Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
MAY 20, 2025

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

Chair Smallcombe called the meeting to order and noted that Supervisor Menetrey was excused. She noted that CA. 7 had been withdrawn.

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Chris Bernard/County Fire/CAL FIRE introduced Allen Stickles/County Fire/CAL FIRE. He noted Mr. Stickles joined the team after Mike Wise got promoted. He mentioned Mr. Stickles is very familiar with the logistical sides of firefighting.

Mr. Stickles said he was an alumnus of Mariposa County High School, so he was happy to be back and expressed that he appreciated the opportunity.

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

Chair Smallcombe read the Consent Agenda note.

Public comment was received by Shannon Hansen/Public Works and Transportation Director, who commented on the Public Works Week proclamation. She asked everyone to take a moment to celebrate her team, which often doesn't get a lot of recognition. She highlighted some of their important duties, such as

ensuring clean water flows, managing fleet vehicles, solid waste division, parks and recreation division, etc. She mentioned that the Public Works team are the unsung heroes who make the town of Mariposa livable.

Heather Livingston/Youth Coordinator at Mariposa Safe Families (MSF) introduced the Friday Night Live (FNL) youth to present their public comment.

A Friday Night Live youth representative expressed they were proud to be supported by their great mentors. She explained they were present to accept this proclamation as they requested the Mariposa County Board of Supervisors proclaim the month of May 2025, as Flavored Tobacco Week. They mentioned the tradition started in 2001, when 83% of youth saw flavored tobacco as more appealing. She referenced a survey that deduced nearly 33% of youth have tried tobacco, and mentioned that these products were designed to get youth addicted. She mentioned a soon-to-come Assembly Bill that would create a ban, but recognized that even with that movement, public involvement was still necessary. She explained they would be sharing social media posts and hosting events throughout the week, including a chalk walk on 8th Street and a gallery.

9:11 AM Chair Smallcombe moved item CA. 3 to the "Items removed from Consent Agenda" section in order to take a separate vote and formally present the proclamation, and recessed the Consent Agenda in order to do so while the youth were present. She reconvened and returned to the Consent Agenda at **9:23 AM.**

Director Hansen commented on CA. 2. She explained that the Public Works Department came to the Board a month or so prior to approve a play structure that was funded through a grant with the Probation Department. She mentioned that during installation, they realized there were some utilities forcing them to switch the layout and get rid of the swings. She explained that they reached out to their partners and the Probation Department once again gave them a set of swings through another grant's funding. She complimented Probation Chief Ryan Oliphant and his team, stating they are amazing, and mentioned that the Health and Human Services Agency (HHSA) has similarly assisted the Parks and Recreation Division before as well.

Joe Lynch/County Administrative Officer mentioned in terms of Public Works Week he felt the same way as Ms. Hansen. He explained that through disasters, it is easy to see they are a great team. He explained that the rest of the County's community partners and the Sheriff's Office are great too, but mentioned that the Public Works Department specifically had gotten the County through some hard times. He also mentioned his appreciation for emergency responders since it was also Emergency Medical Services (EMS) Week.

Margarita King/Public Health Nurse, who was invited to speak on CA. 4 by Supervisor Kiser, explained the item was about a home-visiting program. She explained that the program started a long time ago, and that there are guidelines surrounding them. She mentioned a few other childhood enrichment programs, and referenced studies that showed how they positively benefited youth. She explained that in the current fiscal year they were still figuring out how to implement the program, but noted some exciting things to come, such as a certified lactation consultant being brought on. She mentioned they would be using evidence-based tracking programs to analyze the accomplishments, and mentioned families could be of any size and income to participate, or could be grandparents taking care of a child in their home. Supervisor Kiser and Chair Smallcombe gave Ms. King and HHSA staff kudos.

Supervisor Poe expressed his appreciation for the Public Works team as well. He mentioned that most people do not get to see firsthand what those folks do, and recalled a story from a storm in Greeley Hill that collapsed the roofs on people's homes. He explained that leadership is what helps make the teams so successful, and gave kudos to Jeannie Morvay-Clayton and Director Hansen.

Chair Smallcombe gave her kudos as well, and mentioned one of the orange snow markers near her was starting to tip.

Supervisor Toso expressed her thanks and appreciation for the teamwork at Public Works. She said they work in a variety of situations, from pulling horse trailers and huge trees to invisible things like cleaning the facilities. She also commented on CA. 9 and expressed her appreciation for the agreement with Park Planet for the swings. She acknowledged it is important to a lot of people, and that it was amazing that the departments were working together so well because it makes a huge difference to the County.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Auditor**

Approve Budget Action Transferring Funds from the County Service Area 3 (CSA3) Fund to the County Fire Projects Fund for Repairs and Maintenance of the County Fire Base of Operations at Springhill ($194,040) (4/5ths Vote Required)

CA4. **Health and Human Services Agency**

Ratify the Signatures of the Health and Human Services Director for the Acceptance of the California Home Visiting Program (CHVP) Funding Application Agreement Number CHVP SGF EBHV-24-22 in the Amount of $410,356 for Fiscal Year 2024-2025; and Authorize the Health and Human Services Director to Sign the CHVP Funding Agreement (AFA) for the Subsequent Three (3) Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel) (4/5ths vote required)

CA5. **Health and Human Services Agency**

Approve an Agreement with the California Department of Social Services for Privacy and Security; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Health and Human Services Agency**

Approve an Agreement with Patton Sheet Metal Works Dba: Patton Air Conditioning in the Amount of $65,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Public Works**

Proclaim May 18th through May 24th, 2025, as "Public Works Week"

CA9. **Public Works**

Approve First Change Order with Park Planet, Inc. in the Amount of $24,629.93 for a New Amount Not to Exceed $117,407.34 for the Mariposa Town Park Playground Project; Authorize the Board of Supervisors Chair to Sign the Change Order; and Approve Budge Action Transferring Funds from Probation Fund 3424 to Public Works Facilities ($30,000) (4/5ths Vote Required)

CA10. **Sheriff's Office**

Approve First Amendment with Guardian Radio Frequency Identification (RFID) Increasing the Amount by $2,692 for a New Amount Not to Exceed $33,328 for an Inmate Management, Monitoring and Tracking System; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Items removed from Consent Agenda

CA7. **Health and Human Services Agency**

Approve First Amendment with Mercy Medical Transportation, Inc. Increasing the Amount by $300,000, for a New Amount Not to Exceed $600,000, for the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that Can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: WITHDRAWN

CA3. **Board of Supervisors**

Proclaim May 25th to May 31st, 2025 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

Heather Livingston and Friday Night Live (FNL) youth gave public comment during the Consent Agenda's public comment period. Then, at **9:11 AM**, Chair Smallcombe moved item CA. 3 to the "Items removed from Consent Agenda" section in order to take a separate vote and formally present the proclamation, and recessed the Consent Agenda in order to do so while the youth were present.

Further public comment was received by Supervisor Kiser, who thanked the presenters for coming in to talk about this topic. She acknowledged that Mariposa Safe Families (MSF) had done an incredible job and all the youth programs throughout the County have as well. She mentioned helping young people help each other was important for prevention, and it would maybe help them avoid making some bigger mistakes in the future.

Kudos were given to the FNL youth by Supervisors Toso, Poe, and Smallcombe and Joe Lynch. They acknowledged the impact organizations like this have on the community, the courage of these youth to speak at this meeting, and to go against the grain of some of their peers.

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

EXCUSED: District V Supervisor Menetrey

Chair Smallcombe moved off the dais and presented the Flavored Tobacco Education and Advocacy Week proclamation to the Friday Night Live Youth. She reconvened and returned to the Consent Agenda at **9:23 AM.**

F. Departmental Presentation

Steve Engfer/Planning Director gave an update on the zoning ordinances and Planning Commission. He explained that one of the next steps was editing Title 16, Article 5 of the development code. He mentioned the June 6th joint Agricultural Advisory Committee and Planning Commission meeting because of the necessary changes to zoning associated with agriculture. He reported that a joint Code Compliance Advisory Committee and Planning Commission meeting would be coming up as well to look at the Title 17 draft recommendations. He explained they would hopefully be bringing the item to the Board in July 2025. He said they would consider this and whether to advance it to the public review process, and noted he wanted to make sure the Board and the public were aware.

Jonathon Farrington/Tourism Bureau mentioned he was impressed with Mariposa's youth and that he appreciates the Public Works team. He reported that May was designated as Tourism Month for the United States and wanted to provide an update. He mentioned they held four town hall meetings in El Portal, North County, the Mariposa County Government Center, and Fish Camp as listening sessions for their constituents in the lodging and tourism industry to hear about their local and economic challenges they were facing. He mentioned the National Parks Service reservation system and how they are working on their financial forecasting. He stated that travel and overall occupancy were down slightly, but they might not notice a reduction because Mariposa sees one of the highest amounts of transient occupancy taxes in the state. He mentioned that tourism is something they are very serious about seeing thrive. He explained they would be adding a position for a tourism development director. He mentioned he would hope to get off the road a little bit in the coming year because of this and would love to speak to the County Administrative Officer. He ended with the statistic that 6,000 Mariposans, or 60 percent work in tourism.

Kari Kisela/Chamber of Commerce expressed her appreciation for Public Works, noting they are fantastic at parades and are the last trolley on the end. She mentioned how they put up the banners across 140 for them for the town events and post waivers as well. She noted some town events that would be happening soon, including the Andre Nicotina concert at the Grove House, Thursday open mic night, Art Wine and Wheels on that coming Saturday on the Courthouse lawn, Made in Mariposa's class on Saturday, and the Chivalry Festival the following week at which the Chamber of Commerce would have their margarita booth.

Jeff Mesa/Commander of the Oakhurst California Highway Patrol (CHP) office and explained that they would be merging with the Mariposa office to become combined assets. He explained that this change would put more units where they need to be, and that he would split his time between the two offices. In response to questions from Supervisors Smallcombe and Kiser, Mr. Mesa explained they would be keeping the Mariposa office to serve as a substation and that they would no longer need to provide a 24-hour service as a resident post. He mentioned that, normally, at that midnight to 6 AM time frame, they generally get zero calls for service. He explained that officers on call would have to be within the County's jurisdiction, and that they would work collaboratively with the Sheriff's Office during the transition, but that they would not be requiring assistance from any other agencies. He did admit the transition would be a long process and could last until the end of the year, but that they would be trying to make it fast.

G. Public Comment on Non-Agenda Items

No public comment was received.

Recess Board of Supervisors

10:06 AM Chair Smallcombe recessed the Board and Malena Palmer/Deputy Clerk of the Board read the announcement pursuant to government code 54952.3.

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

10:07 AM Local Transportation Commission Chair Toso called the meeting of the LTC to order.

Public Comment Period

No public comment was received.

LTC Regular Agenda

1. **Public Works**

Reappoint Tina McLaughlin as a Social Service Provider for Seniors Representative to the Social Services Transportation Advisory Council (SSTAC) with a Term Expiring May 20, 2028

Jeannie Morvay-Clayton/Administrative Analyst from the Transportation and Planning Division gave the staff report. No public comment was received.

Supervisor Poe asked what this council does and explained he brought it up because a few residents had mentioned that there used to be buses that ran up Greeley Hill. He said they used to ride to Groveland or into Yosemite, and asked if those were some services the County had to give up.

Ms. Morvay-Clayton explained when it came time to replace the buses, they decided to switch to vans instead because of their superior maneuverability in those areas. She mentioned they were still operating many of those same routes, and you can call transit at HHSA to get their information.

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

2. **Public Works**

Adopt a Resolution Approving the Transportation Planning Overall Work Program (OWP) for FY 2025-26; and Authorize the Local Transportation Commission Executive Director to Sign the Program and Any Subsequent Documents Related to the Program (Subject to Approval as to Legal Form by County Counsel)

Jeannie Morvay-Clayton gave the staff report. No public comment was received.

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

Adjourn LTC

10:14 AM LTC Chair Toso adjourned the meeting of the LTC.

Reconvene as Board of Supervisors

10:14 AM Chair Smallcombe reconvened the Board meeting.

I. Regular Agenda Items

1. **Clerk of the Board**

Receive a Presentation from the Behavioral Health Board

10:15 AM Chair Smallcombe recessed the meeting for a quick break and reconvened at **10:20 AM**.

Paul Brickett/Behavioral Health Board Chair gave a PowerPoint presentation. No public comment was received. Board discussion ensued.

RESULT: PRESENTATION HELD

2. **Public Works**

Adopt the Mariposa County General Permit Conditions and Specifications for Trench Cuts and Street Resurfacing Policy

Shannon Hansen gave the staff report.

Public comment was received by Jonathan Noel/Resident, who wondered if this was what procedure people would have to follow. He mentioned that most of the time he would see people grind and bury the wire at the same time, and he wondered why they didn't do it this way to not make a whole mess.

Supervisor Kiser expressed her excitement about this item. She mentioned right after she started as the District 4 Supervisor in January she was immediately confronted by a constituent who wanted to see this happen. She recognized the great turnaround time and mentioned it was a great guide to fall back on.

In response to a question from Supervisor Poe, Director Hansen said with very low Pavement Condition Index (PCI)-scoring roads, they still leave it better than what was previously there.

Chair Smallcombe and Supervisor Toso gave kudos to the Public Works Department, noting their excitement, how the ground rules were now laid out clearly, and nothing would be left up to interpretation.

Director Hansen finished that they would make sure all the local utility districts get this policy so that there would be no surprises, like if Mariposa Public Utility District had some emergency work to do.

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

3. **Sheriff's Office**

Adopt a Resolution Approving the 2025 Local Hazard Mitigation Plan (LHMP)

Kevin Packard/Undersheriff and Raquel Sandoval/Mariposa County Sheriff's Office gave the staff report. Kudos were given to the LHMP plan and the Sheriff's Office by Supervisors Kiser and Smallcombe. No public comment was received.

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

4. **Planning**

Waive the Second Reading and Adopt an Ordinance Titled "Amending the Text of Section VI(A)(1) of the Coulterville Town Plan to Add Special Occupancy Parks as Defined in the State Health and Safety Code as Conditional Uses in the Highway Service Commercial Land use Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100". Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

Steve Engfer gave the staff report. No public comment was received. Supervisor Poe gave kudos to the Planning Department for this project.

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

5. **Planning**

Waive the Second Reading and Adopt an Ordinance Titled "Amending the Land Use Diagram in the Coulterville Town Planning Area Town Plan, to Change the Single Family Residential 2.5-Acre Land use Classification Within APN 002-220-001 to the Highway Service Commercial Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100. Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

Steve Engfer gave the staff report. No public comment was received.

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

J. Board Information

Board information was received.

K. Closed Session

11:04 AM Chair Smallcombe read the closed session item and recessed the Board into closed session. No public comment was received.

1. **Clerk of the Board**

CLOSED SESSION: Conference with Legal Counsel; Anticipated Litigation; Significant Exposure to Litigation; Cases to be Discussed: One (1)

RESULT: CLOSED SESSION HELD

Report Out

L. 2:00 PM Reconvene

2:00 PM Chair Smallcombe reconvened the Board meeting and reported that during closed session information was received and direction was given.

1. **Public Works**

PUBLIC HEARING: Receive Comments Regarding the Proposed Adjustments to the Solid Waste Removal Service Rates in County Service Area 2-W (Wawona) Pursuant to Proposition 218; and at the Conclusion of the Public Hearing, Provided that a Majority Protest is Not Received, Adopt a Resolution Approving the Proposed Rate Formula and Maximum Rate Table

2:01 PM Chair Smallcombe opened the public hearing.

Sam Cerveney/Deputy Director of Public Works gave the staff report. No public comment was received.

Danielle Bondshu/Clerk of the Board announced for the record that staff had checked the mail at 1:30 PM to make sure no more were received.

2:05 PM Chair Smallcombe formally closed the public hearing to allow Ms. Bondshu and Courtney Morrow to tabulate.

2:06 PM Chair Smallcombe moved to item L.2. and, at its conclusion, returned to item L.1, and reopened the public hearing at **3:56 PM**.

Ms. Bondshu reported that they received 28 protests, with only 26 being valid out of the 272 sent. She explained that the Public Works Department was looking for a motion to adopt a resolution. She mentioned she would create a complete list of all the protests to attach to the final record.

3:57 PM Chair Smallcombe closed the public hearing and allowed the Board to consider adoption of the resolution.

Supervisors Smallcombe and Poe discussed the importance of raising rates consistently and slowly to avoid a 200% increase every ten years, for example.

Shannon Hansen agreed that a town hall meeting was needed to discuss these issues related to the rates. She explained that with the new structure of County Administration oversight of the Public Works Department, and hoped that they would be able to figure out a way for the Utility Districts to become fully self-sustaining. Director Hansen and Supervisor Poe agreed that it was a hot topic that warranted a town hall meeting. Director Hansen agreed to bring a presentation to the Board once they had gathered all the necessary information.

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

2. **Building**

Receive a Presentation on Tyler Technologies Enterprise Permitting System

Corrina Miranda/Interim Building Director, and Rachelle Ziegenfuss/Administrative Analyst, gave a PowerPoint presentation.

3:04 PM Danielle Bondshu stepped in for Malena Palmer to clerk and Ms. Palmer returned at **3:08 PM**.

Public comment was received by Pete Kiser/Heating, Ventilation, and Air Conditioning (HVAC) Contractor and Homeowner, who commented that contractors need those boxes to determine what requires a permit and what does not. He explained that the dashboard was cool, but that it took him about 20 minutes to try to open it since there was nothing linked that entered them into the portal. He explained that he had to Google search for it, and that was how he found the link. He also thought it should be linked and searchable from the website. He mentioned that the permit fees should be listed on the website so that contractors can have a

general idea of the costs, particularly for smaller projects and historical fees. He mentioned that with his last couple of projects, the bills had doubled since the prior project, making it difficult to estimate costs.

Ms. Miranda responded to Mr. Kiser, saying they can add an estimator tool in Tyler for fees. Joe Lynch further stated that the current fee schedule also needs to be updated and posted on the website consistently. He also mentioned that other counties include estimated timelines for receiving permits that Mariposa could include.

Kudos were given to the Building Department for bringing this presentation and for the great work their staff puts in.

DIRECTION: The Board directed staff to edit the questionnaires to remove requests for excessive and unnecessary information and suggested Tyler permitting workshops for the public.

RESULT: DIRECTION GIVEN

3:56 PM Chair Smallcombe returned to L.1.

3. **Planning**

Approve a Second Amendment to the Agreement with Tyler Technologies for Environmental Health Software Module Implementation in the Amount of $99,200, with an Optional $20,000 for Custom Reports and $17,500 for Travel Expense; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Tyler Technologies Fund to Cover Costs ($136,700) (4/5ths Vote Required)

Steve Engfer and Rachelle Ziegenfuss gave the staff report. Ms. Ziegenfuss clarified that the old software used for environmental health permitting was being phased out, necessitating the need for a new software solution. No public comment was received.

Supervisors Poe and Smallcombe expressed concern about not having the foresight to include this program and training during the initial implementation of Tyler and its other programs. Director Engfer explained that there was no way to expect the original software would be dissolved, forcing their hand to find a new one.

Joe Lynch explained that in the past, the County has used an à la carte approach, but that they will change that going forward. He also explained that the travel expense was very important, and they learned that from the Oracle implementation, employees do not learn very well from online training. In response to a question from Supervisor Poe, Mr. Lynch explained that if they do not vote to approve this agreement today, by the end of the year, they would need a software.

Chair Smallcombe explained that implementing all the modules actually would have been very draining for staff. She mentioned that it was ideal that they had put off part of the implementation for a later date.

Supervisor Poe explained that his issue was not with the software or the implementation, and that he thought it would be great. He explained that his issue was the lack of foresight, and that the County needs to ensure it is looking forward to see how it can save as much money as possible.

Chair Smallcombe agreed but mentioned that they still needed to react at the end of the day to solve this problem by either hiring more staff or buying a new module.

Mr. Lynch explained that they couldn't have the module without the training. He explained the solution to the budget was not preventing occurrences like this, but looking to right-size the County. He mentioned that

the departments need to review their spending and only bring items they believe in. Supervisor Kiser agreed with his sentiments and added that it feels like more money on the front end, but that it would save the County much more time and therefore money in the long run.

Supervisors Smallcombe and Poe expressed that it is essential to explain these system analyses plainly to the public so that everyone can understand.

Staff expressed their excitement about the module, stating that it is very advanced and easy to use.

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

M. Adjournment

5:03 PM Chair Smallcombe adjourned in memory of Larry Macdonald.

Respectfully submitted,

Malena Palmer
Deputy Clerk

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-181

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

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

---

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-182

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Approve Budget Action Transferring Funds from the County Service Area 3 (CSA3) Fund to the County Fire Projects Fund for Repairs and Maintenance of the County Fire Base of Operations at Springhill ($194,040) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds from the County Service Area 3 (CSA3) Fund to the County Fire Projects Fund for Repairs and Maintenance of the County Fire Base of Operations at Springhill ($194,040) (4/5ths Vote Required).

Mariposa County purchased the Springhill school site in Fiscal Year 2025, after renting from Mariposa County Unified School District a few years prior. The site is in disrepair, requiring new roofs, HVAC, well, paint, and extensive interior repairs. This budget action will close the CSA3 fund established to collect fees "...to obtain funds for capital projects necessary to maintain service within existing County Service Areas..." established in 2008. This funding will partially cover the cost of these repairs.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 24-359: Approve an Agreement to Purchase Approximately 3.7 Acres of Real Property at 4802 Highway 140, Mariposa, California, the Spring Hill School Site; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Needed to Complete the Purchase (Subject to Approval as to Legal Form by County Counsel)

Resolution 08-340: Public Hearing regarding the formation of County Service Area No. 3 and Adopt a resolution confirmation the County Administrative Officer's Report; determining to introduce an ordinance enacting assessments for the area within CSA3.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not transfer funding for County Fire base of operations repairs and maintenance or transfer less than represented in the budget and repairs will not be completed or other funding will need to be identified.

FINANCIAL IMPACT

If approved, it represents significant savings for the general fund in Fiscal Year 2026 and beyond, as Public Works had previously budgeted for these repairs in the general fund in FY26.

ATTACHMENTS

1. Budget Action - County Fire Projects

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3310	107	41117	Penalties and Interest		(2,498)	
3310	107	44201	Interest from Investments		(2,819)	
3310	107	47231	Special Assessment		(3,080)	
3310	107	49999	Beginning Fund Balance			(606,813)
3310	107	60201	Miscellaneous Expense			90,000
3310	107	70121	Fire Stations and Improvements			692,456
3310	107	70421	Heavy Equipment Vehicles			10,000
3310	107	80111	Transfer Out		194,040	
5520	350	49101	Transfer In		(194,040)	
5520	350	70121	Fire Stations and Improvements		194,040	
				TOTALS	185,643	185,643

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 24/25

DEPARTMENT HEAD SIGNATURE DATE 5/14/25

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT AUDITOR

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Proclaim May 25th to May 31st, 2025 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Proclaim May 25th to May 31st, 2025 as "Flavored Tobacco Education and Advocacy Week" (Board Chair).

More than four out of five young adults between the ages of 18 and 24 who report using tobacco note that their first product was flavored. Unfortunately, flavored tobacco is becoming increasingly appealing to children and teens with the availability of flavors like apple, strawberry, bubblegum, and candy.

The teen volunteers of the Mariposa Chapter of Friday Night Live stand dedicated in their efforts to address this wide-spread health issue and request that the Board issue this Proclamation, the first in the nation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has, historically, proclaimed other events to shine light on similar important issues.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to recognize an important issue.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. Flavored Tobacco Ed and Adv_Proclamation_FNL_Mariposa Safe Families 2025

VOTE RESULT

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

Poe, District IV Supervisor Kiser

EXCUSED: District V Supervisor Miles Menetrey

The Mariposa County Board of Supervisors

proclaims the

Week of May 25th through the 31st, 2025

as

"Flavored Tobacco Education and Advocacy Week"

WHEREAS, vaping flavored tobacco products has been proven to be both harmful and addictive; and

WHEREAS, young people are one of the target populations for the tobacco companies flavored tobacco products; and

WHEREAS, more than four out of five young adults ages 18 to 24 who have ever used tobacco reported that their first product was flavored; and

WHEREAS, flavored tobacco products are attractive to young people and in 2021 83% of 230 Mariposa County High School students reported that flavored tobacco products (such as apple, strawberry, bubblegum, candy) are more appealing to children and teens than unflavored tobacco products, inspiring this action-based week; and

WHEREAS, in January 2023, Senate Bill 793 went into effect, prohibiting merchants from selling most flavored tobacco products throughout the state of California, including local retailers in Mariposa County; and

WHEREAS, despite the ban, flavored tobacco products remain accessible online. A study revealed that 73% of attempted online purchases of flavored e-cigarettes in San Diego were successfully processed, with only 1% of identification being checked while ordering or upon delivery, meaning Mariposa residents have similar access; and

WHEREAS, Assembly Bill 3218 (AB 3218), which went into full effect on January 1, 2025, aims to strengthen tobacco enforcement by establishing a list of permissible unflavored tobacco products and providing clearer guidelines for businesses to comply with the flavored tobacco ban; and

WHEREAS, advocating to hold local retailers and "Big Tobacco" companies accountable through enforcement of these sales restrictions, will decrease the rates at which any community member experiences nicotine addiction on top of reducing youth access to these appealing, yet harmful products; and

WHEREAS, Mariposa Safe Families, the Mariposa County Friday Night Live Partnership, and our partner agencies are dedicated to the safety and well-being of all Mariposa County students and youth; and

WHEREAS, it is critical to the health, safety, and well-being of our local youth and greater community that all Mariposans are educated and made aware of the dangers associated with flavored tobacco use.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims **May 25th through the 31st, 2025, as "Flavored Tobacco Education and Advocacy Week"** to support the efforts set forth by Mariposa Safe Families and the Mariposa Chapter of Friday Night Live to eliminate access to flavored tobacco products by youth and support educating the Mariposa community on the dangers associated with using flavored tobacco.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 20th day of May 2025, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-183

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Ratify the Signatures of the Health and Human Services Director for the Acceptance of the California Home Visiting Program (CHVP) Funding Application Agreement Number CHVP SGF EBHV-24-22 in the Amount of $410,356 for Fiscal Year 2024-2025; and Authorize the Health and Human Services Director to Sign the CHVP Funding Agreement (AFA) for the Subsequent Three (3) Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel) (4/5ths vote required)

RECOMMENDATION AND JUSTIFICATION

Ratify the Signatures of the Health and Human Services Director for the Acceptance of the California Home Visiting Program (CHVP) Funding Application Agreement Number CHVP SGF EBHV-24-22 in the Amount of $410,356 for Fiscal Year 2024-2025; and Authorize the Health and Human Services Director to Sign the CHVP Funding Agreement (AFA) for the Subsequent Three (3) Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel) (4/5ths vote required).

This Agreement is being ratified outside the current Board of Supervisor's policy due to time limitations. Pre-Approval of this grant was received on April 30, 2025 for FY 2024/2025 and the County will receive an official Approval Letter upon the approved Resolution.

This Agreement was signed by the Health and Human Services Agency Director at the request of the State.

The California Home Visiting Program (CHVP) is designed for overburdened families who are at risk for Adverse Childhood Experiences (ACE's), including child maltreatment, domestic violence, substance use disorder, and mental health related issues. Home visiting gives parents the tools and the know-how to independently raise their children. It's a preventative intervention focused on promoting positive parenting and child development. Decades of research on home visiting shows that home visits by a trained professional during pregnancy and in the first few years of life improves the lives of children and families. Giving children a solid start in their first few years of life increases the opportunity for a brighter, more prosperous future.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors previously approved the CHVP Program Funding Agreement on April 9, 2024 with Resolution 2024-128 and on February 20, 2024 with Resolution 2024-66.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve this funding agreement the agency will forfeit the California Home Visiting Program funding and the benefit to the community.

FINANCIAL IMPACT

There is no impact to the County general fund. Revenue and corresponding appropriations are included in the Fiscal Year 2024-2025 Budget 3628-401.

ATTACHMENTS

1. **AFA Approval email 4-30-25**
2. **CHVP 24-22 & CHVP 24b-22 1 AFA Checklist FY24-25**
3. **CHVP 24-22 2 Agency Information Form 8-19-24**
4. **CHVP 24-22 3 Attestation of Compliance 8-19-24**
5. **CHVP 24-22 5 SGF EBHV Budget FY 24-25 Revised 4-8-25**
6. **CHVP 24-22 6 ICR Certification Form 8-19-24**
7. **CHVP 24-22 7 Duty Statements 8-19-24**
8. **CHVP 24-22 8 ORG Chart 8-19-24**
9. **CHVP 24-22 9 SOW 8-19-24**
10. **CHVP 24-22 10 Annual Inventory Forms CDPH 1203 & 1204**
11. **CHVP 24-22 11 Sub K**
12. **CHVP 24-22 12 CPE 07-15-24**
13. **CHVP 24-22 14 Attestation - TXIX FFP 8-19-24**

VOTE RESULT

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

[AFA Pre-Approved - Pending BOS Approval] CHVP SGF EBHV 24-22 FY24-25 Mariposa County

Soto, Andria@CDPH<Andria.Soto@cdph.ca.gov>

To:Diane Robarge;Margarita King

Cc:Knight, Patricia@CDPH <Patricia.Knight@cdph.ca.gov>

Wed 4/30/2025 3:25 PM

Good afternoon,

Mariposa County's CHVP FY24-25 AFA submission review is complete - your AFA package is ready to be presented to your Board of Supervisors. We appreciate all of your patience and thoroughness throughout the review process to get your AFA submission to its current state. Following BOS approval, we will provide the county with their official approval letter.

Please let me know if you have any questions, and (PC) and I look forward to hearing from you following your Board meeting. Please let us know when you expect this to be.

We're almost to the finish line!

All the best,

Andria Soto

Contract Liaison

Contract Administrative Oversight Unit

Maternal, Child, and Adolescent Health

California Department of Public Health

andria.soto@cdph.ca.gov

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication. Your receipt of this message is not intended to waive any applicable privilege.

Confidential - Low

California Home Visiting Program
FY 2024-2025 Agreement Funding Application (AFA) Checklist

Agency Name: Mariposa County Health & Human Services Agency

Agreement Number(s): CHVP SGF EBHV 24-22

Program (Check all that apply):

☐ CHVP MIECHV ☑ CHVP EBHV ☐ CHVP INNV 1.0 ☐ CHVP INNV 2.0

Board of Supervisor approval/signature required to accept funds? ☐ Yes ☐ No

Please check the box next to all submitted documents. All documents must be submitted by email using the required naming convention on page 3.

1. ☑ **AFA Checklist**
2. ☑ **Agency Information Form** | Excel version and signed PDF.
3. ☑ **Attestation of Compliance with the Sexual Health Education Accountability Act of 2007** | Signed PDF.
4. ☐ **TXIX MCF Justification Letter** | See AFA Announcement Letter for items that need to be included in this letter. Not required if only using base MCF rate.
5. ☑ **Budget Template** | Submit for **each** funding initiative you will be participating in for FY24-25, list all staff (by position) and costs (including projected salaries and benefits, operating and ICR). Multiple tabs for completion include Original Budget and Justifications. Personnel titles must be consistent with the Duty Statements and Organizational Charts.
6. ☑ **Indirect Cost Rate (ICR) Certification Form** | Details methodology and components of the ICR for this funding. Please provide a detailed methodology in the box on page 2 of the form of how Indirect Costs are specifically broken out for CHVP.
7. ☑ **Duty Statements (DS)** | For all staff listed on each funding initiative budget – Label and number each DS according to the applicable Budget Personnel Line Item and Organization Chart for each funding initiative. Please include which funding initiative the duty statement is applicable to. **All LHJs new to CHVP will be allowed to submit their DS within 60 days of AFA approval. Please inform your CL and PC if you will *not* be submitting your DS with your AFA submission. Please reach out to your PC for assistance building your DS.
8. ☑ **Organization Chart(s)** | Of the applicable program(s), identifying all staff positions on each of the funding initiative budget(s) including their Line Item number, and the program's relationship to other services for women and children, the local health officer and overall agency.
9. ☑ **Scope of Work (SOW)** | Signed PDF for **each** funding initiative you will be participating in for FY24-25.
10. ☑ **Annual Inventory** | Forms CDPH 1203 and CDPH 1204 – if not applicable, complete the top of each form and put "N/A" in line items below.
11. ☑ **Subcontractor (SubK) Agreement Packages** | If applicable, for all SubKs of $5,000 or more. Submit Subcontract Agreement Transmittal Form, brief explanation of the award process, 3 competitive quotes (if less than three quotes include the reasoning in the explanation of award process) subcontractor agreement or waiver letter, Subk SOW, FY24-25 Budgets with detailed justifications, SubK Duty Statements, and SubK Organization Chart.

12. ☑ **Certification Statement for the Use of Certified Public Funds (CPE)** | Subks with FFP.

13. ☐ **Government Agency Taxpayer ID Form** | Form CDPH 9083, signed PDF. Only if remit to address has changed.

14. ☑ **Attestation of Compliance** | With the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff.

File Naming Convention

Please save all electronic documents using the required naming convention below:

Agreement # (space) Document # (from Checklist above) (space) Document Name (from Checklist Above) (space) MM.DD.YY

Example for CHVP Program:

CHVP 24-XX 1 AFA Checklist 6.15.24

CHVP24-XX2 Agency Information Form 6.15.24

CHVP 24-XX 3 Attestation of Compliance 6.15.24

CHVP 24-XX 4 TXIX MCF Justification Letter 06.15.24

CHVP 24-XX 5 Budget FY24-25 6.15.24

CHVP 24-XX 6 ICR Certification Form 6.15.24

CHVP 24-XX 7 DS Line 1 6.15.24

CHVP 24-XX 7 DS Line 2 6.15.24

CHVP 24-XX 7 DS Line 3 6.15.24

CHVP 24-XX 8 Org Chart 6.15.24

CHVP 24-XX 9 SOW 6.15.24

CHVP 24-XX 10 CDPH 1203 6.15.24

CHVP 24-XX 10 CDPH 1204 6.15.24

CHVP 24-XX 11 SubK Transmittal 6.15.24

CHVP 24-XX 11 SubK Budget FY24-25 6.15.24

CHVP 24-XX 11 SubK Agreement 6.15.24

CHVP 24-XX 11 SubK Award Process 6.15.24

CHVP 24-XX 12 CPE 6.15.24

CHVP 24-XX 13 CDPH 9083 Govt Agency Taxpayer ID Form 6.15.24

CHVP 24-XX 14 Attestation – TXIX FFP 7.01.24

Please contact your Contract Liaison (CL) if you have any questions.

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION

FUNDING AGREEMENT PERIOD
FY 2023-2028

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are **required to submit information when updates occur** during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each applicable program

CHVP SGF EBHV 24-22

Update Effective Date: _____(only required when submitting updates)

Federal Employer ID#:	94-6000880
FI$CAL ID#:	71859607
Complete Official Agency Name:	Mariposa County Health & Human Services Agency
Business Address:	P.O. Box 99, Mariposa, CA 95338
Agency Phone:	(209) 966-2000
Agency Fax:	(209) 966-8251
Agency Website:	HHSA@mariposacounty.org

AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION

Please enter the agreement or contract number for each of the applicable programs

CHVP SGF EBHV 24-22

Update Effective Date: _____(only required when submitting updates)

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration. I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

Original signature of official authorized to commit the Agency to a CHVP Agreement

Signature line: KKeheley

Name (Print): Kristina Keheley

Title: Interim Director Health & Human Services Agency Date: 8/12/24

Signature line: Margarita King

Name (Print): Margarita King

Title: Public Health Nurse Manager/MCAH Director_ Date: 8/1/2024

CONTACT	FIRST NAME	LAST NAME	TITLE	AUTHORIZED TO SIGN? BUDGETS	INVOICES	IF YES SELECTED, SIGN	PHONE	EMAIL ADDRESS	CHVP INITIATIVE
AGENCY EXECUTIVE DIRECTOR	Kristina	Keheley	Interim Director Health & Human Services Agency	No	No		(209) 966-2000	kkeheley@mariposacounty.org	SGF EBHV
MCAH DIRECTOR	Margarita	King	Public Health Nurse Manager	Yes	Yes		(209) 966-3689	margaritaking@mariposacounty.org	SGF EBHV
PROJECT COORDINATOR	Margarita	King	Public Health Nurse Manager	No	No		(209) 966-3689	margaritaking@mariposacounty.org	SGF EBHV
FISCAL OFFICER	Diane	Robarge	Administrative Analyst	Yes	Yes		(209) 742-0953	drobarge@mariposacounty.org	SGF EBHV
FISCAL CONTACT	Diane	Robarge	Administrative Analyst	Yes	Yes		(209) 742-0953	drobarge@mariposacounty.org	SGF EBHV
CLERK OF THE BOARD or	Danielle	Bondshu	Clerk of the Board	No	No		(209) 966-3222	dbondshu@mariposacounty.org	SGF EBHV
CHAIR BOARD OF SUPERVISORS	Miles	Menetrey	Chair of the Board of Supervisors	No	No		(209) 966-3222	mmenetrey@mariposacounty.org	SGF EBHV
OFFICIAL AUTHORIZED TO COMMIT AGENCY	Kristina	Keheley	Interim Director Health & Human Services Agency	No	No		(209) 966-2000	kkeheley@mariposacounty.org	SGF EBHV
ADDITIONAL CONTACTS									
									SGF EBHV
									SGF EBHV

All payments from CDPH to the Contractor shall be sent to the following address:

REMITTANCE ADDRESS	
Federal ID #:	94-6000880
FISCAL ID #:	71859607
Contractor:	Mariposa County Health & Human Services Agency
Attention: "Cashier"	
Address:	P.O. Box 99, Mariposa, CA 95338
Contact Number:	(209) 966-2000
Email:	drobarge@mariposacounty.org

Either party may make changes to the information above by giving written notice to the other party.
Said changes shall not require an amendment to this agreement, but will require a new STD204 Payee Data Record or CDPH9083 Government Agency Taxpayer Form.
Always include this remittance address on your invoice.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Agency Name: Mariposa County Health & Human Services Agency

Agreement/Grant Number: CHVP SGF EBHV 24-22

Compliance Attestation for Fiscal Year: 2024-2025

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter, the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Signed

Mariposa County Health & Human Services Agency

Agency Name

CHVP SGF EBHV 24-22

Agreement/Grant Number

Margarita King

Signature of MCAH Director
Signature of AFLP Director (CBOs only)

8/1/2024

Date

Margarita King

Printed Name of MCAH Director
Printed Name of AFLP Director (CBOs only)

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

(7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

GUIDE

Version 7.0 - 150 Quarterly 4.20.20

BUDGET | INVOICES | BUDGET REVISIONS | SUBK | SHORTCUTS | FILE NAME

This guide is intended to provide basic instructions for completing the Block Grant budget/invoice template.
If you need additional assistance please contact your Contract Manager.

All data entry fields are shaded yellow.

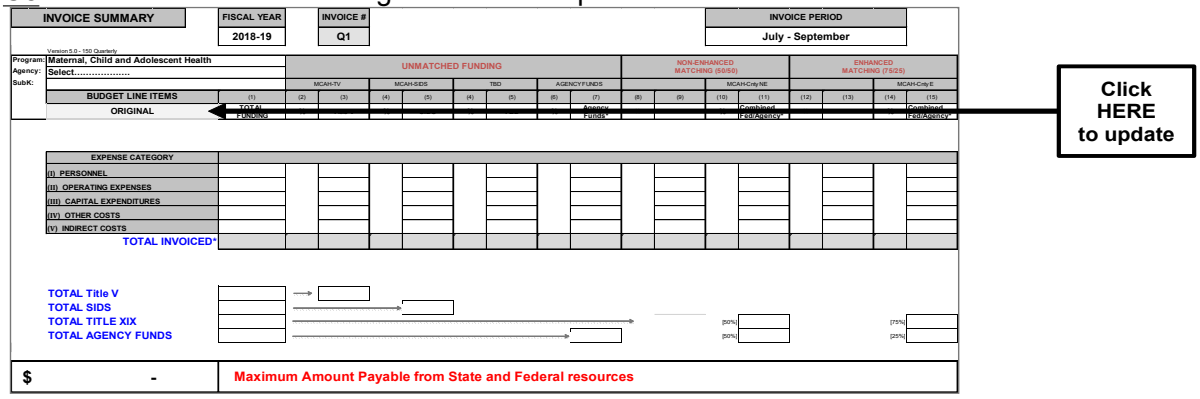
To ensure that all steps are completed, it is recommended that you click on step 1 and move the cursor down as you complete each step below:

ORIGINAL BUDGET

1. In cell C4, select the applicable program budget from the drop down menu.
2. In cell C5, select your Agency from the drop down menu.
3. In cell C6, enter the name of the subcontract (if applicable).
   You may need to change the view settings and zoom out in order to see the remaining steps clearly.
4. In cell H9, the current allocation for Title V will automatically populate.
   You can access the current fiscal year allocation tables by using the following weblink: MCAH Fiscal Documents
5. In cell J9, the current allocation will automatically populate depending on the selected program (SIDS for MCAH, SGF for BIH, or OAH for AFLP).
6. In the Personnel Detail section enter the full name, title or classification, FTE, and annual salary for all staff. For agencies drawing down Title XIX, you can use time study averages from prior years to complete the matchable columns (8, 10, 12, & 14) for Personnel. Enter the average Fringe Benefit Rate that will be applied to all staff in cell E126.
7. In the Operating Expense Detail section enter all operating expense data for each applicable program. Please note, column 10 will automatically calculate your maximum matchable percentage once the personnel section has been completed. However, for non-matchable items, make sure to delete the formula.
8. In the Capital Expenditures Detail section enter the total for any capital expenditures ($5,000+).
9. In the Other Costs Detail section, enter the budget totals for any subcontracts or other charges. You must use a new template for each subcontract. The total funding and percentages from row 17 of the Subcontract Original Budget must be copied and pasted into the Subcontract section of the Agency's Original Budget. Please note, column 10 will automatically calculate your maximum matchable percentage once the personnel section has been completed. Make sure to remove the formula for all non-matchable items.
10. In the Indirect Costs Detail section, the agency's indirect cost rate that was approved by CDPH will autopopulate with the maximum rate approved by CDPH. A lower rate if justified is allowable. The ICR will be capped at no more than 25% of Personnel (salary and benefits) Costs or 15% of total allowable direct costs.
11. Click on the (I) Justification worksheet and enter the Program (column K), MCF Type (column L), MCF% (column M) and justifications for each personnel line item. If you are claiming a MCF higher than the Base MCF you must meet the MCF Requirements.
12. Click on the (II-V) Justifications worksheet and enter justifications for Operating Expenses, Capital Expenditures, and Other Costs.
13. Click on the Original Budget worksheet. Make sure the balances in row 18 are less than $0.01.
14. Save the file using the File Name formats.

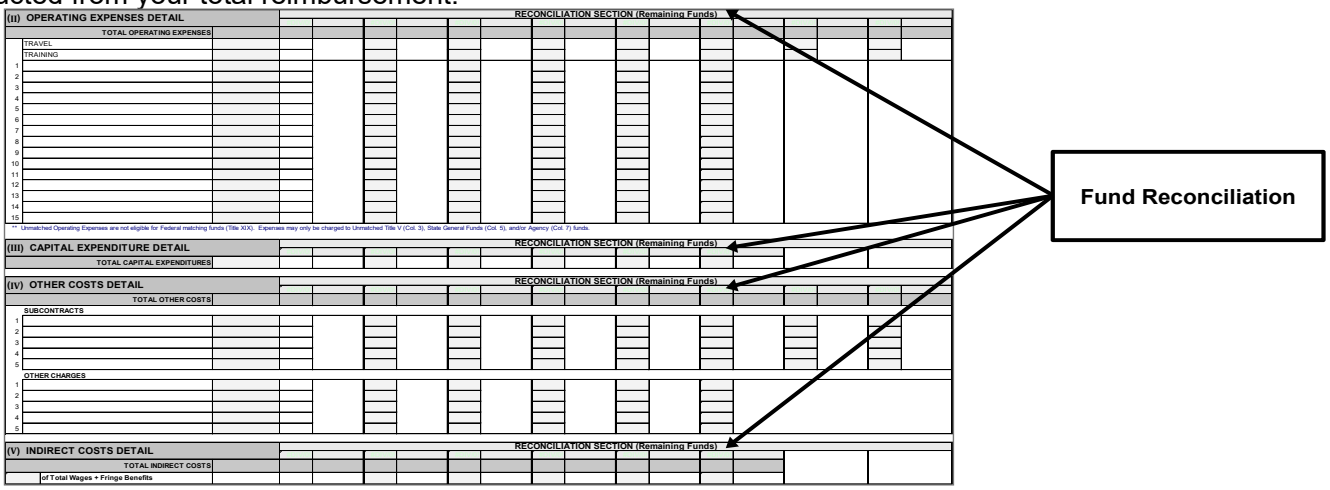
INVOICES

The template automatically populates the operating and personnel line items from the “ACTIVE” budget and displays them in the current invoice. It is important that you indicate which budget the invoice is being paid from in order to display the correct line items in the personnel and operating expense sections. To update, click on cell C8 and select the current budget from the drop down menu.



Invoice Fund Reconciliation

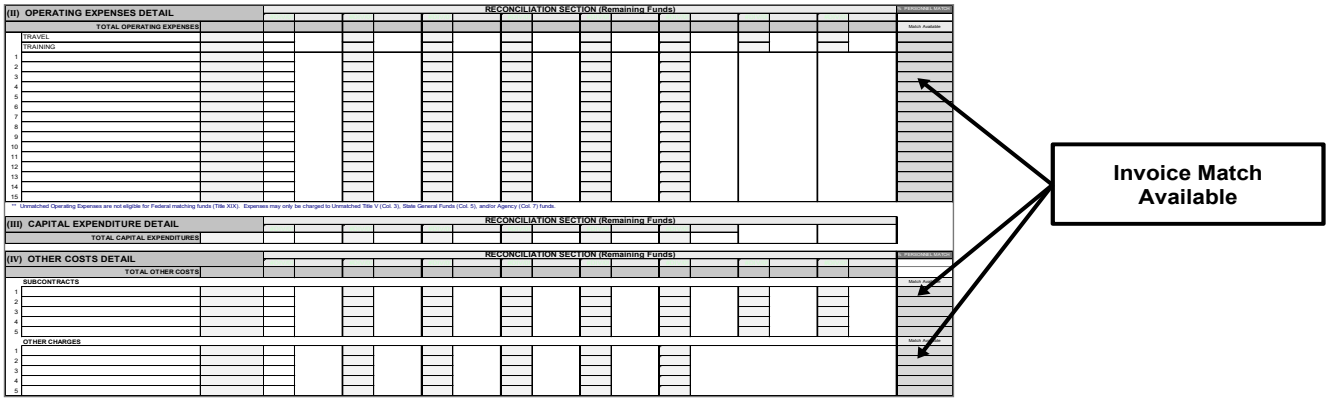
Invoices are now tracking fund balances in the "RECONCILIATION SECTION" above each major expense category. The fund reconciliation section shows the remaining balance of each funding source up to the current invoice only. Keep in mind, if there are any negatives in the fund reconciliation section they will automatically be deducted from your total reimbursement.



GA

Invoice Match Available

Located on the right side of the Operating Expenses Detail Page and the Other Costs Detail Page is the Match Available section. Only line items that were budgeted in the Enhanced and Non-Enhanced columns of the Active budget can be invoiced in the Enhanced and Non-Enhanced columns. If a line item has not been budgeted in the matchable columns but is being invoiced in the matchable columns, the cell will turn orange and the word "CHECK" will appear in the Match Available column. Please be sure to make any corrections, if necessary.



Personnel Match Validation

Only line items that were budgeted in the Enhanced and Non-Enhanced columns of the Active budget can be invoiced in the Enhanced and Non-Enhanced columns. If a line item in the Personnel section has **not** been budgeted in the matchable columns but is being invoiced in the matchable columns, the cell will turn orange. Please be sure to make any corrections, if necessary.

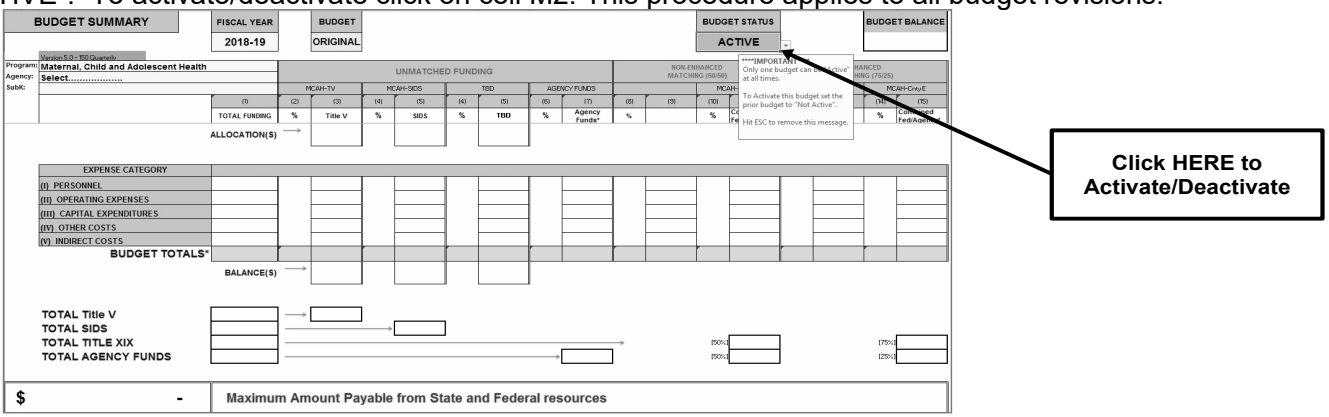
Title XIX Cover Sheets (New)

The template automatically populates the TXIX Cover Sheets for every invoice (Q1, Q2, Q3, Q4, and S1). Please print, sign and include the TXIX Cover Sheet in your invoice package.

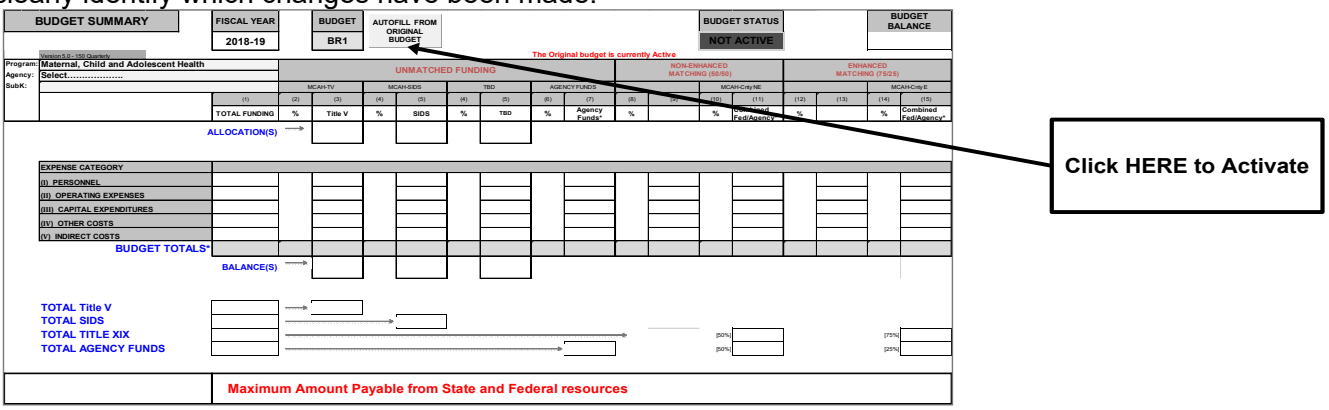
BUDGET REVISIONS

This template provides a maximum of three possible budget revisions. The values of the BR1, BR2, and BR3 sheets are identical to the ORIGINAL BUDGET. **Be sure to overwrite the values on the budget revision sheets only. Do not change any prior approved budgets in order to retain audit history.**

The template keeps track of the budget revisions by indicating "ACTIVE" or "NON-ACTIVE" on each budget sheet. The ORIGINAL BUDGET is currently the "ACTIVE" budget and should you need a budget revision, you will need to change the ORIGINAL BUDGET to "NON-ACTIVE" before you can make the budget revision (BR1) "ACTIVE". To activate/deactivate click on cell M2. This procedure applies to all budget revisions.

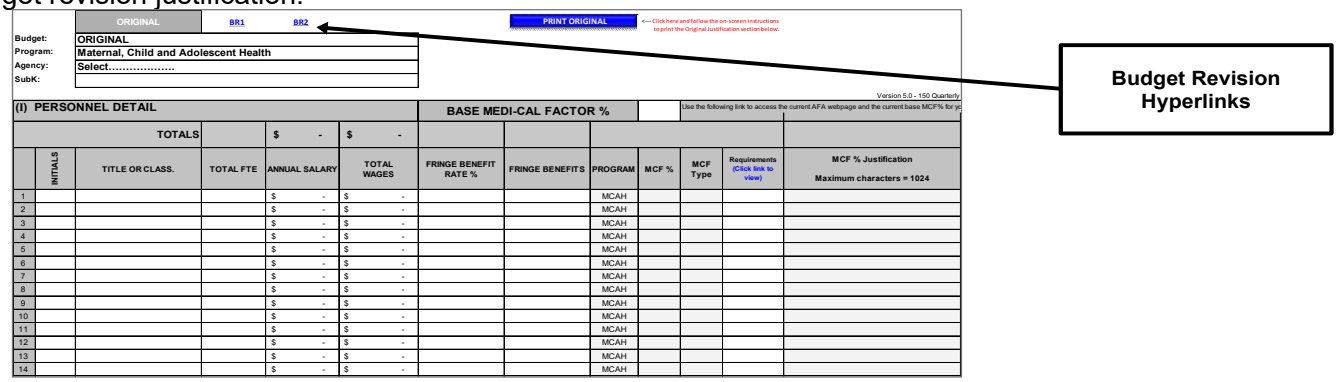


The Autofill Button at the top, middle of the page can be clicked to copy the values from the previously active budget. Change amounts as needed for each section. The cells changed will turn blue and **bold** the print. This will clearly identify which changes have been made.



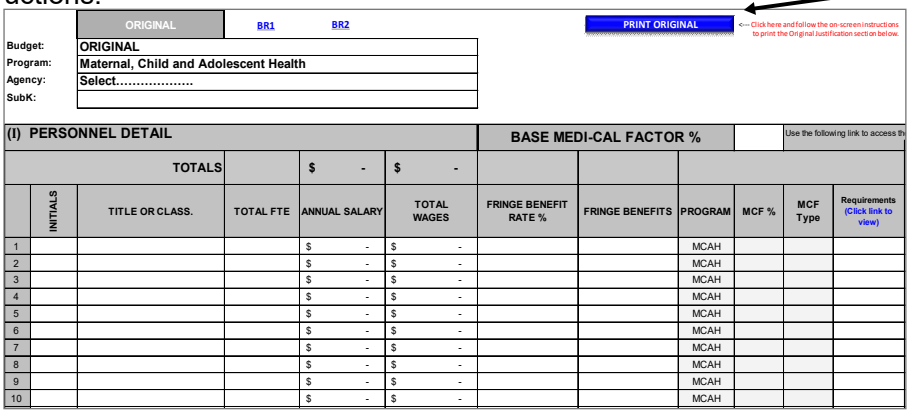
Budget Revision Hyperlinks

At the top of each justification sheet, you will find hyperlinks for BR1, BR2, and BR3. The hyperlinks allow you to easily access the justification section for each budget revision. The justification sheets will clearly indicate "ACTIVE" or "NOT ACTIVE" depending on the activated budget. For your convenience, the initial values on the budget revisions will be identical. Any changes to the budget revision justifications will carry over to the next budget revision justification.



Set Print Area

Each justification sheet contains three budget revision sections. In order to print the correct justification for each budget revision you must change the print area . To do this click on the "PRINT" button and follow the on-screen instructions.



SUBK - SUBCONTRACTS

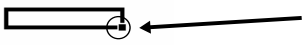
For agencies that have subcontracts, you will need to use a new template to keep track of the budget and invoices. Be sure to indicate the name of the SubK in cell C6 on the Original Budget sheet.
Once the budget has been developed, you must transfer the percentages and total funding amount from Row 17 of the SubK Original Budget sheet to the Agency Original Budget sheet in the Subcontract section.

IMPORTANT: Be sure to copy and paste the values from the SubK budget into the Agency budget. Be sure to use the Paste Special function to prevent the formatting from being changed.
The totals will not be accurate if you hard type the percentages.

SHORTCUTS

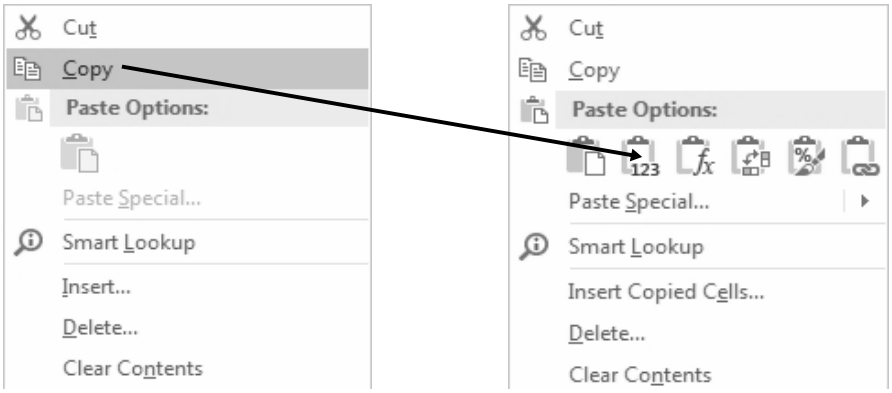
AutoFill Function

To copy data from one cell down to another without changing the format, use the right mouse button and click on the small square in the bottom right corner of the first cell, then drag down to the next cell. Finally, release the button and choose 'Fill Without Formatting'.



Paste Special Instructions

To copy data from cell to another without changing the format, right click on the first cell(s) and choose copy. Now click and/or highlight the cell(s) you would like to paste into. With your cursor on the highlighted cell(s) right click and choose 'Paste Special'. Make sure to choose 'Values' from the list of choices.



FILE NAME

Please use the following file name formats when saving this template:

Counties

[Agreement #] [Program] [Budget/Invoice] [Date]

*Examples: 201801 MCAH Q1 070118
201801 MCAH BR1 070118

CBOs

[Contract #] [FY] [Program] [Amendment/Invoice] [Date]

*Example: 17-10023 FY17-18 AFLP Q2 070118
17-10023 FY17-18 AFLP A01 070118

California Department of Public Health — Maternal, Child and Adolescent Health Division

BUDGET SUMMARY

FISCAL YEAR	BUDGET	BUDGET STATUS	BUDGET BALANCE
2024-25	ORIGINAL	ACTIVE	0.00

Version 7.0 - 150 Quarterly 4.20.20

Program: California Home Visiting Program (SGF)
Agency: CHVP 24-22 MARIPOSA
SubK:

		UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
		CHVP - SGF		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E	
	(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
	TOTAL FUNDING	%	CHVP - SGF	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
ALLOCATION(S) →			410,356.00										#VALUE!
(I) PERSONNEL	274,935.53		274,935.53		0.00		0.00		0.00		0.00		0.00
(II) OPERATING EXPENSES	58,229.59		58,229.59		0.00		0.00		0.00		0.00		0.00
(III) CAPITAL EXPENDITURES	0.00		0.00		0.00		0.00		0.00		0.00		0.00
(IV) OTHER COSTS	8,457.00		8,457.00		0.00		0.00		0.00		0.00		0.00
(V) INDIRECT COSTS	68,733.88		68,733.88		0.00		0.00		0.00		0.00		0.00
BUDGET TOTALS*	410,356.00	100.00%	410,356.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
BALANCE(S) →			0.00										

TOTAL CHVP - SGF	410,356.00	→	410,356.00			[50%]	0.00			[25%]	0.00		
TOTAL TITLE XIX	0.00	→				[50%]	0.00	[50%]	0.00	[75%]	0.00	[75%]	0.00
TOTAL AGENCY FUNDS	0.00	→			0.00			[50%]	0.00			[25%]	0.00

$ 410,356.00 — **Maximum Amount Payable from State and Federal resources**

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

MCAH/PROJECT DIRECTOR'S SIGNATURE — DATE

AGENCY FISCAL AGENT'S SIGNATURE — DATE

* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT		CHVP - SGF	AGENCY FUNDS	CHVP-SGF-NE	CHVP-Cnty NE	CHVP-SGF-E	CHVP-Cnty E
	PCA Codes	51023		51021	TBD	51022	TBD
(I) PERSONNEL		274,935.53		0.00	0.00	0.00	0.00
(II) OPERATING EXPENSES		58,229.59		0.00	0.00	0.00	0.00
(III) CAPITAL EXPENSES		0.00		0.00	0.00	0.00	0.00
(IV) OTHER COSTS		8,457.00		0.00	0.00	0.00	0.00
(V) INDIRECT COSTS		68,733.88		0.00	0.00	0.00	0.00
Totals for PCA Codes	410,356.00	410,356.00		0.00	0.00	0.00	0.00

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

Program:	California Home Visiting Program (SGF)
Agency:	CHVP 24-22 MARIPOSA
SubK:	

			UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)				
			CHVP - SGF		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E		
		(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
		TOTAL FUNDING	%	CHVP - SGF	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*	
(II) OPERATING EXPENSES DETAIL							% TRAVEL NON-ENH MATCH				% TRAVEL ENH MATCH				% PERSONNEL MATCH
							0.00%				0.00%				0.00%
	TOTAL OPERATING EXPENSES	**58,229.59**		**58,229.59**		**0.00**		**0.00**		**0.00**		**0.00**		**0.00**	Match Available
	TRAVEL	0.00		0.00		0.00		0.00		0.00		0.00		0.00	
	TRAINING	31,193.00	100.00%	31,193.00		0.00	0.00%	0.00		0.00		0.00		0.00	**0.00%**
1	Office	5,006.40	100.00%	5,006.40		0.00	0.00%	0.00		0.00					**0.00%**
2	Qualtrics Quality Management software program	18,675.00	100.00%	18,675.00		0.00	0.00%	0.00		0.00					**0.00%**
3	Renewal RN/PHN Fees	1,500.00	100.00%	1,500.00		0.00	0.00%	0.00		0.00					**0.00%**
4	Office Furniture	1,855.19	100.00%	1,855.19		0.00	0.00%	0.00		0.00					**0.00%**
5				0.00		0.00		0.00		0.00					
6				0.00		0.00		0.00		0.00					
7				0.00		0.00		0.00		0.00					
8				0.00		0.00		0.00		0.00					
9				0.00		0.00		0.00		0.00					
10				0.00		0.00		0.00		0.00					
11				0.00		0.00		0.00		0.00					
12				0.00		0.00		0.00		0.00					
13				0.00		0.00		0.00		0.00					
14				0.00		0.00		0.00		0.00					
15				0.00		0.00		0.00		0.00					

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL															
	TOTAL CAPITAL EXPENDITURES			0.00		0.00		0.00		0.00					

(IV) OTHER COSTS DETAIL															% PERSONNEL MATCH
															0.00%
	TOTAL OTHER COSTS	**8,457.00**		**8,457.00**		**0.00**		**0.00**		**0.00**		**0.00**		**0.00**	
	SUBCONTRACTS														
1				0.00		0.00		0.00		0.00		0.00		0.00	
2				0.00		0.00		0.00		0.00		0.00		0.00	
3				0.00		0.00		0.00		0.00		0.00		0.00	
4				0.00		0.00		0.00		0.00		0.00		0.00	
5				0.00		0.00		0.00		0.00		0.00		0.00	
6				0.00		0.00		0.00		0.00		0		0	
7				0.00		0.00		0.00		0.00		0		0	
8				0.00		0.00		0.00		0.00		0		0	
	OTHER CHARGES														Match Available
1	Lactatation supplies (nipple shields, nursing pads, SNS kit,syringes, exam gloves)	1,157.00	100.00%	1,157.00		0.00	0.00%	0.00		0.00					**0.00%**
2	Lenovo Tablet	500.00	100.00%	500.00		0.00	0.00%	0.00		0.00					**0.00%**
4	Stethoscopes	300.00	100.00%	300.00		0.00	0.00%	0.00		0.00					**0.00%**
5	Thermometers	100.00	100.00%	100.00		0.00	0.00%	0.00		0.00					**0.00%**
6	Emergency Supplies	5,000.00	100.00%	5,000.00		0.00	0.00%	0.00		0.00					**0.00%**
7	Client Support	1,400.00	100.00%	1,400.00		0.00	0.00%	0.00		0.00					**0.00%**
8				0.00		0.00		0.00		0.00					

(V) INDIRECT COSTS DETAIL															
	TOTAL INDIRECT COSTS	**68,733.88**		**68,733.88**		**0.00**		**0.00**		**0.00**					
25.00%	**of Total Wages + Fringe Benefits**	68,733.88	100.00%	68,733.88		0.00	0.00%	0.00		0.00					

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

Program:	**California Home Visiting Program (SGF)**
Agency:	**CHVP 24-22 MARIPOSA**
SubK:	

		UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)					
		CHVP - SGF		AGENCY FUNDS		CHVP-SGF-NE		CHVP-Cnty NE		CHVP-SGF-E		CHVP-Cnty E			
	(1)	(2)	(3)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)		
	TOTAL FUNDING	**%**	**CHVP - SGF**	**%**	**Agency Funds***	**%**	**Combined Fed/State**	**%**	**Combined Fed/Agency***	**%**	**Combined Fed/State**	**%**	**Combined Fed/Agency***		
(I) PERSONNEL DETAIL															
TOTAL PERSONNEL COSTS	**274,935.53**		**274,935.53**		**0.00**		**0.00**		**0.00**		**0.00**		**0.00**		
FRINGE BENEFIT RATE 43.67%	83,569.53		83,569.53		0.00		0.00		0.00		0.00		0.00		
TOTAL WAGES	191,366.00		191,366.00		0.00		0.00		0.00		0.00		0.00		

	FULL NAME (First Name Last Name)	TITLE OR CLASSIFICATION (No Acronyms)	% FTE	ANNUAL SALARY	TOTAL WAGES											J-Pers MCF Per Staff	Staff Traveling (X)
1	Kimberly Ballard	Deputy Director Public Health	2.00%	105,097.32	2,102.00	100.00%	2,102.00		0.00		0.00		0.00		0.00	36.90%	
2	Margarita King	MCAH/CHVP Director	20.00%	141,028.89	28,206.00	100.00%	28,206.00		0.00		0.00		0.00		0.00	36.90%	x
3	Vacant	Public Health Nurse	75.00%	91,011.56	68,259.00	100.00%	68,259.00		0.00		0.00		0.00		0.00	36.90%	x
4	Rebecca Ballanger	Public Health Nurse	25.00%	100,605.31	25,151.00	100.00%	25,151.00		0.00		0.00		0.00		0.00	36.90%	x
5	Marti Fazio	Public Health Nurse	30.00%	60,363.49	18,109.00	100.00%	18,109.00		0.00		0.00		0.00		0.00	36.90%	x
6	Imrinder Toor	Administrative Analyst	21.00%	86,908.72	18,251.00	100.00%	18,251.00		0.00		0.00		0.00		0.00	36.90%	
7	Kelly Harrison	Program Specialist Lactation Consultant	28.00%	68,469.64	19,171.00	100.00%	19,171.00		0.00		0.00		0.00		0.00	36.90%	x
8	Diane Robarge	Administrative Analyst	8.00%	91,180.04	7,294.00	100.00%	7,294.00		0.00		0.00		0.00		0.00	36.90%	
9	Dana White	Accounting Technician	8.00%	60,286.26	4,823.00	100.00%	4,823.00		0.00		0.00		0.00		0.00	36.90%	
10					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
11					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
12					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
13					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
14					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
15					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
16					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
17					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
18					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
19					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
20					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
21					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
22					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
23					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
24					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
25					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
26					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
27					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
28					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
29					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	
30					0.00		0.00		0.00		0.00		0.00		0.00	0.00%	

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

Budget:	**ORIGINAL**
Program:	**California Home Visiting Program (SGF)**
Agency:	**CHVP 24-22 MARIPOSA**
SubK:	**0**

Version 7.0 - 150 Quarterly 4.20.20

(I) PERSONNEL DETAIL

BASE MEDI-CAL FACTOR % **36.90%** Use the following link to access the current AFA webpage and the current base MCF% for your agency:

			TOTALS	2.17	$ 804,951.23	$ 191,366.00		83,569.53					
	FULL NAME	**TITLE OR CLASS.**	**TOTAL FTE**	**ANNUAL SALARY**	**TOTAL WAGES**	**FRINGE BENEFIT RATE %**	**FRINGE BENEFITS**	**PROGRAM**	**MCF %**	**MCF Type**	**Requirements (Click link to view)**	**MCF % Justification Maximum characters = 1024**
1	Kimberly Ballard	Deputy Director Public Health	2.00%	$ 105,097	$ 2,102	43.67%	917.94	CHVP	36.90%	Base		Supervises PHN Manager who serves as the MCAH Director.
2	Margarita King	MCAH/CHVP Director	20.00%	$ 141,029	$ 28,206	43.67%	12,317.56	CHVP	36.90%	Base		
3	Vacant	Public Health Nurse	75.00%	$ 91,012	$ 68,259	43.67%	29,808.71	CHVP	36.90%	Base		
4	Rebecca Ballanger	Public Health Nurse	25.00%	$ 100,605	$ 25,151	43.67%	10,983.44	CHVP	36.90%	Base		
5	Marti Fazio	Public Health Nurse	30.00%	$ 60,363	$ 18,109	43.67%	7,908.20	CHVP	36.90%	Base		
6	Imrinder Toor	Administrative Analyst	21.00%	$ 86,909	$ 18,251	43.67%	7,970.21	CHVP	36.90%	Base		
7	Kelly Harrison	Program Specialist Lactation Consul	28.00%	$ 68,470	$ 19,171	43.67%	8,371.98	CHVP	36.90%	Base		
8	Diane Robarge	Administrative Analyst	8.00%	$ 91,180	$ 7,294	43.67%	3,185.29	CHVP	36.90%	Base		
9	Dana White	Accounting Technician	8.00%	$ 60,286	$ 4,823	43.67%	2,106.20	CHVP	36.90%	Base		
10			0.00%	$ -	$ -				0.00%	0		
11			0.00%	$ -	$ -				0.00%	0		
12			0.00%	$ -	$ -				0.00%	0		
13			0.00%	$ -	$ -				0.00%	0		
14			0.00%	$ -	$ -				0.00%	0		
15			0.00%	$ -	$ -				0.00%	0		
16			0.00%	$ -	$ -				0.00%	0		
17			0.00%	$ -	$ -				0.00%	0		
18			0.00%	$ -	$ -				0.00%	0		
19			0.00%	$ -	$ -				0.00%	0		
20			0.00%	$ -	$ -				0.00%	0		
21			0.00%	$ -	$ -				0.00%	0		
22			0.00%	$ -	$ -				0.00%	0		
23			0.00%	$ -	$ -				0.00%	0		
24			0.00%	$ -	$ -				0.00%	0		
25			0.00%	$ -	$ -				0.00%	0		
26			0.00%	$ -	$ -				0.00%	0		
27			0.00%	$ -	$ -				0.00%	0		
28			0.00%	$ -	$ -				0.00%	0		
29			0.00%	$ -	$ -				0.00%	0		
30			0.00%	$ -	$ -				0.00%	0		
31			0.00%	$ -	$ -				0.00%	0		
32			0.00%	$ -	$ -				0.00%	0		
33			0.00%	$ -	$ -				0.00%	0		
34			0.00%	$ -	$ -				0.00%	0		
35			0.00%	$ -	$ -				0.00%	0		
36			0.00%	$ -	$ -				0.00%	0		
37			0.00%	$ -	$ -				0.00%	0		
38			0.00%	$ -	$ -				0.00%	0		
39			0.00%	$ -	$ -				0.00%	0		
40			0.00%	$ -	$ -				0.00%	0		
41			0.00%	$ -	$ -				0.00%	0		
42			0.00%	$ -	$ -				0.00%	0		
43			0.00%	$ -	$ -				0.00%	0		
44			0.00%	$ -	$ -				0.00%	0		

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

Budget:	**ORIGINAL**
Program:	**California Home Visiting Program (SGF)**
Agency:	**CHVP 24-22 MARIPOSA**
SubK:	**0**

Version 7.0 - 150 Quarterly 4.20.20

45			0.00%	$ -	$ -				0.00%	0		
46			0.00%	$ -	$ -				0.00%	0		
47			0.00%	$ -	$ -				0.00%	0		
48			0.00%	$ -	$ -				0.00%	0		
49			0.00%	$ -	$ -				0.00%	0		
50			0.00%	$ -	$ -				0.00%	0		
51			0.00%	$ -	$ -				0.00%	0		
52			0.00%	$ -	$ -				0.00%	0		
53			0.00%	$ -	$ -				0.00%	0		
54			0.00%	$ -	$ -				0.00%	0		
55			0.00%	$ -	$ -				0.00%	0		
56			0.00%	$ -	$ -				0.00%	0		
57			0.00%	$ -	$ -				0.00%	0		
58			0.00%	$ -	$ -				0.00%	0		
59			0.00%	$ -	$ -				0.00%	0		
60			0.00%	$ -	$ -				0.00%	0		
61			0.00%	$ -	$ -				0.00%	0		
62			0.00%	$ -	$ -				0.00%	0		
63			0.00%	$ -	$ -				0.00%	0		
64			0.00%	$ -	$ -				0.00%	0		
65			0.00%	$ -	$ -				0.00%	0		
66			0.00%	$ -	$ -				0.00%	0		
67			0.00%	$ -	$ -				0.00%	0		
68			0.00%	$ -	$ -				0.00%	0		
69			0.00%	$ -	$ -				0.00%	0		
70			0.00%	$ -	$ -				0.00%	0		
71			0.00%	$ -	$ -				0.00%	0		
72			0.00%	$ -	$ -				0.00%	0		
73			0.00%	$ -	$ -				0.00%	0		
74			0.00%	$ -	$ -				0.00%	0		
75			0.00%	$ -	$ -				0.00%	0		
76			0.00%	$ -	$ -				0.00%	0		
77			0.00%	$ -	$ -				0.00%	0		
78			0.00%	$ -	$ -				0.00%	0		
79			0.00%	$ -	$ -				0.00%	0		
80			0.00%	$ -	$ -				0.00%	0		
81			0.00%	$ -	$ -				0.00%	0		
82			0.00%	$ -	$ -				0.00%	0		
83			0.00%	$ -	$ -				0.00%	0		
84			0.00%	$ -	$ -				0.00%	0		
85			0.00%	$ -	$ -				0.00%	0		
86			0.00%	$ -	$ -				0.00%	0		
87			0.00%	$ -	$ -				0.00%	0		
88			0.00%	$ -	$ -				0.00%	0		
89			0.00%	$ -	$ -				0.00%	0		
90			0.00%	$ -	$ -				0.00%	0		
91			0.00%	$ -	$ -				0.00%	0		
92			0.00%	$ -	$ -				0.00%	0		
93			0.00%	$ -	$ -				0.00%	0		
94			0.00%	$ -	$ -				0.00%	0		
95			0.00%	$ -	$ -				0.00%	0		
96			0.00%	$ -	$ -				0.00%	0		
97			0.00%	$ -	$ -				0.00%	0		

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

Budget:	**ORIGINAL**
Program:	**California Home Visiting Program (SGF)**
Agency:	**CHVP 24-22 MARIPOSA**
SubK:	**0**

Version 7.0 - 150 Quarterly 4.20.20

98			0.00%	$ -	$ -				0.00%	0		
99			0.00%	$ -	$ -				0.00%	0		
100			0.00%	$ -	$ -				0.00%	0		
101			0.00%	$ -	$ -				0.00%	0		
102			0.00%	$ -	$ -				0.00%	0		
103			0.00%	$ -	$ -				0.00%	0		
104			0.00%	$ -	$ -				0.00%	0		
105			0.00%	$ -	$ -				0.00%	0		
106			0.00%	$ -	$ -				0.00%	0		
107			0.00%	$ -	$ -				0.00%	0		
108			0.00%	$ -	$ -				0.00%	0		
109			0.00%	$ -	$ -				0.00%	0		
110			0.00%	$ -	$ -				0.00%	0		
111			0.00%	$ -	$ -				0.00%	0		
112			0.00%	$ -	$ -				0.00%	0		
113			0.00%	$ -	$ -				0.00%	0		
114			0.00%	$ -	$ -				0.00%	0		
115			0.00%	$ -	$ -				0.00%	0		
116			0.00%	$ -	$ -				0.00%	0		
117			0.00%	$ -	$ -				0.00%	0		
118			0.00%	$ -	$ -				0.00%	0		
119			0.00%	$ -	$ -				0.00%	0		
120			0.00%	$ -	$ -				0.00%	0		
121			0.00%	$ -	$ -				0.00%	0		
122			0.00%	$ -	$ -				0.00%	0		
123			0.00%	$ -	$ -				0.00%	0		
124			0.00%	$ -	$ -				0.00%	0		
125			0.00%	$ -	$ -				0.00%	0		
126			0.00%	$ -	$ -				0.00%	0		
127			0.00%	$ -	$ -				0.00%	0		
128			0.00%	$ -	$ -				0.00%	0		
129			0.00%	$ -	$ -				0.00%	0		
130			0.00%	$ -	$ -				0.00%	0		
131			0.00%	$ -	$ -				0.00%	0		
132			0.00%	$ -	$ -				0.00%	0		
133			0.00%	$ -	$ -				0.00%	0		
134			0.00%	$ -	$ -				0.00%	0		
135			0.00%	$ -	$ -				0.00%	0		
136			0.00%	$ -	$ -				0.00%	0		
137			0.00%	$ -	$ -				0.00%	0		
138			0.00%	$ -	$ -				0.00%	0		
139			0.00%	$ -	$ -				0.00%	0		
140			0.00%	$ -	$ -				0.00%	0		
141			0.00%	$ -	$ -				0.00%	0		
142			0.00%	$ -	$ -				0.00%	0		
143			0.00%	$ -	$ -				0.00%	0		
144			0.00%	$ -	$ -				0.00%	0		
145			0.00%	$ -	$ -				0.00%	0		
146			0.00%	$ -	$ -				0.00%	0		
147			0.00%	$ -	$ -				0.00%	0		
148			0.00%	$ -	$ -				0.00%	0		
149			0.00%	$ -	$ -				0.00%	0		
150			0.00%	$ -	$ -				0.00%	0		

Budget:	**ORIGINAL**
Program:	**California Home Visiting Program (SGF)**
Agency:	**CHVP 24-22 MARIPOSA**
SubK:	**0**

Version 7.0 - 150 Quarterly 4.20.20

(II) OPERATING EXPENSES JUSTIFICATION

	TOTAL OPERATING EXPENSES	TITLE V & TITLE XIX TOTAL	
	TRAVEL	0.00	
	TRAINING	31,193.00	Gold Lactation Conference (online) $270. Lactation Consultant - IBCLC will be attending to provide update to anything regarding the topics of breastfeeding for the clients that she will be serving in this program.Motivational Interviews (Special Support Training) Tobacco Cessation intervention for CWS/Home Visiting to quit tobacco. This training is in class training only. CHVP can assist clients with the home visiting nurse program quit tobacco. $1,400 per person x 5 staff = $7,000. (Special Support Activity) The nurses will teach the CHVP families- heart saving CPR to families who may want to learn this for their families. The nurse will take a training course and buy some supplies to teach the families.$500. HFA annual fee based on maximum of 25 families $4,000. HFA Application Fee for Affiliation $500. HFA Direct Staff Training $1,250 ea x 2 = $2,500. HFA Supervisor Training 1 x $2,015. HFA Program Manager Training 1 x $2,715. Total = $11,730. Field will not let me add $5,693 HFA training. $17,423. HFA training up to 3-staff members $6,000-$6,270.
1	Office	5,006.40	Office supplies for local program staff to perform workplan requirements which includes paper, pens, general offic supplies, folders,etc and includes copy machine costs, copier cartridges. Approx 12 mos $417.20 per month = $5,006.40
2	Qualtrics Quality Management software program	18,675.00	The local program will need the services of this survey program to assist in gatherine local data for the needs assess, quality improvement activities 12- month software $15,800 + Service $2,875 = $18,875 per quote from vendor.
3	Renewal RN/PHN Fees	1,500.00	(Special Support Activity) There will be two nurses who are PHN's in the program who will need licenses and certification renewal plus the continuing education and CPR courses (PHN Mgr & PHN positions)
4	Office Furniture	1,855.19	UPLIFT Standing adjustable desk $1,655 + tax/shipping = $1,855.TOTAL = $1,855.19
5	0	0.00	
6	0	0.00	
7	0	0.00	
8	0	0.00	
9	0	0.00	
10	0	0.00	
11	0	0.00	
12	0	0.00	

Budget:	**ORIGINAL**
Program:	**California Home Visiting Program (SGF)**
Agency:	**CHVP 24-22 MARIPOSA**
SubK:	**0**

13	0	0.00	
14	0	0.00	
15	0	0.00	

(III) CAPITAL EXPENDITURE JUSTIFICATION

TOTAL CAPITAL EXPENDITURES	**0.00**	

(IV) OTHER COSTS JUSTIFICATION

TOTAL OTHER COSTS	**8,457.00**		
SUBCONTRACTS			
1	0	0.00	Recruitment for Vacant PHN per quote 25% of annual PHN salary = $87,511 x 25% = $21,878.
2	0	0.00	
3	0	0.00	
4	0	0.00	
5	0	0.00	
OTHER CHARGES			
1	Lactatation supplies (nipple shields, nursing pads, SNS kit,syrir	1,157.00	Special Support funds - Nipple shields, hdrogel pads, therapearlreast pads, SNS Kit, 20 ml syringes, exam gloves for use for one on one education/intervention breast feeding instruction.
2	Lenovo Tablet	500.00	Tool for staff performing duties in support of service delivery $500.
4	Stethoscopes	300.00	Stethoscopes - 1 pediatric & 1 Adult $150 ea x 2 = $300.
5	Thermometers	100.00	Thermometers $50 x 2 = $100
6	Emergency Supplies	5,000.00	(Special Support Funds) Supplies for families participating in program in need of supplies, carseats $200 x 5 = $1,000. Amazon/Pioneer Market gift cards for families for baby wipes, baby clothing necessary emergency items, etc. $50 gift cards x 80= $4,000. Total $5,000
7	Client Support	1,400.00	(Special Support Funds) New parent baby supplies/diaper bags 56 x $25 = $1,400
8	0	0.00	

(V) INDIRECT COSTS JUSTIFICATION

TOTAL INDIRECT COSTS	**68,733.88**	Per CDPH approved ICR

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 7/31/24

Agency Name: Mariposa County Health & Human Services Agency

Contract/Agreement Number: CHVP SGF EBHV 24-22

Contract Term/Allocation Fiscal Year: 2024-2025

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

____ % Fixed Percent of:

☐ Total Personnel Costs

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

25 % Fixed Percent of:

☑ Total Personnel Costs

☐ Total Allowable Direct Costs

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

_____% Fixed Percent of:

☐ Total Personnel Costs (Includes Fringe Benefits)

☐ Total Personnel Costs (Excludes Fringe Benefits)

☐ Total Allowable Direct Costs

Please provide your agency's detailed methodology by listing all indirect costs, fees and percentages in the box below. (i.e. Insurance -- $350,000 – 3%)

Mariposa County's Public Health ICR approved rate for FY 24/25 from CDPH is 25%. The ICR is based on salary, wages & fringe benefits (Medical, Dental, Vision, Retirement, etc.) Indirect Cost Rate is based on 25% of Personnel Costs multiplied by 0.25% = Indirect Cost Rate.

Indirect costs are agency-wide, general management costs (i,e., activities for the direction and control of the agency as a whole). General management costs consist of administrative activities necessary for the general operation of the agency, such as accounting, budgeting, payroll preparation, personnel services, purchasing and centralized data processing.

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please submit this form via email to your assigned Contract Liaison.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available, and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name: Diane L. Robarge

Title/Position: Administrative Analyst

Signature: Diane L. Robarge Date: 7/31/24

Mariposa County
Health & Human
Services Agency
Public Health

DEPUTY DIRECTOR OF PUBLIC HEALTH

Personnel Detail Line 1

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY-PUBLIC HEALTH
CHVP DUTY STATEMENT

Definition:

The Mariposa County Health & Human Services Agency- Public Health Branch Deputy Director administers a variety of programs to support the overall health and well-being of County residents. Receives direction from an assigned Division Director or the Agency Director.

Duties:

1. Provides general oversight for the local California Home Visiting Program (CHVP).
2. Provides resources if available for the local CHVP Program.
3. Reports to the Health and Human Services Division Director about local CHVP activities and program updates.
4. Supervises the local CHVP/MCAH Program Director.

Mariposa County
Health & Human
Services Agency
Public Health

PUBLIC HEALTH NURSE MANAGER

MATERNAL CHILD ADOLESCENT HEALTH (MCAH) Director
CALIFORNIA HOME VISITING PROGRAM (CHVP) DIRECTOR

Personnel Detail Line 2

MCAH Director/CA Home Visiting Program Director is responsible for providing direction for all aspects of the Perinatal Services Program, California Home Visiting Program and the local Smart Start and CHVP under the direction of the Public Health Officer, the responsibilities and duties of the MCAH Director/CHVP Director shall include:

1. Plan, organize, and coordinate the implementation of the MCAH/CHVP contract and evaluate the program toward meeting the program objectives. Gather and analyze data for program planning, management and evaluation. Maintain appropriate records and prepare reports. Annually assess the needs of the MCAH population by utilizing the State Title V Plan and the Year 2023 objectives. Assess Childhood Injury Prevention data and prepare all required reports.

2. Collaborate with the community providers, agencies, and community groups in identifying problems, and barriers to services. Coordinate planning and development of solutions for mutually agreed upon objectives. Foster local, regional, state partnerships to improve MCAH services.

3. Provide and facilitate client referrals to Health and Social Services. Promote the use of available MCAH/CHVP services in the community to increase the target population's awareness. Upon notification by the coroner of a presumed SIDS death, MCAH Director will consult with the infant's physician, when possible; and then immediately contact the persons having custody and control of the infant to provide information, support, referral and follow-up services.

4. Assist individuals eligible for Medi-CAL to enroll in the Medi-CAL program by collaborating with the Eligibility Team of Health & Human Services Agency.

5. Develop community awareness and support for MCAH/CHVP programs. Enhance the Health Department's ability to meet the needs of the target population by providing educational materials, in-service training to medical, social services, and the community population as needed. Inform clients on "Back to Sleep" position at home visits and distribute SIDS literature as needed.

6. Assist individuals on Medi-CAL to access Medi-CAL services. Facilitate collaboration, coordination, communication and cooperation among providers of service and advocacy for the MCAH populations. Attends various community and state organizations and committees. May attend the annual SIDS Conference and/or Central or Northern California Regional Council meetings and other SIDS related training.

7. Must be SPMP qualified.

Mariposa County
Health & Human
Services Agency
Public Health

Public Health Nurse (PHN)
California Home Visiting Program (CHVP)
DUTY STATEMENT
(Lines #3,4 & 5)

Definition

The CHVP Public Health Nurse, under the supervision of the CHVP-MCAH Director/Public Health Nurse Manager, is responsible for the management of the CHVP related activity programs that are based on the expertise of a skilled nurse professional who possesses in-depth knowledge and understanding of the specialized program components of comprehensive prenatal and children care.

Description of Duties

Duties include, but are not limited to the following:

1. Assist local provider groups and community agencies to promote the coordination and accessibility of health care services for pregnant women, infants, and children, targeting Medi-Cal eligible and/or low income population.

2. Assist in outreach and case finding activities to improve the proportion of pregnant women who enter prenatal care in the first trimester.

3. Provide home visitation / outreach via the Mariposa County Health & Human Services Agency (HHSA) chosen home visiting program.

4. Collaborate with the Child Welfare Services Social Workers by providing home visitation to children and their families referred by social workers.

5. Promote, develop and coordinate professional and community resources.

6. Assist individuals eligible for Medi-CAL to enroll in the Medi-CAL program by collaborating with the Eligibility Team of Health & Human Services Agency.

7. Outreach via the chosen evidence based home visiting program to high risk women during pregnancy.
8. Provide outreach for Children with Special Health Care Needs (CSHCN) by collaborating with different programs, but not limited to, the Immunization Program, Childhood Lead Poison Prevention Program, CCS and CWS. Assist in linking them to appropriate health resources such as the Central Valley Regional Center, Early Start Educational Center, Valley Children's Hospital Child Advocacy Clinic, and the Mariposa County Unified School District.

9. Monitor access and quality of prenatal care within the county. Collaborate with the MCAH PHN.

10. Assist with needs and resource assessment in collaboration with the MCAH Director and health care providers to determine local health problems,mental health services for pregnant women and gaps in services to move toward creating a seamless county-wide referral system.

11. Attend workshops on prenatal issues including SIDS related trainings.

12. Assist in Communicable Disease follow-up programs for follow-up of pregnant women.

13. Administer and evaluate programs in compliance with the scope of work.

14. Report collected data, assessment and outcomes, related to implemented activities, for the evaluation of the targeted population to the CHVP Program Director/MCAH Director.

15. Assist MCAH Director/CHVP Director as needed and directed in activities related to the maternal child adolescent health programs and child welfare programs..

16. Provide ongoing direction to support staff for program reports.

17. The PHN will perform he duties as directed by the local CHVP/MCAH Director to perform the required duties of the SOW and the Health Families of America program requirements.

18. Must be a Public Health Nurse and SPMP qualified.

Mariposa County
Health & Human
Services Agency
Public Health

Administrative Analyst
California Home Visiting Program (CHVP)
DUTY STATEMENT
(Line #6)

Definition

The CHVP Administrative Analyst, under the supervision of the CHVP-MCAH Director/Public Health Nurse Manager, is responsible for the data management of the CHVP related activity programs.

Description of Duties

Duties include, but are not limited to the following:

1. Assist local provider groups and community agencies to promote the coordination and accessibility of health care services for pregnant women, infants, and children, targeting Medi-Cal eligible and/or low income population.

2. Assist in local data collection for the local CHVP program; report the data to the MCAH Director.

3. Promote, develop and coordinate professional and community resources.

4. Assist individuals eligible for Medi-CAL to enroll in the Medi-CAL program by collaborating with the Eligibility Team of Health & Human Services Agency.

5. Assist with needs and resource assessment in collaboration with the MCAH Director and health care providers to determine local health problems,mental health services for pregnant women and gaps in services to move toward creating a seamless county-wide referral system.

6. Administer and evaluate programs in compliance with the scope of work.

7. Report collected data, assessment and outcomes, related to implemented activities, for the evaluation of the targeted population to the CHVP Program Director/MCAH Director.

8. Assist MCAH Director/CHVP Director as needed and directed in activities related to the maternal child adolescent health programs and child welfare programs..

9. Provide ongoing direction to support staff for program reports.

Mariposa County
Health & Human Services Agency
Public Health

CALIFORNIA HOME VISITING PROGRAM (CHVP)

PROGRAM SPECIALIST CERTIFIED LACTATION CONSULTANT

(Line# 7)

DEFINITION

The Program Specialist is a technical specialist level series in the Health and Human Services Agency (Agency) receiving immediate supervision from professional staff members as assigned. Incumbents perform complex, technical and specialized program support duties that require use of judgement and initiative and ability to act independently. Positions require specialized knowledge and skills that are not learned in a short period of time and are a higher level than those required of a journey level clerical/administrative support worker. The CHVP Program Specialist-CERTIFIED LACTATION CONSULTANT will provide lactation consultation for the new moms in the CHVP/MCAH program.

