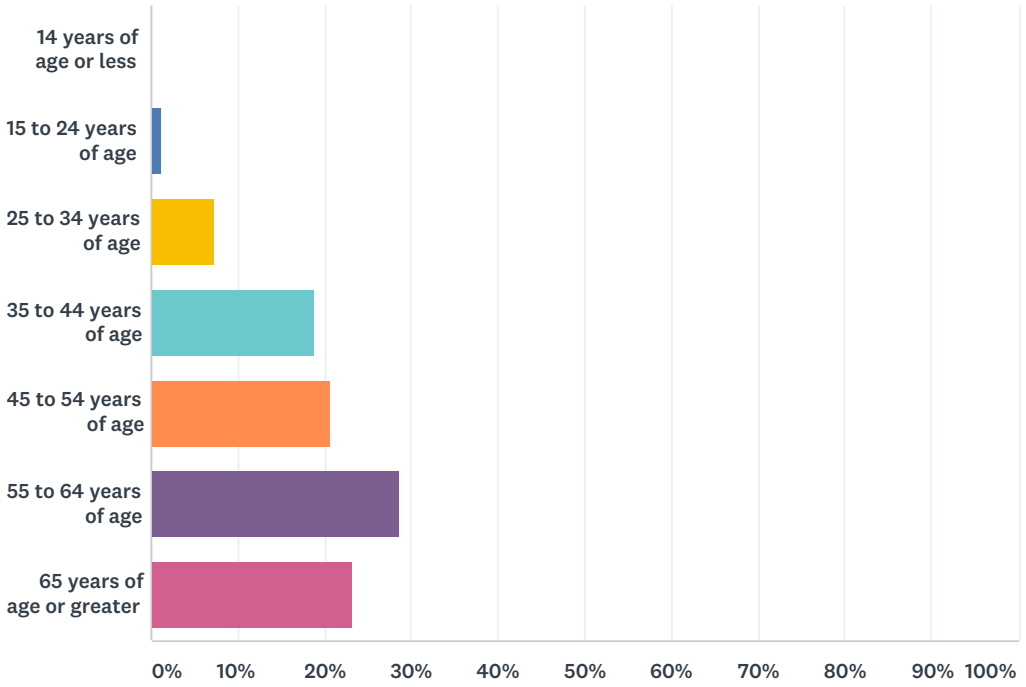


ANSWER CHOICES	RESPONSES	
Under 1/4 mile	9.42%	13
1/4-1/2 mile	2.17%	3
1/2-1 mile	2.90%	4
1-3 miles	7.25%	10
3-5 miles	9.42%	13
5-10 miles	20.29%	28
10-20 miles	27.54%	38
20+ miles	21.01%	29
TOTAL		138

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q20 Please provide your age range (optional):

Answered: 164 Skipped: 15

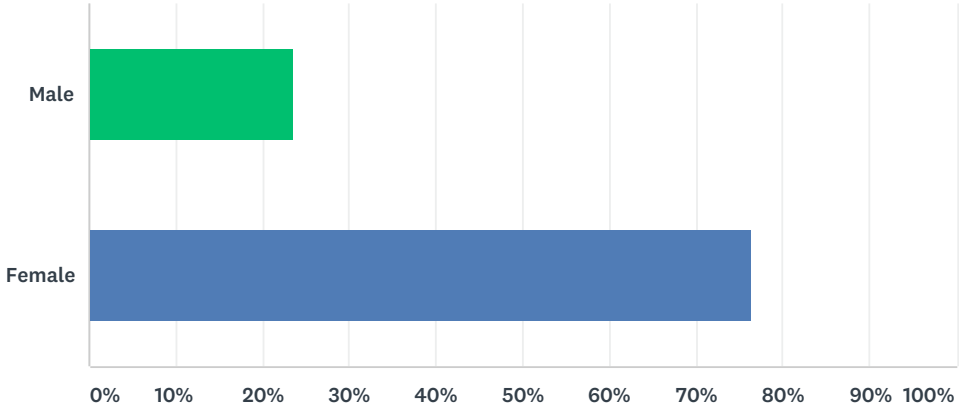


ANSWER CHOICES	RESPONSES	
14 years of age or less	0.00%	0
15 to 24 years of age	1.22%	2
25 to 34 years of age	7.32%	12
35 to 44 years of age	18.90%	31
45 to 54 years of age	20.73%	34
55 to 64 years of age	28.66%	47
65 years of age or greater	23.17%	38
TOTAL		164

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Q21 Please provide your gender (optional):

Answered: 156 Skipped: 23



ANSWER CHOICES	RESPONSES	
Male	23.72%	37
Female	76.28%	119
TOTAL		156

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

APPENDIX D: PROJECT LISTS

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

Table D-1: Short-Range Roadway Projects

Road	Location	Description	Funding Source	Total Cost ($1,000)	Regional Goals Basis	Supporting Goals Basis
Bridge Projects						
Dogtown Rd. Br#40C0038	Maxwell Creek	Preliminary Engeering/ROW	HBP	$595	1-4	1, 7, 8
Darrah Rd. Br#40C0033	West Fork Chowchilla River	Preliminary Engeering/ROW	HBP	$673	1-4	1, 7, 8
Old Toll Rd. Br#40C0057	Bear Creek	Preliminary Engeering/ROW	HBP	$445	1-4	1, 7, 8
Indian Gulch Rd. Br#40C0059	Bear Creek	Preliminary Engeering/ROW	HBP	$490	1-4	1, 7, 8
Oak Grove Rd. Br#40C0028	Striped Rock	Preliminary Engeering/ROW	HBP	$585	1-4	1, 7, 8
Dogtown Rd. Br.#40C0039	Maxwell Creek	Preliminary Engeering/ROW	HBP	$610	1-4	1, 7, 8
White Rock Rd. Br#40C0062	Deadman Creek	Preliminary Engeering/ROW	HBP	$435	1-4	1, 7, 8
Usona Rd. Br#40C0066	Middle Fork Chowchilla River	Preliminary Engeering/ROW	HBP	$440	1-4	1, 7, 8
School House Rd. Br#40C0053	Owens Creek	Preliminary Engeering/ROW	HBP	$155	1-4	1, 7, 8
Incline Rd. Br#40C0064	Moss Canyon	Preliminary Engeering/ROW	HBP	$575	1-4	1, 7, 8
White Rock Rd. Br#40C0032	Mariposa Creek	Preliminary Engeering/ROW	HBP	$400	1-4	1, 7, 8
Tip Top Rd. Br#40C0047	Middle Fork Chowchilla River	Preliminary Engeering/ROW	HBP	$440	1-4	1, 7, 8
Buck Meadows Rd. Br#40C0021	Jordan Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$3	1-4	1, 7, 8
Bear Valley Rd. Br#40C0027	Burns Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$22	1-4	1, 7, 8
Hornitos Rd. Br#40C0015	Burns Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$25	1-4	1, 7, 8
Greeley Hill Rd. Br#40C0017	Smith Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$25	1-4	1, 7, 8
Indian Peak Rd. Br#40C0041	Middle Fork Chowchilla River	Minimal Enviromental Review - PE	BPMP - Phase I	$3	1-4	1, 7, 8
Hornitos Rd. Br#40C0010	Corbett Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$20	1-4	1, 7, 8
Triangle Rd. Br#40C0065	Summit Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$25	1-4	1, 7, 8
Hornitos Rd. Br#40C0013	Turner Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$20	1-4	1, 7, 8
Hornitos Rd. Br#40C0014	El Dorado Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$20	1-4	1, 7, 8
Greeley Hill Rd. Br#40C0016	Bean Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$20	1-4	1, 7, 8
Bear Valley Rd. Br#40C0024	Burns Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$3	1-4	1, 7, 8
Bear Valley Rd. Br#40C0025	Burns Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$20	1-4	1, 7, 8
Ferry Rd. Br#40C0045	Maxwell Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$3	1-4	1, 7, 8
Old Highway Rd. Br#40C0003	Aqua Fria Creek	Minimal Enviromental Review - PE	BPMP - Phase I	$35	1-4	1, 7, 8
Ben Hur Rd. Br#40C0029	Chapman Creek	Typical Environmental Review - PE	BPMP - Phase II	$42	1-4	1, 7, 8
Buck Meadows Rd. Br#40C0022	Moore Creek	Typical Environmental Review - PE	BPMP - Phase II	$43	1-4	1, 7, 8
Colorado Rd. Br#40C0030	Bear Creek	Typical Environmental Review - PE	BPMP - Phase II	$42	1-4	1, 7, 8
White Rock Rd. Br#40C0063	Deadman Creek	Typical Environmental Review - PE	BPMP - Phase II	$35	1-4	1, 7, 8
Old Highway Rd. Br#40C0058	Owens Creek	Typical Environmental Review - PE	BPMP - Phase II	$42	1-4	1, 7, 8
Bull Creek Rd. Br#40C0043	Bull Creek	Typical Environmental Review - PE	BPMP - Phase II	$40	1-4	1, 7, 8
Slaughter House Rd. Br#40C0051	Stockton Creek	Typical Environmental Review - PE	BPMP - Phase II	$40	1-4	1, 7, 8
Bear Valley Rd. Br#40C0026	Burns Creek	Typical Environmental Review - PE	BPMP - Phase II	$42	1-4	1, 7, 8
Hornitos Rd. Br#40C0008	Bear Creek	Typical Environmental Review - PE	BPMP - Phase II	$45	1-4	1, 7, 8
Bear Valley Rd. Br#40C0023	Burns Creek	Typical Environmental Review - PE	BPMP - Phase II	$35	1-4	1, 7, 8
Triangle Rd. Br#40C0034	Snow Creek	Typical Environmental Review - PE	BPMP - Phase II	$50	1-4	1, 7, 8
			Bridge Projects Total	**$6,543**		
Road Projects						
Triangle Rd.	PM 11.8 to 14.1	Road Rehabilitation	RIP	$856	1-4	1, 7, 8
Ben Hur Rd.	PM 15.0 to 18.50	Road Rehabilitation	RIP	$1,115	1-4	1, 7, 8
Merced Falls Rd.	PM 10.00 to 12.50	Road Rehabilitation	RIP	$930	1-4	1, 7, 8
SR 140	County Line to Catheys Valley (PM 0.0 to 5.8)	Install Passing Lane	ITIP	$2,900	1-4	1, 8, 9
SR 132	Tuolumne County Line to 3.9 miles east (PM 0.5 to 4.4)	Realign, Widen & Pave	ITIP	$1,950	1-4	1, 8, 9
SR 49	Old Highway (PM 27.5 to 28.2)	Obtain Bridge Right of Way	ITIP	$4,100	1-4	1, 8, 9
			Road Total	**$11,851**		
Grand Total				**$18,394**		

Notes: HBP = Local Highway Bridge Program
BPMP = Bridge Preventative Maintenance Program
ROW = Right of way
RIP = Regional Improvement Program
ITIP = Interregional Transportation Improvement Program
PE = Preliminary engineering
PM = Post mile

Source: MCLTC, 2019

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP

Table D-2: Long-Range Roadway Projects

Road	Location	Description	Funding Source	Total Cost ($1,000)	Regional Goals Basis	Supporting Goals Basis
Bridge Projects						
Dogtown Rd. Br#40C0038	Maxwell Creek	Replace Bridge/Construction	HBP	$2,000	1-4	1, 7
Darrah Rd. Br#40C0033	West Fork Chowchilla River	Replace Bridge/Construction	HBP	$1,216	1-4	1, 7
Old Toll Rd. Br#40C0057	Bear Creek	Replace Bridge/Construction	HBP	$2,000	1-4	1, 7
Indian Gulch Rd. Br#40C0059	Bear Creek	Replace Bridge/Construction	HBP	$2,000	1-4	1, 7
Oak Grove Rd. Br#40C0028	Striped Rock	Replace Bridge/Construction	HBP	$2,070	1-4	1, 7
Dogtown Rd. Br.#40C0039	Maxwell Creek	Replace Bridge/Construction	HBP	$1,120	1-4	1, 7
White Rock Rd. Br#40C0062	Deadman Creek	Replace Bridge/Construction	HBP	$952	1-4	1, 7
Usona Rd. Br#40C0066	Middle Fork Chowchilla River	Replace Bridge/Construction	HBP	$840	1-4	1, 7
School House Rd. Br#40C0053	Owens Creek	Replace Bridge/Construction	HBP	$868	1-4	1, 7
Incline Rd. Br#40C0064	Moss Canyon	Replace Bridge/Construction	HBP	$1,960	1-4	1, 7
White Rock Rd. Br#40C0032	Mariposa Creek	Replace Bridge/Construction	HBP	$2,030	1-4	1, 7
Tip Top Rd. Br#40C0047	Middle Fork Chowchilla River	Replace Bridge/Construction	HBP	$784	1-4	1, 7
			Bridge Projects Total	**$17,840**		
Local Roads						
Old Toll Rd.	PM 10.0 - 16.8	Realign, widen and pave	RIP	$1,200	1-4	1, 7, 8
Old Highway	SR 49 to Yaqui Gulch	Realign, widen and pave	RIP	$1,500	1-4	1, 7, 8
Indian Peak	Bronco Hollow to Bronco Rd.	Resurface	RIP	$480	1-4	1, 7, 8
Merced Falls Rd.	PM 10.5 - 15.4	Seal	RIP	$1,235	1-4	1, 7, 8
Merced Falls Rd.	PM 16.7 - 18.1	Seal	RIP	$513	1-4	1, 7, 8
Indian Peak	Oak Grove to Hirsch	Resurface	RIP	$250	1-4	1, 7, 8
Merced Falls Rd.	PM 10.0 - 10.5	Seal	RIP	$125	1-4	1, 7, 8
Converse Rd.	PM 10.0 - 10.8	Resurface	RIP	$218	1-4	1, 7, 8
Dogtown Rd.	Wampum Hill to Texas Hill	Resurface	RIP	$500	1-4	1, 7, 8
Ben Hur Rd.	PM 20.4 - 23.8	Seal	RIP	$370	1-4	1, 7, 8
Old Highway	SR 140 to Wilburs Way	Resurface	RIP	$1,000	1-4	1, 7, 8
Harris Rd.	SR 49 to Ponderosa	Resurface	RIP	$625	1-4	1, 7, 8
Indian Peak	SR 49 to Oakgrove Rd.	Resurface	RIP	$750	1-4	1, 7, 8
Villareal Dr.	PM 10.0 - 11.5	Seal	RIP	$380	1-4	1, 7, 8
Hunters Valley Rd.	PM 10.0 - 17.0	Resurface	RIP	$1,750	1-4	1, 7, 8
			Local Roads Total	**$10,896**		
State Highways						
SR 132	Greeley Hill Rd. (PM 18.2; 31.2)	Realign	STIP	$6,200	1-4	1, 8, 9
SR 49/140	South intersection	Intersection improvement	STIP	$1,000	1-4	1, 8, 9
SR 49/140	North intersection	Intersection improvement	STIP	$1,000	1-4	1, 8, 9
SR 49	Silva to Indian Peak	Left turn lane	STIP	$50	1-4	1, 8, 9
SR 49	Hell Hollow to Coulterville (PM 32.9 - 43.8)	Realign	STIP	$5,450	1-4	1, 8, 9
SR 49	Stockton Cr.	Bridge, left turn lane	STIP	$1,000	1-4	1, 8, 9
SR 140	Agua Fria to Martin Rd. (PM 16.6 - 19.1)	Passing lane	STIP	$1,300	1-4	1, 8, 9
SR 140	Mariposa Town to Midpines Summit (PM 22.0 - 25.1)	Passing lane	STIP	$1,550	1-4	1, 8, 9
SR 49	Mount Bullion Cutoff	Left turn lane	STIP	$50	1-4	1, 8, 9
SR 49	Triangle Rd.	Left turn lane	STIP	$50	1-4	1, 8, 9
SR 49	Chowchilla Rd.	Left turn lane	STIP	$50	1-4	1, 8, 9
SR 49	Usona	Left turn lane	STIP	$50	1-4	1, 8, 9
SR 49	Old Toll Rd.	Left turn lane	STIP	$50	1-4	1, 8, 9
SR 49	Bear Valley Rd.	Left turn lane	STIP	$50	1-4	1, 8, 9
SR 49	Mariposa Cr. To Landill	Widen	STIP	$500	1-4	1, 8, 9
SR 140	Smith Rd.	Left turn lane	STIP	$50	1-4	1, 8, 9
SR 140	Yaqui Gulch Rd.	Left turn lane	STIP	$50	1-4	1, 8, 9
SR 140	Mount Builion Cutoff	Left turn lane	STIP	$50	1-4	1, 8, 9
SR 140	Bear Cr. To Briceburg (PM 31.5 - 34.1)	Realign	STIP	$1,300	1-4	1, 8, 9
			State Highways Total	**$19,800**		
Grand Total				**$48,536**		

Notes: HBP = Local Highway Bridge Program
BPMP = Bridge Preventative Maintenance Program
ROW = Right of way
RIP = Regional Improvement Program
STIP = State Transportation Improvement Program
PE = Preliminary engineering
PM = Post mile

Source: MCLTC, 2019

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP

Table D-3: Transit Projects

Description	Funding Source	Total Cost ($1,000)	Regional Goals Basis	Supporting Goals Basis
Short-Range				
Acquire new vehicles for Dial-a-Ride.	5311/STA	$140	1-4	2, 5, 9, 10
Update the Short Range Transit Plan	5311/STA	$60	1-4	2, 5, 9, 10
Develop a comprehensive Monthly Contractor Report	RPA	$45	1-4	2, 5, 9, 10
Short-Range Total		**$245**		
Long-Range				
Replace Dial-a-Ride vehicles every seven years	5311/STA	$425	1-4	2, 5, 9, 10
Long-Range Total		**$425**		

Notes: STA = State Transit Assistance
RPA = Rural Planning Assistance
Source: MCLTC, 2019

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP

Table D-4: Aviation Projects

Description	Federal Airport Improvement Program	Local Funding	Total Cost	Regional Goals Basis	Supporting Goals Basis
Short-Range					
Airport Perimeter Fencing with Card Access Gate	$358,200	$39,800	$398,000	1, 2, 4	4
Apron Pavement Rehabilitation (Phase 2)	$303,300	$33,700	$337,000	1, 2, 4	4
Northwest Helicopter Parking with Taxi Lane	$356,400	$39,600	$396,000	1, 2, 4	4
Runway Blast Pads	$108,000	$12,000	$120,000	1, 2, 4	4
Runway Distance Remaining Signs and Obstruction Lights	$14,400	$1,600	$16,000	1, 2, 4	4
Runway Exit Taxiway	$130,500	$14,500	$145,000	1, 2, 4	4
Runway Signing, Obstruction Lighting, and Vault Modification	$150,000	$16,667	$166,667	1, 2, 4	4
Self-Serve Fueling System	$165,600	$18,400	$184,000	1, 2, 4	4
Southeast Helicopter Parking with Retaining Wall	$247,500	$27,500	$275,000	1, 2, 4	4
Tree Trimming	$26,100	$2,900	$29,000	1, 2, 4	4
Total	**$1,860,000**	**$206,667**	**$2,066,667**		

Notes: 2019 Dollars
Source: MCLTC, 2019

Attachment: 2017 Final RTP (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP

Table D-5: Bicycle Projects

Location	Description	Total Cost ($1,000)	Range	Regional Goals Basis	Supporting Goals Basis
Class I Bike Paths					
Mariposa Creek Parkway (short-range)	Class I bike path from the Fairgrounds on SR 49 to the CalFire facility on SR 49	$8,000	Short	1-4	3, 5, 10
Mariposa Creek Parkway (long-range)	Class I bike path from the Fairgrounds on SR 49 to the CalFire facility on SR 49	$4,000	Long	1-4	3, 5, 10
Catheys Valley (1.4 miles)	Class I bike path between Catheys Valley Elementary School and Catheys Valley Park	$1,817	Short	1-4	3, 5, 10
Merced River (17.2 miles)	Class I bike path between Yosemite National Park SR 140 entrance and SR 140 / Bull Creek Road intersection	$4,186	Long	1-4	3, 5, 10
Merced River (13.4 miles)	Class I bike path or trail between SR 140 / Bull Creek Road intersection and SR 49	$3,260	Long	1-4	3, 5, 10
Indian Gulch Rd. (13.7 miles)	Class I bike path from Indian Gulch Rd. to Merced	$3,334	Long	1-4	3, 5, 10
	Class I Bike Paths Total	**$24,597**			
Class II Bike Lanes					
SR 49 (0.8 miles)	SR 49 in Mariposa between SR 140 (south junction) and SR 140 (north junction)	$960	Short	1-4	3, 5, 10
SR 49 (0.7 miles)	Class II bike lanes on SR 49 in Mariposa between SR 140 (north junction) and Mari Way	$420	Short	1-4	3, 5, 10
SR 140 (1.0 miles)	Class II bike lanes on SR 140 in Mariposa between Spring Hill School and SR 49 (south junction)	$600	Short	1-4	3, 5, 10
SR 49 (1.8 miles)	Class II bike lanes on SR 49 in Mariposa between Ben Hur Road and SR 140 (south junction)	$1,080	Short	1-4	3, 5, 10
SR 132 (1.9 miles)	Class II bike lanes on SR 132 in Coulterville	$2,852	Long	1-4	3, 5, 10
SR 49 (1.6 miles)	Class II bike lanes on SR 49 in Coulterville	$2,401	Long	1-4	3, 5, 10
SR 49 (1.0 mile)	Class II bike lanes on SR 49 in Bootjack	$600	Short	1-4	3, 5, 10
SR 140 (0.8 miles)	Class II bike lanes on SR 140 in Mariposa between SR 49 (north junction) and Old Highway	$600	Long	1-4	3, 5, 10
SR 140 (10.1 miles)	Class III bike route with multiuse shoulder on SR 140 between Catheys Valley and Mariposa	$7,578	Long	1-4	3, 5, 10
SR 140 (1.4 miles)	Class II bike lanes on SR 140 in Catheys Valley	$2,101	Long	1-4	3, 5, 10
	Class II Bike Lanes Total	**$19,194**			
Class III Bike Routes					
Foresta Rd. (2.2 miles)	Class III bike route with multiuse shoulder on Foresta Road between Yosemite National Park maintenance facility and El Portal Road	$1,320	Short	1-4	3, 5, 10
SR 49 (3.3 miles)	Class III bike route with multiuse shoulder on SR 49 between Ben Hur Road and Bootjack	$1,980	Short	1-4	3, 5, 10
SR 41 (3.6 miles)	Class III bike route with multiuse shoulder on SR 41 between Madera County line and Yosemite National Park SR 41 entrance	$2,161	Short	1-4	3, 5, 10
SR 49 (3.4 miles)	Class III bike route with multiuse shoulder on SR 49 between Tuolumne County line and Coulterville	$2,040	Short	1-4	3, 5, 10
SR 132 (7.1 miles)	Class III bike route with multiuse shoulder on SR 132 between Tuolumne County line and Coultervile	$5,328	Long	1-4	3, 5, 10
SR 140 (8.7 miles)	Class III bike route with multiuse shoulder on SR 140 between Merced County line and Catheys Valley	$6,528	Long	1-4	3, 5, 10
Silva Rd. (1.1 miles)	Class III bike route with multiuse shoulder on Silva Road between SR 49 and Carleton Road	$660	Short	1-4	3, 5, 10
Yaqui Gulch Rd. (3.2 miles)	Class III bike route with signage only on Yaqui Gulch Road between SR 140 and Old Highway	$4	Long	1-4	3, 5, 10
Buckeye Rd. (2.4 miles)	Class III bike route with signage only on Buckeye Road between Old Highway and Ben Hur Road	$4	Long	1-4	3, 5, 10
Mt. Bullion Cut Off Rd. (3.1 miles)	Class III bike route with signage only on Mt. Bullion Cut Off Road between SR 49 and SR 140	$4	Long	1-4	3, 5, 10
Aqua Fria Rd. (2.3 miles)	Class III bike route with signage only on Agua Fria Road between SR 49 and SR 140	$4	Long	1-4	3, 5, 10
Old Highway (1.2 miles)	Class III bike route with signage only on Old Highway between downtown Mariposa and SR 140	$3	Long	1-4	3, 5, 10
Carleton Rd. (2.8 miles)	Class III bike route with signage only on Carleton Road between Silva Road and Triangle Road	$4	Long	1-4	3, 5, 10
Tip Top Rd. (2.5 miles)	Class III bike route with signage only on Tip Top Road between SR 49 and Triangle Road	$4	Long	1-4	3, 5, 10
	Class III Bike Routes Total	**$20,045**			
	Short-Term Total	**$21,640**			
	Long-Term Total	**$42,197**			
	Grand Total	**$63,836**			

Source: MCLTC, 2019

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Table D-6: Pedestrian Projects

Location	Description	Total Cost ($1,000)	Regional Goals Basis	Supporting Goals Basis
Short-Range				
SR 49/SR 140	Sidewalks on SR 49 / SR 140 between Jones Street and 3rd Street (both sides)	$561	1-4	3, 5, 10
Jones St.	Sidewalks on Jones Street between SR 140 and 6th Street (both sides)	$720	1-4	3, 5, 10
Bullion St.	Sidewalks on Bullion Street between Jones Street and 1st Street (both sides)	$924	1-4	3, 5, 10
8th St.	Sidewalks on 8th Street between Jessie Street and Mariposa High School (both sides)	$95	1-4	3, 5, 10
10th St.	Sidewalks on 10th Street between Bullion Street and Jones Street (both sides)	$28	1-4	3, 5, 10
Rancheria Flat Rd.	Sidewalks on Rancheria Flat Road between Foresta Road and Barium Mine Road (both sides)	$153	1-4	3, 5, 10
SR 49	Sidewalks on SR 49 between Mari Way and SR 140 (both sides)	$835	1-4	3, 5, 10
Joe Howard St.	Sidewalks on Joe Howard Street between SR 49 and Coakley Circle (both sides)	$244	1-4	3, 5, 10
Main St.	Sidewalks on Main Street between SR 49 and Broadway (both sides)	$271	1-4	3, 5, 10
Jessie St.	Sidewalks on Jessie Street between SR 49 / SR 140 and 8th Street (both sides)	$259	1-4	3, 5, 10
Stroming Rd.	Sidewalks on Stroming Road between Jessie Street and 6th Street (both sides)	$170	1-4	3, 5, 10
5th St.	Sidewalks on 5th Street between SR 49 / SR 140 and Bullion Street (both sides)	$47	1-4	3, 5, 10
11th St.	Sidewalks on 11th Street between SR 49 / SR 140 and Bullion Street (both sides)	$56	1-4	3, 5, 10
10th St.	Sidewalks on 10th Street between SR 49 / SR 140 and Jessie Street (both sides)	$14	1-4	3, 5, 10
Short-Range Total		**$4,378**		
Long-Range				
Town of Mariposa Transportation Center	Rural-scale, multi-modal transit center, wayfinding system, active transportation facilities, parking improvements	$7,000	1-4	2, 3, 5, 9, 10
Rancheria Flat Rd.	Sidewalks on Rancheria Flat Road north of Barium Mine Road (east side only)	$0	1-4	3, 5, 10
Barium Mine Rd.	Sidewalks on Barium Mine Road (south side only)	$180	1-4	3, 5, 10
Foresta Rd.	Sidewalks on Foresta Road at YARTS stop near Barium Mine Road (side side only)	$42	1-4	3, 5, 10
Fiske Rd.	Sidewalks on Fiske Road between Greeley Hill Road and Shy Fox Lane (east side only)	$301	1-4	3, 5, 10
County Park Rd.	Sidewalks on County Park Road (east side only)	$165	1-4	3, 5, 10
Broadway	Sidewalks on Broadway between SR 49 and Cemetery Road (both sides)	$318	1-4	3, 5, 10
Greeley Hill Rd.	Sidewalks on Greeley Hill Road between Holtzel Road and Fiske Road (south side only)	$232	1-4	3, 5, 10
SR 49/SR 140	SR 49 / SR 140 crosswalk improvements and traffic calming	$224	1-4	3, 5, 10
Cemetery Rd.	Sidewalks on Cemetery Road between Main Street and Coulterville High School (west side only)	$100	1-4	3, 5, 10
El Portal Rd.	Sidewalks on El Portal Road between Foresta Road and SR 140 (east side only)	$59	1-4	3, 5, 10
SR 49	Sidewalks on SR 49 between Broadway and SR 132 (both sides)	$173	1-4	3, 5, 10
Foresta Rd.	Sidewalks on Foresta Road at NPS Maintenance Facility (both sides)	$114	1-4	3, 5, 10
Foresta Rd.	Sidewalks on Foresta Road between railroad exhibit and Chapel Lane (south side only)	$87	1-4	3, 5, 10
SR 140	Sidewalks on SR 140 between El Portal Road and El Portal Market (north side only)	$56	1-4	3, 5, 10
Hospital Rd.	Sidewalks on Hospital Road between hospital and Smith Road (both sides)	$215	1-4	3, 5, 10
SR 140	Sidewalks on SR 140 between Smith Road and SR 49 (west side only)	$166	1-4	3, 5, 10
3rd St.	Sidewalks on 3rd Street between SR 49 and Bullion Street (both sides)	$65	1-4	3, 5, 10
4th St.	Sidewalks on 4th Street between SR 49 / SR 140 and Bullion Street (both sides)	$73	1-4	3, 5, 10
6th St.	Sidewalks on 6th Street between Stroming Road and Mariposa Street (both sides)	$383	1-4	3, 5, 10
7th St.	Sidewalks on 7th Street between SR 49 / SR 140 and Jones Street (both sides)	$162	1-4	3, 5, 10
12th St.	Sidewalks on 12th Street between Jessie Street and Jones Street (both sides)	$244	1-4	3, 5, 10
13th St.	Sidewalks on 13th Street between Charles Street and Jones Street (both sides)	$165	1-4	3, 5, 10
Bootjack Lane	Sidewalks on Bootjack Lane in downtown Bootjack (both sides)	$56	1-4	3, 5, 10
Cole Rd.	Sidewalks on Cole Road in downtown Bootjack (both sides)	$56	1-4	3, 5, 10

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Table D-6: Pedestrian Projects

Location	Description	Total Cost ($1,000)	Regional Goals Basis	Supporting Goals Basis
Darrah Rd.	Sidewalks on Darrah Road in downtown Bootjack (both sides)	$137	1-4	3, 5, 10
Bear Valley Rd.	Sidewalks on Bear Valley Road between High Street and Hornitos Road (east side only)	$155	1-4	3, 5, 10
High St.	Sidewalks on High Street between Bear Valley Road and Hornitos Road (west side only)	$159	1-4	3, 5, 10
Hornitos Rd.	Sidewalks on Hornitos Road between Bear Valley Road and High Street (north side only)	$23	1-4	3, 5, 10
Spriggs Lane	Sidewalks on Spriggs Lane between Mari Way and Smith Road (north side only)	$196	1-4	3, 5, 10
Smith Rd.	Sidewalks on Smith Road between SR 49 and Spriggs Lane (north side only)	$151	1-4	3, 5, 10
Smith Rd.	Sidewalks on Smith Road between Spriggs Lane and Hospital Road (both sides)	$148	1-4	3, 5, 10
Smith Rd.	Sidewalks on Smith Road between Hospital Road and SR 140 (south side only)	$213	1-4	3, 5, 10
Boulder Lane	Sidewalks on Boulder Lane (south side only)	$38	1-4	3, 5, 10
Red Bud Lane	Sidewalks on Red Bud Lane (south side only)	$49	1-4	3, 5, 10
Long-Range Total		**$11,907**		
Grand Total		**$16,284**		

Source: MCLTC, 2019

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Table D-7: Unconstrained Projects

Location	Description	Total Cost ($1,000)	Regional Goals Basis	Supporting Goals Basis
Merced River Trail (31.7 miles)	Class I bike path or trail between SR 49 and Merced County line	$7,715	1-4	3, 5, 10
SR 140 (17.3 miles)	Class III bike route with multiuse shoulder on SR 140 between Bull Creek Road and Yosemite National Park SR 140 entrance	$12,981	1-4	3, 5, 10
SR 49 (13.7 miles)	Class III bike route with multiuse shoulder on SR 49 between Coulterville and Bear Valley Road	$10,280	1-4	3, 5, 10
SR 49 (10.1 miles)	Class III bike route with multiuse shoulder on SR 49 between Bear Valley Road and Mari Way	$7,578	1-4	3, 5, 10
SR 49 (11.6 miles)	Class III bike route with multiuse shoulder on SR 49 between Bootjack and Madera County line	$8,704	1-4	3, 5, 10
SR 140 (10.9 miles)	Class III bike route with multiuse shoulder on SR 140 between Mariposa and Bull Creek Road	$8,180	1-4	3, 5, 10
Greeley Hill Rd. (6.2 miles)	Class III bike route with signage only on Greeley Hill Road between Coulterville and Fiske Road	$7	1-4	3, 5, 10
Smith Station Rd. (7.6 miles)	Class III bike route with signage only on Smith Station Road between Greeley Hill Road and Tuolumne County line	$7	1-4	3, 5, 10
Hidalgo St, Banderilla Dr., Villareal Dr., and Ranchito Dr. (7.8 miles)	Class III bike route with signage only on Hidalgo Street, Banderilla Drive, Villareal Drive, and Ranchito Drive	$7	1-4	3, 5, 10
Bear Valley Rd. (10.4 miles)	Class III bike route with signage only on Bear Valley Road between Hornitos Road and SR 49	$10	1-4	3, 5, 10
Horritos Rd. (16.5 miles)	Class III bike route with signage only on Hornitos Road between Merced County line and Catheys Valley	$14	1-4	3, 5, 10
Indian Gulch Rd. (9.0 miles)	Class III bike route with signage only on Indian Gulch Road between Hornitos Road and SR 140	$8	1-4	3, 5, 10
Old Highway (14.9 miles)	Class III bike route with signage only on Old Highway between SR 140 and SR 49	$13	1-4	3, 5, 10
Ben Hur Rd. (17.7 miles)	Class III bike route with signage only on Ben Hur Road between SR 49 and Madera County line	$14	1-4	3, 5, 10
Triangle Rd. (11.6 miles)	Class III bike route with signage only on Triangle Road between SR 49 and SR 140	$10	1-4	3, 5, 10
Old Toll Rd. (6.7 miles)	Class III bike route with signage only on Old Toll Road between Hornitos Road and SR 49	$7	1-4	3, 5, 10
Total		**$55,535**		

Source: MCLTC, 2019

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Table D-8: Completed Projects

Road	Location (PM)	Description	Total Cost ($1,000)
Indian Peak Rd.	18.6 - 19.6	Road Rehabilitation	$65
Main Street	10.0 - 10.4	Road Rehabilitation	$30
Colorado Rd.	12.6 - 14.6	Road Rehabilitation	$25
East Whitlock Rd.	19.0 - 20.2	Road Rehabilitation	$365
Triangle Rd.	20.0 - 21.6	Road Rehabilitation	$1,020
Chowchilla Mtn/ Harris Cutoff	10.8 - 11.8; 10.0 - 11.2	Road Rehabilitation	$814
Don Pedero Subdivision II	Multiple Roads	Road Rehabilitation	$175
Triangle Rd.	16.5 - 20.0	Road Rehabilitation	$176
Silver Bar Rd.	11.5 - 12.0	Road Rehabilitation	$166
Mt. Bullion Cutoff	10.0 - 13.1	Road Rehabilitation	$2,149
Old Highway	21.0 - 23.9	Road Rehabilitation	$735
Silva Rd.	10.0 - 11.0	Road Rehabilitation	$531
Bullion St.	10.0 - 10.9	Road Rehabilitation	$85
Incline Rd.	10.0 - 12.0	Road Rehabilitation	$15
Piney Creek Rd.	10.0 - 10.7	Road Rehabilitation	$100
Colorado Rd.	12.6 - 14.6	Road Rehabilitation	$25
Triangle Rd.	15.1 - 16.4	Road Rehabilitation	$508
Triangle Rd.	Darrah to East Westfall	Realign, widen and pave	$1,500
Triangle Rd.	East Westfall to Tiptop	Realign, widen and pave	$750
Triangle Rd.	Carter Rd. to Darrah Rd.	Realign, widen and pave	$750
Triangle Rd.	Tiptop to SR 49	Realign, widen and pave	$1,000
Triangle Rd.	SR 140 to Carter Curve	Realign, widen and pave	$925
Triangle Rd.	Carleton to Carter Curve	Realign, widen and pave	$544
Buckeye Rd.	Ben Hur to Buckeye Cr.	Realign, widen and pave	$500
Yaqui Gulch Rd.	SR 140 to Old Highway	Realign, widen and pave	$1,610
Colorado Rd.	SR 140 to Sherlock	Realign, widen and pave	$2,000
La Paloma Rd.	Hornitos to CL	Realign, widen and pave	$820
Ashworth Rd.	Silver Ln to Silverbar	Realign, widen and pave	$1,125
Penon Blanco	SR 49 to Granite Springs	Realign, widen and pave	$2,285
Granite Springs Rd.	10.0 - 14.8	Seal	$50
Banderilla Dr.	10.0 - 14.4	Seal	$50
East Westfall	12.6 - 13.6	Realign, widen and pave	$370
Ranchito Rd.	11.0 - 13.9	Seal	$730
Harris Cutoff	10.0 - 11.9	Seal	$230
Woodland Dr.	10.0 - 10.8	Resurface	$200
Hildalgo	10.0 - 10.5	Seal	$135
Ernst Rd.	10.4 - 12.9	Resurface	$640
Leonard Rd.	10.0 - 11.0	Realign, widen and pave	$180
Total			$23,378

Notes: PM = Post mile
Source: MCLTC, 2019

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APPENDIX E: GLOSSARY OF COMMON ACRONYMS

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AQMD *Air Quality Management District*, a regional agency formed by two or more counties that adopts regulations to meet state and federal air quality standards.

ATP *Active Transportation Program*, created in 2013, consolidates existing federal and state bicycle and pedestrian funding programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation.