DISTINGUISHING CHARACTERISTICS

1. The CHVP Program Specialist –Certified Lactation Consultant is a health professional who specializes in the clinical management of breastfeeding. Preferred an International Breastfeeding Lactation Consultant.
2. Provide information, referrals to clients for programs within the guidelines of the program.
3. Determine program eligibility for community members for a variety of Health or Human Service-related programs. Plan and implement programs throughout the Agency.
4. Market programs to the community including creating marketing flyers, posts to the website, social media sites and writing media releases regarding breastfeeding support activities and services related to the CHVP/MCAH program.
5. Develop educational and awareness programs to meet the needs of the CHVP/MCAH community and in accordance with funding guidelines.
6. Performs public outreach and education by coordinating and implementing community awareness programs through education and promotion of program services.
7. Provide home visitation / outreach via the Mariposa County Health & Human Services Agency (HHSA) chosen home visiting program.
8. Assist individuals eligible for Medi-CAL to enroll in the Medi-CAL program by collaborating with the Eligibility Team of Health & Human Services Agency.
9. Assist MCAH Director/CHVP Director as needed and directed in activities related to the maternal child adolescent health programs.
10. The CHVP Program Specialist – Certified Lactation Consultant will work under the guidance of the local MCAH/CHVP.

Administrative Analyst

DUTY STATEMENT
(Personnel Detail Line Item 8)

Currently, the Administrative Analyst provides administrative support for the MCAH and CHVP Program. In addition to the typical accounting duties, the following MCAH and CHVP duties have been assigned:

1. Develops the MCAH and CHVP Budget at the direction of the MCAH and CHVP Public Health Nurse Manager. All invoices and budget related reports, records and other materials related to the MCAH and CHVP Program are reviewed Administrative Analyst.

2. Reviews invoices against the Auditor's sheets to verify that all invoices are MCAH and CHVP related and have been appropriately charged. After completion, all documentation is organized in such a manner as to facilitate an Auditor's review.

3. Prepares quarterly invoices to MCAH and CHVP and tracks revenue per allocation agreement.

4. Reviews all invoices to General Ledger and maintains records of MCAH and CHVP program revenue and expenses.

5. Works as liaison between MCAH and CHVP and State Auditor (during Audit) providing information and/or records as requested.

6. Reviews accuracy of daily activity reports with FFP coding.

7. Performs other related duties similar to the above scope and function related to the MCAH and CHVP Programs as needed.

Mariposa County Health & Human Services

Accounting Technician

Duty Statement

(Personnel Detail Line Item 9)

The Accounting Technician provides administrative/accounting support for the MCAH and CHVP Program. In addition to the typical accounting duties, the following MCAH and CHVP duties have been assigned:

- Creates budget related reports, maintains payroll reports and expenditure reports for MCAH and CHVP grant. Order supplies and maintains inventory and other reports and materials related to the MCAH and CHVP Program.

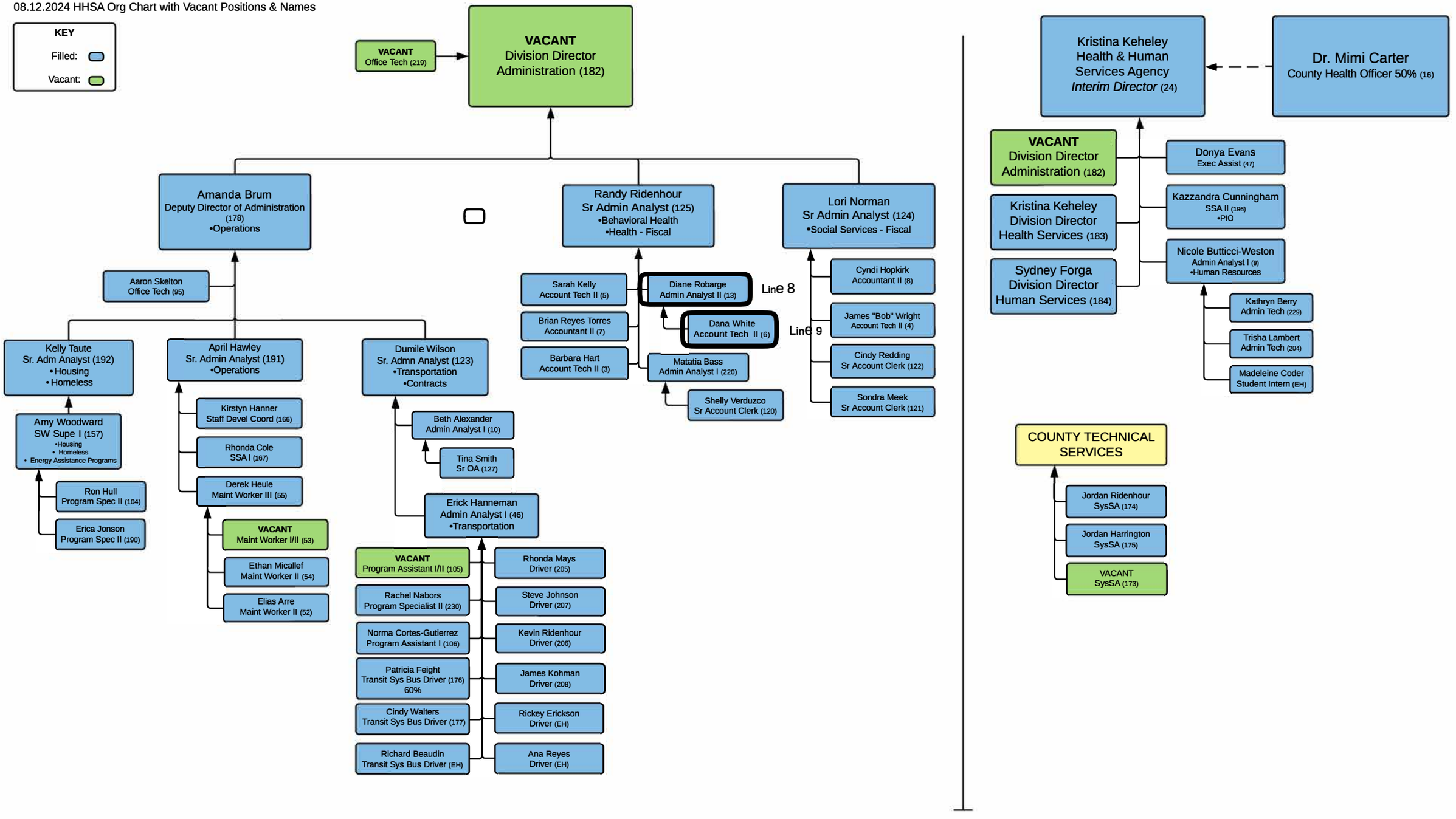
- Collates and reconciles invoices against the Auditor's sheets to verify that all invoices are MCAH and CHVP related and have been appropriately charged. After completion, all documentation is organized in such a manner as to facilitate an Auditor's review.

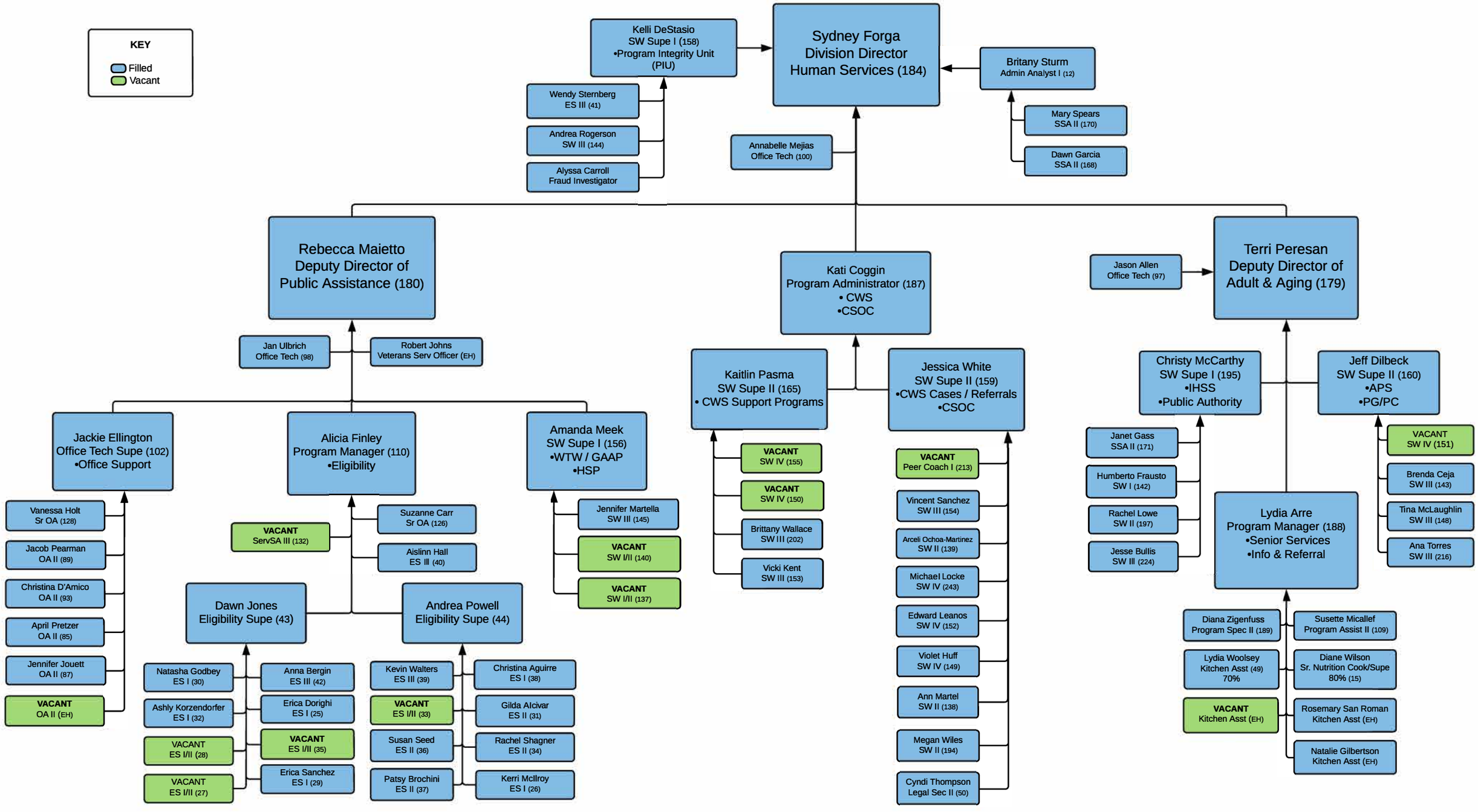
- Records all invoices to General Ledger and maintains records of MCAH and CHVP program revenue and expenses.

- Reviews accuracy of daily activity reports with FFP coding.

- Performs other related duties similar to the above scope and function related to the MCAH and CHVP Program as needed.

08.12.2024 HHSA Org Chart with Vacant Positions & Names




KEY
Filled
Vacant
Kelli DeStasio
SW Supe I (158)
•Program Integrity Unit (PIU)
Wendy Sternberg
ES III (41)
Andrea Rogerson
SW III (144)
Alyssa Carroll
Fraud Investigator
Sydney Forga
Division Director
Human Services (184)
Britany Sturm
Admin Analyst I (12)
Mary Spears
SSA II (170)
Dawn Garcia
SSA II (168)
Annabelle Mejias
Office Tech (100)
Rebecca Maietto
Deputy Director of
Public Assistance (180)
Jan Ulbrich
Office Tech (98)
Robert Johns
Veterans Serv Officer (EH)
Kati Coggin
Program Administrator (187)
• CWS
•CSOC
Jason Allen
Office Tech (97)
Terri Peresan
Deputy Director of
Adult & Aging (179)
Jackie Ellington
Office Tech Supe (102)
•Office Support
Alicia Finley
Program Manager (110)
•Eligibility
Amanda Meek
SW Supe I (156)
•WTW / GAAP
•HSP
Kaitlin Pasma
SW Supe II (165)
• CWS Support Programs
Jessica White
SW Supe II (159)
•CWS Cases / Referrals
•CSOC
Christy McCarthy
SW Supe I (195)
•IHSS
•Public Authority
Jeff Dilbeck
SW Supe II (160)
•APS
•PG/PC
Vanessa Holt
Sr OA (128)
Jacob Pearman
OA II (89)
Christina D'Amico
OA II (93)
April Pretzer
OA II (85)
Jennifer Jouett
OA II (87)
VACANT
OA II (EH)
VACANT
ServSA III (132)
Suzanne Carr
Sr OA (126)
Aislinn Hall
ES III (40)
Dawn Jones
Eligibility Supe (43)
Andrea Powell
Eligibility Supe (44)
Natasha Godbey
ES I (30)
Ashly Korzendorfer
ES I (32)
VACANT
ES I/II (28)
VACANT
ES I/II (27)
Anna Bergin
ES III (42)
Erica Dorighi
ES I (25)
VACANT
ES I/II (35)
Erica Sanchez
ES I (29)
Kevin Walters
ES III (39)
VACANT
ES I/II (33)
Susan Seed
ES II (36)
Patsy Brochini
ES II (37)
Christina Aguirre
ES I (38)
Gilda Alcivar
ES II (31)
Rachel Shagner
ES II (34)
Kerri McIlroy
ES I (26)
Jennifer Martella
SW III (145)
VACANT
SW I/II (140)
VACANT
SW I/II (137)
VACANT
SW IV (155)
VACANT
SW IV (150)
Brittany Wallace
SW III (202)
Vicki Kent
SW III (153)
VACANT
Peer Coach I (213)
Vincent Sanchez
SW III (154)
Arceli Ochoa-Martinez
SW II (139)
Michael Locke
SW IV (243)
Edward Leanos
SW IV (152)
Violet Huff
SW IV (149)
Ann Martel
SW II (138)
Megan Wiles
SW II (194)
Cyndi Thompson
Legal Sec II (50)
Janet Gass
SSA II (171)
Humberto Frausto
SW I (142)
Rachel Lowe
SW II (197)
Jesse Bullis
SW III (224)
Lydia Arre
Program Manager (188)
•Senior Services
•Info & Referral
VACANT
SW IV (151)
Brenda Ceja
SW III (143)
Tina McLaughlin
SW III (148)
Ana Torres
SW III (216)
Diana Zigenfuss
Program Spec II (189)
Lydia Woolsey
Kitchen Asst (49)
70%
VACANT
Kitchen Asst (EH)
Susette Micallef
Program Assist II (109)
Diane Wilson
Sr. Nutrition Cook/Supe
80% (15)
Rosemary San Roman
Kitchen Asst (EH)
Natalie Gilbertson
Kitchen Asst (EH)

KEY
Filled
Vacant

Kristina Keheley
Division Director
Health Services (183)

Dr. Mimi Carter
County Health Officer 50%
(16)

Adrianne Beas
Office Tech (99)

Dr. Jonathan Harry
Psychiatrist (EH)

Melissa Fluharty
Psychiatric NP (111) 80%

Nicole Bone
Office Tech Supe (101)
•Medical Records
•Office Operations

Stephen Mouillesseaux
Senior OA (129)
•North County

Anna Cramer
OA II (90)

Sarah Woolsey
Sr OA (130)

Pauline Martinez
OA II (86)

Gage Brown
OA II (EH)

Shannon Ellis
OA II (88)

VACANT
Sr OA (193)

Malena Palmer
OA II (91)

VACANT
OA II (EH)

Paige Shelton
Student Intern (EH)

Lynn Rumfelt
Sr Admin Analyst (231)
•QA
•Accreditation
•Contracts
•Compliance

Laura Glenn
Admin Analyst II (11)

Sylena Schendel
Admin Analyst II (221)

Thomas Ellison
SSA I (203)

Justin Standen
SSA I (EH)

Jinger Feuerstein
SSA II (225)

VACANT
SSA I/II (172)

Sarah Higgs
Admin Analyst I (232)

Isaboe Hollis
SSA II (169)

Sheila Baker
Deputy Director of
Behavioral Health (17)

Dina Garrett
Office Tech (96)

Katy Landers
SW II (141)

Kyle Jenkins
Program Administrator (239)
•Jail Based Services

Erica McAfee
NP (84)
•Jail Based Services

Michael Maruyama
MH Clinician (80)
•Jail Based Services

Liliana Martinez
Registered Nurse (241)

VACANT
Registered Nurse (240)

VACANT
EH Nurse Practitioner
•Jail Based Services

Christina Rizzonelli
LVN (228)

VACANT
LVN (227)

Candice Valladolid
SSA II (212)

Christina Christianson
LVN (EH)

Sabrina Bear
Registered Nurse (EH)

Nanette Wardle
RN (EH)

Elena Garcia
LVN (EH)

Kim Ballard
Deputy Director of
Public Health (181)

Line 1

Lisa Bello
Office Tech (185)

Amy Clubb
PH Emerg Prep
& Response Coord (113)

Karen Wilson
Medical Tech (EH)

Text

Todd Davidson
SW Supe II (161)
•SUD
•Drug Court

Wendy Jaskowiak
MH Clinician (74)

VACANT
MH Clinician (79)

Dennis Cole
AOD Spec II (1)

Sunday Moore
AOD Spec II (210)

Clarence Tedrow
MH Asst III (67)

Leslie Ash
MH Asst III (70)

VACANT
MH Aide (56)

Jillian Rodriguez
SW Supe II (164)
•FSP
•CCR

Rene Rubalcava
MH Clinician (75)

VACANT
MH Clinician (82)

Brandi Howes-Medley
MH Clinician (76)

VACANT
MH Clinician (81)

Stephanie Dumford
MH Asst III (211)

VACANT
MH Clinician (83)
80%

VACANT
MH Asst III (65)

Audrey Davis
MH Asst III (69)

Lisbeth Dean
MH Asst I (57)

Saxon Amborn
SW Supe II (162)
•ASOC

VACANT
MH Clinician (77)

VACANT
MH Clinician (217)

VACANT
MH Clinician (73)

VACANT
MH Clinician (218)

Stephanie Kitchen
MH Asst I (58)

VACANT
MH Clinician (78)

Randy Diaz
MH Asst III (72)

Matthew Evans
MH Asst. III (71)
•Probation

Lorena Dowling
MH Asst III (66)

Austin Ridenhour
MH Asst II (61)

Luis Garcia
MH Aide (222)

Carol Johnson
MH Clinician (EH)

Thomas Werner
SW Supe II (163)
•TRAC

Shaun Quinn
MH Asst II (64)

Claudia Radonic
MH Asst II (68)

James Jardin
MH Asst I (62)

VACANT
MH Asst I (60)

Denise Collins
MH Asst I (59)

Text

Line 2

Margarita King
PHN Manager (117)
•Community Health
•Clinic Services

Line 4

Rebecca Ballinger
PHN II (115)

Lacey Breinig
LVN (51)

Line 3

VACANT
PHN VII (116)

Valerie Trujillo
LVN (EH)

Line S

Marti Fazio
PHN II (114) 60%

Colleen McLean
LVN (EH)

Burney Stephens
Program Spec III (EH)

Michelle Kish
Program Spec II (EH)

Line 6

Imrinder Toor
Admin Analyst II (223)

Aryn Fisher-Brouillette
SSA I (214)

Carolyn Coder
EH Manager (45)
•CUPA
•LEA

VACANT
Sr EH Specialist (131)

Brian Hodge
Sr EH Specialist (EH)

Dawn Kerbow
Sr EH Specialist (EH)

Celeste Burnett-Wood
Env Health Specialist I (118)

VACANT
Environmental Health Aide (119)

Jenna Coffman
Development Serv Tech (22)

Leah Cribbs
Development Serv Tech (23)

Wendy Vittands
Program Spec II (233) 80%

Autumn Dobson
EH OA II (EH)

Raider Fowler
Public Health Educator (112)
•Tobacco
•CalFresh Healthy Living

Shannon Essig
Program Spec II (199)
•Tobacco Ed. Program

Kelley Marty
Program Spec II (200)
•CFHL
60%

Kelly Harrison
Program Spec II (198)
•CFHL

Line 7

Melissa Marasti
Program Spec I (201) 50%
•Tobacco Ed. Program

Kim Keith
Program Specialist II (234) 50%

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

The purpose of this scope of work (SOW) is to provide guidance and outline requirements for implementing early childhood home visiting services in the California Department of Public Health/California Home Visiting Program (CDPH/CHVP) funded by California State General Funds (SGF). CHVP SGF-funded local health jurisdictions (LHJs) may implement and/or expand Healthy Families America (HFA), Nurse-Family Partnership (NFP), Parents as Teachers (PAT), Family Connects, and/or Home Instruction for Parents of Preschool Youngsters (HIPPY) home visiting programs in accordance with State requirements to achieve positive outcomes. The SOW includes the following goals:

1. Provide leadership and structure to implement the California Home Visiting Program (CHVP) in LHJs.
2. Integrate the home visiting program into the local early childhood system.
3. Collect, enter, and report on all required participant data.
4. Provide relief and support with rebuilding and stabilizing for staff and families served by Local MCAH home visiting programs including CHVP Innovation Projects through enhanced training, technology, additional staff costs, and family support materials (Special Support Activities).

   Note: ***LHJs may continue to spend up to 25% of the SFY 2024-25 SGF EBHV allocation on Special Support Activities, as outlined in Goal 4, below.***

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goals, Objectives, Activities, and Deliverables for July 1, 2024 – June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
1.1	MCAH Director or designee will provide effective leadership and oversight of CHVP. **NOTE:** The MCAH Director is required to devote a minimum of 0.05 FTE and a maximum of 0.15 FTE to CHVP oversight, fostering partnerships and collaboration within the LHJ, and directing the local CHVP community advisory board (CAB). The percentage FTE dedicated to CHVP budgets should be deducted from the local MCAH budget to ensure the LHJ does not exceed the MCAH Director FTE Requirements as outlined in the Local MCAH Program P&P Manual. If an MCAH Director cannot meet the requirements of the CHVP SOWs, they can identify a designee, as outlined in the Local MCAH Program P&P. In this	(a) Provide leadership and oversight on all matters related to the development, implementation, operation, administration, evaluation, and reporting for local implementation of home visiting programs following CDPH/CHVP Policies and Procedures (P&P). (b) Attend quarterly CHVP Director calls. (c) Participate in ongoing community advisory board (CAB) Meetings, other local community groups, site visits meetings and conferences as directed.	Submission of: • Status Reports • CAB meeting materials • Staffing Reports Participation in: • Virtual and/or in-person site visits **NOTE:** If an LHJ establishes a subcontractor (subK) to deliver home visiting services, an LHJ representative (the CHVP Director when possible and appropriate) must be present during all technical assistance (TA) calls, virtual or in-person visits, and be involved in all programmatic, data, contract, and fiscal communications with CDPH/CHVP. This requirement

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
	situation, the designee, who may be identified as an MCAH Coordinator or other position, can act as the responsible party for CHVP, and should be designated as such on the CHVP budget justification.		ensures that the LHJ maintains oversight and direct involvement in all aspects of the contracted services, guaranteeing alignment with CDPH/CHVP standards and expectations. Additionally, no more than 10% of the allocation can be spent on administrative oversight of a subK.
1.2	LHJ leadership and home visitors will implement home visiting services utilizing culturally responsive practices to ensure that all interactions, interventions, and service deliveries effectively meet the diverse needs of the communities served, employing a cultural humility approach.	(a) Review LHJs MCAH Title V Needs Assessment to determine the community's equity needs. (b) Participate in opportunities designed to enhance cultural sensitivity through webinars, trainings, and/or conferences. (c) Provide culturally responsive services that address the identified cultural needs of families (e.g., literacy levels, disabilities, military families, grandparents, tradition, etc.). (d) Provide documents in the family's preferred language, when feasible. Documents should be	Submission of: • Status Reports • Staffing Reports • Staff Training Logs

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
		written in no more than an eighth-grade reading level and use plain language. (e) Recruit and hire staff that reflect the community served and/or speak the language of program participants, when possible. (f) As needed, develop and document adaptations that are developmentally, culturally, and linguistically responsive to families, upon approval from model developer and CDPH/CHVP.	
1.3	LHJ leadership will hire, train, and retain staff to comply with selected home visiting model requirements and CDPH/CHVP Policies and Procedures.	(a) Participate in model required trainings related to screening tools, health assessments, reflective supervision, data collection tools, and software. (b) Participate in CHVP site visits as directed by CDPH/CHVP. (c) Maintain full staffing capacity to serve families and adhere to specific model requirements. (d) All staff will sign a confidentiality agreement at the time of hire and annually thereafter.	Submission of: • Status Report • Staff training logs and plans • Staffing Reports • Confirmation of signed confidentiality agreement for each staff member

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
1.4	LHJ Leadership will ensure the program reaches and maintains contracted Caseload Capacity (CC).	(a) Develop and sustain relationships with appropriate agencies to obtain home visiting participant referrals. (b) Develop a referral triage process for incoming home visiting participants to ensure families are connected with the program that best meets their needs. (c) Ensure each newly enrolled participant receives informed consent and signs a CHVP Participant Consent Form. **NOTE**: Any LHJ that falls below 85% of the CC for three (3) consecutive months may be required to participate in an Extra Support Plan.	Submission of: • Status Reports • Outreach activity Log • Referral triage process outlining referral process (flow chart, logic model, narrative, etc.). • Confirmation of signed CHVP Participant Consent Form for each enrolled participant • Submission of complete and timely participant enrollment data.
1.5	MCAH Director or designee will provide oversight and leadership to ensure selected home visiting model fidelity and quality assurance.	(a) Implement model requirements in accordance with the selected model(s) fidelity standards. (b) LHJs interested in implementing a model-approved adaptation must obtain written	Submission of: • Selected model Certificate of Fidelity, Fidelity or Accreditation Report, or similar document demonstrating good standing and model fidelity.

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
		approval from CDPH/CHVP prior to implementation.	
1.6	LHJ leadership will develop and implement home visiting policies and procedures (P&P) and follow all applicable MCAH and CHVP P&Ps.	(a) Develop and conduct an annual review of local P&Ps related to home visiting. (b) Conduct an annual review of, and ensure compliance with, CDPH/CHVP P&Ps. (c) Conduct an annual review of, and ensure compliance with, the MCAH Fiscal Administration P&P Manual. (d) Conduct an annual review of, and ensure compliance with, the Local MCAH Programs P&Ps.	Submission of: • Status Reports • Annual confirmation of review of local and CDPH/CHVP P&Ps

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 1: Provide leadership and structure to implement CHVP in the LHJ.			
#	**Objective**	**Activities**	**Deliverables**
1.7	LHJ leadership will participate in technical assistance (TA) and Continuous Quality Improvement (CQI) projects and activities to support program implementation and improvement goals.	(a) Participate in TA meetings and quality improvement activities as directed by CDPH/CHVP. (b) Utilize the CAB to inform and address quality improvement projects and decisions. (c) Utilize data to inform and improve program activities.	Submission of: • Status Reports • CAB meeting materials • CQI Plans, data, and information Participation in: • Quarterly TA meetings

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 2: Integrate the home visiting program into the local early childhood system.			
#	**Objective**	**Activities**	**Deliverables**
2.1	MCAH Director or designee will collaborate with local early childhood system partners to ensure a continuum of services for families.	(a) Maintain a CAB that includes local early childhood system partners and meets at least quarterly to establish appropriate linkages to referral and service systems. (b) Meet and work with other local early childhood system and community partners to coordinate services to families.	Submission of: • Status Reports • CAB meeting materials • MOUs and/or information written agreements
2.2	MCAH Director or designee will pursue, develop, and maintain relationships with local service agencies and referral resources to facilitate participant recruitment.	(a) Develop Memoranda of Understanding (MOU) and/or informal written agreements (e.g., letters of support) with community agencies and service providers.	Submission of: • Status Reports • MOUs and/or informal written agreements • Outreach logs

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 3: Collect, enter, and report on all required participant data.			
#	**Objective**	**Activities**	**Deliverables**
3.1	LHJ leadership, home visitors, and data support staff will maintain clean and compliant data.	(a) Accurately collect and submit participant data using selected home visiting model and CHVP-required documents. (b) Ensure accuracy and completeness of data input into designated data systems using data quality reports and monitoring. (c) NFP LHJs will coordinate data system requirements with the NFP National Service Office. (d) HFA LHJs will coordinate with the CHVP Data Team to establish buildout/modification in Efforts to Outcomes (ETO) data system and will comply with all CHVP HFA Data Collection Manual requirements. (e) PAT LHJs will coordinate data system requirements with the PAT National Office for use of the Penelope or Visit Tracker Web data system(s)	• Submission of timely and accurate data on participant demographics, service utilization, and performance measures, according to, and with fidelity to, the selected home visiting model guidelines and CHVP requirements. • Participate in regular technical assistance calls and site visits with CDPH/CHVP staff.

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 3: Collect, enter, and report on all required participant data.			
#	**Objective**	**Activities**	**Deliverables**
		(f) Collect and enter participant data into designated data systems within seven working days, or as required by the selected home visiting model. (g) Provide and/or coordinate with data collection system owners to provide monthly enrollment and other requested reports to CDPH/CHVP as needed.	

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 4 (if applicable): Provide relief and support with rebuilding and stabilizing for staff and families served by Local MCAH home visiting programs, including CHVP Innovation Projects, through enhanced training, technology, additional staff costs, and family support materials.			
#	**Objective**	**Activity**	**Deliverable**
4.1	LHJ leadership will monitor the use of funds for Special Support Activities. **NOTE:** LHJs can spend up to 25% of the FY 2024-25 SGF EBHV allocation on Special Support Activities.	(a) Additional Staff Costs: Fund staff costs associated with providing home visits or administration for programs, including incentive bonuses or overtime pay that supports individual employees. (b) Training: Fund additional training opportunities that address the needs of families, including but not limited to health equity, reproductive justice, social determinants of health, etc. (c) Technology: Fund and distribute the necessary technological means for participant families and staff. (d) Family Support Materials: Fund the purchase of necessary support materials, including diapers, diapering supplies, gift cards, and prepaid grocery cards to participating families for the purpose of providing extra support.	Submission of: • Special Support Activity Report Additional Staff Costs: o Number of staff (not FTE) receiving incentive or other pay o Total amount spent on Additional Staff Costs o Explanation of fund use Training: o Name and date of training. o Purpose and description of training o Name and number of staff participating in training o Costs associated with training, including travel Technology: o Hardware or software purchased o Number of families receiving technology

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Goal 4 (if applicable): Provide relief and support with rebuilding and stabilizing for staff and families served by Local MCAH home visiting programs, including CHVP Innovation Projects, through enhanced training, technology, additional staff costs, and family support materials.			
			○ Number of staff receiving technology Family Support Materials: ○ Type and number of gift cards purchased and distributed ○ Type and number of prepaid grocery cards purchased and distributed. ○ Number of families receiving diapers and diapering supplies ○ Information about "other" Family Support Materials purchased
4.2	LHJ leadership will maintain clean and compliant special support activity data, per CHVP guidelines.	(a) Collect, maintain, and report use of Special Support funds as outlined in CHVP Special Support Activity guidance.	Submission of: • Special Support Activity Report • Additional documentation upon request

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Home Visiting Model	Monitoring Channel	Due Date
All reports and documentation must be submitted via SharePoint, unless otherwise directed by CHVP.		
All	Staffing Report	January 15, April 15, July 15, October 15
All	Status Report • CAB Roster, Minutes, and Agendas • MOUs or informal agreements with community agencies and service providers • Outreach logs • Training plans and logs • Policies and Procedures • Referral Triage Plan • Confirmation of signed Participant Consent Forms • Confirmation of signed confidentiality agreements for all direct staff • Model Developer Agreement, Accreditation, and/or Affiliation documentation. • Special Support Activity Report	April 15 and/or October 15 as determined by CDPH/CHVP
Nurse-Family Partnership	Priority Population Survey	April 15 and October 15
All	CQI plans, data, and information	Upon Request

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work

July 1, 2024- June 30, 2025

Home Visiting Model	Monitoring Channel	Due Date
All	Technical assistance calls/meetings	Quarterly (TBD)
All	Site Visit	TBD
All (if applicable)	Special Support Activity Report	April 15 and October 15

NOTE: If compliance standards are not met in a timely manner, CDPH/CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

Margarita King, MSN, PHN	Margarita King	August 19, 2024
MCAH Director Name	MCAH Director Signature	Date

Exhibit _____

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Current Contract Number: CHVP SGF EXP 23-22

Previous Contract Number (if applicable): _____

Contractor's Name: Mariposa County Health & Human Services Agency

Contractor's Complete Address: PO Box 99, Mariposa CA 95338

5362 Lemee Lane, Mariposa, CA 95338

Contractor's Contact Person: Diane Robarge

Contact's Telephone Number: (209)742-0953

Date Current Contract Expires: _____

CDPH Program Name: _____

CDPH Program Contract Manager: _____

CDPH Program Address: _____

CDPH Program Contract Manager's Telephone Number: _____

Date of this Report: 12/6/2023

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	*OPTIONAL PROGRAM USE ONLY*
		N/A no equipment purchased	$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				

Exhibit _____

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: CHVP SGF EXP 23-22

Previous Contract Number (if applicable): _____

Contractor's Name: Mariposa County Health & Human Services

Contractor's Complete Address: 5362 Lemee Lane, PO Box 99, Mariposa, CA 95338

Contractor's Contact Person: Diane Robarge

Contact's Telephone Number: (209) 742-0953

Date Current Contract Expires: _____

CDPH Program Name: _____

CDPH Program Contract Manager: _____

CDPH Program Address: _____

CDPH Program Contract Manager's Telephone Number: _____

Date of this Report: 12/6/2023

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH ASSET MGMT. USE ONLY CDPH Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	*OPTIONAL— PROGRAM USE ONLY*
		Mariposa has no inventory purchased with CHVP Grant funds	$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				

SUBCONTRACT AGREEMENT TRANSMITTAL FORM

Complete and submit this Subcontract Agreement Transmittal Form to obtain California Department of Public Health (CDPH), Maternal* Child and Adolescent Health (MCAH) Division Subcontract approval.

REQUIREMENT: If the total subcontract amount over the term of the subcontract is $5,000 or more, a Subcontract Agreement Package must be submitted for approval to CDPH MCAH Division prior to the Subcontract/Agency Agreement being signed by either party, unless this prior approval requirement is waived in writing by CDPH MCAH Division.

The following items are needed as additional components to complete the Subcontract Agreement Package:

1 . A brief (one page or less) explanation of the award process including all information necessary to evaluate the reasonableness of the price or cost and the necessity or desirability of incurring such cost, if applicable. (See contract Exhibit D (3)).

2. Subcontract Agreement Package consisting of:

- Subcontract Agreement Transmittal Form
- Subcontractor/Agency Agreement or copy of waiver letter
- Proposed Scope of Work (CDPH MCAH Division format is required except for service contracts)
- Budget (CDPH MCAH Division format is mandatory unless optional format is approved by CM)
- Detailed Budget Justification

AGENCY IDENTIFICATION

Agency Name: Mariposa County Health & Human Services

Agreement Number: CHVP SGF EXP 24-22 FY 24/25

Term: Agreement

Program Name: ☐ CI MCAH ☐ BIH ☐ AFLP [X] CHvp

Approved Program Maximum Amount Payable: $21 ,878

Director/Coordinator: Margarita King, PHN Manager/MCAH/CHVP Director Program

SUBCONTRACTOR IDENTIFICATION

Alura

Subcontractor or Consultant Name:

Address:

Subcontractor Contact: Phone Number: $21 ,878

Total Subcontract Amount:

Is Subcontract: Single Year Agreement Multiple Year Agreement

If multiple year term, what is the entire term of Subcontract (i.e., 2012-2016):

$21 ,878

Current Fiscal Year (FY) Subcontract Amount:

N/A

Current FY Subcontract Period:

Federal ID Number or Social Security Number:

Subcontractor's Program Director (N/A for consultants):

Phone Number:

Type of Subcontractor:

[3 FOr-profit Organization

Non-profit Organization

University

Governmental Agency

The Agency certifies that, for the above named subcontractor, all applicable terms and conditions are included within the subcontract.

Agency Signature:

Margarita King

MCAH/CHVP Director

Print Name:

Margarita King

Date:

8/19/2024

Certification Statement for the Use of Certified Public Funds

Pursuant to Code of Federal Regulations Title 42, Section 433.51, Public Funds as the State share of financial participation.

(a) Public Funds may be considered as the State's share in claiming FFP if they meet the conditions specified in paragraphs (b) and (c) of this section.

(b) The public funds are appropriated directly to the State or local Medicaid agency, or are transferred from other public agencies (including Indian tribes) to the State or local agency and under its administrative control, or certified by the contributing public agency as representing expenditures eligible for FFP under this section.

(c) The public funds are not Federal funds, or are Federal funds authorized by Federal law to be used to match other Federal funds.

Public Agency: N/A

Address: _____

City: _____ State: _____ Zip: _____

Period Covered: _____ Fiscal Year: _____

Grant Amount: _____ Recipient: _____

I HEREBY CERTIFY under penalty of perjury that:

1. I am the official responsible for the information contained in this certification statement and I am authorized to make this certification on behalf of the Public Agency.
    a. The information provided in this certification statement is true and correct and in accordance with state and federal law:
    b. This certification is based on actual, total expenditures made by the Public Agency of public funds that meet the requirements for claiming FFP.
2. The funds from units of government are not Federal funds, or are Federal funds authorized by Federal law to be used to match other Federal funds.
3. The costs contained in this certification statement have not previously been, nor will subsequently be used for federal match in this or any other program.
4. I understand that the making of false statements is punishable and constitutes violation of the Federal False Claims Act.

Signature: Diane L. Robarge

Print name: Diane L. Robarge

Title: Administrative Analyst Date: 7/15/2024

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H
Director and State Public Health Officer

GAVIN NEWSOM
Governor

Attestation of Compliance with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff

In compliance with the Social Security Act (SSA) section 1903(a)(2), Title 42 Code of Federal Regulations (CFR) part 432.2 and 432.50, and the Federal and State guidelines provided, Mariposa County Health & Human Services Agency- Public Health, has determined that the list of individuals in the attached Exhibit A are eligible for the enhanced SPMP reimbursement rate, for the State Fiscal Year 2024-2025, based on our review of all the criteria below:

☒ Professional Education and Training
☒ Job Classification
☒ Job Duties /Duty Statement
☒ Specific Tasks (if only a portion will be claimed as SPMP enhanced functions)
☒ Organizational Chart
☒ Accurate, complete, and signed SPMP Questionnaire
☒ Active California License/Certification

The undersigned hereby attests that he/she:

- Has personally reviewed the criteria above and its supporting documentation, and determined that the individuals meet the federal requirements for the enhanced SPMP reimbursement rate.
- Will maintain all the aforementioned records and supporting documentation for audit purposes for a minimum of 3 years.
- Certifies that SPMP expenditures are from eligible non-federal sources and are in accordance with 42 CFR Section 433.51
- Understands that if SPMP requirements are not met, the agency will be financially responsible for repaying the costs to the California Department of Public Health (CDPH).
- Understands that CDPH may request additional information to substantiate the SPMP claims and such information must be provided in a timely manner.

Mariposa County Health & Human Services/Mariposa County
Agency Name/Local Health Jurisdiction

Margarita King, MSN, PHN Public Health Nurse Manager
Name and Title

Margarita King
Signature

8/19/2024
Date

SPMP ATTESTATION
Exhibit A

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
1	Margarita King	PHN Manager / MCAH Director - Public Health Nurse	Masters in Nursing/ Bachelor in Nursing	Registered Nursing/Public Health Nurse	RN 444330/ Public health Nurse 66282
2	Rebecca Ballinger	PHN - Public Health Nurse	Bachelors in Nursing	Registered Nursing /Public Health Nurse	RN95223304/Public Health Nurse 557061
3	Marti Fazio	PHN - Public Health Nurse	Bachelors in Nursing	Registered Nursing /Public Health Nurse	RN 447572/ Public Health Nurse 85305
4					
5					
6					
7					
8					
9					
10					

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

#	Agency Employee	Classification/Position	Professional Education/Training	Type of License	Active CA License No./ Certification No.
21					
21					
23					
24					
25					
26					
27					
28					
29					
30					

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-184

MEETING:	May 20, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with the California Department of Social Services for Privacy and Security; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Department of Social Services for Privacy and Security; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The California Department of Social Services is entering into an agreement with Mariposa County Health and Human Services to comply with Federal Policy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the first contract with the California Department of Social Services in regard to this Federal Policy of Privacy and Security.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved Health and Human Services may not remain in compliance with Federal Policy.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CDSS 2025 Privacy & Security**

VOTE RESULT

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

PRIVACY AND SECURITY AGREEMENT

BETWEEN

the California Department of Social Services and the

County of Mariposa,

Department/Agency of

Health and Human Services Agency.

PREAMBLE

The California Department of Social Services (CDSS) and the

County of Mariposa,

Department/Agency of Health and Human Services Agency (County Department) enter into this Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) Personally Identifiable Information (PII), covered by this Agreement and referred to hereinafter as PII, that the counties access through CDSS and the Department of Health Care Services (DHCS). This Agreement covers the following programs:

- CalFresh;
- California Food Assistance Program (CFAP);
- California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- Cash Assistance Program for Immigrants (CAPI);
- Entrant Cash Assistance (ECA)/Refugee Cash Assistance (RCA);
- Foster Care (FC) (eligibility);
- Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- General Assistance/General Relief (GA/GR); and
- Trafficking and Crime Victims Assistance Program (TCVAP).

The CDSS has an Inter-Agency Agreement (IAA) with DHCS that allows CDSS and local county agencies to access SSA and MEDS data in order to assist in the Administration of the Program for the programs listed above. The IAA requires that CDSS may only share SSA and MEDS data if its contract with the entity with whom it intends to share the data reflects the entity's obligations under the IAA.

The County Department/Agency utilizes SSA and MEDS data in conjunction with other

system data in order to Assist in the Administration of the Program for the programs listed above.

This Agreement covers the

County of Mariposa,

Department/Agency of Health and Human Services Agency and its staff (County Workers), who assist in the administration of programs; and access, use, or disclose PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the administration of the program"** means performing administrative functions on behalf of programs, such as establishing eligibility, determining the amount of medical assistance, and collecting PII for such purposes, to the extent such activities are authorized by law.

2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.

3. **"County Worker"** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII. An agent is a person or organization authorized to act on behalf of the County Department/Agency.

4. **"PII"** is personally identifiable information directly obtained in the course of performing an administrative function through the MEDS or IEVS systems on behalf of the programs, that can be used alone, or in conjunction with any other information, to identify a specific individual. Pll includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Pll may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or California Statewide Automated Welfare System (CalSAWS) Consortium, or a contractor, subcontractor or vendor of the County.

6. **"Secure Areas"** means any area where:
   A. County Workers assist in the administration of their program;
   B. County Workers use or disclose PII; or
   C. PII is stored in paper or electronic format.

7. **"SSA-provided or verified data (SSA data)"** means:
   A. Any information under the control of the Social Security Administration (SSA) provided to CDSS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or

   B. Any information provided to CDSS, including a source other than SSA, but in which CDSS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g., SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

AGREEMENTS

CDSS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

A. County Department/Agency County Workers may use or disclose PII only as permitted in this Agreement and only to assist in the administration of PII in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.302 of Title 42 Code of Federal Regulations, as limited by this Agreement, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of the client, such as through an authorized release of information form, are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. No County Worker shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

B. Access to PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of their respective programs.

C. County Workers who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to Pll of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

A. ***Employee Training.*** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:

1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment;

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;

3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed; and

4. Retain training records for a period of five years after completion of the training.

B. ***Employee Discipline***.

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.

2. Sanction policies and procedures shall include termination of employment when appropriate.

C. ***Confidentiality Statement***. Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of five years.

The statement shall include, at a minimum, a description of the following:

1. General Use of PII;
2. Security and Privacy Safeguards for PII;
3. Unacceptable Use of PII; and
4. Enforcement Policies.

D. ***Background Screening.***

1. Conduct a background screening of a County Worker before they may access PII.

2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the County shall perform the following:

A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.

   The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program and the use or disclosure of PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.

B. Provide the CDSS with applicable contact information for these designated individuals using the County PSA inbox listed in Section IX of this Agreement. Any changes to this information should be reported to DHCS within ten days.

C. Assign County Workers to be responsible for administration and monitoring of all security-related controls stated in this Agreement.

V. TECHNICAL SECURITY CONTROLS

The State of California Office of Information Security (OIS) and SSA have adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy controls for Information Systems and Organizations, and NIST SP 800-37, Risk Management Framework for Information Systems and Organizations.

OIS and SSA require organizations to comply and maintain the minimum standards outlined in NIST SP 800-53 when working with PII and SSA data. County Department/Agency shall, at a minimum, implement an information security program that effectively manages risk in accordance with the Systems Security Standards and Requirements outlined in this Section of this Agreement.

Guidance regarding implementation of NIST SP 800-53 is available in the Statewide Information Management Manual (SIMM), SIMM-5300-A, which is hereby incorporated into this Agreement (Exhibit C) and available upon request.

DHCS and CDSS will enter into a separate PSA with California Statewide Automated Welfare System (CalSAWS) Joint Powers Authority specific to the CalSAWS. Any requirements for data systems in this PSA would only apply to County Department/Agency's locally operated/administered systems that access, store, or process PII.

A. Systems Security Standards and Requirements

1. **Access Control (AC)**

Control Number	AC-1
Title	Access Control Policy and Procedures
CDSS Requirement	The organization must: a. Develop, document, and disseminate to designated organization officials: 1. An access control policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; 2. Procedures to facilitate the implementation of the access control policy and associated access controls b. Review and update the current access control procedures with the organization-defined frequency.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AC family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	AC-2
Title	Account Management
CDSS Requirement	The organization must: a. Identify and select the accounts with access to PII to support organizational mission/business functions. b. Assign account managers for information system accounts. c. Establish conditions for group and role membership. d. Specify authorized users of the information system, group and role membership, and access authorizations (i.e., privileges) and other attributes (as required) for each account; e. Require approvals by designated access authority for requests to create information system accounts; f. Create, enable, modify, disable, and remove information system accounts in accordance with organization account management procedures; g. Monitors the use of information system accounts; h. Notifies account managers when accounts are no longer required, when users are terminated or transferred; and when individual information system usage or need-to-know changes. i. Authorizes access to the information systems that receive, process, store or transmit PII based on valid access authorization, need-to-know. j. Review accounts for compliance with account management requirements according to organization-based frequency; and k. Establishes a process for reissuing shared/group account credentials (if deployed) when individuals are removed from the group.
Supplemental Guidance (from NIST 800-53)	Information system account types include, for example, individual, shared, group, system, guest/anonymous, emergency, developer/manufacturer/vendor, temporary, and service. Some of the account management requirements listed above can be implemented by organizational information systems. The identification of authorized users of the information system and the specification of access privileges reflects the requirements in other security controls in the security plan. Users requiring administrative privileges on information system accounts receive additional scrutiny by appropriate organizational personnel (e.g., system owner, mission/business owner, or chief information security officer) responsible for approving such accounts and privileged access. Organizations may choose to define access privileges or other attributes by account, by type of account, or a combination of both. Other attributes required for authorizing access include, for example, restrictions on time-of-day, day-of-week, and point-of-origin. In defining other account attributes, organizations consider system-related requirements (e.g., scheduled maintenance, system upgrades) and mission/business requirements (e.g., time zone differences, customer requirements, remote access to support travel requirements). Failure to consider these factors could affect information system availability. Temporary and emergency accounts are accounts intended for short-term use. Organizations establish temporary accounts as a part of normal account activation procedures when there is a need for short-term accounts without the demand for immediacy in account activation. Organizations establish emergency accounts in response to crisis situations and with the need for rapid account activation. Therefore, emergency account activation may bypass normal account authorization processes. Emergency and temporary accounts are not to be confused with infrequently used accounts (e.g., local logon accounts used for special tasks defined by organizations or when network resources are unavailable). Such accounts remain available and are not subject to automatic disabling or removal dates. Conditions for disabling or deactivating accounts include, for example: (i) when shared/group, emergency, or temporary accounts are no longer required; or (ii) when individuals are transferred or terminated. Some types of information system accounts may require specialized training. Related controls: AC-3, AC-4, AC-5, AC-6, AC-10, AC-17, AC-19, AC-20, AU-9, IA-2, IA-4, IA-5, IA-8, CM-5, CM-6, CM-11, MA-3, MA-4, MA-5, PL-4, SC-13.

Control Number	AC-3
Title	Access Enforcement
CDSS Requirement	The organization must: Enforces approved authorizations for logical access to information and system resources in accordance with applicable access control policies.
Supplemental Guidance	Access control policies (e.g., identity-based policies, role-based policies, control matrices, cryptography) control access between active entities or subjects (i.e., users or processes acting on behalf of users) and passive entities or objects (e.g., devices, files, records, domains) in information systems. In addition to enforcing authorized access at the information system level and recognizing that information systems can host many applications and services in support of organizational missions and business operations, access enforcement mechanisms can also be employed at the application and service level to provide increased information security. Related controls: AC-2, AC-4, AC-5, AC-6, AC-16, AC-17, AC-
Control Number	AC-3(7)
Title	Access Enforcement | Role-Based Access Control
CDSS Requirement	The organization information system must: enforce a role-based access control policy over defined subjects and objects and controls access based upon the need to utilize PII.
Supplemental Guidance (from NIST 800-53)	Role-based access control (RBAC) is an access control policy that restricts information system access to authorized users. Organizations can create specific roles based on job functions and the authorizations (i.e., privileges) to perform needed operations on organizational information systems associated with the organization-defined roles. When users are assigned to the organizational roles, they inherit the authorizations or privileges defined for those roles. RBAC
	simplifies privilege administration for organizations because privileges are not assigned directly to every user (which can be a significant number of individuals for mid- to large-size organizations) but are instead acquired through role assignments. RBAC can be implemented either as a mandatory or discretionary form of access control. For organizations implementing RBAC with mandatory access controls, the requirements in AC-3 (3) define the scope of the subjects and objects covered by the policy.
Control Number	AC-3(8)
Title	Access Enforcement | Revocation of Access Authorization
CDSS Requirement	The organization must: Enforce a role-based access control over users and information resources that have access to PII, and control access based upon organization defined roles and users authorized to assume such roles.
Supplemental Guidance (from NIST 800-53)	Revocation of access rules may differ based on the types of access revoked. For example, if a subject (i.e., user or process) is removed from a group, access may not be revoked until the next time the object (e.g., file) is opened or until the next time the subject attempts a new access to the object. Revocation based on changes to security labels may take effect immediately. Organizations can provide alternative approaches on how to make revocations immediate if information systems cannot provide such capability and immediate revocation is necessary.
Control Number	AC-4
Title	Information Flow Enforcement
CDSS Requirement	The organization information system must: enforce approved authorizations for controlling the flow of information within the system and between interconnected systems based on the need for interconnected systems to share PII to conduct business.
Supplemental Guidance (from NIST 800-53)	Information flow control regulates where information is allowed to travel within an information system and between information systems (as opposed to who is allowed to access the information) and without explicit regard to subsequent accesses to that information. Flow control restrictions include, for example, keeping export-controlled information from being transmitted in the clear to the Internet, blocking outside traffic that claims to be from within the organization, restricting web requests to the Internet that are not from the internal web proxy server, and limiting information transfers between organizations based on data structures and content. Transferring information between information systems representing different security domains with different security policies introduces risk that such transfers violate one or more domain security policies. In such situations, information owners/stewards provide guidance at designated policy enforcement points between interconnected systems. Organizations consider mandating specific architectural solutions when required to enforce specific security policies. Enforcement includes, for example: (i) prohibiting information transfers between interconnected systems (i.e., allowing access only); (ii) employing hardware mechanisms to enforce one-way information flows; and (iii) implementing trustworthy regrading mechanisms to reassign security attributes and security labels. Organizations commonly employ information flow control policies and enforcement mechanisms to control the flow of information between designated sources and destinations (e.g., networks, individuals, and devices) within information systems and between interconnected systems. Flow control is based on the characteristics of the information and/or the information path. Enforcement occurs, for example, in boundary protection devices (e.g., gateways, routers, guards, encrypted tunnels, firewalls) that employ rule sets or establish configuration settings that restrict information system services, provide a packet-filtering capability based on header information, or message- filtering capability based on message content (e.g., implementing key word searches or using document characteristics). Organizations also consider the trustworthiness of filtering/inspection mechanisms (i.e., hardware, firmware, and software components) that are critical to information flow enforcement. Control enhancements 3 through 22 primarily address cross-domain solution needs which focus on more advanced filtering techniques, in-depth analysis, and stronger flow enforcement mechanisms implemented in cross-domain products, for example, high-assurance guards. Such capabilities are generally not available in commercial off-the-shelf information technology products. Related controls: AC-3, AC-17, AC-19, AC-21, CM-6, CM-7, SA-8, SC-2, SC-5, SC-7, SC-18

Control Number	AC-5
Title	Separation of Duties
CDSS Requirement	The organization must: a. Separate organization-defined duties of individuals; b. Document separation of duties of individuals; and c. Defines information system access authorizations to support separation of duties. *CDSS also requires that the state organization prohibit any functional component(s) or official(s) from issuing credentials or access authority to themselves or other individuals within their job-function or category of access.* *Federal requirements and CDSS policy exclude any employee who uses PII to process programmatic workloads to make benefit or entitlement determinations from participation in management or quality assurance functions.*
Supplemental Guidance (from NIST 800-53)	Separation of duties addresses the potential for abuse of authorized privileges and helps to reduce the risk of malevolent activity without collusion. Separation of duties includes, for example: (i) dividing mission functions and information system support functions among different individuals and/or roles; (ii) conducting information system support functions with different individuals (e.g., system management, programming, configuration management, quality assurance and testing, and network security); and (iii) ensuring security personnel administering access control functions do not also administer audit functions. Related controls: AC-3, AC-6, PE-3, PE-4, PS-2.
Control Number	AC-6
Title	Least Privilege
CDSS Requirement	The organization must: Employ the principle of least privilege, allowing only authorized accesses for users (or processes acting on behalf of users) which are necessary to accomplish assigned tasks in accordance with organizational missions and business functions.
Supplemental Guidance (from NIST 800-53)	Organizations employ least privilege for specific duties and information systems. The principle of least privilege is also applied to information system processes, ensuring that the processes operate at privilege levels no higher than necessary to accomplish required organizational missions/business functions. Organizations consider the creation of additional processes, roles, and information system accounts as necessary, to achieve least privilege. Organizations also apply least privilege to the development, implementation, and operation of organizational information systems. Related controls: AC-2, AC-3, AC-5, CM-6, CM-7, PL-2.
Control Number	AC-6(1)
Title	Least Privilege | Authorize Access to Security Functions
CDSS Requirement	The organization must explicitly authorize access to organization-defined security functions (deployed in hardware, software, and firmware) and security-relevant information.
Supplemental Guidance (from NIST 800-53)	Security functions include, for example, establishing system accounts, configuring access authorizations (i.e., permissions, privileges), setting events to be audited, and setting intrusion detection parameters. Security-relevant information includes, for example, filtering rules for routers/firewalls, cryptographic key management information, configuration parameters for security services, and access control lists. Explicitly authorized personnel include, for example, security administrators, system and network administrators, system security officers, system maintenance personnel, system programmers, and other privileged users.
Control Number	AC-6(7)
Title	Least Privilege | Review Of User Privileges
CDSS Requirement	The organization must: a. Review the privileges assigned to organization-defined roles or classes of users to validate the need for such privileges; and b. Reassign or removes privileges, if necessary, to correctly reflect organizational mission/business needs.
Supplemental Guidance (from NIST 800-53)	The need for certain assigned user privileges may change over time reflecting changes in organizational missions/business function, environments of operation, technologies, or threat. Periodic review of assigned user privileges is necessary to determine if the rationale for assigning such privileges remains valid. If the need cannot be revalidated, organizations take appropriate corrective actions. Related control: CA-7.
Control Number	AC-7
Title	Unsuccessful Logon Attempts
CDSS Requirement	The organization must: a. Enforce a limit of no fewer than three (3) and no greater than five (5) consecutive invalid logon attempts by a user during an organization-defined time period; and b. Automatically lock the account/node for: an organization-defined time period; or locks the account/node until released by an administrator; or delays next logon prompt according to organization-defined delay algorithm when the maximum number of unsuccessful attempts is exceeded.
Supplemental Guidance (from NIST 800-53)	This control applies regardless of whether the logon occurs via a local or network connection. Due to the potential for denial of service, automatic lockouts initiated by information systems are usually temporary and automatically release after a predetermined time period established by organizations. If a delay algorithm is selected, organizations may choose to employ different algorithms for different information system components based on the capabilities of those components. Responses to unsuccessful logon attempts may be implemented at both the operating system and the application levels. Related controls: AC-2, AC-9, AC-14, IA-5.

Control Number	AC-8
Title	System Use Notification
CDSS Requirement	The organization must: a. Displays to users system use notification message or banner before granting access to the system that provides privacy and security notices consistent with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance and states that: 1. Users are accessing a U.S. Government information system; 2. Information system usage may be monitored, recorded, and subject to audit; 3. Unauthorized use of the information system is prohibited and subject to criminal and civil penalties; and 4. Use of the information system indicates consent to monitoring and recording; b. Retains the notification message or banner on the screen until users acknowledge the usage conditions and take explicit actions to log on to or further access the information system; and c. For publicly accessible systems: 1. Displays system use information organization-defined conditions, before granting further access; 2. Displays references, if any, to monitoring, recording, or auditing that are consistent with privacy accommodations for such systems that generally prohibit those activities; and 3. Includes a description of the authorized uses of the system. At a minimum, this can be done at initial logon and is not required for every logon.
Supplemental Guidance (from NIST 800-53)	System use notifications can be implemented using messages or warning banners displayed before individuals log in to information systems. System use notifications are used only for access via logon interfaces with human users and are not required when such human interfaces do not exist. Organizations consider system use notification messages/banners displayed in multiple languages based on specific organizational needs and the demographics of information system users. Organizations also consult with the Office of the General Counsel for legal review and approval of warning banner content.
Control Number	AC-11
Title	Session Lock
CDSS Requirement	The organization's information system: a. Prevents further access to the system by initiating a session lock after 15 minutes or upon receiving a request from a user; and b. Retains the session lock until the user reestablishes access using established identification and authentication procedures.
Supplemental Guidance (from NIST 800-53)	Session locks are temporary actions taken when users stop work and move away from the immediate vicinity of information systems but do not want to log out because of the temporary nature of their absences. Session locks are implemented where session activities can be determined. This is typically at the operating system level but can also be at the application level. Session locks are not an acceptable substitute for logging out of information systems, for example, if organizations require users to log out at the end of workdays. Related control: AC-7.
Control Number	AC-17
Title	Remote Access
CDSS Requirement	The organization must: a. Establish and document usage restrictions, configuration/connection requirements, and implementation guidance for each type of remote access allowed; and b. Authorize remote access to the information system prior to allowing such connections.
Supplemental Guidance (from NIST 800-53)	Remote access is access to organizational information systems by users (or processes acting on behalf of users) communicating through external networks (e.g., the Internet). Remote access methods include, for example, dial-up, broadband, and wireless. Organizations often employ encrypted virtual private networks (VPNs) to enhance confidentiality and integrity over remote connections. The use of encrypted VPNs does not make the access non-remote; however, the use of VPNs, when adequately provisioned with appropriate security controls (e.g., employing appropriate encryption techniques for confidentiality and integrity protection) may provide sufficient assurance to the organization that it can effectively treat such connections as internal networks. Still, VPN connections traverse external networks, and the encrypted VPN does not enhance the availability of remote connections. Also, VPNs with encrypted tunnels can affect the organizational capability to adequately monitor network communications traffic for malicious code. Remote access controls apply to information systems other than public web servers or systems designed for public access. This control addresses authorization prior to allowing remote access without specifying the formats for such authorization. While organizations may use interconnection security agreements to authorize remote access connections, such agreements are not required by this control. Enforcing access restrictions for remote connections is addressed in AC-3. Related controls: AC-2, AC-3, AC-18, AC-19, AC-20, CA-3, CA-7, CM-8, IA-2, IA-3, IA-8, MA-4, PE-17, PL-4, SC-10, SI-4.

2. **Accountability, Audit, and Risk Management (AR)**

Control Number	AR-3
Title	Privacy Requirements for Contractors and Service Providers
CDSS Requirement	The organization must: a. Establish privacy roles, responsibilities, and access requirements for contractors and service providers; and b. Includes privacy requirements in contracts and other acquisition-related documents.
Supplemental Guidance (from NIST 800-53)	Contractors and service providers include, but are not limited to, information providers, information processors, and other organizations providing information system development, information technology services, and other outsourced applications. Organizations consult with legal counsel, the Senior Agency Official for Privacy (SAOP)/Chief Privacy Officer (CPO), and contracting officers about applicable laws, directives, policies, or regulations that may impact implementation of this control. Related control: AR-1, AR-5, SA-4.

3. **Audit and Accountability (AU)**

Control Number	AU-1
Title	Audit and Accountability Policy and Procedures
CDSS Requirement	The organization must: a. Develop, document, and disseminate to individuals and organizations that store, process, or transmit PII: 1. An audit and accountability policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the audit and accountability policy and associated audit and accountability controls; and b. Review and update the current: 1. Audit and accountability policy at least triennially; and 2. Audit and accountability procedures at least triennially.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AU family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	AU-2
Title	Audit Events
CDSS Requirement	The organization must: a. Audit the following events: 1) Viewing PII stored within the organization's system; 2) Viewing of screens that contain PII; 3) All system and data interactions concerning PII. b. Coordinate the security audit function with other organizational entities requiring audit-related information to enhance mutual support and to help guide the selection of auditable events; c. Determines that the following events are to be audited within the information system: 1) Viewing PII stored within the organization's system; 2) Viewing of screens that contain PII; 3) All system and data interactions concerning PII.
Supplemental Guidance (from NIST 800-53)	An event is any observable occurrence in an organizational information system. Organizations identify audit events as those events which are significant and relevant to the security of information systems and the environments in which those systems operate in order to meet specific and ongoing audit needs. Audit events can include, for example, password changes, failed logons, or failed accesses related to information systems, administrative privilege usage, PIV credential usage, or third-party credential usage. In determining the set of auditable events, organizations consider the auditing appropriate for each of the security controls to be implemented. To balance auditing requirements with other information system needs, this control also requires identifying that subset of auditable events that are audited at a given point in time. For example, organizations may determine that information systems must have the capability to log every file access both successful and unsuccessful, but not activate that capability except for specific circumstances due to the potential burden on system performance. Auditing requirements, including the need for auditable events, may be referenced in other security controls and control enhancements. Organizations also include auditable events that are required by applicable federal laws, Executive Orders, directives, policies, regulations, and standards. Audit records can be generated at various levels of abstraction, including at the packet level as information traverses the network. Selecting the appropriate level of abstraction is a critical aspect of an audit capability and can facilitate the identification of root causes to problems. Organizations consider in the definition of auditable events, the auditing necessary to cover related events such as the steps in distributed, transaction-based processes (e.g., processes that are distributed across multiple organizations) and actions that occur in service-oriented architectures. Related controls: AC-6, AC-17, AU-3, AU-12, MA-4, MP-2, MP-4, SI-4

Control Number	AU-11
Title	Audit Record Retention
CDSS Requirement	The organization must retain audit records for six (6) years to provide support for after-the-fact investigations of security incidents and to meet regulatory and organizational information retention requirements.
Supplemental Guidance (from NIST 800-53)	Organizations retain audit records until it is determined that they are no longer needed for administrative, legal, audit, or other operational purposes. This includes, for example, retention and availability of audit records relative to Freedom of Information Act (FOIA) requests, subpoenas, and law enforcement actions. Organizations develop standard categories of audit records relative to such types of actions and standard response processes for each type of action. The National Archives and Records Administration (NARA) General Records Schedules provide federal policy on record retention. Related controls: AU-4, AU-5, AU-9, MP-6.
Control Number	AU-12
Title	Audit Generation
CDSS Requirement	The organization information system must: a. Provide audit record generation capability for the auditable events defined in AU-2 a. at the audit reporting mechanism; b. Allow security personnel to select which auditable events are to be audited by specific components of the information system; and c. Generates audit records for the events defined in AU-2 d. with the content defined in AU-3
Supplemental Guidance (from NIST 800-53)	Audit records can be generated from many different information system components. The list of audited events is the set of events for which audits are to be generated. These events are typically a subset of all events for which the information system is capable of generating audit records. Related controls: AC-3, AU-2, AU-3, AU-6, AU-7.

4. **Awareness and Training (AT)**

Control Number	AT-1
Title	Security Awareness and Training Policy and Procedures
CDSS Requirement	The organization must: a. Develop, document, and disseminate to personnel and organizations with access to PII: 1. A security awareness and training policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the security awareness and training policy and associated security awareness and training controls; and b. Reviews and updates the current: 1. Security awareness and training policy and; 2. Security awareness and training procedures. The training and awareness programs must include: The sensitivity of PII, The rules of behavior concerning use and security in systems and/or applications processing PII, The Privacy Act and other Federal and state laws, including but not limited to Section 14100.2 of the Welfare and Institutions Code and Section 431.302 et. Seq. of Title 42 Code of Federal Regulations, governing collection, maintenance, use, and dissemination of information about individuals, The possible criminal and civil sanctions and penalties for misuse of PII, The responsibilities of employees, contractors, and agent's pertaining to the proper use and protection of PII, The restrictions on viewing and/or copying PII, The proper disposal of PII, The security breach and data loss incident reporting procedures, The basic understanding of procedures to protect the network from viruses, worms, Trojan horses, and other malicious code, Social engineering (phishing, vishing and pharming) and network fraud prevention.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AT family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.

Control Number	AT-2
Title	Security Awareness Training
CDSS Requirement	The organization must provide basic security awareness training to information system users (including managers, senior executives, and contractors): a. As part of initial training for new users; b. When required by information system changes; and c. Annually thereafter.
Supplemental Guidance (from NIST 800-53)	Organizations determine the appropriate content of security awareness training and security awareness techniques based on the specific organizational requirements and the information systems to which personnel have authorized access. The content includes a basic understanding of the need for information security and user actions to maintain security and to respond to suspected security incidents. The content also addresses awareness of the need for operations security. Security awareness techniques can include, for example, displaying posters, offering supplies inscribed with security reminders, generating email advisories/notices from senior organizational officials, displaying logon screen messages, and conducting information security awareness events. Related controls: AT-3, AT-4, PL-4.
Control Number	AT-3
Title	Role-Based Security Training
CDSS Requirement	The organization must provide role-based security training to personnel with assigned security roles and responsibilities: a. Before authorizing access to the information system or performing assigned duties; b. When required by information system changes; and c. With organization-defined frequency thereafter.
Supplemental Guidance (from NIST 800-53)	Organizations determine the appropriate content of security training based on the assigned roles and responsibilities of individuals and the specific security requirements of organizations and the information systems to which personnel have authorized access. In addition, organizations
	provide enterprise architects, information system developers, software developers, acquisition/procurement officials, information system managers, system/network administrators, personnel conducting configuration management and auditing activities, personnel performing independent verification and validation activities, security control assessors, and other personnel having access to system-level software, adequate security-related technical training specifically tailored for their assigned duties. Comprehensive role-based training addresses management, operational, and technical roles and responsibilities covering physical, personnel, and technical safeguards and countermeasures. Such training can include for example, policies, procedures, tools, and artifacts for the organizational security roles defined. Organizations also provide the training necessary for individuals to carry out their responsibilities related to operations and supply chain security within the context of organizational information security programs. Role-based security training also applies to contractors providing services to federal agencies. Related controls: AT-2, AT-4, PL-4, PS-7, SA-3, SA-12, SA-16.
Control Number	AT-4
Title	Security Training Records
CDSS Requirement	The organization must: a. Document and monitor individual information system security training activities including basic security awareness training and specific information system security training; and b. Retain individual training records for 5 years. SSA also requires the organization to certify that each employee, contractor, and agent who views SSA data certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful assess and/or disclosure.
Supplemental Guidance (from NIST 800-53)	Documentation for specialized training may be maintained by individual supervisors at the option of the organization. Related controls: AT-2, AT-3, PM-14.

5. **Contingency Planning (CP)**

Control Number	CP-2
Title	Contingency Plan
CDSS Requirement	The organization must: a. Develop a contingency plan for the information system that: 1. Identifies essential missions and business functions and associated contingency requirements; 2. Provides recovery objectives, restoration priorities, and metrics; 3. Addresses contingency roles, responsibilities, assigned individuals with contact information; 4. Addresses maintaining essential missions and business functions despite an information system disruption, compromise, or failure; 5. Addresses eventual, full information system restoration without deterioration of the security safeguards originally planned and implemented; and 6. Is reviewed and approved by a senior manager; b. Distribute copies of the contingency plan to personnel and organizations supporting the contingency plan actions; c. Coordinate contingency planning activities with incident handling activities; d. Review the contingency plan for the information system at least annually; e. Update the contingency plan to address changes to the organization, information system, or environment of operation and problems encountered during contingency plan implementation, execution, or testing; f. Communicate contingency plan changes to personnel and organizations supporting the contingency plan actions; g. Incorporate lessons learned from contingency plan testing, training, or actual contingency activities into contingency testing and training; and h. Protect the contingency plan from unauthorized disclosure and modification.
Supplemental Guidance (from NIST 800-53)	Contingency planning for information systems is part of an overall organizational program for achieving continuity of operations for mission/business functions. Contingency planning addresses both information system restoration and implementation of alternative mission/business processes when systems are compromised. The effectiveness of contingency planning is maximized by considering such planning throughout the phases of the system development life cycle. Performing contingency planning on hardware, software, and firmware development can be an effective means of achieving information system resiliency. Contingency plans reflect the degree of restoration required for organizational information systems since not all systems may need to fully recover to achieve the level of continuity of operations desired. Information system recovery objectives reflect applicable laws, Executive Orders, directives, policies, standards, regulations, and guidelines. In addition to information system availability, contingency plans also address other security-related events resulting in a reduction in mission and/or business effectiveness, such as malicious attacks compromising the confidentiality or integrity of information systems. Actions addressed in contingency plans include, for example, orderly/graceful degradation, information system shutdown, fallback to a manual mode, alternate information flows, and operating in modes reserved for when systems are under attack. By closely coordinating contingency planning with incident handling activities, organizations can ensure that the necessary contingency planning activities are in place and activated in the event of a security incident. Related controls: AC-14, CP-6, CP-7, CP-8, CP-9, CP-10, IR-4, IR-8, MP-2, MP-4, MP-5, PM-8, PM-11.

6. **Data Minimization and Retention (DM)**

Control Number	DM-2
Title	Data Retention and Disposal
CDSS Requirement	The organization must: a. Retain each collection of PII no longer than required for the organization's business process or evidentiary purposes; b. Dispose of, destroys, erases, and/or anonymizes the PII, regardless of the method of storage, in accordance with a NARA-approved record retention schedule and in a manner that prevents loss, theft, misuse, or unauthorized access; and c. Use organization-defined techniques or methods to ensure secure deletion or destruction of PII (including originals, copies, and archived records). .
Supplemental Guidance (from NIST 800-53)	NARA provides retention schedules that govern the disposition of federal records. Program officials coordinate with records officers and with NARA to identify appropriate retention periods and disposal methods. NARA may require organizations to retain PII longer than is operationally needed. In those situations, organizations describe such requirements in the notice. Methods of storage include, for example, electronic, optical media, or paper. Examples of ways organizations may reduce holdings include reducing the types of PII held (e.g., delete Social Security numbers if their use is no longer needed) or shortening the retention period for PII that is maintained if it is no longer necessary to keep PII for long periods of time (this effort is undertaken in consultation with an organization's records officer to receive NARA approval). In both examples, organizations provide notice (e.g., an updated System of Records Notice) to inform the public of any changes in holdings of PII. Certain read-only archiving techniques, such as DVDs, CDs, microfilm, or microfiche, may not permit the removal of individual records without the destruction of the entire database contained on such media. Related controls: AR-4, AU-11, DM-1, MP-1, MP-2, MP-3, MP-4, MP-5, MP-6, MP-7, MP-8, SI-12, TR-1.

7. **Identification and Authentication (IA)**

Control Number	IA-2
Title	Identification and Authentication (Organizational Users)
CDSS Requirement	The organization's information system must uniquely identify and authenticate organizational users (or processes acting on behalf of organizational users).
Supplemental Guidance (from NIST 800-53)	Organizational users include employees or individuals that organizations deem to have equivalent status of employees (e.g., contractors, guest researchers). This control applies to all accesses other than: (i) accesses that are explicitly identified and documented in AC-14; and (ii) accesses that occur through authorized use of group authenticators without individual authentication. Organizations may require unique identification of individuals in group accounts (e.g., shared privilege accounts) or for detailed accountability of individual activity. Organizations employ passwords, tokens, or biometrics to authenticate user identities, or in the case multifactor authentication, or some combination thereof. Access to organizational information systems is defined as either local access or network access. Local access is any access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained by direct connections without the use of networks. Network access is access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained through network connections (i.e., nonlocal accesses). Remote access is a type of network access that involves communication through external networks (e.g., the Internet). Internal networks include local area networks and wide area networks. In addition, the use of encrypted virtual private networks (VPNs) for network connections between organization-controlled endpoints and non-organization controlled endpoints may be treated as internal networks from the perspective of protecting the confidentiality and integrity of information traversing the network. Organizations can satisfy the identification and authentication requirements in this control by complying with the requirements in Homeland Security Presidential Directive 12 consistent with the specific organizational implementation plans. Multifactor authentication requires the use of two or more different factors to achieve authentication. The factors are defined as: (i) something you know (e.g., password, personal identification number [PIN]); (ii) something you have (e.g., cryptographic identification device, token); or (iii) something you are (e.g., biometric). Multifactor solutions that require devices separate from information systems gaining access include, for example, hardware tokens providing time-based or challenge-response authenticators and smart cards such as the U.S. Government Personal Identity Verification card and the DoD common access card. In addition to identifying and authenticating users at the information system level (i.e., at logon), organizations also employ identification and authentication mechanisms at the application level, when necessary, to provide increased information security. Identification and authentication requirements for other than organizational users are described in IA-8. Related controls: AC-2, AC-3, AC-14, AC-17, AC-18, IA-4, IA-5, IA-8.

Control Number	IA-5
Title	Authenticator Management
CDSS Requirement	The organization must manage information system authenticators by: a. Verifying, as part of the initial authenticator distribution, the identity of the individual, group, role, or device receiving the authenticator; b. Establishing initial authenticator content for authenticators defined by the organization; c. Ensuring that authenticators have sufficient strength of mechanism for their intended use; d. Establishing and implementing administrative procedures for initial authenticator distribution, for lost/compromised or damaged authenticators, and for revoking authenticators; e. Changing default content of authenticators prior to information system installation; f. Establishing minimum and maximum lifetime restrictions and reuse conditions for authenticators; g. Changing/refreshing authenticators within organization-defined time period; h. Protecting authenticator content from unauthorized disclosure and modification; i. Requiring individuals to take, and having devices implement, specific security safeguards to protect authenticators; and j. Changing authenticators for group/role accounts when membership to those accounts changes.
Supplemental Guidance (from NIST 800-53)	Individual authenticators include, for example, passwords, tokens, biometrics, PKI certificates, and key cards. Initial authenticator content is the actual content (e.g., the initial password) as opposed to requirements about authenticator content (e.g., minimum password length). In many cases, developers ship information system components with factory default authentication credentials to allow for initial installation and configuration. Default authentication credentials are often well known, easily discoverable, and present a significant security risk. The requirement to protect individual authenticators may be implemented via control PL-4 or PS-6 for authenticators in the possession of individuals and by controls AC-3, AC-6, and SC-28 for authenticators stored within organizational information systems (e.g., passwords stored in hashed or encrypted formats, files containing encrypted or hashed passwords accessible with administrator privileges). Information systems support individual authenticator management by organization-defined settings and restrictions for various authenticator characteristics including, for example, minimum password length, password composition, validation time window for time synchronous one-time tokens, and number of allowed rejections during the verification stage of biometric authentication. Specific actions that can be taken to safeguard authenticators include, for example, maintaining possession of individual authenticators, not loaning or sharing individual authenticators with others, and reporting lost, stolen, or compromised authenticators immediately. Authenticator management includes issuing and revoking, when no longer needed, authenticators for temporary access such as that required for remote maintenance. Device authenticators include, for example, certificates and passwords. Related controls: AC-2, AC-3, AC-6, CM-6, IA-2, IA-4, IA-8, PL-4, PS- 5, PS-6, SC-12, SC-13, SC-17, SC-28.
Control Number	**IA-5(1)**
Title	Authenticator Management | Password-Based Authentication
CDSS Requirement	The information system, for password-based authentication, must: a. Enforces minimum password complexity of requirements for: * case sensitivity (upper and lower case letters), * number of characters (equal to or greater than fifteen characters), * mix of upper-case letters, lower-case letters, numbers, and special characters (at least one of each type); c. Stores and transmits only cryptographically-protected passwords; d. Enforces password lifetime of at least 180 days; e. Prohibits prior 10 passwords for reuse ; and f. Allows the use of a temporary password for system logons with an immediate change to a permanent password.
Supplemental Guidance (from NIST 800-53)	This control enhancement applies to single-factor authentication of individuals using passwords as individual or group authenticators, and in a similar manner, when passwords are part of multifactor authenticators. This control enhancement does not apply when passwords are used to unlock hardware authenticators (e.g., Personal Identity Verification cards). The implementation of such password mechanisms may not meet all of the requirements in the enhancement. Cryptographically-protected passwords include, for example, encrypted versions of passwords and one-way cryptographic hashes of passwords. The number of changed characters refers to the number of changes required with respect to the total number of positions in the current password. Password lifetime restrictions do not apply to temporary passwords. To mitigate certain brute force attacks against passwords, organizations may also consider salting passwords. Related control: IA-6.

8. **Incident Response (IR)**

Control Number	IR-1
Title	Incident Response Policy and Procedures
CDSS Requirement	The organization must: a. Develops, documents, and disseminates to organization-defined personnel or roles: 1. An incident response policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the incident response policy and associated incident response controls; and b. Reviews and updates the current: 1. Incident response policy with organization-defined frequency; and 2. Incident response procedures with organization-defined frequency. *CDSS and NIST Guidelines encourage agencies to consider establishing incident response teams or identifying individuals specifically responsible for addressing PII and CDSS data breaches.*
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the IR family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	**IR-2**
Title	Incident Response Training
CDSS Requirement	The organization must provide incident response training to information system users consistent with assigned roles and responsibilities: a. Within organization-defined time period of assuming an incident response role or responsibility; b. When required by information system changes; and c. With organization-defined frequency thereafter.
Supplemental Guidance (from NIST 800-53)	Incident response training provided by organizations is linked to the assigned roles and responsibilities of organizational personnel to ensure the appropriate content and level of detail is included in such training. For example, regular users may only need to know who to call or how to recognize an incident on the information system; system administrators may require additional training on how to handle/remediate incidents; and incident responders may receive more specific training on forensics, reporting, system recovery, and restoration. Incident response training includes user training in the identification and reporting of suspicious activities, both from external and internal sources. Related controls: AT-3, CP-3, IR-8.
Control Number	**IR-4**
Title	Incident Handling
CDSS Requirement	The organization must: a. Implements an incident handling capability for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery; b. Coordinates incident handling activities with contingency planning activities; and c. Incorporates lessons learned from ongoing incident handling activities into incident response procedures, training, and testing, and implements the resulting changes accordingly.
Supplemental Guidance (from NIST 800-53)	Organizations recognize that incident response capability is dependent on the capabilities of organizational information systems and the mission/business processes being supported by those systems. Therefore, organizations consider incident response as part of the definition, design, and development of mission/business processes and information systems. Incident-related information can be obtained from a variety of sources including, for example, audit monitoring, network monitoring, physical access monitoring, user/administrator reports, and reported supply chain events. Effective incident handling capability includes coordination among many organizational entities including, for example, mission/business owners, information system owners, authorizing officials, human resources offices, physical and personnel security offices, legal departments, operations personnel, procurement offices, and the risk executive (function). Related controls: AU-6, CM-6, CP-2, CP-4, IR-2, IR-3, IR-8, PE-6, SC-5, SC-7, SI-3, SI-4, SI-7.

Control Number	IR-8
Title	Incident Response Plan
CDSS Requirement	The organization must: a. Develop an incident response plan that: 1. Provides the organization with a roadmap for implementing its incident response capability; 2. Describes the structure and organization of the incident response capability; 3. Provides a high-level approach for how the incident response capability fits into the overall organization; 4. Meets the unique requirements of te organization, which relate to mission, size, structure, and functions; 5. Defines reportable incidents; 6. Provides metrics for measuring the incident response capability within the organization; 7. Defines the resources and management support needed to effectively maintain and mature an incident response capability; and 8. Is reviewed and approved by organization-defined personnel or roles; b. Distribute copies of the incident response plan to organization-defined incident response personnel (identified by name and/or by role) and organizational elements; c. Review the incident response plan organization-defined frequency; d. Updates the incident response plan to address system/organizational changes or problems encountered during plan implementation, execution, or testing; e. Communicate incident response plan changes to organization-defined incident response personnel (identified by name and/or by role) and organizational elements]; and f. Protect the incident response plan from unauthorized disclosure and modification.
Supplemental Guidance (from NIST 800-53)	It is important that organizations develop and implement a coordinated approach to incident response. Organizational missions, business functions, strategies, goals, and objectives for incident response help to determine the structure of incident response capabilities. As part of a comprehensive incident response capability, organizations consider the coordination and sharing of information with external organizations, including, for example, external service providers and organizations involved in the supply chain for organizational information systems. Related controls: MP-2, MP-4, MP-5.

9. **Media Protection (MP)**

Control Number	MP-2
Title	Media Access
CDSS Requirement	The organization must: Restricts access to PII to County Workers who require access to PII for purposes of administering the program or as required for the administration of other public benefit programs.
Supplemental Guidance (from NIST 800-53)	Information system media includes both digital and non-digital media. Digital media includes, for example, diskettes, magnetic tapes, external/removable hard disk drives, flash drives, compact disks, and digital video disks. Non-digital media includes, for example, paper and microfilm. Restricting non-digital media access includes, for example, denying access to patient medical records in a community hospital unless the individuals seeking access to such records are authorized healthcare providers. Restricting access to digital media includes, for example, limiting access to design specifications stored on compact disks in the media library to the project leader and the individuals on the development team. Related controls: AC-3, IA-2, MP-4, PE-2, PE-3, PL-2.
Control Number	MP-6
Title	Media Sanitization
CDSS Requirement	The organization must: a. Sanitize media containing PII prior to disposal, release out of organizational control, or release for reuse in accordance with applicable federal and organizational standards and policies; and b. Employs sanitization mechanisms with the strength and integrity commensurate with the security category or classification of the information.
Supplemental Guidance (from NIST 800-53)	This control applies to all information system media, both digital and non-digital, subject to disposal or reuse, whether or not the media is considered removable. Examples include media found in scanners, copiers, printers, notebook computers, workstations, network components, and mobile devices. The sanitization process removes information from the media such that the information cannot be retrieved or reconstructed. Sanitization techniques, including clearing, purging, cryptographic erase, and destruction, prevent the disclosure of information to unauthorized individuals when such media is reused or released for disposal. Organizations determine the appropriate sanitization methods recognizing that destruction is sometimes necessary when other methods cannot be applied to media requiring sanitization. Organizations use discretion on the employment of approved sanitization techniques and procedures for media containing information deemed to be in the public domain or publicly releasable, or deemed to have no adverse impact on organizations or individuals if released for reuse or disposal. Sanitization of non-digital media includes, for example, removing a classified appendix from an otherwise unclassified document, or redacting selected sections or words from a document by obscuring the redacted sections/words in a manner equivalent in effectiveness to removing them from the document. NSA standards and policies control the sanitization process for media containing classified information. Related controls: MA-2, MA-4, RA-3, SC-4.

10. **Personnel Security (PS)**

Control Number	PS-3
Title	Personnel Screening
CDSS Requirement	The organization must: a. Screen individuals (employees, contractors and agents) prior to authorizing access to the information system and PII.
Supplemental Guidance (from NIST 800-53)	Personnel screening and rescreening activities reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, guidance, and specific criteria established for the risk designations of assigned positions. Organizations may define different rescreening conditions and frequencies for personnel accessing information systems based on types of information processed, stored, or transmitted by the systems.
Control Number	PS-4
Title	Personnel Termination
CDSS Requirement	The organization, upon termination of individual employment, must: a. Disable information system access; b. Terminate/revoke any authenticators/credentials associated with the individual; c. Conduct exit interviews, as needed; d. Retrieve all security-related organizational information system-related property; e. Retain access to organizational information and information systems formerly controlled by terminated individual; and f. Notified organization-defined personnel upon termination.
Supplemental Guidance (from NIST 800-53)	Information system-related property includes, for example, hardware authentication tokens, system administration technical manuals, keys, identification cards, and building passes. Exit interviews ensure that terminated individuals understand the security constraints imposed by being former employees and that proper accountability is achieved for information system-related property. Security topics of interest at exit interviews can include, for example, reminding terminated individuals of nondisclosure agreements and potential limitations on future employment. Exit interviews may not be possible for some terminated individuals, for example, in cases related to job abandonment, illnesses, and non-availability of supervisors. Exit interviews are important for individuals with security clearances. Timely execution of termination actions is essential for individuals terminated for cause. In certain situations, organizations consider disabling the information system accounts of individuals that are being terminated prior to the individuals being notified. Related controls: AC-2, IA-4, PE-2, PS-5, PS-6.
Control Number	PS-6
Title	Access Agreements
CDSS Requirement	The organization must: a. Develop and document access agreements for organizational information systems; b. Reviews and updates the access agreements at organization-defined frequency; and c. Ensure that individuals requiring access to organizational information and information systems: 1. Sign appropriate access agreements prior to being granted access; and 2. Re-sign access agreements to maintain access to organizational information systems when access agreements have been updated or at an organization-defined frequency. CDSS requires that contracts for periodic disposal/destruction of case files or other print media contain a non-disclosure agreement signed by all personnel who will encounter products that contain PII.
Supplemental Guidance (from NIST 800-53)	Supplemental Guidance: Access agreements include, for example, nondisclosure agreements, acceptable use agreements, rules of behavior, and conflict-of-interest agreements. Signed access agreements include an acknowledgement that individuals have read, understand, and agree to abide by the constraints associated with organizational information systems to which access is authorized. Organizations can use electronic signatures to acknowledge access agreements unless specifically prohibited by organizational policy. Related control: PL-4, PS-2, PS-3, PS-4, PS-8.

Control Number	PS-7
Title	Third-Party Personnel Security
CDSS Requirement	The organization must: a. Establishes personnel security requirements including security roles and responsibilities for county agents, subcontractors, and vendors; b. Requires third-party providers to comply with personnel security policies and procedures established by the organization; c. Documents personnel security requirements; d. Requires third-party providers to notify organization-defined personnel or roles of any personnel transfers or terminations of third-party personnel who possess organizational credentials and/or badges, or who have information system privileges within organization-defined time period; and e. Monitors provider compliance. *The service level agreements with the contractors and agents must contain non-disclosure language as it pertains to PII. The statement shall include, at a minimum, a description of the following:* *1. General Use of PII;* *2. Security and Privacy Safeguards for PII;* *3. Unacceptable Use of PII; and* *4. Enforcement Policies.* *The county department/agency must retain the non-disclosure agreements for at least five (5) to seven (7) years for all contractors and agents who processes, views, or encounters PII as part of their duties*
Supplemental Guidance (from NIST 800-53)	Third-party providers include, for example, service bureaus, contractors, and other organizations providing information system development, information technology services, outsourced applications, and network and security management. Organizations explicitly include personnel security requirements in acquisition-related documents. Third-party providers may have personnel working at organizational facilities with credentials, badges, or information system privileges issued by organizations. Notifications of third-party personnel changes ensure appropriate termination of privileges and credentials. Organizations define the transfers and terminations deemed reportable by security-related characteristics that include, for example, functions, roles, and nature of credentials/privileges associated with individuals transferred or terminated. Related controls: PS-2, PS-3, PS-4, PS-5, PS-6, SA-9, SA-21.
Control Number	PS-8
Title	Personnel Sanctions
CDSS Requirement	The organization must: a. Employ a formal sanctions process for individuals failing to comply with established information security policies and procedures; and b. Notify organization personnel within the organization-defined time period when a formal employee sanctions process is initiated, identifying the individual sanctioned and the reason for the sanction. *If a member of the county's workforce, as defined at 45 CFR 160.103 and inclusive of an employee, contractor, or agent is subject to an adverse action by the organization (e.g., reduction in pay, disciplinary action, termination of employment, termination of contract for services), CDSS recommends the organization remove his or her access to PII in advance of the adverse action to reduce the possibility that will the individual will perform unauthorized activities that involve PII, if applicable.*
Supplemental Guidance (from NIST 800-53)	Organizational sanctions processes reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Sanctions processes are described in access agreements and can be included as part of general personnel policies and procedures for organizations. Organizations consult with the Office of the General Counsel regarding matters of employee sanctions. Related controls: PL-4, PS-6.

11. **Physical and Environmental Protection (PE)**

Control Number	PE-3
Title	Physical Access Control
CDSS Requirement	The organization must: a. Enforce physical access authorizations at entry and exit points to the facility where the information system resides by; 1. Verifying individual access authorizations before granting access to the facility; and 2. Controlling ingress/egress to the facility using physical access control systems/devices and/or guards; b. Maintain physical access audit logs for entry and exit points; c. Provide security safeguards to control access to areas within the facility officially designated as publicly accessible; d. Escort visitors and monitors visitor activity; e. Secure keys, combinations, and other physical access devices; f. Inventory physical access devices; and g. Changes combinations and keys at minimum when keys are lost, combinations are compromised, or individuals are transferred or terminated
Supplemental Guidance (from NIST 800-53)	This control applies to organizational employees and visitors. Individuals (e.g., employees, contractors, and others) with permanent physical access authorization credentials are not considered visitors. Organizations determine the types of facility guards needed including, for example, professional physical security staff or other personnel such as administrative staff or information system users. Physical access devices include, for example, keys, locks, combinations, and card readers. Safeguards for publicly accessible areas within organizational facilities include, for example, cameras, monitoring by guards, and isolating selected information systems and/or system components in secured areas. Physical access control systems comply with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance. The Federal Identity, Credential, and Access Management Program provides implementation guidance for identity, credential, and access management capabilities for physical access control systems. Organizations have flexibility in the types of audit logs employed. Audit logs can be procedural (e.g., a written log of individuals accessing the facility and when such access occurred), automated (e.g., capturing ID provided by a PIV card), or some combination thereof. Physical access points can include facility access points, interior access points to information systems and/or components requiring supplemental access controls, or both. Components of organizational information systems (e.g., workstations, terminals) may be located in areas designated as publicly accessible with organizations safeguarding access to such devices. Related controls: AU-2, AU-6, MP-2, MP-4, PE-2, PE-4, PE-5, PS-3, RA-3.
Control Number	PE-6
Title	Monitoring Physical Access
CDSS Requirement	The organization must: a. Monitors physical access to the facility where the information system resides to detect and respond to physical security incidents; b. Reviews physical access logs organization-defined frequency and upon occurrence of security incidents; and c. Coordinates results of reviews and investigations with the organizational incident response capability.
Supplemental Guidance (from NIST 800-53)	Organizational incident response capabilities include investigations of and responses to detected physical security incidents. Security incidents include, for example, apparent security violations or suspicious physical access activities. Suspicious physical access activities include, for example: (i) accesses outside of normal work hours; (ii) repeated accesses to areas not normally accessed; (iii) accesses for unusual lengths of time; and (iv) out-of-sequence accesses. Related controls: CA-7, IR-4, IR-8.