CARB *California Air Resources Board*, the State agency responsible for implementation of the federal and State Clean Air Acts. Provides technical assistance to air districts preparing attainment plans, reviews local attainment plans, and combines portions of them with State measures for submittal of the State Implementation Plan (SIP) to U.S. EPA.

CASP *California Aviation System Plan*, prepared by Caltrans every five years as required by PUC 21701. The CASP integrates regional system planning on a statewide basis.

CEQA *California Environmental Quality Act*, state law which requires the environmental effects associated with proposed plans, programs, and projects be fully disclosed.

CTC *California Transportation Commission*, a decision-making entity established by AB 402 (Alquist/Ingalls) of 1977 to advise and assist the Secretary of Transportation and the legislature in formulating and evaluating state policies and plans for transportation programs.

DSL *Digital Subscriber Line*, high-speed internet connection that uses the same wires as a regular telephone line.

FAST *Fixing America's Surface Transportation Act*, signed in 2015. The FAST Act largely maintains current program structures and funding shares between highways and transit. The law also makes changes and reforms to many Federal transportation programs, including streamlining the approval processes for new transportation projects, providing new safety tools, and establishing new programs to advance freight projects. This federal transportation bill covers fiscal years 2016 to 2020 and is the first long-term transportation bill in a decade. FAST replaces MAP-21.

FHWA *Federal Highway Administration*, a component of the U.S. Department of Transportation, established to ensure development of an effective national road and highway

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transportation system. FHW A and FTA, in consultation with the U.S. Environmental Protection Agency (EPA), make Federal Clean Air Act Conformity findings for Regional Transportation Plans, Transportation Improvement Programs, and Federally-funded projects.

FTA *Federal Transit Administration*, a component of the U.S. Department of Transportation, responsible for administering the federal transit program under the Federal Transit Act, as amended, and the Intermodal Surface Transportation Enhancement Act (ISTEA) of 1991.

GHG *Greenhouse gas*, any of various gaseous compounds (such as carbon dioxide or methane) that absorb infrared radiation, trap heat in the atmosphere, and contribute to the greenhouse effect.

IIP *Interregional Improvement Program*, under the State Transportation Improvement Program (STIP) reforms of Senate Bill 45, the STIP now consists of two broad programs, the Interregional Improvement Program and the Regional Improvement Program (RIP). The IIP is funded with 25% of the State Highway Account revenues programmed through the State Transportation Improvement Program.

IRRS *Interregional Roadway System*, a series of interregional state highway routes outside of urbanized Areas that provides access to and between the state's economic centers, major recreational areas, and urban and rural regions.

ISTEA *Intermodal Surface Transportation Efficiency Act of 1991*, now superseded, mandated planning requirements and created funding programs for transportation projects.

ITIP *Interregional Transportation Improvement Program*, funds capital improvements on a statewide basis, including capacity increasing projects primarily outside of an urbanized area. Projects are nominated by Caltrans and submitted to the California Transportation Commission for inclusion in the STIP. The ITIP has a five-year planning horizon and is updated every two years by the CTC.

ITS *Intelligent Transportation Systems*, the application of advanced sensor, computer, electronics, and communication technologies, and management strategies to increase the safety and efficiency of the surface transportation system.

LOS *Level of Service*, a qualitative measure of traffic operating conditions whereby a letter grade, A through F, corresponding to progressively worsening traffic conditions, is assigned to an intersection or section of roadway.

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MAP-21 *Moving Ahead for Progress in the 21st Century*, a funding and authorization bill to govern United States federal surface transportation spending signed in 2012. Now superseded.

NEPA *National Environmental Protection Act*, Federal legislation which created an environmental review process similar to CEQA but pertaining only to projects having federal involvement through financing, permitting, or Federal Land ownership.

RIP *Regional Improvement Program*, under the State Transportation Improvement Program (STIP) reforms of Senate Bill 45, the STIP now consists of two broad programs, the RIP and UP. The RIP is funded from 75% of the new STIP funds, divided by formula among fixed county shares. Each county selects projects to be funded from its county share in its Regional Transportation Improvement Program (RTIP).

RTIP *Regional Transportation Improvement Program*, a list of proposed transportation projects submitted to the California Transportation Commission by regional transportation planning agencies for state funding. The RTIP has a five-year planning horizon (previously seven years) and is updated every two years by the CTC.

RTP *Regional Transportation Plan*, state mandated document prepared at least every five years by all regional transportation planning agencies. The Plan describes existing and projected transportation needs, conditions, and financing affecting all modes within a 20-year horizon.

RTPA *Regional Transportation Planning Agency*, a state designated agency (multicounty or county level-agency) responsible for regional transportation planning to meet state planning mandates. RTPAs can be Local Transportation Commissions, Councils of Government, Metropolitan Planning Organizations, or statutorily created agencies.

SAFETEA-LU *Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users*, now superseded, signed into law in 2005 made changes to metropolitan planning processes and authorized the Federal surface transportation programs for highways, highway safety and transit for 2005-2009.

SHA *State Highway Accoun*t, the state's primary source for funding transportation improvements. Revenues from state fuel tax (gasoline and diesel fuel excise tax), truck weight fees, and the federal highway funds are deposited into SHA. SHA provides funding for 1) non-capital outlays (maintenance, operations, capital outlay support, etc.), 2) State

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Transportation Improvement Program (STIP), 3) State Highway Operation and Protection Program (SHOPP), 4) local assistance, etc.

SHOPP *State Highway Operations and Protection Program*, a program created by state legislature, which includes projects needed to maintain the integrity of the state highway system, primarily associated with safety and rehabilitation without increasing roadway capacity. SHOPP is a four-year program of projects, approved by the CTC separately from the STIP cycle.

SIP *State Implementation Plan*, required by the Federal Clean Air Act Amendment of 1990. The SIP is an air quality plan developed by the California Air Resources Board in cooperation with local air districts for attaining and maintaining Federal Clean Air Act Standards.

STA *State Transit Assistance*, revenues from the excise tax on gasoline and diesel fuel are appropriated to the State Controller's Office by the Legislature for allocation to transit operators by RTPAs.

STIP *State Transportation Improvement Program*, a list of transportation projects proposed in RTIPs and ITIPs, which are approved for funding by the CTC.

TDM *Transportation Demand Management*, refers to policies, programs, and actions that are directed towards decreasing the use of single occupancy vehicles. TDM also can include activities to encourage shifting or spreading peak travel periods.

TSM *Transportation System Management*, refers to the use of low capital intensive transportation improvements to increase the efficiency of transportation facilities and services. These can include carpool and vanpool programs, parking management, traffic flow improvements, high occupancy vehicle lanes, and park-and-ride lots.

EPA *U.S. Environmental Protection Agency*, reviews and approves the State Implementation Plan, including emissions budgets used in RTP conformity assessments.

WiFi *Wireless Fidelity*, is term that is meant to be used generically when referring to any type of 802.11 wireless network, whether 802.11 (a), 802.11 (b), dual band, etc. WiFi allows a person to connect to the internet from virtually anywhere within range of a base station.

WiMax *Worldwide Interoperability for Microwave Access*, a certification mark for products that pass conformity and interoperability tests for the 802.16 wireless standards. Products that pass the conformity tests for WiMAX can form wireless connections between them to permit the

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carrying of internet package data. It is similar to WiFi in concept but has certain improvements that are aimed at improving performance and should permit usage over much greater distances.

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AGREEMENT FOR [INSERT BRIEF DESCRIPTION OF SERVICES]

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and _____ [INSERT NAME OF COMPANY] ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

SERVICES OPTION – SINGLE YEAR: The term of this Agreement shall commence on [INSERT DATE] and terminate on [INSERT DATE] unless extended as provided by this Agreement.

SERVICES OPTION – MULTIPLE YEARS; The term of this Agreement shall be for a period of three (3) years, commencing on [effective date] through and including [last day of three year period]. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The (title of department head) or his/her designee is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform [INSERT BRIEF DESCRIPTION OF SERVICES] as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

SERVICES OPTION – SINGLE YEAR: Contractor shall be compensated for services performed in an amount not to exceed [INSERT $ AMOUNT]. Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

SERVICES OPTION – MULTIPLE YEARS: The maximum compensation payable to Contractor under this Agreement is [specify the amount for each annual period, commencing as of the effective date, for the entire term of the Agreement, and specify the total amount of the

Attachment: Agreement Template (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

initial term of the Agreement; further specify the amount for each extension period, and specify the total amount for the entire term of the Agreement with extensions]. 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.

LUMP SUM OPTION: Contractor shall be compensated for services performed in a lump sum amount of _____ ($___). Contractor's hourly rates are listed in Exhibit A. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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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.

(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.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

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9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
[INSERT CONTACT INFO, TITLE ONLY]

COUNTY:
[INSERT CONTACT INFO, TITLE ONLY]

County of Mariposa
[INSERT ADDRESS]
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that

Attachment: Agreement Template (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon [INSERT TIMEFRAME] 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.

[ONLY FOR PROJECT OPTION]

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.

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17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

[OPTION 1 (BOARD APPROVAL)]

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
, Chair	[INSERT NAME/TITLE]
Board of Supervisors	
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche	Steven W. Dahlem
Clerk of the Board	County Counsel

Attachment: Agreement Template (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

[OPTION 2 (CAO APPROVAL)]

COUNTY OF MARIPOSA

_____
Jay D. Kimble
County Administrative Officer

CONTRACTOR

_____
[INSERT NAME/TITLE]

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem
County Counsel

[OPTION 3 (DEPT. HEAD APPROVAL)]

COUNTY OF MARIPOSA

_____
[INSERT DEPT. HEAD NAME/TITLE]

CONTRACTOR

_____
[INSERT NAME/TITLE]

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Agreement Template (LTC-2022-3 : Authorize Advertising and Consultant Selection for RTP Update)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Adopt a Resolution Placing Measure "P" on the June 7, 2022 County Primary Election Ballot

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Placing a 1% Special Transactions and Use (Sales) Tax Measure on the June 7, 2022 County Primary Election Ballot for New, Remodeled and Repurposed Hospital and Healthcare Facilities of the John C. Fremont Healthcare District. The Board would be placing this measure on the ballot under its own legislative authority. This measure would be designated by the County Clerk as Measure "P".

For the reasons below, this is intended as a replacement for the current 1% sales tax *initiative* measure currently on the County ballot for June 7, 2022. That measure is currently designated by the County Clerk as Measure "O". Should the Board adopt this Resolution, the initiative proponents intend to withdraw Measure "O" pursuant to California Elections Code and allow new Measure "P" to be decided by county voters on June 7, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On November 3, 2020, county voters considered Measure "N", a 1% special transactions and use (sales) tax to fund healthcare purposes of the John C. Fremont Healthcare District. The Board of Supervisors, at the request of the Healthcare District, placed Measure "N" on the ballot under its own legislative authority. As a special tax, Measure "N" required two-thirds voter approval and narrowly failed at the ballot box with 63% of county voters voting in favor.

In late 2020 and 2021, several California Courts of Appeal ruled that if a local special tax qualifies for the ballot by citizens' initiative petition, rather than being called to the ballot under the Board's legislative authority, the measure does not require two-thirds voter approval. Instead, the Courts held that simple majority approval is sufficient to pass the measure under California elections law.

Consistent with these Court decisions, in 2021 a group of Mariposa County residents successfully circulated a countywide initiative petition and qualified a 1% county special sales tax very similar to Measure "N". On October 19, 2021, the Board adopted Resolution 2021-587 placing the initiative measure on the June 7, 2022 ballot in fulfillment of its obligations under the Elections Code. The measure is still on schedule for the June 7, 2022 election and has been designated by the County Clerk as Measure "O". Under case law at this moment, Measure "O" only requires simple

majority voter approval.

However, this area of the law has recently become unsettled by the filing of a new proposed *statewide initiative* measure with the California Attorney General's Office - the "Taxpayer Protection and Government Accountability Act" ("Act"). The Act would amend the State Constitution to impose more stringent requirements on local tax measures. Among those requirements is *two-thirds voter approval for any special tax*, whether proposed by citizens' initiative petition or under Board legislative authority. The Act expressly states that this language is intended to override the recent Court decisions referenced above.

Normally, a statewide initiative like the Act would have no effect on a local tax measure like Measure "O". The Act is still in the early stages of the petition effort while Measure "O" is currently on the ballot for this June. So county voters will have decided long before the Act becomes law. There is no certainty that the Act will qualify. If it does, it is uncertain when it would see a ballot. That will depend upon how quickly the Act's proponents can gather petition signatures. The earliest the Act could see a ballot is November 8, 2022, but it could end up scheduled for a later election. And, even if the Act makes it on the ballot, there is no guarantee California voters will approve it.

That said, what causes concern is that the Act purports to apply *retroactively* to all local taxes adopted *on January 1, 2022 and thereafter*. So, if the Act should be approved by California voters, even at a later election, there is a risk that a local tax enacted in June, 2022 could be *retroactively invalidated* if it did not comply with the Act at the time it was approved. No court has ruled on whether a retroactivity clause such as this would be enforceable, but there are arguments.

About two months ago, the Healthcare District asked its legal counsel to assess whether Measure "O", which is currently on the ballot, is in compliance with the Act. After researching the matter, legal counsel notified the District and County Counsel's Office that some provisions in Measure "O" may not be in full compliance with the Act. Further, the Act calls into question the appropriate voter approval standard for Measure "O". If it were to pass on a simple majority, as the Courts currently say, but the Act were passed at a later date to invalidate that case law, Measure "O" would be vulnerable to retroactive challenge for not securing two-thirds voter approval back in June, 2022. Needless to say, this injects a great deal of uncertainty into the matter.

In the course of research, legal counsel also noticed that Measure "O" did not include language authorizing the County and/or Healthcare District to bond/borrow against the sales tax revenues in order to build and repurpose hospital and healthcare facilities. Due to an idiosyncrasy of State law relating to County sales taxes, both taxing *and* bonding authority must be voter-approved. While a lack of bonding language would not invalidate Measure "O" in and of itself, it would result in a somewhat incomplete solution since another election would be required to obtain bonding authority. State law allows both issues to be presented to voters as one measure. (Calif. Govt. Code 55800 et seq.)

The question was raised how best to address these issues. The California Elections Code does not give the initiative proponents the flexibility to amend the language of

Measure “O” after it has been placed on the ballot. The proponents would have to start the process over again - including new petitions and signatures - an impossible task at this point. However, State law allows the Board, on its own legislative authority, to place a sales tax measure on the June 7, 2022 ballot by a 2/3 vote of its membership acting no later than March 11, 2022.

Therefore, it is recommended that the Board of Supervisors adopt the attached Resolution (with updated sales tax/bonding ordinance attached) placing this measure on the June 7, 2022 County Primary Election ballot. This is intended as an updated replacement for Measure “O” which the citizens qualified back in October. This replacement measure would be designated by the County Clerk as Measure “P”. By taking this path, Measure “P” is able to address the issues outlined above.

Should the Board take action to call Measure “P” today, the initiative proponents intend to submit a letter to the County withdrawing Measure “O” and letting the voters decide on Measure “P”. Under California Elections Code, the proponents have a right to withdraw Measure “O” any time before March 11, 2022. Once the proponents submit their withdrawal letter, staff will bring back at a later meeting a follow-up “housekeeping” Board resolution that will formally withdraw Measure “O” from the ballot, leaving only Measure “P” for voter consideration in June.

Since Measure “P” is being called by the Board, this special sales tax measure will require two-thirds voter approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the County Board does not adopt this Resolution, Measure “O” will remain on the ballot for voter consideration on June 7, 2022. However, Measure “O” does not address the issues outlined above.

ATTACHMENTS:
JOHN C FREMONT HCD - Resolution of Mariposa County Board of Supervisors Calling Special June 7 2022 Election on Special Transactions and Use Tax Measure for Hospital (DOC)
JOHN C FREMONT HCD - Ordinance by Mariposa County Proposing 1% Transactions and Use Tax to Voters - June 7 2022 Ballot-c1 (DOCX)

RESULT: WITHDRAWN

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA, CALIFORNIA CALLING FOR THE PLACEMENT OF A MEASURE ON THE BALLOT FOR THE JUNE 7, 2022 STATEWIDE/COUNTY PRIMARY ELECTION FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF AN ORDINANCE ADDING CHAPTER 3.34 TO TITLE 3 (REVENUE AND FINANCE) OF THE MARIPOSA COUNTY CODE TO ESTABLISH A ONE PERCENT (1%) SPECIAL TRANSACTIONS AND USE TAX FOR A PERIOD OF FORTY (40) YEARS AND AUTHORIZING THE ISSUANCE OF BONDS OR OTHER LONG-TERM FINANCING SECURED BY SAID TAX REVENUES TO FUND THE BUILDING OF NEW HOSPITAL AND HEALTHCARE FACILITIES OF THE JOHN C. FREMONT HEALTHCARE DISTRICT AND THE REMODELING/REPURPOSING OF EXISTING HOSPITAL AND HEALTHCARE FACILITIES OF THE JOHN C. FREMONT HEALTHCARE DISTRICT

WHEREAS, the County of Mariposa ("County") is authorized to levy a special Transactions and Use Tax ("TUT") for specific purposes pursuant to California Revenue and Taxation Code §7285.5, subject to approval by a two-thirds supermajority vote of the electorate; and

WHEREAS, pursuant to California Government Code Section 55800, bonds may be issued that are secured by the revenues from the TUT, provided a majority of County voters approve the issuance of bonds; and

WHEREAS, California Government Code Section 55800 provides that the TUT and bond issues may be proposed as a single ballot proposition/measure; and

WHEREAS, pursuant to California Revenue and Taxation Code §7285.5, the County Board of Supervisors has authority to place this Measure on the ballot to be considered at a County Election; and

WHEREAS, the County Board of Supervisors wishes to submit to the voters a Measure adding Chapter 3.34 to Title 3 of the Mariposa County Code establishing a special Transactions and Use Tax on the sale and/or use of all tangible personal property sold at retail in the territory of the County, at a rate of one percent (1%), for a period of forty (40) years, and authorizing the issuance of bonds or other long-term financing to be secured by TUT revenues, in order to fund the building of new hospital and healthcare facilities for the John C. Fremont Healthcare District and the remodeling/repurposing of existing hospital and healthcare facilities of the John C. Fremont Healthcare District (the "Healthcare District"); and

WHEREAS, the TUT would be a special tax, the revenue of which will be placed into a special fund and will be used to pay for Healthcare District facilities and projects, as more specifically identified in the attached Measure; and

Attachment: JOHN C FREMONT HCD - Resolution of Mariposa County Board of Supervisors Calling Special June 7 2022 Election on Special

WHEREAS, although the special TUT statute and bonding statute purport to set different voter-approval requirements for passage, the more stringent rule must govern this Measure, meaning that two-thirds supermajority voter approval will be required for this Measure to pass; and

WHEREAS, the ordinance to be considered by the qualified voters and the terms of approval, collection and use of the special TUT and associated bonding authority are described and provided for in the ordinance/measure attached hereto as Exhibit "A" (the "Measure") and by this reference made an operative part hereof, in accordance with all applicable laws.

NOW, THEREFORE, BE IT RESOLVED BY THE MARIPOSA COUNTY BOARD OF SUPERVISORS:

SECTION 1. Incorporation of Recitals**.** The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

SECTION 2. Submission of Ballot Measure. Pursuant to its right and authority contained in California law, the Board of Supervisors, **by a two-thirds vote**, hereby submits the Measure attached hereto as Exhibit "A" to the qualified electors for placement on the County of Mariposa Primary Election ballot to be held on Tuesday, June 7, 2022.

SECTION 3. Ballot Question for the Measure. The Board of Supervisors, pursuant to California Elections Code §13119 and Revenue and Taxation Code §7285.5, hereby orders that the ballot question for the Measure shall be presented and printed upon the ballot submitted to the qualified electors in the manner and form set forth in this Section 3. On the ballot to be submitted to the qualified electors at the County Primary Election to be held on Tuesday, June 7, 2022, in addition to any other matters required by law, there shall be printed substantially the following ballot question:

"Shall the measure authorizing a County 1% transactions and use (sales) tax, providing an estimated $2,800,000 annually for 40 years, funding new hospital and healthcare facilities of the John C. Fremont Healthcare District which comply with current California seismic safety codes and the remodeling and repurposing of existing facilities of the John C. Fremont Healthcare District, and authorizing the County and/or Healthcare District to issue bonds or other long-term financing secured by the tax for these hospital and healthcare purposes, be adopted?"	**YES** **NO**

SECTION 4. Conduct of Election. The County Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding County elections.

SECTION 5. Pursuant to California Elections Code Section 9160, the Board of Supervisors hereby directs the County Clerk to transmit a copy of the Measure to the County Counsel and the County Auditor. The County Counsel shall prepare an impartial analysis of the

Attachment: JOHN C FREMONT HCD - Resolution of Mariposa County Board of Supervisors Calling Special June 7 2022 Election on Special

Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the Measure, and transmit such impartial analysis to the County Clerk not later than the deadline for submittal of primary arguments for or against the Measure.

The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the Board of Supervisors. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information portion of the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **"The above statement is an impartial analysis of Ordinance or Measure "P". If you desire a copy of the ordinance or measure, please call the Office of the County Clerk at (209) 966-2007 and a copy will be mailed at no cost to you. You may also access the full text of the measure on the County Web site at the following Web site address https://www.mariposacounty.org/363/Current-Election-Information."**

SECTION 6. Notice of the election is hereby given and the County Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. Placement on the Ballot. The full text of the Measure shall not be printed in the voter information guide, and a statement shall be printed in the ballot advising voters that they may obtain a copy of this Resolution and the Measure, at no cost, upon request made to the County Clerk.

SECTION 8. Public Examination. Pursuant to California Elections Code §9295, this Measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The County Clerk shall post notice in their office of the specific dates that the examination period will run.

SECTION 9. CEQA. For purposes of the California Environmental Quality Act (CEQA), this resolution only places a funding mechanism on the ballot for the designing, planning, new construction, remodeling, equipping and repurposing of Healthcare District facilities. Approval of any future development plans to construct, remodel or repurpose any specific Healthcare District facility will be conditioned upon the County's and/or Healthcare District's compliance with CEQA prior to such approval, and the County and/or Healthcare District reserve the right to mitigate or disapprove the construction, remodel or repurposing of any specific Healthcare District facilities to be funded by this tax. Therefore, this resolution's placement of a funding mechanism on the ballot does not qualify as a "project" subject to CEQA, and the adoption of this resolution does not constitute a "project approval" subject to CEQA. Appropriate CEQA analysis will be completed by the County and/or Healthcare District in the future, when specific Healthcare District facilities to be financed by this tax are identified and considered for approval.

SECTION 10. Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

Attachment: JOHN C FREMONT HCD - Resolution of Mariposa County Board of Supervisors Calling Special June 7 2022 Election on Special

SECTION 11. This Resolution shall become effective upon its adoption.

SECTION 12. The Clerk of the Board shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa this ____ day of February, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Rosemarie Smallcombe
Chair

ATTEST:

_____
René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: JOHN C FREMONT HCD - Resolution of Mariposa County Board of Supervisors Calling Special June 7 2022 Election on Special

Exhibit “A”
Transactions and Use Tax Ordinance

[attached behind this page]

Attachment: JOHN C FREMONT HCD - Resolution of Mariposa County Board of Supervisors Calling Special June 7 2022 Election on Special

Attachment: JOHN C FREMONT HCD - Ordinance by Mariposa County Proposing 1% Transactions and Use Tax to Voters - June 7 2022 Ballot-c1

AN ORDINANCE OF THE PEOPLE OF THE COUNTY OF MARIPOSA ADDING CHAPTER 3.34 TO TITLE 3 (REVENUE AND FINANCE) OF THE MARIPOSA COUNTY CODE TO ESTABLISH A ONE PERCENT (1%) SPECIAL TRANSACTIONS AND USE (SALES) TAX FOR FORTY (40) YEARS TO FUND THE BUILDING OF NEW HOSPITAL AND HEALTHCARE FACILITIES OF THE JOHN C. FREMONT HEALTHCARE DISTRICT, TO REMODEL AND REPURPOSE EXISTING HOSPITAL AND HEALTHCARE FACILITIES OF THE JOHN C. FREMONT HEALTHCARE DISTRICT AND AUTHORIZING THE ISSUANCE OF BONDS OR OTHER LONG-TERM FINANCING SECURED BY SAID TAX REVENUES FOR SUCH PURPOSES

WHEREAS, pursuant to California Revenue and Taxation Code Section 7285.5 the County of Mariposa ("County") is authorized to levy a special Transactions and Use Tax ("TUT") for specific purposes, subject to two-thirds (2/3) supermajority voter approval; and

WHEREAS, pursuant to California Government Code Section 55800, bonds may be issued that are secured by the revenues from a special TUT, provided a majority of County voters approve the issuance of bonds; and

WHEREAS, California Government Code Section 55800 provides that the special TUT and bond issues may be proposed as a single ballot proposition/measure; and

WHEREAS, although the special TUT statute and bonding statute purport to set different voter-approval requirements for passage, the more stringent rule must govern this ordinance, meaning that two-thirds (2/3) supermajority voter approval will be required for this ordinance to pass; and

WHEREAS, the People of the County desire to add Chapter 3.34 to Title 3 of the Mariposa County Code establishing a special Transactions and Use Tax ("TUT") on the sale and/or use of all tangible personal property sold at retail in the territory of the County, at a rate of one percent (1%), for a period of forty (40) years, and authorizing the issuance of bonds or other long-term financing to be secured by TUT revenues, in order to fund the building of new hospital and healthcare facilities for the John C. Fremont Healthcare District and the remodeling/repurposing of existing hospital and healthcare facilities of the John C. Fremont Healthcare District ("Healthcare District").

WHEREAS, this ordinance only establishes a funding mechanism for the designing, planning, new construction, remodeling and repurposing of Healthcare District facilities. Approval of any future development plans to construct, remodel or repurpose any specific Healthcare District facility will be conditioned upon the County's and/or Healthcare District's compliance with the California Environmental Quality Act ("CEQA") prior to such approval, and the County and/or Healthcare District reserve the right to mitigate or disapprove the construction, remodeling or repurposing of any specific Healthcare District facilities to be funded by this tax. Therefore, this ordinance does not qualify as a "project" subject to CEQA, and the adoption of this ordinance does not qualify as a "project approval" subject to CEQA. Appropriate CEQA analysis will be completed by the County and/or Healthcare District in the future, when specific Healthcare District facilities to be financed by this tax are identified and considered for approval.

Attachment: JOHN C FREMONT HCD - Ordinance by Mariposa County Proposing 1% Transactions and Use Tax to Voters - June 7 2022 Ballot-c1

THE PEOPLE OF THE COUNTY OF MARIPOSA ORDAIN AS FOLLOWS:

Chapter 3.34 is hereby added to Title 3 (Revenue and Finance) of the Mariposa County Code, to read as follows:

"3.34.010. TITLE.

This chapter shall be known as the "Mariposa County Healthcare 2022 Special Transactions and Use Tax." The County of Mariposa, hereinafter, shall be called "County". This chapter shall be applicable throughout the entire territory of the County.

3.34.020 APPROVAL BY COUNTY BOARD OF SUPERVISORS.

Pursuant to California Revenue and Taxation Code §7285.5, this chapter was duly approved for placement on the ballot by a minimum two-thirds (2/3) supermajority of all members of the County Board of Supervisors on _____, 2022.

3.34.030 OPERATIVE DATE.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this chapter, the date of such adoption being as set forth below.

3.34.040 PURPOSES.

This chapter is adopted to achieve the following purposes, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To adopt a retail transactions and use tax in the amount of one percent (1%) as provided herein, for the specific purpose of generating funds to be deposited into a dedicated account as specified herein, for the specific purpose of designing, constructing and equipping new hospital and other health care facilities to be operated by the Healthcare District, remodeling, modifying and repurposing the existing hospital and other facilities operated by the Healthcare District and for other related healthcare purposes of the Healthcare District, as more fully described in the Expenditure Plan contained in Section 3.34.130 of this chapter. This tax is intended to be in addition to any other transactions and use tax that may be in effect at the time of the effective date of this chapter.

B. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.5 of Part 1.7 of Division 2 which authorizes the County to adopt this tax which shall be operative if a two-thirds supermajority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

C. To adopt a retail transactions and use tax that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

D. To adopt a retail transactions and use tax that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee

Attachment: JOHN C FREMONT HCD - Ordinance by Mariposa County Proposing 1% Transactions and Use Tax to Voters - June 7 2022 Ballot-c1

Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

E. To adopt a retail transactions and use tax that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this chapter.

3.34.050 CONTRACT WITH STATE.

A. Prior to the Operative Date, the County shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax; provided, that if the County shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

B. Payment for the cost of contracting with the California Department of Tax and Fee Administration for administration of the tax shall be the responsibility of the County. If the election is successful, the County shall be reimbursed for any fee charged by the California Department of Tax and Fee Administration from transactions and use tax revenues.

3.34.060 TRANSACTIONS TAX RATE.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the territory of the County at the rate of one percent (1%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this chapter.

3.34.070 PLACE OF SALE.

For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his or her agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.34.080 USE TAX RATE.

An excise tax is hereby imposed on the storage, use or other consumption in the territory of the County of tangible personal property purchased from any retailer on and after the Operative Date of this chapter for storage, use or other consumption in said territory at the rate of one percent (1%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

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3.34.090 ADOPTION OF PROVISIONS OF STATE LAW.

Except as otherwise provided in this chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this chapter as though fully set forth herein.

3.34.100 LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Treasury, the California Department of Tax and Fee Administration, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this chapter.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the State under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the County/District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes

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of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.34.110 PERMIT NOT REQUIRED.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

3.34.120 EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his or her agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this chapter.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this chapter.

5. For the purposes of paragraphs (3) and (4) of this subsection, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or

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lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this chapter, the storage, use or other consumption in this County of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this chapter.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this chapter.

5. For the purposes of paragraphs (3) and (4) of this subsection, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in paragraph (7), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.

7. "A retailer engaged in business in the County/District" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

D. Any person subject to use tax under this chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable

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for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.34.130 LIMITATION ON USE OF SPECIAL TAX REVENUES; EXPENDITURE PLAN.

In conformance with Section 7285.5 of the Revenue and Taxation Code, the specific purposes/projects for which the revenues from the tax set forth in this chapter may be expended are as follows:

A. To fund the design, construction, equipping and all other capital expenditures associated with building of new hospital and other healthcare facilities in compliance with current California seismic safety codes to be operated by the Healthcare District.

B. To fund the remodeling, modification, repurposing and equipping of existing Healthcare District facilities including, but not limited to, the existing John C. Fremont Hospital building, Ewing Wing, main and satellite clinics, and administrative offices, to better satisfy the current and future healthcare needs of Mariposa County residents and visitors.

C. To pay for the costs of bond issuance or other long-term financing to fund the purposes set forth above, whether said bonding or debt financing is issued by the Healthcare District directly or by the County on behalf of the Healthcare District in connection therewith.

D. To pay for the County's and/or Healthcare District's administrative costs to impose and administer this special tax.

E. To pay for the County's and/or Healthcare District's administrative costs of review and oversight for projects and facilities funded by this special tax.

F. Proceeds of the special tax may not be used for any other purpose except as provided for herein.

3.34.140 ESTIMATED ANNUAL REVENUE FROM SPECIAL TAX, ACCOUNTABILITY AND TRANSPARENCY.

A. It is estimated that the special tax enacted by this chapter will generate $2,800,000 annually to fund the projects and purposes identified in the Expenditure Plan.

B. The County shall establish a dedicated "John C. Fremont Healthcare District Improvement Fund" account into which all retail transactions and use tax proceeds generated by this chapter shall be deposited. The account shall be maintained separate and apart from all other County accounts and funds. If the County directly expends transactions and use tax proceeds, including County bonding as authorized by Section 3.34.150 of this chapter, the proceeds shall only be used for the specific purposes identified in the Expenditure Plan in this chapter. By duly authorized and executed agreement between the County and the Healthcare District, the proceeds from this tax may be remitted from this County Fund to the Healthcare District, on those terms and conditions specified in the agreement and consistent with the terms of this chapter.

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C. If the County remits transactions and use tax proceeds to the Healthcare District pursuant to subsection (B), the Healthcare District shall establish a dedicated bank account wherein all proceeds from this tax remitted by the County shall be deposited. This account shall be maintained separate and apart from all other Healthcare District funds. Proceeds from this account shall only be used for the specific purposes identified in the Expenditure Plan in this chapter.

D. The Healthcare District Board of Directors shall also prepare or cause to be prepared a Quarterly Financial Report summarizing any expenditures pursuant to the Expenditure Plan, and the status of any projects or description of any programs or services funded from proceeds of the retail transactions and use tax. The report shall be a public document.

E. The Healthcare District Board of Directors shall also prepare or cause to be prepared an Annual Progress Report for the general public describing progress made toward implementation of the Expenditure Plan.

F. The Healthcare District Board of Directors shall establish an Oversight Committee consisting of the CEO of the John C. Fremont Hospital, two members of the Healthcare District Board of Directors and two community members who are not employed by or otherwise associated with the operation or governance of the John C. Fremont Hospital or Healthcare District. The Oversight Committee shall meet on a monthly basis to track and report on each month's expenditures to verify that they are in conformity with the specific purposes identified in the Expenditure Plan in this chapter.

G. Pursuant to California Government Code, Section 50075.3, the County Auditor, or designee, shall file a report with the County Board at least annually that contains both of the following:

1. The amount of funds collected from the special tax and expended; and

2. The status of any project required or authorized to be funded by the special tax.

The Healthcare District shall provide all reasonable information and assistance to the County as requested in order for the County to prepare the annual report. The County and/or Healthcare District shall be authorized to conduct or cause to be conducted an independent audit of expenditures of the special tax to ensure such expenditures are made in accordance with this chapter.

3.34.150 BONDING/LONG-TERM FINANCING AUTHORITY SECURED BY TRANSACTIONS AND USE TAX.

A. Pursuant to California Government Code Section 55800, this chapter hereby authorizes the County and/or Healthcare District to issue bonds or other forms of long-term financing from the proceeds of the tax to finance capital outlay expenditures as provided for in the Expenditure Plan as set forth in Section 3.34.130.

B. The maximum indebtedness which may be outstanding at any one time shall be an amount equal to the sum of the principal of, and interest on, the bonds or other form of long-term financing, but not to exceed the estimated proceeds of the tax, as outlined in this chapter. The

amount of bonds outstanding at any one time does not include the amount of bonds, refunding bonds, or bond anticipation notes for which funds necessary for the payment thereof have been set aside for that purpose in a trust or escrow account.

C. Bonds or other forms of long-term financing may be issued at any time by the County and/or Healthcare District and shall be payable from the proceeds of the tax. Bonds issued shall be referred to as "limited tax bonds." Bonds or other forms of long-term financing may be secured by a pledge of revenues from the proceeds of the tax, including income from the investment of those proceeds.

D. Limited tax bonds issued under this chapter may be used only for the following purposes:

1. To finance the capital outlay expenditures outlined in the Expenditure Plan in order to carry out the purposes of the retail transactions and use tax imposed by this chapter.

2. To pay costs incurred in the issuance of the limited tax bonds.

3. To fund a reserve fund for the limited tax bonds.

E. Issuance of limited tax bonds shall comply with the procedures of California Government Code Sections 55804 et. seq.

3.34.160 AMENDMENTS.

All amendments subsequent to the effective date of this chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this chapter, provided however, that no such amendment shall operate so as to affect the rate of the tax imposed by this chapter.

3.34.170 ENJOINING COLLECTION FORBIDDEN.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court of competent jurisdiction against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.34.180 SEVERABILITY.

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of this chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

3.34.190 EFFECTIVE DATE.

Pursuant to California Elections Code §§9122 and 9125, and Revenue and Taxation Code §7285.5, this chapter shall be deemed adopted and take effect only if approved by a two-thirds (2/3) supermajority of the eligible voters of the County of Mariposa at the County Primary Election

Attachment: JOHN C FREMONT HCD - Ordinance by Mariposa County Proposing 1% Transactions and Use Tax to Voters - June 7 2022 Ballot-c1

of June 7, 2022. It shall be deemed adopted upon the date the vote is declared by the County Board of Supervisors and shall take effect ten (10) days thereafter.

3.34.200 TERMINATION DATE.

The authority to levy the tax imposed by this chapter shall expire on the earlier of forty (40) years after the Operative Date of this chapter, or the date at which all costs for designing, constructing, remodeling, modifying, repurposing and equipping the facilities pursuant to the Expenditure Plan, including debt service and financing costs, are paid. Should the design, construction, remodeling, modification, repurposing and equipping of the facilities be abandoned by the Healthcare District, the special tax shall cease to be collected and all amounts deposited with the County and/or Healthcare District shall be disbursed to fund other healthcare improvements and services necessary for the County.

Attachment: JOHN C FREMONT HCD - Ordinance by Mariposa County Proposing 1% Transactions and Use Tax to Voters - June 7 2022 Ballot-c1

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-135

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Interim Clerk of the Board/Treasurer/Tax Collector

RE: Secretary of State VCA Outreach Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with the California Secretary of State in the Amount of $30,000 for the Outreach and Education Services as Part of the Voter's Choice Act Implementation Plan; and Authorize the County Clerk to Sign the Agreement.

The Secretary of State's (SOS) office has made available funding for outreach and education in connection with the Vote's Choice Act (VCA) implementation. The funds are being made available for mailings, advertisements, and other educational materials for both the Primary and General elections.

The effective date of this agreement is March 1, 2022 through May 1, 2023.

No Budget Action is required at this time as it will be included the upcoming mid-year adjustments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has previously approved this type of agreement from the Secretary of State's office.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative would limit the County's outreach or incur the costs as general fund expenses.