12. **Planning (PL)**

Control Number	PL-1
Title	Security Planning Policy and Procedures
CDSS Requirement	The organization must: a. Develop, document, and disseminate to personnel and organizations with access to PII: 1. A security planning policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the security planning policy and associated security planning controls; and b. Reviews and updates the current: 1. Security planning policy; and 2. Security planning procedures.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the PL family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies,
	standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	PL-2
Title	System Security Plan
CDSS Requirement	The organization must: a. Develop a security plan for the information system that: 1. Is consistent with the organization's enterprise architecture; 2. Explicitly defines the authorization boundary for the system; 3. Describes the operational context of the information system in terms of missions and business processes; 4. Provides the security categorization of the information system including supporting rationale; 5. Describes the operational environment for the information system and relationships with or connections to other information systems; 6. Provides an overview of the security requirements for the system; 7. Identifies any relevant overlays, if applicable; 8. Describes the security controls in place or planned for meeting those requirements including a rationale for the tailoring decisions; and 9. Is reviewed and approved by the authorizing official or designated representative prior to plan implementation; b. Distribute copies of the security plan and communicates subsequent changes to the plan to personnel and organizations with security responsibilities; c. Review the security plan for the information system; d. Update the plan to address changes to the information system/environment of operation or problems identified during plan implementation or security control assessments; and e. Protect the security plan from unauthorized disclosure and modification. *Organization's security plan should include detailed information specific to safeguarding Medi-Cal PII.*
Supplemental Guidance (from NIST 800-53)	Security plans relate security requirements to a set of security controls and control enhancements. Security plans also describe, at a high level, how the security controls and control enhancements meet those security requirements, but do not provide detailed, technical descriptions of the specific design or implementation of the controls/enhancements. Security plans contain sufficient information (including the specification of parameter values for assignment and selection statements either explicitly or by reference) to enable a design and implementation that is unambiguously compliant with the intent of the plans and subsequent determinations of risk to organizational operations and assets, individuals, other organizations, and the Nation if the plan is implemented as intended. Organizations can also apply tailoring guidance to the security control baselines in Appendix D and CNSS Instruction 1253 to develop overlays for community-wide use or to address specialized requirements, technologies, or missions/environments of operation (e.g., DoD-tactical, Federal Public Key Infrastructure, or Federal Identity, Credential, and Access Management, space operations). Appendix I provides guidance on developing overlays. Security plans need not be single documents; the plans can be a collection of various documents including documents that already exist. Effective security plans make extensive use of references to policies, procedures, and additional documents (e.g., design and implementation specifications) where more detailed information can be obtained. This reduces the documentation requirements associated with security programs and maintains security-related information in other established management/operational areas related to enterprise architecture, system development life cycle, systems engineering, and acquisition. For example, security plans do not contain detailed contingency plan or incident response plan information but instead provide explicitly or by reference, sufficient information to define what needs to be accomplished by those plans. Related controls: AC-2, AC-6, AC-14, AC-17, AC-20, CA-2, CA-3, CA-7, CM-9, CP-2, IR-8, MA-4, MA-5, MP-2, MP-4, MP-5, PL-7, PM-1, PM-7, PM-8, PM-9, PM-11, SA-5, SA-17.

13. **Risk Assessment (RA)**

Control Number	RA-1
Title	Risk Assessment Policy and Procedures
CDSS Requirement	The organization must: a. Develop, document, and disseminate to system owners using PII: 1. A risk assessment policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the risk assessment policy and associated risk assessment controls.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the RA family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	RA-3
Title	Risk Assessment
CDSS Requirement	The organization must: a. Conduct an assessment of risk, including the likelihood and magnitude of harm, from the unauthorized access, use, disclosure, disruption, modification, or destruction of the information system and the information it processes, stores, or transmits; b. Documents risk assessment results in a risk assessment report or organization defined risk report document. c. Review risk assessment results annually; and e. Update the risk assessment whenever there are significant changes to the information system or environment of operation (including the identification of new threats and vulnerabilities), or other conditions that may impact the security state of the system.
Supplemental Guidance (from NIST 800-53)	Clearly defined authorization boundaries are a prerequisite for effective risk assessments. Risk assessments take into account threats, vulnerabilities, likelihood, and impact to organizational operations and assets, individuals, other organizations, and the Nation based on the operation and use of information systems. Risk assessments also take into account risk from external parties (e.g., service providers, contractors operating information systems on behalf of the organization, individuals accessing organizational information systems, outsourcing entities). In accordance with OMB policy and related E-authentication initiatives, authentication of public users accessing federal information systems may also be required to protect nonpublic or privacy-related information. As such, organizational assessments of risk also address public access to federal information systems. Risk assessments (either formal or informal) can be conducted at all three tiers in the risk management hierarchy (i.e., organization level, mission/business process level, or information system level) and at any phase in the system development life cycle. Risk assessments can also be conducted at various steps in the Risk Management Framework, including categorization, security control selection, security control implementation, security control assessment, information system authorization, and security control monitoring. RA-3 is noteworthy in that the control must be partially implemented prior to the implementation of other controls in order to complete the first two steps in the Risk Management Framework. Risk assessments can play an important role in security control selection processes, particularly during the application of tailoring guidance, which includes security control supplementation. Related controls: RA-2, PM- 9.

Control Number	RA-5
Title	Vulnerability Scanning
CDSS Requirement	The organization must: a. Scan for vulnerabilities in the information system and hosted applications at a minimum of a monthly basis and when new vulnerabilities potentially affecting the system/applications are identified and reported; b. Employ vulnerability scanning tools and techniques that facilitate interoperability among tools and automate parts of the vulnerability management process by using standards for: 1. Enumerating platforms, software flaws, and improper configurations; a. Analyze vulnerability scan reports and results from security control assessments; b. Remediate legitimate vulnerabilities within organization defined time periods in accordance with an organizational assessment of risk; and c. Share information obtained from the vulnerability scanning process and security control assessments with all impacted system owners to help eliminate similar vulnerabilities in other information systems (i.e., systemic weaknesses or deficiencies).
Supplemental Guidance (from NIST 800-53)	Security categorization of information systems guides the frequency and comprehensiveness of vulnerability scans. Organizations determine the required vulnerability scanning for all information system components, ensuring that potential sources of vulnerabilities such as networked printers, scanners, and copiers are not overlooked. Vulnerability analyses for custom software applications may require additional approaches such as static analysis, dynamic analysis, binary analysis, or a hybrid of the three approaches. Organizations can employ these analysis approaches in a variety of tools (e.g., web-based application scanners, static analysis tools, binary analyzers) and in source code reviews. Vulnerability scanning includes, for example: (i) scanning for patch levels; (ii) scanning for functions, ports, protocols, and services that should not be accessible to users or devices; and (iii) scanning for improperly configured or incorrectly operating information flow control mechanisms. Organizations consider using tools that express vulnerabilities in the Common Vulnerabilities and Exposures (CVE) naming convention and that use the Open Vulnerability Assessment Language (OVAL) to determine/test for the presence of vulnerabilities. Suggested sources for vulnerability information include the Common Weakness Enumeration (CWE) listing and the National Vulnerability Database (NVD). In addition, security control assessments such as red team exercises provide other sources of potential vulnerabilities for which to scan. Organizations also consider using tools that express vulnerability impact by the Common Vulnerability Scoring System (CVSS). Related controls: CA-2, CA-7, CM-4, CM-6, RA-2, RA-3, SA-11, SI-2.

14. **Security Assessment and Authorization (CA)**

Control Number	CA-2
Title	Security Assessments
CDSS Requirement	The organization must: a. Develops a security assessment plan that describes the scope of the assessment including: 1. Security controls and control enhancements under assessment; 2. Assessment procedures to be used to determine security control effectiveness; and 3. Assessment environment, assessment team, and assessment roles and responsibilities; b. Assesses the security controls in the information system and its environment of operation with organization-defined frequency to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting established security requirements; c. Produces a security assessment report that documents the results of the assessment; and d. Provides the results of the security control assessment to organization-defined individuals or roles.
Supplemental Guidance (from NIST 800-53)	Organizations assess security controls in organizational information systems and the environments in which those systems operate as part of: (i) initial and ongoing security authorizations; (ii) FISMA annual assessments; (iii) continuous monitoring; and (iv) system development life cycle activities. Security assessments: (i) ensure that information security is built into organizational information systems; (ii) identify weaknesses and deficiencies early in the development process; (iii) provide essential information needed to make risk-based decisions as part of security authorization processes; and (iv) ensure compliance to vulnerability mitigation procedures. Assessments are conducted on the implemented security controls from Appendix F (main catalog) and Appendix G (Program Management controls) as documented in System Security Plans and Information Security Program Plans. Organizations can use other types of assessment activities such as vulnerability scanning and system monitoring to maintain the security posture of information systems during the entire life cycle. Security assessment reports document assessment results in sufficient detail as deemed necessary by organizations, to determine the accuracy and completeness of the reports and whether the security controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting security requirements. The FISMA requirement for assessing security controls at least annually does not require additional assessment activities to those activities already in place in organizational security authorization processes. Security assessment results are provided to the individuals or roles appropriate for the types of assessments being conducted. For example, assessments conducted in support of security authorization decisions are provided to authorizing officials or authorizing official designated representatives. To satisfy annual assessment requirements, organizations can use assessment results from the following sources: (i) initial or ongoing information system authorizations; (ii) continuous monitoring; or (iii) system development life cycle activities. Organizations ensure that security assessment results are current, relevant to the determination of security control effectiveness, and obtained with the appropriate level of assessor independence. Existing security control assessment results can be reused to the extent that the results are still valid and can also be supplemented with additional assessments as needed. Subsequent to initial authorizations and in accordance with OMB policy, organizations assess security controls during continuous monitoring. Organizations establish the frequency for ongoing security control assessments in accordance with organizational continuous monitoring strategies. Information Assurance Vulnerability Alerts provide useful examples of vulnerability mitigation procedures. External audits (e.g., audits by external entities such as regulatory agencies) are outside the scope of this control. Related controls: CA-5, CA-6, CA-7, PM-9, RA-5, SA-11, SA-12, SI-4.

Control Number	CA-3
Title	System Interconnections
CDSS Requirement	The organization must: a. Authorizes connections from the information system to other information systems through the use of Interconnection Security Agreements; b. Documents, for each interconnection, the interface characteristics, security requirements, and the nature of the information communicated; and c. Reviews and updates Interconnection Security Agreements [Assignment: organization-defined frequency].
Supplemental Guidance (from NIST 800-53)	This control applies to dedicated connections between information systems (i.e., system interconnections) and does not apply to transitory, user-controlled connections such as email and website browsing. Organizations carefully consider the risks that may be introduced when information systems are connected to other systems with different security requirements and security controls, both within organizations and external to organizations. Authorizing officials determine the risk associated with information system connections and the appropriate controls employed. If interconnecting systems have the same authorizing official, organizations do not need to develop Interconnection Security Agreements. Instead, organizations can describe the interface characteristics between those interconnecting systems in their respective security plans. If interconnecting systems have different authorizing officials within the same organization, organizations can either develop Interconnection Security Agreements or describe the interface characteristics between systems in the security plans for the respective systems. Organizations may also incorporate Interconnection Security Agreement information into formal contracts, especially for interconnections established between federal agencies and nonfederal (i.e., private sector) organizations. Risk considerations also include information systems sharing the same networks. For certain technologies (e.g., space, unmanned aerial vehicles, and medical devices), there may be specialized connections in place during preoperational testing. Such connections may require Interconnection Security Agreements and be subject to additional security controls. Related controls: AC-3, AC-4, AC-20, AU-2, AU-12, AU-16, CA-7, IA-3, SA-9, SC-7, SI-4.
Control Number	CA-7
Title	Continuous Monitoring
CDSS Requirement	The organization must develop a continuous monitoring strategy and implement a continuous monitoring program that includes: a. Establishment of PII security controls to be monitored; c. Ongoing security control assessments in accordance with the organizational continuous monitoring strategy; d. Ongoing security status monitoring of PII security controls in accordance with the organizational continuous monitoring strategy; e. Correlation and analysis of security-related information generated by assessments and monitoring; f. Response actions to address results of the analysis of security-related information; and g. Reporting the security status of organization and the information system to organization-defined personnel or roles and to CDSS when requested.
Supplemental Guidance (from NIST 800-53)	Continuous monitoring programs facilitate ongoing awareness of threats, vulnerabilities, and information security to support organizational risk management decisions. The terms continuous and ongoing imply that organizations assess/analyze security controls and information security-related risks at a frequency sufficient to support organizational risk-based decisions. The results of continuous monitoring programs generate appropriate risk response actions by organizations. Continuous monitoring programs also allow organizations to maintain the security authorizations of information systems and common controls over time in highly dynamic environments of operation with changing mission/business needs, threats, vulnerabilities, and technologies. Having access to security-related information on a continuing basis through reports/dashboards gives organizational officials the capability to make more effective and timely risk management decisions, including ongoing security authorization decisions. Automation supports more frequent updates to security authorization packages, hardware/software/firmware inventories, and other system information. Effectiveness is further enhanced when continuous monitoring outputs are formatted to provide information that is specific, measurable, actionable, relevant, and timely. Continuous monitoring activities are scaled in accordance with the security categories of information systems. Related controls: CA-2, CA-5, CA-6, CM-3, CM-4, PM-6, PM-9, RA-5, SA-11, SA-12, SI-2, SI-4.

Control Number	CA-8
Title	Penetration Testing
CDSS Requirement	The organization must conduct penetration testing annually on systems storing, processing, or transmitting PII.
Supplemental	Penetration testing is a specialized type of assessment conducted on information systems or
Guidance (from NIST 800-53)	individual system components to identify vulnerabilities that could be exploited by adversaries. Such testing can be used to either validate vulnerabilities or determine the degree of resistance organizational information systems have to adversaries within a set of specified constraints (e.g., time, resources, and/or skills). Penetration testing attempts to duplicate the actions of adversaries in carrying out hostile cyber-attacks against organizations and provides a more in-depth analysis of security-related weaknesses/deficiencies. Organizations can also use the results of vulnerability analyses to support penetration testing activities. Penetration testing can be conducted on the hardware, software, or firmware components of an information system and can exercise both physical and technical security controls. A standard method for penetration testing includes, for example: (i) pretest analysis based on full knowledge of the target system; (ii) pretest identification of potential vulnerabilities based on pretest analysis; and (iii) testing designed to determine exploitability of identified vulnerabilities. All parties agree to the rules of engagement before the commencement of penetration testing scenarios. Organizations correlate the penetration testing rules of engagement with the tools, techniques, and procedures that are anticipated to be employed by adversaries carrying out attacks. Organizational risk assessments guide decisions on the level of independence required for personnel conducting penetration testing. Related control: SA-12.

15. **System and Communications Protection (SC)**

Control Number	SC-7
Title	Boundary Protection
CDSS Requirement	The organization information system must: a. Monitor and control communications at the external boundary of the system and at key internal boundaries within the system; b. Implements subnetworks for publicly accessible system components that are physically and logically separated from internal organizational networks; and c. Connect to external networks or information systems only through managed interfaces consisting of boundary protection devices arranged in accordance with an organizational security architecture.
Supplemental Guidance (from NIST 800-53)	Managed interfaces include, for example, gateways, routers, firewalls, guards, network-based malicious code analysis and virtualization systems, or encrypted tunnels implemented within a security architecture (e.g., routers protecting firewalls or application gateways residing on
	protected subnetworks). Subnetworks that are physically or logically separated from internal networks are referred to as demilitarized zones or DMZs. Restricting or prohibiting interfaces within organizational information systems includes, for example, restricting external web traffic to designated web servers within managed interfaces and prohibiting external traffic that appears to be spoofing internal addresses. Organizations consider the shared nature of commercial telecommunications services in the implementation of security controls associated with the use of such services. Commercial telecommunications services are commonly based on network components and consolidated management systems shared by all attached commercial customers, and may also include third party-provided access lines and other service elements. Such transmission services may represent sources of increased risk despite contract security provisions. Related controls: AC-4, AC-17, CA-3, CM-7, CP-8, IR-4, RA-3, SC-5, SC-13.
Control Number	**SC-8**
Title	Transmission Confidentiality and Integrity
CDSS Requirement	The organization information system must: Protect the confidentiality of transmitted information.
Supplemental Guidance (from NIST 800-53)	This control applies to both internal and external networks and all types of information system components from which information can be transmitted (e.g., servers, mobile devices, notebook computers, printers, copiers, scanners, facsimile machines). Communication paths outside the physical protection of a controlled boundary are exposed to the possibility of interception and modification. Protecting the confidentiality and/or integrity of organizational information can be accomplished by physical means (e.g., by employing protected distribution systems) or by logical means (e.g., employing encryption techniques). Organizations relying on commercial providers offering transmission services as commodity services rather than as fully dedicated services (i.e., services which can be highly specialized to individual customer needs), may find it difficult to obtain the necessary assurances regarding the implementation of needed security controls for transmission confidentiality/integrity. In such situations, organizations determine what types of confidentiality/integrity services are available in standard, commercial telecommunication service packages. If it is infeasible or impractical to obtain the necessary security controls and assurances of control effectiveness through appropriate contracting vehicles, organizations implement appropriate compensating security controls or explicitly accept the additional risk. Related controls: AC-17, PE-4.

Control Number	**SC-8(1)**
Title	Transmission Confidentiality and Integrity | Cryptographic or Alternate Physical Protection
CDSS Requirement	The organization information system must implement cryptographic mechanisms to prevent unauthorized disclosure of information during transmission.
Supplemental Guidance (from NIST 800-53)	Encrypting information for transmission protects information from unauthorized disclosure and modification. Cryptographic mechanisms implemented to protect information integrity include, for example, cryptographic hash functions which have common application in digital signatures, checksums, and message authentication codes. Alternative physical security safeguards include, for example, protected distribution systems. Related control: SC-13.
Control Number	SC-13
Title	Cryptographic Protection
CDSS Requirement	The organization information system must implement FIPS 140-3 compliant encryption modules in accordance with applicable federal laws, Executive Orders, directives, policies, regulations, and standards.
Supplemental Guidance (from NIST 800-53)	Cryptography can be employed to support a variety of security solutions including, for example, the protection of classified and Controlled Unclassified Information, the provision of digital signatures, and the enforcement of information separation when authorized individuals have the necessary clearances for such information but lack the necessary formal access approvals. Cryptography can also be used to support random number generation and hash generation. Generally applicable cryptographic standards include FIPS-validated cryptography and NSA-approved cryptography. This control does not impose any requirements on organizations to use cryptography. However, if cryptography is required based on the selection of other security controls, organizations define each type of cryptographic use and the type of cryptography required (e.g., protection of classified information: NSA-approved cryptography; provision of digital signatures: FIPS-validated cryptography). Related controls: AC-2, AC-3, AC-7, AC-17, AC-18, AU-9, AU-10, CM-11, CP-9, IA-3, IA-7, MA-4, MP-2, MP-4, MP-5, SA-4, SC-8, SC-12, SC-28, SI-7.
Control Number	SC-28
Title	Protection of Information at Rest
CDSS Requirement	The organization information system must: Protect the confidentiality of PII at rest.
Supplemental Guidance (from NIST 800-53)	This control addresses the confidentiality and integrity of information at rest and covers user information and system information. Information at rest refers to the state of information when it is located on storage devices as specific components of information systems. System-related information requiring protection includes, for example, configurations or rule sets for firewalls, gateways, intrusion detection/prevention systems, filtering routers, and authenticator content. Organizations may employ different mechanisms to achieve confidentiality and integrity protections, including the use of cryptographic mechanisms and file share scanning. Integrity protection can be achieved, for example, by implementing Write-Once-Read-Many (WORM) technologies. Organizations may also employ other security controls including, for example, secure off-line storage in lieu of online storage when adequate protection of information at rest cannot otherwise be achieved and/or continuous monitoring to identify malicious code at rest. Related controls: AC-3, AC-6, CA-7, CM-3, CM-5, CM-6, PE-3, SC-8, SC-13, SI-3, SI-7.

16. **System and Information Integrity (SI)**

Control Number	SI-2
Title	Flaw Remediation
CDSS Requirement	The organization must: a. Identify, report, and correct information system flaws; b. Tests software and firmware updates related to flaw remediation for effectiveness and potential side effects before installation; c. Installs security-relevant software and firmware updates, within acceptable organization standards, of the release of the updates; and d. Incorporates flaw remediation into the organizational configuration management process.
Supplemental Guidance (from NIST 800-53)	Organizations identify information systems affected by announced software flaws including potential vulnerabilities resulting from those flaws, and report this information to designated organizational personnel with information security responsibilities. Security-relevant software updates include, for example, patches, service packs, hot fixes, and anti-virus signatures. Organizations also address flaws discovered during security assessments, continuous monitoring, incident response activities, and system error handling. Organizations take advantage of available resources such as the Common Weakness Enumeration (CWE) or Common Vulnerabilities and Exposures (CVE) databases in remediating flaws discovered in organizational information systems. By incorporating flaw remediation into ongoing configuration management processes, required/anticipated remediation actions can be tracked and verified. Flaw remediation actions that can be tracked and verified include, for example, determining whether organizations follow US-CERT guidance and Information Assurance Vulnerability Alerts. Organization-defined time periods for updating security-relevant software and firmware may vary based on a variety of factors including, for example, the security category of the information system or the criticality of the update (i.e., severity of the vulnerability related to the discovered flaw). Some types of flaw remediation may require more testing than other types. Organizations determine the degree and type of testing needed for the specific type of flaw remediation activity under consideration and also the types of changes that are to be configuration-managed. In some situations, organizations may determine that the testing of software and/or firmware updates is not necessary or practical, for example, when implementing simple anti-virus signature updates. Organizations may also consider in testing decisions, whether security-relevant software or firmware updates are obtained from authorized sources with appropriate digital signatures. Related controls: CA-2, CA-7, CM-3, CM-5, CM-8, MA-2, IR-4, RA-5, SA-10, SA-11, SI-11.
Control Number	SI-3
Title	Malicious Code Protection
CDSS Requirement	The organization must: a. Employ malicious code protection mechanisms at information system entry and exit points to detect and eradicate malicious code; b. Update malicious code protection mechanisms whenever new releases are available in accordance with organizational configuration management policy and procedures; c. Configure malicious code protection mechanisms to: 1. Perform periodic scans of the information system and real-time scans of files from external sources at the endpoint and network entry/exit points as the files are downloaded, opened, or executed in accordance with organizational security policy; and 2. Block malicious code or quarantine malicious code, and send alert to administrator for incident handling in response to malicious code detection; and d. Address the receipt of false positives during malicious code detection and eradication and the resulting potential impact on the availability of the information system
Supplemental Guidance (from NIST 800-53)	Information system entry and exit points include, for example, firewalls, electronic mail servers, web servers, proxy servers, remote-access servers, workstations, notebook computers, and mobile devices. Malicious code includes, for example, viruses, worms, Trojan horses, and spyware. Malicious code can also be encoded in various formats (e.g., UUENCODE, Unicode), contained within compressed or hidden files, or hidden in files using steganography. Malicious code can be transported by different means including, for example, web accesses, electronic mail, electronic mail attachments, and portable storage devices. Malicious code insertions occur through the exploitation of information system vulnerabilities. Malicious code protection mechanisms include, for example, anti-virus signature definitions and reputation-based technologies. A variety of technologies and methods exist to limit or eliminate the effects of malicious code. Pervasive configuration management and comprehensive software integrity controls may be effective in preventing execution of unauthorized code. In addition to commercial off-the-shelf software, malicious code may also be present in custom-built software. This could include, for example, logic bombs, back doors, and other types of cyber attacks that could affect organizational missions/business functions. Traditional malicious code protection mechanisms cannot always detect such code. In these situations, organizations rely instead on other safeguards including, for example, secure coding practices, configuration management and control, trusted procurement processes, and monitoring practices to help ensure that software does not perform functions other than the functions intended. Organizations may determine that in response to the detection of malicious code, different actions may be warranted. For example, organizations can define actions in response to malicious code detection during periodic scans, actions in response to detection of malicious downloads, and/or actions in response to detection of maliciousness when attempting to open or execute files. Related controls: CM-3, MP-2, SA-4, SA-8, SA-12, SA-13, SC-7, SC-26, SC-44, SI-2, SI-4, SI-7.

Control Number	SI-4
Title	Information System Monitoring
CDSS Requirement	The organization must: a. Monitor the information system to detect: 1. Attacks and indicators of potential attacks in accordance with organization-defined monitoring objectives; and 2. Unauthorized local, network, and remote connections; b. Identify unauthorized use of the information system through organization-defined techniques and methods; c. Deploy monitoring devices: 1. Strategically within the information system to collect organization-determined essential information; and 2. At ad hoc locations within the system to track specific types of transactions of interest to the organization; d. Protect information obtained from intrusion-monitoring tools from unauthorized access, modification, and deletion; e. Heighten the level of information system monitoring activity whenever there is an indication of increased risk to organizational operations and assets, individuals, other organizations, or the Nation based on law enforcement information, intelligence information, or other credible sources of information; Relevant risk would apply to anything impacting the confidentiality integrity or availability of the information system. f. Obtain legal opinion with regard to information system monitoring activities in accordance with applicable federal laws, Executive Orders, directives, policies, or regulations; and g. Provides organization-defined information system monitoring information to organization-defined personnel and CDSS as needed.
Supplemental Guidance (from NIST 800-53)	Information system monitoring includes external and internal monitoring. External monitoring includes the observation of events occurring at the information system boundary (i.e., part of perimeter defense and boundary protection). Internal monitoring includes the observation of events occurring within the information system. Organizations can monitor information systems, for example, by observing audit activities in real time or by observing other system aspects such as access patterns, characteristics of access, and other actions. The monitoring objectives may guide determination of the events. Information system monitoring capability is achieved through a variety of tools and techniques (e.g., intrusion detection systems, intrusion prevention systems, malicious code protection software, scanning tools, audit record monitoring software, network monitoring software). Strategic locations for monitoring devices include, for example, selected perimeter locations and near server farms supporting critical applications, with such devices typically being employed at the managed interfaces associated with controls SC-7 and AC-17. Einstein network monitoring devices from the Department of Homeland Security can also be included as monitoring devices. The granularity of monitoring information collected is based on organizational monitoring objectives and the capability of information systems to support such objectives. Specific types of transactions of interest include, for example, Hyper Text Transfer Protocol (HTTP) traffic that bypasses HTTP proxies. Information system monitoring is an integral part of organizational continuous monitoring and incident response programs. Output from system monitoring serves as input to continuous monitoring and incident response programs. A network connection is any connection with a device that communicates through a network (e.g., local area network, Internet). A remote connection is any connection with a device communicating through an external network (e.g., the Internet). Local, network, and remote connections can be either wired or wireless. Related controls: AC-3, AC-4, AC-8, AC-17, AU-2, AU-6, AU-7, AU-9, AU-12, CA-7, IR-4, PE-3, RA-5, SC-7, SC-26, SC-35, SI-3, SI-7.

Control Number	SI-4(5)
Title	Information System Monitoring | System Generated Alerts
CDSS Requirement	The information system alerts County Worker when the following indications of compromise or potential compromise occur 1. Protected system files or directories have been modified without notification from the appropriate change/configuration management channels. 2. System performance indicates resource consumption that is inconsistent with expected operating conditions. 3. Auditing functionality has been disabled or modified to reduce audit visibility. 4. Audit or log records have been deleted or modified without explanation. 5. The system is raising alerts or faults in a manner that indicates the presence of an abnormal condition. 6. Resource or service requests are initiated from clients that are outside of the expected client membership set. 7. The system reports failed logins or password changes for administrative or key service accounts. 8. Processes and services are running that are outside of the baseline system profile. 9. Utilities, tools, or scripts have been saved or installed on production systems without clear indication of their use or purpose.
Supplemental Guidance (from NIST 800-53)	Alerts may be generated from a variety of sources, including, for example, audit records or inputs from malicious code protection mechanisms, intrusion detection or prevention mechanisms, or boundary protection devices such as firewalls, gateways, and routers. Alerts can be transmitted, for example, telephonically, by electronic mail messages, or by text messaging. Organizational personnel on the notification list can include, for example, system administrators, mission/business owners, system owners, or information system security officers. Related controls: AU-5, PE-6.
Control Number	SI-4(13)
Title	Information System Monitoring | Analyze Traffic / Event Patterns
CDSS Requirement	The organization must: a. Analyzes communications traffic/event patterns for the information system; b. Develops profiles representing common traffic patterns and/or events; and c. Uses the traffic/event profiles in tuning system-monitoring devices to reduce the number of false positives and the number of false negatives.
Supplemental Guidance (from NIST 800-53)	None

17. **System and Services Acquisition (SA)**

Control Number	SA-9
Title	External Information System Services
CDSS Requirement	The organization must: a. Require that providers of external information system services comply with organizational information security requirements and employ organization-defined security controls in accordance with CDSS PSA, applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance; b. Defines and documents government oversight and user roles and responsibilities with regard to external information system services; and c. Employs organization-defined processes, methods, and techniques to monitor security control compliance by external service providers on an ongoing basis. *The state organization will provide its contractors and agents with copies of the Agreement, related IEAs, and all related attachments before initial disclosure of PII to such contractors and agents. Prior to signing the Agreement, and thereafter at CDSS's request, the state organization will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to PII and provide such lists to CDSS.*
Supplemental Guidance (from NIST 800-53)	External information system services are services that are implemented outside of the authorization boundaries of organizational information systems. This includes services that are used by, but not a part of, organizational information systems. FISMA and OMB policy require that organizations using external service providers that are processing, storing, or transmitting federal information or operating information systems on behalf of the federal government ensure that such providers meet the same security requirements that federal agencies are required to meet. Organizations establish relationships with external service providers in a variety of ways including, for example, through joint ventures, business partnerships, contracts, interagency agreements, lines of business arrangements, licensing agreements, and supply chain exchanges. The responsibility for managing risks from the use of external information system services remains with authorizing officials. For services external to organizations, a chain of trust requires that organizations establish and retain a level of confidence that each participating provider in the potentially complex consumer-provider relationship provides adequate protection for the services rendered. The extent and nature of this chain of trust varies based on the relationships between organizations and the external providers. Organizations document the basis for trust relationships so the relationships can be monitored over time. External information system services documentation includes government, service providers, end user security roles and responsibilities, and service-level agreements. Service-level agreements define expectations of performance for security controls, describe measurable outcomes, and identify remedies and response requirements for identified instances of noncompliance. Related controls: CA-3, IR-7, PS-7.

Control Number	SA-11
Title	Developer Security Testing And Evaluation
CDSS Requirement	The organization must require the developer of the information system, system component, or information system service to: a. Create and implement a security assessment plan; b. Perform [Selection (one or more): unit; integration; system; regression] testing/evaluation at [Assignment: organization-defined depth and coverage]; c. Produce evidence of the execution of the security assessment plan and the results of the security testing/evaluation; d. Implement a verifiable flaw remediation process; and e. Correct flaws identified during security testing/evaluation
Supplemental Guidance (from NIST 800-53)	Supplemental Guidance: Developmental security testing/evaluation occurs at all post-design phases of the system development life cycle. Such testing/evaluation confirms that the required security controls are implemented correctly, operating as intended, enforcing the desired security policy, and meeting established security requirements. Security properties of information systems may be affected by the interconnection of system components or changes to those components. These interconnections or changes (e.g., upgrading or replacing applications and operating systems) may adversely affect previously implemented security controls. This control provides additional types of security testing/evaluation that developers can conduct to reduce or eliminate potential flaws. Testing custom software applications may require approaches such as static analysis, dynamic analysis, binary analysis, or a hybrid of the three approaches. Developers can employ these analysis approaches in a variety of tools (e.g., web-based application scanners, static analysis tools, binary analyzers) and in source code reviews. Security assessment plans provide the specific activities that developers plan to carry out including the types of analyses, testing, evaluation, and reviews of software and firmware components, the degree of rigor to be applied, and the types of artifacts produced during those processes. The depth of security testing/evaluation refers to the rigor and level of detail associated with the assessment process (e.g., black box, gray box, or white box testing). The coverage of security testing/evaluation refers to the scope (i.e., number and type) of the artifacts included in the assessment process. Contracts specify the acceptance criteria for security assessment plans, flaw remediation processes, and the evidence that the plans/processes have been diligently applied. Methods for reviewing and protecting assessment plans, evidence, and documentation are commensurate with the security category or classification level of the information system. Contracts may specify documentation protection requirements. Related controls: CA-2, CM-4, SA-3, SA-4, SA-5, SI-2.

B. Minimum Cloud Security Requirements

County Department/Agency and any agents, subcontractors, and vendors storing PII in a cloud service must comply with the Cloud Computing Policy, State Administration Manual (SAM) Sections 4983-4983.1, and employ the capabilities in the Cloud Security Standard, SIMM 5315-B to protect information and systems in cloud services as outlined below.

1. Identify and classify assets to focus and prioritize efforts in aligning business needs and risk management.
2. Each information asset for which the County Department/Agency entity has ownership responsibility shall be inventoried and identified to include the following:
    a. Description and value of the information asset.
    b. Owner of the information asset.
    c. Custodians of the information asset.
    d. Users of the information asset.
    e. Classification of information.
    f. FIPS Publication 199 categorization and level of protection (Low, Moderate, or High).
    g. Importance of information assets to the execution of the Agency/state entity's mission and program function.
    h. Potential consequences and impacts if confidentiality, integrity, and availability of the information asset were compromised.

3. Security of cloud services stems from managing authentication and fine-grained authorization. To safeguard cloud systems, County Department/Agency shall establish processes and procedures to ensure:
    a. Maintenance of user identities, including both provisioning and de-provisioning;
    b. Enforcement of password policies or more advanced multifactor mechanisms to authenticate users and devices;
    c. Management of access control rules, limiting access to the minimum necessary to complete defined responsibilities;
    d. Separation of duties to avoid functional conflicts;
    e. Periodic recertification of access control rules to identify those that are no longer needed or provide overly broad clearance;
    f. Use of privileged accounts that can bypass security are restricted and audited;
    g. Systems to administer access based on roles are defined and installed; and
    h. Encryption keys and system security certificates are effectively generated, exchanged, stored and safeguarded.

4. Infrastructure protection controls limit the impact of unintended access or potential vulnerabilities. PaaS and SaaS resources may already have these controls implemented by the service provider. County Department/Agency must configure information assets to provide only

essential capabilities.

5. County Department/Agency are entrusted with protecting the integrity and confidentiality of data processed by their information systems. Cloud technologies simplify data protection by providing managed data storage services with native protection and backup features, but these features must be configured and managed appropriately.
6. Detective controls identify potential security threats or incidents, supporting timely investigation and response. County Department/Agency must continuously identify and remediate vulnerabilities.
7. Response controls enable timely event and incident response which is essential to reducing the impact if an incident were to occur. Compliance with incident management requirements as outlined in VII. Notification and Investigation of Breaches and Security Incidents.
8. Recover controls facilitate long-term recovery activities following events or incidents. With cloud services, primarily SaaS solutions, the services provider hosts the data in its application, and unless properly planned and provisioned for in the contract with the service provider it may be difficult or impossible to obtain the data in a usable format at contract termination. County Department/Agency must ensure agreements with cloud service providers include recover controls.

C. ***Minimum Necessary.*** Only the minimum necessary amount of PII required to perform required business functions applicable to the terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

D. ***Transmission and Storage of PII.*** All persons that will be working with PII shall employ FIPS 140-2 or greater approved security functions as described in section 6.2.2 of NIST SP 800-140Cr1 encryption of PII at rest and in motion unless County Department/Agency determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, County Department/Agency shall maintain, at a minimum, the most current industry standards for transmission and storage of CDSS data and other confidential information.

E. ***DHCS Remote Work Policy.*** County Department/Agency, its County Workers and any agents, subcontractors, and vendors accessing PII pursuant to this PSA when working remotely, shall follow reasonable policies and procedures that are equivalent to or better than the DHCS Remote Work Policy, as published in Medi-Cal Eligibility Division Informational Letter (MEDIL) | 23-35E. Working remotely means working from a physical location not under the control of the person's employer.

If DHCS changes the terms of the DHCS Remote to Work Policy, DHCS will, as soon as reasonably possible, supply copies to CWDA and the County Department/Agency or its designee as well as DCHS' proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from

CWDA and the County Department/Agency or its designee on the proposed changes. DHCS will issue a new policy in a future MEDIL. If the County Department/Agency is unable to comply with these standards, the CWD will be asked to develop a Plan of Action and Milestones (POA&M) detailing a concrete roadmap to becoming fully compliant with the policy's standard. The POA&M must be provided to CDSS for review and approval. Any CWDA who is under a POA&M will be required to provide quarterly updates to DHCS until the fully compliant.

VI. AUDIT CONTROLS

A. ***Audit Control Mechanisms.*** The County Department/Agency shall ensure audit control mechanisms are in place that are compliant with the Technical Security Controls within Section V of this Agreement.

B. ***Anomalies.*** When the County Department/Agency or CDSS suspects MEDS usage anomalies, the County Department/Agency shall work with CDSS to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

C. ***Notification to CDSS in event County Department/Agency is subject to other Audit.*** If County Department/Agency is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of law related to the privacy and security of PII, including but not limited to PII, the County Department/Agency shall promptly notify CDSS unless it is legally prohibited from doing so.

VII. PAPER, RECORD, AND MEDIA CONTROLS

A. ***Supervision of Data.*** PII shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office at the individual's place of employment or at home when working remotely. Unattended means that information may be observed by an individual not authorized to access the information.

B. ***Data in Vehicles.*** The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, shall include provisions in its policies to provide that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII to be left unattended in a vehicle overnight or for other extended periods of time.

C. ***Public Modes of Transportation.*** PII shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.

D. ***Escorting Visitors.*** Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.

E. ***Confidential Destruction.*** PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. ***Removal of Data.*** PII shall not be removed from the premises of County Department/Agency except for justifiable business purposes.

G. ***Faxing.***

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.

2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.

3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. ***Mailing.***

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.

2. Mailings that include 500 or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. ***Initial Notice to DHCS:***
The County Department/Agency shall notify DHCS using DHCS' online incident reporting portal of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII or potential loss of PII. When making notification, the following applies:

1. If a suspected security incident involves PII provided or verified by SSA, the County Department/Agency shall immediately notify DHCS upon discovery. For more information on SSA data, please see the Definition section of this Agreement.

2. If a suspected security incident does not involve PII provided or verified by SSA, the County Department/Agency shall notify DHCS promptly and in no event later than one working day of discovery of:

    a. Unsecured PII if the PII is reasonably believed to have been accessed or acquired by an unauthorized person;
    b. Any suspected security incident which risks unauthorized access to PII and/or;
    c. Any intrusion or unauthorized access, use, or disclosure of PII in violation of this Agreement; or
    d. Potential loss of PII affecting this Agreement.

Notice to DHCS shall include all information known at the time the incident is reported. The County Department/Agency can submit notice via the DHCS incident reporting portal which is available online at: https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

If DHCS' online incident reporting portal is unavailable, notice to DHCS can instead be made via email using the DHCS Privacy Incident Report (PIR) form. The email address to submit a PIR can be found on the PIR and in subsection H of this section. The County Department/Agency shall use the most current version of the PIR, which is available online at: https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf.

If the County Department/Agency is unable to notify DHCS the via the Incident Reporting Portal or email, notification can be made by telephone using the contact information listed in subsection H.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the County Department/Agency shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. ***Investigation of Security Incident or Breach.*** The County Department/Agency shall immediately investigate such a security incident, breach, or unauthorized use of PII.

C. ***Complete Report.*** Within ten (10) working days of the discovery the County Department/Agency shall provide any additional information related to the incident requested by DHCS. The County Department/Agency shall make reasonable efforts to provide DHCS with such information.

The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan (CAP) including mitigating measures that were taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated report with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination.

D. ***Notification of Individuals.*** If the cause of a breach is solely attributable to County Department/Agency or its agents, County Department/Agency shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made. DHCS and the County Department/Agency shall work together to ensure that notification of individuals is done in compliance with statutory deadlines within applicable federal and state law.

If the cause of a breach is solely attributable to CDSS, CDSS shall pay all costs of such notifications as well as any costs associated with the breach. If there is any question as to whether CDSS or the County Department/Agency is responsible for the breach or CDSS and the County Department/Agency acknowledge that both are responsible for the breach, CDSS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs.

1. All notifications (regardless of breach status) regarding beneficiaries'

PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than **sixty (60) calendar days** from discovery.

E. ***Responsibility for Reporting of Breaches***

1. ***Breach Attributable to County Department/Agency.*** If the cause of a breach of PII is attributable to the County Department/Agency or its agents, subcontractors, or vendors, the County Department/Agency shall be responsible for all required reporting of the breach.

2. ***Breach Attributable to CDSS.*** If the cause of the breach is attributable to CDSS, CDSS shall be responsible for all required reporting of the breach.

F. ***Coordination of Reporting.*** When applicable law requires the breach be reported to a federal or state agency, or that notice be given to media outlets, DHCS (if the breach involves MEDS or SSA data), CDSS, and the County Department/Agency shall coordinate to ensure such reporting is compliant with applicable law and prevent duplicate reporting and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

G. ***Submission of Sample Notification to Attorney General:*** If the cause of the breach is attributable to the County Department/Agency or an agent, subcontractor, or vendor of the County Department/Agency and if notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether County Department/Agency is considered only a custodian and/or non-owner of the PII, County Department/Agency shall, at its sole expense and at the sole election of DHCS, either:

1. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). County Department/Agency shall inform the DHCS Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

2. Cooperate with and assist DHCS in its submission of a sample copy of the notification to the Attorney General.

H. ***CDSS and DHCS Contact Information.*** The County Department/Agency shall utilize the below contact information to direct all communication/notifications of

breach and security incidents to CDSS and DHCS. CDSS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

CDSS Breach and Security Incident Reporting

California Department of Social Services
Information Security and Privacy Office
Department of Health Care Services

744 P Street, MS 9-10-59
Sacramento, CA 95814-6413

Email: GEN1370@dss.ca.gov Telephone: (916) 651-5558
The preferred method of communication is email, when available. Do not include any PII unless requested by CDSS.

DHCS Breach and Security Incident Reporting

Privacy Officer
c/o Data Privacy Unit
Department of Health Care Services

P.O. Box 997413, MS 0011
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646
The preferred method of communication is email, when available. Do not include any PII unless requested by DHCS

IX. CDSS PSA CONTACTS

The County Department/Agency shall utilize the below contact information for any PSA-related inquiries or questions. CDSS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated. *Please use the contact information listed in Section VIII of this Agreement for any PII incident or breach reporting.*

PSA Inquires and Questions
Department of Social Services
Information Security and Privacy Office - PSA
744 P Street, MS-10-59
Sacramento, CA 95814-6413

Email: iso@dss.ca.gov

X. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CalHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are incorporated into this Agreement within section V. Technical Security Controls and Exhibit A (available upon request).

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If SSA changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) and the County Department/Agency or its designee as well as CDSS' proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA and the County Department/Agency or its designee on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to CWDA and the County Department/Agency or its designee, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, the County Department/Agency will be asked to develop a Plan of Action and Milestones POAM detailing a concrete roadmap to becoming fully compliant with the policy's standard. The POAM must be provided to CDSS for review and approval. Any County Department/Agency who is under a POAM will be required to provide quarterly updates to CDSS until the fully compliant.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from CDSS using the contact information listed in Section IX of this Agreement.

XI. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY

AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If DHS-USCIS changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to the CWDA and the County Department/Agency or its designee as well as CDSS' proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA and the County Department/Agency or its designee on the proposed target date and make adjustments, if appropriate. After the 30-day period, CDSS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, CDSS will supply copies of the changed agreement to CWDA and the County Department/Agency or its designee, along with the compliance date expected by DHS-USCIS. If the County Department/Agency is not able to meet the DHS-USCIS compliance date, the POA&M must be provided to CDSS for review and approval. Any County Department/Agency who is under a POA&M will be required to provide quarterly updates to CDSS until the fully compliant.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals from CDSS using the contact information listed in Section IX of this Agreement.

XII. COUNTY DEPARTMENT'S/AGENCY'S AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors and vendors that have access to County Department/Agency PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to CDSS and/or DHCS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

County Departments/Agencies who would like assistance or guidance with this

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-185

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Patton Sheet Metal Works Dba: Patton Air Conditioning in the Amount of $65,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Patton Sheet Metal Works Dba: Patton Air Conditioning in the Amount of $65,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The contractor is to provide preventative maintenance services including periodic inspections, adjustments, and seasonal start-up and shutdown on the above units/equipment on a pre-approved twice a year basis per location. In the event the need for additional service and/or repairs beyond what is addressed by the Preventative Maintenance Agreement between the parties is deemed needed by the County, the Contractor will provide a special diagnostic service call that will result in a solution outlining the service/repair issue needs with a quote for time and materials needed to resolve the additional service/repair need. The additional service-repair solution will be initiated only after approval by the County of the quote from the Contractor is received.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous maintenance agreement was approved by the Board of Supervisors on September 3, 2024 through Resolution Number 204-377.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, the necessary repair work on the HVAC within the HHSA buildings may be delayed and adversely affect the office environment.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Patton Air Conditioning 2026

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER:	District II Supervisor Shannon Poe
SECONDER:	District III Supervisor Danette Toso
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser
EXCUSED:	District V Supervisor Miles Menetrey

AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Patton Sheet Metal Works Dba: Patton Air Conditioning, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2026, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $65,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Patton Air Conditioning
272 N. Palm Avenue
Fresno, CA 93701

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Dan Reyes, Project Estimator
Patton Sheet Metal Works Dba: Patton Air Conditioning

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Walter Wall
County Counsel

Exhibit A
SCOPE OF WORK
(Patton Sheet Metal Works, Inc. dba Patton Air Conditioning)

PREVENTATIVE MAINTENANCE

Locations served: Mariposa County Health & Human Services Agency (MCHHSA) at 5362 Lemee Lane and the Community Health Center (CHC) at 5300 Hwy 49 N., Mariposa, California.

Units/Equipment Covered: One (1) McQuay RDE100CSW Rooftop Air Conditioner, one (1) Mach C750 Boiler, one (1) new Mach-750 Boiler equipped with 1 HP E09 pump, and six (6) Gas/Electric Rooftop heating and cooling units and ductless split system.

Preventative Maintenance Services: Contractor to provide preventative maintenance services including periodic inspections, adjustments, and seasonal start-up and shutdown on the above units/equipment on a pre-approved twice a year basis per location.

Procedures to be followed by Contractor:

- Check-in with Operations representative and inquire about any existing problems
- See that HVAC equipment areas are clean
- Perform preventative maintenance services
- Report to Operations on any problems or needed repairs
- Provide written quote/estimate for recommended repairs
- Upon approval of any recommended repair quote/estimate, Contractor shall contact Operations to schedule a date/time to perform approved repair(s)
- Invoice to be sent to County designated email contact address (Operations)

This contract is non-transferrable unless mutually agreed upon by the parties.

There is no automatic renewal provision for this contract.

REPAIR

Locations served: Mariposa County Health & Human Services Agency (MCHHSA) and Family Services Center (FSC) at 5362 Lemee Lane and the Community Health Center (CHC) at 5300 Hwy 49 N., Mariposa, California.

Repair Services: In the event additional service and/or repairs beyond what is addressed by the Preventative Maintenance Agreement between the parties is deemed needed by County, Contractor shall provide a special diagnostic service call that will result in a solution outlining the service/repair issue along with a quote for time and materials needed to resolve the additional service/repair need. Any additional service-repair solution will be initiated only after approval by County of the quote from Contractor.

Contractor shall contact Operations in the Administration Division of the Mariposa County Health & Human Services Agency (County) to schedule any repairs.

Contractor shall check in with Operations in the Administration Division of the Mariposa County Health & Human Services Agency (County) on the date of any pre-scheduled repair(s).

Term: July 1, 2025 to June 30, 2026

Exhibit B
COST PROPOSAL
(Patton Sheet Metal Works, Inc. dba Patton Air Conditioning)

Locations served: Mariposa County Health & Human Services Agency (MCHHSA) and Family Services Center (FSC) at 5362 Lemee Lane, and the Community Health Center (CHC) at 5300 Hwy 49 N., Mariposa, California.

PREVENTATIVE MAINTENANCE

NTE: $10,000.00

REPAIR

Labor: $165.00 per hour invoiced in fifteen (15) minute increments for time spent repairing equipment unless under warranty and then there is no charge.

Truck Service Fee: $55.00 per repair service

NTE: $55,000.00.

Term: July 1, 2025 to June 30, 2026

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment with Mercy Medical Transportation, Inc. Increasing the Amount by $300,000, for a New Amount Not to Exceed $600,000, for the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that Can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Mercy Medical Transportation, Inc. Increasing the Amount by $300,000, for a New Amount Not to Exceed $600,000, for the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that Can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The subsidy was determined by Mercy as needed to maintain their operations with the current level of staffing.

Ambulance service in Mariposa has been provided by Mercy since 1994. They have, at times, required a subsidy to maintain ambulance operations. The last time this was needed was in 2012. Subsidies provided have ranged from $30,000 to $150,000 per year.

Simultaneous to the Board providing direction, the Mountain Counties EMS Agency's Joint Powers Agency Board met and approved an extension of the Mercy contract until June 30, 2024. However, this was without performance standards nor did it provide for a subsidy.

The Board also recently approved an amendment to the Ambulance Ordinance to permit flexibility with ambulance staffing with either paramedics or emergency medical technicians. While this will impact the development of the RFP, in the near term it will have only a slight impact on Mercy's operating costs.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current agreement with Mercey Medical Transport was approved by the Board of Supervisors on May 21,2024 through Resolution Number 2024-214.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could choose not to approve this contract. However, not approving this could lead to either

the reduction in ambulance services or no ambulance provider. Services may be available through mutual aid at a cost from adjacent jurisdictions. There is a possibility, given the current staffing shortages in the State, that mutual aid resources may not be readily available or may result in longer response times.

FINANCIAL IMPACT

The general fund would be used to provide $300,000 during fiscal year 2025-26. The Assistant County Administrative Officer has indicated she will adjust the budget when balancing adjustments take place.

ATTACHMENTS

1. **Mercy Medical Transportation A01**
2. **Mercy Medical Trasportation, Inc. 2025**

FIRST AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Mercy Medical Transportation, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 21, 2024, wherein Contractor agreed to provide ambulance services; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement;

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2026.

2. Paragraph 3, "COMPENSATION," and Exhibit "B" are hereby amended to provide that an additional $300,000 will be added to the original amount of $300,000, making the total compensation paid to Contractor the not to exceed amount of $600,000.

Except as herein amended, the Agreement dated May 21, 2024, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Richard Roesch, Owner Mercy Medical Transportation, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Form Revision Date: 02-26-24

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-214

MEETING: May 21, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services/Interim County Administrative Officer

RE: Approve an Agreement with Mercy Medical Transportation, Inc. ('Mercy') that will Allow the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mercy Medical Transportation, Inc. ('Mercy') that will Allow the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 18, 2023, the Board of Supervisors approved an Agreement with Mercy Medical Transportation, Inc. ('Mercy') that will allow the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be used to inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to Sgin the Agreement.

The subsidy was determined by Mercy as needed to maintain their operations with the current level of staffing.

Ambulance service in Mariposa has been provided by Mercy since 1994. They have, at times, required a subsidy to maintain ambulance operations. The last time this was needed was in 2012. Subsidies provided have ranged from $30,000 to $150,000 per year.

Simultaneous to the Board providing direction, the Mountain Counties EMS Agency's Joint Powers Agency Board met and approved an extension of the Mercy contract until June 30, 2024. However, this was without performance standards nor did it provide for a subsidy.

The Board also recently approved an amendment to the Ambulance Ordinance to permit flexibility with ambulance staffing with either paramedics or emergency medical technicians. While this will impact the development of the RFP, in the near term it will have only a slight impact on Mercy's operating costs.

DS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could choose not to approve this contract. However, not approving this could lead to either

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

the reduction in ambulance services or no ambulance provider. Services may be available through mutual aid at a cost from adjacent jurisdictions. There is a possibility, given the current staffing shortages in the State, that mutual aid resources may not be readily available or may result in longer response times.

FINANCIAL IMPACT

The general fund would be used to provide $300,000 during fiscal year 2024-25. The Assistant County Administrative Officer has indicated she will adjust the budget when balancing adjustments take place.

ATTACHMENTS

1. **AGREEMENT ROUTING SHEET Mercy Transportation #1268 5.21.2024**
2. **Mercy Medical Transportation Agreement for 5.21.2024 BOS Meeting**

VOTE RESULT

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

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

AGREEMENT FOR AMBULANCE SERVICES IN MARIPOSA COUNTY

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of May, 2024 , by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Mercy Medical Transportation, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2025 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall provide ambulance services in the County of Mariposa and tracking of associated performance metrics as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

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

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

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 $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Rick Roesch
Mercy Medical Transportation, Inc.
PO Box 5004
Mariposa, CA 95338-5004

COUNTY:
Kim Ballard
Deputy Director
Public Health Branch
Health and Human Services Agency

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

County of Mariposa
PO Box 5
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 90 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

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.

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
DocuSigned by: Miles S Menetrey B43EC70C19BE446...	DocuSigned by: Rick Roesch A4B2A461AAE245F...
Miles Menetrey, Chair Board of Supervisors	Rick Roesch Owner
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

Exhibit A
SCOPE OF WORK

1. Provide Advanced Life Support and Basic Life Support ambulance services in the County in accordance with the agreement between the Contractor and the Mountain Counties Emergency Medical Services Agency (MCEMSA) originally signed on January 11, 2011 and extended most recently on May 21, 2024 with an expiration date of June 30, 2025.

2. Provide ambulance services in the County in accordance with Chapter 8.52 "Ambulance Service" of the Mariposa County Code.

3. Track performance measures during the contract period using FirstWatch, FirstPass, and Zoll electrocardiograph data. FirstWatch, as a minimum, will be used to track times including 'chute time', 'response time', and 'transport time'. As well, FirstWatch will be used to monitor mutual aid responses both into and out of the County. FirstPass data will be used to validate specific patient care metrics and quality improvement indicators as specified by MCEMSA. Zoll data will be used specifically for data associated with cardiac arrest and ST Elevation Myocardial Infarction (STEMI). All data will be collected as indicated by MCEMSA staff, but as a minimum on a monthly basis. Analysis and reports of data will be performed on a quarterly basis.

4. For the purposes of this agreement, there will be no penalties associated with non-attainment of any of the reported metrics, however, payment of monthly subsidies will be contingent on data collection, analysis, and reporting.

DocuSign Envelope ID: AF2B8A56-DB38-40EC-B3B3-C875A70E6B3D

Exhibit B
COST PROPOSAL

1. The Contractor will invoice on a monthly basis for a monthly subsidy of $25,000 starting with the month of July 2024. The County will issue payment within 10 business days of receipt of the invoice. The County may hold payment if items specified within Exhibit A, Scope of Work have not been completed.

DocuSign

Certificate Of Completion

Envelope Id: AF2B8A56DB3840ECB3B3C875A70E6B3D
Status: Completed
Subject: Complete with DocuSign: 24-214 - HHSA - Mercy Medical Transportation Agreement for 5.21.2024 BO...
Source Envelope:
Document Pages: 13
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
5/21/2024 12:39:31 PM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.110.88	Sent: 5/21/2024 12:41:28 PM Viewed: 5/21/2024 7:25:59 PM Signed: 5/21/2024 7:26:09 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/21/2024 7:26:10 PM Viewed: 5/22/2024 7:28:42 AM Signed: 5/22/2024 7:28:57 AM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/22/2024 7:28:59 AM Viewed: 5/22/2024 9:17:51 AM Signed: 5/22/2024 9:17:57 AM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Rick Roesch rick@mercymedtrans.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Rick Roesch A4B2A461AAE245F... Signature Adoption: Pre-selected Style Using IP Address: 174.208.166.64 Signed using mobile	Sent: 5/22/2024 9:17:58 AM Viewed: 5/22/2024 10:08:04 AM Signed: 5/22/2024 10:10:19 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/22/2024 10:08:04 AM ID: 880bff3f-ad72-4001-91e1-4db9e43ed2c4		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/22/2024 10:10:20 AM Viewed: 5/22/2024 10:10:56 AM Signed: 5/22/2024 10:11:07 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/21/2024 12:41:28 PM
Certified Delivered	Security Checked	5/22/2024 10:10:56 AM
Signing Complete	Security Checked	5/22/2024 10:11:07 AM
Completed	Security Checked	5/22/2024 10:11:07 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Proclaim May 18th through May 24th, 2025, as "Public Works Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim May 18th through May 24th, 2025, as "Public Works Week".

National Public Works Week is a celebration of tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, National Public Works Week calls attention to the importance of public works in community life. The Week seeks to enhance the prestige of the often-unsung heroes of our Public Works Department professionals who serve the public daily with quiet dedication.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has a history of recognizing outstanding effort and accomplishment that contributes to the quality of life in Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, there will be a missed opportunity to recognize staff.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Public Works Week 2025**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Week of May 18th through the 24th, 2025

as

"Public Works Week"

WHEREAS, Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Mariposa County; and

WHEREAS, Public Works personnel in Mariposa County are involved in the maintenance, planning, design, and construction of streets, transportation, facilities, parks, playfields, public buildings, storm drains, solid waste and recycling operations, airport operations, cemetery operations, right of way management, and emergency planning and response; and

WHEREAS, it is in the public interest for the citizens and civic leaders of Mariposa County to have knowledge and understanding of the importance of Public Works; and

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association and the Canadian Public Works Association.

NOW, THEREFORE, BE IT KNOWN, that the Board of Supervisors of Mariposa County, a political Subdivision of the State of California, hereby proclaims the **week of May 18th through the 24th, 2025, as "Public Works Week"** and urges all citizens to join with representatives of the American Public Work Association in paying tribute to our Public Works professionals, engineers, managers, and employees who substantially contribute to our community, State, and national health, safety, and quality of life.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 20th day of May 2025 by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Jenni Kiser, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-186

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve First Change Order with Park Planet, Inc. in the Amount of $24,629.93 for a New Amount Not to Exceed $117,407.34 for the Mariposa Town Park Playground Project; Authorize the Board of Supervisors Chair to Sign the Change Order; and Approve Budge Action Transferring Funds from Probation Fund 3424 to Public Works Facilities ($30,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve First Change Order with Park Planet, Inc. in the Amount of $24,629.93 for a New Amount Not to Exceed $117,407.34 for the Mariposa Town Park Playground Project; Authorize the Board of Supervisors Chair to Sign the Change Order; and Approve Budge Action Transferring Funds from Probation Fund 3424 to Public Works Facilities ($30,000) (4/5ths Vote Required).

The contractor faced challenges installing the new playground equipment because the existing swing structure did not fit within the designated area. In response, Probation has agreed to fund the replacement of Parks & Recreation's outdated playground equipment, including a new swing structure. The County is working on an accelerated timeline to ensure the playground is ready for the upcoming Summer Day Camp and for the residents of Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 18, 2025, Resolution 2025-112, the Board approved an agreement with Park Planet, Inc. for the Mariposa Town Park Playground Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the playground will lack a swing structure.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Change Order No. 1 _ Park Planet**
2. **Resolution_2025-112 Playground**
3. **Budget Action Form**

VOTE RESULT

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

DOCUMENT 00 63 63

CHANGE ORDER FORM

COUNTY OF MARIPOSA
4639 Ben Hur Road
Mariposa, California 95338

CHANGE ORDER NO.:
1

Project: Playground Equipment Design and Installation
Resolution - 2005-112

Date: May 6, 2025

The following parties agree to the terms of this Change Order:

Owner:	Contractor:
Park Planet, Inc	Cynthia Cooper
Division of Park Association, Inc.	Chief Operating Officer
415 Elm Street	415 Elm Street
Red Bluff, CA 96080	Red Bluff, CA 96080

Designer	Project Inspector:
Park Planet, Inc.	Mariposa County Facilities
415 Elm Street	4639 Ben Hur Road
Red Bluff, CA 96080	Mariposa, CA 95338

Reference	Description	Cost	Days Ext.
PCO #1 Requested by: Public Works Performed by: Contractor Reason: concrete footing testing	Mariposa Town Park: Contract swing system is not feasible due to conflit with existing site conditions, additonal cost for alternate swing system with two-bays; includes equipment, labor, materials, and installation.	$ 21,772.93	0
PCO# Requested by: Performed by: Reason:	To ensure proper installation; third-party inspection services for swing system installation.	$ 2,857.00	0
PCO# Requested by: Performed by: Reason:	Extended working days includes delivery time and installation of alternate swing system	$ -	15

Contract time will be adjusted as follows: 30 working days from 04/24/2025	Original Contract Amount	$ 92,777.41
Previous Completion Date: 6/6/2025	Amount of Previously Approved Change Order(s)	$ 0.00
15 Working Day(s) Extension	Amount of this Change Order	$ 24,629.93
Current Completion Date: 6/30/2025	Contract Amount	$ 117,407.34

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This change order is subject to approval by the governing board of this Owner and must be signed by the Owner. Until such time as this change order is approved by the Owner's governing board and executed by a duly authorized Owner representative, this change order is not effective and not binding.

Contractor expressly understands that the compensation and time, if any, granted herein represents a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

Owner: COUNTY OF MARIPOSA

Shannon Hansen, Director — Date
Public Works & Transprotation

Joel Garcia — Date
Facilities Manage

Walter W. Wall — Date
County Counsel

CONTRACTOR:

Cynthia Cooper — Date
Chief Operating Officer

END OF DOCUMENT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-112

MEETING:	March 18, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve an Agreement with Park Planet, Inc. in the Amount Not to Exceed $92,778 for the Mariposa Town Park Playground Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Park Planet, Inc. in the Amount Not to Exceed $92,778 for the Mariposa Town Park Playground Project; and Authorize the Board of Supervisors Chair to Sign the Agreement.

On February 7, 2025, the County received two qualified bids, and Park Planet, Inc. was deemed responsible and their bid responsive. The project includes the design and installation of two playground structures at Mariposa Town Park:

1. Design and Install Playground equipment for ages 2-5
2. Design and Install Playground equipment for ages 5-12

The existing playground equipment is outdated and requires replacement. The County will be responsible for demolishing and removing the existing play equipment and surfacing, along with installing safety fencing and engineered wood fiber surfacing that meets ADA compliance standards.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 16, 1999, Resolution 1999-79, the Board approved the purchase of new playground equipment at the Mariposa Town Park.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the County will continue to have outdated playground equipment that no longer meets the needs of the citizens and youth of Mariposa County.

FINANCIAL IMPACT

No impact to the General Fund. The funds needed for the playground equipment will come from the Probation Department Grant Funds.

ATTACHMENTS

1. **Agreement_Mariposa Town Park Playground**
2. **Resolution_1999-079**

VOTE RESULT

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

Docusign Envelope ID: D087B7FD-F383-4ECB-A8ED-9FD6E1FFCDA8

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3432	224	92001	Contingency			30,000
3432	224	80111	Transfer Out		30,000	
1001	0128	49101	Transfer In		(30,000)	
1001	0128	70331	Other Infrastructure		30,000	
					30,000	30,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION: Transfer fu[illegible]cilities for swing set at Mariposa Park

DEPT HEAD SIGNATURE Signed by: Shannon Hansen 36B0A6A77C8F452... DATE 5/5/2025 | 8:41 AM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Public Works - Facilities

AUDITOR'S USE ONLY
BA #

Signed by: Ryan Oliphant 55970EA10430475... 5/5/2025 | 9:12 AM PDT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-187

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve First Amendment with Guardian Radio Frequency Identification (RFID) Increasing the Amount by $2,692 for a New Amount Not to Exceed $33,328 for an Inmate Management, Monitoring and Tracking System; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Guardian Radio Frequency Identification (RFID) Increasing the Amount by $2,692 for a New Amount Not to Exceed $33,328 for an Inmate Management, Monitoring and Tracking System; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The original agreement was approved May 24, 2022, Resolution number 2022-315.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, the Sheriff's Office will be forced to find another vendor to provide this service which could cause issues with current inmate management, monitoring and tracking.

FINANCIAL IMPACT

None, these funds have been requested in the FY25 and FY26 budget.

ATTACHMENTS

1. Amended GUARDIAN RFID 22-25

VOTE RESULT

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

GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT

THIS GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT (the "Amendment") is entered into as of 07/13/2022 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and the County of Mariposa, a body corporate and politic under the laws of the state of California ("Customer"), having its principal place of business at 5379 CA-49, Mariposa, California, 95338.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System").

WHEREAS, GUARDIAN RFID and the Customer previously entered into an agreement governing the implementation and use of the GUARDIAN RFID System (the "Agreement").

WHEREAS, the Customer desires to continue using the GUARDIAN RFID System along with replacing addendum B pursuant to this Amendment.

NOW THEREFORE, the parties agree as follows:

Addendum B is amended to reflect additional purchases and is to be replaced with the following terms on the following Addendum B:

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

ADDENDUM B

FEE PAYMENT SCHEDULE

Fee Type*	Event Occurrence	Amount
Initial Term Fee **Date (07/01/2023)**	Go Live Anniversary	**$8,575.00**
Initial Term Year Two Date (07/01/2024)	First-year anniversary of the Go-Live Date (Unless the Agreement is terminated prior to renewal as set forth in the Agreement)	**$8,575.00**
Initial Term Year Three Date (07/01/2025)	Second-year anniversary of the Go-Live Date (Unless the Agreement is terminated prior to renewal as set forth in the Agreement)	**$8,575.00**
Modification Fee	[No such modification contemplated as of the Effective Date.]	**[N/A]**

* These amounts do not include any taxes.
** In accordance with Section 17b(ii), termination for convenience by the Customer before either of the Go-Live
Date or the first-year anniversary of the Go-Live Date will cause any remaining portions of the Initial Term Fee for Year One that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in this Addendum B have occurred.
*** The Renewal Fee represents the costs for renewing licenses to use the GUARDIAN RFID System for the Extended Term and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B.

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

The remainder of the Agreement remains in full force and effect.

By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Amendment and acknowledges the existence of consideration.

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

GUARDIAN RFID

By: _____

(signature of authorized representative)

Name: Daniel Quam
Title: Director of Jail Ops
Date: 07/13/2022

RECEIVING PARTY

By: _____

(signature of authorized representative)

Name: _____
Title: _____
Date: _____

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

GUARDIAN RFID
6900 Wedgwood RD N, STE 325
Maple Grove, MN 55311
320-333-3839
kathy.nichols@guardianrfid.com
https://guardianrfid.com

Invoice 11013

BILL TO
Mariposa County Sheriffs Office (CA)
5379 CA-49
Mariposa, California 95338
United States

SHIP TO
Mariposa County Sheriffs Office (CA)
5379 CA-49
Mariposa, California 95338
United States

DATE	PLEASE PAY	DUE DATE
07/13/2024	$8,575.00	08/12/2024

ACTIVITY	QTY	RATE	AMOUNT
GUARDIAN System Renewal Fee GUARDIAN Yearly System Renewal Fee Go Live Date 7/13/2022 Covers fees from 7/13 of this year to 7/12 of next year	1	8,575.00	8,575.00

Thank you so much for your business. We greatly appreciate it.

TOTAL DUE $8,575.00

THANK YOU.

Accounts not paid within 30 days of the date of the invoice are subject to a 3% monthly finance charge.
Please remit payments within the 30 days.

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-315

MEETING: May 24, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Agreement with Guardian RFID

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement with Guardian RFID for an Inmate Management, Monitoring and Tracking System; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreements total is $30,636 broken up over a three year period. The first initial payment will be in an amount of $16,178. The cost for years two and three is $7,229 each.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved agreements similar to this in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, the Sheriff's Office will be forced to find another vendor to provide this service which could cause issues with current inmate management, monitoring and tracking.

FINANCIAL IMPACT:
Funding for this agreement has previsouly been requested in FY22

ATTACHMENTS:
GUARDIAN RFID System Agreement -(DOCX)

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

REF ID# 12989

GUARDIAN RFID SYSTEM AGREEMENT – LEASED DEVICES

THIS GUARDIAN RFID SYSTEM AGREEMENT (the "Agreement") is entered into this 31st day of May, 2022,("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and the County of Mariposa, a body corporate and politic under the laws of the state of California ("Customer"), having its principal place of business at 5379 CA-49, Mariposa, California, 95338.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System"), and the Customer desires to implement the GUARDIAN RFID System by licensing the software, leasing GUARDIAN RFID Mobile Devices and GUARDIAN RFID Mobile Device Accessories included within the definition of Hardware, purchasing the remaining portion of the Hardware, purchasing support services, and obtaining rights to use the web-based software as a service platform.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

(a)"Acceptance Criteria" has the meaning provided in Section 9(c)(i).

(b)"Additional Modules" means modules that offer additional features to the GUARDIAN RFID and which may be purchased by the Customer either at the time of the original implementation of the GUARDIAN RFID System or during the Term of the Agreement. The list of Additional Modules available as of the Effective Date is included in Addendum A; however, new Additional Modules may become available during the Term of the Agreement as GUARDIAN RFID develops new products.

(c)"Agreement" has the meaning provided in the recitals.

(d)"Authorized Customer Personnel" means any Customer Personnel who need to use the GUARDIAN RFID System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Agreement and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Agreement in Section 15, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner, or affiliate of the Customer. In no case will the term "Authorized Customer Personnel" include any competitor of GUARDIAN RFID.

(e)"Authorized GUARDIAN RFID Personnel" means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Agreement.

(f)"Complete End User Training" has the meaning provided in Section 7(b)(i).

(g)"Confidential or Proprietary Information" means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, and any of the following which relate directly or indirectly to the Disclosing Party's products, services, or business:

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

(i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or

(ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts; or

(iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

In addition, the term "Confidential or Proprietary Information" shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered by the parties in contemplation of entering the business relationship evidenced by this Agreement.

(h)"Correction Notice" has the meaning provided in Section 9(c)(ii).

(i)"Correction Testing Period" has the meaning provided in Section 9(c)(iii).

(j)"Customer" has the meaning provided in the recitals.

(k)"Customer Indemnified Claim" has the meaning provided in Section 17(a).

(l)"Customer Indemnified Parties" has the meaning provided in Section 17(a).

(m)"Customer Information" means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID in connection with, in contemplation of entering, or under this Agreement.

(n)"Customer Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of the Customer (including any third party to whom the Customer has outsourced all or part of its operations).

(o)"Customer Project Manager" means the person authorized by the Customer to serve as the primary point of contact for project management with GUARDIAN RFID as specified in Section 14(b).

(p)"Customer's Third-Party Hardware" means any hardware, equipment, and other tangible items used by the Customer that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, networking equipment (including Wi-Fi), workstations, servers for third-party systems, mobile workstations, and laptops.

(q)"Customer's Third-Party Software" means any software that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).

(r)"Defended by GUARDIAN RFID™ Seal" has the meaning provided in Section 14(o).

(s)"Disclosing Party" means a party to this Agreement that discloses its Confidential or Proprietary Information to the other party to this Agreement.

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

(t)"Documentation" means all documentation and other materials (including manuals, instructions, training materials, specifications, advertising brochures, promotional materials, flow charts, logic diagrams, and other support materials) relating to the operation and functionality of the GUARDIAN RFID Software and GUARDIAN RFID OnDemand.

(u)"Effective Date" has the meaning provided in the recitals.

(v)"Extended Term" has the meaning provided in Section 18(a).

(w)"Extended Term Replacement Period" has the meaning provided in Section 8(e)(ii).

(x)"Force Majeure Event" means an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, widespread illness or pandemics, or electrical, internet, or telecommunication outage that is not caused by the obligated party.

(y)"Go-Live" or "Goes-Live" means the use of the GUARDIAN RFID System as a live, non-test-bed system, which can be exhibited by events such as the completion of the first real-world log entry (e.g., cell check, offender movement, etc.) or a similar event or inmate activity dealing with real-world use.

(z)"Go-Live Date" means the latest to occur of (i) the date of the Installation Notice, or (ii) if any, the date of the last Subsequent Installation Notice. For clarity, the official Go-Live Date will be identified in the first invoice sent by GUARDIAN RFID to the Customer after the GUARDIAN RFID System Goes-Live.

(aa)"Go-Live Support" has the meaning provided in Section 7(b)(ii).

(bb)"GUARDIAN RFID" has the meaning provided in the recitals.

(cc)"GUARDIAN RFID Indemnified Claim" has the meaning provided in Section 17(b).

(dd)"GUARDIAN RFID Indemnified Parties" has the meaning provided in Section 17(b).

(ee)"GUARDIAN RFID Information" means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer in connection with, in contemplation of entering, or under this Agreement, including, but not limited to, all Documentation.

(ff)"GUARDIAN RFID Mobile Device" has the meaning in the quote provided in Addendum A.

(gg)"GUARDIAN RFID Mobile Device Accessories" means the batteries, hand straps and pins, protective bumpers, battery covers, and other similar peripherals for the GUARDIAN RFID Mobile Device, except that the term expressly excludes the GUARDIAN RFID Mobile Device Charging Station.

(hh)"GUARDIAN RFID Mobile Device Charging Station" means the charging cradle and cradle power adapter for the GUARDIAN RFID Mobile Device.

(ii)"GUARDIAN RFID OnDemand" means the web-based software as a service platform provided by GUARDIAN RFID to the Customer that is used by the Customer to access the server database that hosts the information collected by the GUARDIAN RFID System, and is identified as "Platform" under the "Product Family" column of the quote provided in Addendum A.

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

(jj)"GUARDIAN RFID Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of GUARDIAN RFID.

(kk)"GUARDIAN RFID Project Manager" means the person authorized by GUARDIAN RFID to serve as the primary point of contact for project management with the Customer as specified in Section 6(a).

(ll)"GUARDIAN RFID Software" means the computer programs in object code form and any Updates, enhancements, modifications, revisions, additions, replacements, or conversions thereof owned by GUARDIAN RFID, and either identified as "Software" under the "Product Family" column of the quote provided in Addendum A, installed to enable use of GUARDIAN RFID OnDemand, or subsequently licensed to the Customer. GUARDIAN RFID Software specifically excludes any Third-Party Software and the Customer's Third-Party Software.

(mm)"GUARDIAN RFID Software Materials" means the GUARDIAN RFID Software, the media containing the GUARDIAN RFID Software and the Documentation.

(nn)"GUARDIAN RFID System" has the meaning provided in the recitals, and includes the GUARDIAN RFID Software licensed, the GUARDIAN RFID OnDemand platform licensed for access and use, Hardware sold or leased, Third-Party Software used, and services provided by GUARDIAN RFID to the Customer under this Agreement.

(oo)"GUARDIAN RFID Trainers" has the meaning provided in Section 7(b).

(pp)"Hardware" means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement and identified as "Hardware" under the "Product Family" column of the quote provided in Addendum A. Hardware specifically excludes the Customers' Third-Party Hardware.

(qq)"Initial Term" has the meaning provided in Section 18(a).

(rr)"Initial Term Fee" means the sum of the Initial Term Fee for Year One and the fee amounts listed in Addendum B for (i) Initial Term Fee for Year Two and (ii) Initial Term Fee for Year Three.

(ss)"Initial Term Fee for Year One" means the sum of the fee amounts listed in Addendum B for (i) Contract Execution, (ii) Access to GUARDIAN RFID OnDemand prior to the Go-Live Date, (iii) Delivery of Hardware, and (iv) Go-Live Date.

(tt)"Initial Term Replacement Period" has the meaning provided in Section 8(e)(ii).

(uu)"Initial Training" has the meaning provided in Section 7(b).

(vv)"Inmate Data" has the meaning provided in Section 11(d).

(ww)"Installation Notice" has the meaning provided in Section 9(c)(i).

(xx)"Kick-Off Meeting" has the meaning provided in Section 6(b).

(yy)"Leased Hardware" means all Hardware leased to the Customer by GUARDIAN RFID under this Agreement, and is identified as "Leased Hardware" in Addendum A, except that such term will not include any GUARDIAN RFID Mobile Device Accessories.

(zz)"Notice of Non-Conformity" has the meaning provided in Section 13(a)(ii).

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

(aaa)"Pre-Training Meeting" has the meaning provided in Section 7(a).

(bbb)"Receiving Party" means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.

(ccc)"Receiving Party Personnel" means any employees, partners, members, owners, or affiliates of the Receiving Party.

(ddd)"Refresher Training" has the meaning provided in Section 7(c).

(eee)"Renewal Fee" means the sum of the fee amounts listed in Addendum B for (i) Renewal Fee for Extended Term Year One, (ii) Renewal Fee for Extended Term Year Two, and (iii) Renewal Fee for Extended Term Year Three.

(fff)"Service Level Agreement" means the agreement set forth in Addendum C.

(ggg)"Statement of Work" means the expectations, if any, provided in Addendum D.

(hhh)"Subsequent Installation Notice" has the meaning provided in Section 9(c)(iii).

(iii)"System Administrator" means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 14(c).

(jjj)"Term" means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus the Extended Term pursuant to Sections 18(a) and 18(b), or (ii) a termination of this Agreement pursuant to Sections 18(b), 18(c), or 18(d).

(kkk)"Testing Period" has the meaning provided in Section 9(c)(i).

(lll)"Third-Party Software" means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the GUARDIAN RFID System. Third-Party Software specifically does not include the Customer's Third-Party Software.

(mmm)"Update" means any revision, enhancement, update, correction, security device, limiting device, or other modification of the GUARDIAN RFID Software (other than an Upgrade) that GUARDIAN RFID releases or provides after the Effective Date. Such term specifically excludes Upgrades.

(nnn)"Upgrade" means any commercially released version of the GUARDIAN RFID Software that GUARDIAN RFID releases after the Effective Date which adds new or changed functionalities or features to the GUARDIAN RFID Software or allows the GUARDIAN RFID Software to be compatible with another operating system, and new or enhanced products, modules, components, or applications offered by GUARDIAN RFID subsequent to the Effective Date that have a functionality similar to the GUARDIAN RFID Software.

2. LICENSE OF GUARDIAN RFID SOFTWARE MATERIALS

(a)License Grant. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to the GUARDIAN RFID Software Materials, including any Additional Modules selected as indicated in Addendum A and any Updates provided pursuant to Section 8(a), allowing the Customer and its Authorized Customer Personnel to use solely for the

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement, in the license amounts set forth in the "Quantity" column of the quote provided in Addendum A. The type of license granted—agency or per device—is described in the "Product" column of the quote provided in Addendum A. Agency licenses grant access to an unlimited number of Authorized Customer Personnel. Per device licenses grant one license per corresponding device purchased. The license granted does not grant the Customer the right to use the GUARDIAN RFID Software Materials except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in the GUARDIAN RFID Software Materials, other than as specifically set forth in this Agreement.

(b)Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the GUARDIAN RFID System. The Customer must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.

(c)Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for the GUARDIAN RFID Software provided under this Agreement, adapt the GUARDIAN RFID Software in any way, or use it to create a derivative work. GUARDIAN RFID will not be responsible in any way for performance of the GUARDIAN RFID Software if the GUARDIAN RFID has been modified, except as modified by GUARDIAN RFID.

3. SALE AND LEASE OF HARDWARE

(a)Sale of Hardware. Subject to the terms of this Agreement, GUARDIAN RFID will sell, assign, convey, transfer, and deliver to the Customer, and the Customer will purchase, receive, and accept from GUARDIAN RFID, all right, title, and interest in and to the Hardware (other than Leased Hardware).

(b)Lease of Hardware. Subject to the terms of this Agreement, during the Term GUARDIAN RFID will lease to the Customer, and the Customer will lease from GUARDIAN RFID, the Leased Hardware. If this Agreement is extended for the Extended Term pursuant to Section 18(a), then at the beginning of the Extended Term GUARDIAN RFID will replace the Leased Hardware that was leased at the beginning of the Term with new Leased Hardware.

4. USE OF THIRD-PARTY SOFTWARE

(a)Third-Party Software. Subject to the terms of this Agreement, GUARDIAN RFID will install or otherwise allow the Customer to use the Third-Party Software as part of the GUARDIAN RFID System. The Customer's use of the Third-Party Software is subject to any terms and conditions set forth by the owner of the Third-Party Software.

(b)Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third-Party Software provided under this Agreement, adapt the Third-Party Software in any way, or use it to create a derivative work.

5. GUARDIAN RFID ONDEMAND

(a)Grant of Access. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to access and use GUARDIAN RFID OnDemand, including in connection with any Additional Modules selected as indicated in Addendum A, solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement. The license granted does not grant the Customer the right to use GUARDIAN RFID OnDemand except as set forth in this Agreement and does not grant to the Customer any

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

ownership, title, or interest in GUARDIAN RFID OnDemand, other than as specifically set forth in this Agreement. GUARDIAN RFID OnDemand will interact with the Customer's existing jail management system to automatically share inmate demographic and housing assignment data. The Customer is being granted access to GUARDIAN RFID OnDemand for an unlimited number of Authorized Customer Personnel. The System Administrator will be responsible for providing and removing access to GUARDIAN RFID OnDemand for Authorized Customer Personnel.

(b) Restrictions on Usage.

(i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of GUARDIAN RFID OnDemand if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Agreement.

(ii) The Customer and any Authorized Customer Personnel may not use GUARDIAN RFID OnDemand for any purpose that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of GUARDIAN RFID OnDemand, other accounts, computer systems, or networks connected to any part of GUARDIAN RFID OnDemand through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through GUARDIAN RFID OnDemand.

(iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate GUARDIAN RFID OnDemand; (B) disassemble, decompile, or reverse engineer the software used to provide GUARDIAN RFID OnDemand, or copy or catalog any materials or information made available through GUARDIAN RFID OnDemand other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair GUARDIAN RFID OnDemand's control or security systems, or allow or assist a third party to do so.

(iv) The Customer will not, and will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the GUARDIAN RFID OnDemand server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.

6. PROJECT MANAGEMENT

(a) GUARDIAN RFID Project Manager. The GUARDIAN RFID project manager is Courtney Ganley ("GUARDIAN RFID Project Manager"). The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for implementation of the GUARDIAN RFID System.

(b) GUARDIAN RFID System Configuration. After the Effective Date, the Authorized GUARDIAN RFID Personnel, under the direction of the GUARDIAN RFID Project Manager, will meet with Authorized Customer Personnel chosen by the Customer via online meeting in order to understand the Customer's operational needs and business rules (the "Kick-Off Meeting"). The Authorized Customer Personnel will inform the Authorized GUARDIAN RFID Personnel about the Customer's daily operations. The Authorized GUARDIAN RFID Personnel will use that information to identify how the GUARDIAN RFID System would best be configured to match and enhance the Customer's workflows. The Authorized GUARDIAN RFID Personnel will inform each System Administrator on configuration options, including user-definable tools, establishing and removing users, and setting user privileges. If the Customer desires that the Kick-Off Meeting be

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

conducted at the Customer's premises, the parties will negotiate in good faith to mutually agree upon a price.

(c) Implementation and Status Meetings. The GUARDIAN RFID Project Manager will develop and manage the implementation schedule and coordinate with the Customer Project Manager to keep the implementation of the GUARDIAN RFID System on track and on schedule. The GUARDIAN RFID Project Manager will conduct status meetings, as needed or as requested by the Customer, to provide the Customer with status reports.

7. TRAINING

(a) Pre-Training Meeting. A pre-training meeting will be completed prior to the Complete End-User Training and Go-Live Support (the "Pre-Training Meeting"). The Pre-Training Meeting attendees should include the Customer Project Manager, each Systems Administrator, any Authorized Customer Personnel chosen by the Customer, the GUARDIAN RFID Project Manager, and Authorized GUARDIAN RFID Personnel chosen by GUARDIAN RFID. Attendees of the Pre-Training Meeting will review the Customer's use of the GUARDIAN RFID System and discuss all policy and procedure considerations. Additionally, Authorized GUARDIAN RFID Personnel will review frequently asked questions about the GUARDIAN RFID System. Information gathered during the Pre-Training Meeting will be used to customize the Complete End-User Training. The Authorized GUARDIAN RFID Personnel will include certified training instructors who will be available to answer questions asked by the Customer relating to the GUARDIAN RFID System.

(b) Initial Training. Over the course of no more than 2 consecutive days, Authorized GUARDIAN RFID Personnel who are certified training instructors (the "GUARDIAN RFID Trainers") will conduct Complete End-User Training and Go-Live Support (the "Initial Training") as follows:

(i) Complete End-User Training. The GUARDIAN RFID Trainers will provide training to Authorized Customer Personnel that is focused on building proficiency and confidence using the GUARDIAN RFID System (the "Complete End-User Training"), including using the GUARDIAN RFID Software and GUARDIAN RFID OnDemand, logging a wide range of inmate activities, and assembling RFID wristbands. The Complete End-User Training will be conducted over up to 1 of the Initial Training days, with a maximum of two (2) classes per day (for a total of up to 2 classes). Each class will have a duration of approximately four (4) hours.

(ii) Go-Live Support. For 1 of the Initial Training days, which includes a maximum of eight (8) hours per day, the GUARDIAN RFID Trainers will be on the Customer's premises to provide support to the Authorized Customer Personnel by answering on-the-job questions that arise and reinforcing skills covered during the Complete End-User Training (the "Go-Live Support").

(c) Refresher Training. After the Go-Live Date, live online classes to introduce additional Authorized Customer Personnel to the GUARDIAN RFID System or refresh existing Authorized Customer Personnel on best practices in using the GUARDIAN RFID System (the "Refresher Training") are available at no additional charge. If the Customer wants Refresher Training to be conducted at the Customer's premises, the Customer may purchase on-premises Refresher Training at the then-current list pricing.

8. MAINTENANCE, SUPPORT, AND SERVICE LEVELS

(a) GUARDIAN RFID Software Updates. GUARDIAN RFID will make available to the Customer all Updates. Those Updates will be provided at no additional charge to the Customer, remain the property of GUARDIAN RFID, and will be licensed to the Customer as part of the GUARDIAN RFID Software under this Agreement. Updates will be provided on an as-available basis and,

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

subject to Section 14(i), will be installed remotely by GUARDIAN RFID at a time chosen by GUARDIAN RFID, provided that GUARDIAN RFID has communicated that time via email or telephone call to an appropriate Customer contact at least twenty-four (24) hours prior to such Update installation date. The obligation of GUARDIAN RFID to provide Updates pursuant to this Section shall not extend to Upgrades, which the Customer may purchase by executing an amendment to this Agreement pursuant to Section 22(b).

(b) GUARDIAN RFID OnDemand Hosting and Maintenance. GUARDIAN RFID will maintain the servers necessary to host GUARDIAN RFID OnDemand, allow the GUARDIAN RFID Software to interact with GUARDIAN RFID OnDemand, and store data under this Agreement.

(c) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the GUARDIAN RFID Software licensed under this Agreement and GUARDIAN RFID OnDemand and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. Provided that Updates to the GUARDIAN RFID Software have been made available to the Customer, no support will be provided for any earlier version of GUARDIAN RFID Software if more than thirty (30) days have elapsed since GUARDIAN RFID provided the Customer with an end of life notice for that earlier version of the GUARDIAN RFID Software. In addition, the technical support for GUARDIAN RFID OnDemand does not include support for the Customer's jail management system unrelated to GUARDIAN RFID OnDemand, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.

(d) Service Levels. The expectations for GUARDIAN RFID OnDemand availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C.

(e) Maintenance, Repair, and Replacement of Leased Hardware.

(i) Maintenance, Repair, and Replacement. GUARDIAN RFID will provide required maintenance and, if necessary, repair or replace any Leased Hardware at no additional charge to the Customer. GUARDIAN RFID will be solely responsible for processing and managing all requests for maintenance, repair, or replacement of Leased Hardware during the Term of this Agreement. The Customer will contact GUARDIAN RFID in accordance with Section 8(c) for all issues related to the Leased Hardware. After receiving a request related to Leased Hardware, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating maintenance or, if necessary, a repair or replacement. Maintenance, repairs, and replacements of Leased Hardware may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer.

(ii) Maximum Number of Replacements. During the Initial Term, each Leased Hardware item is subject to a maximum number of replacements (the "Initial Term Replacement Period"). If the Agreement renews for an Extended Term, the maximum number of replacements for any new Leased Hardware items provided in connection with such Extended Term will apply during the three-year period starting on the first day after the end of the Initial Term (the "Extended Term Replacement Period"). The maximum number of replacements for each Leased Hardware item during its respective warranty period will be as set forth in the quote provided in Addendum A.

(iii) Exclusions. GUARDIAN RFID's maintenance, repair and replacement obligations do not apply to, and the Customer will be responsible for any expenses for, repair, replacement or maintenance of Leased Hardware that are necessitated by any one or a combination of the following:

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

(A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or

(B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.

(iv) Costs and Shipping and Handling. All costs associated with maintaining, repairing, or replacing the Leased Devices will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.

(f)Duration. GUARDIAN RFID will provide the support, repair, and replacements described in this Section 8 until this Agreement expires or is terminated.

9. DELIVERY AND ACCEPTANCE

(a)Delivery of Software to the Customer. GUARDIAN RFID will deliver the GUARDIAN RFID Software Materials to the Customer, either physically or electronically, and install them for the Customer at a mutually agreeable time in the project timeline. In addition, GUARDIAN RFID will install any Third-Party Software on the Hardware for use as part of the GUARDIAN RFID System at a mutually agreeable time in the project timeline.

(b)Delivery of Hardware to the Customer. GUARDIAN RFID will ship the Hardware to the Customer's facility at a mutually agreeable time in the project timeline. Any Hardware shipped will be via commercial carrier chosen by GUARDIAN RFID FOB destination, with the price included in the "Total Price" column of the quote provided in Addendum A.

(c)GUARDIAN RFID System Acceptance.

(i) After GUARDIAN RFID provides notice to the Customer that the GUARDIAN RFID System has been successfully installed, which may be conveyed via email (the "Installation Notice"), the Customer will have thirty (30) days to test the GUARDIAN RFID System (the "Testing Period") to determine whether the GUARDIAN RFID Software operates in accordance with the Documentation (including the expectations, if any, set forth in the Statement of Work provided in Addendum D), that GUARDIAN RFID OnDemand is accessible and that all Hardware has been delivered (the "Acceptance Criteria").

(ii) If, in the Customer's reasonable determination, the GUARDIAN RFID System does not satisfy the Acceptance Criteria, the Customer will give notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Testing Period specifying with reasonable particularity the reason the GUARDIAN RFID System does not satisfy the Acceptance Criteria (a "Correction Notice").

(iii) GUARDIAN RFID will use reasonable efforts to correct any items specified in a Correction Notice and will provide notice to the Customer, which may be conveyed via email, when the Correction Notice has been addressed in a way that satisfies the Acceptance Criteria (a "Subsequent Installation Notice"). The Customer will have ten (10) days to test the GUARDIAN RFID System to determine whether it meets the Acceptance Criteria (a "Correction Testing Period"). If, in the Customer's reasonable determination, the GUARDIAN RFID System still does not satisfy the Acceptance Criteria, the Customer will provide another Correction Notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Correction Testing Period. GUARDIAN RFID will continue to use reasonable efforts to correct any items specified in any Correction Notice and send Subsequent Installation Notices to the Customer, which may be conveyed via email, until the GUARDIAN RFID System meets the Acceptance Criteria, which will be deemed to occur when a Correction

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

Testing Period expires without receipt of a Correction Notice from the Customer. If, in the Customer's reasonable determination, the GUARDIAN RFID System does not satisfy the Acceptance Criteria within sixty (60) days of the first Correction Notice, then the Customer may, with notice to GUARDIAN RFID, deem the first Correction Notice to be a Notice of Non-Conformity which cannot be corrected for purposes of Section 13(a)(ii).

10. FEES AND PAYMENT TERMS

(a)Fees. The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum B.

(b)Payment Terms. GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in Addendum B and after the occurrence of any other events specified in this Agreement which require a payment from Customer to GUARDIAN RFID. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of that invoice. If the Customer fails to pay an amount due within thirty (30) days after the applicable invoice date, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance, together with all of GUARDIAN RFID's expenses, collection costs, and reasonable attorneys' fees incurred in collecting amounts due under this Agreement.