ATTACHMENTS:
Agreement 21S10104 (PDF)

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

REF ID# 12668

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21S10104	SOS-0890

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

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTOR NAME
Mariposa County

2. The term of this Agreement is:

START DATE
March 1, 2022 or upon approval, whichever is later

THROUGH END DATE
May 1, 2023

3. The maximum amount of this Agreement is:
$30,000.00; Thirty Thousand Dollars and Zero Cents

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

	Exhibits	Title	Page
	Exhibit A	Scope of Work	4 pages
	Exhibit B	Budget Detail and Payment Provisions	1 pages
	Exhibit C*	General Terms and Conditions	GTC 04/201
+ -	Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	1 pages
+ -	Exhibit E	Additional Provisions	2 pages
+ -	Exhibit F	County Resolution	page

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box	Mariposa	CA	9533

PRINTED NAME OF PERSON SIGNING	TITLE
Keith M. Williams	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: Agreement 21S10104 (RES-2022-135 : Secretary of State VCA Outreach Agreement)

DocuSign Envelope ID: 1892C20E-57A0-4422-858F-BDB68EB6785C

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21S10104	SOS-0890

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Secretary of State			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1500 11th Street	Sacramento	CA	9581
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol. 1, 4.04.A.2		

Attachment: Agreement 21S10104 (RES-2022-135 : Secretary of State VCA Outreach Agreement)

DocuSign Envelope ID: 1892C20E-57A0-4422-858F-BDB68EB6785C

Exhibit A

SCOPE OF WORK

The purpose of this Agreement is to provide the County of Mariposa with reimbursement of funds used to provide outreach and education services to voters as part of the Voter's Choice Act (VCA) implementation plan.

1) GENERAL USES

Any funds received shall be used by the County for reimbursement of expenses related to implementation of the VCA for any Primary and/or general Election(s) incurred after January 1, 2022, and prior to November 8, 2022, for one or more of the following purposes, except as otherwise provided below:

a. Advertisement, Printing, Translation, and Design of Education and Outreach Materials.
   i. Development, production, translation, and transcription into Braille, audio, or CD/DVD format, of materials to be printed or posted online to educate or inform voters concerning the VCA;
   ii. Development of translations into languages mandated by Elections Code Section 14201, and/or section 201 of the Federal Voting Rights Act;
   iii. Procurement of services to assist voters with language needs at vote centers and through the toll-free hotline;
   iv. Development of a website to educate voters on the VCA;
   v. Public advertising of information on the VCA, including advertising on social media, newspapers, television, and radio;
   vi. Mailers to disseminate information to registered voters on the VCA;
   vii. Printing of education materials such as flyers and posters;
   viii. Translation of advertisements, mailers and education materials related to the VCA;
   ix. Development of accessible advertisements, mailers and education and outreach materials related to the VCA;
   x. Contracting services for Voter's Choice Act related education and outreach activities when the following requirements are fulfilled:
      1. The service provider shall deliver itemized invoices to the county elections official that outline the cost of each item, and the date when each service was completed.
      2. Services provided by this vendor shall only be related to Voter's Choice Act education and outreach activities.

b. Educational workshops, EAP-related public hearings or to inform voters of the VCA voting methods and election locations, dates and times.

Attachment: Agreement 21S10104 (RES-2022-135 : Secretary of State VCA Outreach Agreement)

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i. Stipends to community-based organization staff to educate or inform voters concerning the VCA at an educational workshop.
ii. Translators for speakers of a language other than English to participate in the workshop;
iii. Translation services to translate election administration plans into the Section 203 and Election Code 14201 required languages.

c. Community input meetings with the Language Access Advisory Committee (LAAC), Voting Access Advisory Committee (VAAC) and other groups.
   i. Translators for speakers of a language other than English to participate in the meeting.

2) EXPENDITURE GUIDELINES

Claims for reimbursement by the county must be submitted no later than May 1, 2023.

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

a. Include a standard invoice sheet
b. Include the Agreement Number
c. Include the total amount of the claim
d. Contain a sheet that summarizes each expenditure
e. Include an invoice number
f. Include invoices and other supporting documentation that itemize activities performed for each reimbursement request
g. Include English and in-language digital samples or transcription of outreach materials, including but not limited to, radio, newspaper advertisements, social media advertisements, mailers, flyers and posters, workshop/event advertisements.
h. Include minutes or highlights with the date, time, and location of LAAC and VAAC meetings for each election

3) ITEMS NOT REIMBURSEABLE

The following is a partial list of items that are not reimbursable. This list is not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole determiner of whether an expenditure is reimbursable or not.

a. Catering, food, or beverages.
b. General purpose equipment, including but not limited to, office equipment and furnishings, modular furniture, and component parts that are not for the explicit use of facilitating electronic connections as defined and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system.

Attachment: Agreement 21S10104 (RES-2022-135 : Secretary of State VCA Outreach Agreement)

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c. Facility rental unless this is for the siting of vote centers.
d. General office supplies.
e. Gas (except travel reimbursements).
f. Parking fees (unless travel reimbursements).
g. Gifts, tags, pins, buttons, shirts, or other promotional items for poll workers.
h. Invitations.
i. The cost of purchasing any real property.
j. Light bulbs.
k. Staff salaries of County employees not conducting one of the activities allowable.

a) Catering, food, or beverages.
b) General purpose equipment, including but not limited to, office equipment and furnishings, modular furniture, and component parts that are not for the explicit use of facilitating electronic connections as defined and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system.
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e) Gas (except travel reimbursements).
f) Parking fees (unless travel reimbursements).
g) Gifts, tags, pins, buttons, shirts, or other promotional items for poll workers.
h) Invitations.
i) The cost of purchasing any real property.
j) Light bulbs.
k) Staff salaries of County employees not conducting one of the activities allowable.

4) CONTRACT BUDGET

The contract amount shall not exceed a total contract budget of $30000.00, with the budgeted amount of $15000.00 allocated for VCA counties holding a Primary election and a budgeted amount of $15000.00 allocated for the General Election. State funding can be used for outreach activities as allowed in Section 1) – General Uses above. Any allotted, but unused budgeted amount from a Primary election will be available for use in the General Election for activities by that county as allowed in Section 1) – General Uses above.

5) REPORT

The County agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that include: a narrative of the education and outreach activities hosted, performed, or commissioned by the County including dates, locations and activities performed. The Secretary of State's office will provide a template for counties to use for this report.

Report Acceptance: The Secretary of State's office shall be the sole judge of the acceptability of the education and outreach report produced by the County as a result of

Attachment: Agreement 21S10104 (RES-2022-135 : Secretary of State VCA Outreach Agreement)

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the Agreement. Should the report produced by the County fail to meet the minimum SOS conditions, requirements, applicable standards, specifications, or guidelines, the SOS shall notify the County within 10 business days after receipt of the deliverable by identifying the specific inadequacies and/or failures in the services performed or products produced by the County.

Reports shall be submitted to the Secretary of State within 90 days of both the Primary Election and General Election.

DOCUMENTS AND DELIVERY

Reports pursuant to Section 5 shall be provided in an accessible format compatible with the SOS standard applications (currently, Microsoft Office and Adobe). One (1) electronic copy is to be submitted to voterschoice@sos.ca.gov and aalbornoz@sos.ca.gov.

6) PROGRAM REPRESENTATIVE

The Secretary of State Program Representative for the contract during the term of Agreement will be:
Alicia Albornoz
aalbornoz@sos.ca.gov
916-594-8948

Attachment: Agreement 21S10104 (RES-2022-135 : Secretary of State VCA Outreach Agreement)

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Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

A. For services satisfactorily rendered and upon receipt and approval of the invoices submitted with supporting claim documentation, as needed, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the information specified herein.

B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Secretary of State
Attn: Accounts Payable
P O Box 944260
Sacramento, CA 94244-2600

Or

AccountsPayable@sos.ca.gov

2. Budget Contingency Clause

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

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

Attachment: Agreement 21S10104 (RES-2022-135 : Secretary of State VCA Outreach Agreement)

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Exhibit C

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC 04/2017) will be included in the agreement by reference to Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.

Attachment: Agreement 21S10104 (RES-2022-135 : Secretary of State VCA Outreach Agreement)

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Exhibit D

SPECIAL TERMS AND CONDITIONS

1. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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

Attachment: Agreement 21S10104 (RES-2022-135 : Secretary of State VCA Outreach Agreement)

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Exhibit E

ADDITIONAL PROVISIONS

1. Contract Amendment

The Secretary of State (SOS) reserves the right to amend the scope of work, increase the cost and/or extend the term of the agreement, based upon the SOS's need for completion.

2. Incompatible Activities

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

a. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

b. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

c. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

d. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other

Attachment: Agreement 21S10104 (RES-2022-135 : Secretary of State VCA Outreach Agreement)

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requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

e. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

f. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

g. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

h. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

i. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

j. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

k. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.

Attachment: Agreement 21S10104 (RES-2022-135 : Secretary of State VCA Outreach Agreement)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-136

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve an Agreement with Laboratory Corporation of American Holdings

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Laboratory Corporation of American Holding (Laboratory) for genetic parentage testing services for clients within the Child Welfare Services branch of Mariposa County Health and Human Services Agency (HHSA) Effective February 1, 2022; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Laboratory provides genetic parentage testing services for clients within the Child Welfare Services branch of Mariposa County Health and Human Services Agency (HHSA). Additional services and rates for those services are attached to the agreement as Exhibit "1". This agreement is for the period of February 1, 2022 through January 31, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with Laboratory.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement; have staff find another genetic parentage testing company, however, a negative action could result in unpaid invoices.

FINANCIAL IMPACT:
Funding is budgeted in the various affected funds.

ATTACHMENTS:
20220204_ Mariposa County HHSA_ Laboratory Services Agreement_edited(PDF)

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

REF ID# 12649

LABORATORY SERVICES AGREEMENT

AGREEMENT MADE, by and between County of Mariposa on behalf of its Health & Human Services Agency (hereinafter called "CLIENT") and Laboratory Corporation of America Holdings, (hereinafter called "LABORATORY").

WHEREAS, LABORATORY is engaged in the business of providing parentage testing services; and

WHEREAS, CLIENT desires to contract with LABORATORY to provide parentage testing services for CLIENT, and LABORATORY desires to provide the services described herein,

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM AND TERMINATION

This Agreement shall be in effect from February 1, 2022 through January 31, 2024 for an initial term of two (2) years with the option to renew on an annual basis. This Agreement may be terminated by either party at any time by giving the other party thirty (30) days prior written notice to the address set forth in Section 10.

2. TESTING SERVICES

LABORATORY agrees to perform such genetic parentage testing services for the CLIENT as are ordered by CLIENT during the term. Such services shall include genetic marker testing as described in Exhibit 1 (attached hereto), as the same may be modified from time to time by LABORATORY, and such additional services as the parties may agree.

3. ADDITIONAL SERVICES

A. SPECIMEN COLLECTION

LABORATORY will provide buccal swab specimen collections at locations and times agreed upon by both parties.

B. SUPPLIES

LABORATORY will provide, at no additional charge, all supplies necessary for the collection, preparation and preservation of all specimens to be submitted to the LABORATORY for testing.

C. CONSULTATION

LABORATORY staff shall be available to consult with CLIENT by telephone during normal LABORATORY working hours to discuss LABORATORY procedures and to explain test results.

4. FEES

LABORATORY agrees to charge, and CLIENT agrees to pay (to the extent responsible for payment), for all laboratory testing and other services provided under this Agreement, in the manner and in the amounts set forth in Exhibit 1 (attached hereto).

5. BILLING

LABORATORY will submit to CLIENT on or about the FIFTEENTH (15th) of each month an itemized statement of services rendered to CLIENT by LABORATORY for the prior month, and CLIENT agrees to remit payment to the LABORATORY upon receipt of said statement. Failure to remit payment within thirty (30) days of receipt of statement may result, among other remedies

Attachment: 20220204_ Mariposa County HHSA_ Laboratory Services Agreement_edited (RES-2022-136 : Approve an Agreement with

available to LABORATORY, in the loss or reduction of the CLIENT's special prices on future services or discontinuation of service. If, as a result of such non-payment, LABORATORY removes special prices, the terms and prices contained in LABORATORY's current Fee Schedule shall be incorporated by reference into this Agreement. LABORATORY may, at its option, reinstate special prices on business referred to LABORATORY after CLIENT brings its balances current. Nothing in the foregoing provision shall serve to waive any rights or remedies available to LABORATORY with respect to its providing of services to CLIENT.

6. ACCREDITATION OF TESTING SITES

Testing performed hereunder shall be performed at LABORATORY's parentage testing facility located in Burlington, North Carolina. The facility is and shall remain a duly licensed clinical laboratory under applicable federal, state and municipal law. Current accreditation's and licenses for the facility are available upon request.

7. PREVENTION OF FRAUD, WASTE AND ABUSE

The terms of this Agreement are intended to be in compliance with all applicable federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections. LABORATORY has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies or materials provided to LABORATORY are in accordance with the requirements of the applicable federal and state laws.

8. CHANGE IN LAW OR REGULATION

Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or any other legal requirements or subsequent modifications by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating LABORATORY for Services performed for CLIENT or for any other party under this Agreement, or would materially increase the cost of LABORATORY's performance hereunder, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities and/or to reflect applicable changes in compensation necessitated by such legal requirements.

9. NON-ASSIGNABILITY

This Agreement shall not be assigned, delegated, or transferred by either party without the written consent of the other party. A merger or corporate reorganization shall not be considered as assignment requiring written consent.

10. NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to LABORATORY at:

Laboratory Corporation of America Holdings
DNA Identification Testing Division
1440 York Court
Burlington, NC 27215
Attn: Contracts Department

Attachment: 20220204_ Mariposa County HHSA_ Laboratory Services Agreement_edited (RES-2022-136 : Approve an Agreement with

with a copy to:

Laboratory Corporation of America Holdings
531 South Spring Street
Burlington, NC 27215
Attn: Law Department

and to CLIENT at:

Mariposa County
Health & Human Services Agency
5362 Lemee Lane
Mariposa, CA 95338
ATTN: Dumile Wilson

11. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the CLIENT and LABORATORY other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employer or representative of the other.

12. FORCE MAJEURE

Neither LABORATORY nor CLIENT shall be liable for any failure or inability to perform their respective obligations under this Agreement due to any cause beyond the reasonable control of the non-performing party, including but not limited to acts of God, regulations or laws of any government or agency (including government or agency mandated restriction or redistribution of supplies and/or personal protective equipment ("PPE")), acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, pandemics (including supply, PPE and labor shortages caused therefrom or as a result thereof), quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control (collectively, a "Force Majeure Event"). If a party's non-performance under this section extends for fourteen (14) days or longer, the party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other party

13. WARRANTY

LABORATORY WARRANTS TO CLIENT THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED IDENTITY TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS. NO OTHER WARRANTIES ARE MADE BY LABORATORY. IN NO EVENT SHALL EITHER PARTY BE HELD RESPONSIBLE FOR PUNITIVE DAMAGES, OR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) INCURRED BY THE OTHER PARTY OR OF ANY THIRD PARTY.

14. BENEFIT

This Agreement is intended to inure only to the benefit of LABORATORY and CLIENT. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

Attachment: 20220204_ Mariposa County HHSA_ Laboratory Services Agreement_edited (RES-2022-136 : Approve an Agreement with

15. NONDISCRIMINATION

All services provided by LABORATORY hereunder shall be in compliance with all applicable Federal and State laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap or veteran status.

16. HEADINGS

The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

17. ENFORCEABILITY/SEVERANCE CLAUSE

The invalidity or unenforceability of any terms or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction.

18. INTEGRATION

This instrument is intended by the parties as a final expression of their agreement and as a complete statement of the terms thereof, and shall supersede all previous understandings and agreements. The parties shall not be bound by any representation, promise or inducement made by either party or agent of either party that is not set forth in this Agreement. If the terms or conditions contained in any exhibit or attachment to this Agreement or any document incorporated by reference is in conflict with the terms and conditions set forth in the body of the Agreement, the terms and conditions in the Agreement shall control.

19. WAIVER

No course or dealing between CLIENT and LABORATORY or any delay on the part of LABORATORY in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of LABORATORY hereunder, and no express waiver shall affect any condition, covenant, rule or regulations other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

20. ACCESS TO BOOKS AND RECORDS

If LABORATORY should be deemed a subcontractor subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), LABORATORY shall until expiration of four (4) years make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of LABORATORY that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of $10,000.00 or more over a twelve (12) month period. With a third party, such subcontractor shall contain a clause to the effect that, should the third party be deemed a related organization, until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the third party shall make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

21. EFFECTIVE DATE

This Agreement shall not be effective until it is signed by an authorized representative of LABORATORY and an Acceptance Date is assigned by the DNA Identification Testing Division, Contracts Department.

Attachment: 20220204_ Mariposa County HHSA_ Laboratory Services Agreement_edited (RES-2022-136 : Approve an Agreement with

22. MODIFICATION

This Agreement may not be modified except in writing signed by authorized representatives of both parties. All modifications must also be accepted in writing by LABORATORY's DNA Identification Testing Division, Contracts Department Any purchase order or other document issued by the CLIENT with respect to the subject matter of this Agreement shall be subject to and governed by the terms and conditions hereof, and the terms and conditions of this Agreement shall supersede any conflicting, different or additional terms and conditions of such purchase order or other document whether or not they would materially alter this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Mariposa County Health & Human Services Agency

By: _____

Name: __Rosemarie Smallcombe_____

Title: __Chair, Board of Supervisors_____

Date: _____

Laboratory Corporation of America Holdings

By: _____

Name: George C. Maha

Title: Associate Vice President

Division: DNA Identification Testing Division

Date: _____

Attachment: 20220204_ Mariposa County HHSA_ Laboratory Services Agreement_edited (RES-2022-136 : Approve an Agreement with

EXHIBIT 1
SPECIFICATIONS OF WORK TO BE PERFORMED

SERVICES: LABORATORY will provide genetic parentage testing services for CLIENT. LABORATORY will provide specimen collection services at a mutually agreed upon location(s). All specimens for genetic parentage testing will be handled by standard chain-of-custody procedures. All supplies required for specimen collection, party identification, specimen packaging and transportation will be provided by LABORATORY.

GENETIC MARKER TESTING: LABORATORY has an extensive array of genetic marker tests from which to construct test batteries that will provide at least:

LabCorp's testing provides an average cumulative power of exclusion of greater than 99.9999%. LabCorp's median combined paternity index for non-excluded men is currently greater than one billion to one (1,000,000,000 to 1) (equivalent to a probability of paternity of 99.999999%). If appropriate, LabCorp has the ability to test additional genetic systems. If an individual is excluded, the results will typically reflect inconsistencies in at least four (4) independent test systems

REPORTING OF RESULTS: Upon completion of the test battery ordered, an evaluation of the test results will be performed by a Director. The case will be finalized and a final report issued if (1) the alleged father is excluded from paternity in at least two independent genetic marker systems, or (2) the alleged father is not excluded from paternity and the probability of paternity is equal to or greater than 99.5%. If neither of these conditions is realized, additional testing will be performed until one of these conditions is met. There will be no additional charge for such extended testing. Original reports of test results and evaluation will be mailed to the account, which ordered the testing. Copies of the report will be mailed to those entities designated by the initiating account. In addition, the original Client Authorization/Chain of Custody Form with attached photographs will accompany the original report.

EXPERT WITNESS: LABORATORY will, at the request of CLIENT, provide testimonial and witness services with respect to specimens tested under the Agreement. LABORATORY shall receive a two-week notice by the CLIENT for scheduling an expert to appear.

FEES: Genetic Parentage Testing Services

Test Name	Fee
Standard Testing	
Genetic Parentage Test	$50.00 per person

* Total amount of this agreement shall not exceed Ten Thousand Dollars.

Attachment: 20220204_ Mariposa County HHSA_ Laboratory Services Agreement_edited (RES-2022-136 : Approve an Agreement with

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-137

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Approve New Classification Supervising Probation Officer

RECOMMENDATION AND JUSTIFICATION:
Approve the New Classification and Job Description of Supervising Probation Officer Effective Immediately; Set the Monthly Salary at $9,211-$10,664; and Assign the Supervising Probation Officer Classification to the Mariposa County Sheriffs' Management Association Bargaining Unit; and Allocate the Position to Probation Budget 432.

The Probation Department currently has no job classification for a first line supervisor. In its current configuration the Assistant Chief Probation Officer is the only classification who has first line supervisor responsibilities including documenting training, doing annual performance reviews, and investigating performance deficiencies that can lead to formal disciplinary actions.

In 2004 when this chain of command was created there were fewer employees in the Probation Department. The Assistant Chief position was able to perform many first line supervisor responsibilities as well as the planning and operational decision making required in the role of manager. Since 2004 numerous changes in State law has added duties and responsibilities as well as funding for the hiring of probation officers to perform those duties. This has resulted in the Assistant Chief having 13 full time probation and 2 part time officers who are direct reports.

By adding a Supervising Officer the department gets a first line supervisor. The Supervising Probation Officer position is the most critical position to a well performing organization. They ensure employees are well trained and are providing quality services.

For the department to continue to provide a high level of training and supervision of its peace officers it is recommended that a new classification be added with a job description that details primary and direct supervisory responsibilities over the deputy probation officer and probation technician classifications. In the absence of the Chief and Assistant Chief, the Supervising Probation Officer would be the next in the chain command.

This position will improve our ability to plan and implement probation program strategies while also enhancing supervision of officers while they are in the community. Other improvements are expected in providing training and

documentation of officer performance. This is especially critical when employee disciplinary actions arise.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The BOS approved the current probation department chain of command in a 2004 when budget cuts necessitated the deletion of one (1) supervisor position. That action deleted two (2) deputy chief probation officer allocations that provided direct supervision to line officers and created one (1) Assistant Chief Probation Officer allocation.

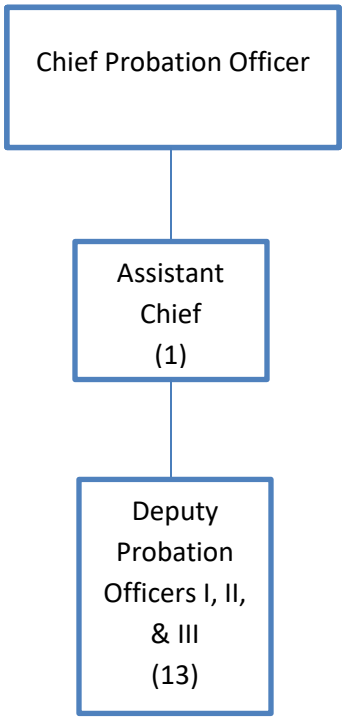
ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving the job description and allocation would result in less than optimum monitoring of deputy probation officers and probation programs.

FINANCIAL IMPACT:
There is no impact to the general fund as suffcient funding is available in Probation Budget 432.

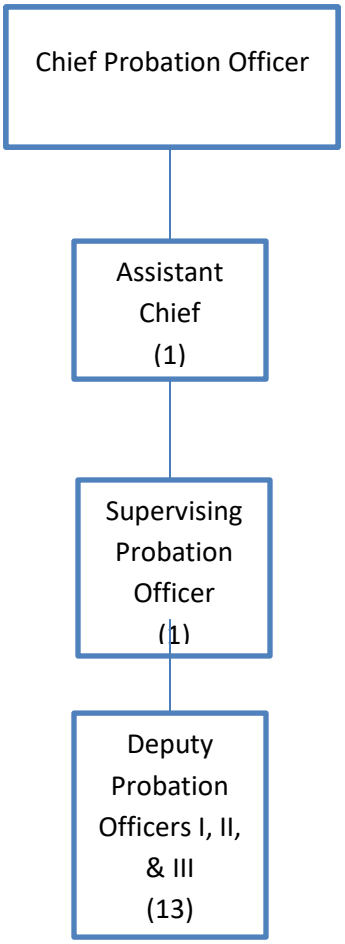
ATTACHMENTS:
Org chart probation (DOCX)
Supervising Probation Officer - (DOCX)

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

Currently



Proposed



Attachment: Org chart probation (RES-2022-137 : Approve New Classification Supervising Probation Officer)

County of Mariposa

SUPERVISING PROBATION OFFICER

DEFINITION

To supervise the day-to-day operations and activities of deputy probation officers involved with juvenile and/or adult investigations, supervision, and pre-trials, and to supervise and participate in probation operations as required. Employees in this classification train, schedule, supervise and formally evaluate the work of assigned personnel, and receive limited supervision within a framework of standard policies and procedures. This job class functions at a first-line supervisory level and exercises responsibility for supervising and participating in all aspects of probation operations, and performs related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Assistant Chief Probation Officer and the Chief Probation Officer.

Exercises direction over professional, technical, and clerical staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Plan, organize, assign, and approve work of probation staff.

Supervise, train, and evaluate subordinate staff in the performance of their assigned duties.

Ensure staff compliance with County and department policies and procedures.

Investigate internal and external complaints against staff in accordance with departmental policies and procedures and applicable legal standards.

Represent the department at public events and multi-agency collaborations.

Testify and present departmental recommendations for sentencing in court.

Review unusual and or difficult cases with Probation Officers.

Conduct case file audits of probation officers' files to ensure compliance with department standards.

Lead or assist in special departmental programs or projects.

Maintain confidential information is accordance with legal standards and/or County regulations.

Maintain computerized automated records.

Conduct background investigations on department job applicants as directed.

EMPLOYMENTSTANDARDS

Knowledge of:

Pertinent federal, state and local laws, regulations, codes and ordinances.

County and departmental policies and procedures.

Attachment: Supervising Probation Officer - (RES-2022-137 : Approve New Classification Supervising Probation Officer)

Principles of applied psychology and human behavior and their relationship to the causes, extentand control of crime and delinquency.

Techniques for providing a high level of customer service by effectively dealing with the public.

Types and services of public and private assistance / support agencies available to probationers.

Principles and practices of law enforcement.

Judicial / court processes and procedures.

Principles of staff training and leadership.

Report and business letter preparation techniques.

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

English usage, spelling, grammar, and punctuation.

Basic arithmetic.

Safe work practices.

Ability to:

Understand and apply practices of employee supervision, including work planning, assignment and evaluation, discipline, and the training of staff.

Interpret and apply pertinent federal, state and local laws, rules, regulations, codes and ordinances, and County/ department policies and procedures.

Understand and follow complex written and oral instructions.

Exercise sound, independent judgment with minimal supervision.

Exercise skilled judgment in the assessment and treatment of probationers.

Provide effective case management.

Analyze written and verbal reports, draw appropriate conclusions, and develop recommendations and action plans.

React quickly and calmly in emergency situations.

Attachment: Supervising Probation Officer - (RES-2022-137 : Approve New Classification Supervising Probation Officer)

Prepare clear and concise reports; maintain detailed records.

Perform mathematical computations with accuracy.

Make effective public presentations.

Gain cooperation through discussion and persuasion. Communicate

clearly and concisely, both orally and in writing.

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

Work collaboratively with probation partners.

Meet the physical requirements necessary to safely and effectively perform assigned duties.

TYPICAL WORKING CONDITIONS

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

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at a desk and intermittently walk, stand, stoop, kneel, crouch, climb, run, balance and reach while performing office and field duties; operate a motor vehicle; lift and/or move weights of up to 25 pounds frequently and over 40 pounds occasionally; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and police-issue equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, and to see and read characters on a computer screen. Requires the strength and stamina to perform law enforcement duties, including handling firearms and making arrests.

MINIMUM QUALIFICATIONS

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Five (5) years of increasingly responsible experience as a probation officer of which one (1) year must have been at the Deputy Probation Officer III level or higher.

Attachment: Supervising Probation Officer - (RES-2022-137 : Approve New Classification Supervising Probation Officer)

Education:
High school or GED equivalency is required. Graduation from an accredited college or university with a Bachelor's degree in sociology, criminology, corrections, social services, psychology or closely related field.

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

Possession of a certificate of completion for 200 hours of Basic Probation Officers coursework.

Completion of or the ability to complete Supervisor Core training as required by Standards in Training for Corrections (S.T.C.).

PC 832 Arrest, Search, and Seizure training.

Firearms Training required if armed.

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

Creation Date: 02/22 (B/S Res. 22-)

Attachment: Supervising Probation Officer - (RES-2022-137 : Approve New Classification Supervising Probation Officer)

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-138

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Youth Program and Facilities Grant (YPFG)

RECOMMENDATION AND JUSTIFICATION:
Authorize the Chief Probation Officer to Submittal of Youth Programs and Facilities Grant (YPFG) Application; Authorize the Board of Supervisor Chair to Sign the Grant Agreement for $106,968 and any Supporting Documents Necessary to Secure this Grant Award (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue in Probation Budget ($106,968).

SB823 shifts serious youthful offenders rehabilitation services from the State to County Probation Departments. Recognizing many county programs and facilities were not designed for this long term population, grant funding to upgrade facilities and equipment has been made available to local jurisdictions.

The State has awarded funding to Mariposa County in the amount of $106,968 to purchase a vehicle to be used to transport youthful offenders to contract facilities around the State, and to upgrade the Mariposa County Special Purpose Juvenile Detention Facility security cameras and equipment. Total grant award for Mariposa County in the amount of $106,968 has been approved by the Board of State and Community Corrections (BSCC).

This is a reimbursement grant and no matching funds are necessary.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mariposa County has received several grants to support youthful offender programs and services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The security cameras and associated equipment would not be replaced/upgraded and alternative funding will be needed for a transportation vehicle.

FINANCIAL IMPACT:
There is no impact to the budget as no matching funds are required.

ATTACHMENTS:
SB-823-RFA-Final (2) (DOCX)
Budget action (PDF)

REF ID# 12537

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

BSCC CALIFORNIA

Youth Programs and Facilities Grant Program

APPLICATION PACKAGE

Eligible Applicants: California Counties

RFA Released: April 9, 2021

RFA Due: May 12, 2021

Grant Period: June 10, 2021 to June 1, 2024

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

STATE OF CALIFORNIA
BOARD OF STATE AND COMMUNITY CORRECTIONS
2590 VENTURE OAKS WAY, STE 200 ♦ SACRAMENTO CA 95833 ♦ WWW.BSCC.CA.GOV

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Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

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Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Youth Programs and Facilities Grant Program

Background

On September 30, 2020, Governor Newsom signed Senate Bill 823 (Chapter 337, Statutes of 2020), which began the closure of the state's Division of Juvenile Justice, realigning those state functions to county governments. Under SB 823, DJJ intake will close for most youth on July 1, 2021, and counties then become fully responsible for housing, programming, and treatment of youth at higher offense and needs levels who can no longer be committed to DJJ.

As part of SB 823, $9.6 million was set aside for the Board of State and Community Corrections to "award one-time grants, to counties for the purpose of providing resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care." (Welf. & Inst. Code, § 2250, subd. (a).)

Request for Application Development

The Board of State and Community Corrections (BSCC) issued a Request for Information (RFI) on December 18, 2020 to inform the Board's decision making and identifying potential counties to receive a one-time grant as part of the Youth Programs and Facilities Grant (YPFG) Program under SB 823, for the purposes of providing resources for infrastructure related needs and improvements to assist them in the development of a local continuum of care for justice system-involved youth.

The survey requested information about the county's intent to house these youth after June 30, 2021, specific programming that may be developed/offered for the population, whether youth from other counties will be housed, anticipated number of these youth to be housed, and infrastructure needs to house these youth. Counties were asked to respond to the RFI by January 15, 2021. Fifty-seven of the 58 Counties in California responded to the survey. For the youth population that can no longer be committed to DJJ, a majority of responding counties indicated they lack capacity to serve youth in one or more of the following high-needs categories and that they intend to refer these youth to other counties for appropriate treatment and placement: 1. Females, 2. Sex Offenders, and 3. Seriously Mentally Ill youth.

On February 11, 2021, the BSCC Board approved a request for the development of a Request for Application (RFA). This RFA will allocate grant resources to support the infrastructure needs of counties, including counties that can provide facility and treatment space for referrals from other counties that lack this local, specialized capacity.

Between February 19 and March 22, 2021, the BSCC solicited and received written public comment on the grant program and on the further development of the RFA. In addition, on March 22, 2021, the BSCC convened a statewide virtual Stakeholder Input Session for live public comment on the grant process and the RFA. Public comments

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

have been reviewed and incorporated by the YPFG working group into this final Request for Applications.

Purpose of the YPFG Program
The purpose of the YPFG Program is to award one-time funding to counties solely for infrastructure needs to facilitate youth programming that maintains trauma-informed, culturally relevant and gender appropriate services to youth in the care of counties.

Infrastructure and improvement needs are defined below. Further information about eligible costs are available in the Budget Considerations section (page 9).

- Site preparation, fixed equipment and fixed furnishings, installation of fixed equipment and fixed furnishings necessary for the operation of the facility or program.
- Moveable equipment, and moveable furnishings necessary for the activation and operation of the facility or program.
- Additional infrastructure-related needs and improvements to assist counties in the development of a local continuum of care including but are not limited to supplies; transportation acquisitions; and training material acquisition.

While the intent of this grant is to address infrastructure needs, other DJJ Realignment funding will be provided to counties after July 1, 2021, to establish evidence-based and best practice programming for all youth that aligns with individual case plan development, the establishment of relevant goals and needs, treatment, and transition planning for successful re-entry to the community. Facility providers, community-based organizations and families will work together with agency personnel to integrate services in and out of custody to provide a continuum of care.

Consideration of SB 823 Intent
In completing this application, Applicants should acknowledge and demonstrate their commitment to supporting the intent of SB 823 such that the infrastructure needs that are identified and funded support the following:

- Justice system involved youth remain closer to their families and communities and they receive age-appropriate treatment.
- Youth needs are met by providing and implementing public health approaches to support positive youth development and building the capacity of a continuum of community-based approaches.
- The use of evidence-based and promising practices and programs that improve the outcomes of youth and public safety.
- Further the development of a local “continuum of care”.
- Reduce the transfer of youth into the adult criminal justice system.
- Ensure that dispositions are in the least restrictive appropriate environment.
- Reduce and then eliminate racial and ethnic disparities.
- Reduce the use of confinement in the juvenile justice system by utilizing community-based responses and interventions.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

The terms “trauma-informed approaches”, “trauma-informed care”, and “culturally responsive” are used in SB 823 and are defined in section 1302 of Title 15 of the California Code of Regulations (CCR). These definitions are:

- **Trauma-informed approaches** are policies, practices and procedures that ensure that all parties involved recognize and respond appropriately to the impact of traumatic stress and ensure the physical and psychological safety of all youth, family members, and staff.
- **Trauma-informed care** means an organizational structure and system framework that involves understanding, recognizing, and responding to traumatic stress reactions and the effects of all types of trauma. Trauma-informed care also emphasizes raising awareness and providing resources about trauma and the impact of trauma on youth, family members and staff.
- **Culturally responsive** means considering the diverse population of a facility with regard to race, language, ethnicity, sexual orientation, gender, gender expression, immigration status and values.

Programming in County Facilities Subject to State Minimum Standards

Applicants planning to use YPFG funds for infrastructure or improvements to local facilities covered by Title 15 of the CCR, including juvenile halls and probation camps, must ensure that funded projects observe the programming requirements that are included in the facility standards. Required opportunities for programs, recreation, and exercise in juvenile facilities are specified in Section 1371 of Title 15 of the CCR. Programming is to include, but not be limited to, trauma focused, cognitive, evidence-based, best practice interventions that are culturally relevant and linguistically appropriate, or pro-social interventions and activities designed to reduce recidivism. These programs should be based on the youth's individual needs as required by Sections 1355 and 1356. Such programs may be provided under the direction of the Chief Probation Officer or the County Office of Education and can be administered by county partners such as mental health agencies, community-based organizations, faith-based organizations, or probation staff.

Evidence-based Practices

The BSCC is committed to supporting programs, practices, and strategies that are rooted in documented evidence showing they reduce youth risk factors and rates of recidivism while also considering participant characteristics, situations, and preferences. Applicants for Part A regional projects are asked to describe evidence-based or research-based approaches in program descriptions for their projects. Applicants may find it helpful to review the information on evidence-based treatment practices in Appendix A of this RFP as well as in the Substance Abuse and Mental Health Services Administration’s (SAMHSA) Guide to Evidence-Based Practices available at: www.samhsa.gov/ebpwebguide.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Funding Information

Of the $9.12 million available (after BSCC administrative cost), funding is available for two project types:

- Regional Hubs (Part A)
- All County Distribution – All Counties (Part B)

Counties may submit an application for funding in both categories, but must submit a separate application for each part, Part A and Part B. Counties wishing to receive funding in only one category may submit only one application and must note which "Part" is being applied for.

Regional Hubs (Part A)

A total of $5 million is available to fund up to five projects (up to $1 million each) to develop regional hubs to serve youth referred by other counties in the three high-needs areas: (1) females, (2) youthful sex offenders, and (3) seriously mentally ill youth. Funding will be prioritized so that each of the three high-needs areas is funded. This funding priority will be implemented as follows:

1. Applicants will identify the high-need area their project will address on the Applicant Information Form. Applicants may submit only one Part A application and can apply to serve only one high-need area.
2. Applications for Part A will be scored and must receive at least 50% of the total points available to be considered for funding (see Application Scoring Process – Part A Applicants Only on page 12).
3. It is the intent to fund at least one application in each of the high-needs areas. This means that an application for a particular high-needs area may be funded even if the application scores lower than other applications that fund different high-needs areas.

If there are not sufficient qualified applicants in Part A, Regional Hubs, to exhaust all funds, those funds will be used to augment the Part B, All County Distribution.