(c)Taxes. Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the GUARDIAN RFID System or on this Agreement, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.

(d)Additional Purchases. From time to time, additional Hardware (e.g., wristbands, RFID wall readers, GUARDIAN RFID Mobile Devices, GUARDIAN RFID Mobile Device Accessories, etc.) may need to be purchased or leased by the Customer in order to continue using the GUARDIAN RFID System. In addition, the Customer may choose to purchase Additional Modules. The purchases of some Hardware (e.g., GUARDIAN RFID Mobile Devices, etc.) and Additional Modules and the lease of additional Leased Hardware may require the purchase of additional licenses for GUARDIAN RFID Software and Third-Party Software. In the event of additional purchases of Hardware, Additional Modules, and any corresponding licenses and additional leases of Leased Hardware, the Customer shall acquire such additional Hardware, Additional Modules, Leased Hardware, and licenses directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware, Additional Modules, Leased Hardware, and corresponding licenses. The Customer will be responsible for paying amounts related to the purchases of additional Hardware, Additional Modules and corresponding licenses, and additional leases of Leased Hardware, in accordance with the provisions of Section 10 of this Agreement. The additional purchases and leases will be governed by the provisions of this Agreement and may also cause an increase in the Renewal Fee provided in Addendum B. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases and leases, which will automatically amend and replace Addendum B.

(e)Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the GUARDIAN RFID System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

11. INTELLECTUAL PROPERTY RIGHTS

(a)GUARDIAN RFID Intellectual Property.

(i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title, and interest in and to the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand, including all worldwide technology and intellectual property and proprietary rights.

(ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.

(iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.

(iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Agreement shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.

(v) GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.

(vi) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from any GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, or any materials provided under this Agreement.

(b)GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.

(c)Customer Information. The Customer retains ownership of all Customer Information.

(d)Inmate Data. The Customer owns any inmate management, monitoring, and tracking data collected as part of the GUARDIAN RFID System ("Inmate Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data by either running a report on GUARDIAN RFID OnDemand and exporting the Inmate Data, or requesting that

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data for up to one (1) year after expiration or termination of this Agreement. Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data in spreadsheet form.

12. REPRESENTATIONS OF GUARDIAN RFID

(a)No Infringement. GUARDIAN RFID represents to the Customer that:

(i) GUARDIAN RFID owns or otherwise has rights in the GUARDIAN RFID Software Materials and has the full legal right to license the GUARDIAN RFID Software Materials in accordance with this Agreement; and

(ii) GUARDIAN RFID has no actual knowledge that the GUARDIAN RFID Software Materials infringe or misappropriate any patent, trademark, copyright, or any trade secret or proprietary right of any person or entity.

(b)Condition of Purchased Hardware. GUARDIAN RFID represents to the Customer that, at the time of delivery, the Hardware purchased by the Customer pursuant to this Agreement will be new and unused and that the Customer will acquire good and clear title to such Hardware, free and clear of all liens and encumbrances.

(c)Condition of Leased Hardware. GUARDIAN RFID represents to the Customer that, at the time of delivery, the Leased Hardware will be new and unused and that GUARDIAN RFID has the right to lease the Leased Hardware to the Customer on the terms set forth in this Agreement.

13. WARRANTIES

(a)GUARDIAN RFID Software.

(i) GUARDIAN RFID warrants to the Customer that, during the Term of this Agreement, the GUARDIAN RFID Software will operate in accordance with and otherwise conform to the Documentation, provided that (A) no party other than Authorized GUARDIAN RFID Personnel has altered any portion of the GUARDIAN RFID Software, (B) the GUARDIAN RFID Software is operated on the Hardware, and (C) the Customer has met its obligations under Section 14.

(ii) In the event of a claim by the Customer under this GUARDIAN RFID Software warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a "Notice of Non-Conformity"), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to terminate the Agreement in accordance with the provisions of Section 18(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 18(d). If the non-conformity which cannot be corrected occurs prior to the time the GUARDIAN RFID System meets the Acceptance Criteria pursuant to Section 9(c) and the Customer terminates the Agreement pursuant to Section 18(d), then the Customer will receive from GUARDIAN RFID a refund of all fees paid under the Agreement, in which case the Customer must return to GUARDIAN RFID the GUARDIAN RFID Software Materials licenses, Hardware, Leased Hardware, licenses to use and access GUARDIAN RFID OnDemand and other products

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

purchased from GUARDIAN RFID. In no other circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.

(b) Hardware. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Go-Live Date or (2) the date the Hardware is purchased, and ends on the earliest to occur of (1) the end of the warranty period provided in this Section applicable to such Hardware or (2) the date this Agreement expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 8(c) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating a repair or replacement. Repairs and replacements may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer. The Leased Hardware is not subject to a Hardware warranty, and instead will be maintained, repaired, or replaced by GUARDIAN RFID in accordance with Section 8(e). Unless a specific item of Hardware is explicitly listed as being covered by a warranty in this Section 13(b), it will not be covered by any warranty except that such Hardware will be replaced if it is defective upon arrival. The Hardware warranties for Hardware purchased by the Customer from GUARDIAN RFID under this Agreement are as follows:

(i) Three-Year Warranty. GUARDIAN RFID provides a complimentary, standard three-year premium care warranty that includes accident protection coverage for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that three-year warranty period. The Hardware that is covered by this three-year warranty has “Three-Year” in the “Warranty” column of the quote provided in Addendum A.

(ii) One-Year Warranty. GUARDIAN RFID provides a complimentary, standard one-year warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that one-year warranty period. The Hardware that is covered by this one-year warranty has “One-Year” in the “Warranty” column of the quote provided in Addendum A.

(iii) Useful Life Warranty. GUARDIAN RFID provides a complimentary useful life warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during the useful life of that Hardware. If the Hardware that is subject to the useful life warranty is no longer being manufactured, GUARDIAN RFID will replace it with a substantially similar product. The Hardware that is covered by this useful life warranty has “Useful Life” in the “Warranty” column of the quote provided in Addendum A.

(iv) Maximum Number of Replacements. During the warranty periods set forth in this Section 13(b), each Hardware item is subject to a maximum number of replacements. The maximum number of replacements for each Hardware item during its respective warranty period will be as set forth in the quote provided in Addendum A.

(v) Costs and Shipping and Handling. All costs associated with repairing or replacing Hardware covered by this Hardware warranty will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.

(vi) Exclusions. The Hardware warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

(A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or

(B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.

(vii) Manufacturer Warranties. For any other Hardware not listed above, all Hardware warranties provided by the manufacturer, if any, will be passed through to the Customer.

(c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, PARTICULARLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE GUARDIAN RFID SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE GUARDIAN RFID SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

14. CUSTOMER OBLIGATIONS

(a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.

(b) Customer Project Manager. The Customer will name one primary Customer project manager, who will be the main point of contact between the Customer and GUARDIAN RFID with respect to project management ("Customer Project Manager"). The Customer Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Customer Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator, and ensuring that tasks assigned to these individuals are completed. The Customer Project Manager will also be responsible for signoffs of various project documents and will have the authority to speak for the Customer from a project perspective.

(c) System Administrator. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

(d) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.

(e) Customer's Third-Party Software and Customer's Third-Party Hardware. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining, installing,

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.

(f)Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the GUARDIAN RFID System that is required for the GUARDIAN RFID System to properly function.

(g)Facility Preparation. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to prepare the facility for installation of the GUARDIAN RFID System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.

(h)System Configuration. The Customer will make appropriate subject matter experts available to perform GUARDIAN RFID System configuration tasks as assigned.

(i)System Updates. The Customer will work in good faith to allow GUARDIAN RFID to timely install Updates as requested by GUARDIAN RFID.

(j)Other Server Maintenance. Other than as provided in Section 8(b), the Customer is responsible for all general maintenance of the Customer's servers, including data backups, operating system updates, virus protection, database software updates, and other general performance of the Customer's servers.

(k)Warranty Requests. The Customer will submit all Hardware warranty claims to GUARDIAN RFID for processing and managing, and promptly respond to any requests from GUARDIAN RFID for information or cooperation related to those warranty claims.

(l)Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the GUARDIAN RFID System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third-party costs related to the implementation of the GUARDIAN RFID System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In addition, where the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any of the Customer's Third-Party Software or the Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will be responsible for paying amounts related to those changes in accordance with the provisions of Section 10(e) of this Agreement.

(m)Proper Use of GUARDIAN RFID System. Each of the Authorized Customer Personnel must learn proper use of the GUARDIAN RFID System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or (3) receiving instruction on proper use of the GUARDIAN RFID System by another of the Authorized Customer Personnel who is familiar with the proper use of the GUARDIAN RFID System. The Customer acknowledges that the GUARDIAN RFID System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the GUARDIAN RFID System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 14. The failure by the Customer or the Authorized Customer Personnel to properly use the GUARDIAN RFID System or

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

fulfill the obligations of this Section 14 may prevent records logged using the GUARDIAN RFID System from being accurate.

(n) Service Levels. The Customer is responsible for meetings its obligations set forth in the Service Level Agreement in Addendum C.

(o) Usage Seal. The Customer may display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (https://www.guardianrfid.com). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from the GUARDIAN RFID Project Manager:

In addition, the Customer may, but is not required, to include some or all of the following additional information about GUARDIAN RFID on the Customer's website or through such other means as the Customer reasonably determines will effectively information the public of such information:

> *Mariposa County uses GUARDIAN RFID to manage, monitor, and track inmates in-custody. Radio frequency identification (RFID) technology is used to support staff and inmate compliance and optimizes our data collection and reporting responsibilities as mandated by state and national corrections standards.*
>
> *Inmates are required to wear non-implantable devices at all times. Any incident of non-compliance will not be tolerated, and an inmate will be subject to fines and disciplinary action, including prosecution.*
>
> *All systems and devices using RFID technology are designed, tested, and manufactured to comply with Federal Communications Commission (FCC) regulations. RF energy levels generated are similar to those found in consumer electronics. Inmate-worn devices are hypoallergenic.*
>
> *RF-based inmate identification is the exclusive property Mariposa County.*

15. CONFIDENTIALITY

(a) Use and Handling of Confidential or Proprietary Information. The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Agreement, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Agreement and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Agreement, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

Party under this Agreement, the Receiving Party agrees to preserve the confidentiality of such information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss, or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss, or dissemination, shall notify the Disclosing Party immediately.

(b)Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:

(i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;

(ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);

(iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;

(iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;

(v) disclosure is required by subpoena or pursuant to a demand by any governmental authority; or

(vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

Before relying on the exceptions of this Section 15(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information, provided that if the exception being relied upon is Section 15(b)(vi), then such fifteen (15) day period will be extended to be the maximum amount of time allowed pursuant to the applicable open records law or other applicable law, rule, or regulation pursuant to which the Disclosing Party is seeking to disclose such information.

(c)Return of Materials. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.

(d)Confidentiality Remedies. The Receiving Party acknowledges that any breach of the provisions of this Section 15 could result in immediate and irreparable injury to the Disclosing Party for which an award of money damages would be inadequate. The Receiving Party agrees, therefore, that the Disclosing Party shall have the right to seek equitable relief including an injunction to specifically enforce the terms of this Section 15, and to obtain any other legal or equitable

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

remedies that may be available to it. In the event of any breach by the Receiving Party of this Section 15, the Receiving Party agrees to pay reasonable costs and legal fees incurred by the Disclosing Party in pursuit of any of its rights under this Section 15, in addition to any damages sustained by the Disclosing Party by reason of such breach, provided that the Disclosing Party prevails in the suit, action, or proceeding in which such costs and fees were incurred.

16. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID'S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING GUARDIAN RFID'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

17. INDEMNIFICATION

(a)Indemnification by GUARDIAN RFID. GUARDIAN RFID will defend, indemnify, and hold harmless the Customer and the Authorized Customer Personnel (the "Customer Indemnified Parties"), from and against all reasonable and necessary costs, charges and expenses (including attorneys' fees) arising from any third-party claim, action, suit, or proceeding against any Customer Indemnified Party (a "Customer Indemnified Claim") to the extent the Customer Indemnified Claim is based on: (i) any claim that the GUARDIAN RFID Software infringes a patent, copyright, or other proprietary right or violates a trade secret; and (ii) any gross negligence, willful misconduct, or fraud of GUARDIAN RFID or any Authorized GUARDIAN RFID Personnel.

(b)Indemnification by the Customer. The Customer will defend, indemnify, and hold harmless GUARDIAN RFID and the Authorized GUARDIAN RFID Personnel ("GUARDIAN RFID Indemnified Parties"), from any and all reasonable and necessary costs, charges, and expenses (including attorneys' fees) which result from any third-party claim, action, suit, or proceeding against any GUARDIAN RFID Indemnified Party (a "GUARDIAN RFID Indemnified Claim") to the extent the GUARDIAN RFID Indemnified Claim is based on: (i) the Customer's use of the GUARDIAN RFID Software or GUARDIAN RFID OnDemand other than as permitted under this Agreement; and (ii) any gross negligence, willful misconduct, or fraud of the Customer or any Authorized Customer Personnel.

18. TERM AND TERMINATION

(a)Term. The initial term of this Agreement shall begin on the Effective Date and extend to the third anniversary of the Go-Live Date (the "Initial Term"). After the Initial Term, subject to Section 18(b), this Agreement will be automatically renewed for one (1) additional three-year (3-year) period (the "Extended Term").

(b)Termination for Convenience.

(i) Non-Renewal. This Agreement may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.

(ii) Early Termination. This Agreement may be terminated for convenience by the Customer prior to the end of the Initial Term or Extended Term upon sixty (60) days' notice of such early termination to GUARDIAN RFID. Such termination will be effective as of the end of the sixty (60) days' notice period. Any early termination for convenience by the Customer made

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

pursuant to this Section 18(b)(ii) before either of the Go-Live Date or the first-year anniversary of the Go-Live Date will cause any remaining portions of the Initial Term Fee for Year One that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in Addendum B have occurred.

(c)Termination by GUARDIAN RFID for Cause.

(i) GUARDIAN RFID may terminate this Agreement immediately and discontinue any of its obligations under this Agreement by notice to the Customer if:

(A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;

(B) the Customer attempts, without the prior written consent of GUARDIAN RFID, to assign its rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise; or

(C) the Customer fails to comply with the terms of the license of GUARDIAN RFID Software Materials provided in Section 2, the terms of the license to access and use GUARDIAN RFID OnDemand provided in Section 5, the provisions regarding GUARDIAN RFID's intellectual property rights in Section 11(a) and 11(b), or the Confidentiality provisions of Section 15.

(ii) GUARDIAN RFID may terminate this Agreement upon sixty (60) days' notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any provision of this Agreement not otherwise specified in Section 18(c)(i) and fails to cure such breach within such notice period.

(d)Termination by the Customer for Cause. The Customer may terminate this Agreement upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 13(a)(ii) of this Agreement.

(e)Post-Termination Rights and Obligations.

(i) Upon expiration or termination of this Agreement, the grant of the license of the GUARDIAN RFID Software Materials, the grant of access to GUARDIAN RFID OnDemand, the lease of the Leased Hardware, and all other rights granted to the Customer under this Agreement will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and the Leased Hardware.

(ii) The following shall survive the expiration or termination of this Agreement:

(A) The provisions of Sections 11 ("Intellectual Property Rights"), 15 ("Confidentiality"), 16 ("Limitation of Liability"), 17 ("Indemnification"), and 21 ("Non-Disparagement");

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

(B) The provisions of Section 10 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination;

(C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination; and

(D) In the case of a non-conformity that GUARDIAN RFID is unable to correct pursuant to Section 13(a)(ii): (1) GUARDIAN RFID's obligation to provide a refund to the Customer, and (2) the Customer's obligation to return to GUARDIAN RFID the GUARDIAN RFID Software Materials licenses, Hardware, the Leased Hardware, licenses to use and access GUARDIAN RFID OnDemand, and other products purchased from GUARDIAN RFID.

19. INSURANCE

(a)Types of Insurance. GUARDIAN RFID will maintain in full force and effect insurance of the following kinds and amounts, and meeting the other requirements set forth in this Section.

(i) Commercial General Liability Insurance. Occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000 for each occurrence plus an umbrella policy of not less than $4,000,000, for a total of $5,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than two times the occurrence limit.

(ii) Occurrence Based Products and Completed Operations Liability Insurance. Products and completed operation liability insurance with a limit not less than $2,000,000 for each occurrence/$2,000,000 general aggregate.

(iii) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

(iv) Workers' Compensation Insurance. Workers' compensation insurance or equivalent form with limits not less than:

(A) Bodily Injury by Accident: $1,000,000 Each Accident

(B) Bodily Injury by Disease: $1,000,000 Each Employee

(C) Bodily Injury by Disease: $1,000,000 Policy Limit

(b)Certificates of Insurances. At the Customer's request, GUARDIAN RFID will provide properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the Customer.

20. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood by the Customer and GUARDIAN RFID that GUARDIAN RFID and any Authorized GUARDIAN RFID Personnel will not be construed to be, and are not, employees of the Customer. GUARDIAN RFID will provide services to the Customer as an independent contractor with control over the time, means, and methods for fulfilling its obligations under this Agreement. GUARDIAN RFID further acknowledges that neither it nor any of the Authorized GUARDIAN RFID

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

Personnel is entitled to benefits from the Customer such as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment with the Customer.

21. NON-DISPARAGEMENT

During the Term of the Agreement, and for a period of one (1) year after termination or expiration of the Agreement, each party will refrain from any statements or comments (in oral or written form) that could damage, disparage, or cause injury to the other party's reputation.

22. MISCELLANEOUS

(a)Entire Agreement. This Agreement, including its Addenda and documents or other information specifically referenced in this Agreement, constitutes the entire expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In the event of a conflict between the Sections 1 through 22 of the Agreement and any of its Addenda, the language of Sections 1 through 22 of the Agreement will control.

(b)Amendments. The parties may not amend this Agreement except in a writing that each party signs. The terms of such amendment will apply as of the effective date of the amendment unless the amendment specifies otherwise.

(c)Change Orders. Any change orders and out-of-scope work must be agreed to by executing an amendment to this Agreement pursuant to Section 22(b).

(d)Waiver. No provision of this Agreement will be waived except pursuant to a writing executed by the party against which the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Agreement will operate as a waiver or estoppel of any right, remedy, or condition.

(e)Assignment. This Agreement will be binding upon, and the benefits and obligations provided for in this Agreement will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors, and assigns. The Customer may not assign, without the prior written consent of GUARDIAN RFID, which consent will not be unreasonably withheld, the Customer's rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise, and any attempt to do so will be deemed a material breach of this Agreement.

(f)Notice. Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement will do so in writing and will use one of the following methods of delivery:

(i) Delivered personally, with the notice effective upon delivery;

(ii) U.S.-recognized overnight courier, with the notice effective at the time delivery is shown in the courier's records; or

(iii) Postage prepaid by U.S. registered or certified mail, return receipt requested, with the notice effective upon receipt or upon the date that delivery is attempted and refused.

All notices shall be addressed to the parties at the addresses set forth in the recitals of this Agreement, except that either party may designate another notice address in a notice given under

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

this Section. The notice address for the County of Mariposa pertaining to this contract shall be P.O. Box 727, Mariposa CA

(g)Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.

(h)Remedies. Unless otherwise specified in this Agreement, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

(i)Construction. This Agreement will be constructed as if drafted by both parties and will not be strictly construed against either party because of drafting.

(j)Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(k)No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.

(l)Force Majeure. Any delay or failure of performance of either party to this Agreement will not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by a Force Majeure Event. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the GUARDIAN RFID System under this Agreement.

(m)Non-Discrimination. GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

(n)Export Control. GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written consent from the appropriate authority responsible for such matters.

(o)Cooperative Purchasing. GUARDIAN RFID acknowledges that the Customer has a role in developing and encouraging cooperative purchasing efforts among governmental entities. GUARDIAN RFID agrees to use commercially reasonable efforts to assist the Customer in facilitating its cooperative purchasing efforts to the extent such efforts relate to the GUARDIAN RFID System.

(p)Governing Law. The laws of the State of Minnesota, without regard to Minnesota's choice-of-law principles, govern all matters arising out of or related to this Agreement.

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration.

GUARDIAN RFID

By:
(signature of authorized representative)

Name: Ken Dalley
Title: President
Date: 4/29/2022

CUSTOMER

735CABCB11D
Rosemarie Smallcombe
ZorroSign
By: _____
(signature of authorized representative)

Name: Rosemarie Smallcombe
Title: Board Chair
Date: 06/01/2022

Approved as to Legal Form:

735CABCB113
Steven W. Dahlem
ZorroSign
Steven W. Dahlem, County Counsel

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

ADDENDUM A

QUOTE

See quote on following page.

Additional Modules (Check for those Selected):

☐ Facilities Manager

☒ Medication Manager

☒ Digital Video Evidence

☒ Operational Intelligence

☐ Academy by GUARDIAN RFID

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

Account Name	Mariposa County Sheriffs Office (CA)	Created Date	4/19/2022
Quote Number	00003772	Expiration Date	5/31/2022
Created By	Paul Baze		

Product	Product Family	Quantity	Sales Price	Total Price	Warranty	Max Replacements
GUARDIAN RFID® OnDemand™ Level 01 License (1-100 beds)	Platform	1.00	$2,995.00	$2,995.00	N/A	N/A
GUARDIAN RFID® Operational Intelligence™ Level 01 License (1-100 beds)	Software	1.00	$1,495.00	$747.50	N/A	N/A
GUARDIAN RFID® Medication Manager™ Level 01 License (1-100 beds)	Software	1.00	$2,995.00	$2,995.00	N/A	N/A
GUARDIAN RFID® SPARTAN 3™ - Lease	Hardware	3.00	$700.00	$2,100.00	Three-Year	1 per Serial#
GUARDIAN RFID® Mobile Command™ for SPARTAN™	Software	3.00	$695.00	$2,085.00	N/A	N/A
GUARDIAN RFID® Hard Tag™	Hardware	30.00	$14.95	$448.50	Useful Life	Unlimited
GUARDIAN RFID® Implementation Fee - Level 01 (1-100 beds)	Professional Service	1.00	$795.00	$795.00	N/A	N/A
GUARDIAN RFID® Onsite Training (Days)	Professional Service	2.00	$1,795.00	$3,590.00	N/A	N/A
GUARDIAN RFID® Wave Wristband/ID/KeyFob Activator	Hardware	1.00	$325.00	$325.00	One-Year	1 per year
GUARDIAN RFID® Officer Key Fob	Hardware	40.00	$5.00	$0.00	None	N/A

Total Price	$16,081.00
Shipping and Handling	$197.00
Grand Total	$16,278.00

* Each leased "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFID® SPARTAN 3™ (the main body of the device), the GUARDIAN RFID Mobile Device Charging Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is leased. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of two replacements per GUARDIAN RFID Mobile Device. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, none of the accompanying GUARDIAN RFID Mobile Device Accessories will be subject to replacement. Additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories may be separately purchased pursuant to Section 10(d) at GUARDIAN RFID's then-current pricing list for the Customer (a copy of which is available upon the Customer's request). The warranty and maximum replacements for those additional purchases will be as specified in the quote for the purchase of such additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories.

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

ADDENDUM B

FEE PAYMENT SCHEDULE

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Fee Type*	Event Occurrence	Amount
100% of Initial Term Fee	Contract Execution**	**16,178.00**
Initial Term Fee for Year Two	First-year anniversary of the Go-Live Date	**$7,229**
Initial Term Fee for Year Three	Second-year anniversary of the Go-Live Date	**$7,229**
Modification Fee	Completion of modification to GUARDIAN RFID System necessary to function with a change in configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware after the Effective Date. *[No such modifications contemplated as of the Effective Date.]*	**[N/A]**

* These amounts do not include any taxes.

** In accordance with Section 18(b), termination for convenience by the Customer before either of the Go-Live Date or the first-year anniversary of the Go-Live Date will cause any remaining portions of the Initial Term Fee for Year One that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in this Addendum B have occurred.

*** The Renewal Fee represents the costs for renewing licenses to use the GUARDIAN RFID System for the Extended Term and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B. In addition to increases due to those additional purchases, the Renewal Fee may be increased by up to 3.5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the Initial Term.

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

ADDENDUM C

SERVICE LEVEL AGREEMENT

1. DEFINITIONS

Except as defined in this Addendum C, all defined terms have the meaning set forth in the Agreement.

(a) "Attainment" means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section 2(d) of this Addendum C, in which the Customer has GUARDIAN RFID OnDemand Availability.

(b) "Customer Error Incident" means any service unavailability, which GUARDIAN RFID did not directly cause or create, resulting from any one or a combination of the following: (i) the Customer's Third-Party Software or the Customer's Third-Party Hardware, (ii) the acts or omissions of any Customer Personnel, or (iii) the acts or omissions of any personnel or third-party providers over whom GUARDIAN RFID exercises no control.

(c) "Disaster" means an event that renders any portion of a data center's infrastructure used in connection with the Agreement both inoperable and unrecoverable.

(d) "Downtime" means those minutes during which any portion of GUARDIAN RFID OnDemand is not available for the Customer's use.

(e) "Unscheduled Downtime" means Downtime that is not due to any one or a combination of the following: Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, or Force Majeure Events.

(f) "Emergency Maintenance" means (i) maintenance that is required to patch a critical security vulnerability, or (ii) maintenance that is required to prevent an imminent outage of GUARDIAN RFID OnDemand Availability.

(g) "Scheduled Downtime" means those minutes during which GUARDIAN RFID OnDemand is not available for the Customer's use due to GUARDIAN RFID's scheduled maintenance windows.

(h) "GUARDIAN RFID OnDemand Availability" means that GUARDIAN RFID OnDemand is capable of receiving, processing, and responding to requests by or from the Customer and each of the Authorized Customer Personnel, excluding Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, and Force Majeure Events.

(i) "RPO" means Recovery Point Objective, and refers to the maximum data loss per declared Disaster event during any calendar quarter throughout the Term that could occur following a Disaster.

(j) "RTO" means Recovery Time Objective, and refers to the amount of time per declared Disaster event during any calendar quarter throughout the Term that it takes for GUARDIAN RFID OnDemand to become operational following a Disaster.

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

2. GUARDIAN RFID ONDEMAND CLOUD SERVER UPTIME

(a) GUARDIAN RFID OnDemand Availability.

(i) Attainment Target. Subject to the terms of this Addendum C, GUARDIAN RFID has an Attainment target to provide to the Customer GUARDIAN RFID OnDemand Availability of one hundred percent (100%), twenty-four (24) hours per day, every day of the calendar year throughout the Term. GUARDIAN RFID has set GUARDIAN RFID OnDemand Availability Attainment targets and actuals under the terms of Section 2(d) of this Addendum C.

(ii) Calculation. The GUARDIAN RFID OnDemand Availability calculation does not include Scheduled Downtime, Customer Error Incidents, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires Emergency Maintenance), and Force Majeure Events. For the avoidance of doubt, if GUARDIAN RFID is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance will be included in the calculation of Attainment.

(iii) Scheduled Downtime. GUARDIAN RFID will perform maintenance on GUARDIAN RFID OnDemand only during limited windows that are anticipated to be reliably low-traffic times based on historical information. As of the Effective Date, GUARDIAN RFID performs such maintenance on Wednesdays between 12:00 a.m. and 6:00 a.m. Central time. GUARDIAN RFID will provide the Customer with advance written notice of any change to the current maintenance schedule. If and when any such Scheduled Downtime is predicted to occur during periods of higher traffic, GUARDIAN RFID will provide advance notice of those windows and will coordinate with the Customer. In instances where maintenance of GUARDIAN RFID OnDemand requires Scheduled Downtime outside of the known maintenance windows described in this Section, GUARDIAN RFID will provide written notice to the Customer at least twenty-four (24) hours prior to any Scheduled Downtime.

(iv) Emergency Maintenance. If Downtime is known to be necessary to perform any Emergency Maintenance, then GUARDIAN RFID will notify an appropriate Customer contact via email or telephone call, a minimum of four (4) hours or as early as is reasonably practicable, prior to the start of such Emergency Maintenance. GUARDIAN RFID reserves the right to perform unscheduled Emergency Maintenance at any time.

(v) Other Maintenance. GUARDIAN RFID and the Customer agree that GUARDIAN RFID has the right to perform maintenance that is designed not to impact GUARDIAN RFID OnDemand Service Availability at any time. Any such scheduled maintenance will be considered Scheduled Downtime and will be excluded from the calculation of Attainment.

(vi) Force Majeure. In the event of a Force Majeure Event affecting the GUARDIAN RFID OnDemand Availability, GUARDIAN RFID will provide the Customer with a written notice of the Force Majeure Event and include a description of the facts and circumstances it believes supports that determination.

(b) GUARDIAN RFID Responsibilities Relating to GUARDIAN RFID OnDemand Availability.

(i) GUARDIAN RFID will monitor GUARDIAN RFID OnDemand Availability under this Addendum C and will make commercially reasonable efforts to (A) address any GUARDIAN RFID OnDemand Availability-related issues that impact the 100% Attainment target, and (B) notify the Customer, either through automated monitoring systems or by other mutually agreed-upon means, that (A) Downtime will occur, if practicable, or (b) if Downtime has already occurred, promptly after it is confirmed.

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

(ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.

(iii) Upon timely receipt of a Customer report of Downtime under Section 2(c) of this Addendum C, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.

(iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:

(A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID OnDemand Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.

(B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID OnDemand Availability has been achieved.

(c) Customer Responsibilities Relating to GUARDIAN RFID OnDemand Availability.

(i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 8(c) of the Agreement.

(ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

(d) GUARDIAN RFID OnDemand Availability Attainment Targets and Actuals. Every calendar quarter, GUARDIAN RFID will compare confirmed Unscheduled Downtime to the GUARDIAN RFID OnDemand Availability Attainment target and actual amounts listed in the table below. If the actual Attainment does not meet the target Attainment, as shown in the table below, the corresponding Customer Relief, as shown below, will apply on a quarterly basis throughout the Term:

Target	Actual	Customer Relief
100%	100% – 95%	Prompt, remedial action will be taken.
	<95%	Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is ≥95%, or (ii) to not have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is <95%. In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability being <95%, the Customer will be entitled to terminate the Agreement under Section 18(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

3. GUARDIAN RFID ONDEMAND CLOUD SERVER RECOVERY

In the event of a Disaster, GUARDIAN RFID will recover the Customer's data (including Inmate Data) and continue to provide GUARDIAN RFID OnDemand at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. GUARDIAN RFID will also provide Customer Relief, as shown below, to the Customer for any calendar quarter where the RPO or RTO targets are not met.

	Actual	Customer Relief
RPO	≤2 Hours	Prompt, remedial action will be taken.
	>2 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 18(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.
RTO	≤4 Hours	Prompt, remedial action will be taken.
	>4 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 18(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

4. INCIDENT PRIORITIES, CHARACTERISTICS, AND RESOLUTION

(a) Incident Tracking. In the event of an issue with the GUARDIAN RFID requiring support, the

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

Customer will contact GUARDIAN RFID in accordance with Section 8(c) of the Agreement. Each support incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.

(b) Incident Priority. Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.

Priority	Characteristics Incident	Resolution Target
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the Customer's remote locations; or (c) systemic loss of multiple essential system functions.*	GUARDIAN RFID will provide an initial response to Priority Level 1 incidents within one (1) hour of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within eight (8) hours.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	GUARDIAN RFID will provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	GUARDIAN RFID will provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which will occur at least quarterly.
4 Low	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	GUARDIAN RFID will provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

** Examples include: inability to create activity logs in database, and/or inability to access GUARDIAN RFID OnDemand (excluding Internet access or Wi-Fi issues).*

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

ADDENDUM D

STATEMENT OF WORK

None.

©2020 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 7/2020)

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Reappoint Tina McLaughlin as a Social Service Provider for Seniors Representative to the Social Services Transportation Advisory Council (SSTAC) with a Term Expiring May 20, 2028

RECOMMENDATION AND JUSTIFICATION

Reappoint Tina McLaughlin as a Social Service Provider for Seniors Representative to the Social Services Transportation Advisory Council (SSTAC) with a Term Expiring May 20, 2028.

With this action there will be 4 vacancies remaining on this council.

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

The SSTAC is a standing committee required by Section 99238 of the Public Utilities Code that annually participates in the identification of transit needs, including unmet transit needs in Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Appointments and re-appointments for SSTAC members have been brought before the Commissioners, updating the membership in the past. According to the Bylaws of the SSTAC, it is required that the Local Transportation Commission (LTC) approve the appointments of all council members. The council continues to actively pursue the recruitment of new memberships.

Previous appointment and reappointment on April 4, 2023, by Commissioners with LTC #2023-8.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving the appointments and re-appointments of council members could place the SSTAC in non-compliance with Section 99238 of the Public Utilities Code.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Reappointment Letter Tina McLaughlin 5-20-25**

VOTE RESULT

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

Mariposa County Local Transportation Commission

Commissioners
District 1……...Rosemarie Smallcombe
District 2……....Shannon Poe
District 3……Danette Toso
District 4…….....Jenni Kiser
District 5……Miles Menetrey

Shannon Hansen
Executive Director, MCLTC
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

May 20, 2025

Tina McLaughlin
Mariposa County Health and Human Services
PO Box 99
Mariposa, CA 95338

Re: Social Services Transportation Advisory Council

Dear Tina McLaughlin:

I am pleased to inform you that at the regular meeting on May 20, 2025, the Local Transportation Commission took action and reappointed you to the Social Services Transportation Advisory Council as Social Service Provider for Seniors Representative. Your 3-year term will expire on May 20, 2028. The department assigned to this Council is the Public Works Department, Transportation Planning Division.

Should you have any questions, please feel free to contact Public Works Department, Transportation Planning (209) 966-5356 or email Jeannie Morvay-Clayton at jclayton@mariposacounty.org for additional information.

Congratulations on your appointment. We appreciate your willingness to serve your community on this committee.

Sincerely,

Danette Toso, Chair
Local Transportation Commission

cc: Public Works Department, Transportation Planning file

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Approving the Transportation Planning Overall Work Program (OWP) for FY 2025-26; and Authorize the Local Transportation Commission Executive Director to Sign the Program and Any Subsequent Documents Related to the Program (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the Transportation Planning Overall Work Program (OWP) for FY 2025-26; and Authorize the Local Transportation Commission Executive Director to Sign the Program and Any Subsequent Documents Related to the Program (Subject to Approval as to Legal Form by County Counsel).

Authorize the Mariposa County Local Transportation Commission (MCLTC) Executive Director to Sign and Submit the Overall Work Program Agreement (OWPA), Planning Process Certification, Certifications and Assurances Documents, and the Debarment and Suspension Certification (Subject to Approval as to Form by County Counsel.)

The State is requesting the Executive Director – MCLTC Sign the Agreement and associated documents and provide MCLTC Approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS

May 7, 2024 Resolution #LTC-2024-7 the LTC authorized the FY 2024-25 OWP

May 9, 2023 Resolution #LTC-2023-10 the LTC authorized the FY 2023-24 OWP

May 24, 2022 Resolution #LTC-2022-10 the LTC authorized the FY 2022-23 OWP

Each year, the Local Transportation Commission (LTC) approves an Overall Work Program (OWP) for Transportation Planning that serves as a guide for the work to be performed during the fiscal year. The draft was submitted to Caltrans District 10 for review on February 11, 2025, and a Comment Letter was received on March 17, 2025. Caltrans District 10 comments were taken into consideration, and the Draft OWP FY 2025-26 was updated with their requested changes and resubmitted to Caltrans on March 25, 2025. Caltrans was satisfied with our changes; no further edits are being requested.

The budget for performing this Work Program is provided by two State sources: Rural Planning

Assistance (RPA) funds to be $216,500 for FY 2025-26, and State Transportation Improvement Program (STIP) "Planning, Programming, and Monitoring" funds in the amount of $25,000. Funds from the Local Transportation Fund (LTF) in the amount of $13,200 will also be used. Approval of the OWP and execution of the Agreement are required in order to receive the RPA funds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the FY 2025-26 OWP; Transportation Planning would not receive the RPA funding in FY 2025-26.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **OWP FY 25 -26 Draft - 5-20-25**
2. **OWPA FY 2025-26 5-20-25**
3. **MCLTC Resolution 5-20-25 OWP FY 25-26**
4. **2025-26 FHWA Metro Plng Process Certification RTPA**
5. **FY24_FTA_certifications_assurances**
6. **Certifications and Assurances Fiscal Year 2025 - Signature Pages**
7. **2025-26 Debarment and Suspension Certification**

VOTE RESULT

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

Mariposa County

Local Transportation Commission

Transportation Planning Overall Work Program

For Fiscal Year 2025-2026

Draft

Pending LTC Adoption - May 20, 2025

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356

Table of Contents

Introduction....3
Work Program....3
Regional Setting....4
Local Transportation Commission (LTC)....5
Public Involvement....5
Environmental Justice & Title VI....6
Transportation Planning Program....7
Summary of Work Elements....7
Funding....8
Federal Planning Factors....9
Fixing Americas Surface Transportation FAST Act....10
Planning Emphasis Areas (PEAs)....11
Work Elements....12
1. Regional Transportation Plan (RTP)....12
2. Regional Transportation Improvement Program (RTIP)....13
3. Transportation Planning Studies....14
4.1. Transit Planning....16
4.2. Transportation Development Act (TDA)....18
5. Air Quality Planning....19
6. Public Information....20
7. Maintenance of the Overall Work Program (OWP)....21
8. Mariposa Town Transit & Economic Development Initiative....22
References....30

Appendix
Overall Work Program Agreement
MCLTC Resolution
Transportation Planning Process Certification
Certification and Assurances
Debarment and Suspension Certification

1. Introduction

Work Program

Overall Work Program (OWP) is a budget for one fiscal year. It identifies transportation planning activities and their funding sources. This OWP is for Fiscal Year 2025-2026 including July 1, 2025 - June 30, 2026.

Together with the Master Fund Transfer Agreement (MFTA) and the Overall Work Program Agreement (OWPA), the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds.

The primary concerns addressed in this Work Program are:

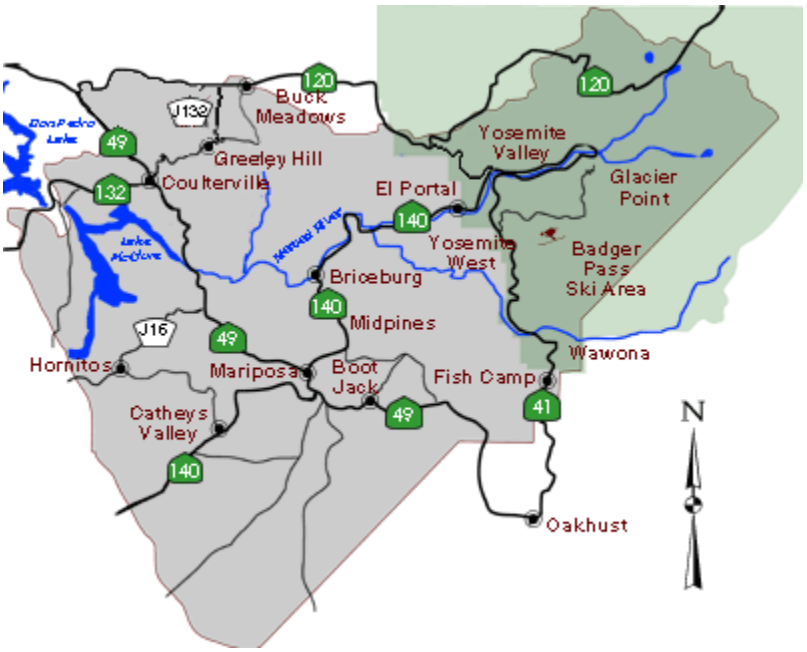
- Funding for transportation planning projects and programs,
- Coordination with federal, state, and local agencies
- Coordination with neighboring regions and their planning activities including but not limited to the staff participation in Yosemite Area Regional Transportation System (YARTS), Rural Counties Task Force (RCTF), and Bicycle Pedestrian Advisory Committee (BPAC)
- Public participation and outreach
- Air Quality Conformity
- Consistency with the General Plan
- Improving transportation datasets and analysis capabilities

The main products of this Work Program will be:

- Complete Phase III of the Vehicle Miles Traveled Policy 2025-26 (Funded by RPA)
- Complete Phase I of the Pavement Management Program 2025-26 (Funded by RPA)
- Complete Phase I of the Short Range Transit Plan 2025-26 (Funded by RPA)

Regional Setting

Mariposa County is a rural, mountainous area with a population of approximately 17,131 (per the 2020 U.S. Census). It is estimated that every year approximately 4 million people travel through Mariposa County on their way to Yosemite National Park. Portions of Yosemite National Park, the Sierra National Forest, the Stanislaus National Forest, and other public lands account for about half of the almost 1,500 square miles of land area. Two highways – State Routes 49 and 140 – traverse the County, and three others – Routes 41, 120, and 132 – have portions within it.



While the County does not experience the same kind of congestion problems that face most urban areas, the incremental, low density, and widespread development pattern that is emerging creates traffic problems of their own. The primary concern is with the maintenance and improvement of the County's roadways to a safe and appropriate standard. As new housing goes up in the rural areas of the county, deficiencies in the roadway system are becoming more apparent. However, due to the mountainous terrain over much of the land, Mariposa faces higher road construction and maintenance costs than many areas. When the higher costs are combined with the small population, piecemeal growth, and low density of development, paying for necessary infrastructure maintenance and improvements becomes a more difficult task.

In the recent past, much of the growth in Mariposa County has come from tourism – mostly related to Yosemite National Park – and from the migration of retirees from urban and suburban areas.

The Local Transportation Commission

The structure of the Mariposa County Local Transportation Commission has not changed since it was formed in 1975. The Local Transportation Commission (LTC) is composed of the (5) five members of the Mariposa County Board of Supervisors, as there are no incorporated areas within Mariposa County. The County's Director of Public Works & Transportation is designated as the Executive Director of LTC.

A Memorandum of Understanding between the Mariposa County Transportation Commission and the State of California was updated in 2012. This MOU describes the relationship between the State and County for transportation planning in Mariposa County.

The LTC has advisory committees that meet on an as-needed basis. These include the Policy Advisory Committee and Citizen's Advisory Committee. The Technical Advisory Committee (TAC), which will meet at least twice a year. The TAC will make recommendations to the LTC on matters such as the Regional Transportation Plan (RTP) and the annual Transportation Planning – Overall Work Program (OWP). The purpose and structure of these committees has been reviewed and the LTC Bylaws updated accordingly. Additionally, a Social Services Transportation Advisory Council (SSTAC) meets prior to the Unmet Transit Needs Hearing and at other times, as needed. Currently the council meets two times annually. The council advises LTC on transit and other transportation needs within the County.

Public Involvement

Public input by citizens or any interested party is encouraged by the LTC and welcomed at all LTC meetings. Noticed public hearings are held on topics such as Unmet Transit Needs and adoption of the Regional Transportation Plan. The LTC strives to include continuous community involvement in the development of plans and studies including online to gather feedback. Mariposa County is the ancestral home to numerous Native Americans (i.e., Tribes, communities, organizations, groups, and individuals). The LTC will reach out to the American Indian Council of Mariposa and other Native American, communities, organizations, groups, and individuals for their participation. A Public Participation Plan was completed in FY 2009-10 and more explicitly describes the LTC's public involvement goals and procedures.

Although there are no federally recognized Native American tribes within Mariposa County. California is the ancestral home to several federally recognized and non-federally recognized California Native American tribes, communities, organizations, groups, and individuals. Proactively pursuing early Native American involvement as mandated by federal and state guidelines, considered, and addressed during the earliest stages of transportation planning and programming, benefits local transportation agencies such as the Mariposa County LTC, Native Americans and Caltrans. We frequently reach out to Southern Sierra Miwuk Nation, North Fork Mono Rancheria, and Choinumni Tribe to name a few. Such efforts minimize impacts on projects by (a) avoiding potential delays and cost overruns, and (b) gaining important knowledge and information for protecting and preserving unique biological and cultural resources (i.e., flora, fauna, prehistoric sites, religious and ancestral places, etc.) for future generations.

Environmental Justice & Title VI

County staff addresses the effects of transportation planning on traditionally underrepresented and underserved populations, such as the elderly, disabled, low-income, and minority (i.e., Black, Hispanic, Asian American, Native Americans/Alaskan Native, and Pacific Islander) community groups and their leaders by involving the potentially affected public in developing transportation projects that fit harmoniously within the community without sacrificing safety or mobility. The county accomplishes this goal both formally and informally through newspaper announcements, public hearings, workshops, County websites, social media, and meetings with traditionally underrepresented communities and community leaders and notices to local minority groups.

Mariposa County Local Transportation Commission will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Person's requirements (70 FR 74087, December 14, 2005). Mariposa County Local Transportation Commission is committed to creating and maintaining a system that is free of all forms of discrimination, taking necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

2. Transportation Planning Program

The Transportation Planning Program consists of multiple efforts, divided into Work Elements. The program and its elements are derived from various prior documents and programs including:

- The 2017 Regional Planning Handbook
- The 2024 Regional Transportation Plan
- The Regional Transportation Improvement Program and Amendments
- The California Transportation Plan
- A 1990 Traffic Safety Evaluation of Mariposa County Roads conducted by the Institute of Transportation Studies
- YARTS and subsequent work in the development of a regional transit system
- The 1994 Mariposa County Highway 140 Transit Service Evaluation Report
- The 2021 Short Range Transit Plan
- The 2021 Pavement Management Program
- The 2024 Active Transportation Plan
- The 2011 Bicycle and Pedestrian Transportation Plan
- The Climate Action Plan-Transportation Infrastructure Vulnerability Assessment, and Resiliency Plan

Summary of Work Elements

- Work Element 1 - **Regional Transportation Plan (RTP)** and participate in regional planning efforts
- Work Element 2 - **Regional Transportation Improvement Program (RTIP)** preparation, Project Study Reports, and project monitoring
- Work Element 3 - **Transportation Planning Studies** for specific issues
- Work Element 4.1 - **Transit Planning** and coordination
- Work Element 4.2 – **Transportation Development Act (TDA)**
- Work Element 5 - **Air Quality Planning** and coordination
- Work Element 6 - **Public Information** and outreach
- Work Element 7 - **Maintenance of the Overall Work Program (OWP)**
- Work Element 8 – **Mariposa Town Transit & Economic Development Initiative**

Funding

The LTC's Work Program is funded from three sources: Rural Planning Assistance funds, TDA and State Transportation Improvement Program "Planning, Programming & Monitoring" funds.

The RPA funding amount for Fiscal Year 2025-26 for Mariposa County is $216,500.

Funding Amounts and Sources

$216,500	Rural Planning Assistance (RPA)
$ 25,000	STIP Planning Programming & Monitoring Funds (PPM)
$ 13,200	TDA Funds
$198,463	Planning Grant SB1 SC
$ 25,713	Local Match – Receives No Funding From RPA
$478,876	TOTAL BUDGETED AMOUNT

Funding by Element

Work Element	Funding Source					LTF Match (11.47%) Non-RPA	Budgeted Amount
	RPA	Carryover FY 24-25	STIP PPM	TDA	Planning Grant SB1 SC, 88.53%		
1. RTP	35,000						35,000
2. RTIP			25,000				25,000
3. Transportation Planning Studies	60,250						60,250
4.1 Transit Planning	59,250						59,250
4.2 TDA				13,200			13,200
5. Air Quality Planning	15,000						15,000
6. Public Information	22,000						22,000
7. Maintenance of OWP	25,000						25,000
8. Mariposa Town Transit & Economic Development Initiative					198, 463	25,713	224,176
Sub-Total	**216,500**		**25,000**	**13,200**	**198,463**		
Total		**$453,163.00**				**25,713**	**$478,876**

RTP (Regional Transportation Plan), RTIP (Regional Transportation Improvement Program), TDA (Transportation Development Act)

County Match Requirements

Funding for Work Elements 1 – 7 does not require a county match since they are 100% funded.

Federal Planning Factors

The work elements in this program are consistent with Federal and State funding priorities including the ten FAST Act planning factors to the extent they apply to a rural area like Mariposa County. The ten planning factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.

2. Increase the safety of the transportation system for motorized and non-motorized users.

3. Increase the security of the transportation system for motorized and non-motorized users.

4. Increase the accessibility and mobility of people and for freight.

5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns.

6. Enhance the integration and connectivity of the transportation system, across and between modes, people, and freight.

7. Promote efficient system management and operation.

8. Emphasize the preservation of the existing transportation system.

9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.

10. Enhance travel and tourism.

The matrix on the following page shows which Work Element(s) address which emphasis area(s):

FAST Act Planning Factors							
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 8 Mariposa Town Transit & Economic Development Initiative
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.	X		X	X			x
2. Increase the safety of the transportation system for motorized and non-motorized users.	X	X	X	X		X	X
3. Increase the security of the transportation system for motorized and non-motorized users.	X	X	X	X		X	
4. Increase the accessibility and mobility of people and for freight.		X	X	X			x
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.	X		X		X		x
6. Enhance the integraton and connectivity of the transportation system, across and between modes, for people and freight.	X	X	X	X			x
7. Promote efficient system management and operation	X	X	X	X	X	X	
8. Emphasize the preservation of the existing transportation system.		X		X			
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.	X	X	X	X			x
10. Enhance travel and tourism.	X		X	X		X	x

Planning Emphasis Areas

Planning Emphasis Areas (PEAs) were updated in December of 2021. The emphasis areas focus on advancing equity and environmental justice in transportation planning, which will help achieve greenhouse gas reduction goals and increase resilience to extreme weather events

The matrix below shows which Work Element(s) address which Planning Emphasis Areas PEA(s):

Planning Emphasis Areas							
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 8 Mariposa Transit & Economic Development Initiative
Tackling the Climate Crisis - Transition to a Clean Energy Resilient Future	X			X	X		x
Equity and Justice in Transportation Planning	X	X	X	X		X	X
Complete Streets	X	X		X			X
Public Involvement	X	X		X		X	x
Stratigic Highway Network/U.S. Department of Defense Coordination	**N/A**						
Federal Land Mangement Agency Cooridination	X	X		X			x
Planning and Environment Linkages	X	X	X	X			X
Data in Transportation Planning	X	X		X	X		X

3. Work Elements

WORK ELEMENT 1
Regional Transportation Plan (RTP)

RTP serves as a guide for transportation planning activities in Mariposa County. It is a long-range (20 year) planning document that establishes the region's transportation goals, policies, programs, projects, and the financial resources available to implement them. This element also includes inter-governmental coordination on all matters of transportation policy in the County.

Previous Work

- Completed 2024 Regional Transportation Plan Update (September 19, 2023)
- Negative Declaration Environmental Document of RTP Update (September 19, 2023)

Proposed Products

- Provide Agendas and Meeting Minutes Quarterly for All Meetings of the Technical Advisory Committee (TAC) Meetings.
- Provide Agendas with Weblinks and Meeting Minutes Quarterly for All Meetings Staff Attends of the Rural Counties Task Force (RCTF)

Work Activities

1. Prepare Agendas, Meeting Notices, Meeting Minutes, TAC Roster, and Annual TAC Report to the Board. (October 2025, January 2026, April 2026, and June 2026) – County Staff

2. Participate in Statewide planning efforts and in the Rural Counties Task Force which staff attends. Provide weblink and meeting minutes quarterly. (October 2025, January 2026, April 2026, and June 2026) – County Staff

3. Monitor status and funding of projects in the RTP (October 2025, January 2026, April 2026, and June 2026) – County Staff

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$35,000
	TOTAL	$35,000

WORK ELEMENT 2
Regional Transportation Improvement Program (RTIP)

This work element consists of programming and monitoring "STIP" projects. Projects are programmed every two years in the Regional Transportation Improvement Program (RTIP) that is submitted to the state and subsequently becomes part of the State Transportation Improvement Program (STIP). After that, projects are allocated for construction according to their programmed schedule. Project implementation must be monitored, including project delivery, timely use of funds, and compliance with State law and the California Transportation Commission's (CTC) guidelines. This work element consists of programming and monitoring "STIP" projects.

This element also includes preparation of Project Study Reports (PSR) for County Road improvement projects. A PSR or equivalent is required by the CTC for any project that is seeking to be included in the State Transportation Improvement Program (STIP). Moreover, a PSR is used to evaluate the feasibility of each proposed project to be included in the STIP.

Previous Work

- 2022 Regional Transportation Improvement Program and subsequent amendments
- Contracted with Consultant PA&ED, CEQA, PS&E, and ROW Phases for Harris Road Bridge & Indian Peak Road Bridge - FY 23-24
- LTC Approved 2024 RTIP Amendment to use FY 2024 STIP to fund Harris Rd Bridge CON Phase – FY 23-24

Proposed Products

- 2026 RTIP Adopted by LTC December 9, 2025
- 60% Plan Set & ROW - Harris Road Bridge Project
- 60% Plan Set & ROW - Indian Peak Bridge Project

Work Activities

1. RTIP project planning, programming, and monitoring (September 2025, December 2025, March 2026, and June 2026) – County Staff
2. 2026 RTIP - Consultant & County Staff (December 2025)
3. Harris Road Bridge monitor PA&ED and PS&E work (September 2025, December 2025, March 2026, and June 2026) – Consultant & County Staff
4. Indian Peak Bridge monitor PA&ED and PS&E work ((September 2025, December 2025, March 2026, and June 2026) – Consultant & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
STIP PPM	LTC	$25,000
	TOTAL	$25,000

WORK ELEMENT 3
Transportation Planning Studies

The purpose of this element is to fulfill regional transportation planning duties other than the RTP and RTIP. The County engages in oversight, coordination, system planning, and community engagement in regional planning and transportation. The County addresses current and long-range issues that impact transportation planning through plans and studies such as Complete Streets and Active Transportation.

System Planning develops a) Corridor Studies, b) Multi-Modal, Operation, Non-SHOPP Transportation Equity Report (MIP), c) District System Management Plan, d) Active Transportation Plans, and e) Vehicle Miles Traveled (VMT) Policies.

Corridor Studies:
A corridor study serves as a quantitative assessment of current and future transportation needs in a corridor from a "complete streets" perspective. Addressing a period between twenty and forty years, the corridor plan evaluates operational strategies that maintain and optimize corridor performance and asset management in addressing travel delay, resilience, travel time reliability, mode shift, goods movement, vehicle miles traveled, congestion, and greenhouse gas reduction.

Multimodal Investment Plan (MIP):
The Multimodal Investment Plan is a Multimodal Objective Non-SHOPP Transportation Equity Report and provides reliable, accessible, shareable, quality controlled and documented data for use by Caltrans and its partners. The report supports analysis and decision making enabled by a robust data governance framework to get the right information to the right people at the right time.

District Strategic Plan (DSP):
A long-range improvement strategic and policy planning document, which is based on anticipated funding. The DSP represents how the district envisions the transportation system will be maintained, managed, and developed over 20 years and beyond, and is the State's counterpart to the Regional Transportation Plan (RTP)

Active Transportation Plans:
System Planning prepares multi-modal Active Transportation Plans (ATP) that research, document, analyze, and plan strategies that address the needs of travelers of all ages, incomes, and abilities on the State Highway System. The Plan views all transportation improvements as opportunities to improve safety, access, mobility, and asset preservation for all active transportation users in the district. ATPs also recognize bicycle, pedestrian, and transit modes as integral elements of the transportation system that can play a role in the reduction of greenhouse gas emissions (GHG).

Vehicle Miles Traveled (VMT) Policies:

Vehicle Miles Traveled (VMT) is a measure used extensively in transportation planning for a variety of purposes. It measures the amount of travel for all vehicles in a geographic region over a given period, typically a one-year period. It is calculated as the sum of the number of miles traveled by each vehicle. VMT is a key metric in transportation planning because it provides a measure of total travel, how travel changes over time, and differences in travel among regions and states. VMT is the leading measure of both personal and commercial vehicle travel demand. VMT data are also useful in policy decisions for infrastructure investment. Since VMT measures travel demand, it is useful in determining where resources are most needed, and it is an important measure to monitor and forecast.

Previous Work

- Active Transportation Plan 2024 Adopted September 17, 2024
- Vehicle Miles Traveled Policy - Phase I & II
- Geographic Information System development

Proposed Products

- Vehicle Miles Traveled Policy (VMT) Phase III - MCLTC Item, Monthly Agenda & Meeting Minutes with consultant, Final Draft adopted by MCLTC - (December 2025)
- Pavement Management Program (PMP) Update Phase I - MCLTC Item, Advertisements, Request for Proposal, and contract with consultant – (March 2026 – June 2026)

Work Activities

1. Update street, right of way, and parcel detail into the Geographic Information System (GIS) to be used as information for ongoing Transportation Planning (July 2025 - June 2026) – County Staff

2. Monitor status through monthly update meetings with consultant. Prepare the necessary documents for Phase III of Vehicle Miles Traveled Policy with consultant. Collect public comments from the outreach process to modify the Draft VMT for final approval. Prepare MCLTC Board Item, attachments, schedule MCLTC Item on meeting calendar. Post approved Final VMT Policy to County websites for Public Viewing - (July 2025 – December 2025) – Consultant & County Staff

3. Prepare MCLTC Item, Advertisements, Request for Proposal, and contract with consultant for preparation of Mariposa County PMP Update– (March 2026 - June 2026) Monthly monitoring of PMP Update milestones with monthly meetings. Phase I also includes the consultant's process for gaining access to our information, and systems to begin their work on the update. (March 2026 – June 2026) - Consultant & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$ 60,250
	TOTAL	$ 60,250

WORK ELEMENT 4.1
Transit Planning

This work element will be focused on the activities involved with local transit planning. This element also includes participation in Yosemite Area Regional Transportation System (YARTS). Mariposa annually networks with YARTS for the Low Carbon Transit Operations Program (LCTOP) allocation which provides transit services to Mariposa County residents.

The Transportation Planning Department works closely with Mariposa County Transit to ensure required documents are updated and submitted on time, keeping us eligible for transit funding.

Mariposa County is a member of the California Association for Coordinated Transportation (CALACT) which represents small rural and specialized transportation providers statewide. Mariposa participates in CALACT's offerings of programs, resources, and training to benefit the growth of our county's rural transit operations.

Previous Work

- Transit Asset Management (TAM) Updated
- National Transit Database (NTD) Report submitted October 23, 2024
- Mariposa Transit - Annual Request for Reimbursement January 29, 2025
- Federal Transportation Assistance (FTA) 5311 Funds request submitted December 12, 2024

Proposed Products

- Provide a list of any needs and solutions identified in YARTS meetings in October 2025 and April 2026 – Any lists and solutions identified will be provided as part of the Q4 deliverables (July 31,2025)
- Mariposa Transit - Required Reporting TAM, NTD, RFR, and FTA 5311 Funds Request
- Short Range Transit Plan (SRTP) Update – MCLTC Board Item, Advertisements, Request for Proposal, and contract with consultant.

Work Activities

1. Meet with YARTS transit services to identify needs and to plan solutions to any issues presented and discuss potential enhanced routes and services. Include in deliverables any needs and/or solutions because of our meetings. (October 2025 and April 2026) – Staff
2. Participation in YARTS Authority Advisory Committee and Management Board meetings, subcommittee meetings, and coordination to enhance transit throughout the County. (December 2025 and May 2026) – County Staff
3. Prepare MCLTC Item, Advertisements, Request for Proposal, and contract with consultant for preparation of Mariposa County Short Range Transit Plan (SRTP) Update – (January 2026 - June 2026) Monthly monitoring of SRTP project milestones with monthly meetings (March 2026 – June 2026) - Consultant & County Staff

4. Update Transit Asset Management (TAM) for Mariposa Transit – (August 2025) – Staff
   Work with Mariposa Transit to complete NTD Annual Report – (October 2025) - Staff
   Annual Request for Reimbursement for Mariposa Transit – (January 2026) – Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$59,250
	TOTAL	$59,250

WORK ELEMENT 4.2
Transportation Development Act (TDA)

This work element allows the development and monitoring of the Social Services Transportation Improvement Act, including the County Unmet Transit Needs hearing, the Social Services Transportation Advisory Council (SSTAC), Transit Development Plan Updates, Transit Action Plans, and Social Services Transportation Inventories. Also included will be any other local transit related planning activities and administrative tasks, such as TDA fund allocations to transit operators and program audits.

Previous Work

- Social Services Transportation Inventories
- Unmet Transit Needs public hearing and determination.

Proposed Products

- Social Services Transportation Inventories Update
- Unmet Transit Needs public hearing and determination (June 2026)

Work Activities

1. Social Services Transportation Advisory Council meetings (October 2025 and April 2026) - County Staff

2. Unmet Transit Needs Public Hearing and related reporting activities. (June 2026) – Staff

3. Track expenditures of LTF and STA Funds. (October 2025, January 2026, April 2026, and June 2026) – County Staff

4. Apply for grants and other funding to enhance transit capital acquisition and operations. (December 2025) – County Staff

5. Prepare the MCLTC Item for TDA Annual Fund Transfers – (May 2026-June 2026) - Staff

6. Complete the annual fiscal audits. Develop and maintain records for the next performance audit. (June 2026) – Independent Auditor & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
TDA	LTC	$13,200
	TOTAL	$13,200

WORK ELEMENT 5
Air Quality Planning

The purpose of this work element is to advise the LTC on air quality issues and policies; to ensure that transportation plans, programs, and projects conform to the most recent air quality requirements; and to coordinate effectively with other government agencies on these matters.

Air quality conformity is the process wherein plans, programs, and projects are shown to meet the requirements of the Clean Air Act Amendments and the applicable State Implementation Plan. EPA website, https://www3.epa.gov/airquality/greenbook/phistory_ca.html, lists the whole County of Mariposa in their Greenbook for an 8-Hour Ozone period in (2015) as a "non-attainment zone".

Mariposa County involves the public in the regional transportation planning process and participates in regional, local, state agencies, and the private sector in planning efforts to identify and plan policies, strategies, programs, and actions that maximize and implement the regional transportation infrastructure. To facilitate this, LTC works closely with the Mariposa County Air District, Caltrans District 10, Planning, neighboring counties, and other agencies on matters of air quality.

Previous Work

- Mariposa Air Quality Issues discussed with Mariposa Health & Human Services Agency
- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Proposed Products

- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Work Activities

1. Meet with Mariposa Public Works and Planning on possible areas to enhance bike & pedestrian movement throughout the county to encourage reduction of green-house gas emissions (September 2025, March 2026) – County Staff
2. Participate in Federal and State Clean Air Act meetings and webinars when available. - County Staff
3. Coordinate with partners to identify policies, strategies, programs, and actions that enhance the movement of people, goods, services, and information on the regional, inter-regional, and state highway system. (December 2025 and June 2026) – County Staff
4. Monitor air quality with the HHSA; (September 2025, December 2025, March 2026, and June 2026) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$15,000
	TOTAL	$15,000

WORK ELEMENT 6
Public Information

- This element will help develop a public outreach campaign through informational brochures, a logo, and meetings. It is important to establish and maintain formal consultation with Native American Tribal Governments enabling their participation in local and state transportation planning and programming activities. The LTC believes in developing joint work programs with transportation and air quality agencies, including transit operators, to enhance coordination efforts, partnerships, and consultation processes – to facilitate outreach efforts and meetings with traditionally underrepresented and underserved populations such as the elderly, disabled, low-income, and minority communities, community groups and their leaders (i.e., Black, Hispanic, Asian American, and Pacific Islander).

Previous Work

- A web page dedicated to the LTC, its schedule, information, and available downloads updated each Fiscal Year (June 2025)
- Mariposa Transit Services Digital Advertising January 2025

Proposed Products

- Public Outreach mailings, published public notices, and notices on County website materials will be submitted with the Quarterly Deliverables
- Update Mariposa Transportation Planning Web Page (June 2026)
- Provide Caltrans with Public Information Materials Produced on a Quarterly Basis

Work Activities

1. The Public Outreach meeting, in the LTC Board Hearing Room in June of 2026, will invite the underserved populations, minority community groups and their leaders to participate and share their opinions, issues, and recommendations for how local and regional transportation affects them. We routinely reach out to Native American entities in our area to insure they are included in the Public Outreach process. The meeting will be documented and posted on the transportation planning website. (June 2026) – County Staff

2. In addition to our regular transit schedules we will advertise added shopping trips leading up to the holidays November – December and during the local farmers market season May – October – County Staff

3. Update all transit schedules and offerings for mailing and posting to County Websites. (July 2025, October 2025, January 2026, April 2026) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$22,000
	TOTAL	$22,000

WORK ELEMENT 7
Maintenance of the Overall Work Program (OWP)

This work element will allow the development, monitoring, and maintenance of the Overall Work Program. The Overall Work Program lays the foundation for the current fiscal year Transportation Planning Activities. Included in the Work Element will be any necessary equipment and/or supplies needed to complete the required work activities.

Previous Work

- Overall Work Program FY 2024-2025
- Overall Work Program FY 2024-2025 Amendment I

Proposed Products

- Quarterly Progress Reports (Q1 – October 31, 2025, Q2 - January 31, 2026, Q3 – April 30, 2026, and Q4 - July 31, 2025)
- Formal and Administrative Amendments as needed (August 2025 – June 2026)
- OWP FY 2024-2025 Year End Closeout Package (August 30, 2025)
- Draft of FY 2026-2027 OWP Due to Caltrans for Review (March 1, 2026)
- LTC Board Item & Final Draft FY 2026-2027 OWP to Caltrans (May 2026)
- Final Approved/Adopted FY 2026-2027 OWP and fully executed OWPA (June 30, 2026)

Work Activities

1. Preparation of Q4 Report and FY 2024-2025 (July 2025) - County Staff
   Year End Closeout Package FY 2024-25 (August 2025) - County Staff
   Formal and/or Administrative Amendments (August 2025-May 2026) - County Staff

2. Preparation of Quarterly Reports and Invoices for FY 2025-26 Q1 – Q3 (October 2025, January 2026, & April 2026) – County Staff

3. Preparing the FY 2026-2027 Draft OWP, Caltrans approval, LTC adoption, and ongoing updates to the OWP FY 2025-2026- County Staff

4. Overall Work Program meetings with Caltrans Staff ongoing. – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$25,000
	TOTAL	$25,000

WORK ELEMENT 8
Mariposa Town Transit & Economic Development Initiative

The purpose of this element is to identify a new transit strategy in the Mariposa Town Planning Area (TPA), focused on improving parking availability and increasing public transit ridership. Major deliverables include recommendations for (1) improving existing parking and expanding parking inventory in the Town's commercial area, (2) increasing Yosemite Area Regional Transportation System use, and (3) enhancing the pedestrian experience in Mariposa's downtown corridor. These deliverables will help drive economic activity to a disadvantaged, low-income community, while reducing congestion, VMT, and GHG emissions.

The project is funded by the Sustainable Transportation Planning Grant program. The intent of the Sustainable Communities Grants is to encourage local and regional planning that supports state goals, implements Regional Transportation Plan Sustainable Communities Strategies, and to ultimately achieve the State's greenhouse gas reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively. The final product is anticipated to be complete by June 2027.

Previous Work

1. Submitted Grant Proposal and Application (1/18/2024)
2. Received Notice of Conditional Grant Award (7/9/2024)
3. Advertise for and selection of Consulting Group (Q3 of 2025)

Overall Project Objectives

- Develop a set of recommendations over short-, medium-, and long-term time horizons for improving parking and pedestrian infrastructure in the Mariposa Town Planning Area to satisfy the everyday needs of residents and to encourage more visitors to park, visit Mariposa's small businesses, and take public transit.
- Provide diagrams and conceptual drawings for transit improvements, with a special focus on resilience-focused strategies (e.g. tree cover, installation of EV charging stations, and other green design techniques) to improve parking, bus stops, and pedestrian pathways.
- Consider and draft code amendments that can institute a sustainable fee structure or funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure.
- Design signage and informational panels to make it easy and convenient for visitors to access local businesses and explore Mariposa.
- Ensure that this Initiative is community-centered and that the needs of Mariposa's underserved residents are fully incorporated into final recommendations (i.e. the process and the community dialogue are as important as the final product).

Summary of Project Tasks

Task 01: Project Administration

This task involves the writing of quarterly reports, drafting of meeting notes, invoicing, and the kick-off meeting with Caltrans.

Task Deliverables
Kick-off meeting with Caltrans, meeting notes, quarterly invoices, and progress reports

Task 02: Consultant Procurement

Mariposa County will procure a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Potential expertise needed for a consultant team includes, but is not limited to, planning and conceptual design of parking and pedestrian infrastructure, regional transportation network analysis, active transportation planning, and innovative stakeholder engagement techniques.

Task Deliverables
Mariposa County's current procurement procedures, copy of the Request for Proposal, copy of the contract between consultant and the County, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Define Planning Context

The selected consultant team's first task will be to analyze the relevant planning documents, studies, and other milestone documents related to multimodal transit in Mariposa. Understanding these prior planning efforts and their outcomes will allow the consultant team to define the planning context in which the Mariposa Town Transit & Economic Development Initiative will occur and set the stage for more informed and robust stakeholder engagement in future tasks.

The final document review list will be determined in coordination with the selected consultant team. Anticipated documents to review include:

- Mariposa County General Plan (2006)
- Mariposa County Bicycle and Pedestrian Plan (2011)
- The Mariposa Economic Vitality Strategy (2017)
- Mariposa County Transportation Center + Active Transportation Feasibility Study (2019)
- YARTS Strategic Plan (2021)
- Mariposa County Regional Transportation Plan (2023)
- Integrated Mobility & Housing Strategy (2023)
- Mariposa County Nonresidential Market Study (2023)

Task Deliverables
Planning context summary white paper

Task 2: Stakeholder Engagement Protocols & Convene Steering Committee

Mariposa County will convene a Town Transit Steering Committee with representatives from social services nonprofits, the county health department, downtown businesses, County Departments, and other stakeholders. The Steering Committee will meet once every two months during the planning process. Steering Committee members will sign a partnership agreement that outlines their involvement in the process, including roles and responsibilities, and meeting procedures.

Mariposa County is committed to implementing a community participation strategy that effectively includes segments of the community who traditionally do not participate in County planning efforts. Specific strategies for achieving this goal will be developed in coordination with the selected consultant team and the Town Transit Steering Committee to identify approaches and techniques that will be appropriate and effective in our unique community context. Anticipated baseline strategies will include multi-lingual outreach materials, opportunities for online engagement, and decentralized "meeting in a box" materials. During this task, these strategies will be fully documented and planned.

Task Deliverables
Formation documents and meeting notes from Town Transit Steering Committee, signed partnership agreement from Steering Committee members, schedule and detailed plan for stakeholder engagement focus groups

Task 3: Collect Preliminary Community Perspectives

With assistance from Mariposa County staff and the Town Transit Steering Committee, the consulting team will host a series of facilitated focus groups with strategic stakeholders to shape the inquiry and investigation into future tasks of the project. Participants in these dialogs will include targeted central stakeholders (e.g., downtown business owners and employees, transit professionals, tourism industry experts, and local residents) and will emphasize the needs and perspectives of disadvantaged community members.

A final roster of focus group participants will be determined in conjunction with the selected consultant team and will include central partners involved in the preliminary shaping of this project to date. These include:

- Yosemite Area Regional Transportation System (YARTS)
- Caltrans District 10 Staff
- Mariposa County Town Transit Steering Committee
- Southern Sierra Miwuk Nation
- Mariposa Special Parking District

- Alliance for Community Transformations
- Mariposa Arts Council and Mariposa County Creative Placemaking Committee
- Mariposa County Historic Sites & Records Preservation Commission
- County Departments

Task Deliverables
Meeting notes, meeting PowerPoint presentations, meeting attendance records (e.g., names, demographic information of attendees, groups represented, and number of focus groups).

Task 4: Summarizing Baseline Conditions

After defining the planning context and connecting with essential stakeholders to gain a qualitative understanding of the issues, the consultant team will collect these baseline conditions into a clear and compelling summary. This summary will describe the current and future need for improved parking and pedestrian infrastructure and increased YARTS ridership, functioning as a needs assessment, identifying benchmarks and performance measures by which to evaluate the recommendations developed in later project tasks. The format of the Baseline Conditions Summary will be determined in conjunction with the selected consultant team and will be incorporated into the final Mariposa Town Transit & Economic Development Initiative deliverable.

Task Deliverables
Written summary of baseline conditions; diagrams, maps, and infographics that visually display these baseline conditions; written analysis of discussions and conversations that occurred during the focus group meetings

Task 5: Draft Transit Improvements & Concepts

Having established benchmarks and performance measures for needed parking and pedestrian improvements and increased YARTS ridership in the prior phase, the consultant team will next propose a preliminary vision for how to accomplish these objectives. The team will develop a series of recommendations to (1) enhance parking infrastructure; (2) improve pedestrian pathways; and (3) increase YARTS ridership, respectively. Our partnership fully expects the ideas generated to be preliminary, and the materials are to be used to stimulate and structure community dialogue in subsequent project tasks. The consultant will provide diagrams and conceptual drawings, when appropriate, to allow the community to visualize each recommended transit improvement.

Task Deliverables
Draft preliminary recommendations; diagrams and conceptual drawings of preliminary recommendations and transit improvements

Task 6: Community Engagement – Draft Transit Improvements & Concepts

As mentioned, the County conceptualizes the recommendations from the previous task as preliminary, and as an opportunity to foster meaningful dialogue with the community. In this task, our partnership will apply innovative community engagement techniques to solicit feedback on the preliminary recommendations from a broad cross-section of the Mariposa community.

These engagement activities will occur on two scales: first, among the core stakeholder groups, and second, among the wider community at large. The format and structure of these engagement activities will vary depending on the scale of the intended audience and will correspond with the engagement protocols developed in conjunction with the selected consultant team during Task 2 of the project. During this Task, there will be a total of six stakeholder focus groups who will review the draft preliminary recommendations and transit improvements. Two of the stakeholders focus groups will include representatives of the Southern Sierra Miwuk Nation (SSMN) and Alliance for Community Transformations, respectively. Recognized by the California Native American Heritage Commission, the Miwuk Nation are the descendants of the SSMN people of Yosemite and Mariposa County. The Alliance is the largest social services agency in Mariposa County, offering services to underserved groups, including the homeless, foster youth, seniors, and more. Both the Alliance and SSMN will provide valuable input on how preliminary designs will impact underserved individuals in the community. After engaging the stakeholder groups, the County will convene at least three interactive hands-on workshops with the broader community. One of these workshops will be hosted at the Creekside Terrace Apartments, an affordable housing community. All workshops are anticipated to include:

- Input on how well the recommendations balance the needs of residents versus Yosemite-bound visitors.
- Prioritization of recommendations, especially related to parking and pedestrian improvements.
- Evaluation of how effectively the recommendations meet the needs of Mariposa's undeserved population.
- Consideration of the feasibility of the fee mechanism proposed to ensure long-term sustainability and maintenance for parking infrastructure.
- Examination of whether the recommendations fit Mariposa's rural context.

In order to ensure input is received from residents throughout the County (and not just in the project area), Mariposa County will also release an online survey. The survey will seek direct feedback on the preliminary recommendations and transit improvements. The survey will be promoted by the County's Public Information Officer through social media and via press release. It will be available for 30 days for public response.

The County is committed to centering the community in decision-making and project development and has several examples of recent successful community engagement in its planning efforts (e.g. Integrated Mobility and Housing Strategy and Mariposa Creek Parkway

Phase IV Plan). The Mariposa Town Transit & Economic Development Initiative will build upon these successes, ensuring the community shapes the final recommendations and deliverables of the project.

Task Deliverables
Community engagement materials and activities; summary of community input and feedback on draft transit improvements and concepts

Task 7: Draft Mariposa Town Transit & Economic Development Initiative

Having collected and summarized community input on the Draft Transit Improvements & Concepts in the prior phase, the consultant team with guidance from the Town Transit Steering Committee will further develop the concepts and recommendations into a full draft of the Mariposa Town Transit & Economic Development Initiative. This deliverable will incorporate the takeaways from the prior phase and will include:

- A timeline showing how the Initiative's recommendations should be implemented in the short- medium- and long-term, as well as a fund development strategy for making the transit improvements a reality.
- A recommendation for a sustainable fee structure or funding mechanism (e.g., an enhanced infrastructure financing district) to improve and maintain the County's parking and pedestrian infrastructure.
- Draft code amendments that will implement this new revenue source.
- Mock-ups of signage and informational panels to make it easy and convenient for visitors to access local businesses, identify parking areas, and see YARTS bus stops.
- Diagrams, visuals, and maps showing the Initiative's transit recommendations.
- A section detailing how the Initiative incorporates resilience-focused strategies into parking and pedestrian improvements.

The format of this initial draft will be determined in conjunction with the selected consultant team, but we anticipate it will also include conceptual cost estimates, project partners and key responsibilities, and considerations for permitting and environmental compliance.

Task Deliverables
Full Initial Draft of Mariposa Town Transit & Economic Development Initiative

Task 8: Community Engagement – Draft Mariposa Town Transit & Economic Development Initiative

In conjunction with Mariposa County and Town Transit Steering Committee, the consultant team will again implement the previously established stakeholder engagement protocols to receive

community input on the draft Mariposa Town Transit & Economic Development Initiative. As in earlier phases, the engagement activities will occur at multiple scales, and will be scheduled, structured, and implemented to encourage substantive participation from a wide range of stakeholders from throughout our disadvantaged community.

We anticipate that the activities, exercises, and techniques used here will be consistent with those developed for and implemented in Tasks 3 and 6. In particular, we anticipate a minimum of one meeting with each focus group convened in the previous phase, as well as additional key stakeholders as needed, regarding the draft Initiative. Furthermore, we anticipate a minimum of two interactive, hands-on workshops to engage the community at large on the draft. If necessary, community input will also be solicited electronically, through tools such as online surveys and workshop webinars.

Task Deliverables
Meeting notes, PowerPoint presentations, meeting attendance records (e.g. names, demographic information of attendees, groups represented, and number of focus groups).

Task 9: Release Draft of Mariposa Town Transit & Economic Development Initiative; LTC Hearings & Approval

Using the feedback collected during the previous phase, the consultant team will refine the draft from Task 9 and consolidate the materials produced in previous phases into a cohesive booklet, in both digital and physical formats. This will serve as the final draft Mariposa Town Transit & Economic Development Initiative that summarizes the key takeaways from each task and offers specific deliverables:

- The values and principles which informed the stakeholder engagement protocols, and the techniques used to facilitate community engagement throughout the project
- The baseline conditions that serve as the project's context, and the benchmarks and targets stemming from that context
- The methodology used to identify and ultimately prioritize specific pedestrian, parking, and YARTS-focused recommendations
- The final recommendations for parking, pedestrian, and bus transit improvements
- The outline of the next steps the County needs to take to implement the final recommendations.
- The final mock-ups of informational and wayfinding signage to direct more visitors to park, visit Mariposa businesses, and take the bus, as well as full drafted language for code amendments to Mariposa County's Special Parking District
- This final draft will be vetted by the Town Transit Steering Committee to ensure that the recommendations have the Committee's full approval and backing. It will then be presented to the Local Transportation Commission for approval in a public hearing. The final report will be an ADA-accessible document.

Task Deliverables
Full final draft of Mariposa Town Transit & Economic Development Initiative; Local Transportation Commission meeting minutes; resolution approval and adoption of the Initiative by the LTC

Funding

Funding Source	Work Performed by	SB1 SC* AMOUNT	Local Match (11.47%)	Budgeted Amount
Sustainable Communities	Planning, LTC and Consultants	$198,463	$25,713	$224,176
	TOTAL	$198,463	$25,713	$224,176

***Work Element 8 receives no funding from RPA.**

REFERENCES

See Overall Work Program (OWP) Guidance, Appendices, for Transportation Planning and Programming Requirements Regarding Tribal Governments. Guidance is included for the protocol for government-to-government relations with federally recognized tribes and for public outreach with the Native American population.

Guidelines:

California Transportation Commission (CTC), current California Regional Transportation Plan Guidelines; Executive Order 12898 (Environmental Justice); and Title VI of the Civil Rights Act.

The CTC approved the following requirement in the RTP Guidelines: "the MPO's and RTPA should include a discussion of consultation, coordination and communication with federally recognized Tribal Governments when the community is located within the boundary of an MPO/RTPA".

Regulations:

Title 23, Code of Federal Regulations (CFR), CFR 49, Chapter 1, Part 450 Subpart C, Sections 450.104, 450.202, 450.31(i), 450.324(f)(1), and 450.330(a.

Statutes:

Title 23, United States Code (U.S.C.), Chapter 1, Sections 134(h)(3)(B), 134(i)(5), and 101(a)(23); SAFETEA-LU Section 3005, Subsection 5303(i)(2)(B), Section 6001, subsection 134(i)(2)(B), and 6002.

Appendix A

MFTA#: 74A1637
AGENCY DUNS#: 623257027
AGENCY UEI#: PNG4LUYEKK53

OVERALL WORK PROGRAM AGREEMENT (OWPA)
Mariposa County Local Transportation Commission

FY: 25/26 **OWP Board Approval Date:** 5/20/2025 **Amendment #:**

1. The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.

2. All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA)that was executed January 1, 2025 through December 31, 2034 with Caltrans are incorporated by reference as part of this OWPA for this FY.

3. Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.

4. Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

CFDA #	Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
20.205	FHWA PL (Toll Credit)	11.47%					$0.00
20.205	FHWA PL (Local/In-kind Match)	11.47%					$0.00
20.205	FHWA PL (CS LM Waiver)	0.00%					$0.00
20.505	FTA 5303 (Toll Credit Match)	11.47%					$0.00
20.505	FTA 5303 (Local/In-kind Match)	11.47%					$0.00
20.505	FTA 5304	11.47%					$0.00
20.205	FHWA SPR	20.00%					$0.00
	RPA	0.00%	$216,500.00				$216,500.00
	RPA Grants	0.00%					$0.00
	SHA Grants	11.47%					$0.00
	SB1 Formula	11.47%					$0.00
	SB1 Competitive	11.47%	$198,463.00			$25,713.00	$224,176.00
	SHA-Climate Adaptation	11.47%					$0.00
	Total Programmed Amount		**$414,963.00**	**$0.00**	**$0.00**	**$25,713.00**	**$440,676.00**

Agency Certification of Programmed Funds		District Approval of Programmed Funds	
The Agency certifies that programmed amounts are representative of eligible and		The District has reviewed and approves the OWPA as submitted. Programmed	
	5/20/2025		
Authorized Signature	Date	*Authorized Signature*	Date
Shannon Hansen, Executive Director - MCLTC			
Printed Name and Title		Printed Name and Title	

(HQ Department of Transportation Use Only)

The total amount of **FEDERAL** funds encumbered by this document are: **$** _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

The total amount of **STATE** funds encumbered by this document are: **$** _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

Encumbrance Details:

Fed/State	CT	Acct Line #	Project ID	Phase/Fund	Amount $

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

Signature of Department of Transportation Resources/Accounting Officer Date

CFDA for Federal Funds *20.505 Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research/**20.205 Highway Planning and Construction

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 25-

A Resolution approving the Overall Work Program for Fiscal Year 2025/2026

WHEREAS, the Mariposa County Local Transportation Commission (LTC) is the Regional Transportation Planning Agency (RTPA) for Mariposa County; and,

WHEREAS, the Mariposa County LTC has prepared an Overall Work Program (OWP) for FY 2025/2026 which has been reviewed by Caltrans; and,

WHEREAS, this Overall Work Program becomes the basis for Mariposa County LTC activities and budget for FY 2025/2026.

NOW THEREFORE BE IT RESOLVED that the Mariposa County Local Transportation Commission does hereby adopt the Fiscal Year 2025/2026 Overall Work Program and certifies that it's planning process will be implemented in accordance with all applicable requirements.

BE IT FURTHER RESOLVED that the Mariposa County Local Transportation Commission hereby authorizes the Executive Director to submit the OWP and to execute all necessary agreements to implement this resolution.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 20th day of May, 2025 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Danette Toso, Chair
Local Transportation Commission

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Walter Wall, County Counsel

FY 2025/2026 FHWA and FTA State and Metropolitan Transportation Planning Process Self-Certification

In accordance with 23 CFR part 450, the California Department of Transportation and Mariposa County Local Transportation Commission, Regional Transportation Planning Agency, herby certify that the transportation planning process is being carried out in accordance with all applicable requirements including:

(1) 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;

(2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;

(3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21;

(4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

(5) Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

(6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

(7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

(8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

(10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

_____	_____
RTPA Authorizing Signature	Caltrans District Approval Signature
Executive Director - MCLTC_____	_____
Title	Title
May 20, 2025_____	_____
Date	Date

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

(a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
(b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

(a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
   (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
   (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

(1) Senior;

(2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

(3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
   (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
   (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
   (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
   (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:

  (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

(2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or

(3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:

(1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),

(2) Category 06 (Transit Asset Management Plan),

(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),

(4) Category 09 (Formula Grants for Rural Areas),

(5) Category 15 (Alcohol and Controlled Substances Testing), and

(6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant:_____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		**Certification**
01	Certifications and Assurances Required of Every Applicant	_____
02	Public Transportation Agency Safety Plans	_____
03	Tax Liability and Felony Convictions	_____
04	Lobbying	_____
05	Private Sector Protections	_____
06	Transit Asset Management Plan	_____
07	Rolling Stock Buy America Reviews and Bus Testing	_____
08	Urbanized Area Formula Grants Program	_____
09	Formula Grants for Rural Areas	_____
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name_____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name_____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Mariposa County Local Transportation Commission

The Applicant certifies to the applicable provisions of all categories: (*check here*) ___X____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		**Certification**
01	Certifications and Assurances Required of Every Applicant	_____
02	Public Transportation Agency Safety Plans	_____
03	Tax Liability and Felony Convictions	_____
04	Lobbying	_____
05	Private Sector Protections	_____
06	Transit Asset Management Plan	_____
07	Rolling Stock Buy America Reviews and Bus Testing	_____
08	Urbanized Area Formula Grants Program	_____
09	Formula Grants for Rural Areas	_____
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Responsive Service	_____
18	Interest and Financing Costs	_____
19	Cybersecurity Certification for Rail Rolling Stock and Operations	_____
20	Tribal Transit Programs	_____
21	Emergency Relief Program	_____

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
AFFIRMATION OF APPLICANT

Name of the Applicant: Mariposa County Local Transportation Commission

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek, federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 5/20/2025

Name Shannon Hansen, Executive Director – MCLTC Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Mariposa County Local Transportation Commission

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.
I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: 5/20/2025

Name Walter Wall Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Fiscal Year 2025/2026 California Department of Transportation Debarment and Suspension Certification

As required by U.S. DOT regulations on governmentwide Debarment and Suspension (Nonprocurement), 49 CFR 29.100:

1) The Applicant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
    d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the State.
3) If the Applicant is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Applicant, including the General Services Administration's ***Excluded Parties List System (EPLS)***, Applicant shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to the State.

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DEBARMENT AND SUSPENSION CERTIFICATION
FISCAL YEAR 2025/2026

SIGNATURE PAGE

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature_____ Date May 20, 2025

Printed Name Shannon Hansen

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

AFFIRMATION OF APPLICANT'S ATTORNEY

For Mariposa County Local Transportation Commission (Name of Applicant)

Signature_____ Date_____

Printed Name of Applicant's Attorney Walter Wall

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive a Presentation from the Behavioral Health Board

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from the Behavioral Health Board

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received reports from the Behavioral Health Board in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not receive the presentation, and miss the opportunity to learn about the recent happenings of the Behavioral Health Board.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **BHB2024-2025AnnualReport**
2. **BHB 2024-2025 Ann. Rpt. Presentation**

BEHAVIORAL HEALTH BOARD

of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

2024-2025 ANNUAL REPORT

To: Mariposa County Board of Supervisors
From: Mariposa County Behavioral Health Board
Paul Brickett, Chair
Loretta Milne, Vice Chair
Date: April 30, 2025

This document is submitted as required by BOS Resolution 2022-115, section 10.2, and was written by the Behavioral Health Board (BHB) Chair. Included are the required sections on: **Topics Considered by the BHB**, **How Those Topics Fall within the BHB's Purpose**, **Issues impeding BHB effectiveness**, and **Goals and Objectives for 2025-2026**. Also included is the initial section on board **Membership**, and later a list of **Subcommittees and Community Partners**.

Membership

The BHB met on June 5, 2024, and re-elected Paul Brickett as Chair and elected Ellie McQuarrie as Vice-Chair, with other continuing members Rosemarie Smallcombe (BOS Member), Olga Leonard, Deputy Sheriff Mike Charman, and Loretta Milne. The BHB welcomed new members in August, Dana Hallet, and Eva Burns, and in September, Jessie Salcedo. The day of the scheduled January BHB meeting, the Chair received a resignation letter from Ellie McQuarrie, who had been on the BHB since 2017, when it was created from the Mental Health Board. Ellie is thanked for her years of service. At the April BHB meeting, Loretta Milne was elected Vice-Chair for the remainder of the year until elections in June. Finally, the board would like to thank our support staff, Dina Garrett and Adrianne Beas, who wrote the meeting minutes this report is based on.

Overview of the Topics Considered by the BHB 2024-2025

The following paragraphs describe some of the major topics covered by BHB members, HHSA staff, and community partners in the BHB meetings on the first Wednesday of the month for May, 2024, through April, 2025, except for January and March 2025, at which times the necessary quorum was not reached.

May 1, 2024
At this meeting several groups announced new programs to benefit residents of Mariposa's Northern district. Sheila Baker reported on HHSA's new building in Coulterville which will hold a Mental Health First Aid training course in June. Mariposa Heritage House director Summerlynn Marquez reported opening a second location in Greely Hill, currently open only on Thursdays, or by appointment, with services including substance use recovery support. Lastly, Tyson Wellcome reported that Ethos,

which provides cultural, recreational and educational enrichment experiences for local youth, will be holding activities in the North Country twice a month during the summer.

June 5, 2024
Special Meeting, Public Hearing:
Jinger Feuerstein conducted the Public Hearing to receive public input, review, and make recommendations for submission of the "Mariposa County Mental Health Services Act (MHSA) Annual Update Plan (2024–2025)," the "Prevention and Early Intervention Report (2022-2023)" and "Annual Innovation Report (2022-2023)." No public comments were received, but there were some questions from BHB members on the Family Visitor Program which sends volunteers to homes of isolated Seniors.
BHB Meeting:
The regular meeting was scheduled from 1 to 2:30 p.m. following the Public Hearing. Besides the routine business and Staff Reports, a variety of Community Partners reported, as follows, in brief. Mariposa Heritage House - Summerlynn Marquez reported on food, housing, energy assistance, and transportation services. Mariposa Minds Matter - Jillian Rodriquez reported a great turn-out to the booth at the Butterfly Festival, and an upcoming Movie Night. Probation - Kareli Gomez reported on six participants currently in Behavioral Health Court diversion program, and a new Case Manager. Mariposa Safe Families - MeganAtkinson reported on Youth Empowerment and Family Empowerment programs, Alcohol Awareness programs, about 96 youth participating in Friday Night live, art projects, Tobacco Education, Scholarships, Fire Preparedness, and two youth interested in being BHB members who will be attending upcoming meetings. Ethos - Amber Scroggins reported on a summer pool party at the town pool. Family Resource Center - Amber also reported the start of a Single Parents Group and upcoming BBQ in North County. CASA - busy Amber reported start of 30-hour Advocate Training, with 11 young people in need of an advocate. Mountain Crisis - Program Director Kristen Fiester reported increased restraining orders and survivors needing shelter; Counselor Juli Jines reported a caseload of 27 people in May, up from 15 in April, and teaching crochet as therapy at the shelter's Art Support Group.

July 3, 2024
This meeting included updates by staff of a number of recent events. Kristina Keheley, who was just appointed Interim HHSA Director, reported the agency was awarded 4.2 million for the Bridge Housing grant. Funds are to be used to purchase housing for the community and to fulfill CARE Act requirements to house adults in the CARE program. An estimated four to five individuals in the county meet the requirements of having a diagnosis of schizophrenia or other psychotic disorder, and are untreated or not clinically stabilized in ongoing voluntary treatment. A civil court may order a CARE plan for such individuals when petitioned by particular people including family members, medical providers, HHSA, or first responders. If the CARE Court determines an individual meets the requirements, it will work with the individual and their attorney to create a voluntary or court-ordered plan, with a review after 12 months and possible one year extension.

Kristina also reported the county is providing Medication Assisted Treatment (MAT) services for opioid addiction at the Community Health Center

August 7, 2024
A major topic discussed at this meeting concerned needed mental health services in the Coulterville area following the trailer park fire on July 21. Member Eva Adams asked if HHSA will have a therapist or counselor located in North County at some point in the future. Jesse Salcedo, North County resident and BHB applicant, called for services to be expedited. Sheila Baker mentioned that currently there is a HHSA office in Coulterville with a supervisor stationed there, with a grant submission for

funding a new, larger building. Sheila also said that the mobile crisis team can go to the area when called. Jessie later referred to North County needs when speaking as aVeteran Representative. Jessie has developed a detailed proposal for a Veterans Memorial Park in Coulterville ("Banderitas Veterans Memorial Park"), and established a 501(C)(3) for funding the project. Centerpiece of the project will be "The Moving Wall," a half scale replica of the Washington DC Vietnam Memorial Wall. A vote to recommend Jesse's BHB membership application to the BOS passed.

September 4, 2024
Sheila Baker, Deputy Director of Behavioral Health Recovery Services, reported the BOS approved a proclamation making September Suicide Prevention Awareness month. During the COVID pandemic the county organized SPOT, the **S**uicide **P**revention **O**utreach **T**eam, to implement various projects for suicide prevention. In September, a postcard was mailed to every home in the county with QR links to the 988 Suicide and Crisis Lifeline, the Friendship Line for anyone feeling isolated, and the Know the Signs of Suicide website. Also, public service announcements with mental health messaging from HHSA ran on video displays at Pioneer Market and Stage Stop gas station. SPOT has also printed suicide prevention information on coffee sleeves given out at Pony Expresso coffeehouse, creatively relating self-protection from uncomfortably hot coffee with reduction in self-inflicted death. Other major innovations SPOT has achieved include suicide-prevention messages on signs posted at the Snell bridge on Hwy 49 South, which has been the site of suicides, and also a short questionnaire routinely administered to new patients at HHSA and JCF estimating susceptibility to suicide.

October 2, 2024
One of the requirements of California state law is for BHBs to submit an annual report to the California Behavioral Health Planning Council (CBHPC), in the form of the Data Notebook survey. Every Fall CBHPC sends out general background material and a questionnaire on a different topic. BHB members and staff are to work together to obtain answers to the survey questions, and one person is delegated to send in the answers via Survey Monkey. The topic for 2024 was "Homelessness." Most of the questions related to how the county recorded and documented homeless individuals, rather than how many of them there were and whether their numbers were increasing.

November 6, 2024
At this meeting a powerpoint presentation on CARE Court and other aspects of the CARE Act was done by Sheila Baker and Saxon Amborn. Details of this program are in the description of the July 2024 meeting. Additional aspects of HHSA's role are that Behavioral Health will take referrals from eligible family members and file a petition with the Court on the family's behalf.

The other major topic of this meeting was changes to BHB functions recommended by Clerk of the Board (CoB) Danielle Bondshu, and Rosemarie Smallcombe. They stated that there was an ongoing review of county Boards and Commissions with the goal of reducing their number and the amount of staff time expended. The specific BHB changes suggested were 1) direct BHB engagement on HHSA deliverables required by the State of California, 2) reduce Committee and Community Partner Reports on the BHB agenda, 3) reduce allotted time for the BHB meetings from 1.5 to 1 hour, and 4), reduce preparation of the BHB meeting minutes. After the initial proposals, CoB also forwarded the proposal to have staff (CoB or HHSA) prepare the BHB meeting agenda.

December 4, 2024
Following the suggestions by Danielle Bondshu and Rosemarie Smallcombe for changes in BHB procedures, the Executive Committee put on the agenda several of the changes. On the question of eliminating community partner reports from the BHB agenda, after some discussion, Mike Charman moved

to not eliminate community partner reports, but to restrict reports to behavioral health issues in Mariposa County, and the motion passed. On the question of the BHB meeting duration, after a brief discussion Mike Charman moved to reduce allotted time to 1 hour, and a the motion passed. Future meetings will be scheduled from 12:30 to 1:30 p.m. The other proposal for revision to the minutes produced by staff was agreed to be more of a training issue that did not required voting.

January 8, 2025
No meeting; no quorum.

February 5, 2025
A powerpoint presentation and public hearing on Psychiatric Advanced Directives (PADs), an MHSA Innovation Project, was done by Sheila Baker. Mariposa is one of only seven counties which is leading California, and the nation, in developing the first phase of this program which allows individuals to specify in a legal electronic document their psychiatric treatment preferences and designated decision-makers, to be followed if needed in a mental health crisis. A secure cloud-based system had been developed that can be accessed by first responders, law enforcement, and crisis teams.

Finally, the best news for meeting attendees is that another parking lot will be added to the HSSA building, and the new lot will be used for all the county vehicles, freeing up space near the building, while the worst news (for the rest of us) is that Sheila Baker is retiring and will be leaving in May.

March 5 2025
No meeting; no quorum.

April 2, 2025
Following an introduction and statements by the candidate, the BHB voted to recommend Stacey Lynch to the Board of Supervisors for the Local Behavioral Health Director position.

Lisa Parker, Director of Native Solutions reported thatMedication Assisted Treatment (MAT) for opioid addiction is now operating and providing a needed service to accompany the existing detox and recovery center at Native Solutions.

Subcommittee and Community Partner Reports

Although much of the work related to the BHB's mission is furthered by other subcommittees and community organizations, recently an effort was made to limit BHB meeting time to core behavioral health topics, starting late last year. Following is a list of the one subcommittee (Mariposa Minds Matter) and the nine Community Partners, and the number of reports each presented at a BHB meeting for the last year, using the available minutes from April, 2024, through February, 2025.

Mountain Crisis - 7 reports
Mariposa Heritage House - 6 reports
Mariposa Safe Families - 6 reports
Veterans Representative - 6 reports
Mariposa Minds Matter - 5 reports
Probation - 4 reports
Ethos Youth Center - 4 reports
Family Resource Center - 4 reports

Miwumati Family Healing Center - 3 reports
Native Solutions - 2 reports

How Those Topics fall within the BHB's purpose

The topics mentioned above relate to the BHB's purpose, as stated in the BHB Mission Statement: "Our mission is to ensure high-quality behavioral health services for all individuals in our community by evaluating the community's behavioral health services and needs, advocating for persons with behavioral health and substance use disorder needs, advising the Board of Supervisors and Behavioral Health Director on related issues and educating the public on the importance of behavioral health as a part of community health." In addition, BHB meetings provide an important means to share information between HHSA staff and other county employees and a diversity of community partners providing behavioral health services to county residents. Also, the BHB has an essential purpose to fulfill legal requirements for stakeholder hearings specified by MHSA (now BHSA), as well as the membership, duties, and bylaw requirements specified in California Welfare & Institutions Code for Local Behavioral Health Boards/Commissions.

Issues Impeding Effectiveness

Certainly effectiveness is compromised when scheduled BHB meetings do not happen due to lack of a quorum. The fact that this happened in both January and March of this year was disheartening and a waste of time for all those who did show up. Less inconvenience to those folks would happen if the Chair could learn if no quorum was going to happen, and if so, cancels the meeting. Possible means of reducing no-quorum events are presented in the next section.

A criticism of BHB effectiveness was efficiency and lack of"direct BHB engagement on HHSA deliverables required by the State of California." Suggestions for creating a more productive action plan are presented in the next section, but the first requirement is a specific list of those "HHSA deliverables," with due dates For example, the public hearing for the BHSA annual update, which must occur at least 30 days after the draft update is published, I think needs to happen in June of this year. Following CALBHB/C recommendations and the adamant preference of the BHB Chair, the public hearing should occur immediately before or after a scheduled BHB meeting, rather than on some other date.

Goals and Objectives for the Next Year

Addressing the issue of the lack of a quorum, it is proposed that staff add a new business item to the next agenda, "Discuss and possibly act on means for achieving a quorum." Possible items to discuss might include: 1) Have the Chair request email RSVPs from each member about their plans for attending, and call members who do not reply, 2) Have support staff encourage each member to fill out mileage and other expense forms, 3) Get designated parking spaces at the HHSA lot, and 4) Provide snacks at meetings.

Overlapping with the quorum issue is a proposal to increase involvement with behavioral health in the North County by setting up a public remote teleconferencing site at the HHSA office in Coulterville. This would require publishing the building address in the agenda, posting the meeting agenda at that

location, and having a teleconferencing set-up and the building open during the regular lunch hour closing. This would allow BHB members to be part of the quorum if present at that site, with the additional requirement that all votes be done by role call.

Given the new membership requirements this year, the membership application and questionnaire needs to be reviewed and revised. It needs to include questions about employment, veteran status, age, possible conflicts, etc.

More needs to be done to increase public involvement in regular BHB meetings and special meetings. I would estimate only about one visit per year at BHB meetings, and I have never seen a member of the public at MHSA meetings. I plan at least to send a notice of the BHSA meeting for the Gazette's "Mariposa Happenings in Brief."

Lastly, for the first time I attended a CALBHBC conference/training session held in Folsom, CA this month. They pay expenses for one BHB member to attend these events, held quarterly. I felt the training presentations were somewhat useful, but the best part was meeting and hearing members of other BHB boards, and I will be encouraging our other member to attend in future.

Behavioral Health Board 2024-2025 Annual Report

Presentation to the Board of Supervisors on May 20, 2025

by Paul Brickett, Chair

Mission Statement: Our mission is to ensure high-quality behavioral health services for all individuals in our community by evaluating the community's behavioral health services and needs, advocating for persons with behavioral health and substance use disorder needs, advising the Board of Supervisors and Behavioral Health Director on related issues and educating the public on the importance of behavioral health as a part of community health.

Behavioral Health Board Membership (2024-2025):

Ellie McQuarrie (6/6/2017 - 1/8/2025)
Rosemarie Smallcombe (BOS Member) (6/6/2017 - present)
Paul Brickett (3/6/2018 - present)
Olga Leonard (10/1/2019 - present)
Deputy Sheriff Mike Charman (8/15/2023 - present)
Loretta Milne (8/15/2023 - present)
Dana Hallet (8/6/2024 - present)
Eva Adams (8/6/2024 - present)
Jessie Salcedo (9/10/2024 - present)

We also thank the support staff for this year, Dina Garrett and Adrianne Beas

Every word from section **Overview of the Topics Considered by the BHB 2023-2024** (except the eight most common small words)

Subcommittee and Community Partner Reports (proportion of 47 total)

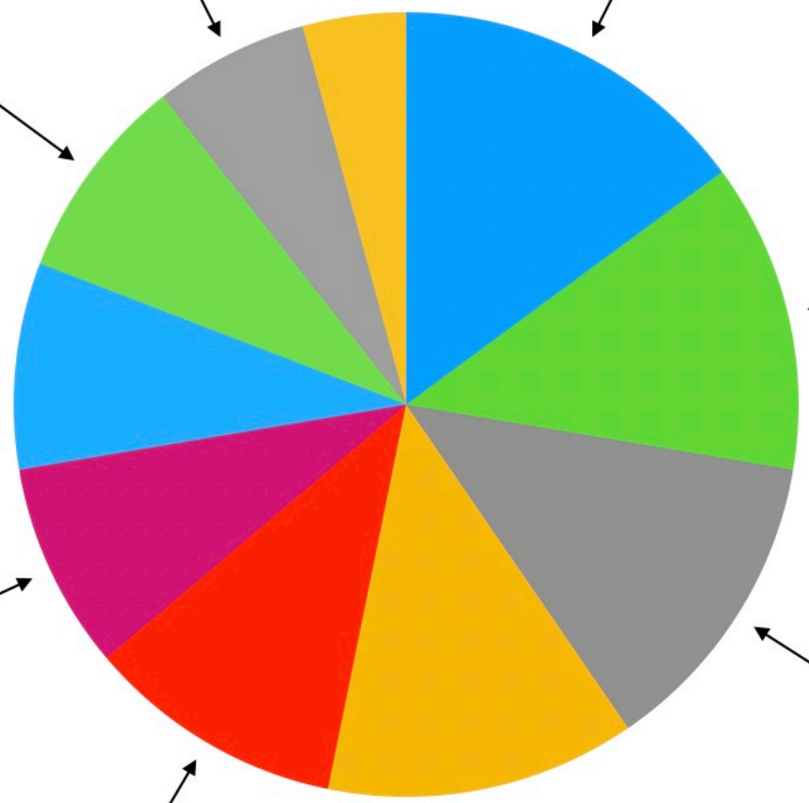
MiWu-Mati Healing Center

Native Solutions Family Guidance Center

Mountain Crisis Services
supporting survivors of domestic violence and sexual assault

Mariposa Family Resource Center

ETHOS Youth Center



Mariposa Heritage House

Probation Mariposa County

Mariposa Minds Matter

Veterans Representative

Mariposa Safe Families
Designated Child Abuse Prevention Council for Mariposa County

How Those Topics Fall Within the BHB's Purpose

[T]he BHB has an essential purpose to fulfill legal requirements for stakeholder hearings specified by **MHSA** (**M**ental **H**ealth **S**ervices **A**ct; now named **B**ehavioral **H**ealth **S**ervices **A**ct, **BHSA**), as well as the membership, duties, and bylaw requirements specified in California **W**elfare & **I**nstitutions Code (**WIC**) for Behavioral Health Boards.

WIC 5604.2: 5. Submit an annual report to the governing body

BEHAVIORAL HEALTH BOARD
of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

2024-2025 ANNUAL REPORT

To: Mariposa County Board of Supervisors
From: Mariposa County Behavioral Health Board
Paul Brickett, Chair
Loretta Milne, Vice Chair
Date: April 30, 2025

This document is submitted as required by BOS Resolution 2022-115, section 10.2, and was written by the Behavioral Health Board (BHB) Chair. Included are the required sections on: **Topics Considered by the BHB, How These Topics Fall Within the BHB's Purpose, Issues Impeding BHB Effectiveness,** and **Goals and Objectives for 2025-2026.** Also included is the initial section on board **Membership**, and later a list of **Subcommittees and Community Partners**.

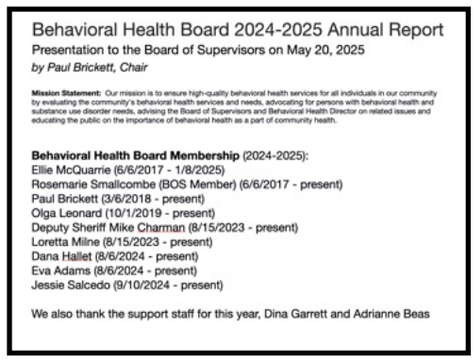
Membership

The BHB met on June 5, 2024, and re-elected Paul Brickett as Chair and elected Ellie McQuarrie as Vice-Chair, with other continuing members Rosemarie Smallcombe (BOS Member), Olga Leonard, Deputy Sheriff Mike Charman, and Loretta Milne. The BHB welcomed new members in August, Dana Hallet, and Eva Burns, and in September, Jessie Salcedo. The day of the scheduled January BHB meeting, the Chair received a resignation letter from Ellie McQuarrie, who had been on the BHB since 2017, when it was created from the Mental Health Board. Ellie is thanked for her years of service. At the April BHB meeting, Loretta Milne was elected Vice-Chair for the remainder of the year until elections in June. Finally, the board would like to thank our support staff, Dina Garrett and Adrianne Beas, who wrote the meeting minutes this report is based on.

Overview of the Topics Considered by the BHB 2024-2025

The following paragraphs describe some of the major topics covered by BHB members, HHSA staff, and community partners in the BHB meetings on the first Wednesday of the month for May, 2024, through April, 2025, except for January and March 2025, at which times the necessary quorum was not reached.

May 1, 2024



Behavioral Health Board 2024-2025 Annual Report
Presentation to the Board of Supervisors on May 20, 2025
by Paul Brickett, Chair

Mission Statement: Our mission is to ensure high-quality behavioral health services for all individuals in our community by evaluating the community's behavioral health services and needs, advocating for persons with behavioral health and substance use disorder needs, advising the Board of Supervisors and Behavioral Health Director on related issues and educating the public on the importance of behavioral health as a part of community health.

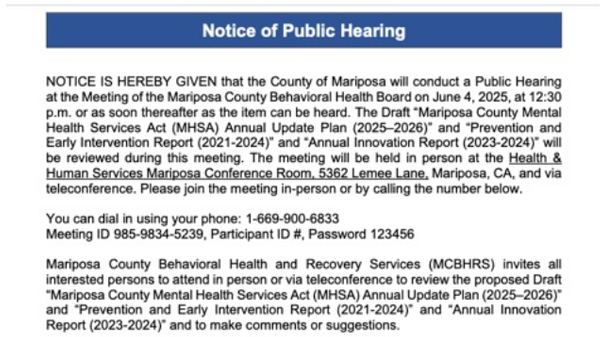
Behavioral Health Board Membership (2024-2025):
Ellie McQuarrie (6/6/2017 - 1/8/2025)
Rosemarie Smallcombe (BOS Member) (6/6/2017 - present)
Paul Brickett (3/6/2018 - present)
Olga Leonard (10/1/2019 - present)
Deputy Sheriff Mike Charman (8/15/2023 - present)
Loretta Milne (8/15/2023 - present)
Dana Hallet (8/6/2024 - present)
Eva Adams (8/6/2024 - present)
Jessie Salcedo (9/10/2024 - present)

We also thank the support staff for this year, Dina Garrett and Adrianne Beas

6. (A) Review and make recommendations on applicants for the appointment of a local director of behavioral health services.

7. Review and comment on the county's performance outcome data and communicate its findings to the California Behavioral Health Planning Council.

WIC 5963.03 (b) (1) … Conduct a public hearing on the [MHSA] draft integrated plan and annual updates at the close of the 30-day comment period



Notice of Public Hearing

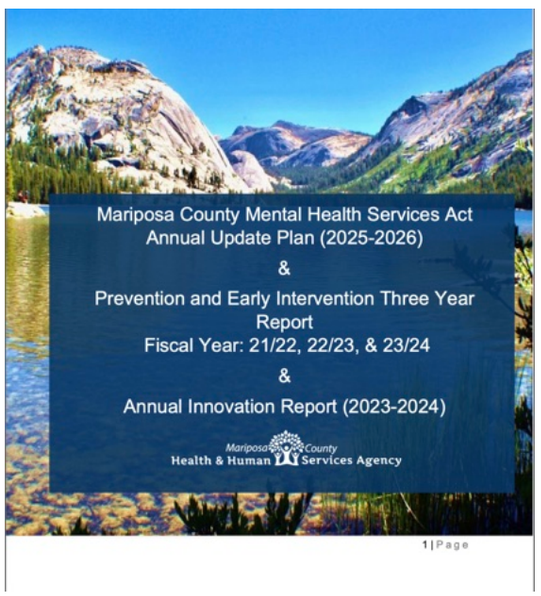
NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a Public Hearing at the Meeting of the Mariposa County Behavioral Health Board on June 4, 2025, at 12:30 p.m. or as soon thereafter as the item can be heard. The Draft "Mariposa County Mental Health Services Act (MHSA) Annual Update Plan (2025–2026)" and "Prevention and Early Intervention Report (2021-2024)" and "Annual Innovation Report (2023-2024)" will be reviewed during this meeting. The meeting will be held in person at the Health & Human Services Mariposa Conference Room, 5362 Lemee Lane, Mariposa, CA, and via teleconference. Please join the meeting in-person or by calling the number below.

You can dial in using your phone: 1-669-900-6833
Meeting ID 985-9834-5239, Participant ID #, Password 123456

Mariposa County Behavioral Health and Recovery Services (MCBHRS) invites all interested persons to attend in person or via teleconference to review the proposed Draft "Mariposa County Mental Health Services Act (MHSA) Annual Update Plan (2025–2026)" and "Prevention and Early Intervention Report (2021-2024)" and "Annual Innovation Report (2023-2024)" and to make comments or suggestions.

A copy of the Draft 'Mariposa County Mental Health Services Act (MHSA) Annual Update Plan (2025–2026),' the 'Prevention and Early Intervention Report (2021–2024),' and the 'Annual Innovation Report (2023–2024)' was made available as of May 2, 2025."

An electronic copy is available for viewing and printing on the Mariposa County website at www.mariposacounty.org under Government - Health and Human Services – Health Services Division - Behavioral Health & Recovery Services - Mental Health Services Act Information. An electronic copy can be sent via email upon request. Please email Jinger Feuerstein at jfeuerstein@mariposacounty.org to request a copy.



Mariposa County Mental Health Services Act
Annual Update Plan (2025-2026)
&
Prevention and Early Intervention Three Year Report
Fiscal Year: 21/22, 22/23, & 23/24
&
Annual Innovation Report (2023-2024)
Mariposa County Health & Human Services Agency

1 | Page

499 pages

MARIPOSA COUNTY: DATA NOTEBOOK 2024
FOR CALIFORNIA
BEHAVIORAL HEALTH BOARDS AND COMMISSIONS

Prepared by California Behavioral Health Planning Council, in collaboration with: California Association of Local Behavioral Health Boards/Commissions

1

Goals and Objectives

- Deliver other “HHSA deliverables”
- Achieve monthly quorum (RSVPs, expense forms, designated parking, snacks)?
- Establish teleconferencing site in North County
- Recruit members to meet new requirements
- Increase public involvement

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-188

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt the Mariposa County General Permit Conditions and Specifications for Trench Cuts and Street Resurfacing Policy

---

RECOMMENDATION AND JUSTIFICATION

Adopt the Mariposa County General Permit Conditions and Specifications for Trench Cuts and Street Resurfacing Policy.

Mariposa County maintains a network of over 560 miles of public roads—including approximately 360 miles of paved roadway—along with associated infrastructure that requires ongoing access for utility installations, maintenance, and upgrades. Trench cuts are frequently required to access underground utilities and services; however, improper or inconsistent restoration of pavement following such cuts can result in reduced pavement life, safety hazards, and increased maintenance costs.

In order to ensure the long-term integrity, safety, and performance of the County's roads, the Public Works Department has developed a comprehensive "General Permit Conditions and Specifications for Trench Cuts and Street Resurfacing" policy. The policy establishes clear guidelines for pavement restoration following utility trenching and outlines resurfacing requirements based on the extent and location of cuts within roadways.
The proposed policy outlines:

- Standards for temporary and permanent trench repairs
- Requirements for full-lane or full-width paving based on cumulative trench area
- Coordination protocols for utility agencies, contractors, and developers
- Procedures for inspection, enforcement, and warranty periods

These standards are consistent with best practices in pavement management and will help ensure that all trenching activities result in long-lasting, high-quality restorations that minimize future liabilities to the County.

The policy was developed with input from engineering staff and road maintenance crews. It is intended to promote transparency, accountability, and efficiency in managing trench restoration projects across the County's right-of-way infrastructure.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors adopted the "Countywide Snow Removal Policy" in November 2023 (RES 2023-627).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt the policy and continue operating under current informal practices. This may result in inconsistent pavement restoration, greater risk of premature pavement failure, and higher future maintenance costs.

FINANCIAL IMPACT

There is no immediate fiscal impact to the County. Implementation of the policy will result in improved pavement performance and a reduction in long-term maintenance and repair costs.

ATTACHMENTS

1. Trench Cuts and Street Resurfacing

VOTE RESULT

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

COUNTY OF MARIPOSA
DEPARTMENT OF PUBLIC WORKS

GENERAL PERMIT CONDITIONS AND SPECIFICATIONS

FOR

TRENCH CUTS AND STREET RESURFACING

Introduction

The public Right-of-Way is a unique public resource held in trust for the benefit of the public. This physically limited resource requires proper management to maximize its efficiency, minimize the costs to taxpayers, and minimize the inconvenience to and negative effects on the public from the use of the public Right-of-Way by contractors and utility companies ("Permittees").

Nationwide studies have concluded that excavations in paved streets degrade and shorten the life of the surface of roads, and this degradation increases the frequency and cost to the public of necessary resurfacing, maintenance, and repair. In addition, studies have concluded that pavement degradation occurs no matter how well the excavation is restored. The cutting of pavement and trenching in county roads permits water seepage into the street and weakens pavement support around the patch, allowing deterioration at an accelerated rate. Even if pavement restoration in the trench itself appears to be structurally adequate, excavations damage the strength and life of the pavement located adjacent to the trench where the excavation occurs. The potential for damage to the pavement is magnified when a street is subject to multiple excavations being surfaced or resurfaced. In addition to these concerns, trenches result in additional aesthetic and rideability impacts that can affect quality of life and result in a public nuisance.

Over the next several years, Mariposa County plans to invest millions of dollars in comprehensive pavement repairs, rehabilitation, and restoration efforts throughout its jurisdiction. This includes Senate Bill 1 Road Maintenance and Rehabilitation Account (also known as "Gas Tax") funding earmarked for countywide pavement restoration. With the proposed investment of millions of dollars in public funds on various road projects, it is desirable to adopt a Policy that will help protect roads and safeguard the value of the public's investment in the near future.

At the same time, many Permittees provide valuable services to the community. Mariposa County residents and businesses rely on these Permittees to provide vital utility services. Many of the Permittees perform quality work and have adopted their own separate policies and procedures that provide construction and repair methods that meet or exceed the County's expectations.

This proposed Policy is directed at all Permittees who perform excavation work within the County Road Right-of-Way. It includes standard requirements relating to public safety, preservation of public property, site maintenance, materials and equipment, trenching and compaction, and insurance. It also includes detailed road resurfacing requirements in an attempt to protect county roads and road infrastructure from the effects of trench installation. Many of the requirements identified in this Policy are based on existing policies and are consistent with industry standards.

Focusing specifically on trench restoration, resurfacing and maintenance, this Policy also recognizes that a "one size fits all" approach may not be appropriate. Some roads in good or great shape would be significantly affected by construction efforts. For roads in poor shape, a properly restored trench may be in better condition than adjacent portions of road. This Policy includes key street resurfacing requirements that reflect the following scenarios:

- For roads repaved or resurfaced within the last three (3) years or for roads with a Pavement Condition Index (PCI) above 80, trenching is generally prohibited except under certain circumstances.
- For roads in good or fair condition (PCI between 50 and 80), the Permittee is required to either repave a minimum travel lane width or resurface the entire road width to restore the road to a pre-construction condition or better.
- For roads in poor condition (PCI less than 50), no additional pavement restoration efforts will be required.

This Policy includes exceptions to the aforementioned trenching prohibitions, for emergencies endangering life or property, interruption of essential utility services, and service for buildings where no other reasonable means of providing service exists. The Policy also provides opportunities for alternative solutions that may benefit both the County and Permittee.

This Policy does not have the same requirements for excavation and trenching outside of the paved road area. Under most circumstances, Permittees are strongly encouraged to locate trenches in available shoulders or other unpaved areas while avoiding existing ditch lines and drainages. The Director of Public Works and Transportation – at their discretion – may consider other options or alternatives to address road restoration concerns.

Many of the conditions and specifications included in the Policy have been adopted by numerous agencies throughout California and are now considered standard practice in the construction industry. Some of the conditions included in this Policy are also holdovers from previous conditions. Some proposed conditions, in fact, provide some improved leniency and flexibility in an effort to reduce Permittee costs. The County believes that these efforts will result in long-term cost savings due to reduced ongoing maintenance efforts on behalf of the County or the Permittee.

While the general aim of this policy is to require accountability on behalf of the Permittees for the impacts that their activities have on public roads and infrastructure, there is also an expectation that Public Works must continue to be a willing and able partner with all affected Permittees. To that end, Public Works must continue to accurately share pending road maintenance and construction activities with our partners and allow opportunities for Permittees to complete work prior to these efforts. As part of these efforts, Public Works will provide regular updates to local utility providers via email and the county website regarding upcoming projects and activities. Additionally, Public Works will continue updating the Capital Improvement Program to share information on upcoming construction activities and schedules that could impact Permittees and will coordinate and cooperate with Permittees whenever reasonably feasible when both parties have mutual interests.

TABLE OF CONTENTS

1. GENERAL 5

1.1 Authority to Enforce 5
1.2 Permittee 5
1.3 Essential Utilities 5
1.4 Trench 5
1.5 Standards and Specifications 5
1.6 Encroachment Permit 6
1.7 Notification 6
1.8 Licensed Contractor 6
1.9 Inspection 6
1.10 Permittee Responsibility 7
1.11 NPDES 7
1.12 SWPPP 7
1.13 Failure To Comply 7
1.14 Performance Period 7
1.15 Trench Failure and Repair 8
1.16 Permittee Acknowledgment 9
1.17 Exceptions 9
1.18 Appeals 9

2. PUBLIC CONVENIENCE AND SAFETY 9

2.1 Traffic and Access 9
2.2 Traffic Control 10
2.3 Working Hours 10
2.4 Roadside Clearance 10
2.5 Dewatering Operations 10

3. PRESERVATION OF PROPERTY 10

3.1 Protection of Property 10
3.2 County Facilities 11
3.3 Survey Monuments 11

4. PROJECT SITE MAINTENANCE 11

4.1 Surplus Materials 11
4.2 Cleanup and Dust Control 12
4.3 Haul Routes 12
4.4 Emergency Response for Unsafe Jobsite Conditions 12

5. MATERIALS AND EQUIPMENT 12

5.1 Traffic Markings and Striping 12
5.2 Hot Mix Asphalt (HMA) 12
5.3 Backfill Material 13
5.4 Track Equipment 13
5.5 Grading Equipment 13
5.6 Paving Equipment 14

6. TRENCHING 14

6.1 Cal OSHA 14
6.2 Depth of Installation 14
6.3 Separation of Utilities 14
6.4 Pavement Removal 14
6.5 Open Trench 14
6.6 Trench/Plate Bridging 15
6.7 Protective Fencing 15
6.8 Inclement Weather 15
6.9 Manhole Construction 15
6.10 Buried Cable Installation 15
6.11 Lateral Trench Installation 15

7. COMPACTION 15

7.1 Relative Compaction (RC) 15
7.2 Mechanical Compaction 16
7.3 Water Densification 16
7.4 Compaction Testing Frequency and Location 16
7.5 Test Reports 16

8. PAVEMENT 16

8.1 Temporary Pavement 16
8.2 Trench Pavement Repair 17
8.3 Overlay Paving or Resurfacing 17
8.4 Temporary Winter Repairs 18
8.5 Excessive Pavement Removal 18
8.6 Cumulative Pavement Removal 18
8.7 Lateral Trenching Projects 19
8.8 Driveway Approaches 19
8.9 Portland Cement Concrete 19
8.10 Paved Shoulders 19

9. INSURANCE REQUIREMENTS 19

9.1 Insurance Requirements 19
9.2 Warranty 19
9.3 Maintenance Bond 20
9.4 Hold Harmless 20
9.5 Applicability 20

1. GENERAL

1.1 Authority to Enforce – The authority to enforce this Policy shall be granted to the Director of Public Works and Transportation of the County of Mariposa or their designee. For the purposes of this Policy, this authority includes the Director of Public Works and Transportation or employees of the Department of Public Works whose duties include administrative oversight or inspection of Utility Encroachment Permit and construction activities. Any deviation from the requirements outlined in this Policy shall be approved by the Director of Public Works and Transportation.

1.2 Permittee – For purposes of this Policy, Permittee shall mean the Utility Encroachment Permit applicant and/or the owner of the facilities, or any and all successors in interest to the facilities, for which the permit was issued under the provisions of this Policy.

1.3 Essential Utilities – For the purposes of this Policy, an essential utility is one that provides an essential service to the public such as electricity, telephone and telecommunications, natural gas, propane, water, or wastewater services. Essential utilities shall be recognized and regulated public utilities.

1.4 Trench – Trench work includes pavement removal and/or excavation of any nature. Trench repair requirements typically apply to all trench-related activity within the public right of way including installation of new trenches and utilities or maintenance of existing trenches and utilities unless otherwise specified in this Policy.

1.5 Standards and Specifications – All work within the public Right-of-Way shall be performed in accordance with the current applicable County of Mariposa and State of California standards and requirements outlined in this Policy.

The County recognizes that Permittees may have adopted standards that provide similar or better protections than provided in this Policy. Under those conditions, the County may choose to accept a proposed Permittee standard. The Director of Public Works and Transportation reserves the right to approve Permittee standards under the following circumstances:

- The proposed standard has been adopted by the Permittee's governing body and prepared by a licensed Civil Engineer in the State of California.
- The proposed standards provide adequate protections that perform equal to or better than the standards outlined in this Policy.
- The proposed standard does not result in increased future deficiencies or liabilities on behalf of the Permittee or County.
- The proposed standard does not otherwise create an undue or unreasonable burden on the County.
- Approval of the Permittee standard does not relieve the Permittee of other applicable sections of this Policy.

The Director of Public Works and Transportation reserves the right to summarily reject Permittee standards if they do not meet or exceed these expectations.

1.6 **Encroachment Permit** – Other than emergency repairs, there shall be no work performed in the public Right-of-Way (i.e. not on private property) until a Utility Encroachment Permit (Encroachment Permit or Permit) is issued. Permits for utility trenching, including utility service trenching, within the County Right-of-Way, shall be issued to the respective utility purveyor or a California licensed contractor acting on behalf of the utility purveyor, provided that the contractor meets all County requirements. A copy of this permit, a set of approved plans, and permits required by any other legally constituted authority shall be on site at all times while construction is in progress.

Application for the Encroachment Permit can be obtained from the Public Works Office, 4639 Ben Hur Road, Mariposa, CA 95338. Encroachment Permit applications are also available for download on the County's website at https://www.mariposacounty.org.

The Director of Public Works and Transportation reserves the right to make any changes or additions to a Permit after issuance if such changes or additions are determined to be necessary for the protection of the roads or for the health and safety of the public.

1.7 **Notification** – After securing an Encroachment Permit from the Public Works Department, Permittee shall notify Public Works at (209) 966-5356 a minimum of two (2) full working days, excluding weekends and holidays, prior to starting a project and prior to each subsequent phase of construction. Before work starts, the Permittee shall furnish names and telephone numbers of persons on-call if the County requires emergency work at the jobsite. In addition, the Permittee shall notify Dig Alert/USA at (800) 227-2600 a minimum of two (2) full working days prior to any excavation. In emergencies, immediately contact the County Public Works Department and the assigned County Inspector at (209) 966-5356. These requirements are not designed to limit or prohibit necessary Permittee activities during emergencies that threaten life and/or property. However, the Permittee shall notify Public Works as soon as feasibly possible when an emergency has occurred, and Permittees are required to comply with all other applicable sections of this Policy as practicable under the emergency circumstances.

1.8 **Licensed Contractor** – All excavation, repair and restoration in County Road Right-of-Way shall be performed by a contractor with the appropriate license issued by the State of California Contractors License Board or by utility purveyor's regular employees.

1.9 **Inspection** – All construction performed in relation to an Encroachment Permit shall be inspected by the County prior to and during installation, except as otherwise determined by the Director of Public Works and Transportation. Construction performed without inspection may be subject to removal and replacement. If required, the County shall provide an inspector within a reasonable time period in accordance with this Policy and applicable utility

encroachment permit general conditions. The entire cost of removal and replacement shall be borne by the Permittee regardless of whether the installation removed was found to be defective.

1.10 Permittee Responsibility – At a minimum, the Permittee shall comply with all general Encroachment Permit conditions and additional project specific conditions that may be added at the discretion of the Director of Public Works and Transportation.

In addition to all conditions herein and included in the Encroachment Permit, the Permittee is responsible for safety requirements within the limits of the project. The Permittee or his employees shall abide by all the regulations of any legally constituted authority.

1.11 NPDES – The Permittee is responsible for instituting Best Management Practices (BMP) to comply with National Pollutant Discharge Elimination System (NPDES) requirements when applicable.

1.12 SWPPP – The Permittee is responsible for instituting Best Management Practices (BMP) to comply with Storm Water Pollution Prevention Plan (SWPPP) requirements, and in accordance with the State of California 2022-0057-DWQ Construction General Permit, filing a Notice of Intent (NOI) in the State Water Board's SMARTS system, when applicable.

1.13 Failure To Comply – For anyone failing to obtain all necessary permits of any legally constituted authority or failing to comply with the provisions of the Encroachment Permit, the Director of Public Works and Transportation may order to stop work, wholly or in part, until the discrepancies have been resolved. Written approval from the Director of Public Works and Transportation shall be required before work resumes. Failure to comply may result in revocation of permits and/or other actions in accordance with Section 12.04.060, "Violation--Penalty" of the Mariposa County Code. The Director of Public Works and Transportation reserves the right to pursue additional actions that may include (but are not limited to) a formal report issued to the California State License Board (CLSB).

1.14 Performance Period – Within two (2) years from the time the County approves and accepts the Permittee's completed work for work performed under a blanket encroachment permit, or from the time the County accepts and closes out the encroachment permit for work performed under an individual utility encroachment permit, the County and/or Permittee shall inspect the work to ensure the pavement has not failed[1]. If the trench fails within the performance period, the Permittee will be required to make the necessary repairs as directed by the Director of Public Works and Transportation.

[1]Settlement of replaced road surface of 1/2 inch or more within a 6-foot straight edge shall constitute evidence of improperly compacted backfill material. If test results do not meet these standards, the contractor shall be responsible for repairs or replacement to meet these standards. Subsequent settlement of 3/8 inch or greater with a 6-foot straight edge will be cause for repair in the case of settlement, or replacement in the case of unsatisfactory workmanship. Trench settlement that results in water ponding or other drainage issues may also be considered inadequate despite meeting the aforementioned requirements.

The Permittee agrees to conduct repairs immediately after receiving notification from the County if the damage represents an immediate threat to public safety. For other non-emergency minor maintenance issues, repairs shall be completed within ten (10) business days unless otherwise agreed upon by the Permittee and County. All such repair or restoration work shall be subject to an additional warranty period of two (2) years from the date of the completion of such repair.

1.15 Trench Failure and Repair – If the trench fails after the two-year Performance Period, one of two scenarios are possible:

- If the Permittee did not follow the requirements outlined in this Policy, the Permittee will be required to make the necessary repairs as directed by the Director of Public Works and Transportation.
- If the Permittee has submitted all compaction testing documentation, and if the failure is attributable to the excavation, repaving the excavation, or resulting from a failure of the utility service, the Permittee shall coordinate the proposed trench repair method and schedule repairs with the Director of Public Works and Transportation.

  If Permittee and County disagree on responsibility for trench failures and repairs, the parties will agree to a neutral third-party geotechnical engineering analysis prepared by a Geotechnical Engineer agreed upon by both parties. The County will initially fund the costs for the third-party analysis. The County, Permittee, and Geotechnical Engineer shall all meet and agree upon a testing method and procedures prior to start of work. Work may require test borings, compaction testing, and other procedures to identify fault. Following an analysis, the Geotechnical Engineer will provide documentation identifying the cause of the failure.

  If the Permittee is determined to be at fault, the Permittee shall be responsible for repairs in accordance with this Policy and other applicable codes and procedures. The Permittee shall also be responsible for all Geotechnical Engineering service costs as well as additional county administration and inspection costs necessary to carry out this service. Reimbursement by the Permittee to the County shall occur through the blanket utility encroachment permit or another method approved by both parties.

  If the County is held at fault, the Permittee shall not be held liable for the damage. All costs for the Geotechnical Engineering services, repairs, or administrative and inspection services shall be borne by the County.

  If the Geotechnical Engineer finds fault with both parties, each party shall agree on a pro rata share of the costs of the Geotechnical Engineer and repair costs as identified by the Geotechnical Engineer. The party found greater at fault shall be responsible for conducting the repairs. If both parties are found equally at fault, the County will bear the responsibility of conducting repairs.

  If the County is responsible for a pro rata share of repairs conducted by the Permittee, the Permittee shall prepare a cost estimate of the work to be performed (if work is performed by Permittee) that includes three written quotes from qualified third-party contractors or another cost

estimating procedure approved by the Director of Public Works and Transportation. Both parties shall agree upon the scope of work and cost estimate before work may proceed. The County and Permittee may enter into a Memorandum of Understanding, contract, or other form of agreement in accordance with the Mariposa County Purchasing Policy. Failure of the Permittee to follow these procedures shall result in loss of their rights to claim reimbursement.

1.16 Permittee Acknowledgment – By acceptance of a Permit, the Permittee agrees that whenever future construction, reconstruction, or maintenance work upon the road may require removal or relocation, the Director of Public Works and Transportation shall give the Permittee a written demand specifying the place of relocation, or that the installations or encroachment must be removed from the Right-of-Way, and specifying a reasonable time within which the encroachment must be removed or relocated. If the Permittee fails to comply with said instructions, the County may cause the removal or relocation of the encroachment at the expense of the Permittee in accordance with Mariposa County Code Sections 12.04.104 and 12.04.105.

1.17 Exceptions – Exceptions to this Policy are as follows:

- Emergencies that endanger life and/or property.
- Interruption of an Essential Utility service.
- Service for buildings where no other reasonable means of providing service exists.
- Where boring is not feasible due to technical engineering reasons.

If an exception is granted by the Director of Public Works and Transportation, trenching and restoration efforts shall continue to be governed by this Policy. All reasonable efforts must be made by the Permittee to restore the road to its original condition.

1.18 Appeals – A permittee who is aggrieved by the denial of an Encroachment Permit due to non-compliance with the conditions outlined in this policy has the right to appeal the decision. The appeal must be submitted in writing to the Director of Public Works and Transportation, outlining the reasons for contesting the denial and providing any supporting documentation. The Director will review the appeal, consider all relevant factors, and issue a determination.

2. PUBLIC CONVENIENCE AND SAFETY

2.1 Traffic and Access – The Permittee's operation shall cause no unnecessary inconvenience to the public. Unless otherwise approved by the County, the access rights of the public, including adequate bicycle, pedestrian, snow removal, and vehicular access shall be maintained at all times. No road shall be closed or otherwise have traffic redirected without authorization from the Director of Public Works and Transportation.

An authorized road closure will allow the detour of *through* traffic only. The Permittee shall provide a smooth dust-controlled route that allows unimpeded access for emergency vehicles and residents at all times.

To apply for a road closure authorization, submit the following to the Department of Public Works:

- Written request for the closure with the time schedule included.
- Justification for the road closure authorization.
- Diagram identifying detour route, sign type designation and sign locations.
- A minimum of ten (10) working days is required to process a completed application.

Road closures and other projects that have a significant impact on traffic may require additional public outreach and notification including (but not limited to):

- Deployment of Changeable Message Signs (CMS) at key locations to inform the public of the road closure, at least one (1) calendar week prior to the start of work.
- Mailing or delivering project information pamphlets or letters to residents affected by the road closure, at least one (1) calendar week prior to the start of work.
- The issuance of a press release informing the public of the road closure at least one (1) calendar week prior to the start of work.

If any part of an installation interferes with the present use of roads by the general public or is in conflict with future or current County improvement projects, that part of the installation shall be removed or relocated in accordance with Mariposa County Code Sections 12.04.104 and 12.04.105.

2.2 **Traffic Control** – Traffic control shall conform to the current California Manual of Uniform Traffic Control Devices (CA MUTCD).

2.3 **Working Hours** – Except for emergency repairs, no work shall be performed within County Road Rights-of-Way on weekends, County holidays, or outside the hours of 7 AM to 6 PM, unless expressly authorized by the Director of Public Works and Transportation.

2.4 **Roadside Clearance –** No above ground utility facility will be allowed in a ditch line or within three feet of the road or road shoulder unless otherwise approved in writing by the Director of Public Works and Transportation.

2.5 **Dewatering Operations** – Release of, or the directing of water onto County roads shall be authorized only by the Director of Public Works and Transportation, and shall include traffic control, clean up, and erosion control in accordance with this Policy. If erosion occurs, grading shall be required to restore site conditions to a condition at or better than the original condition. Discharges shall comply with the National Pollutant Discharge Elimination System, and with Federal law, State law and local ordinance.

3. PRESERVATION OF PROPERTY

3.1 **Protection of Property** – The Permittee shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property. The Permittee shall

repair or replace all existing improvements or landscaping damaged within the Right-of-Way that were not designated for removal on the approved plans. Such repairs and replacements shall match the original in finish and dimension. Trees, lawns and shrubbery that are not designated for removal on the plans shall be protected from damage or injury. If damaged or removed because of the Permittee's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible as approved by Public Works personnel. The Permittee shall give seven (7) days' notice to occupants or owners of adjacent property to allow them to salvage or relocate plants, trees, fences, sprinklers and other improvements within the Right-of-Way that are designated for removal on the plans and would be destroyed because of the work. A copy of such notice to occupants of owners of adjacent property, or evidence of posting the work site shall be furnished to the Director of Public Works and Transportation prior to issuance of a Permit.

3.2 County Facilities – Prior to construction, the Permittee may be asked to assess the condition of County facilities within project limits. Photographs, video, and/or written field notes are all acceptable methods of adequate documentation. Any damage to County facilities during construction shall immediately be brought to the attention of the County. The Permittee shall not be responsible for damage caused by others within a project area unless the damage resulted from the Permittee's activities, or the Permittee was negligent in properly securing the project area. Prior to final acceptance of the project, the County will inspect the work to ensure that all County facilities are in the same or better condition as determined by the Director of Public Works and Transportation. If the County identifies any deficiencies as a result of Permittee activity, the condition assessment documentation shall provide a record of prior condition. Failure to provide condition assessment data could result in Permittee liability.

3.3 Survey Monuments – The Permittee shall locate, protect or tie-out all survey monuments that may be disturbed or destroyed. Survey monuments shall be located, referenced, and a Corner Record filed with the County Surveyor prior to the start of construction. Following completion of the work, the monuments shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set as determined by the Director of Public Works and Transportation and a Corner Record filed with the County Surveyor prior to final project notice of completion issued by the Department of Public Works. All work shall be performed under the direction of a licensed Land Surveyor or registered Civil Engineer authorized to practice Land Surveying, at no expense to the County.

4. PROJECT SITE MAINTENANCE

4.1 Surplus Materials - There shall be no equipment or materials stored or stockpiled in the road Rights-of-Way except as approved by the Director of Public Works and Transportation. Surplus soil, debris, rocks or building materials stored on site during Permit work shall be protected by appropriate signing and barriers, shall be contained, and shall not be placed in such a manner that might result in the blockage of any drainage structure at either the

inlet or outlet. At the completion of the Permit work, the previous drainage patterns must be restored.

4.2 Cleanup and Dust Control – Throughout all phases of construction, including suspension of work, the Permittee shall keep the work site clean and free from rubbish and debris. The Permittee shall regularly clean and sweep or use other means necessary to abate dust nuisance and reduce the possibility of debris being carried by runoff into a storm drain, stream or natural drainage course or lake. All soil and construction material shall be removed from the roadway prior to that portion of the road being made available to traffic. When power sweeping is required, a self-contained sweeper that picks up and contains the material shall be used. The use of water resulting in mud on roads or drainage facilities will not be allowed as a substitute for sweeping or other cleaning methods.

4.3 Haul Routes – Haul route approval shall be obtained before beginning work. Approval will be issued within five (5) working days after filing of complete plans, fees and application to Public Works. Plans for haul routes shall specify the deposition site, and evidence shall be provided of all approvals for the deposition site. Care shall be exercised to prevent spillage on, or damage to County roads. Any such spillage or damage shall be removed or repaired immediately. If soil deposited in the public Right-of-Way is not cleaned immediately, the Director of Public Works and Transportation may require immediate sweeping, the cost of which shall be borne by the Permittee. Dust control and traffic control shall be provided for all hauling operations.

4.4 Emergency Response for Unsafe Jobsite Conditions – The County, at its sole discretion, may elect to perform emergency work at the jobsite as necessary for the protection of the roads or for the health and safety of the public. The cost of all such emergency work at the jobsite shall be borne by the Permittee.

5. MATERIALS AND EQUIPMENT

5.1 Traffic Markings and Striping – Pavement traffic markings and striping shall be painted with two (2) coats on the roadway surface with all-weather, waterborne paint, which conforms to the most current version of the Caltrans Standard Plans and Specifications, unless otherwise approved by the Director of Public Works and Transportation. All damaged or removed pavement markers shall be replaced in kind. Visual uniformity, as determined by the Director of Public Works and Transportation, may require that adjacent markings and all markings within an intersection be repainted by the Permittee, at no cost to the County.

5.2 Hot Mix Asphalt (HMA) – HMA paving shall be placed in accordance with Caltrans State Standard Specifications, Section 39. The HMA mix formula shall be prepared by an approved certified independent laboratory under the supervision of a certified asphalt technician. Finish course shall be Type B, 1/2-inch maximum medium PG 64-16 conforming to Caltrans State Standard Specifications, Section 92. HMA shall not be applied when the ambient temperature is lower than 50°F/10°C. The Permittee may also utilize paving

asphalt that best matches the specification of existing asphalt. Exceptions shall be approved in writing by the Director of Public Works and Transportation. Asphalt dikes shall be Type A, 3/8-inch maximum. All paving shall be done in accordance with County plans and specifications and generally accepted best practices.

5.3 Backfill Material– Bedding backfill material shall be specified by utility to a depth of 12 inches above the top of the pipe. Material for backfill from 12 inches above the top of the pipe to subgrade shall be:

- Class II Aggregate Base (AB): For trenches within the roadway and up to three (3) feet beyond the edge of pavement, or equal as approved by the Director of Public Works and Transportation; or
- Native material: For trenches outside of roadway and greater than three (3) feet beyond the edge of pavement. Select native material shall be free from organic matter, debris, and rock larger than four (4) inches, and shall generally conform to the following gradation:

Sieve Size	% Passing
4”	100
3”	95-100
#4	50-100
#200	0-50

Native material may be used for trench excavations that are within the roadway and up to three (3) feet beyond the edge of pavement with written approval from the Director of Public Works and Transportation. Native material shall be backfilled and compacted in lifts not exceeding 12 inches in depth and subject to compaction efforts and compaction testing; or

- Two-Sack Concrete Slurry Mixture: For trenches within the roadway and up to three (3) feet beyond the edge of pavement, or equal as approved by the Director of Public Works and Transportation. Potholes in paved areas shall be backfilled with two-sack slurry above the pipe blanket.

Warning tape and tracer wire shall be required when applicable.

5.4 Track Equipment – Track equipment and outriggers used on paved surfaces shall be equipped with street pads and be operated so as not to mar the surface or cause additional damage to any County facility. If pavement is marred or damaged as a result of the equipment, it shall be repaired in accordance with these conditions and specifications.

5.5 Grading Equipment – Grading of soil or gravel roads or soil or gravel shoulders may be accomplished by any means that will provide a smooth, compacted and uniform surface that varies less than 0.1-foot in 10-feet for line or grade up to 300-feet. Projects greater than 300-feet in length will require that grading be performed with approved motor grader equipment.

5.6 **Paving Equipment** – Paving six (6) feet wide or wider in a driving lane shall be accomplished by use of a self-propelled vibrating screed paving machine and may be subject to additional requirements. Shoulder paving and miscellaneous paving shall be installed as approved by the Public Works Inspector.

6. TRENCHING

6.1 **Cal OSHA** – All excavations shall conform to the requirements of the State of California Division of Occupational Safety and Health as applicable. The Permittee for a street-cut permit shall possess a permit to excavate from the Division of Industrial Safety, Department of Industrial Relations, State of California, and shall submit a copy of said permit with the street-cut permit application as applicable.

6.2 **Depth of Installation** – Underground installations of wet utilities shall have a minimum cover below finished grade of 36 inches, per applicable standards.

6.3 **Separation of Utilities** – Adequate separation shall be maintained between new or replaced underground main lines from existing sewer lines, water lines and drainage culverts. The alignment of new main installations or replacement of existing mains shall be shown in the permit application. Unless specifically authorized by the Director of Public Works and Transportation:

- The minimum separation for new or replaced main lines running parallel shall be three (3) feet from outside of pipe to outside of pipe.
- The minimum separation for new or replaced main line crossings shall be one (1) foot clear from outside of pipe to outside of pipe.

County requirements do not supersede State requirements.

6.4 **Pavement Removal** – Paving shall be cut for removal and excavated in a manner that does not disturb the adjacent pavement. Paving shall be sawcut for permanent repair as specified in these conditions and specifications. Cold planning, chopping the existing asphalt with an excavator bucket, or jackhammering the existing asphalt will not be allowed in lieu of saw-cutting. Trenching within the wheel path shall be prohibited unless no other options or alternatives exist.

6.5 **Open Trench** – The maximum length of open trench (excavation or backfill not resurfaced) allowed during construction within the paved surface or shoulder shall be the distance of construction that can be reasonably installed in a single day. Contractor's personnel shall protect the traveling public from any open trenches at all times. Where pavement has been removed, a minimum of two (2) inches of temporary paving or sufficient temporary paving to match the grade of the travel way (as applicable) shall be placed before that area is made available to traffic. Before leaving the project and at the end of each day, all areas of pavement removal, including sidewalk, drainage courses and driveway approaches, shall be backfilled, compacted and surfaced with temporary asphalt. Upon approval of the Director of Public Works and Transportation, appropriate areas of the trench may be protected by plate bridging or protective fencing.

6.6 Trench/Plate Bridging – Plate bridging in the traveled way shall be completed in accordance with Caltrans Standard Plans and Specifications and approved by the Director of Public Works and Transportation prior to start of work. Plates placed on roads with gradients or on slope shall be pinned to prevent plates from sliding under traffic. Pins should be installed in such a way as to not put tires of vehicles at risk.

6.7 Protective Fencing – When protective fencing is used to secure an area, it shall be constructed of six (6) foot high, pipe framed chain link panels or equal material, secured into position and placed in a manner that there are no gaps larger than three (3) inches. Fencing shall be placed a minimum of four (4) feet from the nearest driving lane and shall be protected by appropriate signage and barriers per Section 2.2, Traffic Control.

6.8 Inclement Weather – Other than emergency repairs or as directed by the Director of Public Works and Transportation, there shall be no excavation within the traveled way of County roads during periods of rain, snow, or heavy wind.

6.9 Manhole Construction – Manholes shall remain below the grading plane until final paving has been completed and then set flush with the surface. In areas that require snow removal, the manhole frame shall be permanently set not less than 0.25 inches nor more than 0.5 inches below pavement surface. In graded earth shoulders or earth flowline areas, manholes are to be protected in place.

6.10 Buried Cable Installation – Direct burial of cables will not be permitted within paved road surfaces. Direct burial may be permitted within three (3) feet of the paved travel way and shall not be allowed on the fill side of a mountainous roadway.

6.11 Lateral Trench Installation – Unless otherwise approved by the Director of Public Works and Transportation, lateral trench installation for new utilities is allowed at a minimum interval of 150 feet. If multiple lateral trenches are installed for new construction within 150 feet minimum intervals, the entire section between the first and last crosscut shall be repaired in accordance with Table 8.1. Exceptions or modifications to this policy may be approved by the Director of Public Works and Transportation for existing essential utilities on a case-by-case basis.

7. COMPACTION

7.1 Relative Compaction (RC) – Asphalt concrete shall be placed in layers not to exceed 0.20 feet and be a minimum of 95% RC. Aggregates placed beneath paved surfaces and within three (3) feet of the edge of pavement shall be compacted to achieve a minimum 95% RC per ASTM D1557 or Caltrans Test Methods CTM 216 and CTM 231. Soils placed beyond three (3) feet of the edge of pavement shall be compacted to achieve a minimum of 90% RC per ASTM D1557 or Caltrans Test Methods CTM 216 and CTM 231.

7.2 **Mechanical Compaction** – Backfill shall be placed in horizontal layers of thickness compatible to the material being placed and the type of equipment being used as specified by the Permittee's soils engineer and in accordance with the Caltrans Standard Specifications. Each layer shall be evenly spread then tamped or rolled until the specified relative compaction is attained.

7.3 **Water Densification** – Currently not allowed.

7.4 **Compaction Testing Frequency and Location** – Trench backfill testing shall be at random 100-foot maximum intervals. After three (3) successful tests the intervals may be increased by 50-foot increments per successive successful tests up to a maximum interval of 250 feet. The Director of Public Works and Transportation shall determine test locations. One test shall be performed for each four (4) feet of depth or fraction thereof starting at the top of the installation. Twenty percent (20%) of laterals and one hundred percent (100%) of manholes shall be tested independently of the main line. Failure of a compaction test will result in the entire area represented by that test being uniformly reworked and retested at a random location. Additionally, a failed test, at the discretion of the County, may result in more frequent compaction testing to a minimum of 100-foot intervals.

The use of two-sack slurry, if authorized by the Director of Public Works and Transportation, in lieu of compacted materials shall be exempt from compaction testing requirements.

7.5 **Test Reports** – Tests shall be certified by a registered California Civil or Geotechnical Engineer or testing laboratory in accordance with the State of California test requirements. Test reports shall be listed individually for each trench or for each type and phase of construction. The test report shall include an accurate description of the test location. **Compaction reports shall be submitted to the County's inspector and approved prior to permanent paving.** If an alternate compaction method has been approved in accordance with these conditions and specifications, alternate test reports specified at time of permit issuance shall be submitted.

8. PAVEMENT

8.1 **Temporary Pavement** – In accordance with Section 6.5, Open Trench, a surface layer of temporary asphalt ("cold patch" or "cutback") compacted to two (2) inches thick shall be placed and maintained in a smooth and compacted condition at all locations where paving has been removed, before traffic is allowed to pass over. Temporary asphalt shall be removed for permanent repair. Temporary pavements shall be approved by the Director of Public Works and Transportation.

Temporary pavement must be removed and replaced by permanent pavement within forty-five (45) days of initial installation, and temporary pavement must be maintained in a smooth and sound state until the time of installation of permanent pavement. Any necessary repairs to the temporary pavement must be made immediately, and costs borne by the Permittee.

8.2 **Trench Pavement Repair** – If required by Public Works, trench edges shall be sawcut with straight lines and cold planed to a depth of at least two (2) inches, a minimum of six (6) inches beyond sawcut edge, and shall be parallel and at right angles to the centerline of the road. For roads that have two (2) inches of asphalt paving or less, alternate methods of t-cut trenching shall be discussed and approved by the Director of Public Works and Transportation prior to construction.

Damaged paving adjacent to the trench edges shall be sawcut and removed in rectangular sections, and that area included in the paving repair per these conditions and specifications. If the edge of a trench repair is less than two (2) feet from the edge of pavement, the remaining strip of pavement between the trench and edge of pavement shall also be removed and included in the replacement paving.

The repaired section of asphalt shall match the thickness of the existing paving but not less than two (2) inches thick total, flush with the existing paving. For roads with considerable pavement thickness, the Permittee is allowed to install sufficient asphalt to meet or exceed the calculated structural section of the roadway (Traffic Index) in accordance with Chapter 610 “Pavement Engineering Considerations” of the latest Caltrans Highway Design Manual or as approved by the Director of Public Works and Transportation. Prior to paving, areas to be joined with asphalt paving shall be cleaned of all soil and foreign material and tacked (100% coverage) with asphaltic emulsion binder.

Permanent paving shall be placed as soon as possible after compaction trench tests have been approved by the County and within forty-five (45) days of completion of the subsurface installation. Deviation from this schedule is only permitted with prior approval by the Director of Public Works and Transportation.

Any damage to the roadway beyond the trench excavation as a result of negligence by the Permittee or his/her contractor shall be repaired to meet or exceed prior street conditions as determined by the Director of Public Works and Transportation.

8.3 **Overlay Paving or Resurfacing** – When a trench is 300 feet or longer, in addition to the permanent pavement requirements listed in Section 8.2, pavement restoration shall be required in accordance with Table 8.1. The specific requirement will be determined before the issuance of an Encroachment Permit for the proposed work. Should work start prior to the issuance of an encroachment permit or without prior approval, the Permittee shall not be relieved from the responsibility of restoring the street. Where there are existing surface coats on the existing paving, open graded paving, chip seal or any other type of surfacing that has been removed as a result of construction activity, such surfacing and paving shall be replaced in-kind.

When trenching occurs in a road where the existing pavement/structural section has a PCI (Pavement Condition Index) of less than 50, the Permittee shall only be required to restore the trench in accordance with this Policy.

The Director of Public Works and Transportation, at their discretion, will consider other options or alternatives that address these concerns. Permittees are strongly encouraged to locate trenches in available shoulders or other unpaved areas whenever possible.

8.4 Temporary Winter Repairs – In the event that the Director of Public Works and Transportation determines that the finish paving should not be completed per the schedule above due to weather or other factors, the finish paving may be deferred up to three (3) months. The Director of Public Works and Transportation shall be required to approve any temporary repairs that deviate from these conditions and specifications due to inclement weather. Under no circumstances shall the County allow conditions that are deemed to be unsafe. The Permittee may be required to post a bond or other security to ensure future project completion.

Table 8.1 – Pavement Restoration Options

Street Category	Options
A	**Option 1 -** Trenching prohibited. Directional boring or jacking may be permitted. **Option 2 -** Grind and replace length of trench with 2" overlay over minimum travel lane width. **Option 3 -** 1 ½" overlay over entire road surface for length of trench with shoulder backing as appropriate.
B	**Option 1 -** Grind and replace length of trench with 2" overlay over minimum travel lane width. **Option 2 -** Type II or Type III Microsurface across entire road width for length of trench. **Option 3 -** Other approved resurfacing method to conform to current road conditions. **Option 4 -** Directional boring or jacking may be permitted.
C	**Option 1 -** Trench pavement repair (per Section 8.2) and crack seal trench. No additional pavement restoration required.

STREET CATEGORIES*

A-Street newly constructed or repaved within 3 years of trench cut application date or PCI of 80 or greater.
B-Street in good or fair condition that have not been newly constructed or repaved within 3 years and PCI of less than 80 or greater than 50.
C-Street in poor condition, PCI 50 or less.
***PCI** – Per published PCI for County Roads at
https://www.mariposacounty.org/DocumentCenter/View/93903/Mariposa-County_2021-PMP-Final-Report_V2

8.5 Excessive Pavement Removal – Removal of six or more separate areas of pavement equal to 15% of the total area of a lane (excluding work done within the paved shoulder) by a Permittee within a continuous 300-foot length of street, shall require pavement restoration per Table 8.1 from the first cut to the last.

8.6 Cumulative Pavement Removal –When performing trenching work on various roads, the minimum 300-foot condition is applicable as an aggregate total along any individual road segment or adjacent roads. For example, if the Permittee trenches 200 feet at one location along Road A and then performs

an additional 150 feet of trench work at another location along Road A, or adjacent Road B, pavement restoration per Table 8.1 shall apply. Trenches located within 100-foot intervals of each other shall be repaired as a single continuous section to ensure structural integrity and a uniform roadway surface. Lateral trenches fall under the requirements of Section 8.7.

8.7 Lateral Trenching Projects – The installation of multiple lateral trenches constructed as part of a service expansion project shall adhere to the conditions outlined in Table 8.1. Repairs of multiple lateral trenches within 150-foot intervals, the entire section between the first and last crosscut shall be repaired in accordance with Table 8.1. The requirements of Table 8.1 may be waived or reduced by the Director of Public Works and Transportation on a case-by-case basis for repairs of existing lateral trenches in excess of 150-foot intervals or the installation of a single new lateral trench for existing essential utilities.

8.8 Driveway Approaches – Driveway approaches constructed of AC and damaged or affected by utility trenching operations shall be repaired to a condition at or better than the condition prior to trenching operations at the discretion of the Director of Public Works and Transportation. The Permittee shall be required to conform the driveway approach to the existing roadway at their expense if applicable. Gravel or other unpaved driveway surfaced shall be restored to a condition at or better than their prior condition in accordance with this Policy.

8.9 Portland Cement Concrete (PCC) – Potholes or trenches in PCC shall be repaired by saw cutting and removed in full panels at the score lines or as directed by the Director of Public Works and Transportation. A minimum section of five-feet by five-feet shall be removed and replaced in the absence of panels.

8.10 Paved Shoulders – Any asphalt or concrete paved shoulders, outside of the established traveled lanes of a roadway, shall be considered as auxiliary lanes of said roadway. If trench repairs occur in a paved shoulder, the repair options of Table 8.1 shall apply, and the width of the paved shoulder shall be considered its own lane in that context.

9. INSURANCE REQUIREMENTS

9.1 Insurance Requirements - Before issuing the encroachment permit, the qualified licensed contractor shall provide the County with evidence of General Liability Insurance in the amount of at least $1 million and provide an endorsement naming the COUNTY OF MARIPOSA as additionally insured in accordance with the Encroachment Permit application requirements.

9.2 Warranty – In accordance with Section 12.04.094 and 12.04.095 of the Mariposa County Code, the Permittee may be required to file an approved surety bond or other security in a sum fixed by the Director of Public Works and Transportation as sufficient to reimburse the County for expenses to be incurred in restoring the right-of-way to its former condition.

9.3 **Maintenance Bond –**The County, at its discretion, may require the posting of a Maintenance Bond or other Security. If applicable, the Permittee shall post a one-year maintenance bond or cash deposit in an amount specified by the Department. In no circumstance shall the Maintenance Bond or cash deposit be less than 10% of the cost of improvements or exceed 100% of the cost of improvements.

9.4 **Hold Harmless** – The Permittee shall preserve and hold harmless the County and each officer and employee thereof, from any liability or responsibility for any accident, loss, or damage to persons or property happening or occurring as a proximate result of Permittee's negligence or the negligence of Permittee's agents, servants, employees, or contractors in the design or performance of any work undertaken under any permit granted to Permittee pursuant to the application.

9.5 **Applicability –**These conditions and specifications are applicable to roads maintained by Mariposa County, including roads maintained in County Service Areas (CSAs) or Permanent Road Divisions (PRDs). Nothing in these conditions or specifications prohibits their use on roads outside of the County's maintenance responsibilities by third parties. The County shall not be responsible for complications or other issues arising from the use of these conditions and specifications by other jurisdictions, Community Service Districts (CSDs), or local road maintenance or homeowner associations. These entities may choose to utilize or adopt this Policy at their own risk.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-189

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Adopt a Resolution Approving the 2025 Local Hazard Mitigation Plan (LHMP)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the 2025 Local Hazard Mitigation Plan (LHMP).

To meet the requirements of the Federal Disaster Mitigation Act of 2000 (DMA 2000), the Mariposa County Office of Emergency Services (OES) in collaboration with AECOM, has prepared a Local Hazard Mitigation Plan to assess the risks posed by natural hazards and to develop a mitigation plan for reducing those risks in Mariposa County. The 2025 LHMP replaces and updates the previous LHMP which was approved on May 26, 2020 via Resolution No. 2020-272. The DMA 2000 mandates that a LHMP be reviewed and updated every five years.

Mariposa County OES hereby requests the Board of Supervisors to review and approve the adoption of the 2025 LHMP Final Draft. Adoption of the plan will be by Resolution.

The 2025 LHMP lays the framework for future mitigation planning and actions to benefit Mariposa County and its communities. The benefit of LHMP adoption is to maintain Mariposa County's eligibility to receive State and Federal grant and assistance funding, including: eligibility for project grants under FEMA's Hazard Mitigation Grant Program and all disaster recovery funds under federal assistance grants. Not adopting the updated LHMP would make Mariposa County ineligible for future HMGP grants, disaster mitigation, or recovery funding.

Additional background information, including plan requirements, the process followed to develop and update the plan, public engagement, and the next steps, are included in the 2025 LHMP.

A copy of the executed Resolution will be forwarded to FEMA to complete the adoption process.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 26, 2020, the Board of Supervisors adopted Resolution 2020-272, 2020 Local Hazard Mitigation Plan.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives: Modify text in 2025 Local Hazard Mitigation Plan or modify text in Resolution.
Negative Action: Do not approve the 2025 Local Hazard Mitigation Plan. Consequences would make

Mariposa County ineligible for future FEMA grant funding, disaster mitigation, and recovery funding.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Resolution 2025 LHMP**
2. **APA Mariposa County HMP 5-1-2025**
3. **Mariposa County PRT 5-1-25**
4. **2025 Mariposa County LHMP**

VOTE RESULT

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

MARIPOSA COUNTY BOARD OF SUPERVISORS
RESOLUTION 2025-

RESOLUTION APPROVING THE 2025 MARIPOSA COUNTY LOCAL HAZARD MITIGATION PLAN

WHEREAS, by seeking FEMA approval of a local hazard mitigation plan, Mariposa County recognizes the threat that natural hazards pose to people and property within its rural areas and its communities; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property in Mariposa County from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000) emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made hazard mitigation grants available to state and local governments; and

WHEREAS, an adopted local hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, Mariposa County fully participated in the FEMA prescribed mitigation planning process to prepare this local hazard mitigation plan; and

WHEREAS, the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the 2025 Mariposa County Local Hazard Mitigation Plan (2025 LHMP) and approved it contingent upon official adoption by the Mariposa County Board of Supervisors; and

WHEREAS, Mariposa County desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the 2025 LHMP; and

WHEREAS, adoption action by the Mariposa County Board of Supervisors demonstrates the County's intent to fulfill the mitigation goals and objectives outlined in the 2025 LHMP; and

WHEREAS, adoption action by the Mariposa County Board of Supervisors legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan; and

WHEREAS, the Board of Supervisors considered all information in the public records, including the Board packet and draft 2025 LHMP, comments from the public and staff recommendations.

NOW BE IT THEREFORE RESOLVED THAT, the Mariposa County Board of Supervisors directs staff to file a Notice of Exemption for the project pursuant to the California Environmental Quality Act, Title 14, California Code of Regulations. The Board of Supervisors finds that there is no possibility that the activity in question may have a significant impact on the environment and is therefore exempt from the provisions of CEQA, pursuant to the General Rule – Section 15061(b)(3), CEQA Guidelines. There is no potential for substantial adverse changes in the physical conditions of the environment which will result from adoption of the Local Hazard Mitigation Plan.

BE IT FURTHER RESOLVED THAT, the Mariposa County Board of Supervisors adopts the 2025 Mariposa County Local Hazard Mitigation Plan as an official plan.

BE IT FURTHER RESOLVED THAT, the 2025 Mariposa County Local Hazard Mitigation Plan is hereby incorporated, by reference, into the Safety Element of the Mariposa County General Plan in accordance with the requirements of AB 2140.

BE IT FURTHER FINALLY RESOLVED THAT, Mariposa County will submit this resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish conformance with the requirements of AB 2140.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 20th day of May, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
WALTER WALL
County Counsel

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

May 1, 2025

Raquel Sandoval
Office of Emergency Services Deputy Coordinator
Mariposa County Sheriff's Office
P.O. Box 276
Mariposa, CA 95338

Reference: Hazard Mitigation Plan Approvable Pending Adoption
Mariposa County, CA

Dear Raquel Sandoval:

The Federal Emergency Management Agency (FEMA) has completed its review of the 2025 Mariposa County Hazard Mitigation Plan and has determined that the plan is eligible for final approval, pending its formal adoption by Mariposa County.

Formal adoption documentation must be submitted to FEMA Region 9 within one calendar year from the date of this letter. If the adoption is not received within that timeframe, the plan must be updated and resubmitted for review.

FEMA will issue formal approval of the plan upon receipt of the adoption documentation. Adoption of the plan is required to maintain eligibility for funding under FEMA's Hazard Mitigation Assistance (HMA) programs. All funding requests will be evaluated individually based on the specific eligibility criteria and requirements of the applicable HMA program.

Please note that while local hazard mitigation plans may include additional content to meet Element H: Additional State Requirements or other local objectives, FEMA's Approvable Pending Adoption (APA) status does not constitute review or approval of any content exceeding FEMA's standard mitigation planning requirements.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,

Alison Kearns
Planning and Implementation Branch Chief
Mitigation Division
FEMA Region 9

Enclosure (1)
Mariposa County Plan Review Tool, dated May 1, 2025

cc: Robyn Fennig, State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of Emergency Services

Local Mitigation Plan Review Tool

Cover Page

The Local Mitigation Plan Review Tool (PRT) demonstrates how the local mitigation plan meets the regulation in 44 CFR § 201.6 and offers states and FEMA Mitigation Planners an opportunity to provide feedback to the local governments, including special districts.

1. The Multi-Jurisdictional Summary Sheet is a worksheet that is used to document how each jurisdiction met the requirements of the plan elements (Planning Process; Risk Assessment; Mitigation Strategy; Plan Maintenance; Plan Update; and Plan Adoption).
2. The Plan Review Checklist summarizes FEMA's evaluation of whether the plan has addressed all requirements.

For greater clarification of the elements in the Plan Review Checklist, please see Section 4 of this guide. Definitions of the terms and phrases used in the PRT can be found in Appendix E of this guide.

Plan Information	
Jurisdiction(s)	Mariposa County
Title of Plan	2025 Mariposa County Local Hazard Mitigation Plan
New Plan or Update	Update
Single- or Multi-Jurisdiction	Single-jurisdiction
Date of Plan	2/7/2025
Local Point of Contact	
Title	Raquel Sandoval, OES Deputy Coordinator
Agency	Mariposa County Sheriff's Office – Office of Emergency Services
Address	PO Box 276 Mariposa, CA 95338
Phone Number	(209) 966-3615 Office Ext. 2307 (209) 347-8150 Mobile
Email	rsandoval@mariposacounty.org

Additional Point of Contact	
Title	Anna Davis, Senior Planner
Agency	AECOM
Address	300 Lakeside Dr., Ste 400, Oakland, CA 94612
Phone Number	415-994-5157
Email	anna.davis@aecom.com
Additional Point of Contact	
Title	Kim Roeland, Climate Resilience and Sustainability Consultant
Agency	AECOM
Address	888 SW 5th Ave, Suite 600, Portland, OR 97204
Phone Number	858-353-9313
Email	kim.roeland@aecom.com

Review Information	
State Review	
State Reviewer(s) and Title	Miranda Steffler
State Review Date	4/1/2025
FEMA Review	
FEMA Reviewer(s) and Title	Kiana Wong, Community Planner Alyvia Schaad, CERC Reviewer
Date Received in FEMA Region	4/3/2025
Plan Not Approved	Click or tap to enter a date.
Plan Approvable Pending Adoption	5/1/2025
Plan Approved	Click or tap to enter a date.

Multi-Jurisdictional Summary Sheet

In the boxes for each element, mark if the element is met (Y) or not met (N).

#	Jurisdiction Name	A. Planning Process	B. Risk Assessment	C. Mitigation Strategy	D. Plan Maintenance	E. Plan Update	F. Plan Adoption	G. HHPD Requirements	H. State Requirements
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Plan Review Checklist

The Plan Review Checklist is completed by FEMA. States and local governments are encouraged, but not required, to use the PRT as a checklist to ensure all requirements have been met prior to submitting the plan for review and approval. The purpose of the checklist is to identify the location of relevant or applicable content in the plan by element/sub-element and to determine if each requirement has been "met" or "not met." FEMA completes the "required revisions" summary at the bottom of each element to clearly explain the revisions that are required for plan approval. Required revisions must be explained for each plan sub-element that is "not met." Sub-elements in each summary should be referenced using the appropriate numbers (A1, B3, etc.), where applicable. Requirements for each element and sub-element are described in detail in Section 4: Local Plan Requirements of this guide.

Plan updates must include information from the current planning process.

If some elements of the plan do not require an update, due to minimal or no changes between updates, the plan must document the reasons for that.

Multi-jurisdictional elements must cover information unique to all participating jurisdictions.

Element A: Planning Process

Element A Requirements	Location in Plan (section and/or page number)	Met / Not Met
A1. Does the plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement 44 CFR § 201.6(c)(1))		
A1-a. Does the plan document how the plan was prepared, including the schedule or time frame and activities that made up the plan's development, as well as who was involved?	Section 2, PDF pp. 12 – 19 Table 2-1, PDF p. 13 Table 2-2, PDF p. 14 Appendix A	Met
A1-b. Does the plan list the jurisdiction(s) participating in the plan that seek approval, and describe how they participated in the planning process?	Section 2, PDF pp. 12 – 14 Table 2-1, PDF p. 13 Table 2-3, PDF p. 14	Met

Element A Requirements	Location in Plan (section and/or page number)	Met / Not Met
A2. Does the plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development as well as businesses, academia, and other private and non-profit interests to be involved in the planning process? (Requirement 44 CFR § 201.6(b)(2))		
A2-a. Does the plan identify all stakeholders involved or given an opportunity to be involved in the planning process, and how each stakeholder was presented with this opportunity?	Section 2.2, PDF p. 15 Appendix A	Met
A3. Does the plan document how the public was involved in the planning process during the drafting stage and prior to plan approval? (Requirement 44 CFR § 201.6(b)(1))		
A3-a. Does the plan document how the public was given the opportunity to be involved in the planning process and how their feedback was included in the plan?	Section 2.3, PDF pp. 15 – 16 Appendix A	Met
A4. Does the plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement 44 CFR § 201.6(b)(3))		
A4-a. Does the plan document what existing plans, studies, reports and technical information were reviewed for the development of the plan, as well as how they were incorporated into the document?	Section 2.5, PDF pp. 17 – 19 Table 2-3, PDF pp. 17 - 19	Met
ELEMENT A REQUIRED REVISIONS		
Required Revision**:** Click or tap here to enter text.		

Element B: Risk Assessment

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
B1. Does the plan include a description of the type, location, and extent of all natural hazards that can affect the jurisdiction? Does the plan also include information on previous occurrences of hazard events and on the probability of future hazard events? (Requirement 44 CFR § 201.6(c)(2)(i))		
B1-a. Does the plan describe all natural hazards that can affect the jurisdiction(s) in the planning area, and does it provide the rationale if omitting any natural hazards that are commonly recognized to affect the jurisdiction(s) in the planning area?	Section 4, PDF pp. 24 – 67 Appendix B	Met
B1-b. Does the plan include information on the location of each identified hazard?	Section 4.1.1, Drought, PDF p. 25 Section 4.1.2, Earthquake, PDF p. 27 Figure B - 10 Section 4.1.2, Extreme Heat, PDF p. 29 Section 4.1.4, Flood, PDF p. 30, Figure B – 13 Section 4.1.5, Landslide, PDF p. 32, Figure B – 15 Section 4.1.6, Wildfire, PDF pp. 36 – 35, Figure B – 16, Figure B – 17 Section 4.1.7, Windstorm, PDF p. 37 Figure B-19 Section 4.1.8, Winter Storm, PDF p. 38	Met

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
B1-c. Does the plan describe the extent for each identified hazard?	Section 4.1.1, Drought, PDF p. 26 Section 4.1.2, Earthquake, PDF pp. 27 – 28 Figure B-11 Section 4.1.3. Extreme Heat, PDF p. 29 Figure B-12 Section 4.1.4, Flood, PDF p. 31, Figure B - 13 Section 4.1.5, Landslide, PDF p. 33, Figure B – 15 Section 4.1.6, Wildfire, PDF p. 35, Figure B – 16, B – 17 Section 4.1.7, Windstorm, PDF p. 37 Section 4.1.8, Winter Storm, PDF pp. 38 - 39	Met
B1-d. Does the plan include the history of previous hazard events for each identified hazard?	Section 4.1.1, Drought, PDF p. 25 Section 4.1.2, Earthquake, PDF p. 28 Figure B-10 Section 4.1.3, Extreme Heat, PDF p. 29 Section 4.1.4, Flood, PDF pp. 30 – 31 Section 4.1.5, Landslide, PDF p. 32 Section 4.1.6, Wildfire, PDF p. 35 Figure B -18 Section 4.1.7, Windstorm, PDF p. 37 Section 4.1.8, Winter Storm, PDF p. 38	Met

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
B1-e. Does the plan include the probability of future events for each identified hazard, including the type, location and range of anticipated intensities?	Section 4.1.1, Drought, PDF p. 26 Section 4.1.2, Earthquake, PDF p. 28 Section 4.1.3, Extreme Heat, PDF p. 29 Section 4.1.4, Flood, PDF p. 31, Figure B – 14 Section 4.1.5, Landslide, PDF p. 33 Section 4.1.6, Wildfire, PDF p. 36 – 37 Section 4.1.7, Windstorm, PDF p. 37 Section 4.1.8, Winter Storm, PDF p. 39	Met
B1-f. For participating jurisdictions in a multi-jurisdictional plan, does the plan describe any hazards that are unique to and/or vary from those affecting the overall planning area?	N/A	Choose an item.
B2. Does the plan include a summary of the jurisdiction's vulnerability and the impacts on the community from the identified hazards? Does this summary also address NFIP-insured structures that have been repetitively damaged by floods? (Requirement 44 CFR § 201.6(c)(2)(ii))		
B2-a. Does the plan provide an overall summary of each jurisdiction's vulnerability to the identified hazards?	Section 3.0, PDF pp. 20-23 Section 4.2, PDF pp. 40 – 49 Table 4-10 through 4-16	Met
B2-b. For each participating jurisdiction, does the plan describe the potential impacts of each of the identified hazards on each participating jurisdiction?	Section 4.3, PDF pp. 51 – 67 Tables 4-17 through 4-24	Met
B2-c. Does the plan address NFIP-insured structures within each jurisdiction that have been repetitively damaged by floods?	Section 4.4, PDF p. 67	Met

ELEMENT B REQUIRED REVISIONS
Required Revision: Click or tap here to enter text.

Element C: Mitigation Strategy

Element C Requirements	Location in Plan (section and/or page number)	Met / Not Met
C1. Does the plan document each participant's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement 44 CFR § 201.6(c)(3))		
C1-a. Does the plan describe how the existing capabilities of each participant are available to support the mitigation strategy? Does this include a discussion of the existing building codes and land use and development ordinances or regulations?	Section 5.1, PDF pp. 69 - 79	Met
C1-b. Does the plan describe each participant's ability to expand and improve the identified capabilities to achieve mitigation?	Section 5.1, PDF pp. 78 - 79	Met
C2. Does the plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement 44 CFR § 201.6(c)(3)(ii))		
C2-a. Does the plan contain a narrative description or a table/list of their participation activities?	Section 4.4, PDF p. 67 Section 5.2, PDF p. 80	Met
C3. Does the plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement 44 CFR § 201.6(c)(3)(i))		
C3-a. Does the plan include goals to reduce the risk from the hazards identified in the plan?	Section 5.3, PDF p. 80	Met

Element C Requirements	Location in Plan (section and/or page number)	Met / Not Met
C4. Does the plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement 44 CFR § 201.6(c)(3)(ii))		
C4-a. Does the plan include an analysis of a comprehensive range of actions/projects that each jurisdiction considered to reduce the impacts of hazards identified in the risk assessment?	Section 5.4, PDF pp. 80 – 84 Table 5-7, PDF pp. 83 - 84 Appendix C	Met
C4-b. Does the plan include one or more action(s) per jurisdiction for each of the hazards as identified within the plan's risk assessment?	Section 5.4, PDF pp. 80 – 84 Table 5-7, PDF pp. 83 – 84 Appendix C	Met
C5. Does the plan contain an action plan that describes how the actions identified will be prioritized (including a cost-benefit review), implemented, and administered by each jurisdiction? (Requirement 44 CFR § 201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))		
C5-a. Does the plan describe the criteria used for prioritizing actions?	Section 5.4, PDF pp. 80 – 84 Table 5-6, PDF p. 82 Table 5-7, PDF pp. 83 – 84 Appendix C	Met
C5-b. Does the plan provide the position, office, department or agency responsible for implementing/administrating the identified mitigation actions, as well as potential funding sources and expected time frame?	Table 5-2, PDF pp. 71 - 74 Section 5.4, PDF pp. 80 – 94 Table 5-7, PDF pp, 83 – 84 Appendix C	Met

ELEMENT C REQUIRED REVISIONS
Required Revision: Click or tap here to enter text.

Element D: Plan Maintenance

Element D Requirements	Location in Plan (section and/or page number)	Met / Not Met
D1. Is there discussion of how each community will continue public participation in the plan maintenance process? (Requirement 44 CFR § 201.6(c)(4)(iii))		
D1-a. Does the plan describe how communities will continue to seek future public participation after the plan has been approved?	Section 6.1, PDF p. 85	Met
D2. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a five-year cycle)? (Requirement 44 CFR § 201.6(c)(4)(i))		
D2-a. Does the plan describe the process that will be followed to track the progress/status of the mitigation actions identified within the Mitigation Strategy, along with when this process will occur and who will be responsible for the process?	Section 6.2, PDF p. 86 Appendix D	Met
D2-b. Does the plan describe the process that will be followed to evaluate the plan for effectiveness? This process must identify the criteria that will be used to evaluate the information in the plan, along with when this process will occur and who will be responsible.	Section 6.2, PDF p. 86 Appendix D	Met
D2-c. Does the plan describe the process that will be followed to update the plan, along with when this process will occur and who will be responsible for the process?	Section 6.2, PDF p. 86	Met
D3. Does the plan describe a process by which each community will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement 44 CFR § 201.6(c)(4)(ii))		
D3-a. Does the plan describe the process the community will follow to integrate the ideas, information and strategy of the mitigation plan into other planning mechanisms?	Section 6.3, Table 6-1, PDF pp. 86 - 87	Met

Element D Requirements	Location in Plan (section and/or page number)	Met / Not Met
D3-b. Does the plan identify the planning mechanisms for each plan participant into which the ideas, information and strategy from the mitigation plan may be integrated?	Section 6.3, Table 6-1, PDF pp. 86 - 87	Met
D3-c. For multi-jurisdictional plans, does the plan describe each participant's individual process for integrating information from the mitigation strategy into their identified planning mechanisms?		Choose an item.
ELEMENT D REQUIRED REVISIONS		
Required Revision: Click or tap here to enter text.		

Element E: Plan Update

Element E Requirements	Location in Plan (section and/or page number)	Met / Not Met
E1. Was the plan revised to reflect changes in development? (Requirement 44 CFR § 201.6(d)(3))		
E1-a. Does the plan describe the changes in development that have occurred in hazard-prone areas that have increased or decreased each community's vulnerability since the previous plan was approved?	Section 7.1, PDF pp. 88 - 89	Met
E2. Was the plan revised to reflect changes in priorities and progress in local mitigation efforts? (Requirement 44 CFR § 201.6(d)(3))		
E2-a. Does the plan describe how it was revised due to changes in community priorities?	Section 7.2, PDF p. 89	Met
E2-b. Does the plan include a status update for all mitigation actions identified in the previous mitigation plan?	Section 7.3, Table 7-1, PDF pp. 89 - 91	Met
E2-c. Does the plan describe how jurisdictions integrated the mitigation plan, when appropriate, into other planning mechanisms?	Section 7.4, PDF p. 91	Met
ELEMENT E REQUIRED REVISIONS		
Required Revision: Click or tap here to enter text.		

Element F: Plan Adoption

Element F Requirements	Location in Plan (section and/or page number)	Met / Not Met
F1. For single-jurisdictional plans, has the governing body of the jurisdiction formally adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5))		
F1-a. Does the participant include documentation of adoption?	Section 8.1, PDF p. 92 Appendix E	Not Met
F2. For multi-jurisdictional plans, has the governing body of each jurisdiction officially adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5))		
F2-a. Did each participant adopt the plan and provide documentation of that adoption?	N/A	Choose an item.
ELEMENT F REQUIRED REVISIONS		
Required Revision: F1-a: After receiving official approvable pending adoption correspondence from the FEMA Region 9 Office please send a signed adoption resolution to fema-r9-mitigation-planning@fema.dhs.gov for final plan approval.		

Element G: High Hazard Potential Dams (Optional)

HHPD Requirements	Location in Plan (section and/or page number)	Met / Not Met
HHPD1. Did the plan describe the incorporation of existing plans, studies, reports and technical information for HHPDs?		
HHPD1-a. Does the plan describe how the local government worked with local dam owners and/or the state dam safety agency?	Click or tap here to enter text.	Choose an item.
HHPD1-b. Does the plan incorporate information shared by the state and/or local dam owners?	Click or tap here to enter text.	Choose an item.
HHPD2. Did the plan address HHPDs in the risk assessment?		
HHPD2-a. Does the plan describe the risks and vulnerabilities to and from HHPDs?	Click or tap here to enter text.	Choose an item.

HHPD Requirements	Location in Plan (section and/or page number)	Met / Not Met
HHPD2-b. Does the plan document the limitations and describe how to address deficiencies?	Click or tap here to enter text.	Choose an item.
HHPD3. Did the plan include mitigation goals to reduce long-term vulnerabilities from HHPDs?		
HHPD3-a. Does the plan address how to reduce vulnerabilities to and from HHPDs as part of its own goals or with other long-term strategies?	Click or tap here to enter text.	Choose an item.
HHPD3-b. Does the plan link proposed actions to reducing long-term vulnerabilities that are consistent with its goals?	Click or tap here to enter text.	Choose an item.
HHPD4-a. Did the plan include actions that address HHPDs and prioritize mitigation actions to reduce vulnerabilities from HHPDs?		
HHPD4-a. Does the plan describe specific actions to address HHPDs?	Click or tap here to enter text.	Choose an item.
HHPD4-b. Does the plan describe the criteria used to prioritize actions related to HHPDs?	Click or tap here to enter text.	Choose an item.
HHPD4-c. Does the plan identify the position, office, department or agency responsible for implementing and administering the action to mitigate hazards to or from HHPDs?	Click or tap here to enter text.	Choose an item.
HHPD Required Revisions		
Required Revision**:** Click or tap here to enter text.		

Element H: Additional State Requirements (Optional)

Element H Requirements	Location in Plan (section and/or page number)	Met / Not Met
This space is for the State to include additional requirements.		
Click or tap here to enter text.	Click or tap here to enter text.	Choose an item.

Plan Assessment

These comments can be used to help guide your annual/regularly scheduled updates and the next plan update.

Element A. Planning Process

Strengths

- The planning process narrative is detailed. There are details on the events and meetings that were part of the plan's development. The detail on the public participation also strengthened this plan.
- The plan includes in-depth records of the planning process. The meeting agendas and social media posts support the narratives in this section. This will also help guide future updates.
- The planning team used a range of studies, reports and plans. The plan draws from local, state, federal and other resources. It is in-depth.
- The organization of this plan is really strong. The main body of the plan refers to the appendices. This makes it easy for the reader to find the materials that expand on what is in the plan.

Opportunities for Improvement

- Including meeting summaries or meeting minutes, as well as sign-in sheets would strengthen the plan.

Element B. Risk Assessment

Strengths

- Hazard profiles are well-defined. There is a lot of detail about the context of the hazard and the risk it presents.
- The plan includes a community profile. The profile has demographic information, development trends and landscape features. This makes community assets and vulnerabilities clear.

Opportunities for Improvement

- Adding damages associated with previous/historical hazards would show additional potential impacts for future hazards. It would strengthen the risk assessment.

Element C. Mitigation Strategy

Strengths

- The plan assesses current capabilities. It looks at how to expand them to further reduce risk.
- Actions are detailed. The plan includes clear information on funding, resources, time frames and personnel. The "Benefits and Costs" section in Appendix C has helpful information.

Opportunities for Improvement

- Pinpoint new capabilities to add to the planning team's toolkit, aside from expanding on the current resources.

- It would strengthen future updates to describe why the county doesn't participate in NFIP.

Element D. Plan Maintenance

Strengths

- The plan details how the planning team will include the public when it carries out the plan.
- The hazard mitigation plan spells out how the community will use its data, goals, actions and other elements in other plans and planning processes.

Opportunities for Improvement

- Include more details on how the project manager will know the plan has worked.

Element E. Plan Update

Strengths

- The plan documents the changes in development and how priorities have changed.

Opportunities for Improvement

- Give more details on how hazard mitigation information from the last plan was included in other plans.