All County Distribution (Part B)

A minimum of $4.12 million will be allocated pro rata (by formula) to all counties based on county juvenile population (age 12 – 17) to support infrastructure and improvements for local programs and facilities for their in-county population of realigned youth. These Part B funds must be spent on infrastructure or improvements to programs, services, or facilities serving youth who are realigned to counties as a result of the closure of the Division of Juvenile Justice.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

To ensure that large, medium, and small counties all have the opportunity to share in the available funding, the $4.12 million has been distributed based on county juvenile population category (see Appendix F, County Juvenile Population Index). The county juvenile population categories are based on each county's share of the statewide population of youth age 12 through 17. In the table below, the maximum dollar amount that can be requested by a county is listed as the Funding Amount Per County, according to the category in which that county falls:

	Small Counties	Medium Counties	Large Counties
Juvenile Population Threshold	Population < 25,000	Population 25,001-95,000	Population 95,001+
Total Number of Counties	35	15	8
Total Amount to Category	$1,648,010	$1,236,000	$1,236,000
Total Percent to Category	40%	30%	30%
Funding Amount Per County Applicant	**$47,086**	**$82,400**	**$154,500**

The table above reflects a total allocation of $4.12 million. It is possible that funds available for Part B may be augmented. This may occur in two ways:

1. Funds available in Part A are not exhausted. The amount remaining from Part A will be used to increase the amount available for Part B accordingly. The new total amount available will be distributed as outlined in the table above (40% to small counties, 30% to medium counties, and 30% to large counties).

2. One or more counties do not apply for Part B funds. Any individual county share that is not applied for will be distributed as outlined in the table above (40% to small counties, 30% to medium counties, and 30% to large counties).

If one or both of the two scenarios above occur, counties that applied will be notified, provided with the total amount of increased funding available, and will be permitted to adjust their project accordingly through a budget modification process.

Eligible Applicants

Only California's 58 counties are eligible to apply.

All YPFG county applicants and grantees are required to designate a Lead Public Agency to serve as the coordinator for the administration of the YPFG. The Applicant County should designate a department, agency, or office under its jurisdiction to serve as the Lead Public Agency. The Lead Public Agency is responsible for the management of the grant and reporting requirements. The application must be signed by either the chief executive officer of the county or the duly designated head of the Lead Public Agency.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Part B Deferred Spending Approval Process

For Part B funding, counties that have not yet finalized how these funds will be spent may apply based on available information, describing the infrastructure and improvements for the realignment population that are contemplated including a timeline for submitting a modified application with more complete information no later than six months from the award date. The county should submit a place holder budget requesting the full amount available depending on the county size designation.

Contact Information

This Request for Application (RFA) provides the information necessary to prepare an application to the BSCC for grant funds available through the YPFG program.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the application. Any technical questions concerning the RFA, the application process, or program issues must be submitted to by email to: SB823Grant@bscc.ca.gov.

The BSCC will accept and respond to questions about the RFA **until April 30, 2021**. Frequently asked questions and answers (FAQs) concerning this RFA will be posted on the BSCC website and posted periodically through April 30, 2021.

Application Due Date and Submission Instructions

The YPFG Program Application Package for Part A and Part B is provided at the end of this document. Applicants must submit (1) electronic copy of the original signed application for each part they are applying for (i.e., one for Part A and one for Part B if applying for both parts) to the BSCC **by 11:59 p.m. on Wednesday, May 12, 2021.**

Applicants must ensure the proposal package is signed with a digital signature **OR** a wet blue ink signature that is then scanned with the completed application package.

A complete application package includes a scanned copy of the signed application and all required attachments as described in the Application Checklist (page 16 for Part A and page 26 for Part B).

Email the application package in a single email to: SB823Grant@bscc.ca.gov.

The deadline for submitting the application package by email is:

11:59 p.m. (PDT) on May 12, 2021

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

General Grant Requirements

The grant period will begin on June 10, 2021 and end on June 1, 2024.

Grant Agreement

Applicants approved for funding by the BSCC Board are required to enter into a grant agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See Appendix B for a sample grant agreement (State of California: Contract and General Terms and Conditions). The terms and conditions of the grant agreement may change before execution.

The grant agreement start date is expected to be June 10, 2021. Grant agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances cannot begin prior to the grant agreement start date. Work, services, and encumbrances that occur after the start date, but prior to grant agreement execution, may not be reimbursed. Grantees are responsible for maintaining their grant agreement, all invoices, records, and relevant documentation for at least three years after the final payment under the contract.

Supplanting

BSCC grant funds shall be used to support new program activities or to augment existing funds that expand current program activities. BSCC grant funds shall not be used to replace existing funds. Supplanting is strictly prohibited for all BSCC grants. When using outside funds as match, applicants must be careful not to supplant. Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

Payment of State Grant Funds – Part A Regional Hub

Payment will be made to counties in arrears (reimbursement) based on invoices (which may include progress reports) submitted to the BSCC on a monthly, every other month or quarterly basis. Counties will pay first and then submit reimbursement requests to the BSCC. Invoices are processed by the BSCC upon receipt, and then forwarded to the appropriate state agencies for payment. The typical turn-around time for payment to counties after submittal of an invoice is approximately 30-60 days. Counties should plan for needed cash flow to support the project on a monthly, every other month or quarterly reimbursement basis.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Payment of State Grant Funds – Part B All County Distribution

Grantees shall be paid in one lump sum. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated on the Applicant Information Form as the Financial Officer for the grant. Grantees must submit quarterly invoices to document how the money was spent to the BSCC through an online process no later than 45 days following the end of the invoicing period. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process which requires grantees to submit electronic documentation to support all grant funds claimed during the invoicing period and on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

Compliance Monitoring Visits

The BSCC staff will monitor each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a sample Monitoring Visit Checklist Tool is provided in Appendix C.

Report Requirements

By July 1, 2024, each grantee that receives a grant from the Youth Programs and Facilities Grant Program shall submit a detailed report to the BSCC with the following information:

- An accounting of expenditures.
- A description of the physical and system enhancements made.
- How many regional placement beds were supported with the funding (Part A grantees only).
- What proportion of the regional placement beds were contracted to other counties and which counties (Part A grantees only).

More detailed instructions on the report process will be made available to grantees.

Grantee Orientation Process

Following the start of the grant period, BSCC staff will conduct a virtual Grantee Orientation (at a date to be determined later). The purpose of this mandatory training is to review the grant requirements, invoicing and modification processes, reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Debarment, Fraud, Theft or Embezzlement

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

1. debarred by any federal, state, or local government entities during the period of debarment; or

2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

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

The BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation. All applicants must complete Appendix D certifying that they are in compliance with the BSCC's policies on debarment, fraud, theft and embezzlement.

Budget Considerations

Eligible Costs for State Reimbursement for Part A and Part B Grants

State Grant Funds can be used for design, construction, and infrastructure or improvement activities that occur after the Grant Agreement had been signed by both the County and the BSCC. All construction, including renovation, proposed to be completed within this program must meet all of the requirements as identified in this RFA and must enable facilities to: maintain compliance with safety and security considerations in facility operational standards as contained in Title 15 of the California Code of Regulations; fire and life safety standards and physical plant requirements contained in Title 24 commencing with Section 1231 of the California Code of Regulations. If for any reason the proposed project is claimed to be exempt from any state or local laws, regulations, ordinances, standards, or requirements, counties must provide the BSCC with a statement citing the appropriate exemption.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Project costs eligible for this state financing are:

1. Costs for the design and construction of the BSCC-approved YPFG project, incurred after the execution of the grant agreement, including site preparation, fixed equipment and fixed furnishings, installation of fixed equipment and fixed furnishings necessary for the operation of the facility or program.

2. Moveable equipment, and moveable furnishings necessary for the activation and operation of the facility or program.

3. Additional infrastructure-related needs and improvements to assist counties in the development of a local continuum of care including but are not limited to supplies; transportation acquisitions; and training material acquisition.

A maximum of 25 percent of proposed project expenditures may be allocated for one-time personnel costs that are necessary to plan, develop or manage the proposed improvement or infrastructure program or project. This 25 percent allowance may include payments to public or private agency personnel or consultants for planning, development or management of the project but shall not be construed to limit or disallow personnel or contract costs incurred for the design, purchase, installation, construction, renovation or other direct implementation of project improvements or infrastructure.

Costs attributed to the items above must be identified in the application.

Ineligible Costs

Project items or costs not eligible for state grant funding shall include but are not limited to, the following:

1. Temporary holding or court holding facilities.

2. Purchase, lease, or rent of land; excavation of burial sites; public art; off-site costs including access roads, power generation and utilities development; bonus payments; and debt service or interest payments on indebtedness.

Funds from the YPFG Program shall not be used by counties to enter into contracts with private entities whose primary business is the custodial confinement of adults or youth in a prison or prison-like setting. (Welf. & Inst. Code, § 2250, subd. (d).)

Overview of the RFA Process

Confirmation of Receipt of Application

Upon submission of an application, applicants will receive a confirmation email from the BSCC stating the application has been received. The email will be sent to the individual who signed the application and the person listed as the Project Director.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Disqualification

The following will result in disqualification:

- The original hard copy or electronic version of the application are not received by 11:59 p.m. on May 12, 2021.
- The applicant is not one of the following: (1) a county government agency, which includes individual agencies or departments within a County.

"Disqualification" means the application will not be considered for YPFG funding.

Technical Compliance Review

It is the BSCC's intent to avoid having otherwise worthy applications eliminated from consideration due to relatively minor and easily corrected errors or omissions. Therefore, during the week immediately following the proposal due date, BSCC staff will conduct a Technical Compliance Review - a review to determine whether an application is in compliance with all technical requirements. Applicants will have a limited opportunity to respond to deficiencies identified during the technical review process by making nonsubstantive changes that bring the proposal into technical compliance.

Unless disqualified, Part A applications will advance to the Application Rating Process.

Unless disqualified, Part B applicants will be notified of the funding recommendations. It is anticipated the BSCC Board will act on the recommendations at its meeting on June 10, 2021. Applicants are not to contact members of the Scoring Panel nor the BSCC Board to discuss applications.

Summary of Key Dates

The following table shows an estimated timeline of key dates related to the YPFG Program.

Activity	Date
Release Request for Applications	April 9, 2021
Final Frequently Asked Questions Posted	April 30, 2021
Applications Due to the BSCC	May 12, 2021
Application Rating Process and Development of Funding Recommendations	May 2021
BSCC Board Considers Funding Recommendations	June 10, 2021
Notice to Grantees	June 10, 2021
New Grant Begins	June 10, 2021

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Application Scoring Process – Part A Applications Only

The BSCC will be using a Scoring Panel process to complete the reading and rating of Part A applications, and to develop scoring recommendations for the BSCC Board.

The YPFG Program Scoring Panel members will read and rate each Part A application in accordance with the prescribed rating factors listed in the table below. The raters will base their scores on how well an applicant addresses the items listed under each rating factor within the Application Narrative and Budget. Ratings, once submitted to the BSCC, will be final.

At the conclusion of this process, applicants will be notified of the funding recommendations. It is anticipated the BSCC Board will act on the recommendations at its meeting on June 10, 2021. Applicants are not to contact members of the Scoring Panel nor the BSCC Board to discuss applications.

Rating Factors

The Rating Factors to be used and the maximum points assigned to each factor are shown in the table below. Applicants are asked to address each of these factors as a part of their application. The percent value assigned to each of the Rating Factors correlates to its importance (see Percent of Total Value column).

YPFG Program Regional Hubs (Part A) Rating Factors and Point Values

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Juvenile Justice Realignment Population	0 - 5	**20%**	40
2	Infrastructure and Improvements	0 - 5	**20%**	40
3	Realignment Program Description	0 - 5	**25%**	50
4	Regional Factors	0 - 5	**25%**	50
5	Budget	0 - 5	**10%**	20
Maximum Final Application Score:			**100%**	**200**

Raters will score an applicant's response in each of the Rating Factor categories on a scale of 0-5, according to the six-point rating scale shown below. Each rating is then weighted according to the "Percent of Total Value" column (determined by the ESC) associated with each Rating Factor to arrive at the final Weighted Score for each Rating Factor. The Weighted Rating Factor Score for each rating factor are then added together to calculate the Final Application Score.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Threshold/Minimum Score

An application must meet a threshold of **50%**, or minimum score of **100** total points to be considered for funding.

Six-Point Rating Scale

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response **fails to address** the criteria.	The response addresses the criteria in a **very inadequate** way.	The response addresses the criteria in a **non-specific or unsatisfactory** way.	The response addresses the criteria in an **adequate** way.	The response addresses the criteria in a **substantial** way.	The response addresses the criteria in an **outstanding** way.

Scoring Panel and Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the above referenced YPFG Program Scoring Panel from receiving funds from the grants awarded under this RFA. Applicants who are awarded grants under this RFA are responsible for reviewing the YPFG Program Scoring Panel membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the Scoring Panel. Scoring-Panel-Membership will be posted to the BSCC website no later than May 1, 2021.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Part A: Regional Hub Application Instructions and Rating Factors

The following section contains pertinent information on how to complete the Request for Application Package for the YPFG Program, Part A Regional Hub. See page 6 for submittal instructions.

The following items are included in this section:

- Cover Sheet
- Proposal Checklist
- Applicant Information Form – Instructions
- Applicant Information Form
- Instructions for Application Narrative and Budget
- Rating Factors:
    - Juvenile Justice Realignment Population
    - Infrastructure and Improvements
    - Realignment Program Description
    - Regional Factors
    - Budget
- Required Request for Applications Attachment
    - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Youth Programs and Facilities Grant Program (YPFG)

Part A Regional Application Package Coversheet

Submitted by:

INSERT NAME OF APPLICANT COUNTY

Date Submitted:

INSERT DATE

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Part A Regional Hubs Application Checklist

[NOTE: Only Fill Out Part A if County Intends to Operate a Regional Hub]

A complete application package for funding under the Youth Programs and Facilities Grant (YPFG) Program must contain the following items:

	Required Items:	✓
1	Cover Sheet (previous page) • Insert Applicant Name and Date of Submission	
2	YPFG Proposal Checklist • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	
3	Applicant Information Form • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	
4	Application Narrative • 10 pages or fewer	
5	Budget Attachment	
6	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix D) • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	
	Optional:	
7	Governing Board Resolution (Appendix E) *Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission*.	

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X _____

Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Part A Regional Hub Application Information Form: Instructions

A. Applicant: Complete the required information for the local government submitting the application (i.e. <NAME> County).

B. Tax Identification Number: Provide the tax identification number of the Applicant.

C. Project Title: Provide the title of the project.

D. Project Summary: Provide a summary (100-150 words) of the project. Note: this information will be posted to the BSCC's website for informational purposes.

E. High-Needs Area: Indicate the high-needs area to be served: 1. Females, 2. Sex Offenders, or 3. Seriously Mentally Ill youth. Select only one.

F. Grant Funds Requested: Provide dollar amount of grant funds requested.

G. Lead Public Agency (LPA): Indicate which local public agency will be the Lead for the YPFG Program. The county probation department can be the LPA.

H. Project Director: Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.

I. Financial Officer: Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.

J. Day-to-Day Project Contact: Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.

K. Day-to-Day Fiscal Contact: Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.

L. Authorized Signature: Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Part A Regional Hub Applicant Information Form

A. APPLICANT < Name> County	B. TAX IDENTIFICATION NUMBER
NAME OF APPLICANT	TAX IDENTIFICATION #:

STREET ADDRESS	CITY	STATE	ZIP CODE
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

C. PROJECT TITLE:	

D. PROJECT SUMMARY (100-150 words):

E. High-needs Area	☐ Females	☐ Sex Offenders	☐ Seriously Mentally Ill Youth

F. GRANT FUNDS REQUESTED: (Up to $1,000,000.00)

$

G. LEAD PUBLIC AGENCY:	

H. PROJECT DIRECTOR:

NAME	TITLE		TELEPHONE NUMBER
STREET ADDRESS			FAX NUMBER
CITY	STATE	ZIP CODE	EMAIL ADDRESS

I. FINANCIAL OFFICER:

NAME	TITLE		TELEPHONE NUMBER
STREET ADDRESS			FAX NUMBER
CITY	STATE	ZIP CODE	EMAIL ADDRESS
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

J. DAY-TO-DAY PROGRAM CONTACT:

NAME	TITLE		TELEPHONE NUMBER
STREET ADDRESS			FAX NUMBER
CITY	STATE	ZIP CODE	EMAIL ADDRESS

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

K. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

L. AUTHORIZED SIGNATURE

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
APPLICANT'S SIGNATURE (**Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.**) X			DATE

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Youth Programs and Facilities Grant (YPFG) Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Instructions for Application Narrative and Budget for Part A Regional Hubs

Instructions: The Application Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **10 numbered pages** in length. For the Application Narrative, address each of the five (5) Rating Factor sections below.

Rating Factor 1: Juvenile Justice Realignment Population
Rating Factor 2: Infrastructure and Improvements
Rating Factor 3: Realignment Program Description
Rating Factor 4: Regional Factors

Each section should be titled according to its section header as provided (e.g., Juvenile Justice Realignment Population, Infrastructure, and Improvements). Within each section, addressed the numbered criteria in a cohesive, comprehensive narrative format. Do not include website links.

Instructions: The Budget and Budget Narrative must be completed using the Budget Attachment (an Excel workbook, a link and instructions are provided on page 22). For the Budget and Budget Narrative address the numbered criteria provided below.

Rating Factor 5: Budget

The 10-page limit does not include the Cover Sheet, Application Checklist, Applicant Information Form, Budget Table or other required attachments (see YPFG (Part A) Program Proposal Checklist).

It is up to the applicant to determine how to use the total page limit in addressing each section, however as a guide, the percent of total point value for each section is listed under each header.

Each of the five (5) rating factors will be rated according to the following six-point rating scale.

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response **fails to address** the criteria.	The response addresses the criteria in a **very inadequate** way.	The response addresses the criteria in a **non-specific or unsatisfactory** way.	The response addresses the criteria in an **adequate** way.	The response addresses the criteria in a **substantial** way.	The response addresses the criteria in an **outstanding** way.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Rating Factor 1: Juvenile Justice Realignment Population
Percent of Total Value: 20%

For the Juvenile Justice Realignment Population rating factor address the criteria defined below in narrative form. The response will be evaluated with a single rating based on a scale of 0-5.

1.1. Describe the juvenile justice realignment population to be served by the regional project or program for which infrastructure and improvement funds are sought. Include a description of the service population by age, gender, offense, offense history and treatment or program need and by any other factors you plan to utilize.
1.2. Describe the number of youth to be served (maximum capacity at a given time), proposed length of stay and whether youth in the general population will also be served by this realignment project or program.

Rating Factor 2: Infrastructure and Improvements
Percent of Total Value: 20%

For the Infrastructure and Improvements rating factor address the criteria defined below in in narrative form. The response will be evaluated with a single rating based on a scale of 0-5.

2.1 Describe the infrastructure and improvements for which funds are sought, including the facility (e.g., juvenile hall, probation camp, other) and location where the improvements or infrastructure will be added.
2.2 Explain why the infrastructure and improvements are needed in relation to existing resources and how this will generate program enhancements which will serve the realigned population.
2.3 Provide a timetable and plan for the purchase, installation or build out of the improvements or infrastructure.

Rating Factor 3: Realignment Program Description
Percent of Total Value: 25%

For the Realignment Program Description rating factor address the criteria defined below in narrative form. *This section describes the program in general, specific information about the regional aspects of the program are requested in Section 4.*

3.1 Describe the proposed regional program for which these funds are sought. Include how the program will address and meet the security, treatment and rehabilitation needs of youth in the proposed service population (females, sex offenders, seriously mentally ill)?
3.2 Describe the agencies or community-based programs or service providers that will be involved or integrated into the program or project.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

3.3 Describe whether and how the program is modeled on a research- or evidence-based approach for the defined service population.
3.4 Describe how the facility improvements or infrastructure needs to provide the proposed program are related to the "development of a local continuum of care"?
3.5 Describe the outcome measures that will be applied by the program or project to assess youth outcomes and project or program performance.