Element G. HHPD Requirements (Optional)

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

Element H. Additional State Requirements (Optional)

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

FINAL DRAFT - 2025

Mariposa County Local Hazard Mitigation Plan

Version Control Document

Change #	Date	Author	Summary of Changes Made

EXECUTIVE SUMMARY

Hazard mitigation planning is a process that helps communities reduce the impacts of disasters on people and places before a disaster occurs. It involves identifying hazards, understanding vulnerabilities, and developing long-term risk-reduction strategies. For nearly 25 years, hazard mitigation planning has been driven by a federal law, known as the Disaster Mitigation Act of 2000 (DMA 2000), which emphasizes the need for state, tribal, and local entities to closely coordinate hazard mitigation planning and implementation efforts. It also provides the legal basis for the Federal Emergency Management Agency (FEMA) to require state, tribal, and local entities to develop hazard mitigation plans to receive certain types of federal disaster assistance. These requirements are defined in FEMA's State and Local Mitigation Planning Policy Guides and the Tribal Mitigation Plan Review Guide.

To meet the requirements of the DMA 2000, Mariposa County has updated its 2020 Local Hazard Mitigation Plan (LHMP). Hazards addressed in this plan include drought, earthquake, extreme heat, flood, landslide, wildfire, windstorm, and winter storm. Public safety power shutoff, which was included as a hazard in the previous plan, is now addressed as an impact of wildfire instead. Dam failure is not included in this update either, as only 0.10 percent of land within County boundaries is in this hazard area.

The 2025 LHMP includes 10 mitigation actions that will help the County tackle the impacts from, and increase resilience to, natural and climate-related hazards. The actions and strategies identified in the plan were developed by members of the steering committee; were previously identified in other County plans, programs, and studies; or have been highlighted as success stories and best management practices elsewhere. They include fuel management projects, a home hardening initiative, a hazardous tree removal program, Community Resilience Centers and climate resilience awareness, tree planting in Opportunity Zones and other underserved communities, streambank and slope stabilization measures, a public education campaign by emergency management phase, Mariposa Creek Parkway nature-based solutions and green infrastructure projects, auxiliary power for critical facilities and infrastructure, and all hazard planning code/safety element updates.

To ensure that the mitigation actions are implemented, and that the overall 2025 LHMP remains relevant, Mariposa County will administer a system to track disasters that have occurred; community assets that have been damaged; public outreach that has been conducted; mitigation actions that have been implemented and the goals that they address documented; new and/or updated studies, reports, and maps that have been published; and changes that have made and/or that need to be made to the current or future LHMP. This process, along with a multi-department approach to planning integration and ongoing community engagement, will enable the County to effectively implement priority mitigation actions that will improve the County's health and wellness, community and creativity, and education and environment.

TABLE OF CONTENTS

Executive Summary ..... **iii**
1.0 Introduction **1-1**
1.1 Hazard Mitigation Planning 1-1
1.2 2025 Local Hazard Mitigation Plan Synopsis 1-1
2.0 Planning Process **2-1**
2.1 Overview of the 2025 LHMP Planning Process 2-1
2.2 Opportunities for Stakeholders 2-4
2.3 Public Involvement 2-4
2.4 Outreach to Underserved Populations 2-5
2.5 Review and Incorporation of Existing Studies, Plans, Reports, and Technical Information 2-6
3.0 Community Profile **3-1**
3.1 Planning Area, Demographics and Development Trends 3-1
3.2 Community Assets 3-3
4.0 Risk Assessment **4-1**
4.1 Hazard Identification 4-1
4.1.1 Drought 4-2
4.1.2 Earthquake 4-4
4.1.3 Extreme Heat 4-6
4.1.4 Flood 4-7
4.1.5 Landslide 4-9
4.1.6 Wildfire 4-11
4.1.7 Windstorm 4-14
4.1.8 Winter Storm 4-15
4.2 Overall Summary of Vulnerability 4-17
4.3 Potential Impacts from Each of the Identified Hazards 4-27
4.3.1 Drought 4-28
4.3.2 Earthquake 4-30
4.3.3 Extreme Heat 4-31
4.3.4 Flood 4-33
4.3.5 Landslide 4-35
4.3.6 Wildfire 4-37
4.3.7 Windstorm 4-39
4.3.8 Winter Storm 4-41
4.4 National Flood Insurance Program 4-44
5.0 Mitigation Strategy **5-1**
5.1 Authorities, Policies, Programs, and Resources 5-2
5.2 National Flood Insurance Program Participation 5-13
5.3 Mitigation Goals 5-13
5.4 Potential Mitigation Actions 5-13
5.5 Finalized Mitigation Action Plan 5-14
6.0 Plan Maintenance **6-1**

6.1 Continued Public Participation 6-1
6.2 Plan Evaluation Process, Update Method, and Schedule 6-2
6.3 Plan Integration 6-2
7.0 Plan Update 7-1
7.1 Changes in Development 7-1
7.2 Changes in Priorities 7-2
7.3 2020 LHMP's Mitigation Action Status 7-2
7.4 Integration of the 2020 LHMP into Other Planning Mechanisms 7-4
8.0 Plan Adoption 8-1
8.1 Formal Adoption 8-1

LIST OF APPENDICES

APPENDIX A Planning Process
APPENDIX B Figures
APPENDIX C Mitigation Strategy
APPENDIX D Plan Maintenance
APPENDIX E Adoption Resolution

LIST OF TABLES

Table 2-1: 2025 LHMP Timeline 2-2
Table 2-2: Steering Committee 2-3
Table 2-3: Existing Studies, Plans, Reports, and Technical Information 2-6
Table 3-1: Communities Recognized as Census Designated Places in Mariposa County 3-1
Table 3-2: Underserved Populations 3-2
Table 3-3: Areas of Future Growth and Development 3-3
Table 3-4: Critical Facilities and Infrastructure 3-3
Table 3-5: Major Assets 3-4
Table 4-1: Drought Profile 4-2
Table 4-2: Earthquake Profile 4-4
Table 4-3: Extreme Heat Profile 4-6
Table 4-4: Flood 4-7
Table 4-5: Landslide Profile 4-9
Table 4-6: Wildfire Profile 4-11
Table 4-7: Windstorm Profile 4-14
Table 4-8: Winter Storm Profile 4-15
Table 4-9: Highest Hazard Areas 4-17
Table 4-10: Square Miles of Mariposa County and Census Designated Place Communities in Each Hazard Area 4-18
Table 4-11: Population of Mariposa County and Census Designated Place Communities in Each Hazard Area 4-20
Table 4-12: Number of Underserved Populations in Each Hazard Area 4-22
Table 4-13: Square Miles of Future Growth and Development Areas in Each Hazard Area 4-23
Table 4-14: Number of Critical Facilities and Infrastructure in Each Hazard Area 4-24
Table 4-15: Number or Linear Miles of Transportation-Specific Critical Facilities and Infrastructure in Each Hazard Area 4-25
Table 4-16: Number of Major Assets in Each Hazard Area 4-26
Table 4-17: Potential Impacts from Drought 4-28
Table 4-18: Potential Impacts from Earthquakes 4-30
Table 4-19: Potential Impacts from Extreme Heat 4-31
Table 4-20: Potential Impacts from Floods 4-33
Table 4-21: Potential Impacts from Landslides 4-35
Table 4-22: Potential Impacts from Wildfires 4-37
Table 4-23: Potential Impacts from Windstorms 4-39
Table 4-24: Potential Impacts from Winter Storms 4-41
Table 5-1: Human and Technical Resources for Hazard Mitigation 5-2
Table 5-2: Financial Resources for Hazard Mitigation 5-4
Table 5-3: Planning, Policy, Program, and Public Outreach Resources for Hazard Mitigation 5-8
Table 5-4: Ability to Improve On/Expand Resources 5-11
Table 5-5: Summary of Draft Mitigation Actions 5-14
Table 5-6: Prioritization Considerations 5-15
Table 5-7: Finalized Mitigation Action Plan 5-16

Table 6-1: Integration of the 2025 LHMP 6-2
Table 7-1: Review of 2020 LHMP Finalized Mitigation Action Plan 7-2

List of Acronyms and Abbreviations

°F	degrees Fahrenheit
BOS	Board of Supervisors
BRIC	Building Resilient Infrastructure and Communities
CAL FIRE	California Department of Forestry and Fire Protection
Cal OES	California Office of Emergency Services
Caltrans	California Department of Transportation
CDP	Census Designated Place
CFR	Code of Federal Regulations
CWPP	Community Wildfire Protection Plan
DMA 2000	Disaster Mitigation Act of 2000
DR	Major Disaster Declaration
EM	Emergency Declaration
EMGP	Emergency Management Grant Preparedness
FEMA	Federal Emergency Management Agency
FHSZ	Fire Hazard Severity Zone
FIRM	Flood Insurance Rate Map
FM	Fire Management
FRA	Federal Responsibility Area
GIS	geographic information systems
HMGP	Hazard Mitigation Grant Program
LHMP	Local Hazard Mitigation Plan
mph	miles per hour
NASA	National Aeronautics and Space Administration
NFIP	National Flood Insurance Program
NOAA	National Oceanic and Atmospheric Administration
OES	Office of Emergency Services
PGA	peak ground acceleration
RCP	Representative Concentration Pathway
SFHA	Special Flood Hazard Area
SPCA	Society for the Prevention of Cruelty to Animals
UCLA	University of California, Los Angeles
WUI	Wildland–Urban Interface

1.0 INTRODUCTION

1.1 HAZARD MITIGATION PLANNING

Hazard mitigation planning is a process that helps communities reduce the impacts of disasters on people and places before a disaster occurs. It involves identifying hazards, understanding vulnerabilities, and developing long-term risk-reduction strategies. For nearly 25 years, hazard mitigation planning has been driven by a federal law, known as the Disaster Mitigation Act of 2000 (DMA 2000), which emphasizes the need for state, tribal, and local entities to closely coordinate hazard mitigation planning and implementation efforts. It also provides the legal basis for the Federal Emergency Management Agency (FEMA) to require state, tribal, and local entities to develop hazard mitigation plans to receive certain types of federal disaster assistance. These requirements are defined in FEMA's State and Local Mitigation Planning Policy Guides and the Tribal Mitigation Plan Review Guide.

1.2 2025 LOCAL HAZARD MITIGATION PLAN SYNOPSIS

To meet the requirements of the DMA 2000, Mariposa County has updated its 2020 Local Hazard Mitigation Plan (LHMP). Hazards addressed in this plan include drought, earthquake, extreme heat, flood, landslide, wildfire, windstorm, and winter storm. The 2025 LHMP is organized to follow FEMA's 2023 Local Mitigation Plan Review Tool, which demonstrates how hazard mitigation plans meet the DMA 2000 regulations. As such, the specific planning elements of this review tool are discussed in their appropriate plan sections.

After this introduction, the 2025 LHMP consists of the following sections:

- Section 2.0, Planning Process, provides an overview of the planning process, starting with a timeline. It identifies steering committee members and describes their involvement. This section also details stakeholder involvement and public outreach. In addition, it provides an overview of the existing plans and reports, describing how those documents were incorporated into the 2025 LHMP. Documentation that supports the planning process is provided in Appendix A.
- Section 3.0, Community Profile, describes Mariposa County, including the planning area, demographics and development trends, and critical facilities and infrastructure and other community assets. Supporting figures are provided in Appendix B.
- Section 4.0, Risk Assessment, describes each of the hazards addressed in this plan. Hazard figures are also provided in Appendix B. This section also describes the County's vulnerability to each hazard and impacts.
- Section 5.0, Mitigation Strategy, provides a hazard-mitigation-specific capability assessment. It also describes the mitigation goals, potential mitigation actions, and a finalized mitigation action plan. It also describes the process to integrate the 2025 LHMP into other planning mechanisms. A detailed description of each mitigation action is included in Appendix C.
- Section 6.0, Plan Maintenance, describes continued public participation and outlines how the plan will be implemented, integrated into other documents, and updated in 5 years. An Annual Review Tracker is in Appendix D.

- Section 7.0, Plan Update, describes the changes in development and priorities and provides an update on mitigation actions identified in the 2020 LHMP and how the 2020 LHMP was integrated into other planning documents.
- Section 8.0, Plan Adoption, documents the plan adoption process. The adoption resolution is provided in Appendix E.
- Appendices include Appendix A – Planning Process, Appendix B – Figures, Appendix C – Mitigation Strategy, Appendix D – Plan Maintenance, and Appendix E – Adoption Resolution.

2.0 PLANNING PROCESS

This section addresses Element A: Planning Process of the Local Mitigation Plan Regulation Checklist.

Element A: Planning Process	
A1.	Does the plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement 44 CFR § 201.6(c)(1))
A1-a.	Does the plan document how the plan was prepared, including the schedule or time frame and activities that made up the plan's development, as well as who was involved?
A1-b.	Does the plan list the jurisdiction(s) participating in the plan that seek approval and describe how they participated in the planning process?
A2.	Does the plan document an opportunity for neighboring communities; local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, as well as other interests, to be involved in the planning process? (Requirement 44 CFR § 201.6(b)(2))
A2-a.	Does the plan identify all stakeholders involved or given an opportunity to be involved in the planning process and how each stakeholder was presented with this opportunity?
A3.	Does the plan document how the public was involved in the planning process during the drafting stage? (Requirement 44 CFR § 201.6(b)(1))
A3-a.	Does the plan document how the public was given the opportunity to be involved in the planning process and how their feedback was included in the plan?
A4.	Does the plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement 44 CFR § 201.6(b)(3))
A4-a.	Does the plan document what existing plans, studies, reports, and technical information were reviewed for the development of the plan, as well as how they were incorporated into the document?

Key: CFR = Code of Federal Regulations

2.1 OVERVIEW OF THE 2025 LHMP PLANNING PROCESS

The update for the 2025 LHMP occurred over a 3-month period from November 2024 to January 2025. Mariposa County's Office of Emergency Services (OES) Deputy Coordinator served as the project manager for the plan update, and a consultant assisted the County with this update. A timeline of the major planning tasks and milestones by month, including the dates the steering committee met, is provided in Table 2-1. A list of the steering members and how they contributed to the development of the plan is provided in Table 2-2. Steering committee agendas are provided in Appendix A.

Table 2-1: 2025 LHMP Timeline

Date	Tasks	People Involved
November 2024	Held steering committee meeting #1 on November 21 to kick off plan update process, determine hazards to profile, and update critical facilities and infrastructure and other major community asset lists. Launched stakeholder involvement and public outreach effort. Drafted updates to various components of the 2020 LHMP, including the community profile and planning process section.	Project manager, steering committee, and AECOM
December 2024	Conducted an overlay analysis of people and places in hazard areas and determined risks. Reviewed 2020 LHMP mitigation actions and developed a list of draft mitigation actions to include in the 2025 LHMP. Updated the capability assessment and plan maintenance procedures. Held steering committee meeting #2 on December 20 to review draft mitigation actions and the mitigation action prioritization process. Created the Administrative Draft.	Project manager, steering committee, and AECOM
January 2025	Held steering committee meeting #3 on January 13 and presented Administrative Draft for a 2-week review period. Created the Public Review Draft. Notified stakeholders and public of the Public Review Draft. Held a 2-week public comment period from January 27–February 7.	Project manager, steering committee, and AECOM
February 2025	Created the Final Draft and submitted it to Cal OES and FEMA for review.	Project manager
Date TBD	Final Draft approved by FEMA. Final Plan adopted by the County of Mariposa	Project manager
Date TBD	Held steering committee #4 meeting to review plan update procedures and FEMA mitigation grants. Project closeout.	Project manager and AECOM

Key: Cal OES = California Office of Emergency Services; FEMA = Federal Emergency Management Agency; LHMP = Local Hazard Mitigation Plan; TBD = to be determined

Table 2-2: Steering Committee

Mariposa County Department	Name, Title	Involvement
Sheriff's Office – OES	Raquel Sandoval, OES Deputy Coordinator	Served as project manager, attended steering committee meetings, and reviewed the Administrative Draft
Sheriff's Office – OES	Tim Rumfelt, Sergeant, OES Coordinator	Attended steering committee meetings and reviewed the Administrative Draft
Sheriff's Office	Jeremy Briese, Sheriff	Attended steering committee meetings and reviewed the Administrative Draft
Sheriff's Office	Kristie Mitchell, Public Information Officer	Posted public outreach material to the County's website and social media, attended steering committee meetings, and reviewed the Administrative Draft
Administration	Joy Lynch, Administrative Officer	Attended steering committee meetings and reviewed the Administrative Draft
Administration –Public Information	Jeanne Haegele, County Public Information Officer	Attended steering committee meetings and reviewed the Administrative Draft
Auditor	Luis Mercardo, Auditor	Attended steering committee meetings and reviewed the Administrative Draft
County Counsel	Walter Wall, County Counsel	Attended steering committee meetings and reviewed the Administrative Draft
Fire/CAL FIRE	Steve Ward, Chief	Attended steering committee meetings, provided input on 2020 LHMP mitigation actions, and reviewed the Administrative Draft
Health and Human Services Agency	Dr. Kristina Keheley, Director	Attended steering committee meetings and reviewed the Administrative Draft
Health and Human Services Agency – Environmental Health Division	Carolyn Coder, Environmental Health Manager	Attended steering committee meetings and reviewed the Administrative Draft
Health and Human Services Agency – Environmental Health Division (Public Health)	Dr. Mimi Carter, Public Health Officer	Attended steering committee meetings and reviewed the Administrative Draft
Planning Department	Steve Engfer, Director	Attended steering committee meetings, provided mitigation action information, and reviewed the Administrative Draft
Planning Department – GIS	Ben Ogren, Senior GIS Specialist	Attended steering committee meetings, provided GIS datasets, and reviewed the Administrative Draft
Public Works Department	Shannon Hansen, Public Works Director	Attended steering committee meetings and reviewed the Administrative Draft

Key: CAL FIRE = California Department of Forestry and Fire Protection; GIS = geographic information systems; LHMP = Local Hazard Mitigation Plan; OES = Office of Emergency Services

2.2 OPPORTUNITIES FOR STAKEHOLDERS

In addition to the steering committee, the project manager engaged relevant community partners as part of the plan update process. These stakeholders were notified by email on December 6, 2024, of the 2025 LHMP update process and were asked to take a community-wide survey. Two months later, on January 29, 2025, the project manager reached out to the plan's stakeholders again to notify them of the Public Review Draft period. No stakeholder comments were received.

A complete list of stakeholders, as well as stakeholder outreach information, is in Appendix A, and includes the following:

- Neighboring counties, including Madera County, Merced County, Stanislaus County, and Tuolumne County
- State partners, including California Department of Forestry and Fire Protection (CAL FIRE), California Office of Emergency Services (Cal OES) Inland Region, California Highway Patrol, California Department of Transportation (Caltrans), and Sierra Nevada Conservancy
- Tribal governments, including the Southern Sierra Miwuk Nation
- Agencies that have the authority to regulate development, including Yosemite National Park (National Park Service) and Sierra National Forest (U.S. Forest Service)
- Local and regional agencies involved in land conservation, hazard mitigation, and disaster response, including the American Red Cross Central California Region, Central California Animal Disaster Team, Eastern Madera–Mariposa Counties Volunteer Organizations Active in Disasters, Happy Goat, Mariposa County Fire Advisory Committee, Mariposa County Resource Conservation District, Sierra Foothill Conservancy, Sierra Nevada Conservancy, and Yosemite/Sequoia Resource Conservation & Development Council
- Representatives of businesses, academia, and other private organizations, including the John C. Fremont Healthcare District, Mariposa County Chamber of Commerce, Mariposa County Unified School District, Mariposa Public Utilities District, Pacific Gas and Electric Company, and Yosemite Mariposa County Tourism Bureau
- Representatives of nonprofit organizations that work directly with or provide support to underserved populations, including Mariposa Safe Families

2.3 PUBLIC INVOLVEMENT

The County's Public Information Officer posted an announcement about the 2025 LHMP update kickoff and community-wide survey through the County's OES website and social media accounts, on December 6, 2024. In addition, the County also announced the plan update and community-wide survey by creating and distributing flyers throughout the County on December 11 and 12. Flyers were posted to local bulletin boards or left with personnel at the following locations: Mariposa County Library (left copies for their Coulterville/Red Cloud Library and Wawona locations), Mariposa County Health and Human Services Agency, Mariposa County Senior Center, Mariposa County Chamber of Commerce, Mariposa County Veteran's Association, John C. Fremont Healthcare District, Mariposa Post Office, Pioneer Market, Grizzly Gas, High County Health Foods, Bootjack, Ponderosa Basin, Lush Meadows, Midpines Post Office, Mariposa County Courthouse, and the State of California Department of Motor Vehicles–Mariposa Field Office. No comments were received.

The online survey was available for a month, from December 6, 2024–January 6, 2025. Nearly 150 community members completed the 10-question survey, and input from the survey was used to refine the hazard profiles and to create and update mitigation strategies in the 2025 LHMP.

Summary of key data points in survey results include the following:

- Top five hazards and/or disasters that respondents are most concerned about: wildfire (98 percent), winter storm (36 percent), drought (31 percent), extreme heat (25 percent), and flood (14 percent). Additional hazards noted include landslide, extreme winds/Mono Winds, and earthquake.
- Top five types of critical facilities and other major assets that respondents believe are most important to protect/mitigate from hazardous situations and disasters: emergency response (90 percent), communications (77 percent), public works and utilities (61 percent), health services (51 percent), and education (37 percent). Additional critical facilities and major assets noted include government, historic buildings, transportation, childcare, and retail.
- Top five mitigation measures and projects that respondents think Mariposa County should implement: vegetation fuel management (96 percent), property owner grant programs (68 percent), infrastructure improvement programs (55 percent), public education/outreach (44 percent), and community programs (39 percent). Additional mitigation measures and projects noted include required homeowner hazard information, additional Community Emergency Response Team programming, vacant property/absentee property owner defensible space requirements, defensible space/home hardening assistance for underserved populations including seniors, undergrounding powerlines, additional zoning codes to limit development in hazardous areas, and evacuation planning.
- Concern that climate change may create new hazardous situations and/or make existing hazard events or disasters even worse in Mariposa County: very concerned (50 percent), somewhat concerned (25 percent), not concerned (19 percent), and other (6 percent).

On January 27, 2025, the County's Public Information Officer issued a press release on its website and posted flyers about the public review period. No public comments were received. Additionally, on February 4, 2025, the LHMP project manager and consultant made a presentation to the Mariposa County Board of Supervisors (BOS) about the Public Review Draft. The Mariposa County BOS meetings are open to the public in person, by phone, and online. The Mariposa County Sheriff and the Mariposa County Planning Director provided comments in support of the 2025 LHMP. No other public comments were received.

Supporting public outreach material, including website and social media announcements, flyers, and Mariposa County BOS information, can be found in Appendix A.

2.4 Outreach to Underserved Populations

According to the Mariposa County Recreation & Resiliency Plan, Mariposa County's underserved populations include individuals with health risks, low-income households, individuals with disabilities, Latinx community, Indigenous people, older adults, and people experiencing homelessness. These individuals with access and functional needs (such as listed above) are disproportionally affected by disasters. To reach these populations, the County posted and left flyers about the 2025 LHMP and community-wide survey at nearly 20 community-accessible locations throughout the County. In addition, Mariposa Safe Families, which empowers and supports youth, protects children from abuse and neglect, and assists families during emergencies,

and the Southern Sierra Miwuk Nation were invited to participate as stakeholders in the plan update process. Representatives from the County's Health and Human Service Agency, which provides health services, human services, adult protective services, behavioral health services, child welfare services, environmental health, housing services and support, public health, senior services, and veterans services, were also members of the steering committee.

2.5 Review and Incorporation of Existing Studies, Plans, Reports, and Technical Information

A list of the relevant existing studies, plans, reports, and technical information reviewed and incorporated into the 2025 LHMP is provided in Table 2-3. In addition, these sources of information are referenced throughout the plan.

Table 2-3: Existing Studies, Plans, Reports, and Technical Information

Plan/Report	Information to be Incorporated into the 2025 LHMP
Mariposa Creek Parkway Phase IV Special Plan (2024)	Relevant nature-based solutions and green infrastructure information were incorporated into Section 5.0 – Mitigation Strategy.
Science: Anthropogenic warming has ushered in an era of temperature-dominated droughts in the western United States (2024)	Scientific assessments of drought were incorporated into Section 4.1 – Hazard Identification and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
Journal of Climate: Atmospheric Rivers are Responsible for Cyclicity in Sierra Nevada Precipitation (2024)	Scientific assessments of atmospheric rivers were incorporated into Section 4.1 – Hazard Identification.
Cal-Adapt (2024)	Maps of projected change for maximum temperature and precipitation rate were downloaded and analyzed and findings were included in Section 4.1 – Hazard Identification and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
Mariposa County Community Wildfire Protection Plan (adopted 2021, updated 2024)	Relevant hazard information was incorporated into Section 4.0 – Risk Assessment, and relevant goals and wildfire actions were incorporated into Section 5.0 – Mitigation Strategy.
U.S. Environmental Protection Agency: Benefits of Green Infrastructure (2024)	Relevant green infrastructure information was incorporated into Section 5.0 – Mitigation Strategy.
Fifth National Climate Assessment (2023)	Relevant hazard information was incorporated into Section 4.1 – Hazard Identification.
OpenSnow: Snow Levels, Explained (2023)	Relevant hazard information was incorporated into Section 4.1 – Hazard Identification and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
Caltrans' Long-Term Socio-Economic Forecast for Mariposa County (2023)	Estimated population data were used to analyze future growth and development trends.
Scripps Institution of Oceanography: California's Snowline on Track to be	Scientific assessments of climate change and winter storms were incorporated into Section 4.1 – Hazard Identification

Plan/Report	Information to be Incorporated into the 2025 LHMP
1,600 Feet or Higher by Century's End (2023)	and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
NASA Study Finds Climate Extremes Affect Landslides in Surprising Ways (2022)	Scientific assessments of climate change and landslides were incorporated into Section 4.1 – Hazard Identification and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
Protecting Californians from Extreme Heat: A State Action Plan to Build Community Resilience (2022)	Scientific assessments of climate change and extreme heat were incorporated into Section 4.1 – Hazard Identification and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
Scripps Institution of Oceanography: Climate Change Projected to Increase Atmospheric River Flood Damages in the United States (2022)	Scientific assessments of climate change and atmospheric rivers were incorporated into Section 4.1 – Hazard Identification and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
Nature: Mapping the Wildland-Urban Interface in California Using Remote Sensing Data (2022)	Scientific assessments of climate change and atmospheric rivers were incorporated into Section 4.1 – Hazard Identification and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
U.S. Census Bureau 2022 American Community Survey	Estimated population data were used to analyze future growth and development trends.
Mariposa County Recreation and Resiliency Plan (2021)	Resiliency adaptation measures were incorporated into Section 5.0 – Mitigation Strategy.
Center for Disease Control's Drought and Health: Health Impacts of Drought (2020)	Scientific assessments of climate change and drought were incorporated into Section 4.3 – Potential Impacts from Each of the Identified Hazards.
U.S. Census Bureau 2020	Population data were used to analyze population risk.
UCLA Center for Climate Science: Future of Extreme Precipitation in California Project (2020)	Extreme storm and extreme precipitation findings were incorporated into Section 4.1 – Hazard Identification.
2020 Mariposa County Local Hazard Mitigation Plan	This document served as the base plan for the 2025 LHMP update.
NASA's Jet Propulsion Laboratory: Can Climate Affect Earthquakes, Or Are the Connections Shaky? (2019)	Scientific assessments of climate change and earthquakes were incorporated into Section 4.1 – Hazard Identification and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
California's Fourth Climate Change Assessment Sierra Nevada Region Report (2018)	Scientific assessments of climate threats to the Sierra Nevada were incorporated into Section 4.1 – Hazard Identification and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
Lessons of Our Land: Mono Winds (2017)	Relevant hazard information was incorporated into Section 4.1 – Hazard Identification.

Plan/Report	Information to be Incorporated into the 2025 LHMP
Sierra Sun Times: The Dangers of Mono Winds in Yosemite National Park and the Central Sierra Nevada (2016)	Scientific assessment of Mono Winds was incorporated into Section 4.1 – Hazard Identification and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
U.S. Climate Resilience Toolkit (2014)	Scientific assessments of climate change were incorporated into Section 4.1 – Hazard Identification and Section 4.3 – Potential Impacts from Each of the Identified Hazards.
FEMA Flood Insurance Study Mariposa County, CA (2009)	Flood management applications, area studied, and engineering methods of the flood insurance study project were incorporated into Section 4.1 – Hazard Identification.

Key: Caltrans = California Department of Transportation; LHMP = Local Hazard Mitigation Plan; NASA = National Aeronautics and Space Administration; UCLA = University of California, Los Angeles

3.0 COMMUNITY PROFILE

This section provides an overview of Mariposa County, demographics, development trends, and community assets.

3.1 PLANNING AREA, DEMOGRAPHICS AND DEVELOPMENT TRENDS

Mariposa County is in central California, adjacent to the San Joaquin Valley within the central Sierra Nevada. It is known for its scenery, rural lifestyle, and California's crown jewel, Yosemite National Park. It is surrounded by Tuolumne County on the north and east, Madera County on the south, and Merced and Stanislaus counties on the west (Figure B-1). It is 1,463 square miles, with roughly 48 percent covered by national forest and park land; the Sierra National Forest and the Stanislaus National Forest compose 19 percent of the County, and Yosemite National Park makes up 29 percent. Additionally, another 7.8 percent of the County's land is managed by the U.S. Department of the Interior, Bureau of Land Management. The remainder of the County is owned privately and consists of rangelands, chaparral fuel types, oak lands, and pine forests.

Mariposa County is composed of several unincorporated communities that are recognized as Census Designated Places (CDP), as shown in Figure B-2. According to the U.S. Census Bureau, CDPs are statistical representations of unincorporated communities that are well-settled, locally recognized, and identified by name. As shown in Table 3-1 and Figure B-3, according to the 2020 U.S. Census Bureau, about 55 percent of the County's 17,131 residents live in rural settings, with the balance residing in and around various CDPs, hereon referred to as communities.

Table 3-1: Communities Recognized as Census Designated Places in Mariposa County

Name	Square Miles	Acres	2020 Census Population
Bear Valley	2.42	1,547.28	157
Bootjack	3.85	2,464.32	662
Buck Meadows	0.51	329.07	21
Catheys Valley	23.65	15,135.57	829
Coulterville	0.39	250.53	116
El Portal	1.99	1,274.78	29
Fish Camp	0.40	255.28	373
Foresta	0.37	236.70	49
Greeley Hill	23.98	15,346.57	930
Hornitos	1.14	730.84	38
Lake Don Pedro	19.68	12,593.60	1,769
Mariposa (County seat)	4.06	2,598.37	1,535
Midpines	4.33	2,768.55	382
Mt. Bullion	0.60	385.43	155
Wawona	1.07	687.38	111

Name	Square Miles	Acres	2020 Census Population
Yosemite Valley	2.12	1,356.17	337
Yosemite West	0.28	178.84	47
Mariposa County (total)	1,462.82	936,201.67	17,131

Much of the County's underserved populations (as defined in Section 2.4 – Outreach to Underserved Populations and Vulnerable Communities) reside in the north County communities of Coulterville (2020 Census population of 116) and Greeley Hill (2020 Census population of 930) as well as two federally designated Opportunity Zones (2020 Census population of 6,348). Opportunity Zones are low-income Census Tracts that have been identified to incentivize investment and economic development. These communities are shown in Table 3-2 and Figure B-4. Additional vulnerable individuals, including those with physical, developmental, or intellectual disabilities, older adults, and those that are economically disadvantaged or experiencing homelessness, are addressed in Section 3.2 – Community Assets.

Table 3-2: Underserved Populations

Location	Square Miles	Acres	2020 Census Population
Coulterville	0.39	250.53	116
Greeley Hill	23.98	15,346.57	930
Opportunity Zone Census Tract 6043000101	178.96	114,531.40	3,729
Opportunity Zone Census Tract 6043000102	311.98	199,667.37	2,619

Overall, Mariposa County's population has declined steadily for over a decade, from 18,302 in 2010 to 17,020 in 2022 (U.S. Census Bureau 2022 American Community Survey 5-Year Estimates). Part of this decline can be attributed to the County's older population; nearly 30 percent of the County's population is 65 years and older compared to the statewide average of 16 percent. Caltrans' 2023 Long-Term Socio-Economic Forecast for Mariposa County shows that between 2023–2028, the population is forecasted to decline by 430. The decline can be attributed to the fact that the number of deaths in the County will continue to exceed the number of births. In addition, the loss of 160 homes burned in the Oak Fire as well as the conversion of full-time units to short-term rentals has led to net negative housing growth for community members since 2014.

County and Caltrans projections show that on average, 20–30 single-family homes will be built in Mariposa County annually over the next few years. Mariposa County's General Plan manages this growth by facilitating new subdivision activity close to available infrastructure. While the Plan does not preclude more isolated development, the requirement to ensure "development-ready" land results in an isolated subdivider facing some significant economic costs. The economics of developing close to services allows development to grow out from areas with existing infrastructure, including the Town Planning Areas of Catheys Valley, Coulterville, El Portal, Fish Camp, Greeley Hill, Mariposa, Midpines, Wawona, and Yosemite West (Figure B-5).

Table 3-3: Areas of Future Growth and Development

Location	Square Miles	Acres	2020 Census Population
Catheys Valley	23.65	15,135.57	829
Coulterville	0.39	250.53	116
El Portal	1.99	1,274.78	373
Fish Camp	0.40	255.28	49
Greeley Hill	23.98	15,346.57	930
Mariposa	4.06	2,598.37	1,535
Midpines	4.33	2,768.55	382
Wawona	1.07	687.38	111
Yosemite West	0.28	178.84	47

3.2 COMMUNITY ASSETS

A community asset is anything that can be used to improve the quality of community life. For this plan update, community assets within Mariposa County have been categorized as follows:

- Critical facilities and infrastructure that are essential for life, safety, and economic viability and include communication infrastructure, fire and sheriff facilities, government buildings, health services facilities, public works facilities, and infrastructure (solid waste and recycling, utilities, and major transportation infrastructure). In addition, known future critical facilities and infrastructure likely to be under construction or constructed by 2030 are also included in this list. These critical assets, shown in Figures B-6 through B-8, primarily focus on County-owned facilities and infrastructure.
- Major assets, as shown in Figure B-9, are utilized by the community or members of the community and include education facilities, historic places, libraries, parks and recreation facilities, supportive housing facilities, and other.

Table 3-4: Critical Facilities and Infrastructure

Type	Number and Description
Communication	4 telecommunication infrastructure
Fire	16 fire stations
Government	17 buildings and facilities including adult detention facility, probation, veterans' association services, animal control, courthouse, data processing, family support, government center, hall of records, maintenance building, district attorney's office, and department/agency-specific administrative offices.
Health Services	6 facilities including a hospital, community health center, health clinics, family service center, and wellness center
Sheriff	6 Sheriff's facilities, including the Sheriff's offices, dispatch, substations, detective unit, and OES

Type	Number and Description
Solid Waste and Recycling	4 facilities including a landfill/compost/recycling center and transfer stations
Utilities	8 facilities, including wastewater treatment facilities, sewer lift stations, water treatment facility, and wells
Transportation	1 airport, 24 County-maintained bridges, 536.69 linear miles of County-maintained roads, 44.99 linear miles of State Highway 120, 12.32 linear miles of State Highway 132, 64.84 linear miles of Highway 140, 34.89 linear miles of State Highway 41, and 47.58 linear miles of State Highway 49
Future	3 future facilities including the Mariposa Community Recreation Center/Community Resilience Center, Fournier Road Bridge, and Phase III of the Mariposa Creek Parkway

Key: OES = Office of Emergency Services

Table 3-5: Major Assets

Type	Number and Description
Education	10 schools, academies, and district office
Historic	6 including 4 historic facilities and 2 historic districts
Library	5 libraries including 1 main library and 4 branch locations
Parks and Recreation	21 facilities including community centers/halls, clubhouse, senior center, visitor center, recreational areas, fairground, pools, and parks
Other	3 other facilities including a history center, museum, and the SPCA of Mariposa County
Supportive Housing	10 supportive housing facilities including an emergency shelter, emergency housing units, support center, and affordable housing facilities

Key: SPCA = Society for the Prevention of Cruelty to Animals

4.0 RISK ASSESSMENT

This section addresses Element B: Risk Assessment of the Local Mitigation Plan Regulation Checklist.

Element B: Risk Assessment	
B1.	Does the plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement 44 CFR § 201.6(c)(2)(ii))
B1-a.	Does the plan describe all natural hazards that can affect the jurisdiction(s) in the planning area and does it provide the rationale if omitting any natural hazards that are commonly recognized to affect the jurisdiction(s) in the planning area?
B1-b.	Does the plan include information on the location of each identified hazard?
B1-c.	Does the plan describe the extent for each identified hazard?
B1-d.	Does the plan include the history of previous hazard events for each identified hazard?
B1-e.	Does the plan include the probability of future events for each identified hazard? Does the plan describe the effects of future conditions, including climate change (e.g., long-term weather patterns, average temperature, and sea levels), on the type, location, and range of anticipated intensities of identified hazards?
B1-f.	For participating jurisdictions in a multi-jurisdictional plan, does the plan describe any hazards that are unique to and/or vary from those affecting the overall planning area?
B2.	Does the plan include a summary of the jurisdiction's vulnerability and the impacts on the community from the identified hazards? Does this summary also address NFIP-insured structures that have been repetitively damaged by floods? (Requirement 44 CFR § 201.6(c)(2)(ii))
B2-a.	Does the plan provide an overall summary of each jurisdiction's vulnerability to the identified hazards?
B2-b.	For each participating jurisdiction, does the plan describe the potential Impacts from each of the identified hazards on each participating jurisdiction?
B2-c.	Does the plan address NFIP-insured structures within each jurisdiction that have been repetitively damaged by floods?

Key: CFR = Code of Federal Regulations; NFIP = National Flood Insurance Program

4.1 HAZARD IDENTIFICATION

During the first steering committee meeting in November 2024, the project manager and steering committee confirmed the potential hazards to include in the 2025 LHMP. These included the "big three" hazards in California—earthquake, flood, and wildfire—as well as other recurring hazard events and disasters in the County, including landslide, windstorm, and winter storm, and climate-related hazard events, such as drought and extreme heat. Natural hazards not considered for inclusion in the 2025 LHMP, such as hail, ice storm, lightning, tornado, and volcanic activity, were those that do not commonly occur in the planning area and are classified as "relatively low" on the FEMA National Risk Index too.

For each identified hazard, the nature, disaster history, locations of historical hazard events and their extent/severity, probability of future hazards, and how they are impacted by climate change and/or exacerbate additional climate stressors are described. The hazards profiled for the 2025 LHMP are presented alphabetically, not by level of risk, in Tables 4-1 through 4-8. Supporting Figures B-10 through B-19 are provided in Appendix B.

4.1.1 Drought

Table 4-1: Drought Profile

Profile	Description
Nature	Drought is a normal, recurrent feature of virtually all climatic zones, including areas of both high and low rainfall, though the characteristics of droughts will vary significantly from one region to another. Drought differs from normal aridity, which is a permanent feature of the climate in areas of low rainfall. Drought is the result of a natural decline in the expected precipitation over an extended period, typically one or more seasons. Other climatic characteristics impact the severity of drought conditions, including high temperatures, high winds, and low relative humidities. Four common definitions for drought are as follows: • Meteorological drought is defined solely on the degree of dryness, expressed as a departure from actual precipitation from an expected average or normal amount based on monthly, seasonal, or annual time scales. • Hydrological drought is related to the effects of precipitation shortfalls on stream flows and reservoir, lake, and groundwater levels. • Agricultural drought is defined mainly in soil moisture deficiencies relative to the water demands of plant life, usually crops. • Socioeconomic drought associates the supply and demand of economic goods or services with elements of meteorological, hydrologic, and agricultural drought. Socioeconomic drought occurs when the demand for water exceeds the supply due to weather-related supply shortfall. It may also be called a water management drought. A drought's severity depends on numerous factors, including duration, intensity, geographic extent, and regional water supply demands by humans and vegetation. In addition, according to the U.S. Geological Survey, drought is expected to get more frequent, intense, and longer lasting because of climate change.
Location	Drought occurrences are regional and can impact large areas of the State of California, including the western foothills of the Sierra Nevada mountains (including Mariposa County). Therefore, all Mariposa County is vulnerable to drought.
History	Drought is a cyclic part of the climate of California, occurring in both summer and winter, with an average recurrence interval of 3 to 10 years. The driest year to date (since recordkeeping began in 1895) occurred in 2022. The droughts that have occurred in the State of California, including Mariposa County (except when there was no drought for the central Sierra Nevada), over the past 100 years are listed below: • 1917–1921, statewide, except for the central Sierra Nevada and north coast • 1922–1926, statewide, except for the central Sierra Nevada • 1928–1937, statewide • 1943–1951, statewide • 1959–1962, statewide • 1976–1977, statewide, except for the southwestern deserts • 1987–1992, statewide • 2007–2009, statewide • 2012–2017, statewide • 2021–2023, statewide In recent years, drought state emergencies were issued by the California governor from January 17, 2014–April 7, 2017 (Executive Order B-17-2014) and April 12, 2021/May 10, 2021/July 8, 2021/October 19, 2021–February 1, 2023 (Executive

Profile	Description
	Order N-7-22). FEMA has never declared a drought as a major or emergency disaster in the United States.
Extent/ Severity	The National Drought Mitigation Center produces drought monitor maps for the United States. It classifies droughts into five categories from least severe to most severe as follows: • D0 (abnormally dry) • D1 (moderate drought) • D2 (severe drought) • D3 (extreme drought) • D4 (exceptional drought) These maps are updated every week and provide expert-based best judgment on regional-scale drought conditions based on recent precipitation totals across the country compared to their long-term averages. The maps also account for other variables including temperature, soil moisture, water levels in streams and lakes, snow cover, meltwater runoff, and drought impacts such as water shortages and business interruptions. Since the 2020 LHMP was completed in June 2020, Mariposa County was classified as having consistent drought conditions from June 2020 to March 2023. These drought classifications generally ranged from D1 (moderate drought) to D2 (severe drought). However, from early May 2021 to the end of December 2021, the area reached D3 (extreme drought) and D4 (exceptional drought). During the drafting of this plan in the fall of 2024, Mariposa County was classified as having D0 (abnormally dry) drought conditions.
Future Events, Including the Effects of Climate Change	As noted above, drought is a cyclic part of the climate of California, with an average recurrence interval of 3 to 10 years. Drought projections carry more uncertainty when compared to other climate hazards, as climate models tend to differ on precipitation trends. However, a newly published article by the University of California Los Angeles and NOAA found that evaporation plays a bigger role than precipitation in determining drought severity. As a result, new climate model simulations for California, including all of Mariposa County, show that, under a fossil-fueled development scenario that causes climate change, extreme 1-in-1,000-year-plus event droughts (such as that experienced in California from 2020 to 2022) will become a 1-in-60-year event by the mid-twenty-first century and a 1-in-6-year event by the late twenty-first century.

Key: FEMA = Federal Emergency Management Agency; LHMP = Local Hazard Mitigation Plan; NOAA = National Oceanic and Atmospheric Administration

4.1.2 Earthquake

Table 4-2: Earthquake Profile

Profile	Description
Nature	An earthquake is a sudden motion or trembling caused by the release of strain accumulated in or along the edge of Earth's tectonic plates. The effects of an earthquake can be felt far beyond the site of its occurrence. Earthquakes usually occur without warning and can cause massive damage and extensive casualties in a few seconds. Common effects of earthquakes are ground motion and shaking, surface fault ruptures, and ground failure. Ground motion is the vibration or shaking of the ground during an earthquake. Seismic waves radiate when a fault ruptures, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the causative fault or epicenter. Soft soils can amplify ground motions. In addition to ground motion, several secondary natural hazards can occur from earthquakes, including the following: • Surface faulting: Surface faulting is the differential movement of two sides of a fault at the Earth's surface. Displacement along faults varies in terms of both length and width but can be significant (e.g., up to 20 feet), as can the length of the surface rupture (e.g., up to 200 miles). Surface faulting can cause severe damage to infrastructure, including railways, highways, pipelines, tunnels, and dams. • Liquefaction: Liquefaction occurs when seismic waves pass through saturated granular soil, distorting its granular structure and causing some of the empty spaces between granules to collapse. Liquefaction causes lateral spreads (i.e., horizontal movements of 10 to 15 feet most commonly but up to 100 feet), flow failures (i.e., massive flows of soil, typically hundreds of feet but up to 12 miles), and loss of bearing strength (i.e., soil deformations causing structures to settle or tip). Liquefaction can cause severe damage to property. • Landslides/debris flows: Landslides and debris flows occur as a result of horizontal seismic inertia forces induced in slopes by ground shaking. The most common earthquake-induced landslides include shallow, disrupted landslides such as rockfalls, rockslides, and soil slides. Debris flows are created when surface soil on steep slopes becomes completely saturated with water. Once the soil liquefies, it loses its ability to hold together and can flow downhill at very high speeds, taking vegetation and structures with it. Slide risks increase during a wet winter after an earthquake. The most common measure of earthquake intensity used in the United States is the Modified Mercalli Intensity Scale, which measures felt intensity, peak ground acceleration, and instrumental intensity by quantifying how hard the earth shakes in each location. The scale ranges from an intensity of I to X, with the lower numbers of the intensity scale generally dealing with the "manner in which the earthquake is felt by people" while the higher numbers on the scale are based on "observed structural damage." The Modified Mercalli Intensity Scale includes the following: • Intensity I, no shaking felt • Intensity II–III, weak shaking, felt by only a few people (mainly those indoors) • Intensity IV, light shaking, felt noticeably by people indoors and outdoors by a few • Intensity V, moderate shaking, felt by nearly everyone • Intensity VI, strong shaking, felt by all (many frightened) • Intensity VII, very strong shaking, negligible damage in buildings of good design • Intensity VIII, severe shaking, considerable damage in buildings of good design

Profile	Description
	• Intensity IX, violent shaking, great damage in buildings of good design • Intensity X, extreme shaking, some buildings of good design destroyed
Location	A large 30-mile-wide by 224-mile-long fault system, known as the Foothills fault system, terminates in mid-Mariposa County. However, not all this fault system has been mapped by the U.S. Geological Survey, including its undifferentiated faults in Mariposa County. As shown in Figure B-10, there are several nearby mapped faults outside of the County. They include the Black Mountain fault, Calaveras fault zone, Fish Slough fault zone, Foothills fault system, Hartley Springs fault zone, Hilton Creek fault, Long Valley fault zone, Mono Lake fault, Owens River Gorge fault zone, Ortigalita fault zone, O'Neill fault system, Owens Valley fault zone, Pine Rock fault zone, Robinson Creek fault zone, Round Valley fault, Quien Sabe fault, San Andreas fault zone, San Joaquin fault, Silver Lake fault, Southern Sierra Nevada fault zone, West Walker River fault zone, White Mountains fault zone, and several unnamed faults.
History	The California Geological Survey maintains a database of historical earthquake events in California from 1769 to 2015. As shown in Figure B-10, there have been 54 magnitude ≥ 5.0 earthquakes outside of Mariposa County during this period. Four of these earthquakes have magnitude ≥ 6.0: • magnitude 6.8 on April 11, 1872 • magnitude 6.3 on April 10, 1881 • magnitude 6.0 on September 30, 1889 • magnitude 6.0 on May 6, 1910 The federal government has never declared a major or emergency disaster for an earthquake event in Mariposa County.
Extent/ Severity	The California Geological Survey has developed probabilistic seismic hazard maps for earthquake shaking potential for California. The maps refer to an estimate of the probability of exceeding a certain amount of ground shaking or ground motion in 50 years, which is the same as the level of ground shaking with about a 2,500-year average repeat time. The hazard depends on the magnitudes and locations of likely earthquakes, how often they occur, and the properties of the rocks and sediments that the earthquake waves travel through. Regions near major, active faults are shown in orange, red, and pink and experience stronger earthquake shaking more frequently. Regions that are distant from known, active faults are shown in blue, green, and yellow; these areas experience lower levels of shaking and do so less frequently. A probabilistic seismic hazard map depicting a 2 percent probability of exceedance in 50 years (Figure B-11) shows that the entire County is in a potential shake area of ≤ 0.35g PGA and will experience lower (light to moderate) shaking, less frequently. It is important to note that probabilistic seismic hazard maps are constantly changing as newly discovered faults and other updated seismic data are integrated into the PGA algorithms.
Future Events, Including the Effects of Climate Change	In 2013, scientists developed a new earthquake forecast model for California. Known as the third Uniform California Earthquake Rupture Forecast, the model estimates the magnitude, location, and likelihood of an earthquake fault rupture throughout the state. The model, which is still the most recent, shows that the probability of having a nearby earthquake rupture of magnitude ≥ 6.7 over a 30-year period in Mariposa County is less than 0.10 percent and is closer to 0.01 percent in most areas of the County. According to NASA, there is no way of knowing at this point if and where climate-related stress could promote earthquakes.

Key: NASA = National Aeronautics and Space Administration; PGA = peak ground acceleration (expressed as fraction of Earth's gravity, "g")

4.1.3 Extreme Heat

Table 4-3: Extreme Heat Profile

Profile	Description
Nature	Extreme heat refers to temperatures that are well above normal conditions and are consecutive for days and nights for a given area. Because some places are hotter than others, extreme heat temperatures depend on what is considered an average based on historical conditions. In addition, humidity can make it seem hotter than it really is. Ready.gov defines extreme heat as "a period of high heat and humidity with temperatures above 90 degrees for at least two to three days." The U.S. Environmental Protection Agency also refers to a persistent period of unusually hot days as an extreme heat event or heatwave. In addition to extreme heat classifications, the National Weather Service Forecast Office, along with local partners, determines and issues warnings for heat advisories, excessive heat warnings, and excessive heat watches.
Location	Per Climate California, the direct cause of nearly all heatwaves in California is the direct result of a strong high-pressure system that remains stationary for a long period of time, killing off clouds/causing bright sunlight to heat the ground throughout the day and trapping heat, which prevents heat from rising. This phenomenon is often referred to as a "heat dome." Strong, high-pressure systems can extend throughout the state or even several states. Therefore, all of Mariposa County is vulnerable to extreme heat.
History	NOAA's Storm Events Database shows that from January 1, 2000, to October 31, 2024, there were 10 days excessive heat events in Mariposa County. The events occurred in July 2008, September 2017, August 2020, June 2021, September 2021, September 2022, July 2023, July 2024, and August 2024. FEMA has never declared a heatwave as a major or emergency disaster in the United States. The most recent extended heatwave event occurred over a 12-day period in July 2024. The National Weather Service reported afternoon highs of 109 °F–116 °F for July 6–July 8 and July 11–July 12 and afternoon highs of 104 °F–110 °F for July 2–July 5 and July 9, 10, and 13 for the Mariposa–Madera Foothills forecast unit.
Extent/ Severity	According to First Street, a climate risk research and technology nonprofit, Mariposa County currently experiences about seven hot days a year. A hot day in Mariposa County is any day above a "feels like" temperature of 99 °F.
Future Events, Including the Effects of Climate Change	First Street models indicate that Mariposa County is likely to experience 16–17 hot days (≥99 °F) a year by mid-century due to climate change. As shown in Figure B-12, Cal-Adapt models for projected long-term Annual Average Maximum Temperature (change from historical baseline) show that Mariposa County will see an increase in maximum temperature by mid-century (2035–2064) of 4.2 °F–5.0 °F under the medium emissions scenario (RCP 4.5) and an increase in maximum temperature by end of century (2070–2099) of 5.6 °F–6.4 °F under the medium emissions scenario (RCP 4.5). The same models show that the County will experience an increase in maximum temperature by mid-century (2035–2064) of 5.4 °F–6.1 °F under the high emissions scenario (RCP 8.5) and an increase in maximum temperature by end of century (2070–2099) of 8.9 °F–9.8 °F under the high emissions scenario (RCP 8.5).

Key: °F = degrees Fahrenheit; FEMA = Federal Emergency Management Agency; NOAA = National Oceanic and Atmospheric Administration; RCP = Representative Concentration Pathway

4.1.4 Flood

Table 4-4: Flood

Profile	Description
Nature	A flood occurs when the existing channel of a stream, river, canyon, other watercourse, or infrastructure cannot contain or drain excess runoff from rainfall or snowmelt quick enough, resulting in overflow onto adjacent lands. In California, the most serious flooding comes from large storm centers originating in the mid-Pacific Ocean. Known as atmospheric rivers, these storms can bring large amounts of rain and/or snow in a short amount of time. In the Sierra Nevada, approximately 50–80 percent of winter precipitation is derived from atmospheric rivers. Atmospheric rivers generally occur in the fall and winter but are most prevalent during the months of December, January, and February. In the Sierra Nevada, flooding can also occur during the spring from rapid snowmelt.
Location	In Mariposa County, there are two main types of flooding known to occur—riverine and localized flooding. Riverine flooding, also known as overbank flooding, can occur in narrow, confined channels in the steep valleys of mountainous and hilly regions as well as wide, flat areas in plains and coastal regions. The amount of water in the floodplain is a function of the size and topography of the contributing watershed, the regional and local climate, and land use characteristics. Flooding in steep, mountainous areas is usually confined, strikes with less warning time, and has a short duration. Larger rivers typically have longer, more predictable flooding sequences and broad floodplains. FEMA has identified the following riverine flooding sources in Mariposa County: Mariposa Creek, Mariposa River, Merced River—Left Overbank, and the South Fork Merced River. Areas prone to riverine flooding are shown in Figure B-13. Localized flooding occurs when an extreme rainfall event creates a flood independent of an overflowing water body. There are two common types of localized flooding: flash floods and surface water floods. Flash floods are characterized by a rapid rise in water, high velocities, and large amounts of debris. Flash floods can occur in or near burn scar areas, small creeks, and steep terrain. Surface water floods, often known as localized flooding, are generally due to a combination of locally heavy precipitation, increased surface runoff, and inadequate facilities for drainage and storm water conveyance. Such events frequently occur in flat areas and in urbanized areas with large impermeable surfaces, including Coulterville, El Portal, Hornitos, Mariposa, Midpines, and Wawona.
History	According to NOAA's Storm Events Database, from January 1, 2000, to October 31, 2024, there have been 61 flood event days, 51 heavy rain days, and 7 flash flood event days recorded in Mariposa County. Over the last 15 years, the federal government declared seven major disasters and one emergency for heavy rain, flood, and other storm-related events for Mariposa County: • 2010–2011, Winter Storms, Flooding, and Debris and Mudflows (DR 1952) • 2017, Severe Winter Storms, Flooding, and Mudslides (DR 4308) • 2019, Severe Winter Storms, Flooding, Landslides, and Mudslides (DRs 4431 and 4434) • 2022–2023, Severe Winter Storms, Flooding, Landslides, and Mudslides (DR 4683) • 2023, Severe Winter Storms, Flooding, Landslides, and Mudslides (EMs 3591 and 3592)

Profile	Description
	• 2023, Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides (DR 4699)
Extent/ Severity	The magnitude of flooding that is used as the standard for floodplain management in the United States is a flood with a probability of occurrence of 1 percent in any given year. This flood is also known as the 100-year flood (i.e., the base flood). The 100-year flood (1 percent annual chance flood) is identified on FEMA's FIRM as the SFHA, or area at high risk of flooding. As shown in Figure B-13, the 2009 FIRM for Mariposa County identifies 27.39 square miles (1.87 percent) within the SFHA. For most areas within the County that are along rivers and creeks, the SFHA boundaries are based on the amount of water expected to enter the area during a 1 percent annual chance flood. Floods in these areas are generally considered riverine floods and are typically caused by prolonged and/or excessive rainfall from storm events. It is important to note that FIRMs are not designed to account for extreme rainfall events or flooding caused by future conditions. Therefore, these maps likely understate vulnerable localized flood areas prone to intense precipitation caused by climate change.
Future Events, Including the Effects of Climate Change	According to NOAA, in California, atmospheric river events are more frequent and more severe during El Niño years, which currently occur irregularly, but approximately every 2–7 years. Climate modeling shows that atmospheric rivers will continue to become more potent in a warming climate and lead to more extreme precipitation events. UCLA Center for Climate Science models show that by 2070, if greenhouse emission gases keep increasing at a rapid rate, the western Sierra slopes, including Mariposa County, will experience an increase of precipitation in atmospheric river events by up to 40 percent. While scientists know that climate change will increase the intensity and duration (number of days) of atmospheric river events, they do not yet know if it will affect how often atmospheric rivers form. As shown in Figure B-14, Cal-Adapt models for projected long-term Annual Average Precipitation (change from historical baseline) show that Mariposa County will see very little increase in precipitation rate per day under the 2035–2064 medium emissions scenario (RCP 4.5) or under the end of century (2070–2099) medium emissions scenario (RCP 4.5). This is also the case for the high emissions scenario (RCP 8.5) for mid-century (2035–2064). However, by the end of the century under the high emissions scenario (RCP 8.5), the County will see an increase in precipitation rate per day of 0.002–0.01 inches. The increase in rate will mainly occur over the eastern portion of the County.

Key: DR = Major Disaster Declaration; EM = Emergency Declaration; FEMA = Federal Emergency Management Agency; FIRM = Flood Insurance Rate Map; NOAA = National Oceanic and Atmospheric Administration; RCP = Representative Concentration Pathway; SFHA = Special Flood Hazard Area; UCLA = University of California, Los Angeles

4.1.5 Landslide

Table 4-5: Landslide Profile

Profile	Description
Nature	Landslide is a general term for the dislodging and fall of a mass of soil or rocks along a sloped surface or for the dislodged mass itself. The term is used for varying phenomena, including mudflows, mudslides, debris flows, rockfalls, rockslides, debris avalanches, debris slides, and slump-earth flows. Landslides may result from a wide range of combinations of natural rock, soil, or artificial fill. The susceptibility of hilly areas to landslides depends on variations in geology, topography, vegetation, and weather. Landslides may also occur because of indiscriminate development of sloping ground or the creation of cut-and-fill slopes in areas of unstable or inadequately stabilized geologic conditions. In California, landslides range from small, shallow landslides that may mobilize into rapidly moving deadly debris flows to larger, deep-seated landslides that can move entire houses and infrastructure downslope. Cliff collapses and cliff erosion are also concerns along the coast of Northern California. Additionally, debris flows from burned areas after wildfires have become a growing concern across the state.
Location	In 2011, the California Geological Survey created a deep-seated landslide grid map to show the relative likelihood of deep-seated landslides in California. The map combines landslide inventory, geology, rock strength, slope, average annual rainfall, and layers with earthquake shaking potential to create classes of landslide susceptibility (Figure B-15). According to the California Geological Survey, "these classes express the generalization that on very low slopes, landslide susceptibility is low even in weak materials, and that landslide susceptibility increases with slope and in weaker rocks. High landslide susceptibility, classes VIII, IX, and X, includes very steep slopes in hard rocks and moderate to very steep slopes in weak rocks." Land that is most susceptible to deep-seated landsliding is mainly in the western portion of the County; however, the mountainous areas in the eastern portion of the County along the Merced River Canyon and the Yosemite Valley reach the high landslide susceptibility range.
History	Historically, landslides and mudslides have occurred in the Merced River drainage or along the central southwest areas of the County. The costliest slide, known as the Ferguson Landslide, started in April 2006 and remains an active landslide today. This initial event completely buried State Route 140, blocking the primary entrance to Yosemite National Park. A state of emergency was declared for Mariposa County by June 2006. More recently, heavy storms in November 2018 caused several mudslides in the Ferguson Fire burn scar area, and heavy storms in January 2023 caused a rockslide that temporarily closed Highway 140 near Briceburg. Over the last 15 years, the federal government declared seven major disasters and one emergency for landslides, mudslides, and debris and mud flows in Mariposa County: • 2010–2011, Winter Storms, Flooding, and Debris and Mudflows (DR 1952) • 2017, Severe Winter Storms, Flooding, and Mudslides (DR 4308) • 2019, Severe Winter Storms, Flooding, Landslides, and Mudslides (DRs 4431 and 4434) • 2022–2023, Severe Winter Storms, Flooding, Landslides, and Mudslides (DR 4683) • 2023, Severe Winter Storms, Flooding, Landslides, and Mudslides (EMs 3591 and 3592) • 2023, Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides (DR 4699)

Profile	Description
Extent/ Severity	Shallow landslides are generally those that are less than 10 to 15 feet deep. When shallow landslides are sufficiently wet, they may move rapidly and can be highly mobile over long distances. Deep-seated landslides are hundreds to thousands of feet long or wide and only move fractions of an inch per year; however, during heavy rainfall events, a landslide can move several yards a minute or faster. In these areas, rocks have been weakened through faulting and fracturing, uplift, and saturated soils due to heavy or prolonged rainfall. In addition, these slippages can be exacerbated by temperature fluctuation, known as the freeze-thaw cycle, and by ongoing drought conditions, which cause soil-water repellency. As shown in Figure B-15, there are 202.13 square miles (13.82 percent) of land classified as classes VIII, IX, or X that are in a high deep-seated landslide susceptibility area in the County.
Future Events, Including the Effects of Climate Change	Shallow landslides can occur at any time during the winter but are more likely to happen when the ground is nearly saturated, which typically occurs after the first few storms in November and December. However, deep-seated landslides are generally triggered by deep infiltration of rainfall (which can take weeks or months to occur) and therefore tend to occur toward the end of the winter season in March or April. Every federally declared landslide event reported in and around Mariposa County has followed a rain event; therefore, it is assumed that the probability of a future landslide event will be highly tied to rain events. As noted previously, according to NOAA, in California, atmospheric river events are more frequent and more severe during El Niño years, which currently occur irregularly, but approximately every 2–7 years. Climate modeling shows that atmospheric rivers will continue to become more potent in a warming climate and lead to more extreme precipitation events. NASA researchers have found that landslides move on average faster and farther downhill during these rainy periods compared to drought years. It can be assumed that at minimum, the same areas that are vulnerable to landslides will likely remain vulnerable to landslides and potentially faster and larger deep-seated landslide events. Additional areas prone to shallow landsliding may include bare steep-sloped areas that have been recently burned by wildfires, including the French Fire and Oak Fire.

Key: DR = Major Disaster Declaration; EM = Emergency Declaration; NASA = National Aeronautics and Space Administration; NOAA = National Oceanic and Atmospheric Administration

4.1.6 Wildfire

Table 4-6: Wildfire Profile

Profile	Description
Nature	Wildfires spread by consuming flammable vegetation. This type of fire often begins unnoticed, spreads quickly, and is usually signaled by dense smoke that may be visible from miles away. Wildfires can be caused by human activities (e.g., unattended burns, campfires, or off-road vehicles without spark-arresting mufflers) or by natural events such as lightning. Wildfires often occur in forests or other highly vegetated areas. In addition, wildfires can be classified as forest, urban, interface or intermix, and prescribed burns. Topography, fuel, and weather contribute significantly to wildfire behavior and can be used to identify wildfire hazard areas: • Topography describes slope increases, which influence wildfire spread rate increases. South-facing slopes are subject to more solar radiation than slopes facing other directions, so south-facing slopes tend to be drier and thereby intensify wildfire behavior. However, ridge tops may mark the end of wildfire spread because fire spreads more slowly (or may even be unable to spread) downhill. • Fuel refers to the type and condition of vegetation; fuel plays a significant role in wildfire spread. Certain plant types are more susceptible to burning or will burn with greater intensity. Dense or overgrown vegetation increases the amount of combustible material available as fire fuel (referred to as the "fuel load"). The living-to-dead plant matter ratio is also important. Certain climate changes may increase wildfire risk significantly during prolonged drought periods because the moisture content of both living and dead plant matter decreases. Both the horizontal and vertical fuel load continuity are also important factors. • Weather is the most variable factor affecting wildfire behavior. Temperature, humidity, wind, and lightning can affect ignition opportunities and fire spread rate. Extreme weather (such as high temperatures, offshore "Diablo wind" events, and low humidity) can lead to extreme wildfire activity. Climate change increases the susceptibility of vegetation to ignition due to longer dry seasons. By contrast, cooling temperatures and higher humidities often signal reduced wildfire occurrence and easier containment. Wildfire frequency and severity sometimes result from other hazard impacts such as drought and infestations. If not promptly controlled, wildfires may grow into an emergency or disaster. Even small fires can threaten lives and resources and destroy improved properties. In addition to affecting people, wildfires may severely affect livestock and pets. Such events may require emergency water/food, evacuation, and shelter. Indirect wildfire effects can be catastrophic. In addition to stripping the land of vegetation and destroying forest resources, large, intense fires can harm the soil, waterways, and the land itself. Soil exposed to intense heat may lose its capability to absorb moisture and support life. Exposed soils erode quickly and exacerbate river and stream siltation, thereby increasing flood potential, harming aquatic life, and degrading water quality. Vegetation-stripped lands are also more susceptible to increased debris flow hazards.
Location	CAL FIRE's Fire Resource and Assessment Program provides vital data on California's forests and rangelands through various mapping tools, including Fire Hazard Severity

Profile	Description
	Zone (FHSZ) maps. CAL FIRE develops these FHSZ maps using a geospatial model that is designed to describe relative fire hazard potential over the long term (30–50 years) for all areas of the state without considering mitigation. Data inputs for the model include fire history, existing and potential fuel (natural vegetation), predicted flame length, blowing embers, terrain, and typical fire weather for the area. In addition, different steps were taken for modeling FHSZ in wildland areas versus non-wildland areas, as fuel models cannot be applied. Likewise, slightly different rules are applied for mapping in different jurisdictional boundary areas. The FHSZ areas are represented as moderate, high, or very high. They are also divided into Local Responsibility Areas, State Responsibility Areas, and Federal Responsibility Areas. As shown in Figure B-16, the FHSZ steep, rugged mountains and drainages with moderate to heavy vegetation. Communities that are 100 percent within the high–very high FHSZ include Bear Valley, Bootjack, Coulterville, Hornitos, and Mariposa. Mt. Bullion, Buck Meadows, Catheys Valley, Lake Don Pedro, and Yosemite West have at least 95 percent of area in the high–very high FHSZ. Yosemite Valley is in the Federal Responsibility Area and therefore not included in the high–very high FHSZ, but given its location it can be assumed that it is in this hazard area. In addition to FHSZ, the County has developed a wildfire risk rating for each of the County's 23 "Planning Units" or regions based on several factors including community topographic position; fire behavior, fuels, and burn probability; construction and infrastructure; and suppression factors. As shown in Figure B-17, communities in high–very high wildfire risk rating Planning Units include the communities of Bootjack, Coulterville, El Portal, Foresta, Fish Camp, Greeley Hill, Lake Don Pedro, Mariposa, Midpines, Wawona, and Yosemite West.
History	Per CAL FIRE historical records, since 2000, Mariposa County has experienced seven wildfires greater than 10,000 acres. As shown in Figure B-18, they include the following: • August 2001, Creek Fire, 11,095 acres burned • July – August 2008, Telegraph Fire, 34,084 acres burned • July – October 2013, Rim Fire, 256,176 acres burned • July – August 2017, Detwiler Fire, 81,826 acres burned • August – November 2017, Railroad Fire, 12,371 acres burned • July – September 2018, Ferguson Fire, 96,831 acres burned • July – August 2022, Oak Fire, 18,958 acres burned. The federal government declared Fire Management Assistance Declarations for the Rim Fire (FM 5049), Detwiler Fire (FM 5192), Railroad Fire (FM 5202), and Oak Fire (FM 5445).
Extent/ Severity	As shown in Figure B-16, there are 664.61 square miles (45.43 percent) of Mariposa County that are in the high–very high FHSZ. Note that the CAL FIRE FHSZ maps do not include severity zones for Federal Responsibility Areas. Although the Federal Responsibility Area lands are not designated, they are assumed to carry the same designation as neighboring State Responsibility Area designations due to their proximity. In addition, as shown in Figure B-17, there are 352.50 square miles (24.10 percent) of Mariposa County that are in the high–very high wildfire risk rating Planning Units.
Future Events, Including the Effects of	Predicting wildfire frequency and severity is challenging, especially given uncertainty in interannual precipitation and wind events. However, a new report by Climate Central examined heat, dryness, and wind and found that the average fire weather days (defined as when temperatures, relative humidity, and sustained wind speeds

Profile	Description
Climate Change	simultaneously reached certain thresholds for at least 2 of the 24 hours) are increasing across the majority of California. The 2024 report found that from 1973 to 2022, for Central California, including Mariposa County, fire weather days have increased on average from 7–14 fire weather days per year to 14–28 days per year. Because the report focuses on meteorological conditions (including more frequent hot, dry, windy conditions due to climate change), it does not consider changes in vegetation that have occurred over the last 50 years, the increased incidence of dry lightning bursts, or the extent to which development has pushed into undeveloped areas. These and other factors, including drought and extreme heat events, will likely continue to increase wildfire intensity and vulnerabilities (and as such fire weather days) in the County's high–very high FHSZ and high–very high wildfire risk Planning Units and potentially in surrounding areas, such as communities in moderate FHSZ and moderate wildfire risk Planning Units, including Catheys Valley, Lake Don Pedro, Hornitos, and Mt. Bullion. Post-wildfire floods and debris flows may also put additional areas prone at risk, especially in sloped areas burned by recent wildfires, including the French Fire and Oak Fire burn scars.

Key: CAL FIRE = California Department of Forestry and Fire Protection; FHSZ = Fire Hazard Severity Zone; FM = Fire Management

4.1.7 Windstorm

Table 4-7: Windstorm Profile

Profile	Description
Nature	The biggest wind events in Mariposa County come from Mono Winds. Mono Winds are a type of katabatic wind, which are downslope winds. These winds are most prevalent during the colder months from October through April when high pressure systems form over the Great Basin and troughs form near the Pacific Coast. This pressure difference drives wind flow from the northeast across the western slopes of the central Sierra Nevada. As the winds blow downhill and over the Sierra Nevada, they increase in speed, especially as they are "funneled through" tight spaces in the mountains. According to Lessons of Our Land, wind speed can also be increased by jet stream moving in the same direction as surface winds, thereby helping the Mono Winds "mix down" more easily. In addition to Mono Winds, Mariposa County can experience strong winds associated with thunderstorms and winter storms.
Location	Mono Winds affect the western slopes of the central Sierra Nevada, including all of Mariposa County. However, they are most common in Yosemite National Park, where air is funneled through the park's mountainous geography thereby causing strong gusts. Due to terrain variation within the park, it is possible for a Mono Wind event to affect one area of the park and not another.
History	NOAA's Storm Events Database shows that from January 1, 2000, to October 31, 2024, there have been 72 strong wind event days, and 17 thunderstorm wind event days recorded in Mariposa County. In June 2021, the California governor declared a state of emergency for the January 18–19, 2021, Mono Winds event. The event caused significant damage to trees, structures, and infrastructure not only in Yosemite National Park, but throughout the County (mainly the foothill communities, including Lushmeadows [non-CDP community], Jerseydale [non-CDP community], Ponderosa Basin [non-CDP community], Midpines, Bootjack, and Mariposa). The National Weather Service, which recorded winds up to 110 mph in Yosemite National Park, called it a 1-in-10-year event. In April 2023, the federal government declared a major disaster (DR 4699) for Mariposa County for severe winter storms, straight-line winds, flooding, landslides, and mudslides.
Extent/ Severity	Mono Winds can easily reach speeds more than 50 mph and in extreme cases more than 100 mph (National Park Service). As noted above, the January 2021 event produced winds of 110 mph in Yosemite National Park. Mono Winds generally are more common in Yosemite National Park (380.54 square miles/26.01 percent of the County) than they are in the remaining unincorporated areas of the County (1,082.27 square miles/73.99 percent of the County).
Future Events, Including the Effects of Climate Change	According to the National Weather Service, Mariposa County generally experiences one or two weak Mono Wind events a year. However, because the strength of the jet stream can directly impact the intensity of Mono Winds, it can be assumed that as upper jet stream winds accelerate due to climate change, these wind events will become faster, and perhaps more often, too. Therefore, it is likely that Mono Winds will be become more intense (and potentially more frequent) not only in Yosemite National Park, but throughout the County.

Key: CDP = Census Designated Place; DR = Major Disaster Declaration; mph = miles per hour; NOAA = National Oceanic and Atmospheric Administration

4.1.8 Winter Storm

Table 4-8: Winter Storm Profile

Profile	Description
Nature	In a winter storm event, snow, snow mixed with rain, freezing rain, and/or rain may be accompanied by high winds and cold temperatures. A winter storm can range from moderate snowfall over a few hours to blizzard conditions with blinding, wind-driven snow that lasts several days. Some winter storms may be large enough to affect several states, though others may affect only a single community. In more temperate continental climates such as California, these storms are not necessarily restricted to the winter season and may bring wind, rain, and even snow in late autumn and early spring as well. Winter storms in California are not generally associated with extreme cold temperatures and often result in record rainfall. This winter storm profile addresses snow and snow mixed with rain or freezing rain. Flooding and high winds associated with winter storms are addressed in Section 4.1.4 – Flood and Section 4.1.7 – Windstorm.
Location	The higher elevations of Mariposa County are most susceptible to heavy snowfall due to the orographic lifting that occurs as Pacific storms move from lower elevations in the west to higher elevations in the east. According to the National Park Service, and shown in Figure B-19, it is generally cold enough in Mariposa County by early winter for snow to accumulate at elevations ≥ 4,000 feet above sea level. As such, heavy snowfall is primarily concentrated in the mountains (including Fish Camp, Wawona, Yosemite Valley, and Yosemite West), while the foothill areas ≤ 4,000 feet above sea level (including Bear Valley, Bootjack, Buck Meadows, Catheys Valley, Coulterville, El Portal, Greeley Hill, Hornitos, Lake Don Pedro, Mariposa, Midpines, Mt. Bullion, and the floor of Yosemite Valley) generally experience less snow, more rain or snow mixed with rain, and heavy rainfall.
History	According to NOAA's Storm Events Database, from January 1, 2000, to October 31, 2024, there have been 164 winter storm days and 125 heavy snow days in Mariposa County. Most of these events were issued for the South Sierra Mountain zone, while a handful were issued for the South Sierra Foothills zone. Over the last 15 years, the federal government declared seven major disasters and one emergency for winter storms for Mariposa County: • 2010–2011, Winter Storms, Flooding, and Debris and Mudflows (DR 1952) • 2017, Severe Winter Storms, Flooding, and Mudslides (DR 4308) • 2019, Severe Winter Storms, Flooding, Landslides, and Mudslides (DRs 4431 and 4434) • 2022–2023, Severe Winter Storms, Flooding, Landslides, and Mudslides (DR 4683) • 2023, Severe Winter Storms, Flooding, Landslides, and Mudslides (EMs 3591 and 3592) • 2023, Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides (DR 4699)
Extent/ Severity	The National Weather Service winter storm warnings for the Sierra Nevada, including Mariposa County, are generally issued for heavy snow (1 to 2 inches per hour) and gale force winds (sustained winds or frequent gusts between 39 and 54 miles per hour, with ridgetop winds sometimes reaching over 100 miles per hour). Often, winter storm warnings also include an urban and small stream flood advisory for low-lying and poor drainage areas where the snow may turn quickly into freezing rain or rain. As noted

Profile	Description
	above, from January 1, 2000 – October 31, 2024, the National Weather Service has identified 164 winter storm events in Mariposa County that meet the above criteria for the Sierra Nevada. Assuming an early winter snow level in Mariposa County of ≥ 4,000 feet above sea level, 490.09 square miles (33.50 percent) of Mariposa County is likely to experience heavy snowfall while 972.72 square miles (66.50 percent) of Mariposa County is likely to experience snow, snow mixed with rain, or heavy rainfall during a winter storm event.
Future Events, Including the Effects of Climate Change	Based on historical records, Mariposa County can expect to experience on average between six and eight winter storm days annually, with storms occurring at greater frequency during El Niño years (approximately every 2–7 years). However, UCLA's Center for Climate Science climate probabilities in Northern California (including the Western Sierra Nevada) show that by the year 2100 more weather extremes because of climate change will include the following: • Dry-to-wet whiplash will occur 1.25 times more frequently than the 1895 to 2017 frequency rate of four times every 100 years. • Extreme wet years will occur 2.25 times more frequently than the 1895 to 2017 frequency rate of four times every 100 years. • Severe storm sequences will occur five times more frequently than the 1895 to 2017 frequency rate of one every 200 years. These models also reveal that by 2070, if greenhouse emission gases keep increasing at a rapid rate, the western Sierra slopes, including Mariposa County, will experience an increase of precipitation in atmospheric river events by up to 40 percent. As noted by researchers at University of California–San Diego's Scripps Institution of Oceanography, these storms are and will continue to be warmer and generally have higher snow levels than other winter storms. As a result, at very high elevations in the eastern portion of the County, there will likely be more heavy snow events, and at lower elevations in the western portion of the County, there will likely be record rainfall.

Key: DR = Major Disaster Declaration; EM = Emergency Declaration; NOAA = National Oceanic and Atmospheric Administration; UCLA = University of California, Los Angeles

4.2 OVERALL SUMMARY OF VULNERABILITY

A vulnerability analysis evaluates the potential vulnerability of person or a "place" against a broad range of identified hazards, helping identify what is at risk and why. For the 2025 LHMP, a hazard overlay analysis was conducted to show people and places within a hazard area.

Hazards included in this analysis are identified in Section 4.1 – Hazard Identification and include the highest hazard areas for drought, earthquake, extreme heat, flood, landslide, wildfire, windstorm, and winter storm, as follows in Table 4-9.

Table 4-9: Highest Hazard Areas

Hazard	Hazard Area
Drought	Areas that may experience drought
Earthquake	Areas that may experience lower shaking, less frequently
Extreme Heat	Areas that may experience extreme heat
Flood	Areas in the Special Flood Hazard Area
Landslide	Areas with high deep-seated landslide susceptibility
Wildfire	Areas in the high–very high Fire Hazard Severity Zones
	Areas within high–very high wildfire risk rating Planning Units
Windstorm	Areas where Mono Winds are common
	Areas where Mono Winds are most common
Winter Storm	Areas that may experience snow, snow mixed with rain, and heavy rainfall
	Areas that may experience heavy snowfall

People and places considered in this analysis are identified in Sections 3.1 and 3.2 and include the planning area, demographics, development trends, and community assets. More specifically, they include the categories of County and communities, underserved populations, areas of future growth and development, existing and future critical facilities and infrastructure, and other major assets.

For population, a proportional analysis was used to quantify the number of people within the County and unincorporated communities living in a hazard area. For critical facilities and infrastructure (excluding state highways and County-maintained roads) as well as other community assets, a 100-foot buffer point location analysis was used to show assets in a hazard area. For linear assets, including state highways and County-maintained roads, a 100-foot buffer linear analysis shows the number of linear miles of a hazard area.

The overall results of this vulnerability analysis are shown in Tables 4-10 through 4-16.

Table 4-10: Square Miles of Mariposa County and Census Designated Place Communities in Each Hazard Area

Name	Total square miles	Areas that may experience drought	Areas that may experience lower shaking, less frequently	Areas that may experience extreme heat	Areas in the Special Flood Hazard Area	Areas with high deep-seated landslide susceptibility	Areas in the high–very high Fire Hazard Severity Zones	Areas within high–very high wildfire risk rating Planning Units	Areas where Mono Winds are common	Areas where Mono Winds are most common	Areas that may experience snow, snow mixed with rain, and heavy rainfall	Areas that may experience heavy snowfall
Bear Valley	2.42	2.42	2.42	2.42	0.00	0.21	2.42	0.00	2.42	0.00	2.42	0.00
Bootjack	3.85	3.85	3.85	3.85	0.12	0.00	3.85	3.85	3.85	0.00	3.85	0.00
Buck Meadows	0.51	0.51	0.51	0.51	0.00	0.00	0.50	0.51	0.51	0.00	0.51	0.00
Catheys Valley	23.65	23.65	23.65	23.65	0.00	0.09	22.53	0.00	23.65	0.00	23.65	0.00
Coulterville	0.39	0.39	0.39	0.39	0.02	0.00	0.39	0.39	0.39	0.00	0.39	0.00
El Portal	0.37	0.37	0.37	0.37	0.00	0.00	0.01	0.37	0.00	0.37	0.00	0.37
Fish Camp	1.99	1.99	1.99	1.99	0.32	0.74	0.07	1.82	0.24	1.75	1.99	0.00
Foresta	0.40	0.40	0.40	0.40	0.00	0.00	0.35	0.40	0.40	0.00	0.00	0.40
Greeley Hill	23.98	23.98	23.98	23.98	0.46	0.12	14.44	23.34	23.98	0.00	23.98	0.00
Hornitos	1.14	1.14	1.14	1.14	0.05	0.00	1.14	0.00	1.14	0.00	1.14	0.00
Lake Don Pedro	19.68	19.68	19.68	19.68	1.55	0.22	18.69	0.16	19.68	0.00	19.68	0.00
Mariposa (County seat)	4.06	4.06	4.06	4.06	0.09	0.13	4.06	0.42	4.06	0.00	4.06	0.00
Midpines	4.33	4.33	4.33	4.33	0.00	0.26	3.69	4.33	4.33	0.00	4.33	0.00
Mt. Bullion	0.60	0.60	0.60	0.60	0.00	0.00	0.60	0.00	0.60	0.00	0.60	0.00
Wawona	1.07	1.07	1.07	1.07	0.12	0.03	0.28	1.03	0.35	0.73	0.00	1.07

Name	Total square miles	Areas that may experience drought	Areas that may experience lower shaking, less frequently	Areas that may experience extreme heat	Areas in the Special Flood Hazard Area	Areas with high deep-seated landslide susceptibility	Areas in the high–very high Fire Hazard Severity Zones	Areas within high–very high wildfire risk rating Planning Units	Areas where Mono Winds are common	Areas where Mono Winds are most common	Areas that may experience snow, snow mixed with rain, and heavy rainfall	Areas that may experience heavy snowfall
Yosemite Valley	2.12	2.12	2.12	2.12	0.61	0.44	0.00	0.00	0.00	2.12	1.43	0.69
Yosemite West	0.28	0.28	0.28	0.28	0.00	0.01	0.28	0.27	0.27	0.01	0.00	0.28
Mariposa County (countywide total)	1,462.8	1,462.8	1,462.8	1,462.8	27.39	202.13	664.61	352.50	1082.27	380.54	972.72	490.09

Table 4-11: Population of Mariposa County and Census Designated Place Communities in Each Hazard Area

Name	Total population	Areas that may experience drought	Areas that may experience lower shaking, less frequently	Areas that may experience extreme heat	Areas in the Special Flood Hazard Area	Areas with high deep-seated landslide susceptibility	Areas in the high–very high Fire Hazard Severity Zones	Areas within high–very high wildfire risk rating Planning Units	Areas where Mono Winds are common	Areas where Mono Winds are most common	Areas that may experience snow, snow mixed with rain, and heavy rainfall	Areas that may experience heavy snowfall
Bear Valley	157	157	157	157	0	13	157	0	157	0	157	0
Bootjack	662	662	662	662	20	0	662	662	662	0	662	0
Buck Meadows	21	21	21	21	0	0	20	21	21	0	21	0
Catheys Valley	829	829	829	829	0	3	790	0	829	0	829	0
Coulterville	116	116	116	116	6	0	116	116	116	0	116	0
El Portal	29	29	29	29	0	0	1	29	0	29	0	29
Fish Camp	373	373	373	373	61	138	12	341	45	328	373	0
Foresta	49	49	49	49	0	0	43	49	49	0	0	49
Greeley Hill	930	930	930	930	18	5	560	905	930	0	930	0
Hornitos	38	38	38	38	2	0	38	0	38	0	38	0
Lake Don Pedro	1,769	1,769	1,769	1,769	140	20	1,680	15	1,769	0	1,769	0
Mariposa (County seat)	1,535	1,535	1,535	1,535	35	50	1,535	158	1,535	0	1,535	0
Midpines	382	382	382	382	0	23	325	382	382	0	382	0
Mount Bullion	155	155	155	155	0	0	155	0	155	0	155	0
Wawona	111	111	111	111	12	3	29	106	36	75	0	111
Yosemite Valley	337	337	337	337	97	70	0	0	0	337	228	109

Name	Total population	Areas that may experience drought	Areas that may experience lower shaking, less frequently	Areas that may experience extreme heat	Areas in the Special Flood Hazard Area	Areas with high deep-seated landslide susceptibility	Areas in the high–very high Fire Hazard Severity Zones	Areas within high–very high wildfire risk rating Planning Units	Areas where Mono Winds are common	Areas where Mono Winds are most common	Areas that may experience snow, snow mixed with rain, and heavy rainfall	Areas that may experience heavy snowfall
Yosemite West	47	47	47	47	0	1	46	46	46	1	0	47
Mariposa County (countywide total)	17,131	17,131	17,131	17,131	321	2,367	7,783	4,128	12,674	4,457	11,392	5,739

Table 4-12: Number of Underserved Populations in Each Hazard Area

Name	Total population	Areas that may experience drought	Areas that may experience lower shaking, less frequently	Areas that may experience extreme heat	Areas in the Special Flood Hazard Area	Areas with high deep-seated landslide susceptibility	Areas in the high–very high Fire Hazard Severity Zones	Areas within high–very high wildfire risk rating Planning Units	Areas where Mono Winds are common	Areas where Mono Winds are most common	Areas that may experience snow, snow mixed with rain, and heavy rainfall	Areas that may experience heavy snowfall
Coulterville	116	116	116	116	6	0	116	116	116	0	116	0
Greeley Hill	930	930	930	930	18	5	560	905	930	0	930	0
Opportunity Zone Census Tract 6043000101	3,729	3,729	3,729	3,729	130	261	2,954	1,218	3,729	0	3,719	10
Opportunity Zone Census Tract 6043000102	2,619	2,619	2,619	2,619	45	40	2,384	316	2619	0	2,619	0

Table 4-13: Square Miles of Future Growth and Development Areas in Each Hazard Area

Name	Total square miles	Areas that may experience drought	Areas that may experience lower shaking, less frequently	Areas that may experience extreme heat	Areas in the Special Flood Hazard Area	Areas with high deep-seated landslide susceptibility	Areas in the high–very high Fire Hazard Severity Zones	Areas within high–very high wildfire risk rating Planning Units	Areas where Mono Winds are common	Areas where Mono Winds are most common	Areas that may experience snow, snow mixed with rain, and heavy rainfall	Areas that may experience heavy snowfall
Catheys Valley	23.65	23.65	23.65	23.65	0.00	0.09	22.53	0.00	23.65	0.00	23.65	0.00
Coulterville	0.39	0.39	0.39	0.39	0.02	0.00	0.39	0.39	0.39	0.00	0.39	0.00
El Portal	1.99	1.99	1.99	1.99	0.32	0.74	0.07	1.82	0.24	1.75	1.99	0.00
Fish Camp	0.40	0.40	0.40	0.40	0.00	0.00	0.35	0.40	0.40	0.00	0.00	0.40
Greeley Hill	23.98	23.98	23.98	23.98	0.46	0.12	14.44	23.34	23.98	0.00	23.98	0.00
Mariposa	4.06	4.06	4.06	4.06	0.09	0.13	4.06	0.42	4.06	0.00	4.06	0.00
Midpines	4.33	4.33	4.33	4.33	0.00	0.26	3.69	4.33	4.33	0.00	4.33	0.00
Wawona	1.07	1.07	1.07	1.07	0.12	0.03	0.28	1.03	0.35	0.73	0.00	1.07
Yosemite West	0.28	0.28	0.28	0.28	0.00	0.01	0.28	0.27	0.27	0.01	0.00	0.28

Table 4-14: Number of Critical Facilities and Infrastructure in Each Hazard Area

Name	Total number	Areas that may experience drought	Areas that may experience lower shaking, less frequently	Areas that may experience extreme heat	Areas in the Special Flood Hazard Area	Areas with high deep-seated landslide susceptibility	Areas in the high–very high Fire Hazard Severity Zones	Areas within high–very high wildfire risk rating Planning Units	Areas where Mono Winds are common	Areas where Mono Winds are most common	Areas that may experience snow, snow mixed with rain, and heavy rainfall	Areas that may experience heavy snowfall
Communications	4	4	4	4	0	0	4	1	4	0	4	0
Fire	16	16	16	16	1	0	15	10	15	1	15	1
Government	17	17	17	17	0	1	17	2	17	0	17	0
Health Services	6	6	6	6	0	0	5	1	5	1	6	0
Sheriff	6	6	6	6	0	0	6	1	6	0	6	0
Solid Waste and Recycling	4	4	4	4	0	1	4	1	4	0	4	0
Utilities	8	8	8	8	0	0	7	6	7	1	6	2
Future	3	3	3	3	2	0	3	0	3	0	3	0

Table 4-15: Number or Linear Miles of Transportation-Specific Critical Facilities and Infrastructure in Each Hazard Area

Name	Total number or total linear miles	Areas that may experience drought	Areas that may experience lower shaking, less frequently	Areas that may experience extreme heat	Areas in the Special Flood Hazard Area	Areas with high deep-seated landslide susceptibility	Areas in the high–very high Fire Hazard Severity Zones	Areas within high–very high wildfire risk rating Planning Units	Areas where Mono Winds are common	Areas where Mono Winds are most common	Areas that may experience snow, snow mixed with rain, and heavy rainfall	Areas that may experience heavy snowfall
Airport	1	1	1	1	0	0	1	0	1	0	1	0
County-Maintained Bridge	24	24	24	24	6	2	24	13	24	0	24	0
County-Maintained Road	536.69	536.69	536.69	536.69	8.31	4.77	453.75	259.44	530.74	5.96	513.41	23.28
State Highway 120 (linear miles)	44.99	44.99	44.99	44.99	0.62	6.20	0.52	2.20	2.21	42.78	3.17	41.81
State Highway 132 (linear miles)	12.32	12.32	12.32	12.32	0.00	0.25	9.23	2.48	12.32	0.00	12.32	0.00
State Highway 140 (linear miles)	64.84	64.84	64.84	64.84	10.49	3.13	26.49	15.96	48.71	16.12	64.83	0.01
State Highway 41 (linear miles)	34.89	34.89	34.89	34.89	0.93	4.00	1.46	1.97	3.26	31.63	6.81	28.07
State Highway 49 (linear miles)	47.58	47.58	47.58	47.58	0.52	6.12	40.75	25.41	47.58	0.00	47.58	0.00

Table 4-16: Number of Major Assets in Each Hazard Area

Name	Total number	Areas that may experience drought	Areas that may experience lower shaking, less frequently	Areas that may experience extreme heat	Areas in the Special Flood Hazard Area	Areas with high deep-seated landslide susceptibility	Areas in the high–very high Fire Hazard Severity Zones	Areas within high–very high wildfire risk rating Planning Units	Areas where Mono Winds are common	Areas where Mono Winds are most common	Areas that may experience snow, snow mixed with rain, and heavy rainfall	Areas that may experience heavy snowfall
Education	10	10	10	10	0	0	8	4	8	2	10	0
Historic	6	6	6	6	0	0	6	1	6	0	6	0
Library	5	5	5	5	0	0	3	3	2	3	4	1
Parks and Recreation	21	21	21	21	2	0	18	11	19	2	21	0
Other	3	3	3	3	0	0	3	1	3	0	3	0
Supportive Housing	10	10	10	10	0	0	10	1	10	0	10	0

4.3 Potential Impacts from Each of the Identified Hazards

A hazard impact statement describes the social, economic, and environmental influence hazards can have on society. Hazard impact statements have been prepared for each of the eight hazards addressed in this plan that describe how each hazard impacts people and places identified for this plan (Tables 4-17 through 4-24). In addition, each impact statement includes a discussion on how the effects of climate change will affect or magnify each hazard.