Rating Factor 4: Regional Factors
Percent of Total Value: 25%

For the Regional Factors rating factor address the criteria defined below in narrative form. The response will be evaluated with a single rating based on a scale of 0-5.

4.1 Describe the counties from which the host county will accept referrals from for the program's defined service population.
4.2 Describe the referral and acceptance process for referrals from other counties.
4.3 Describe the program capacity that will be dedicated and/or set aside for youth from other counties.
4.4 Describe the process for contracts or agreements with referring counties to pay for services and operating costs.
4.5 Describe how case management planning will occur between the host county and referring county.

Rating Factor 5: Budget
Percent of Total Value: 10%

For the Budget section, address the criteria defined below when completing the Budget Attachment. The response will be evaluated with a single rating based on a scale of 0-5.

5.1 Provide a complete and detailed budget information in each section of the Budget Attachment (link below) that includes:
   a. language supporting each expense.
   b. expenses that are allowable within the definitions or parameters of the RFA.
   c. expenses that are appropriate for the described program or project.

Budget Attachment Instructions:

As part of the application process, applicants are required to submit the **Budget Attachment**, which is an Excel Workbook that can be accessed at: https://www.bscc.ca.gov/wp-content/uploads/RFA-Budget-Table.Final.xlsx

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Upon submission, the Budget Attachment will become Section 5 of the Application and will be reviewed as such based on the Budget Rating Factor section criteria listed above.

Applicants should be aware that budget of a funded application will still be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the budget narrative are allowable and eligible. Regardless of any ineligible costs that may need to be addressed post award, the starting budget and the total amount requested will be the figures used for the Standard Grant Agreement.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative Table. Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Excel workbook.

Required Attachment for Part A Regional Hubs

Please see Appendix D for the **Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement.**

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Part B: All County Distribution Application Instructions

The following section contains pertinent information on how to complete the Request for Application Package for the YPFG Program, Part B All County Distribution. See page 6 for submittal instructions.

The following items are included in this section:

- Cover Sheet
- Proposal Checklist
- Applicant Information Form – Instructions
- Applicant Information Form
- Instructions for Application Narrative and Budget
- Required Request for Applications Attachment – Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Youth Programs and Facilities Grant Program (YPFG)

Part B All County Distribution Application Package Coversheet

Submitted by:

INSERT NAME OF APPLICANT COUNTY

Date Submitted:

INSERT DATE

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Part B All County Distribution Application Checklist

A complete application package for funding under the Youth Programs and Facilities Grant (YPFG) Program must contain the following items:

	Required Items:	✓
1	Cover Sheet (previous page) • Insert Applicant Name and Date of Submission	☐
2	YPFG Proposal Checklist • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	☐
3	Applicant Information Form • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	☐
4	Application Narrative • 2 pages or fewer	☐
5	Budget Attachment	☐
6	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix D) • Signed by the authorized signatory with a digital signature **OR** a wet signature in blue ink.	☐
	Optional:	
7	Governing Board Resolution (Appendix E) *Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission*.	☐

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X _____

Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Part B All County Distribution Application Information Form: Instructions

A. **Applicant:** Complete the required information for the local government submitting the application (i.e. <NAME> County).

B. **Tax Identification Number:** Provide the tax identification number of the Applicant.

C. **Project Title:** Provide the title of the project.

D. **Project Summary:** Provide a summary (100-150 words) of the project. Note: this information will be posted to the BSCC's website for informational purposes.

E. **Grant Funds Requested:** Provide dollar amount of grant funds requested.

F. **Deferred Spending:** Indicate whether the county is electing to use the deferred spending option. This would defer payment until a modified application with more complete information is submitted no later than six months from the award date.

G. **Lead Public Agency (LPA):** Indicate which local public agency will be the Lead for the YPFG Program. The county probation department can be the LPA.

H. **Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.

I. **Financial Officer:** Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.

J. **Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.

K. **Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.

L. **Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Part B All County Distribution Applicant Information Form

A. APPLICANT < Name> County	B. TAX IDENTIFICATION NUMBER
NAME OF APPLICANT	TAX IDENTIFICATION #:

STREET ADDRESS	CITY	STATE	ZIP CODE
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

C. PROJECT TITLE:	

D. PROJECT SUMMARY (100-150 words):

E. GRANT FUNDS REQUESTED: (See Appendix F: County Juvenile Population Index)

$

F. DEFERRED SPENDING: Is the application for a deferred spending award?	☐ YES ☐ NO
G. LEAD PUBLIC AGENCY:	

H. PROJECT DIRECTOR:

NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

I. FINANCIAL OFFICER:

NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

J. DAY-TO-DAY PROGRAM CONTACT:

NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

K. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

L. AUTHORIZED SIGNATURE

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
APPLICANT'S SIGNATURE (**Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.**) X			DATE

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Youth Programs and Facilities Grant (YPFG) Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Instructions for Application Narrative and Budget for Part B All County Distribution

A minimum of $4.12 million in YPFG Program funds will be allocated to all counties based on juvenile population (ages 12 – 17) to support infrastructure and improvements for local programs and facilities for realigned youth. These Part B funds must be spent on allowable infrastructure or improvement expenses for programs, services, or facilities serving youth who are realigned to counties as a result of the closure of the Division of Juvenile Justice. In the narrative, applicant counties should describe the need and the proposed expenditures as they relate to programs, services, or facilities the county will create or utilize to house or serve the realignment population.

For information about eligible costs, see the Budget Considerations section (page 9). Note that a maximum of 25 percent of the proposed expenditures may be allocated for one-time county personnel, costs necessary to plan or implement the proposed infrastructure program or project.

Deferred Spending Approval Process

For Part B funding, counties that have not yet finalized how these funds will be spent may apply based on available information, describing the infrastructure and improvements for the realignment population that are contemplated including a timeline for submitting a modified application with more complete information no later than six months from the award date. The county should submit a place holder budget requesting the full amount available depending on the county size designation

Instructions: The Application Narrative must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **2 numbered pages** in length. For the Application Narrative, address each of the four (3) sections below.

Section 1: Project Need
Section 2: Project Description

Each section should be titled according to its section header as provided (e.g., Juvenile Project Need). Within each section, addressed the numbered criteria in a cohesive, comprehensive narrative format. Do not include website links.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Instructions: The Budget and Budget Narrative must be completed using the Budget Attachment (an Excel workbook, a link and instructions are provided on page 32). For the Budget and Budget Narrative address the numbered criteria provided below.

Section 3: Budget

The 2-page limit does not include the Cover Sheet, Application Checklist, Applicant Information Form, Budget Table or other required attachments (see YPFG (Part B) Program Proposal Checklist).

It is up to the applicant to determine how to use the total page limit in addressing each section.

Section 1: Project Need

For the Project Need section, address the information requested below in narrative form.

1.1. Describe the project need as it relates to programs, services or facilities the county will create or utilize to house or serve youth who are realigned to counties as a result of the closure of DJJ. Include a description of the service population by age, gender, offense, offense history, and treatment or program need and by any other factors you plan to utilize.

1.2. Describe the number of youth to be served (maximum capacity at any time), and proposed length of stay.

Section 2: Project Description

For the Project Description section, address the information requested below in narrative form.

2.1. Describe the infrastructure and improvements for which funds are sought, including the facility (e.g., juvenile hall, probation camp, other) and location where the improvements or infrastructure will be added.

2.2. Explain why the infrastructure and improvements are needed in relation to existing resources and how this will generate program enhancements which will serve the realigned population.

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Section 3: Budget

For the Budget section, provide the information below when completing the Budget Attachment.

3.1. Provide a complete and detailed budget information in each section of the Budget Attachment (link below) that includes:

- language supporting each expense.
- expenses that are allowable within the definitions or parameters of the RFA.
- expenses that are appropriate for the described program or project.

Budget Attachment Instructions:

As part of the application process, applicants are required to submit the **Budget Attachment**, which is an Excel Workbook that can be accessed at: https://www.bscc.ca.gov/wp-content/uploads/RFA-Budget-Table.Final.xlsx

Upon submission, the Budget Attachment will become Section 3 of the Application.

Applicants should be aware that budget of a funded application will still be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the budget narrative are allowable and eligible. Regardless of any ineligible costs that may need to be addressed post award, the starting budget and the total amount requested will be the figures used for the Standard Grant Agreement.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative Table. Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Excel workbook.

Required Attachment for Part B All County Distribution

Please see Appendix D for the **Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement.**

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Appendix A: Evidence-Based Resources

The BSCC is committed to supporting programs, practices, and strategies that are rooted in documented evidence showing they reduce youth risk factors and rates of recidivism while also considering participant characteristics, situations, and preferences.

In the process of developing and describing their projects for purposes of this RFA, applicants may find it helpful to focus on the following three basic principles:

1. **Is there evidence or data to suggest that the intervention, service, or strategy is likely to work, i.e., produce a desired benefit?** For example, was the intervention, service, or strategy selected by the project used by another entity with documented positive results? Is there published research/information on the intervention the project has chosen to implement showing its effectiveness? Is the intervention or strategy being used by another entity with a similar problem and similar target population?

2. **Once an intervention, service, or strategy is selected, will you be able to demonstrate that it is being carried out as intended?** For example, does this intervention, service, or strategy provide for a way to monitor quality control or continuous quality improvement? If this intervention, service, or strategy was implemented in another area, are there procedures in place to ensure the model is being closely followed (so the project is more likely to achieve similar desired outcomes)?

3. **Is there a plan to collect data that will allow for an appraisal of whether the intervention, service, or strategy worked?** For example, will the intervention, service, or strategy selected allow for the collection of data or other information so outcomes can be measured at the conclusion of the project? Are there or will there be processes in place to identify, collect, and analyze that data/information?

The websites provided below may be useful to applicants in the proposal development process. This list is not exhaustive, and it is offered as a suggested starting point for applicants to use in researching evidence-based programs, practices, and strategies.

Blueprints for Violence Prevention
http://www.colorado.edu/cspv/blueprints/index.html

Board of State and Community Corrections
http://www.bscc.ca.gov/s_web-basedresourcesonevidence-basedpractices/

California Institute of Behavioral Health Solutions

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

http://www.cibhs.org/evidence-based-practices-0
Coalition for Evidence-Based Policy
http://evidencebasedprograms.org/

CrimeSolutions.gov
http://www.crimesolutions.gov/

Evaluating Drug Control and System Improvement Projects
Guidelines for Project Supported by the Bureau of Justice Assistance
https://www.bja.gov/evaluation/guide/documents/nijguide.html

Justice Research and Statistic Association
http://www.jrsa.org/

National Child Traumatic Stress Network
https://www.NCTSN.Org

National Criminal Justice Reference Service (NCJRS)
"Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice." A report prepared by Peter Greenwood, Ph.D., for the California Governor's Office of Gang and Youth Violence Policy, 2010.
https://www.ncjrs.gov/App/Publications/abstract.aspx?ID=255934

National Institute of Corrections
http://nicic.gov/Library/

National Reentry Resource Center
http://nationalreentryresourcecenter.org/

Office of Justice Programs – Crime Solutions.gov
http://www.CrimeSolutions.gov

Office of Juvenile Justice and Delinquency Prevention Model Program Guide
http://www.ojjdp.gov/mpg/

Promising Practices Network
http://www.promisingpractices.net/

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation Hon, J. Richard Couzens, Placer County Superior Court (Ret.)
http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf

Substance Abuse and Mental Health Services Administration
www.samhsa.gov/ebpwebguide

The National Documentation Centre on Drug Use
http://www.drugsandalcohol.ie/3820//

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Washington State Institute for Public Policy
http://www.wsipp.wa.gov/

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Appendix B: Sample Grant Agreement

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES — SCO ID: 5227-BS

STANDARD AGREEMENT STD 213 (Rev 03/2019)	AGREEMENT NUMBER **BSCC XXX-21**	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME
GRANTEE NAME

2. The term of this Agreement is:

START DATE
JUNE 10, 2021

THROUGH END DATE
JUNE 1, 2024

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

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions (04/2017)	3
Exhibit D	Special Terms and Conditions	3
Exhibit E		13
Attachment 1	2021 Request for Applications	*
Attachment 2	2021 Grant Application	XX
Attachment 3		*

**Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: 2020 BJA CESF Program Solicitation*

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.)
GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
XXX	XXX	XX	XXX
PRINTED NAME OF PERSON SIGNING: XXX	TITLE: XXX		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE: Deputy Director		
CONTRACTING AGENCY AUTHORIZED	DATE SIGNED		

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

SAMPLE GRANT AGREEMENT

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Appendix C: Sample Comprehensive Visit Monitoring Tool

County Facilities Construction (CFC) Programs Division
COMPREHENSIVE MONITORING VISIT (CMV) TOOL

Instructions to Grantees

- Please complete this entire document prior to the Comprehensive Monitoring Visit.
- Refer to the CMV Tool User Guide for Grantees for instructions.
- During the visit, the Field Representative will review your responses with you.
- The completed CMV Tool along with the day(s) agenda should be returned to BSCC at least one week prior to the scheduled visit.

Grantee: Yes☐ No☐	**Award Year:** 1 ☐ 2 ☐ 3 ☐ 4 ☐
Grant Program:	**Federal Funds:** ☐ **State Funds:** ☐
Contract Number:	**Grant Amount:**
Project Title:	
Project Director:	**Financial Officer:**
Project Director Phone:	**Financial Officer Phone:**
Project Director E-Mail:	**Financial Officer E-mail:**
Field Representative:	
Date of Visit:	**Agenda Included:** Yes ☐ No ☐
Name and Title of Individual Completing the Form: **Name:** **Title:**	

Persons Interviewed During the Visit:

Name	Title	Agency

SAMPLE

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Project Sites Visited (include initial meeting site):

Name of Agency or Organization	Address

Brief Project Summary:

SAMPLE

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Appendix D: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

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

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

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

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

By checking the following boxes and signing below, applicant affirms that:

☐ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☐I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☐I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE **(This document must be signed by the person who is authorized to sign the Grant Agreement.)**			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
AUTHORIZED OFFICER SIGNATURE ((**Blue Ink Only or E-signature**)) **X**		DATE	

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Appendix E: Sample Governing Board Resolution

Before grant funds can be reimbursed, a grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a City Council or County Board of Supervisors delegating such authority to an Agency head).

Below is assurance language that, **at a minimum**, must be included in the resolution submitted to the Board of State and Community Corrections.

WHEREAS the **(insert name of Local Government)** desires to participate in the Youth Programs and Facilities Grant Program funded through the California State General Fund and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the **(insert title of designated official)** be authorized on behalf of the **(insert name of Governing Board)** to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the **(insert name of Local Government**) agrees to ensure all matching funds required for the above grant are provided and abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the **(insert name of Governing Board)** in a meeting thereof held on **(insert date)** by the following:
Ayes:
Notes:
Absent:
Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

Appendix F: County Juvenile Population Index

Juvenile Population (age 12 – 17) Chart			
Large Counties (pop. 95,001 +)	**Medium Counties (pop. 25,001-95,000)**	**Small Counties (pop. below 25,000)**	
Alameda	Contra Costa	Alpine	Amador
Los Angeles	Fresno	Butte	Calaveras
Orange	Kern	Colusa	Del Norte
Riverside	Merced	El Dorado	Glenn
Sacramento	Monterey	Humboldt	Imperial
San Bernardino	Placer	Inyo	Kings
San Diego	San Francisco	Lake	Lassen
Santa Clara	San Joaquin	Madera	Marin
	San Mateo	Mariposa	Mendocino
	Santa Barbara	Modoc	Mono
	Solano	Napa	Nevada
	Sonoma	Plumas	San Benito
	Stanislaus	San Luis Obispo	Santa Cruz
	Tulare	Shasta	Sierra
	Ventura	Siskiyou	Sutter
		Tehama	Trinity
		Tuolumne	Yolo
		Yuba	

Data Source:
California Department of Finance. Demographic Research Unit. Report P-2B: Population Projections by Individual Year of Age, California Counties, 2010-2060 (Baseline 2019 Population Projections; Vintage 2020 Release). Sacramento: California. March 2021
https://www.dof.ca.gov/Forecasting/Demographics/Projections/documents/P2B_County_Age.xlsx

Attachment: SB-823-RFA-Final (2) (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3441	0224	45176	SB823 Revenue		(106,968)	
3441	0224	70211	General Equipment		68,969	
3441	0224	70411	Staff Vehicles		37,999	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

Request is to set up Fund 3441 for SB823 YPFG, Part B Grant

DEPT HEAD SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Probation

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2000

Attachment: Budget action (RES-2022-138 : Youth Program and Facilities Grant (YPFG))

MARIPOSA COUNTY

Administration · 966-3222

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: COVID-19 Discussion and Direction

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Internal Response to COVID-19.

In August 2021, as the Delta variant surged across the country, the Board directed staff to take the following precautions in response to the novel coronavirus pandemic (COVID-19) and related state mandates:

- Close public lobbies and seek alternate methods for service delivery
- Require everyone in public buildings, regardless of vaccination status, to wear a mask. Those who are exempt from wearing a mask by CDC guidance are required by that same guidance to wear a face shield or other appropriate face covering.
- Require all employees to be tested weekly for COVID-19.

At the time of adoption, the Board directed that these precautions should stay in place until the County returned to the "moderate" tier in the CDC County Tracker. It was anticipated that would be a period of 6-8 weeks, but the development of the Omicron variant significantly extended the time of elevated transmission.

With community transmission finally abating in recent weeks, staff is requesting Board direction with regard to the noted precautions. In doing so, staff notes the following:

- The State of California continues to require unvaccinated individuals to wear a mask or face covering in public.
- CalOSHA continues to require unvaccinated individuals to wear a mask or face covering in the workplace. CalOSHA also continues to assign responsibility for COVID-19 cases to employers, regardless of where contraction of the virus actually takes place. These requirements are unlikely to change in the next few weeks.

Agenda Item - No Resolution Requested

- The definition for unvaccinated individuals is based on receiving a COVID-19 vaccine and does not include natural immunity or other forms of inoculation.
- Community transmission has significantly declined in recent weeks and the "moderate" tier is expected to be achieved by the time of this discussion or shortly thereafter.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Throughout the novel coronavirus pandemic, various requirements and mandates have been imposed primarily at the state level. The County has complied with these mandates, including requiring indoor masking and social distancing for all staff for the majority of the past two years.

On August 10, 2021, the Board directed staff to close non-essential lobbies and require masks in all County buildings. It further directed staff to verify vaccination status or submit to weekly COVID-19 testing. The Board requested an opportunity to discuss possible mitigation measures for the community as part of this discussion.

On August 24, 2021, the Board revisited the requirements imposed two weeks prior and extended testing requirements to all employees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action would result in status quo with offices closed, masking required in public buildings and weekly testing of county employees.

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Performance Evaluation - County Fire Chief

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[X] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: County Fire Chief (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**