4.3.1 Drought

Table 4-17: Potential Impacts from Drought

Type	Potential Impacts
County and Communities	All the County is vulnerable to drought. Drought impacts to the natural environment may include lower surface water and groundwater and an increase in invasive species, land subsidence, wildfire risks, pests and diseases, and ecosystem damage. Drought impacts to the built environment, including people that live there, may include a decrease in water availability, increased water contamination, and implementation of water use restrictions and rate increases. Higher temperatures that can coexist with drought can also exacerbate mental and physical health issues.
Underserved Populations	All underserved populations are vulnerable to drought. Drought impacts to the built environment may include a decrease in water availability, increased water contamination, and implementation of water use restrictions and rate increases. According to the Public Policy Institute of California, such rate increases can disproportionately impact lower-income and fixed-income households, who generally use less water.
Future Growth and Development	Socio-economic data for Mariposa County show that the population is forecasted to fall by 430 between 2023–2028 and that there will be very little development in the County during the same time frame. However, any future growth and development will be vulnerable to drought. Environmental impacts of drought may include lower surface water and groundwater and an increase in invasive plant species and invasive species, land subsidence, wildfire risks, pests and diseases, and ecosystem damage. As new developments will be subject to the 2022 California Building Standards Code, which requires water efficiency, water customers in these buildings may find it easier to stay within their water allocations during droughts. Thus, potentially reducing costs from drought events.
Critical Facilities and Infrastructure	All current and future critical facilities and infrastructure are vulnerable to drought. During periods of drought, the County may have to prioritize water usage for critical facilities over commerce and parks and recreation. Also of particular concern is the region's water supply during drought conditions. The County relies on locally available surface water and groundwater that is vulnerable to water shortages during multiple dry-year periods. State highways, County-maintained roads, and County-maintained bridges may be vulnerable to subsidence and other performance issues associated with drought.
Major Assets	All major assets are vulnerable to drought. Drought impacts to major assets outdoors, such as parks and recreation areas, may include lower surface water and groundwater and an increase in invasive species, land subsidence, wildfire risks, pests and diseases, and ecosystem damage. Drought impacts to major assets such as buildings and facilities may include a decrease in water availability, increased water contamination, and implementation of water use restrictions and rate increases. According to the Public Policy Institute of California, such rate increases can disproportionately impact lower-income and fixed-income households, who generally use less water.

Type	Potential Impacts
Effects of Climate Change	As noted in Section 4.1.1 – Drought, new climate model simulations show that, under a fossil-fueled development scenario, extreme 1-in-1,000-year-plus event droughts (such as that experienced in California from 2020 to 2022) will become a 1-in-60-year event by the mid-twenty-first century and a 1-in-6-year event by the late twenty-first century. As such, all the County, including current and future residents, underserved populations, future growth and development, current and future critical facilities and infrastructure, and major assets, will be vulnerable to extreme and/or prolonged droughts caused by climate change. Increased impacts on current and future residents may include greater water use restrictions, excessive exceedance penalties, and monthly fees, due to decreased water availability. However, newer developments will be subject to the most current building codes and, as such, will likely benefit from increased water efficiency. Higher temperatures that can coexist with drought will likely continue to exacerbate mental and physical health issues (particularly for underserved populations). The County will continue to have to prioritize water usage for critical facilities and major assets. Longer-term drought effects may include an increase in invasive species, land subsidence, wildfire risks, pests and diseases, and ecosystem damage.

4.3.2 Earthquake

Table 4-18: Potential Impacts from Earthquakes

Type	Potential Impacts
County and Communities	A probabilistic seismic hazard map depicting a 2 percent probability of exceedance in 50 years shows that all of Mariposa County is in a potential shake area of ≤ 0.35g PGA and will experience lower shaking, less frequently. Light to moderate earthquake shaking may be felt by some to all. Earthquake impacts may include some unstable objects broken or overturned and the disturbance of trees, poles, and other tall objects.
Underserved Populations	All underserved populations are vulnerable to lower shaking, less frequently. Light to moderate earthquake shaking may be felt by some to all. Earthquake impacts may include some unstable objects broken or overturned and the disturbance of trees, poles, and other tall objects. Underserved populations may reside in housing that is older and of lower physical quality, resulting in greater material losses within and/or to their homes.
Future Growth and Development	Socio-economic data for Mariposa County show that the population is forecasted to fall by 430 between 2023–2028 and that there will be very little development in the County during the same time frame. Any future growth and development will be vulnerable to lower shaking, less frequently. Light to moderate earthquake shaking may be felt by some to all. Earthquake impacts may include some unstable objects broken or overturned and the disturbance of trees, poles, and other tall objects. However, as any new development will be required to adhere to the 2022 California Building Standards Code's seismic codes, these structures should be more resilient against ground motion. Thus, potentially reducing costs and damages from an earthquake event.
Critical Facilities and Infrastructure	All current and future critical facilities and infrastructure are vulnerable to lower shaking, less frequently. Light to moderate earthquake impacts may include some unstable objects broken or overturned and the disturbance of trees, poles, and other tall objects. Certain critical facilities and infrastructure, such as hospitals, must comply with state seismic requirements.
Major Assets	All major assets are vulnerable to lower shaking, less frequently. Light to moderate earthquake shaking may be felt by some to all. Earthquake impacts may include some unstable objects broken or overturned and the disturbance of trees, poles, and other tall objects. Community members in supportive housing may be more vulnerable to earthquake damage because those facilities are often older and of lower physical quality, resulting in greater material losses. In addition, historic buildings may also be more vulnerable to earthquake damage, as they were built before modern building codes with minimum design loads were adopted.
Effects of Climate Change	As noted in Section 4.1.2 – Earthquake, according to NASA, there is no way of knowing at this point if and where climate-related stress could promote earthquakes.

Key: NASA = National Aeronautics and Space Administration; PGA = peak ground acceleration (expressed as fraction of Earth's gravity, "g")

4.3.3 Extreme Heat

Table 4-19: Potential Impacts from Extreme Heat

Type	Potential Impacts
County and Communities	All of Mariposa County is vulnerable to extreme heat. Areas within the County that lack sufficient tree canopy and/or have large amounts of impervious and dark surfaces will be affected by rising temperatures and/or extreme heat the most. Throughout the County, extreme heat impacts may cause power outages, heat-related illnesses and deaths, reduced air quality, and secondary hazards including drought and wildfires. In addition to physical health issues, extreme heat can exacerbate mental health issues.
Underserved Populations	All underserved populations are vulnerable to extreme heat. Extreme heat may cause power outages, heat-related illnesses and deaths, reduced air quality, and secondary hazards including drought and wildfires. Underserved populations may have older housing of lower physical quality, often that is not adequately insulated or equipped with air conditioning, that is more vulnerable to extreme heat. Underserved populations may be unable to cool their homes either due to a lack of in-home cooling and/or because of increased energy costs, which amplify their exposure to heat and respiratory illnesses. In addition to physical health issues, extreme heat can exacerbate mental health issues.
Future Growth and Development	Socio-economic data for Mariposa County show that the population is forecasted to fall by 430 between 2023–2028 and that there will be very little development in the County during the same time frame. Any future growth and development will be vulnerable to extreme heat, especially new developments that contains large amounts of impervious and dark surfaces and little mature tree canopy. Extreme heat may cause power outages, heat-related illnesses and deaths, reduced air quality, and secondary hazards including drought and wildfires. However, new developments may be better designed to withstand heat and may also have backup power systems too. Thus, potentially reducing potential health issues from extreme heat events for those residing in newer buildings.
Critical Facilities and Infrastructure	All current and future critical facilities and infrastructure are vulnerable to extreme heat. Extreme heat may cause power outages, which may compromise systems performance. It may also cause highways and roads to soften and asphalt to deteriorate, and it can lead to economic losses and impede public services and public safety. Extreme heat may also result in secondary hazards including drought and wildfires.
Major Assets	All major assets are vulnerable to extreme heat. Extreme heat impacts may cause power outages, heat-related illnesses and deaths, reduced air quality, disruption in learning and at public events, and secondary hazards including drought and wildfires. Community members in supportive housing may be unable to cool their homes either due to a lack of in-home cooling and/or because they cannot afford the increased energy rates. In addition, the lack of access to cooling may amplify exposure to extreme heat and resulting heat and respiratory illnesses and even exacerbate mental health issues.
Effects of Climate Change	Climate projections for Mariposa County show that the County is likely to experience 16–17 hot days (≥99 °F) a year by mid-century because of climate change. All of Mariposa County will likely be vulnerable to increased extreme heat. Extreme heat-related impacts on current and future residents, as well as the built environment (including current and future critical facilities and major assets), will continue to include power outages, reduced air quality, and secondary

Type	Potential Impacts
	natural hazards such as drought and wildfires. Newer development may be better designed to withstand extreme heat. However, as the frequency and intensity of extreme heat continues to rise with climate change, so will the vulnerability of the County's residents, particularly its underserved populations, as extended periods of high day and nighttime temperature conditions can increase the risk of illness and death from heat exposure.

Key: °F = degrees Fahrenheit; Caltrans = California Department of Transportation

4.3.4 Flood

Table 4-20: Potential Impacts from Floods

Type	Potential Impacts
County and Communities	The FIRM for Mariposa County identifies 27.29 square miles with a 1 percent annual chance of high-risk flooding within County limits. Communities that have mapped high-risk flooding areas, also referred to as SFHAs, include Bootjack, Coulterville, El Portal, Greeley Hill, Hornitos, Lake Don Pedro, Mariposa, Wawona, and Yosemite Valley. Flood impacts may include utility disruption; property damage and property loss; reduced property values; reduced recreational areas and open space; loss of access/disrupted transportation; displacement; secondary hazards such as landslides, mudslides, and chemical spills; and water-related health impacts. Floods can result in trauma, injuries, or even death.
Underserved Populations	Underserved populations that are vulnerable to high-risk flooding within the SFHA live in Coulterville, Greeley Hill, and both Opportunity Zones. Flood impacts may include utility disruption; property damage and property loss; reduced property values; reduced recreational areas and open space; loss of access/disrupted transportation; displacement; secondary hazards such as landslides, mudslides, and chemical spills; and water-related health impacts. Floods can result in trauma, injuries, or even death. Underserved populations may live in older housing of lower physical quality, resulting in more material losses and/or greater damage and destruction from flooding. In addition, underserved populations affected by this hazard may have fewer relative resources to prepare for and recover from flood impacts. They may also be more exposed to floodwater pollutants and therefore water-related illnesses.
Future Growth and Development	Socio-economic data for Mariposa County show that the population is forecasted to fall by 430 between 2023–2028 and that there will be very little development in the County during the same time frame. Future growth and development that will be most vulnerable to flooding will likely be within the SFHA, including Coulterville, El Portal, Greeley Hill, Mariposa, and Wawona, and other low-lying areas. Flood impacts may include utility disruption; property damage and property loss; reduced property values; reduced recreational areas and open space; loss of access/disrupted transportation; displacement; secondary hazards such as landslides, mudslides, and chemical spills; and water-related health impacts. Floods can result in trauma, injuries, or even death. However, new development will be subject to the County's most current zoning codes, which require drainage setbacks, and the 2022 California Building Standards Code's minimum design and construction requirements, which includes improved construction quality and stronger structural integrity. Thus, potentially reducing causalities, costs, and damages from flood events.
Critical Facilities and Infrastructure	Not including transportation facilities and infrastructure, there is one current critical facility and two future critical facilities that may be vulnerable to high-risk flooding within the SFHA. Floods may cause loss of utilities, overwhelm wastewater systems and damage water equipment and structures, cause significant erosion and wash out roads, and lead to secondary hazards including landslides and mudslides. In addition, damage or limited access from floods to and from these facilities and infrastructure as well as throughout the County may impede public services and public safety.

Type	Potential Impacts
	Approximately 12.56 linear miles of state highways, 8.31 miles of County-maintained roads, and six County-maintained bridges are vulnerable to riverine flooding. Flooding may cause significant damage to roads and bridges, including erosion or washout of road sections and road embankments and debris obstructions.
Major Assets	There are two major assets (parks and recreation facilities) vulnerable to high-risk flooding within the SFHA. Floods may damage or destroy buildings and other structures, disrupt learning and public events, cause secondary hazards including landslides and mudslides, and lead to trauma, injuries or even death. Even though there are no supportive housing, education facilities, or historic buildings in the SFHA, these major assets may still be prone to flooding. As such, community members in supportive housing may have fewer relative resources to prepare for and recover from flood impacts. They may also be more exposed to floodwater pollutants and therefore water-related illnesses. In addition, historic buildings may be more vulnerable to flood damage, as they were built before modern building codes with minimum design loads were adopted.
Effects of Climate Change	Climate modeling shows that atmospheric rivers will continue to become more potent in a warming climate and lead to more extreme precipitation events. UCLA Center for Climate Science models show that by 2070, if emission gases keep increasing at a rapid rate, that the western Sierra slopes, including Mariposa County, will experience an increase of precipitation in atmospheric river events by up to 40 percent. These projections indicate that flood risks may be more severe over time, with increased impacts to riverine and creek systems and low-lying areas, such as Bootjack, Coulterville, El Portal, Greeley Hill, Hornitos, Lake Don Pedro, Mariposa, Midpines, Wawona, and Yosemite Valley, and recent French Fire and Oak Fire burn scar areas, including Bookjack, Jerseydale, Mariposa, and Midpines. For County residents that reside in the SFHA or surrounding low-lying areas as well as critical facilities and infrastructure and major assets that are located there, high flow velocity may cause flooding to occur much faster than normal conditions, while high debris flows may carry soil, logs, and large boulders. Both hazards may cause serious damage to the natural and built environment and lead to life-threatening injuries and even death. In addition, underserved populations in and around the SFHA and other low-lying areas within Coulterville, Greeley Hill, and both Opportunity Zones may not live in homes that have floodproofing features (e.g., dry flooding proofing, wet flooding proofing, foundation sealing, sump pumps) to withstand extreme precipitation events. These residents may also not have the financial resources to prepare for or recover from a flood. Newer development near floodprone areas of Coulterville, El Portal, Greeley Hill, Mariposa, and Wawona may also be vulnerable to increased flooding; however, these structures will have been built to the most recent building and zoning codes and may be more resilient to flooding.

Key: FIRM = Flood Insurance Rate Map; SFHA = Special Flood Hazard Area; UCLA = University of California, Los Angeles

4.3.5 Landslide

Table 4-21: Potential Impacts from Landslides

Type	Potential Impacts
County and Communities	The California Geological Survey deep-seated landslide grid map shows that there are 202.13 square miles in the County classified as classes VIII, IX, or X that are high deep-seated landslide susceptibility areas. Communities within this hazard area include Bear Valley, Catheys Valley, El Portal, Greeley Hill, Lake Don Pedro, Mariposa, Midpines, Wawona, Yosemite Valley, and Yosemite West. Landslide impacts may include utility disruption, property damage and property loss, reduced property values, reduced recreational areas and open space, loss of access/disrupted transportation, displacement, and secondary hazards including mudslides and chemical spills. Landslides can result in trauma, injuries, or even death.
Underserved Populations	Underserved populations that are vulnerable to deep-seated landslides live in Greeley Hill and both Opportunity Zones. Landslides can cause loss of utilities, block transportation routes, change landscapes, and damage or destroy buildings and other structures. Rapidly moving water and debris from landslides can lead to trauma, injuries, or even death. Underserved populations may live in older housing of lower physical quality, resulting in more material losses and/or greater damage and destruction from landslides. In addition, they may have fewer relative resources, including insurance and government assistance, to prepare for and recover from landslide impacts.
Future Growth and Development	Socio-economic data for Mariposa County show that the population is forecasted to fall by 430 between 2023–2028 and that there will be very little development in the County during the same time frame. Future growth and development that will be most vulnerable to deep-seated landslides include Catheys Valley, El Portal, Greeley Hill, Mariposa, Midpines, Wawona, and Yosemite West. Landslides can cause loss of utilities, block transportation routes, change landscapes, and damage or destroy buildings and other structures. Rapidly moving water and debris from landslides can lead to trauma, injuries, or even death. However, new developments will be subject to the most current zoning codes, which require slope setbacks, and the 2022 California Building Standards Code for soils and foundations. Thus, potentially reducing casualties, costs and damages from a landslide event.
Critical Facilities and Infrastructure	Not including transportation facilities and infrastructure, there are two critical facilities and infrastructure that are vulnerable to deep-seated landslides. Landslides may damage and/or destroy large areas of land, utilities, and structures and systems, block transportation routes, and cause economic losses. In addition, damage or limited access from landslides to and from these facilities and infrastructure as well as throughout the County may impede public services and public safety. There are no future critical facilities and infrastructure in this hazard area. There are 19.70 linear miles of state highways, 4.77 linear miles of County-maintained bridges, and two County-maintained bridges that are vulnerable to deep-seated landslides. Landslides may cause significant damage to roads and bridges, including land instability, road cuts, and debris obstructions.
Major Assets	There are no major assets located in high deep-seated landslide susceptibility areas.

Type	Potential Impacts
Effects of Climate Change	Researchers are still trying to better understand why landslides react the way they do from increased rainfall and drought, except that they do know that existing landslide-prone areas move faster and farther during rainy periods. It can be assumed that at minimum, the same communities (Bear Valley, Cathey's Valley, El Portal, Greeley Hill, Lake Don Pedro, Mariposa, Midpines, Wawona, Yosemite Valley, and Yosemite West), underserved populations (Greeley Hill and both Opportunity Zones), areas of future growth and development (Catheys Valley, El Portal, Greeley Hill, Mariposa, Midpines, Wawona, and Yosemite West), and critical facilities and infrastructure in deep-seated landslide susceptibility areas will likely remain vulnerable to deep-seated landslides, including potentially faster and larger deep-seated landslide events that may cause even more damage and destruction than detailed above. In addition to changing precipitation regimes, wildfires may also impact occurrence and intensity of landslides, specifically through debris flows. Wildfires followed by extreme precipitation events, or large precipitation years, may exacerbate the likelihood of debris flows, especially in recent burn scar areas with slopes of 20 percent greater in Mariposa, Midpines, Jerseydale, and Bootjack.

4.3.6 Wildfire

Table 4-22: Potential Impacts from Wildfires

Type	Potential Impacts
County and Communities	According to CAL FIRE, 664.61 square miles of Mariposa County is in a high–very high FHSZ (not including the FRA). Communities that are 100 percent within the high–very high FHSZ include Bear Valley, Bookjack, Coulterville, Hornitos, Mariposa, and Mt. Bullion. Buck Meadows, Catheys Valley, Lake Don Pedro, and Yosemite West have at least 95 percent of land area in this hazard area. According to the Mariposa County Community Wildfire Protection Plan, 352.50 square miles of Mariposa County are in a high–very high wildfire risk rating Planning Unit. Communities that are in a high–very high wildfire risk rating Planning Unit include Bootjack, Coulterville, El Portal, Foresta, Fish Camp, Greeley Hill, Lake Don Pedro, Mariposa, Midpines, Wawona, and Yosemite West. Wildfire impacts to the natural environment may include ecological disturbances such as forest destruction and grassland degradation, and intense wildfires could destroy the vegetation and root systems on slopes that serve the dual purpose of absorbing moisture and holding soil in place. Wildfire impacts to the built environment, including people that live there, may include utility disruption, property damage and property loss, reduced property values, reduced recreational areas and open space, loss of access/disrupted transportation, displacement, and secondary hazards including landslides and mudslides. Wildfires can cause smoke-related health issues and result in trauma, injuries, or even death.
Underserved Populations	Underserved populations that are in high–very high FHSZ and high–very high wildfire risk rating Planning Units include those living in Coulterville and Greeley Hill and both Opportunity Zones. Wildfire impacts may include utility disruption, property damage and property loss, reduced property values, reduced recreational areas and open space, loss of access/disrupted transportation, displacement, and secondary hazards including landslides and mudslides. These community members may have fewer relative resources, including insurance and government assistance, to prepare for and recover from wildfire impacts. They may also be more exposed to wildfire pollutants and therefore wildfire and smoke-related illnesses.
Future Growth and Development	Socio-economic data for Mariposa County show that the population is forecasted to fall by 430 between 2023–2028 and that there will be very little development in the County during the same time frame. Future growth and development in Catheys Valley, Coulterville, El Portal, Fish Camp, Greeley Hill, Mariposa, Midpines, Wawona, and Yosemite West may be in high–very high FHSZ. Future growth and development in Coulterville, El Portal, Fish Camp, Greeley Hill, Mariposa, Midpines, Wawona, and Yosemite West may also be in high–very high wildfire risk rating Planning Units. Wildfire impacts to development in these wildfire hazard areas may include utility disruption, property damage and property loss, reduced property values, reduced recreational areas and open space, loss of access/disrupted transportation, displacement, and secondary hazards including landslides and mudslides. However, new developments must meet WUI new construction requirements as defined in the 2022 California Building Standards Code for exterior wildfire exposure. Thus, potentially reducing casualties, costs, and damages from an earthquake event.

Type	Potential Impacts
Critical Facilities and Infrastructure	Not including transportation facilities and infrastructure, there are 58 critical facilities and infrastructure in the high–very high FHSZ. There are three future critical facilities and infrastructure in this hazard area. There are 22 critical facilities and infrastructure that are in a high–very high wildfire risk rating Planning Unit. There are no future critical facilities and infrastructure in this hazard area. Wildfires may cause loss of land, loss of access, loss of utilities or compromised utility performance, structural damage, economic loss, disrupted learning and cancelled public events, and secondary hazards including landslides and mudslides. In addition, damage or limited access from wildfires to and from these facilities and infrastructure as well as throughout the County may impede public services and public safety. Wildfire ash and contaminants can also threaten drinking water. Approximately 78.45 linear miles of state highways, 453.75 linear miles of County-maintained roads, 24 County-maintained bridges, and one airport are in a high–very high FHSZ. In addition, 48.03 linear miles of state highways, 259.44 linear miles of County-maintained roads, and 13 County-maintained bridges are in a high–very high wildfire risk rating Planning Unit. Wildfires can block access, compromise pavement performance, and damage bridges.
Major Assets	There are 48 major assets that are in the high–very high FHSZ and 31 major assets that are in high–very high wildfire risk rating Planning Units. Wildfires may cause loss of land, loss of access, structural damage, economic loss, and secondary hazards including landslides and mudslides. In addition, damage or limited access to and from these major assets may impede public services and public safety. Those in supportive housing within these hazard areas may have fewer relative resources, including insurance and government assistance, to prepare for and recover from wildfire impacts. They may also be more exposed to wildfire pollutants and therefore wildfire and smoke-related illnesses.
Effects of Climate Change	The projected increase of drought and extreme heat events as a result of climate change will likely continue to increase wildfire intensity and vulnerabilities in the County's high–very high FHSZ and high–very high wildfire risk Planning Units (defined above) and potentially in surrounding areas, such as communities in moderate FHSZ and moderate wildfire risk Planning Units, including Catheys Valley, Lake Don Pedro, Hornitos, and Mt. Bullion. As such, communities, vulnerable populations, and future growth and development areas, in all FHSZs and in all wildfire risk rating Planning Units, as well as current and future critical facilities and infrastructure and major assets located there, will likely be at greater risk of utility disruption, property damage and property loss, reduced property values, reduced recreational areas and open space, loss of access/disrupted transportation, displacement, smoke-related health issues, and secondary hazards including post-wildfire floods and debris flows from wildfires. Newer developments and retrofitted/hardened structures with defensible space may be better designed to withstand wildfires. Post-wildfire floods and debris flows may also put additional areas at risk, especially on slopes burned by recent wildfires such as the French Fire and Oak Fire burn scar areas, including Mariposa, Midpines, Jerseydale (non-CDP community), and Bootjack. Post-wildfire floods can cause flooding to occur much faster than normal conditions, while debris flows can carry soil, logs, and large boulders. Both hazards can cause serious damage to the natural and built environment and lead to life-threatening injuries and even death.

Key: CAL FIRE = California Department of Forestry and Fire Protection; CDP = Census Designated Place; FHSZ = Fire Hazard Severity Zone; FRA = Federal Responsibility Area

4.3.7 Windstorm

Table 4-23: Potential Impacts from Windstorms

Type	Potential Impacts
County and Communities	All of Mariposa County is vulnerable to windstorms. The strongest winds in the area, known as Mono Winds, are most common in Yosemite National Park but can affect the rest of the County. Windstorms can cause trees to topple, potentially damage structures and facilities, block roads, and down power lines. They can also cause unsecured objects to become flying debris or projectiles. During these high wind events, power may be temporarily shut off to reduce the risks of wildfires. The de-energization of electrical systems can pose a life-safety risk to residents, particularly those that have medical needs that require medications to be refrigerated or medical devices that require power.
Underserved Populations	All underserved populations are vulnerable to windstorms. Windstorms can cause trees to topple, potentially damaging structures and facilities, block roods, and down power lines. They can also cause unsecured objects to become flying debris or projectiles. During these high wind events, power may be temporarily shut off to reduce the risks of wildfires. Underserved populations may live in older housing of lower physical quality, resulting in more material losses and/or greater damage and destruction from windstorms. In addition, underserved populations affected by this hazard may have fewer relative resources to prepare for and recover from windstorm impacts. The de-energization of electrical systems can pose a life-safety risk to residents, particularly those that have medical needs that require medications to be refrigerated or medical devices that require power.
Future Growth and Development	Socio-economic data for Mariposa County show that the population is forecasted to fall by 430 between 2023–2028 and that there will be very little development in the County during the same time frame. However, any future growth and development will be vulnerable to windstorms. Windstorms can cause trees to topple, potentially damaging structures and facilities, block roads, and down power lines. They can also cause unsecured objects to become flying debris or projectiles. During these high wind events, power may be temporarily shut off to reduce the risks of wildfires. However, new development will be subject to the 2022 California Building Standards Code that includes minimum design and construction requirements, resulting in improved construction quality and stronger structural integrity. Thus, potentially reducing casualties, costs, and damages from windstorm events.
Critical Facilities and Infrastructure	All current and future critical facilities are vulnerable to windstorms. There are three current critical facilities and infrastructure that are in areas where Mono Winds are most common. Windstorms can cause trees to topple, potentially damaging critical facilities and infrastructure, and down power lines. They can also cause unsecured objects to become flying debris or projectiles. During these high wind events, power may be temporarily shut off to reduce the risks of wildfires. In addition, damage or limited access from windstorms to and from these facilities and infrastructure as well as throughout the County may impede public services and public safety. There are 90.53 linear miles of state highways and 5.96 linear miles of County-maintained roads that are in areas where Mono Winds are most common. Windstorms can cause trees to topple, blocking and damaging highways, roads, and bridges.

Type	Potential Impacts
Major Assets	All major assets are vulnerable to windstorms. There are seven major assets that are in areas where Mono Winds are most common. Windstorms can cause trees to topple, potentially damaging structures and facilities, block roads, and down power lines. They can also cause unsecured objects to become flying debris or projectiles. During these high wind events, power may be temporarily shut off to reduce the risks of wildfires, thereby disrupting learning and public events. Underserved populations may live in older housing of lower physical quality, resulting in more material losses and/or greater damage and destruction from windstorms. In addition, underserved populations affected by this hazard may have fewer relative resources to prepare for and recover from windstorm impacts. The de-energization of electrical systems can pose a life-safety risk for some of these residents, particularly those that have medical needs that require medications to be refrigerated or medical devices that require power. In addition, historic buildings may also be more vulnerable to windstorm damage, as they were built before modern building codes with minimum design loads were adopted.
Effects of Climate Change	Because the strength of the jet stream can directly impact the intensity of Mono Winds, it can be assumed that as upper jet stream winds accelerate due to climate change, Mono Winds will also become faster because of climate change. Therefore, it is likely that Mono Winds will be become more intense not only in Yosemite National Park, but throughout the County. As a result, it is likely that the County—including all communities, vulnerable populations, and future growth and development areas—will experience more tree toppling and more flying debris that could damage existing and future critical facilities, infrastructure, and major assets; block roads; and down powerlines. Higher wind events may result in greater temporary power loss pre- and post-wind event, which can pose a life-safety risk to residents, particularly those that have medical needs. Newer developments and retrofitted/hardened structures may be better designed to withstand severe wind and wind damage. This may also be true in areas where trees have been properly planted, pruned, or, if necessary, removed.

4.3.8 Winter Storm

Table 4-24: Potential Impacts from Winter Storms

Type	Potential Impacts
County and Communities	All of Mariposa County is vulnerable to winter storms, which include snow, snow mixed with rain, freezing rain, and/or rain and may be accompanied by high winds and cold temperatures. In Mariposa County, higher elevation communities including Crane Creek, Fish Camp, Wawona, Yosemite Valley, and Yosemite West are most susceptible to heavy snowfall while foothill communities, including Bear Valley, Bootjack, Buck Meadows, Catheys Valley, Coulterville, El Portal, Greeley Hill, Hornitos, Lake Don Pedro, Mariposa, Midpines, Mt. Bullion, and the floor of Yosemite Valley, are more likely to experience less snow and more rain or snow mixed with rain. However, the snow level can rise with a warm front or atmospheric river or fall with the passage of a cold front. Winter storm impacts on the natural environment may include damage to trees and vegetation from heavy accumulation of snow and/or ice and flooding due to heavy rainfall, rapid snowmelt, and log jams. Winter storm impacts on the built environment may include utility disruption, property damage and property loss (specifically roof damage due to heavy accumulation of snow and/or downed trees), loss of access/disrupted transportation, and displacement. People in winter storms may be more vulnerable to vehicular accidents, hypothermia, frostbite, carbon monoxide poisoning, and heart attacks from overexertion. Underserved populations may live in older housing of lower physical quality, resulting in more material losses and/or greater damage and destruction from winter storms. In addition, underserved populations affected by this hazard may have fewer relative resources to prepare for and recover from winter storm impacts. The de-energization of electrical systems can pose a life-safety risk to residents, particularly those that have medical needs that require medications to be refrigerated or medical devices that require power. Finally, isolated communities may have a more difficult time with ingress/egress during winter storms due to impassable or closed roads.
Underserved Populations	All underserved populations in Mariposa County are vulnerable to winter storms. A few areas within Opportunity Zone Census Tract 6043000101 may be most impacted by heavy snow. Winter storm impacts to these community members may include utility disruption, property damage and property loss (specifically roof damage due to heavy accumulation of snow and/or downed trees), loss of access/disrupted transportation, and displacement. Winter storms can create a higher risk of vehicular accidents, hypothermia, frostbite, carbon monoxide poisoning, and heart attacks from overexertion. Underserved populations may live in older housing of lower physical quality, resulting in more material losses and/or greater damage and destruction from winter storms. Underserved populations affected by this hazard may have fewer relative resources to prepare for and recover from winter storm impacts. In addition, the de-energization of electrical systems can pose a life-safety risk to residents, particularly those that have medical needs that require medications to be refrigerated or medical devices that require power. Finally, underserved populations living in more isolated communities may have a more difficult time with ingress/egress during winter storms due to impassable or closed roads.

Type	Potential Impacts
Future Growth and Development	Socio-economic data for Mariposa County show that the population is forecasted to fall by 430 between 2023–2028 and that there will be very little development in the County during the same time frame. However, any future growth and development in Mariposa County will likely be vulnerable to winter storms. Future growth and development in Fish Camp, Wawona, and Yosemite West may be most impacted by heavy snow. Winter storm impacts in these Town Planning Areas may include utility disruption, property damage and property loss (specifically roof damage due to heavy accumulation of snow and/or downed trees), loss of access/disrupted transportation, and displacement. However, new development will be subject to the 2022 California Building Standards Code that includes minimum design and construction requirements, resulting in improved construction quality and stronger structural integrity. Thus, potentially reducing casualties, costs, and damages from winter storm events.
Critical Facilities and Infrastructure	All existing and future critical facilities and infrastructure are vulnerable to winter storms. There are three existing critical facilities and infrastructure that may be most impacted by heavy snow. Winter storm impacts may include utility disruption, property damage and property loss (specifically roof damage due to heavy accumulation of snow and/or downed trees), loss of access/disrupted transportation, and displacement. In addition, damage or limited access from winter storms to and from these facilities and infrastructure as well as throughout the County may impede public services and public safety. There are 69.89 linear miles of state highways and 23.28 linear miles of County-maintained roads that are in areas that may be most impacted by heavy snow, and therefore, vulnerable to route closures and delays.
Major Assets	Winter storm impacts on the natural environment may include damage to trees and vegetation from heavy accumulation of snow and/or ice and flooding due to heavy rainfall, rapid snowmelt, and log jams. Winter storm impacts on the built environment may include utility disruption, property damage and property loss (specifically roof damage due to heavy accumulation of snow and/or downed trees), loss of access/disrupted transportation, disrupted learning and public events, and displacement. Winter storms can create a higher risk of vehicular accidents, hypothermia, frostbite, carbon monoxide poisoning, and heart attacks from overexertion. Underserved populations may live in older housing of lower physical quality, resulting in more material losses and/or greater damage and destruction from winter storms. Those in supportive housing affected by this hazard may have fewer relative resources to prepare for and recover from winter storm impacts. In addition, historic buildings may also be more vulnerable to winter storm damage, as they were built before modern building codes with minimum design loads were adopted.
Effects of Climate Change	Climate models show that the freezing level in the Sierra Nevada is expected to shift as temperatures rise, resulting in a change in precipitation mix. In addition, modeling also shows that atmospheric rivers will continue to become more potent in a warming climate and lead to more extreme precipitation events. As a result, at very high elevations in the eastern portion of the County, there will likely be more heavy snow events, and at lower elevations in the western portion of the County, there will likely be record rainfall. As such, flood risk from winter storms may be more severe over time, with increased impacts to riverine and creek systems and low-lying areas, including Bootjack, Coulterville, El Portal, Greeley Hill, Hornitos, Lake Don Pedro, Mariposa, Midpines, Wawona, and Yosemite Valley. Winter storm impacts from flooding may also become greater for underserved populations in and around the SFHA and low-lying

Type	Potential Impacts
	areas of Coulterville, Greeley Hill, and both Opportunity Zones as well as new development in and around the SFHA and low-lying areas of Coulterville, El Portal, Greeley Hill, Mariposa, Midpines, and Wawona. Winter storm impacts from heavy snowfall may include utility disruption, property damage and property loss (specifically roof damage and/or downed trees), loss of access/disrupted transportation, and displacement. In addition, damage or limited access from winter storms to and from critical facilities and infrastructure and major assets may impede public services and public safety. Winter storm impacts from extreme precipitation may cause loss of utilities; disrupt or limit access; pollute drinking water systems and overwhelm wastewater systems; damage or destroy residential, commercial, and public buildings; cause secondary hazards including landslides and mudslides; and lead to trauma, injuries, or even death.

Key: SFHA = Special Flood Hazard Area

4.4 National Flood Insurance Program

Mariposa County does not participate in the National Flood Insurance Program (NFIP).

5.0 MITIGATION STRATEGY

This section addresses Element C: Mitigation Strategy of the Local Mitigation Plan Regulation Checklist.

Element C: Mitigation Strategy	
C1.	Does the plan document each participant's existing authorities, policies, programs, and resources and its ability to expand on and improve these existing policies and programs? (Requirement 44 CFR § 201.6(c)(3))
C1-a.	Does the plan describe how the existing capabilities of each participant are available to support the mitigation strategy? Does this include a discussion of the existing building codes and land use and development ordinances or regulations?
C1-b.	Does the plan describe each participant's ability to expand and improve the identified capabilities to achieve mitigation?
C2.	Does the plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement 44 CFR § 201.6(c)(3)(ii))
C2-a.	Does the plan contain a narrative description or a table/list of their participation activities?
C3.	Does the plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement 44 CFR § 201.6(c)(3)(i))
C3.-a.	Does the plan include goals to reduce the risk from the hazards identified in the plan?
C4.	Does the plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement 44 CFR § 201.6(c)(3)(ii))
C4-a.	Does the plan include an analysis of a comprehensive range of actions/projects that each jurisdiction considered to reduce the impacts of hazards identified in the risk assessment?
C4-b.	Does the plan include one or more action(s) per jurisdiction for each of the hazards as identified within the plan's risk assessment?
C5.	Does the plan contain an action plan that describes how the actions identified will be prioritized (including a cost-benefit review), implemented, and administered by each jurisdiction? (Requirement 44 CFR §§ 201.6(c)(3)(iii–iv))
C5-a.	Does the plan describe the criteria used for prioritizing actions?
C5-b.	Does the plan provide the position, office, department, or agency responsible for implementing/administrating the identified mitigation actions, as well as potential funding sources and expected time frame?

Key: CFR = Code of Federal Regulations; NFIP = National Flood Insurance Program

5.1 AUTHORITIES, POLICIES, PROGRAMS, AND RESOURCES

Mariposa County's existing authorities, plans, policies, programs, and financial resources available for hazard mitigation are provided in Tables 5-1 through 5-3. Table 5-4 also identifies the County's ability to expand and improve on its hazard mitigation capabilities, when possible.

Table 5-1: Human and Technical Resources for Hazard Mitigation

County Department or Agency	Principal Activities Related to Hazard Mitigation
Administration	The Mariposa County Administrative Officer is appointed by and serves at the pleasure of the Board of Supervisors. The County Administrative Officer provides research, information and recommendations on community issues, including hazard mitigation, and is responsible for implementing the direction of the Board of Supervisors. The County Administrative Officer also serves all of the executive functions of the Board including coordinating the work of County departments, representing the County in the community and at intergovernmental events, and guiding County departments in matters that are the responsibility of the Board.
Board of Supervisors	The Mariposa County Board of Supervisors is the legislative and executive governing body of the County. Within the limits prescribed by state law, the Board's responsibilities include adopting budgets, appointing department heads, and determining County policy enacting ordinances and resolutions.
Fire Department	The Mariposa County Fire Department provides fire protection throughout most of the County. The mission of Mariposa County Fire Department is the preservation of human life; the protection of real and personal property; to provide basic life support, advanced First Aid, and patient care in emergency medical situations; to respond to calls for public service; and to aid in time of need. The Mariposa County Fire Department has 10 fire companies. It delivers fire and life safety education services through its Fire Safety House. The department is supported by the Mariposa County Fire Advisory Committee, which is a multi-stakeholder group that makes recommendations on important topics such as pre-fire coordination, fire prevention education, fire risk reduction, and resource resiliency.
Health and Human Services Agency	The Mariposa County Health and Human Services Agency provides responsive, caring, and supportive services to individuals, families, and the community. In support of hazard mitigation, the Health and Human Services Agency administers a program to help low-income households to manage costs associated with weatherization, educates the community about health issues regarding air pollution, and offers a wide range of community health, environmental health, and behavioral health services.
Planning Department	The Mariposa County Planning Department provides professional planning services through advisory committees, code compliance, community design and development, the General Plan, the development permitting services center, GIS, National Park Service agreements, the Planning Commission, and public hearings and notices. In support of hazard mitigation, the Planning Department ensures building and zone code compliance, produces hazard maps, updates/amends the General Plan, and assists the Planning Commission and the Board of Supervisors with the tasks identified in the Strategic Implementation Work Plan.

County Department or Agency	Principal Activities Related to Hazard Mitigation
Public Works Department	The Mariposa County Department of Public Works is made up of multiple divisions that deliver services to the County, including Airport, Engineering, Fleet Maintenance, Parks and Recreation, Roads Division, Solid Waste and Recycling, Survey, Transportation Planning, Utilities, and the Water Agency Board. Hazard mitigation activities carried out by the department and its divisions include Countywide building maintenance and improvements, road and bridge inspection, County road maintenance (including snow and ice removal) and County road ditch maintenance (including weed control and water drainage), roadside weed spraying, tree mortality mitigation, and drought relief.
Sheriff's Office – OES	The Mariposa County OES is housed under the Mariposa County Sheriff's Office. OES coordinates planning and preparedness, response, and recovery efforts for disasters occurring within the unincorporated area of the County. OES plans, organizes, and attends trainings and exercises to keep knowledge and skills current. In addition, OES writes and updates the County's Emergency Operations Plan and LHMP.

Key: GIS = geographic information systems; LHMP = Local Hazard Mitigation Plan; OES = Office of Emergency Services

Table 5-2: Financial Resources for Hazard Mitigation

Type	Name	Purpose
Local	General Fund	The General Fund is the County's primary fund for resource inflows and outflows that are not associated with special purpose funds.
	General Obligation Bonds	General obligation bonds are appropriately used for the construction and/or acquisition of improvements to real property broadly available to residents and visitors. Such facilities include but are not limited to libraries, hospitals, parks, public safety facilities, and cultural and educational facilities.
	Revenue Bonds	Revenue bonds are used to finance capital projects that: 1) have an identified budgetary stream for repayment (e.g., specified fees, tax receipts); 2) generate project revenue but rely on a broader pledge of General Fund revenues to reduce borrowing costs; or 3) finance the acquisition and installation of equipment for the local jurisdiction's general governmental purposes.
State	California Department of Conservation Regional Forest and Fire Capacity Program	California Department of Conservation Regional Forest and Fire Capacity Program makes available block grants to support regional leadership to "build local and regional capacity and develop, prioritize, and implement strategies and projects that create fire adapted communities and landscapes by improving ecosystem health, community wildfire preparedness, and fire resilience." Regional Forest and Fire Capacity Program block grants support partner capacity, project readiness, implementation of demonstration projects, and regional priority planning to achieve landscape-level and community wildfire resilience.
	CAL FIRE Forest Health Grant Program	The Forest Health Grant Program provides financial assistance for forest restoration projects that restore forest resilience from catastrophic disturbance. Eligible activities include forest fuels reduction, fire reintroduction, reforestation, and utilization of forest biomass.
	CAL FIRE Wildfire Prevention Grants Program	The Wildfire Prevention Grants Program offers financial assistance for local projects in and near fire-threatened communities that focus on increasing the protection of people, structures, and communities. Qualified activities include hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.
	California Department of Water Resources Urban and Multi-Benefit Drought Relief Grant Program	The Urban and Multi-Benefit Drought Relief Program offers financial assistance to address drought impacts for local and tribal governments/special districts "facing the loss or contamination of their water supplies due to the drought, to address immediate drought impacts on human health and safety, and to protect fish and wildlife resources plus other public benefits, such as ecosystem improvements."

Type	Name	Purpose
	California State Water Resources Control Board	California's Drinking Water State Revolving Fund program assists public water systems in financing the cost of drinking water facility and infrastructure projects to achieve or maintain compliance with federal Safe Drinking Water requirements.
	California Strategic Growth Council Community Resilience Center Program	California's Strategic Growth Council's new Community Resilience Center program will fund new construction and upgrades of neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies. The program will also fund year-round services and ongoing programming that builds overall community resilience. Applicants must demonstrate collaboration with community members, involvement with community-based organizations and residents in governance and decision-making, multi-stakeholder partnerships, and accessible Community Resilience Centers providing eligible services and amenities year-round to community residents. This program has been identified in the 2025 LHMP mitigation strategy.
	Caltrans Sustainable Transportation Planning Grants	Caltrans Sustainable Transportation Planning Grants include three grant programs: • Sustainable Communities Grants encourage planning that supports state goals, implements Regional Transportation Plan Sustainable Communities Strategies, and helps achieve the state's greenhouse gas reduction targets. • Climate Adaptation Planning Grants support local and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level adaptation planning to identify adaptation projects and strategies for transportation infrastructure. • Strategic Partnerships Grants identify and address statewide, interregional, or regional transportation deficiencies on the state highway system in partnership with Caltrans.
	State of California Governor's Office of Planning and Research Integrated Climate Adaptation and Resiliency Program's Grant Programs	The Integrated Climate Adaptation and Resiliency Program's Grant Programs provide funding to help fill local, regional, and tribal adaptation planning and resilience needs; provide resources; and support the development of a pipeline of climate resilient projects. Three grant programs in this Integrated Climate Adaptation and Resiliency Program include the Adaptation Planning Grant Program, the Regional Resilience Planning and Implementation Grant Program, and the Extreme Heat and Community Resilience Grant Program.
	State of California Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)	Proposition 84 addresses several broad project areas: water quality; protection of rivers, lakes, and streams; flood control/flood subventions; sustainable communities and climate change reduction; protection of beaches, bays, and coastal waters; parks and natural education facilities; forest and wildlife conservation; and statewide water planning.

Type	Name	Purpose
Federal	FEMA Emergency Management Performance Grant (EMGP)	The EMGP provides financial assistance for local, tribal, and state entities to develop and strengthen their emergency management capabilities and all-hazards preparedness activities. In 2024 national priorities for EMGP included equity, climate resilience, and readiness.
	FEMA Hazard Mitigation Assistance Grants	The Hazard Mitigation Assistance grant program provides technical and financial assistance to help mitigate hazards through the following grants: • Building Resilient Infrastructure and Communities (BRIC): BRIC is an annual competitive pass-through grant program that focuses on reducing the nation's risk by funding public infrastructure projects that increase a community's resilience before a disaster affects an area. BRIC was created in 2020 as part of the Disaster Recovery Reform Act of 2018 and replaces FEMA's legacy Pre-Disaster Mitigation grant program. BRIC funds a wide variety of mitigation activities, including microgrids, flood control, wetland restoration, community relocation/buyouts, seismic retrofits, and nature-based solutions. BRIC Direct Technical Assistance is a non-financial assistance grant program for local hazard mitigation plan development initial support, identifying solutions for specific hazards, assisting with hazard mitigation project planning, requesting application development support, demonstrating cost-effectiveness of a BRIC sub-application submission, and understanding hazard mitigation grant management. • Hazard Mitigation Grant Program (HMGP): HMGP is a pass-through grant program that supports pre- and post-disaster mitigation plans and projects for state and local agencies and federally recognized tribal governments. HMGP funding is authorized with a Presidential Major Disaster Declaration. A governor or tribal chief executive may request HMGP funding when submitting a disaster declaration. The amount of funding made available to the applicant is generally 15 percent of the total federal assistance amount provided for recovery from the Presidential Major Disaster Declaration. • HMGP Post Fire: HMGP Post Fire is a pass-through grant program that provides funding for state and local agencies and federally recognized tribal governments to reduce wildfire risks. Funded projects include (but are not limited to) defensible space initiatives, ignition-resistant construction, hazardous fuels reduction, erosion control measures, slope failure prevention measures, and flash flooding prevention. HMGP Post Fire grants are available to eligible states and territories that receive Fire Management Assistance declarations and to federally recognized tribal governments that have land burned within a designated area. A Post Fire Presidential Disaster Declaration is not required to activate funding. Funding amounts are determined by FEMA and are based on a national aggregate calculation of historical Fire Management Assistance Grant declarations over the past 10 years.
	U.S. Bureau of Reclamation: WaterSMART Cooperative	The WaterSMART Cooperative Watershed Management Program provides funding to develop collaborative solutions to address water management needs. Funding is provided on a competitive

Type	Name	Purpose
	Watershed Management Program	basis for the development of watershed groups, watershed restoration planning, and watershed management project design.
	U.S. Department of Agriculture: Natural Resources Conservation Service Watershed Programs	The Natural Resources Conservation Service Watershed Programs provide technical and financial assistance to help implement conservation practices that address watershed resource concerns through the following grant programs: • Emergency Watershed Protection Program: Offers technical and financial assistance to help relieve imminent threats to life and property caused by floods, fires, windstorms, and other natural disasters that impair a watershed. Emergency Watershed Protection Program grants are available to local agencies, conservation districts, federally recognized tribal governments, and interested public and private landowners that have a sponsor. • Watershed Protection and Flood Prevention Program: Provides technical and financial assistance to help plan and implement watershed programs, including flood prevention. It is available to state and local agencies, federally recognized tribal governments, and watersheds that are 250,000 acres and smaller.
	U.S. Department of Housing and Urban Development: Community Development Block Grant	Although limited, Community Development Block Grant funds may be used to advance certain adaptation projects or programs, particularly those within a neighborhood revitalization strategy area or serving disadvantaged residents. Following a federal disaster declaration, additional Community Development Block Grant funds generally become available for a wider variety of recovery projects.
	U.S. Economic Development Administration: Economic Adjustment, Disaster Recovery, and Public Works Programs	The U.S. Economic Development Administration provides funding through three primary funding programs focused on overcoming economic changes, disaster recovery, and public works that advance economic development goals in the region's adopted comprehensive economic development strategy.
	U.S. Forest Service: Community Wildfire Defense Grant	The U.S. Forest Service's Community Wildfire Defense Grant, funded through the Bipartisan Infrastructure Law, is intended to help at-risk local communities and tribes reduce the risk against wildfire. The grant provides funding for two types of projects: the development and revision of community wildfire protection plans and the implementation of projects described in community wildfire protection plans that were written less than 10 years ago. Priority is given to at-risk communities in an area identified as having high or very high wildfire hazard potential, that are low-income, and/or have been impacted by a severe disaster.

Key: BRIC = Building Resilient Infrastructure and Communities; CAL FIRE = California Department of Forestry and Fire Protection; Caltrans = California Department of Transportation; EMPG = Emergency Management Performance Grant; FEMA = Federal Emergency Management Agency; HMGP = Hazard Mitigation Grant Program; LHMP = Local Hazard Mitigation Plan

Table 5-3: Planning, Policy, Program, and Public Outreach Resources for Hazard Mitigation

Type	Name	Description
Plan	Mariposa County Community Wildfire Protection Plan (2021, most recently updated in 2024)	The Mariposa County Community Wildlife Protection Plan is the County's primary planning document for preparing for wildfires. The plan provides strategies to minimize negative wildfire impacts to people and property, manage forest health, restore ecological balance, and increase response and suppression capabilities. The plan was most recently updated in 2024.
	Mariposa County Recreation & Resiliency Plan (2021)	The Mariposa County Recreation & Resiliency Plan outlines the community's desires for recreation and details how to build and take care of new and existing parks, trails, and open spaces. The plan also looks at ways to deal with climate change by protecting the environment and adapting to both anticipated and real impacts. The plan explores strategies to use parks and recreation resources in reducing the risk and impacts of wildfire, support response activities, and address the impacts of a changing climate on our landscape. The plan addresses these issues through a parks and recreation system that promotes the County's health, economy, and community-building objectives.
	Mariposa Creek Parkway Master Plan (2019)	The Mariposa Creek Parkway Master Plan guides the implementation of a recreational and civic amenity for both locals and tourists. It establishes a vision for a much larger and interconnected regional trail system that will boost economic development in Mariposa County through recreation-oriented transactions, while also serving a range of environmental restoration and enhancement objectives through nature-based solutions.
Plan	Mariposa County Emergency Operations Plan (2018)	The Mariposa County Emergency Operations Plan is a multi-discipline, all-hazards plan that establishes a single, comprehensive framework for the management of extraordinary incident, disaster, or emergency situations associated with natural, technological, and human-caused emergencies affecting Mariposa County. The Emergency Operations Plan contains a hazard annex that identifies actions that may need to be taken during the preparation, response, and short-term recovery phases for a variety of identified hazards and threats to Mariposa County. The Emergency Operations Plan is an extension of the California Emergency Plan. Mariposa County will review and exercise the plan periodically and revise as necessary to meet changing conditions.
	CAL FIRE Madera Mariposa Merced Unit Strategic Fire Plan (2014, most recently updated in 2024)	The Madera-Mariposa-Merced Unit's Strategic Fire Plan identifies strategic goals and objectives that target reduction of wildfire within the boundaries of the Unit. This plan "seeks to improve operational effectiveness, scale to budgetary and fiscal circumstances, foster a healthy ecosystem and improve firefighter safety by identifying working projects specific to each Battalion within the Unit."
	Mariposa County Drought Preparedness Plan (2014)	The Mariposa County Drought Preparedness Plan (Phase 1) provides information to water purveyors, business owners (including agricultural businesses), and County residents to assist them in responding to droughts. It is noted that purveyors and individuals will all be affected differently by the drought, depending on their supply sources.

Type	Name	Description
	Mariposa County General Plan (2006, most recently updated in 2019)	The Mariposa County General Plan provides the long-range vision and policy direction for what the County is and wants to become. The plan was adopted in 2006 and amended in 2019. The County's general plan consists of four volumes: Volume I – Mariposa County Wide General Plan; Volume II – Area Plans and Interim Land Use; Volume III – Technical Background Report; and Volume IV – Final Environmental Impact Report. Chapter 16 in Volume I – Mariposa County Wide General Plan contains the Safety Element. This chapter focuses on reducing human injury, loss of life, property damage, and economic and social dislocation caused by natural and human-made disasters.
Policy	Mariposa County Code – Title 15 Building and Construction	Title 15 of the Mariposa County Code enforces the 2022 California Buildings Standards Code. The California Building Code outlines regulations for building planning and construction in California and includes occupancy classification, structural design (seismic requirements), building materials, and fire-resistance "WUI" requirements. Building permits are required by both the California Residential Code and the California Building Code, resulting in structural/seismic design requirements for residential and non-residential buildings and structures. Applications for permits include plans and supporting documentation showing seismic design compliance. Structural design is typically accomplished by a Registered Engineer. Plans are reviewed and approved by professional plan review staff. Inspections are accomplished by County inspection staff. Additionally, special inspection/material testing and structural observation may be accomplished by qualified third-party inspection agencies and the project engineer as required.
	Mariposa County Code – Title 17 Zoning	Title 17 of the Mariposa County Code implements the Countywide General Plan and all specific plans; establishes principal zones within the boundaries of Mariposa County; establishes the basic regulations governing the use of land, buildings, or structures; establishes parcel or lot size; establishes improvement standards; provides a guide for the growth and development of the County of Mariposa in accordance with the Countywide General Plan and all specific plans; secures for the citizens of Mariposa County the advantages resulting from the orderly planned use of its land resources to prevent the overburdening of land and to avoid excessive concentration of population; protects and enhances the quality of life in Mariposa County; and promotes the stability of existing land uses and protects them from incompatible and harmful intrusions. The Supplementary Development Standards (Code 17.336) addresses setbacks from drainage ways, hillside development, and grading.
Program	Cooling Centers	Mariposa County uses its libraries as cooling centers during periods of extreme heat. The Mariposa County Health and Human Services Agency also provides support for other heat-related issues, including transport to cooling centers. In addition, the Mariposa County Parks and Recreation Division has opened all three pools for heat relief.
	Weatherization Program	Mariposa County Health and Human Services Agency administers a free weatherization program for low-income property owners and renters to help make their homes more airtight and energy

Type	Name	Description
		efficient. The most common types of weatherization include sealing holes and cracks, insulating, weather stripping, fixing windows, installing water heater blankets, and making sure heating and air conditioning systems are working correctly.
	Tree Mortality Mitigation and Roadside Weed Spraying Programs	The Mariposa County Public Works Department actively manages vegetation along the 600 miles of public roads it maintains through control utilizing chemical means. In addition, the department has a tree mortality program to remove hazardous trees along County-maintained roadways and properties.
Public Outreach	News and Notifications	Mariposa County provides community updates, announcements, and alerts through the following: • "Newsroom" press releases: https://www.mariposaCounty.org/2385/Newsroom • Social media including Facebook (https://www.facebook.com/mariposaCountyca/) and Instagram (https://www.instagram.com/mariposa_County/) • Emergency Alert Program notifications: https://member.everbridge.net/892807736729447/login • "Notify Me" emails: https://www.mariposaCounty.org/list.aspx
	Print and Downloadable Materials	Mariposa County OES created an Interactive Emergency Preparedness Calendar (https://www.mariposaCounty.org/DocumentCenter/View/97709/OES-Interactive-Preparedness-Calendar-for-Webpage?bidId=) to help prep for the seasonal hazards Mariposa County faces.
	Community Surveys	Mariposa County surveys its residents to hear from representative samples of the community to understand public sentiments. Through the National Community Survey (formerly the National Citizen Survey), the County is able to see how its results compare to similar communities and how resident perceptions have changed over time. Surveys and survey results are posted on the County's website: https://www.mariposaCounty.org/2107/Surveys
	Education Programs	The Mariposa County Fire Department Safety House (https://www.mariposaCounty.org/649/Safety-House) is a public education tool that graphically demonstrates how the public should prepare and react in the event of a fire. It serves as an aid to minimize the chance of injuries and prevent loss of life and property. The Fire Safety Trailer staff show people how to identify fire hazards, how to take preventive measures, and how to implement emergency preparedness.
	Open Data	The Mariposa County GIS Hub Site (https://mariposa-County-public-gis-data-portal-mariposaCounty.hub.arcgis.com/) is the County's public platform for exploring, visualizing, and downloading location-based Open Data including hazard-related information.

Key: CAL FIRE = California Department of Forestry and Fire Protection; GIS = geographic information systems; LHMP = Local Hazard Mitigation Plan; OES = Office of Emergency Services

Table 5-4: Ability to Improve On/Expand Resources

Capability	Type/Description	Expansion
Human and Technical	CivicSpark Fellowship	Mariposa County could promote the CivicSpark Fellowship and encourage community members/County employees to apply for the CivicSpark Fellowship or host a CivicSpark Fellowship to help with County resilience projects. CivicSpark is an AmeriCorps program that builds local government and community capacity to address "emerging and entrenched community resilience challenges." Fellows spend between 6 and 11 months with government agencies and community organizations to help implement sustainability and resilience projects. In California, over 1,000 Fellows have completed more than 300 projects, providing over 1 million hours of service over the past decade.
Financial	HMGP Notice of Intent	Mariposa County may prepare Notices of Intent, which are accepted by Cal OES Hazard Mitigation on an ongoing basis for future HMGP funding opportunities. According to Cal OES, a Notice of Intent is intended to provide an opportunity for eligible sub-applicants to propose well-defined mitigation actions that reduce risk to life and property from future natural hazards.
Planning, Policy, Program, and Public Outreach	Mariposa County General Plan – Section 16 Safety Element	Mariposa County intends to update its Mariposa County General Plan's Section 16 – Safety Element in 2026. According to the California Office of Planning and Research, a Safety Element "must identify hazards and hazard abatement provisions to guide local decisions related to zoning, subdivisions, and entitlement permits. The safety element should also contain general hazard and risk reduction strategies complementary with those of the LHMP." This planning effort has been identified in the 2025 LHMP Mitigation Strategy.
Planning, Policy, Program, and Public Outreach	Public Education Campaign by Emergency Management Phase	Mariposa County could develop a campaign that educates the public on steps that can be taken during each emergency management phase of a disaster (mitigation, preparedness, response [for both evacuation and sheltering in place], and recovery) for each hazard identified in this LHMP. Educational material could include how to recognize warnings and alerts, make an emergency plan, review important documents, strengthen your home and know of hardening resources, stay safe, shelter in place, know your evacuation zone and evacuation routes, and know where to shelter when evacuated (including where to take large and small animals). This outreach effort has been identified in the 2025 LHMP Mitigation Strategy.
Planning, Policy, Program, and Public Outreach	Community Resilience Centers and climate resilience programming and community engagement	Mariposa County can apply for a state grant to create a Community Resilience Center and implement climate resilience programming and community engagement. According to California's Strategic Growth Council, a new Community Resilience Center program will fund new construction and upgrades of neighborhood-level resilience centers to

Capability	Type/Description	Expansion
		provide shelter and resources during climate and other emergencies. The program will also fund year-round services and ongoing community outreach programming that build overall community resilience. Applicants must demonstrate collaboration with community members, involvement with community-based organizations and residents in governance and decision-making, participation in multi-stakeholder partnerships, and provision of accessible Community Resilient Centers providing eligible services and amenities year-round to community residents. This program has been identified in the 2025 LHMP Mitigation Strategy.

Key: Cal OES = California Office of Emergency Services; HMGP = Hazard Mitigation Grant Program; LHMP = Local Hazard Mitigation Plan

5.2 National Flood Insurance Program Participation

The NFIP aims to reduce the impact of flooding on residential and non-residential buildings by providing insurance to property owners and encouraging communities to adopt and enforce floodplain management regulations. Participation in the NFIP is based on an agreement between local communities and the federal government. As noted in Section 4.4 – National Flood Insurance Program, Mariposa County does not participate in the NFIP.

5.3 Mitigation Goals

Mitigation goals are defined as general guidelines that explain what Mariposa County wants to achieve in terms of hazard mitigation and loss prevention. Goal statements are typically long-range, policy-oriented statements representing a community-wide vision.

These 2025 LHMP goals are based on goals identified in the Mariposa County Community Wildfire Protection Plan (CWPP), except that the goals are "all hazard" goals instead of wildlife-specific goals.

1. Inclusivity. Reduce hazard and disaster risk from drought, earthquake, extreme heat, flood, landslide, wildfire, windstorm, and winter storm to the County by identifying communities at risk and including their needs in the planning process.
2. Safety. Improve public and first responder safety through coordinated planning, education, and response measures.
3. Adaptation. Reduce the vulnerability of structures, critical infrastructure, and other values at risk to minimize losses and damage from hazard events and disasters, including drought, earthquake, extreme heat, flood, landslide, wildfire, windstorm, and winter storm, and improve local recovery.
4. Resilience. Increase the resilience of the environment to environmental shifts anticipated from climate change through innovative and long-term actions.
5. Collaboration. Provide an effective framework for partners and agencies to collaborate, leverage expertise, and prioritize projects on a regularly established schedule.
6. Action. Implement and track the 2025 LHMP to leverage successes for funding opportunities and resources.
7. Alignment. Align with relevant local, County, state, and federal plans to reinforce mutually compatible hazard and disaster risk reduction goals.

5.4 Potential Mitigation Actions

Mitigation actions—also known as mitigation projects—are strategies that help achieve the goals of an LHMP. Mitigation actions can include structure and infrastructure projects, nature-based solutions, and community resiliency projects and programs. Table 5-5 lists the potential mitigation actions developed for the 2025 LHMP, based on the following:

- 2020 LHMP mitigation strategy
- Mariposa Creek Parkway Master Plan
- Mariposa County CWPP
- Mariposa County Recreation & Resiliency Plan
- Additional state and federal mitigation programs

- 2022–2023 Hazard Mitigation Grant Program (HMGP) post-award grant information in California
- FEMA success stories and best management practices

As shown in Table 5-5, at least one mitigation action has been developed to address each hazard profiled in this plan. The actions are not listed in any order. Detailed information about each action, including an overview of the project, the hazards and goals it addresses, the type of asset it protects, the associated benefits and costs, and project example(s) are provided in Appendix C.

Table 5-5: Summary of Draft Mitigation Actions

Number	Mitigation Action
1	Fuel Management Projects
2	Home Hardening Initiative
3	Hazardous Tree Removal Program
4	Community Resilience Centers and Climate Resilience Awareness
5	Tree Planting in Opportunity Zones, Other Underserved Communities, and Burn Scar Areas
6	Streambank and Slope Stabilization Measures
7	Public Education Campaign by Emergency Management Phase
8	Mariposa Creek Parkway Nature-Based Solutions and Green Infrastructure Projects
9	Auxiliary Power for Critical Facilities and Infrastructure
10	All Hazard Planning Code/Safety Element Update

5.5 FINALIZED MITIGATION ACTION PLAN

To help choose which mitigation actions to take on first, the steering committee reviewed and loosely rated each mitigation action as medium or high priority based on factors such as project enhancement, readiness to proceed, and feasibility. The ranking criteria, shown in Table 5-6, is similar to the Mariposa County Fire Advisory Committee's project scoring rubric. Mitigation actions that met the most factors/subcomponents were assigned a high priority, while mitigation actions that met the least factors/subcomponents were assigned a medium priority. Mitigation actions that had been assigned a priority previously in the Mariposa County CWPP or Mariposa County Recreation & Resiliency Plan kept the previously assigned ranking.

Table 5-6: Prioritization Considerations

Factors	Subcomponents
Project Enhancement	Hazard severity reduction, adaptation to climate change, collaboration between multiple partners, protection of critical facilities and infrastructure, ecosystem's ability to recover post-disaster, socioeconomic ability to recover post-disaster, local economy, benefitting underserved populations, cultural resource protection, extending impacts of other projects, and/or reducing negative impacts
Readiness to Proceed	Planning/design completed, California Environmental Quality Act/NEPA completed or not needed, funding secured, and/or permitting completed or not needed
Feasibility	Financially feasible, technically feasible, and implementation capacity

Key: NEPA = National Environmental Policy Act

The prioritized draft mitigation actions are displayed as a finalized 2025 LHMP mitigation action plan in Table 5-7. In addition to priority level, the finalized mitigation action plan includes hazards addressed, potential funding sources, department lead, and implementation timelines for each mitigation action. The implementation of this list over the next 5 years is the result of this planning process.

Table 5-7: Finalized Mitigation Action Plan

Project Name	Hazard Addressed	Priority	Potential or Known Funding Source	Project Lead	Implementation Timeline
Fuel Management Projects	Wildfire	High	BRIC, HMGP, and CAL FIRE Wildfire Prevention Grants Program	Fire Department	Ongoing
Home Hardening Initiative	Wildfire	High	BRIC, HMGP, and CAL FIRE Wildfire Prevention Grants Program	Fire Department	1-2 years
Hazardous Tree Removal Program	Wildfire, windstorm, winter storm	High	HMGP	Public Works Department	Ongoing
Community Resilience Centers and Climate Resilience Awareness	Extreme heat, flood, landslide, wildfire, winter storm	High	Community Resilience Centers Planning Grants	Health and Human Services Agency	1–2 years
Tree Planting in Opportunity Zones, Other Underserved Communities, and Burn Scar Areas	Extreme heat, flood	Medium	BRIC or HMGP	Public Works Department	Ongoing
Streambank and Slope Stabilization Measures	Drought, flood, landslide, wildfire, winter storm	Medium	BRIC or HMGP	Public Works Department	5+ years
Public Education Campaign by Emergency Management Phase	All	Medium	EMPG	Sheriff's Office – OES	3–5 years
Mariposa Creek Parkway Nature-Based Solutions and Green Infrastructure Projects	Drought, extreme heat, flood, landslide, wildfire	Medium	BRIC, HMGP, Caltrans Sustainable Transportation Planning Grants	Planning Department/Public Works Department	Ongoing
Auxiliary Power for Critical Facilities and Infrastructure	Extreme heat, wildfire, windstorm, winter storm	High	HMGP	Fire Department/Public Works Department	1–2 years

Project Name	Hazard Addressed	Priority	Potential or Known Funding Source	Project Lead	Implementation Timeline
All Hazard Planning Code /Safety Element Update	All	Medium	HMGP	Planning Department	1–2 years

Key: BRIC = Building Resilient Infrastructure and Communities; CAL FIRE = California Department of Forestry and Fire Protection; Caltrans = California Department of Transportation; EMPG = Emergency Management Performance Grant; HMGP = Hazard Mitigation Grant Program; OES = Office of Emergency Services

6.0 PLAN MAINTENANCE

This section addresses Element D: Plan Maintenance of the Local Mitigation Plan Regulation Checklist.

Element D: Plan Maintenance	
D1.	Is there discussion of how each community will continue public participation in the plan maintenance process? (Requirement 44 CFR § 201.6(c)(4)(iii))
D1-a.	Does the plan describe how communities will continue to seek future public participation after the plan has been approved?
D2.	Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating, and updating the mitigation plan within a 5-year cycle)? (Requirement 44 CFR § 201.6(c)(4)(i))
D2-a.	Does the plan describe the process that will be followed to track the progress/status of the mitigation actions identified within the Mitigation Strategy, along with when this process will occur and who will be responsible for the process?
D2-b.	Does the plan describe the process that will be followed to evaluate the plan for effectiveness? This process must identify the criteria that will be used to evaluate the information in the plan, along with when this process will occur and who will be responsible
D2-c.	Does the plan describe the process that will be followed to update the plan, along with when this process will occur and who will be responsible for the process?
D3.	Does the plan describe a process by which each community will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement 44 CFR § 201.6(c)(4)(ii))
D3-a.	Does the plan describe the process the community will follow to integrate the ideas, information, and strategy of the mitigation plan into other planning mechanisms?
D3-b.	Does the plan identify the planning mechanisms for each plan participant into which the ideas, information, and strategy from the mitigation plan may be integrated?
D3-c.	For multi-jurisdictional plans, does the plan describe each participant's individual process for integrating information from the mitigation strategy into their identified planning mechanisms?

Key: CFR = Code of Federal Regulations

6.1 CONTINUED PUBLIC PARTICIPATION

A copy of the 2025 LHMP will be available on the County's website, along with contact information for the project manager (Mariposa County Sheriff's Office-OES coordinator or deputy coordinator). Additionally, the project manager will use the County's website, social media accounts, and flyers to notify the public of, and seek input on, any changes or updates to the 2025 LHMP and the 2030 LHMP kickoff. The project manager will also reach out to County agencies and other organizations that work with underserved populations to notify them of any changes or updates to the current LHMP as well as announcing the future LHMP kickoff.

6.2 Plan Evaluation Process, Update Method, and Schedule

To ensure project implementation, plan integration, and overall document relevance, the project manager (Mariposa County Sheriff's Office-OES coordinator or deputy coordinator) will administer an annual plan review system with the help of the steering committee. Specifically, every January (2026, 2027, 2028, and 2029), the project manager will send out an Annual Review Tracker (Appendix D) to the steering committee and ask each member to complete the tracker, which documents disasters that have occurred; community assets that have been damaged; public outreach that has been conducted; mitigation actions that have been implemented (and mitigation goals that each action addresses, as identified in Appendix C); new and/or updated studies, reports, and maps that have been published; and changes that have been made and/or that need to be made to the current or future LHMP. The project manager will collate and summarize the findings into one Annual Review Tracker and distribute it to the steering committee.

In addition to the Annual Review Tracker, the project manager will collect any FEMA Mitigation Progress Reports (or other similar forms) from the previous year. The project manager will email these documents to each member of the steering committee for review. The project manager will subsequently hold a steering committee meeting in the first quarter of each year to determine, based on the findings from the Annual Review Tracker and FEMA Mitigation Progress Reports, if the actions undertaken the previous year (and the goals that they address, as identified in Appendix C and document in the Annual Review Tracker) are helping achieve the plan's mitigation goals.

Finally, on the fourth year of the annual review, the project manager will kick off the 2030 LHMP in the summer of 2029 with the following activities:

- The project manager will reconvene the steering committee and update membership.
- The steering committee will review the summarized Annual Review Tracker findings to determine the hazards, community assets, and other related information to be included in the 2030 LHMP.
- The project manager will develop a new work plan.
- The project manager—with support from the steering committee—will begin the plan update process in mid-2029. The plan update process is expected to take up to 6 months and be completed and submitted to Cal OES by February 2030 for an on-time re-approval of May 2030.

6.3 Plan Integration

Table 6-1 identifies how the 2025 LHMP will be integrated into other County-specific plans.

Table 6-1: Integration of the 2025 LHMP

2025 LHMP	Existing Plan/Policy/Program	Process/Time Frame
Section 4.0 – Risk Assessment and Section 5.0 – Mitigation Strategy	Mariposa County CWPP	Update and align the CWPP with relevant information from the 2025 LHMP Section 4.0 – Risk Assessment and Section 5.0 – Mitigation Strategy. A CWPP update will occur a minimum of every 5 years and/or align with other plan update cycles, to increase consistency and efficiencies in coordination efforts.

2025 LHMP	Existing Plan/Policy/Program	Process/Time Frame
Section 4.0 – Risk Assessment and Section 5.0 – Mitigation Strategy	Mariposa County General Plan – Section 16 Safety Element	Update Mariposa County General Plan's Section 16 – Safety Element to include the 2025 LHMP Section 4.0 – Risk Assessment and Section 5.0 – Mitigation Strategy. The General Plan, including the Safety Element, is expected to be updated in 2026.
Section 4.0 – Risk Assessment	Mariposa County Emergency Operations Plan – Hazards Annex	Update and align the Mariposa County Emergency Operations Plan Hazard Annex's "background" section with information from the 2025 LHMP Section 4.0 – Risk Assessment. The Emergency Operations Plan and its supporting documents are reviewed annually to ensure that plan elements are valid and current, with a full document update conducted minimally every 5 years.

Key: CWPP = Community Wildfire Protection Plan; LHMP = Local Hazard Mitigation Plan

7.0 PLAN UPDATE

This section addresses Element E: Plan Update of the Local Mitigation Plan Regulation Checklist.

Element E: Plan Update	
E1.	Was the plan revised to reflect changes in development? (Requirement 44 CFR § 201.6(d)(3))
E2.	Was the plan revised to reflect changes in priorities and progress in local mitigation efforts? (Requirement 44 CFR § 201.6(d)(3))
E2-a.	Does the plan describe how it was revised due to changes in community priorities?
E2-b.	Does the plan include a status update for all mitigation actions identified in the previous mitigation plan?
E2-c.	Does the plan describe how jurisdictions integrated the mitigation plan, when appropriate, into other planning mechanisms?

Key: CFR = Code of Federal Regulations

7.1 CHANGES IN DEVELOPMENT

According to Caltrans' 2023 Long-Term Socio-Economic Forecast for Mariposa County, approximately 35 single-family homes were built in Mariposa County annually between 2020 and 2024. As noted in Section 3.1 – Planning Area, Demographics, and Development Trends, development is encouraged in areas with existing infrastructure; therefore, it can be assumed that most of this development occurred in the County's 11 Town Planning Areas of Bear Valley, Bootjack, Mt. Bullion, Catheys Valley, Coulterville, El Portal, Fish Camp, Greeley Hill, Hornitos, Mariposa, and Wawona. As such, development that occurred within the County over the past 5 years may have made the County more vulnerable to the following hazards.

- Drought in all Town Planning Areas
- Earthquakes (lower shaking, less frequently) in all Town Planning Areas
- Extreme heat in all Town Planning Areas
- Floods for development near mapped Special Flood Hazard Areas (SFHAs), including in El Portal, Greeley Hill, Mariposa, and Wawona, as well as flat areas and in urbanized areas with large impermeable surfaces, including Coulterville, El Portal, Hornitos, Mariposa, Midpines, and Wawona
- Deep-seated landslides in and around Catheys Valley, El Portal, Greeley Hill, Mariposa, and Midpines
- Wildfires in high–very high Fire Hazard Severity Zones (FHSZs) of all Town Planning Areas and in high–very high wildfire risk rating Planning Units of all Town Planning Areas except Catheys Valley
- Windstorms in all Town Planning Areas, but most common in El Portal, Wawona, and Yosemite West
- Winter storms in all Town Planning Areas, but heavy snowfall particularly in Wawona and Yosemite West

In addition to single-family homes being constructed over the past 5 years, the County built a new affordable 42-unit complex in Mariposa in 2022. Known as the Creekside Terrace, it is the first

multi-family affordable housing development to be built in Mariposa County in 24 years. The Creekside Terrace may be vulnerable to drought, earthquake shaking (lower shaking, less frequently), extreme heat, windstorms where strong winds are common, and winter storms where snow, rain, and/or snow mixed with rain is common. In addition, the Creekside Terrace may be vulnerable to wildfire as it is in a high–very high FHSZ.

7.2 CHANGES IN PRIORITIES

According to FEMA, changes in a community's priorities do not always directly relate to how a plan prioritizes mitigation actions but could include new or modified goals for the plan and new hazards in the plan. There were several changes in priorities made to the 2025 LHMP, including the following:

- Including extreme heat, which is becoming more frequent, more severe, and longer lasting, as a profiled hazard. Also profiling windstorms, a hazard that recently resulted in a state of emergency for the County.
- Analyzing the County's general population, underserved populations, and future growth and development areas.
- Amending the mitigation goals from the 2020 LHMP to reflect the goals identified in the Mariposa County CWPP.
- Revising the mitigation actions to focus on projects previously identified in the Mariposa County CWPP, Mariposa County Recreation & Resiliency Plan, and Mariposa Creek Parkway Master Plan. The prioritization process for the mitigation actions was also updated to more closely align with prioritization criteria used by the Mariposa County Fire Advisory Committee.

7.3 2020 LHMP'S MITIGATION ACTION STATUS

A review of the 2020 LHMP's mitigation actions are shown below in Table 7-1. A status update for each mitigation action has been provided as well as whether it has been included in the 2025 LHMP Mitigation Strategy.

Table 7-1: Review of 2020 LHMP Finalized Mitigation Action Plan

Mitigation Action Name	Status	Inclusion in the 2025 LHMP
Red Flag Warning Public Outreach	Not implemented.	Yes, public outreach is included in the 2025 LHMP mitigation strategy.
Critical Facility Fireproof Coating	Not implemented.	No, this action is not included in the 2025 LHMP mitigation strategy, as defensible space projects to protect critical facilities are a higher priority.
Critical Facility Auxiliary Power	Mariposa County Fire Admin/Spring Hill, Station 22 Mariposa still in need of auxiliary power.	Yes, this action has been revised and is included in the 2025 LHMP mitigation strategy.

Mitigation Action Name	Status	Inclusion in the 2025 LHMP
Wildland–Urban Interface (WUI) Classification Expansion Policy	All of Mariposa is in the WUI, and there is no need to expand classification further.	No, this action is not included in the 2025 LHMP mitigation strategy, as the WUI is Countywide.
Defensible Space Enhancement Program	This is already addressed through California Public Resources Code 4291 – Mountainous, Forest-, Brush- and Grass-Covered Lands.	No, this action is not included in the 2025 LHMP mitigation strategy, as this action is already addressed in the California Code.
Structure Ignition Zone Assessment Program	This is already addressed through the California Public Resources Code 4291 – Mountainous, Forest-, Brush- and Grass-Covered Lands.	No, this action is not included in the 2025 LHMP mitigation strategy, as this action is already addressed in the California Code.
Beyond Defensible Space Zone Program	There is no property that would be too small for prescribed fire if that was desired.	No, this action is not included in the 2025 LHMP mitigation strategy.
Incident Command Post/Base Camp Operations Site	This action is still needed in Mariposa County and should be a collaborative effort between all public safety agencies and Public Works. However, this action is not mitigation focused.	No, this action is not included in the 2025 LHMP mitigation strategy because it is preparedness focused.
WUI Ordinance/Overlay Zone	Mariposa County already has WUI-governing requirements through the state.	No, this action is not included in the 2025 LHMP because existing WUI requirements already exist.
County Flood Protection Ordinance/Overlay Zone	Flood protection is addressed in the County (Zoning) Code 17.336 – Setback from Drainage Ways.	No, this action is not included in the 2025 LHMP mitigation strategy. However, an action to review/update hazard-related codes is included in the 2025 LHMP.
County Hillside Protection Ordinance/Overlay Zone	Hillside protection is addressed in the County (Zoning) Code 17.336 – Hillside Development and Grading.	No, this action is not included in the 2025 LHMP mitigation strategy. However, an action to review/update hazard-related codes is included in the 2025 LHMP.
County Dam Failure Inundation Ordinance/Overlay Zone	This action was not completed. Less than 0.10 percent of the County is in a mapped dam inundation zone.	No, this action is not included in the 2025 LHMP mitigation strategy, as dam inundation is no longer addressed in this plan. An action to review/update hazard-related codes is included in the 2025 LHMP.

Mitigation Action Name	Status	Inclusion in the 2025 LHMP
Water Storage Tanks	Bootjack, Hornitos, and Coulterville either have or are receiving tanks. Hunters Valley still needs this type of storage.	No, this action is not included in the 2025 LHMP mitigation strategy because it is preparedness focused.
Large-Scale Fuel Break Program	The County has conducted several fuel management projects over the years.	Yes, this action has been revised as a fuel management action and is included in the 2025 LHMP mitigation strategy.
Dam Rehabilitation Program	This action was not completed. Most of the surface water rights in Mariposa County are owned by jurisdictions from outside the County, the major owner being the Merced Irrigation District.	No, this action is not included in the 2025 LHMP mitigation strategy.
Seismic Retrofits	This action was not completed. The John C. Fremont District will be building a new hospital in Mariposa County by 2030 to meet state seismic requirements instead.	No, this action is not included in the 2025 LHMP mitigation strategy.
Hillside Protection	Hillside protection is addressed in the County (Zoning) Code 17.336 – Hillside Development and Grading.	No, this action is not included in the 2025 LHMP. An action to review/update hazard-related codes is included in the 2025 LHMP mitigation strategy.

Key: LHMP = Local Hazard Mitigation Plan; WUI = Wildland–Urban Interface

7.4 Integration of the 2020 LHMP into Other Planning Mechanisms

In 2021, Mariposa County completed a major update to its strategic wildfire planning guide, the Mariposa County CWPP. The updated CWPP, most recently revised in 2024, discusses the compounding effects of wildfire on drought, flooding, and debris flow, as identified in the 2020 LHMP's Section 4 – Hazard Identification and Risk Assessment. In addition, it references the critical facility inventory list identified in the 2020 LHMP's Section 3 – Community Profile.

8.0 PLAN ADOPTION

This section addresses Element F: Plan Adoption of the Local Mitigation Plan Regulation Checklist.

Element F: Plan Adoption	
F1.	For single-jurisdictional plans, has the governing body of the jurisdiction formally adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5))
F1-a.	Does the participant include documentation of adoption?
F2.	For multi-jurisdictional plans, has the governing body of each jurisdiction officially adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5))
F2-a.	Did each participant adopt the plan and provide documentation of that adoption?

Key: CFR = Code of Federal Regulations; FEMA = Federal Emergency Management Agency

8.1 FORMAL ADOPTION

The plan was formally adopted by resolution by the Mariposa County Board of Supervisors on [date to be determined].

Appendix A – Planning Process

2025 Mariposa County Local Hazard Mitigation Plan

Steering Committee Meeting #1

November 21, 2024

Agenda

Welcome

Project Overview

- LHMP purpose
- Expected project timeline
- Steering Committee meetings

Changes to be Made

- 2023 LHMP requirements
- Underserved populations
- Future growth and development
- Effects of climate change
- 2020 Census data
- Community assets
- Mitigation actions
- Hazards

Action Items

- Engage public and stakeholders
- Social media announcements
- Survey
- Flyers
- Email
- Review and update community assets
- Review and update 2020 LHMP mitigation actions

2025 Mariposa County Local Hazard Mitigation Plan
Steering Committee Meeting #2
December 20, 2024

Agenda

Welcome

Project Update

- Public Outreach
    - Social Media
    - Community-wide Survey
    - Flyers*
- Additional Hazards
    - Windstorm (Mono Winds)
- Critical Facilities and Infrastructure
    - More closely aligned to County departments/agencies
    - Excluded independent special districts

Steering Committee Action Items

- Review Proposed Mitigation Goals*
- Review Proposed Prioritization Considerations*
- Review and Select Proposed Mitigation Actions*

Next Steps

- Complete Vulnerability Analysis
- Finalize Mitigation Action Plan
- Create Administrative Draft
- Present Administrative Draft at Steering Committee Meeting #3

*Attachments

2025 Mariposa County Local Hazard Mitigation Plan
Steering Committee Meeting #3
January 13, 2025

Agenda

Welcome

Hazard Mitigation Survey Response Overview

Administrative Draft

- Main document and 4 appendices: Appendix A – Planning Process, Appendix B – Figures, Appendix C – Mitigation Strategy, and Appendix D – Plan Maintenance
- Plan is organized to follow the six "elements" or requirements in FEMA's Local Mitigation Planning Policy Guide (2022/2023): Section 2 – Planning Process, Section 4 – Risk Assessment, Section 5 – Mitigation Strategy, Section 6 – Plan Maintenance, Section 7 – Plan Update, and Section 8 - Plan Adoption. Additional sections include Section 1 – Introduction and Section 3 – Community Profile.
- Additional information will be added to the Section 2 – Planning Process and Appendix A – Planning Process after the public review period is complete.

Next Steps

- Submit comments
- Public Review Draft January 27 – February 6
- Final Draft to Cal OES February 7

Table A-1: Stakeholders

Agency or Organization	Name, Title
American Red Cross Central California Region	Anthony Benedetti, Regional Disaster Officer
Cal OES Inland Region	James Griffith, Regional Emergency Services Coordinator
CAL FIRE / Mariposa County Fire Department	Steven Ward, Fire Chief
California Highway Patrol	Christopher Albanese, Lieutenant
Caltrans	Joseph Healey, Maintenance Supervisor
Central California Animal Disaster Team	Naomi Tobias, Chief Executive Officer
Eastern Madera-Mariposa Counties Volunteer Organizations Active in Disaster	Laura Norman, Chairperson
Happy Goat	Lacey Sharp, Daily Operations Manager
John C. Fremont Healthcare District	Nanette Wardle, Disaster Preparedness Coordinator
Madera County OES	Joseph Wilder, Sargeant
Mariposa Chamber of Commerce	Jacob Hawley, Executive Director
Mariposa County Fire Advisory Committee	John Patton, Wildfire Mitigation Coordinator
Mariposa County Resource Conservation District	Melinda Barrett, Executive Director
Mariposa County Unified School District	Jeff Aranguena, Superintendent
Mariposa Public Utilities District	Susan Wages, General Manager
Mariposa Safe Families	Megan Atkinson, Executive Director
Merced County OES	Adam Amaral, OES Manager
PG&E	Deron Mills, Senior Public Safety Specialist
Sierra Foothill Conservancy	Jessica Thompkins, Operations Director
Sierra National Forest (U.S. Forest Service)	Michael Seymour, Engine Captain
Sierra Nevada Conservancy	Michael Pickard, Area Representative
Southern Sierra Miwuk Nation	Tara Fouch-Moore, Secretary
Stanislaus County OES	Melba Hibbard, Manager
Tuolumne County OES	Dore Bietz, OES Services Coordinator
Yosemite Mariposa County Tourism Bureau	Jonathan Ferrington, Chief Executive Officer and Executive Director
Yosemite National Park (National Park Service)	Kevin Killian, Chief Ranger
Yosemite/Sequoia Resource Conservation & Development Council	Erin Capuchino, Director

Notes: CAL FIRE = California Department of Fire and Forestry Protection; Caltrans = California Department of Transportation; OES = Office of Emergency Services; PG&E = Pacific Gas & Electric

Sent: Friday, December 6, 2024 4:28 PM

Good Afternoon,

Over the next few months, Mariposa County will be updating its local hazard mitigation plan (LHMP). An LHMP is a type of pre-disaster plan that helps communities identify hazards and disasters, understand vulnerabilities, and develop long-term risk-reduction strategies to become more disaster resilient. An LHMP is also required by the Federal Emergency Management Agency to receive certain types of federal funding, and it must be updated and approved every five years.

We invite you to participate in our planning process and ask that you take our brief survey to help us better understand your concerns about hazards and disasters, as well as what you think should be done to mitigate risks. This survey should be completed by an adult. All individual responses are strictly confidential and for research purposes only. Our survey can be found here: Mariposa County LHMP Update 2025.

If you would like additional information about our plan, or have any questions or concerns, please feel free to reach out to OES at my contact below or via email: OES@mariposacounty.org.

Thank you,

Raquel Sandoval

OES Deputy Coordinator

Mariposa County Sheriff's Office

Office of Emergency Services

PO Box 276

Mariposa, Ca 95338

(209)966-3615 Office Ext. 2307

This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and entity named as the recipients in the message. If you are not an intended recipient of the message, please notify the sender immediately and delete the material from any computer. Do not deliver, distribute, or copy this message, and do not disclose its contents or take action in reliance on the information it contains. Thank you.

MARIPOSA COUNTY LOCAL HAZARD MITIGATION PLAN 2025

Sent: Wed 1/29/2025 11:47 AM

Good Morning Local Stakeholders,

Over the past few months, Mariposa County has been updating its local hazard mitigation plan (LHMP). An LHMP is a type of pre-disaster plan that helps communities identify hazards and disasters, understand vulnerabilities, and develop long-term risk-reduction strategies to become more disaster resilient. An LHMP is also required by the Federal Emergency Management Agency to receive certain types of federal funding, and it must be updated and approved every five years.

Our draft plan is available for public review. It can be found here: Mariposa County LHMP Update 2025 - Public DRAFT.

It has been written to meet all 34 local mitigation planning requirements outlined in the Code of Federal Regulations. It has also been written to be more closely aligned with other County plans, including the Mariposa Creek Parkway Master Plan, Mariposa County Community Wildfire Protection Plan, and the Mariposa County Recreation & Resiliency Plan. Please send comments or questions about the 2025 LHMP to OES@mariposacounty.org.

Raquel Sandoval

OES Deputy Coordinator

Mariposa County Sheriff's Office

Office of Emergency Services

PO Box 276

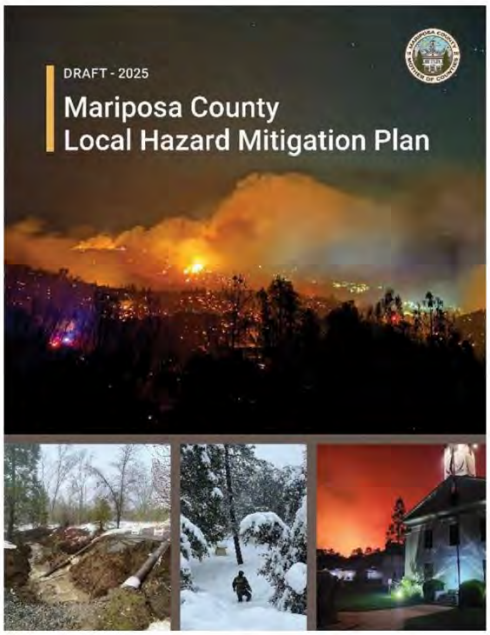
Mariposa, Ca 95338

(209) 966-3615 Office Ext. 2307

(209) 347-8150 Mobile

mariposacounty.org

The Mariposa County Office of Emergency Services (OES) is housed under the Mariposa County Sheriff's Office. OES coordinates planning and preparedness, response, and recovery efforts for disasters occurring within the unincorporated area of the County.



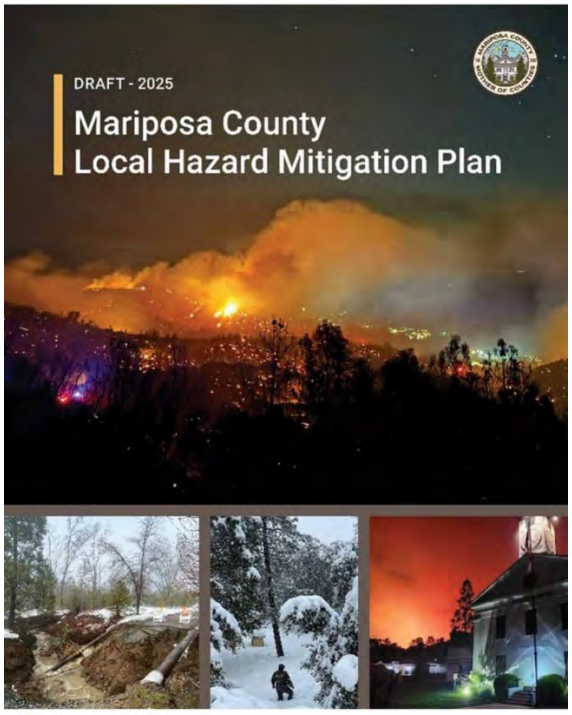
mariposacounty.org

LOCAL HAZARD MITIGATION PLAN UPDATE

Over the next few months, Mariposa County will be updating its local hazard mitigation plan (LHMP). An LHMP is a type of pre-disaster plan that helps communities identify hazards and disasters, understand vulnerabilities, and develop long-term risk-reduction strategies to become more disaster resilient. An LHMP is also required by the Federal Emergency Management Agency to receive certain types of federal funding, and it must be updated and approved every five years.

Please take our brief survey to help us better understand your concerns about hazards and disasters, as well as what you think should be done to mitigate risks. This survey should be completed by an adult. All individual responses are strictly confidential and for research purposes only. Our survey can be found here: 2025 Mariposa County Local Hazard Mitigation Plan Survey - Google Forms.

If you have any additional questions or comments about the survey or our LHMP update, please contact: Raquel Sandoval, OES Deputy Coordinator, Mariposa County Sheriff's Office, at rsandoval@mariposacounty.org



19

19 16

Mariposa County Sheriff's Office
5h ·

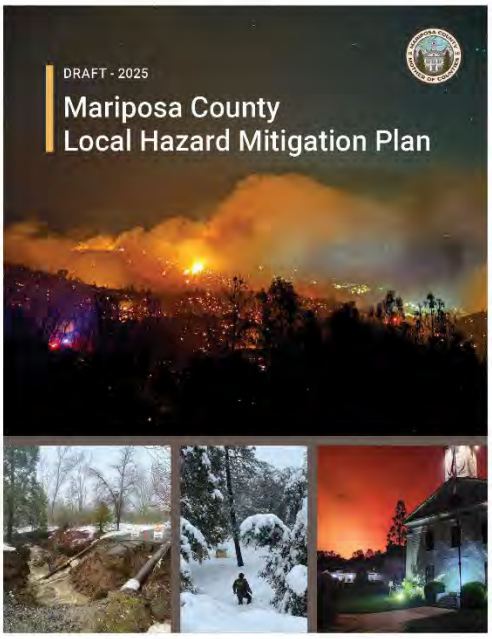
Over the next few months, Mariposa County will be updating its local hazard mitigation plan. It is a type of pre-disaster plan that helps communities identify hazards and disasters, understand vulnerabilities, and develop long-term risk-reduction strategies to become more disaster resilient. Please take our brief survey to help us better understand your concerns about hazards and disasters, as well as what you think should be done to mitigate risks. This survey should be completed by an adult. All individual responses are strictly confidential and for research purposes only.

Our survey can be found here: **https://docs.google.com/forms/d/1VgE9oyzPWSBzXyh3cqrG5kGyqMgbeJtMHeXWjYDyKME/edit?ts=674f89e2**

2025 Mariposa County Local Hazard Mitigation Plan Survey

Over the next few months, Mariposa County will be updating its local hazard mitigation plan (LHMP). An LHMP is a type of pre-disaster plan that helps communities identify hazards and disasters, understand vulnerabilities, and develop long-term risk-reduction strategies to become more disaster resilient. An LHMP is also required by the Federal Emergency Management Agency to receive certain types of federal funding, and it must be updated and approved every five years.

Please take our brief survey to help us better understand your concerns about hazards and disasters, as well as what you think should be done to mitigate risks. This survey should be completed by an adult. All individual responses are strictly confidential and for research purposes only.

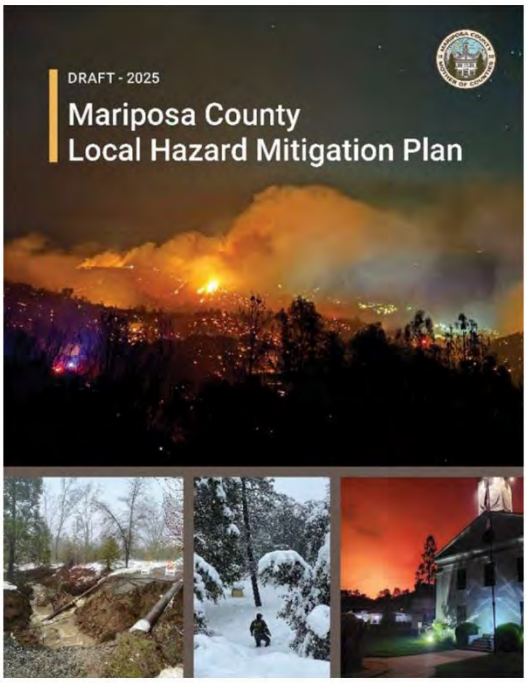


Our survey can be found here:

The survey is available through the end of the year.

If you have any additional questions or comments about the survey or our LHMP update, please contact OES@mariposacounty.org.

mariposacounty.org



MARIPOSA COUNTY LOCAL HAZARD MITIGATION PLAN 2025

mariposacounty.org

Over the past few months, Mariposa County has been updating its local hazard mitigation plan (LHMP). An LHMP is a type of pre-disaster plan that helps communities identify hazards and disasters, understand vulnerabilities, and develop long-term risk-reduction strategies to become more disaster resilient. An LHMP is also required by the Federal Emergency Management Agency to receive certain types of federal funding, and it must be updated and approved every five years.

Our draft plan is available for public review. It can be found here: Mariposa County LHMP Update 2025 - Public DRAFT

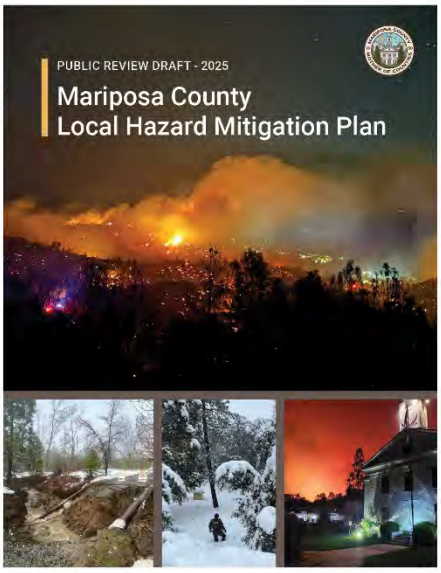
It has been written to meet all 34 local mitigation planning requirements outlined in the Code of Federal Regulations. It has also been written to be more closely aligned with other County plans, including the Mariposa Creek Parkway Master Plan, Mariposa County Community Wildfire Protection Plan, and the Mariposa County Recreation & Resiliency Plan.

Please send comments or questions about the 2025 LHMP to OES@mariposacounty.org.

2025 Mariposa County Local Hazard Mitigation Plan

Over the past few months, Mariposa County has been updating its local hazard mitigation plan (LHMP). An LHMP is a type of pre-disaster plan that helps communities identify hazards and disasters, understand vulnerabilities, and develop long-term risk-reduction strategies to become more disaster resilient. An LHMP is also required by the Federal Emergency Management Agency to receive certain types of federal funding, and it must be updated and approved every five years.

Our draft plan is available for public review. It has been written to meet all 34 local mitigation planning requirements outlined in the Code of Federal Regulations. It has also been written to more closely align with other County plans, including the Mariposa Creek Parkway Master Plan, Mariposa County Community Wildfire Protection Plan, and the Mariposa County Recreation & Resiliency Plan. Please send comments or questions about the 2025 LHMP to *OES@mariposacounty.org*.



Our plan can be found here:

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: February 4, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Receive a Presentation by Architectural Engineering, Consulting, Operations and Maintenance (AECOM), Providing an Update on Mariposa County's Local Hazard Mitigation Plan Update 2025

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by Architectural Engineering, Consulting, Operations and Maintenance (AECOM), Providing an Update on Mariposa County's Local Hazard Mitigation Plan Update 2025.

Over the past few months, Mariposa County has been updating its Local Hazard Mitigation Plan (LHMP). An LHMP is a type of pre-disaster plan that helps communities identify hazards and disasters, understand vulnerabilities, and develop long-term risk-reduction strategies to become more disaster resilient. An LHMP is also required by the Federal Emergency Management Agency to receive certain types of federal funding, and it must be updated and approved every five years.

Our draft plan is ready for public review and comment. It has been written to meet all 34 local mitigation planning requirements outlined in the Code of Federal Regulations. It has also been written to more closely align with other County plans, including the Mariposa Creek Parkway Master Plan, Mariposa County Community Wildfire Protection Plan, and the Mariposa County Recreation & Resiliency Plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Following any update to the County's Plans, the revised plan is posted on the County's website for public comment and is also presented during the Board of Supervisors meeting scheduled for that date. These actions ensure the Local Hazard Mitigation Plan Update 2025 is presented to the public, allowing for compliance with regulations, transparency, and potentially securing vital funding and community support for mitigation efforts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The consequences of failing to present the update as required to the public could include: the loss of eligibility for hazard mitigation project funding, non-compliancy with legal or regulatory requirements, and reduction of public confidence in the County's commitment to disaster preparedness and transparency.

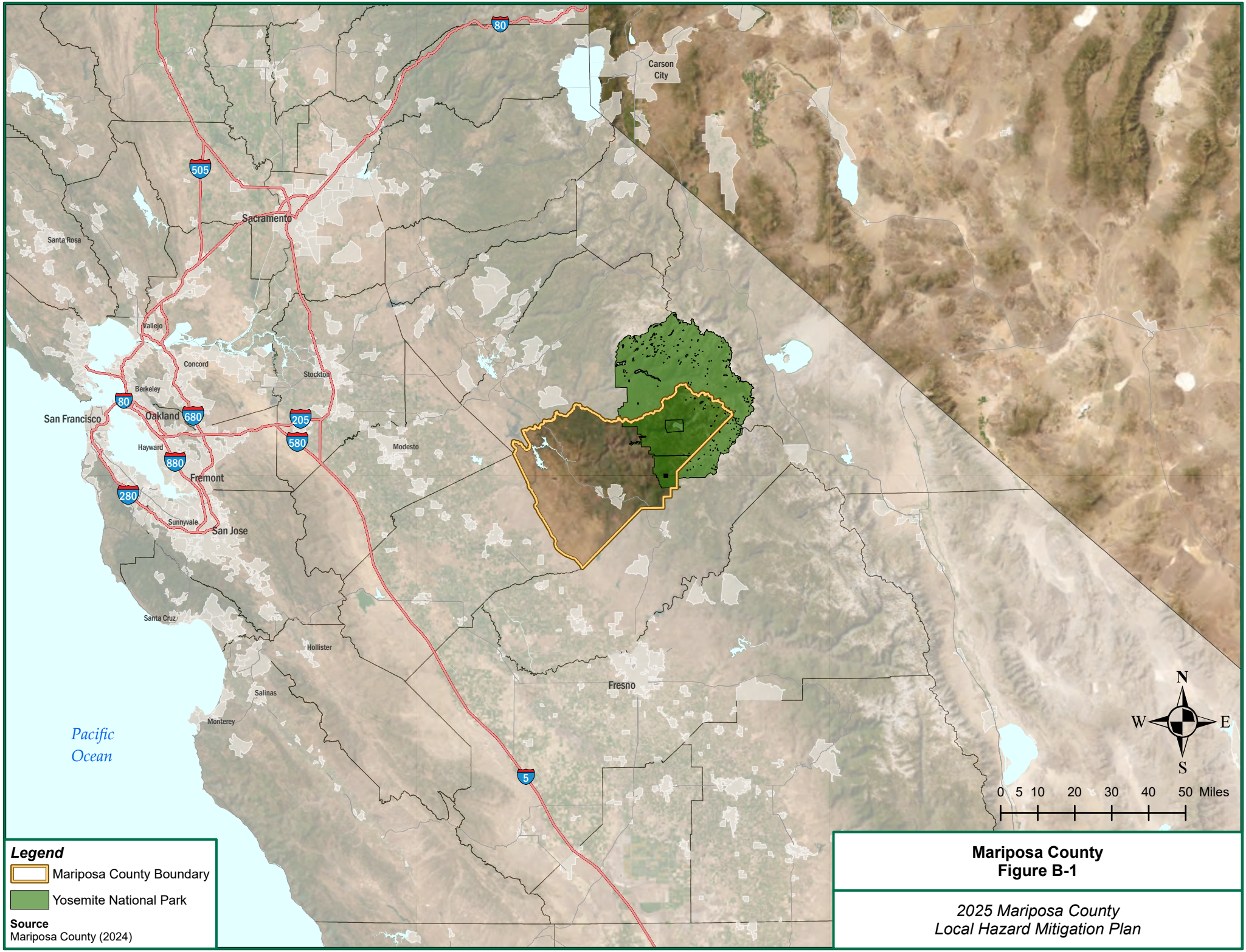
FINANCIAL IMPACT

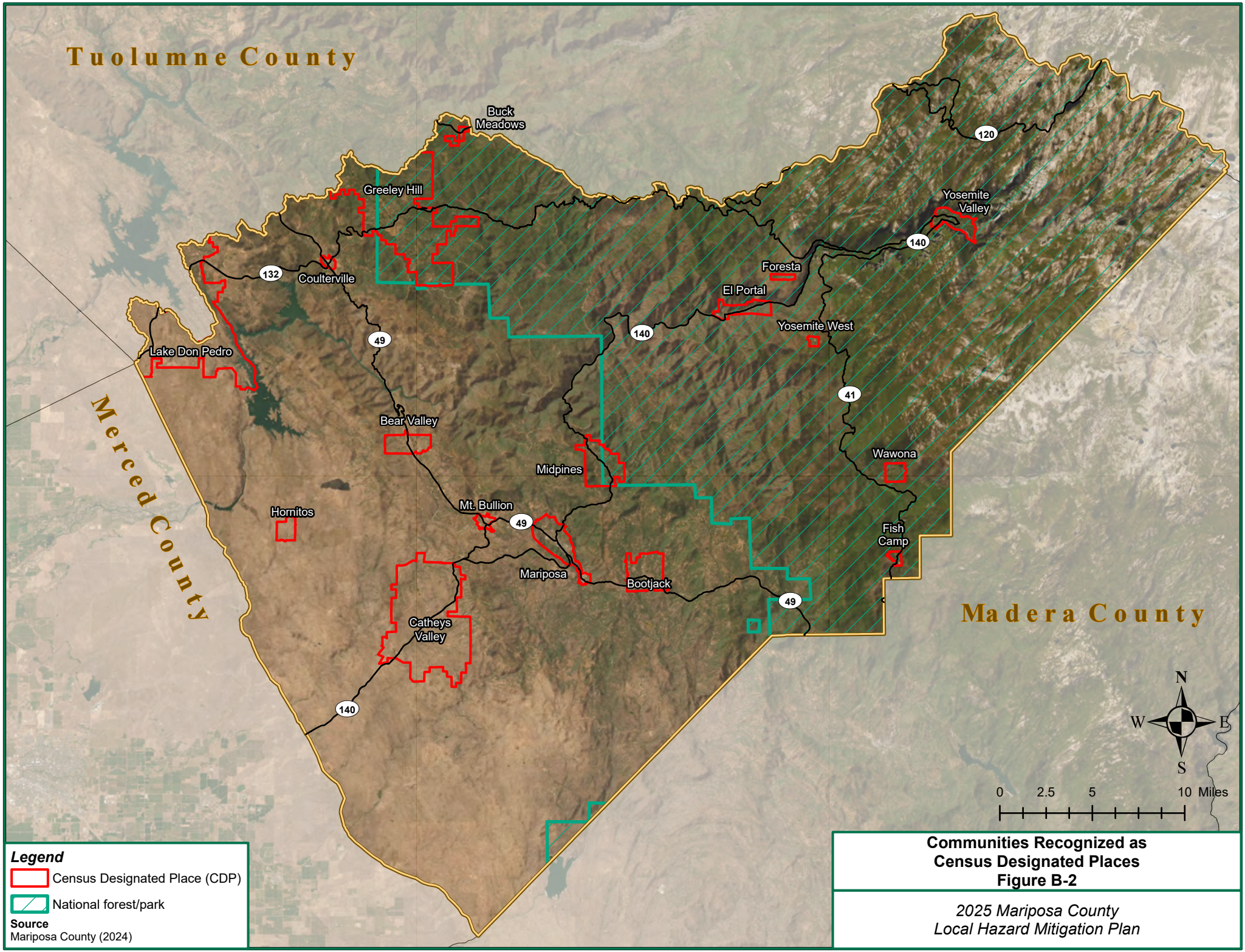
ID: 1993 1

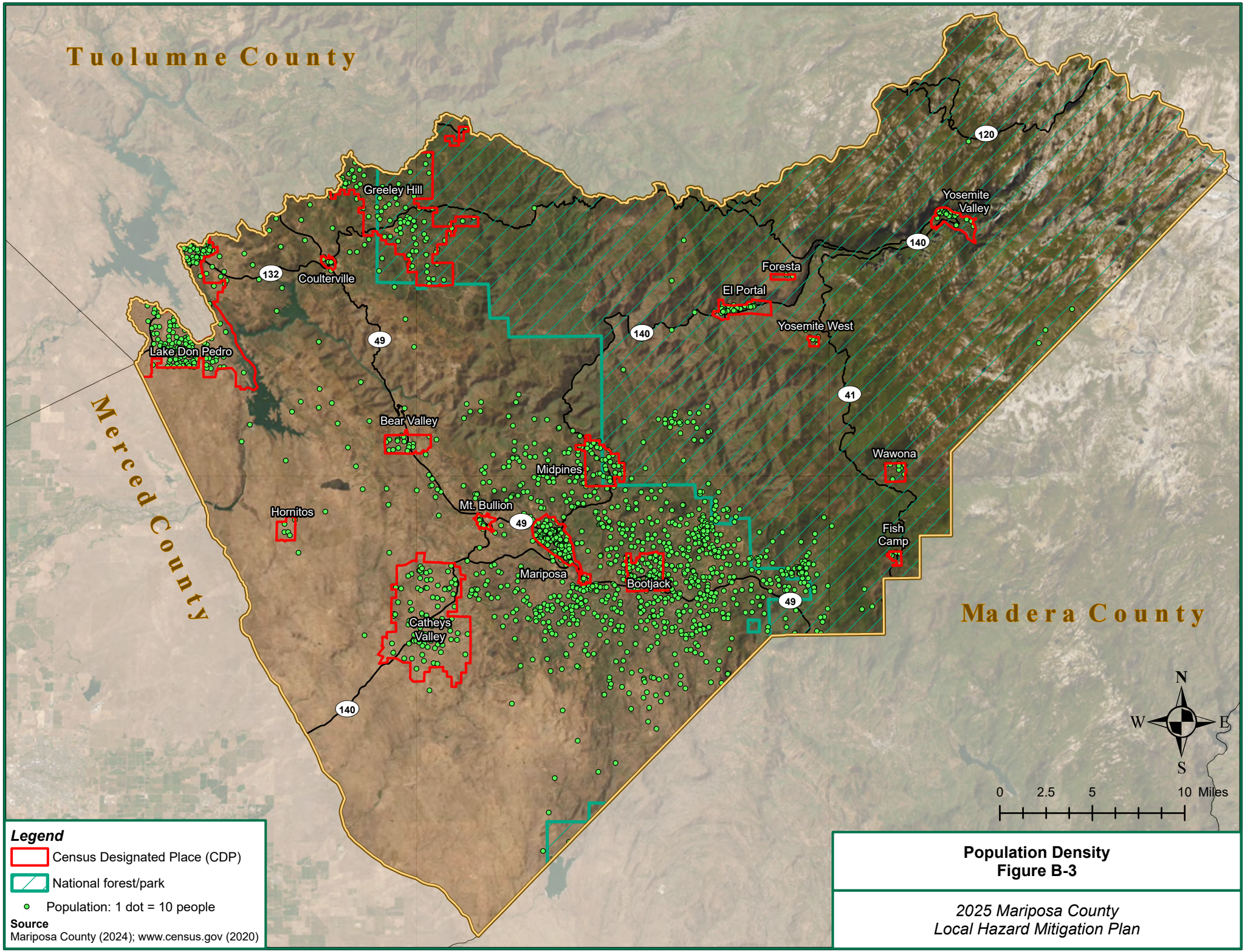
There is no financial impact to the County's general fund for presenting the update, as the cost has already been covered by the funding allocated for the plan update.

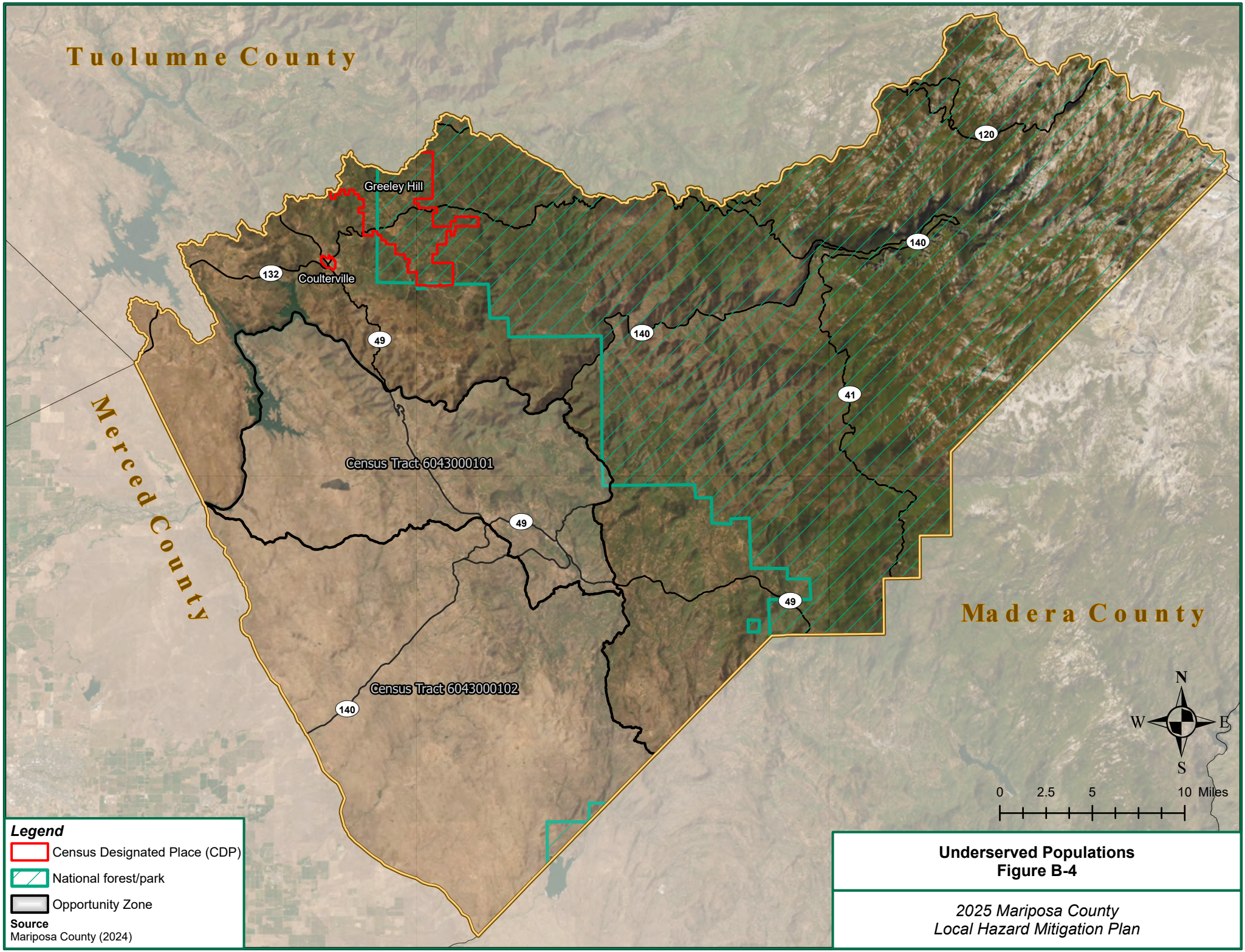
ATTACHMENTS

Appendix B – Figures


Carson City
Sacramento
Santa Rosa
Vallejo
Concord
Berkeley
Stockton
San Francisco
Oakland
Hayward
Modesto
Fremont
Sunnyvale
San Jose
Santa Cruz
Hollister
Salinas
Monterey
Fresno
Pacific Ocean
80
505
680
205
580
880
280
5
N
W
E
S
0 5 10 20 30 40 50 Miles
Legend
Mariposa County Boundary
Yosemite National Park
Source
Mariposa County (2024)
Mariposa County
Figure B-1
2025 Mariposa County
Local Hazard Mitigation Plan

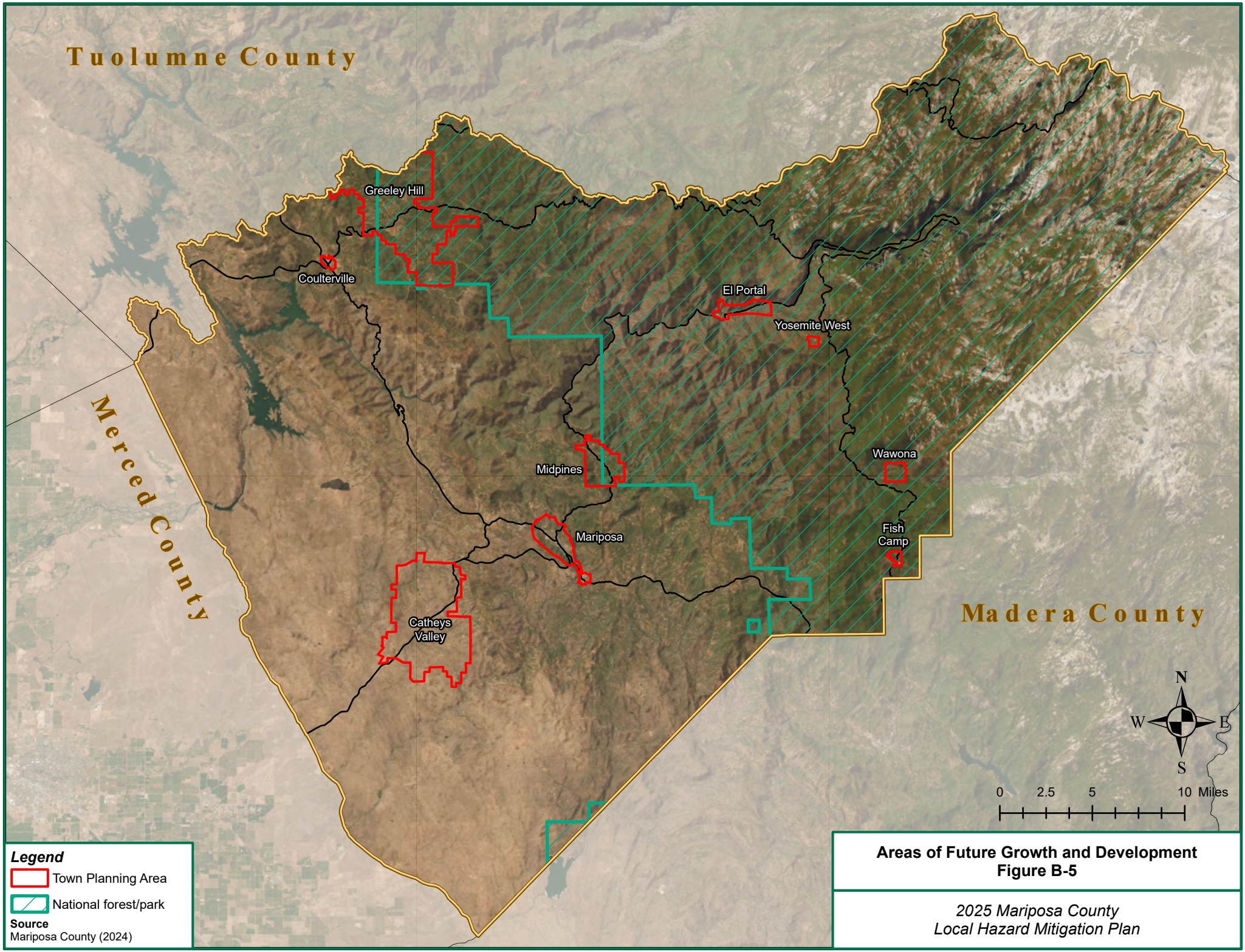

Tuolumne County
Merced County
Madera County
Buck Meadows
Greeley Hill
Coulterville
Lake Don Pedro
Bear Valley
Hornitos
Midpines
Mt. Bullion
Mariposa
Bootjack
Catheys Valley
Foresta
El Portal
Yosemite West
Yosemite Valley
Wawona
Fish Camp
120
132
49
140
41
N
W
E
S
0 2.5 5 10 Miles
Legend
Census Designated Place (CDP)
National forest/park
Source
Mariposa County (2024)
Communities Recognized as Census Designated Places
Figure B-2
2025 Mariposa County Local Hazard Mitigation Plan


Tuolumne County
Merced County
Madera County
Greeley Hill
Coulterville
Lake Don Pedro
Bear Valley
Hornitos
Midpines
Mt. Bullion
Mariposa
Bootjack
Catheys Valley
Foresta
El Portal
Yosemite Valley
Yosemite West
Wawona
Fish Camp
120
132
49
140
41
N
W
E
S
0 2.5 5 10 Miles
Legend
Census Designated Place (CDP)
National forest/park
Population: 1 dot = 10 people
Source
Mariposa County (2024); www.census.gov (2020)
Population Density
Figure B-3
2025 Mariposa County
Local Hazard Mitigation Plan



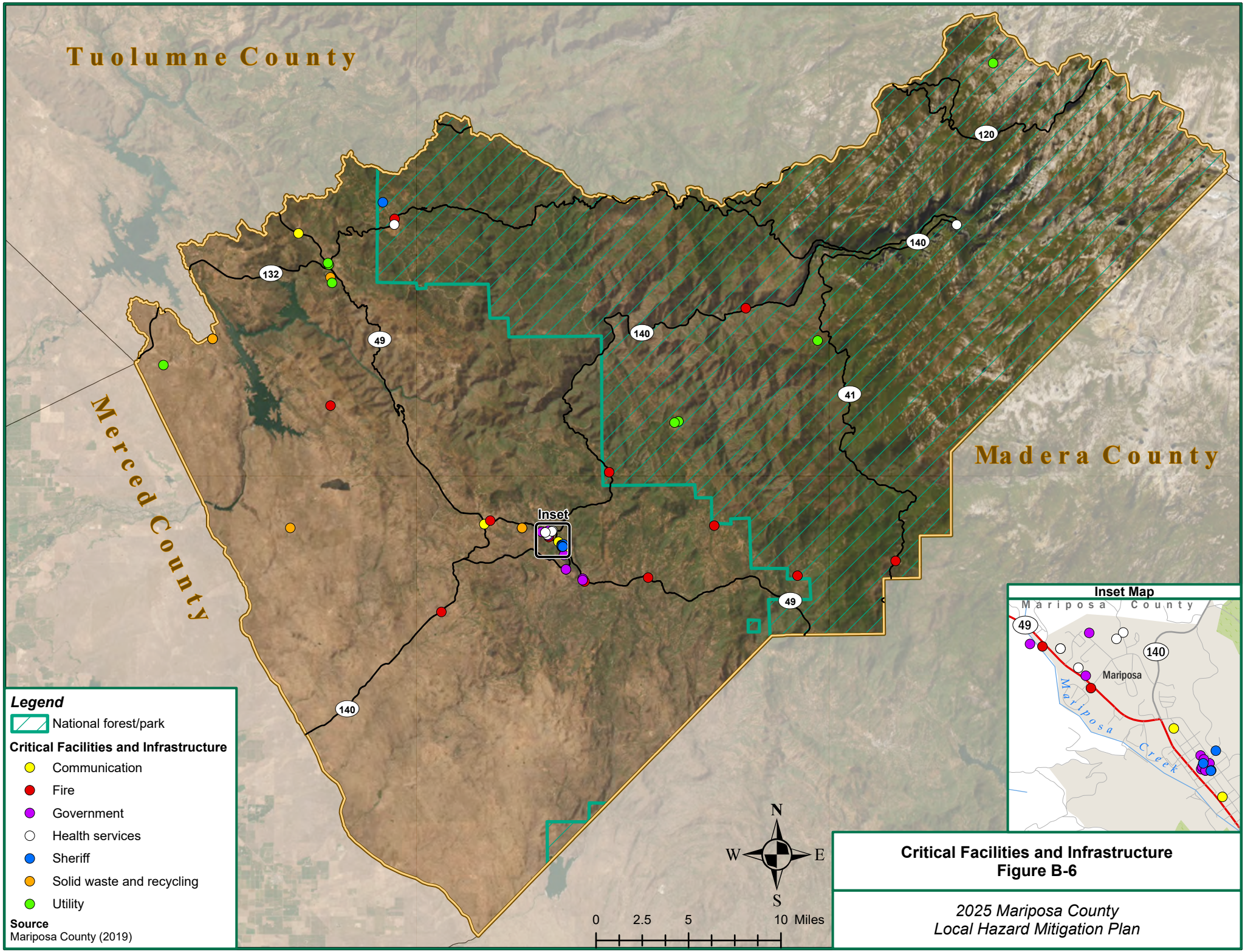
Underserved Populations
Figure B-4

2025 Mariposa County
Local Hazard Mitigation Plan



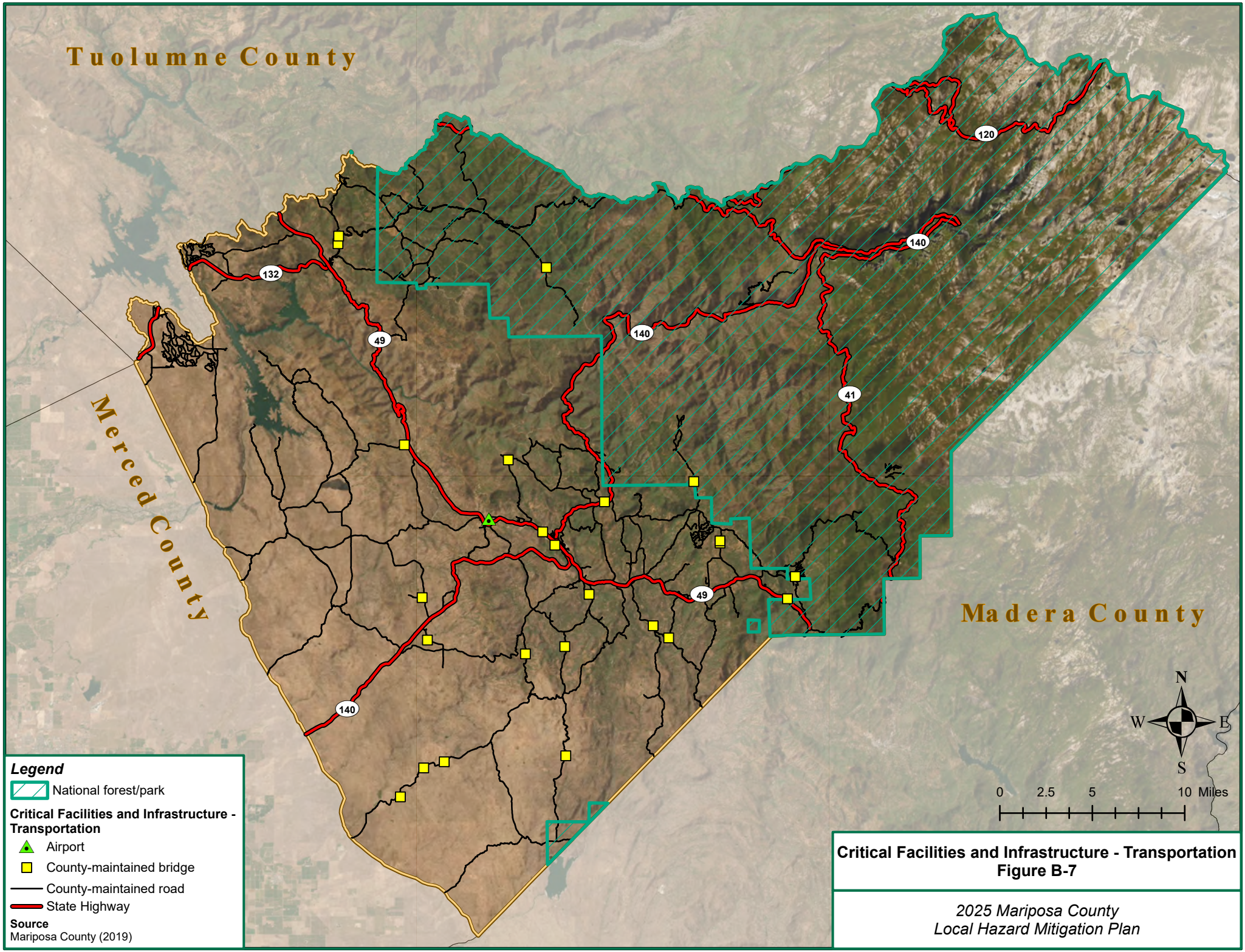
Areas of Future Growth and Development
Figure B-5

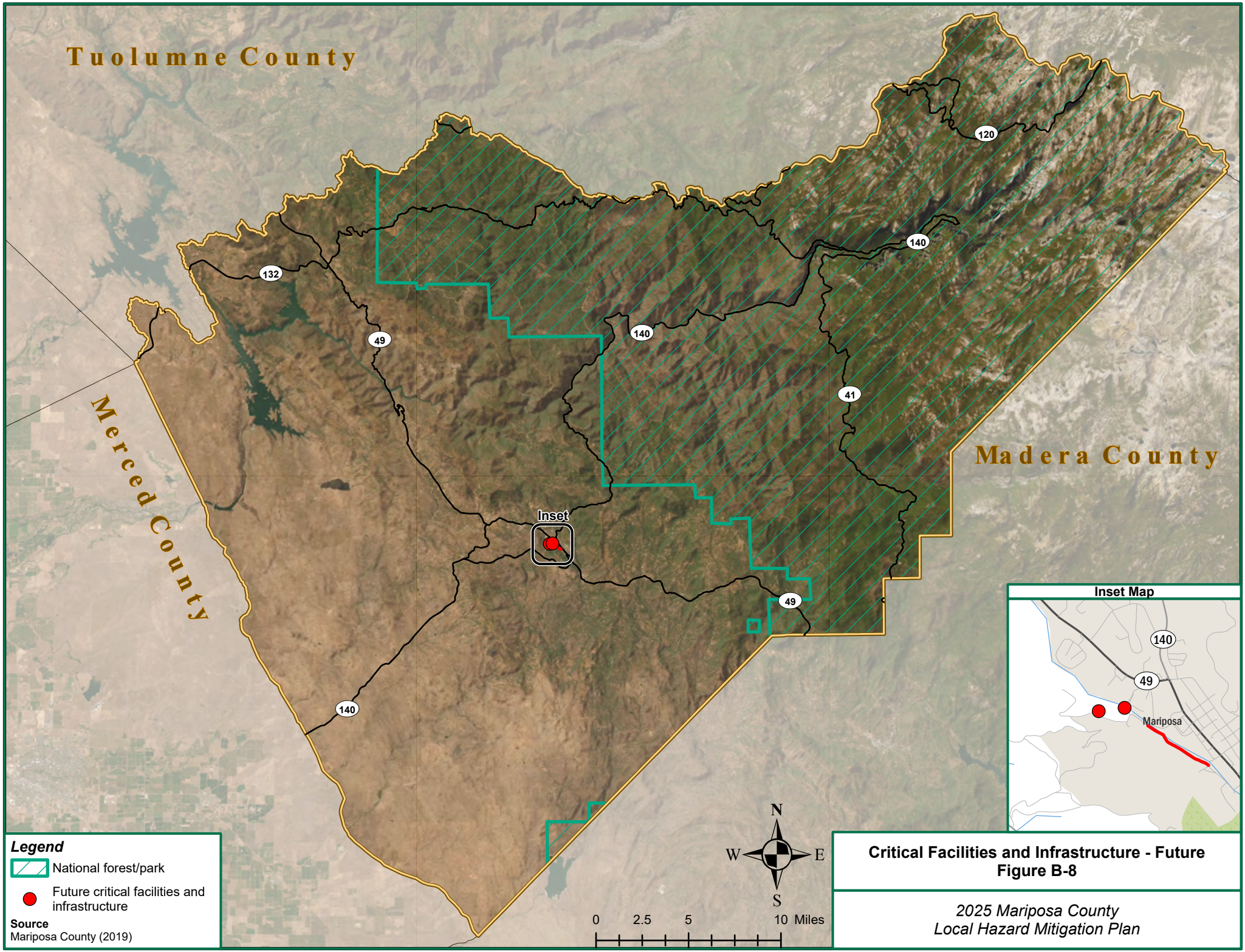
2025 Mariposa County
Local Hazard Mitigation Plan



Critical Facilities and Infrastructure
Figure B-6

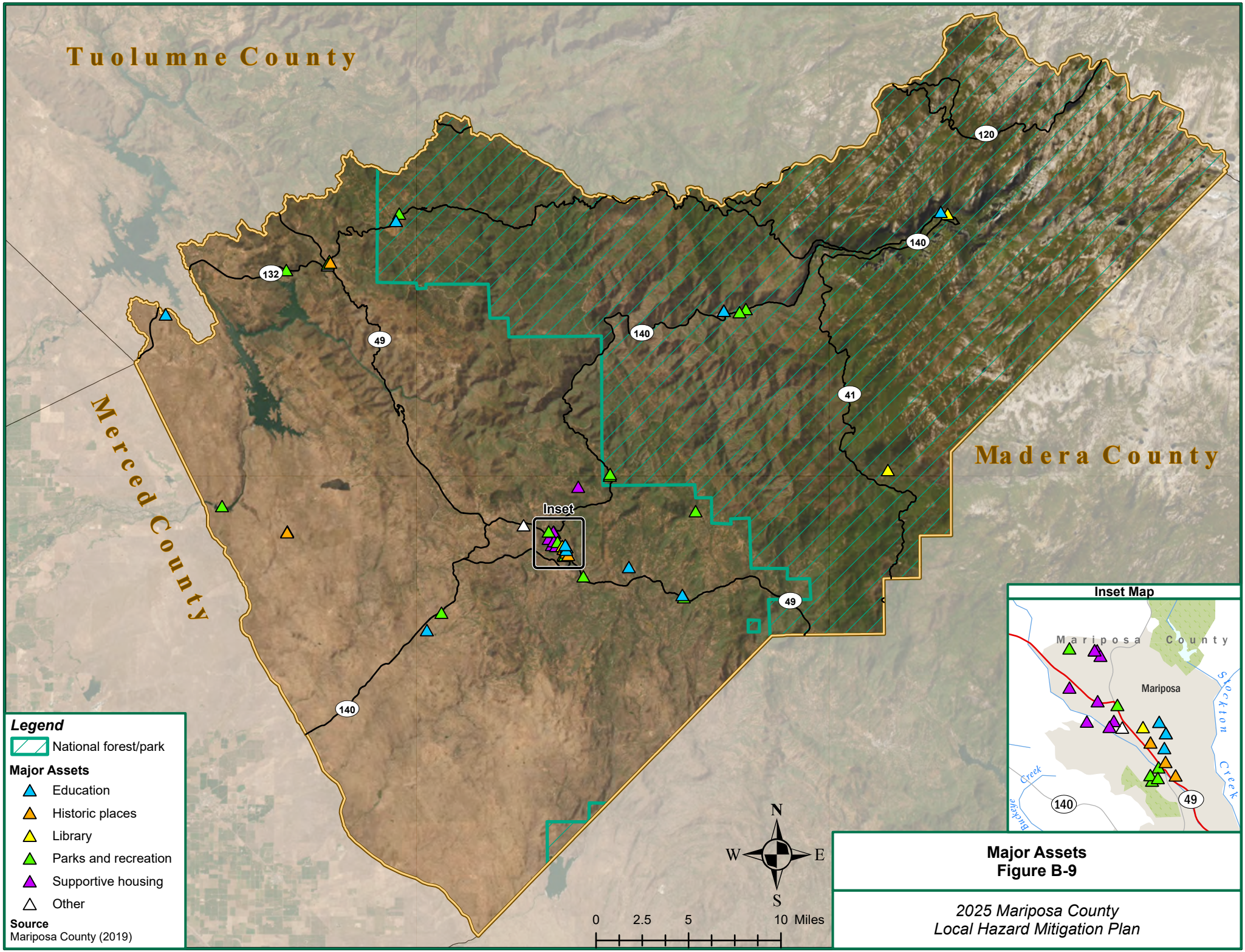
2025 Mariposa County
Local Hazard Mitigation Plan


Tuolumne County
Merced County
Madera County
120
140
132
49
140
41
49
140
N
W
E
S
0 2.5 5 10 Miles
Legend
National forest/park
Critical Facilities and Infrastructure - Transportation
Airport
County-maintained bridge
County-maintained road
State Highway
Source
Mariposa County (2019)
Critical Facilities and Infrastructure - Transportation
Figure B-7
2025 Mariposa County
Local Hazard Mitigation Plan



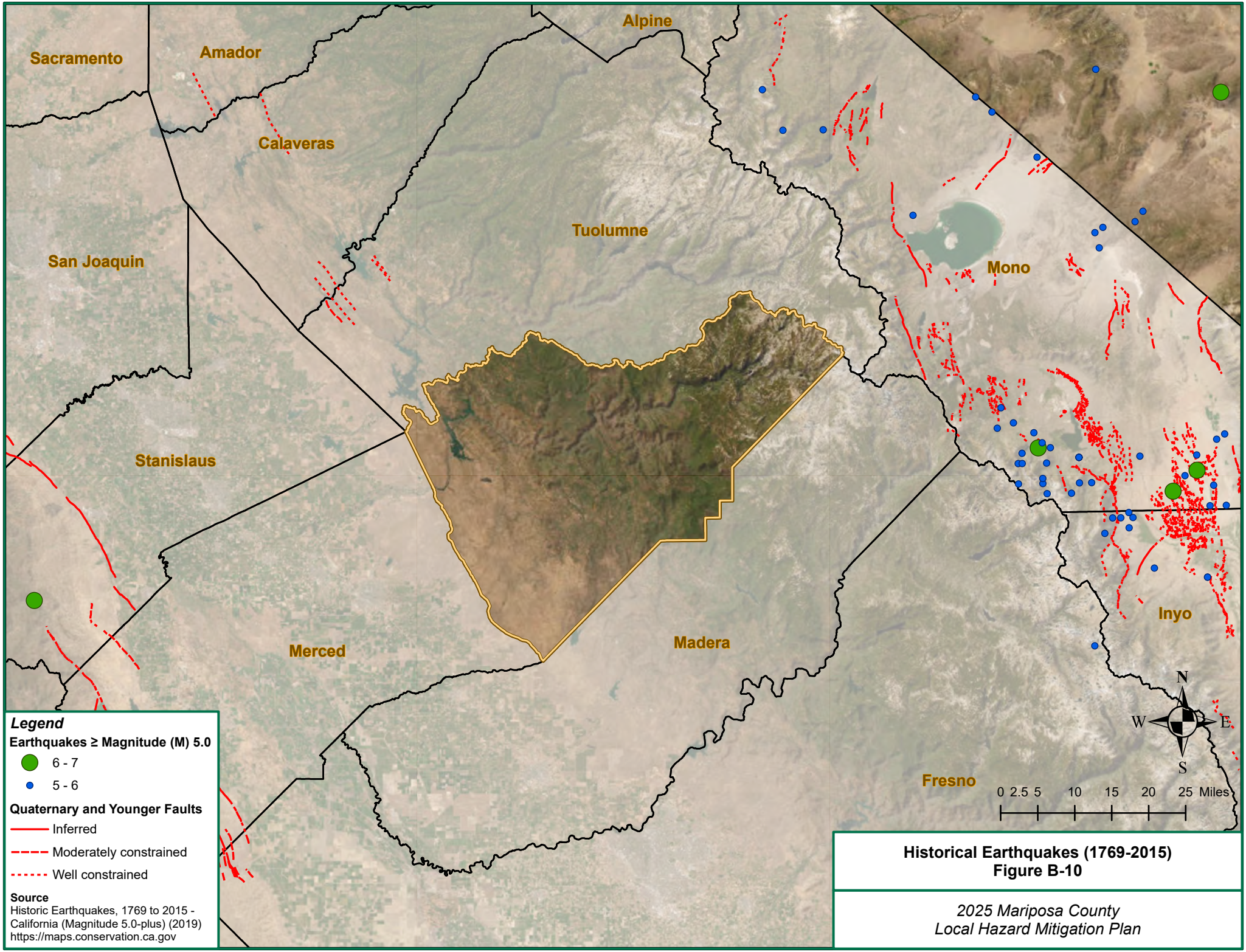
Critical Facilities and Infrastructure - Future
Figure B-8

2025 Mariposa County
Local Hazard Mitigation Plan



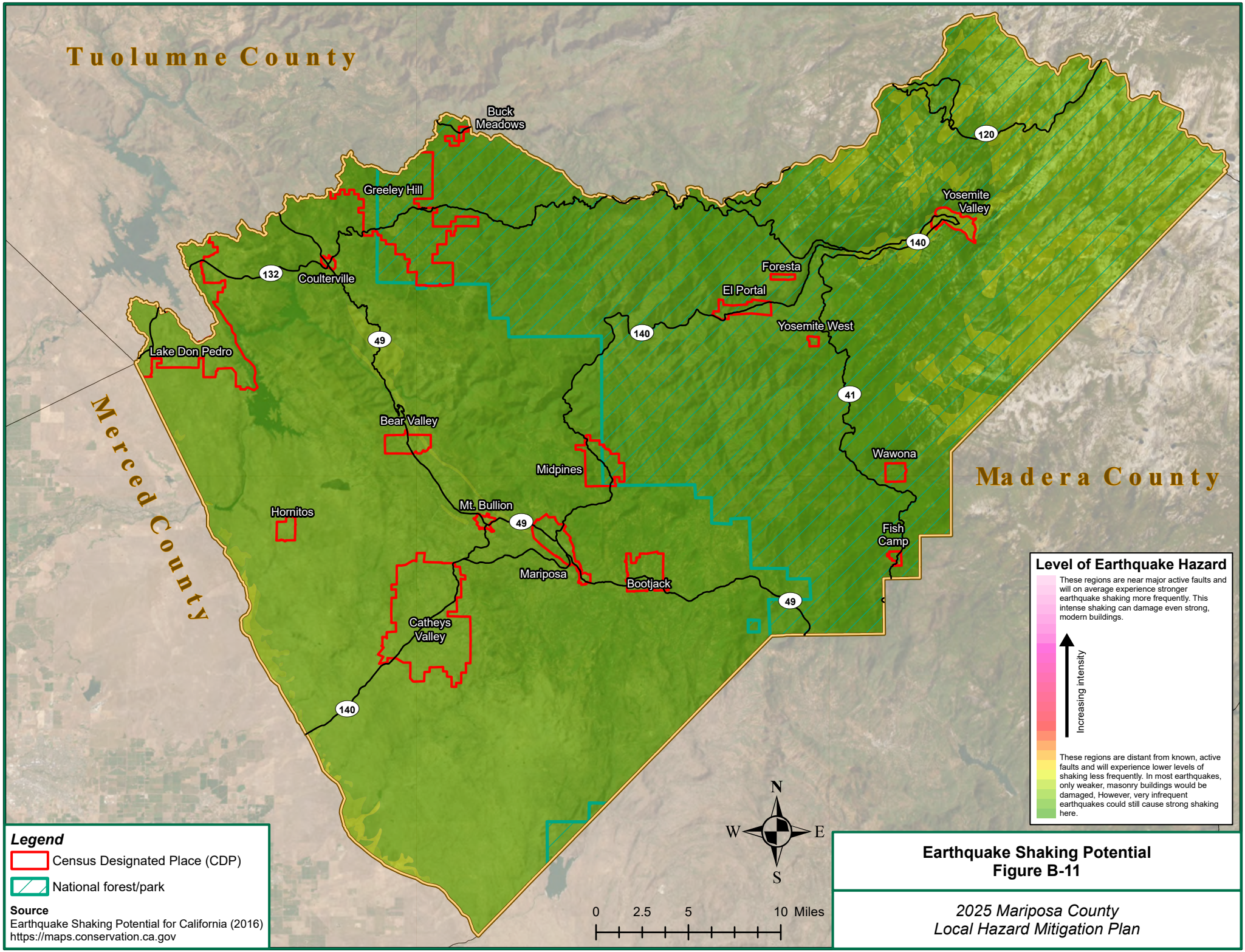
Major Assets
Figure B-9

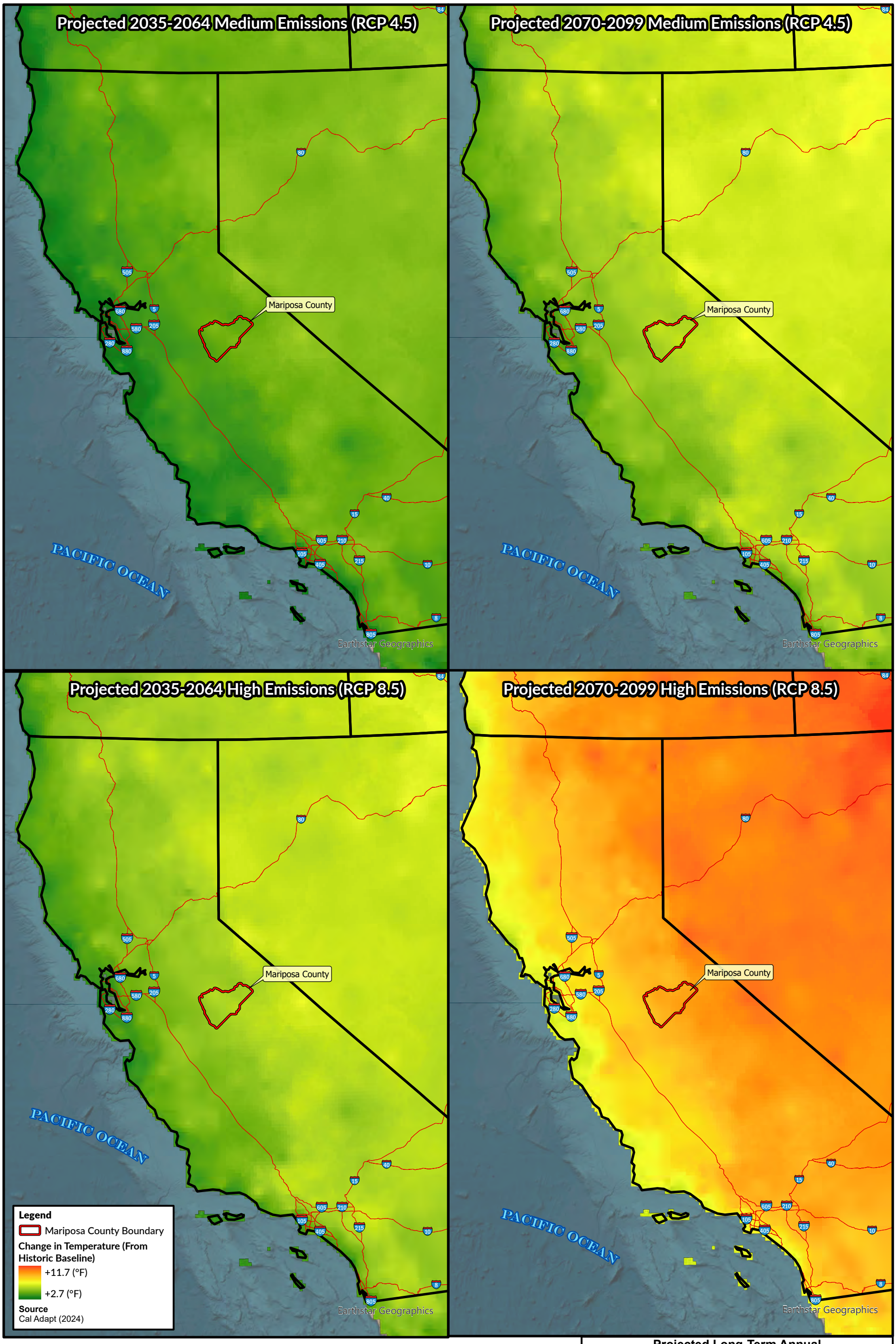
2025 Mariposa County
Local Hazard Mitigation Plan



Historical Earthquakes (1769-2015)
Figure B-10

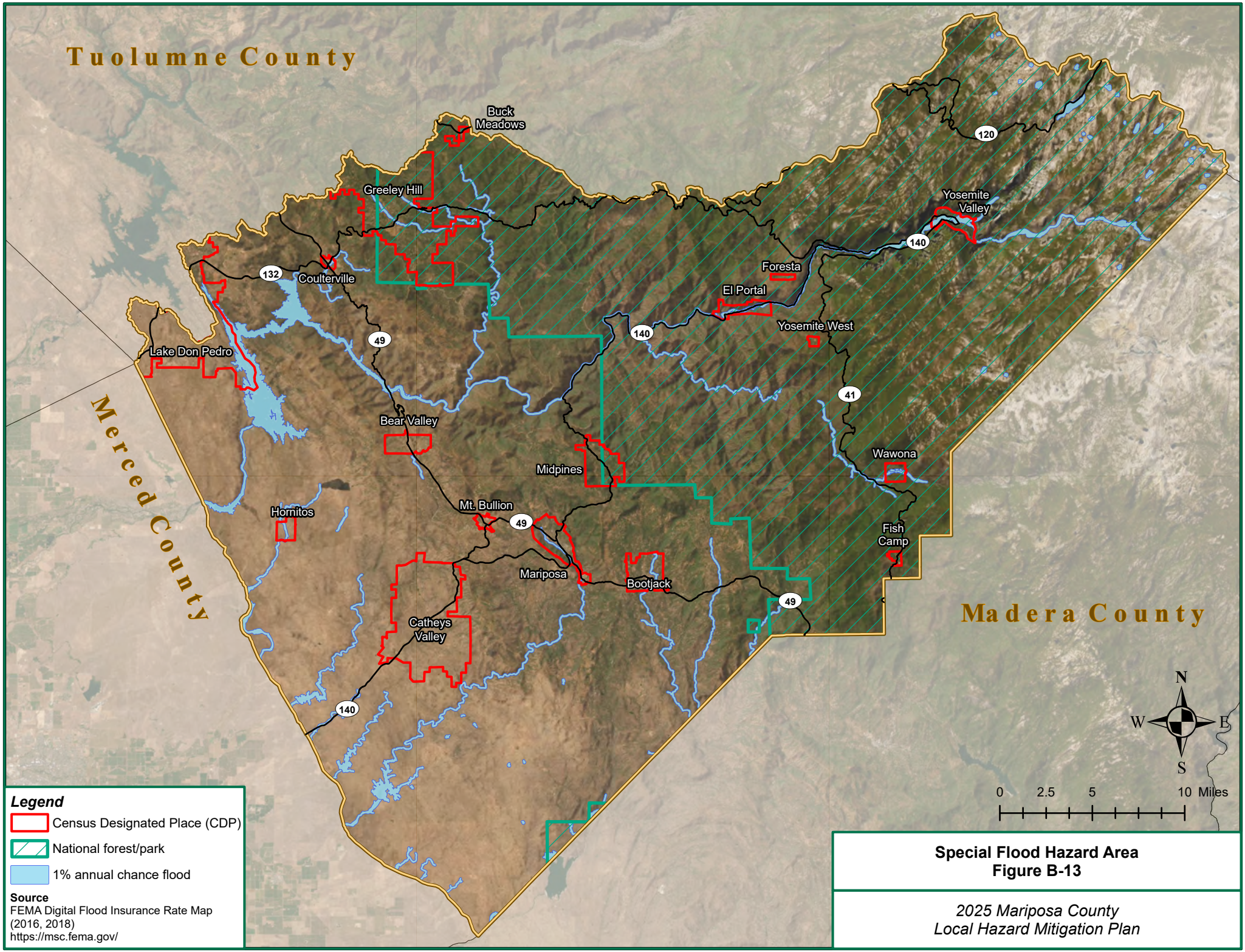
2025 Mariposa County
Local Hazard Mitigation Plan

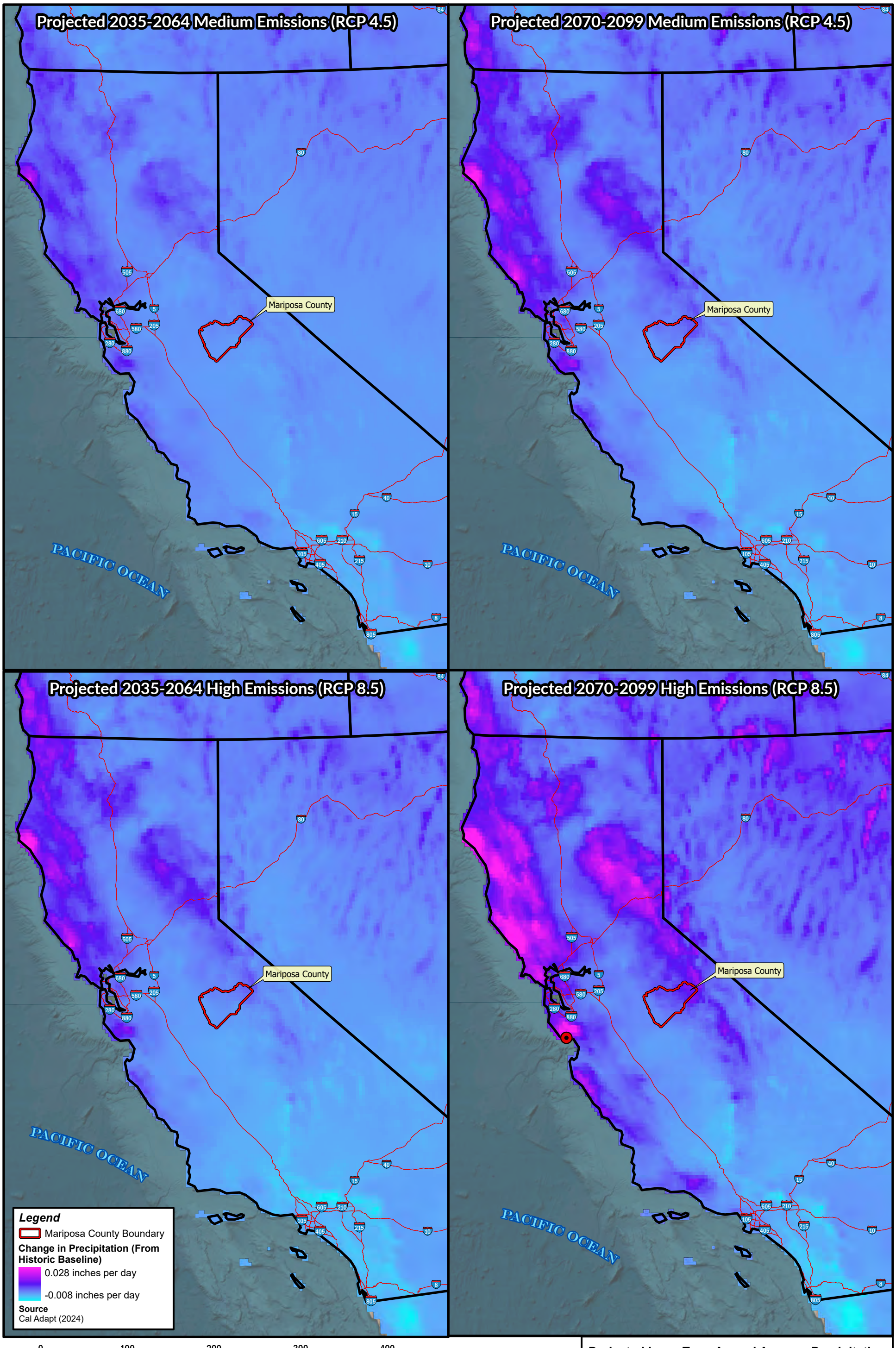

Tuolumne County
Merced County
Madera County
Buck Meadows
Greeley Hill
Coulterville
Lake Don Pedro
Bear Valley
Hornitos
Midpines
Mt. Bullion
Mariposa
Bootjack
Catheys Valley
Foresta
El Portal
Yosemite West
Yosemite Valley
Wawona
Fish Camp
120
132
49
140
41
Level of Earthquake Hazard
These regions are near major active faults and will on average experience stronger earthquake shaking more frequently. This intense shaking can damage even strong, modern buildings.
Increasing intensity
These regions are distant from known, active faults and will experience lower levels of shaking less frequently. In most earthquakes, only weaker, masonry buildings would be damaged, However, very infrequent earthquakes could still cause strong shaking here.
Legend
Census Designated Place (CDP)
National forest/park
Source
Earthquake Shaking Potential for California (2016)
https://maps.conservation.ca.gov
N
W
E
S
0 2.5 5 10 Miles
Earthquake Shaking Potential
Figure B-11
2025 Mariposa County
Local Hazard Mitigation Plan



Projected Long-Term Annual Average Maximum Temperature
Figure B-12

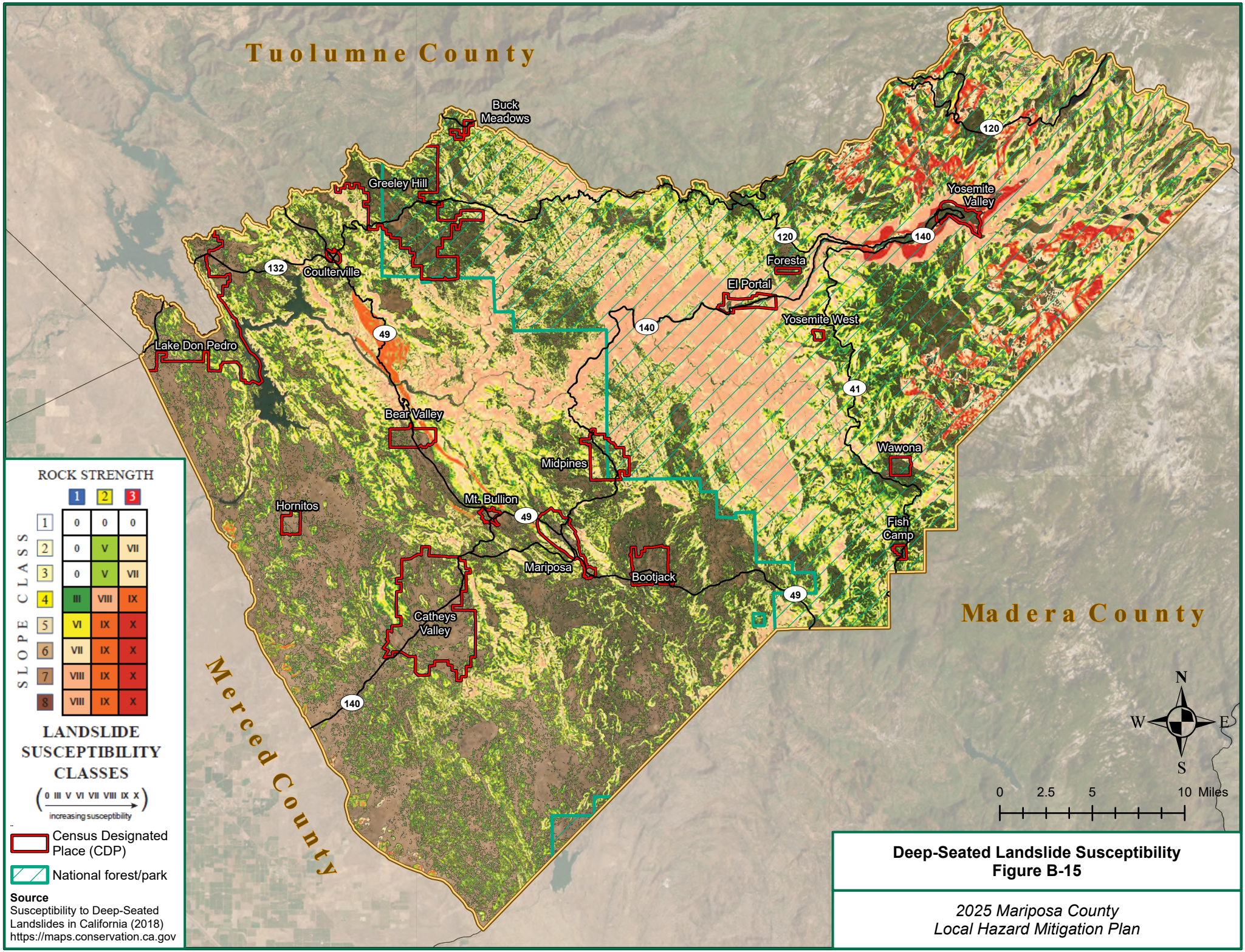
2025 Mariposa County Local Hazard Mitigation Plan


Tuolumne County
Merced County
Madera County
Buck Meadows
Greeley Hill
Coulterville
Lake Don Pedro
Bear Valley
Hornitos
Midpines
Mt. Bullion
Mariposa
Catheys Valley
Bootjack
Foresta
El Portal
Yosemite West
Yosemite Valley
Wawona
Fish Camp
120
132
49
140
41
N
W
E
S
0 2.5 5 10 Miles
Legend
Census Designated Place (CDP)
National forest/park
1% annual chance flood
Source
FEMA Digital Flood Insurance Rate Map (2016, 2018)
https://msc.fema.gov/
Special Flood Hazard Area
Figure B-13
2025 Mariposa County
Local Hazard Mitigation Plan



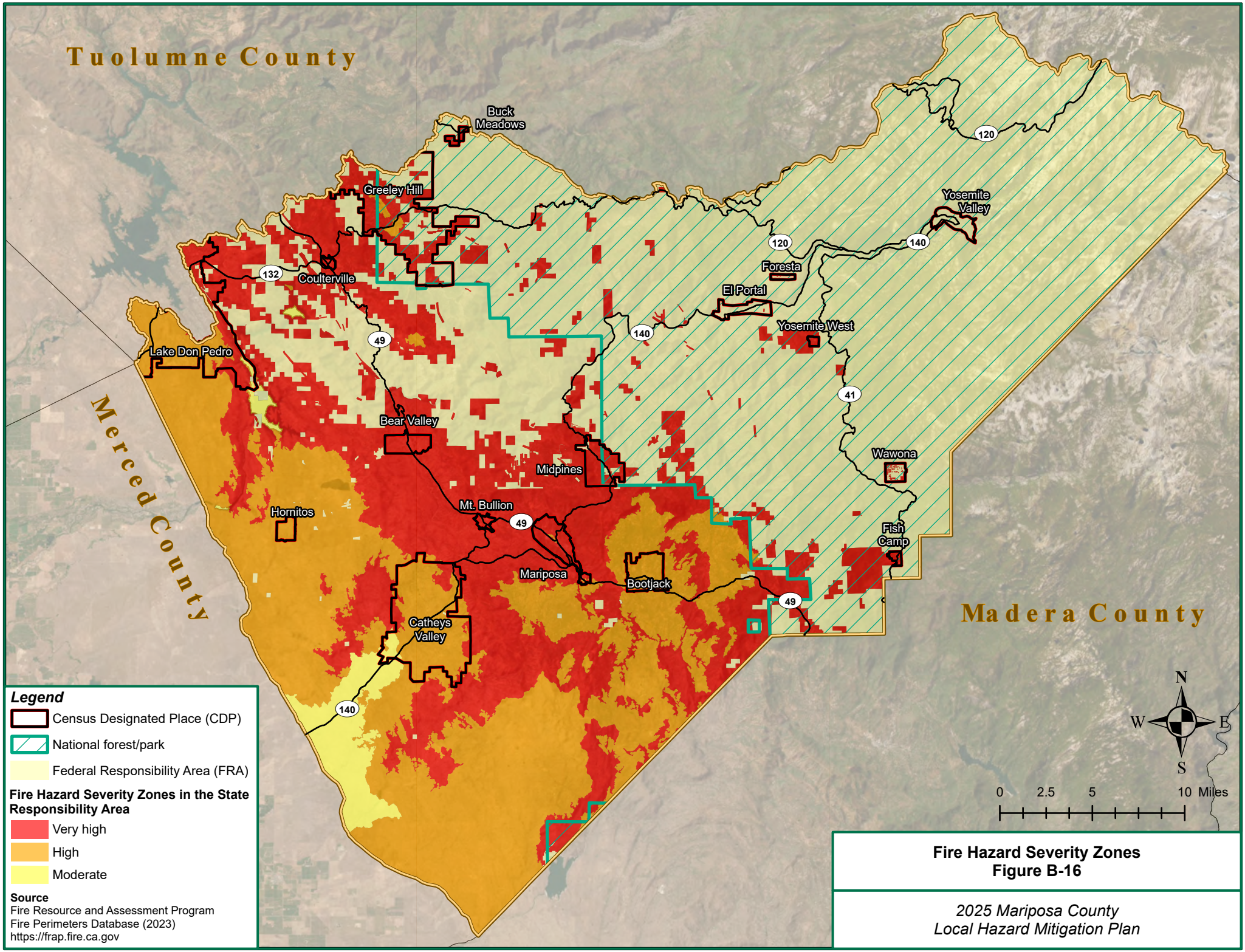
Projected Long-Term Annual Average Precipitation
Figure B-14

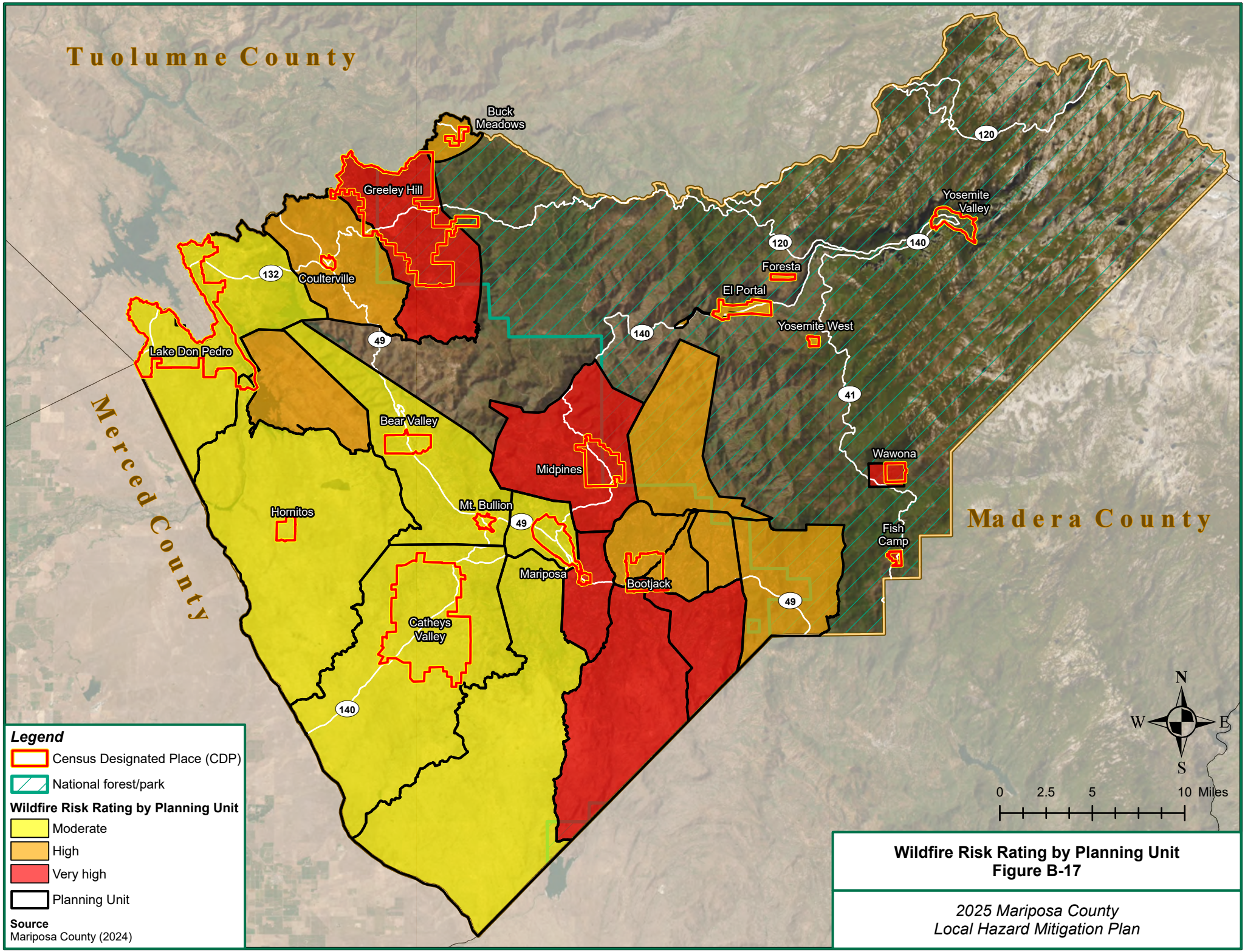
2025 Mariposa County
Local Hazard Mitigation Plan

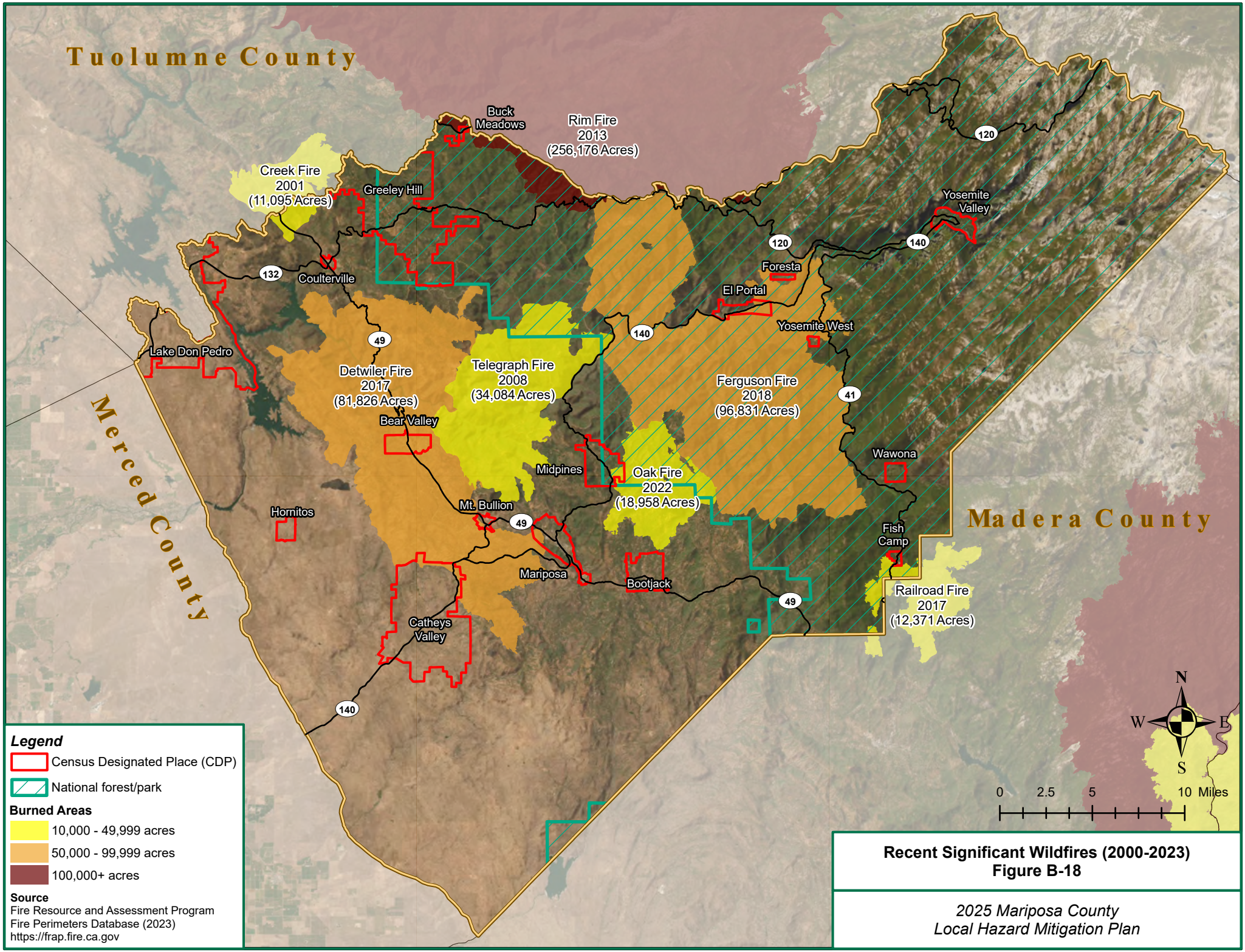


Deep-Seated Landslide Susceptibility
Figure B-15

2025 Mariposa County
Local Hazard Mitigation Plan

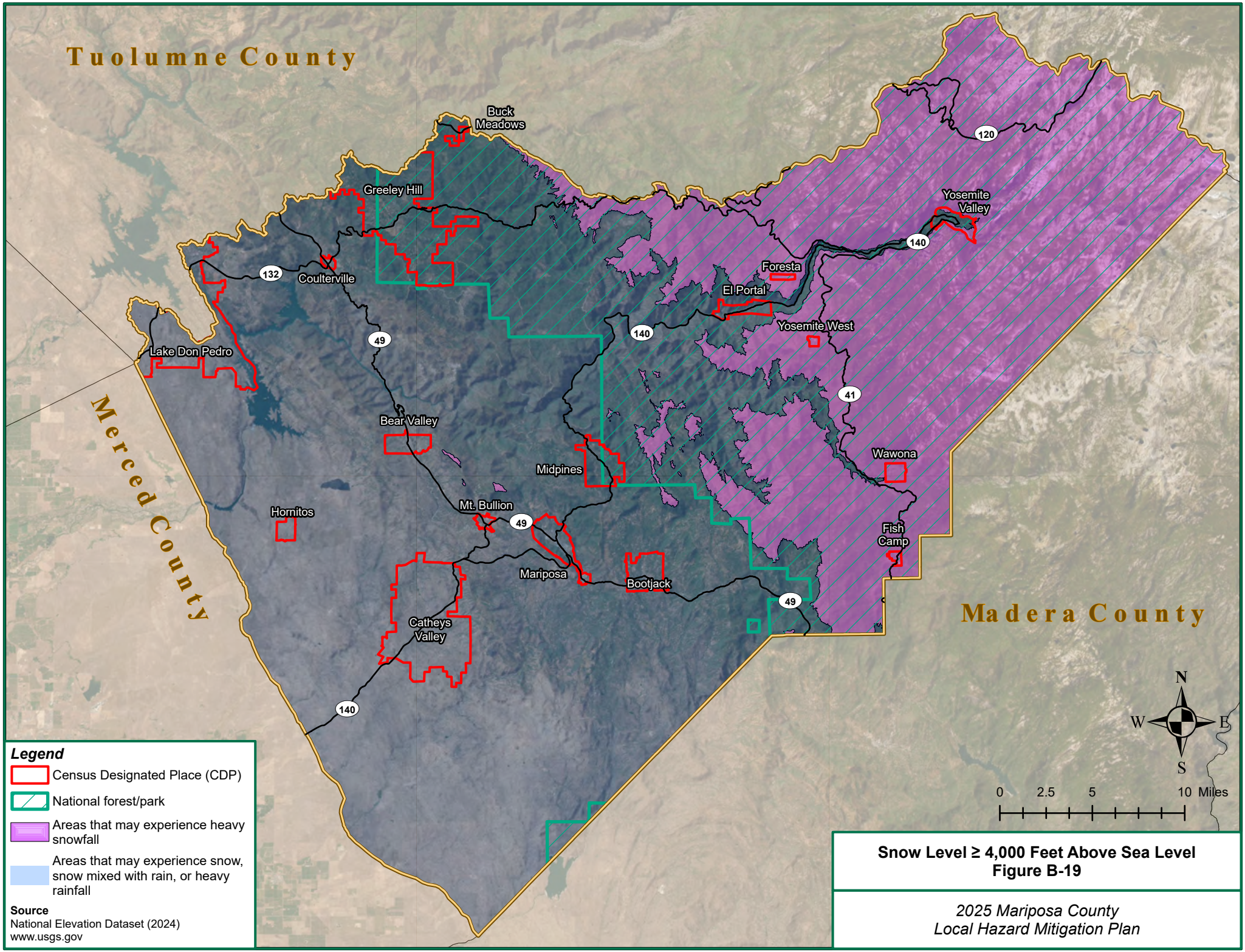

Tuolumne County
Merced County
Madera County
Buck Meadows
Greeley Hill
Coulterville
Lake Don Pedro
Bear Valley
Midpines
Mt. Bullion
Hornitos
Mariposa
Bootjack
Catheys Valley
Yosemite Valley
Foresta
El Portal
Yosemite West
Wawona
Fish Camp
120
132
49
140
41
Legend
Census Designated Place (CDP)
National forest/park
Federal Responsibility Area (FRA)
Fire Hazard Severity Zones in the State Responsibility Area
Very high
High
Moderate
Source
Fire Resource and Assessment Program
Fire Perimeters Database (2023)
https://frap.fire.ca.gov
N
W
E
S
0 2.5 5 10 Miles
Fire Hazard Severity Zones
Figure B-16
2025 Mariposa County
Local Hazard Mitigation Plan


Tuolumne County
Merced County
Madera County
Buck Meadows
Greeley Hill
Coulterville
Lake Don Pedro
Bear Valley
Hornitos
Midpines
Mt. Bullion
Mariposa
Catheys Valley
Bootjack
Foresta
El Portal
Yosemite Valley
Yosemite West
Wawona
Fish Camp
120
132
49
140
41
Legend
Census Designated Place (CDP)
National forest/park
Wildfire Risk Rating by Planning Unit
Moderate
High
Very high
Planning Unit
Source
Mariposa County (2024)
N
W
E
S
0 2.5 5 10 Miles
Wildfire Risk Rating by Planning Unit
Figure B-17
2025 Mariposa County
Local Hazard Mitigation Plan



Recent Significant Wildfires (2000-2023)
Figure B-18

2025 Mariposa County
Local Hazard Mitigation Plan


Tuolumne County
Merced County
Madera County
Buck Meadows
Greeley Hill
Coulterville
Lake Don Pedro
Bear Valley
Hornitos
Midpines
Mt. Bullion
Mariposa
Bootjack
Catheys Valley
Foresta
El Portal
Yosemite West
Yosemite Valley
Wawona
Fish Camp
120
132
49
140
41
N
W
E
S
0 2.5 5 10 Miles
Legend
Census Designated Place (CDP)
National forest/park
Areas that may experience heavy snowfall
Areas that may experience snow, snow mixed with rain, or heavy rainfall
Source
National Elevation Dataset (2024)
www.usgs.gov
Snow Level ≥ 4,000 Feet Above Sea Level
Figure B-19
2025 Mariposa County
Local Hazard Mitigation Plan

Appendix C – Mitigation Strategy

Table C-1: Recommended Mitigation Actions

1. Fuel Management Projects	
Overview	Fuel management for wildfires refers to the practice of reducing the amount of flammable vegetation to restore and maintain ecosystems and limit the negative impacts of wildfires. Fuel management projects include but are not limited to prescribed burning, thinning, mechanical removal, pruning, chipping, creating fire breaks, implementing biological methods, and using chemical means. These projects are usually determined with input from multiple agencies to encourage an "all hands, all lands" approach to wildland fire management.
Hazards	Wildfire
Goals	3, 4, 5, and 7
Asset Type	Existing residential and nonresidential structures, critical facilities and infrastructure, and other community assets
Benefits and Costs	Fuel management projects for Mariposa County may already be pre-identified in the California Department of Forestry and Fire Protection (CAL FIRE) Madera Mariposa Merced Unit Strategic Fire Plan, Mariposa Community Wildfire Protection Plan, and the Mariposa Creek Parkway Master Plan, as well as by organizations including the Mariposa County Fire Safe Council, Mariposa County Fire Advisory Committee, and CAL FIRE. In addition, existing tools such as the Mariposa County Community Wildfire Protection Plan's risk assessment/rating can be used to help identify and prioritize such future projects. The Federal Emergency Management Agency (FEMA) is required to evaluate and consider potential environmental impacts before funding or approving projects and programs. Before any fuel reduction and/or fuel treatment projects can be implemented, an extensive review process will also be required to ensure compliance with the California Environmental Quality Act (CEQA) and regulatory agencies. These types of projects may be eligible for FEMA Building Resilient Infrastructure and Communities (BRIC) / Hazard Mitigation Grant Program (HMGP) funding and CAL FIRE grants. In addition, counties that have recently received Fire Mitigation Assistance Grant declarations may be eligible for HMGP-Post Fire mitigation funding. In recent funding rounds, California Office of Emergency Services (Cal OES) has prioritized applications with a total cost of less than $1 million. The creation and maintenance of fire breaks are not an eligible FEMA activity. These types of mitigation projects have recently been funded through FEMA and CAL FIRE grants.
Project Example	Mariposa Creek Hazardous Fuel Reduction Project Management, Mariposa Fire Safe Council's Fuel Reduction Projects for John C. Fremont Hospital and Lushmeadows, and the 2019 – current Ponderosa West Grass Valley (Nevada County) Defense Zone CAL FIRE Wildfire Prevention Grant Program-funded Project

2. Home Hardening Initiative	
Overview	Home hardening programs are designed to "harden" or retrofit structures in a cost-effective manner. Hardening programs are generally three steps. Step 1 includes an initial public outreach campaign and application process for interested homeowners. Step 2 consists of an onsite assessment and a list of recommendations to reduce vulnerability of a structure to wildfires, including creating defensible space and retrofitting roofs, roof edges, rain gutters, vents, siding, skylights, windows, decks, garages, chimneys, and fences with ignition-resistant materials to reduce the vulnerability of a structure to wildfires. Step 3 is implementing the recommended measures. Since 2023, the Mariposa County Resource Conservation District (MCRCD) has had a free onsite assessment program to help residents harden their homes against wildfire. The program's team of technical experts performs an onsite assessment and creates a list of recommendations specific to the home. When possible, the MCRCD also installs ember screens on attic and crawlspace vents and clears vegetation. Mariposa County could work in conjunction with the MCRCD to expand its existing program, including securing funding to implement more hardening activities. Focus of the expanded program could also include prioritizing underserved populations, such as the elderly, as well as those identified in the high–very high Fire Hazard Severity Zone and/or the high–very high wildfire risk rating Planning Unit areas, or parcels with no environmental and historic preservation issues that are ready for groundbreaking activities upon approval.
Hazards	Wildfire
Goals	1 and 5
Asset Type	Existing residential structures
Benefits and Costs	A home hardening program, including program brochures, technical expertise, and applications, already exists in Mariposa County. This program could be implemented to expand and/or supplement the existing MCRCD program. Home hardening projects may be eligible for FEMA BRIC/HMGP funding and CAL FIRE grants. In addition, counties that have recently received Fire Mitigation Assistance Grant declarations may be eligible for HMGP-Post Fire mitigation funding. In recent funding rounds, Cal OES has prioritized applications with a total cost of less than $1 million. In addition, the California Wildfire Mitigation Program Joint Powers Authority, currently in a demonstration phase, is being designed to help low-income high fire risk communities implement home hardening and defensible space. The program is currently funded for pilot communities at 75 percent through FEMA HMGP funds and matched 25 percent with state appropriated funds.
Project Example	California Wildfire Forest & Resilience Task Force's Home Hardening, MCRCD Home Hardening Program, and the 2022–2023 California Wildfire Mitigation Program (Lake County) Home Hardening Initiative HMGP-funded Project

3. Hazardous Tree Removal Program	
Overview	Hazard tree removal programs are the strategic removal of hazardous trees to make a planning area safer before, during, and after a disaster. A hazardous tree removal program in Mariposa County could make major corridors, particularly emergency evacuation routes, safer for residents in the event of a disaster, including wildfire, windstorm, and winter storm. In addition, removing unhealthy trees can help create healthier environments for other vegetation. Hazardous tree removal programs are generally two steps. During Step 1, a certified arborist performs a field survey of all public right-of-way "street" trees to identify trees that are potential hazards and provide recommendations for thinning or removal. During Step 2, the trees identified in Step 1 would be removed.
Hazards	Wildfire, windstorm, and winter storm
Goals	1, 2, and 3
Asset Type	Existing critical infrastructure
Benefits and Costs	This type of project is already being implemented in Mariposa County through its Tree Mortality Mitigation Program. The project would create natural fuel breaks, reduce wildfire severity, reduce downed trees due to windstorms and winter storms, and provide for safer passage of both civilian and public safety vehicles along the treated corridors particularly during evacuation. Mariposa County Public Works Department is in the process of mitigating tree mortality hazards along County maintained roadways and properties. This type of program may be eligible for FEMA BRIC/HMGP funding and CAL FIRE grants. In addition, counties that have recently received Fire Mitigation Assistance Grant declarations may be eligible for HMGP-Post Fire mitigation funding. In recent funding rounds, Cal OES has prioritized applications with a total cost of less than $1 million. FEMA is required to evaluate and consider potential environmental impacts before funding or approving projects and programs. However, these trees could constitute fire fuel within the travel way and need to be removed per the California Department of Transportation Guidelines for Defensible Space in State right-of-way and therefore may be exempt from CEQA. This type of mitigation project has recently been funded through HMGP.
Project Example	Mariposa County Tree Mortality Mitigation Program and the 2024 City of Poway (San Diego County) Hazardous Tree Removal HMGP-funded Project

4. Community Resilience Centers and Climate Resilience Awareness	
Overview	A Community Resilience Center (CRC) or hub is a trusted community facility that supports residents and coordinates resource distribution and services before, during, or after a hazard event or disaster. CRCs are part of a new California Strategic Growth Council initiative to have a dedicated community space during climate and other emergencies and to use year-round for services and ongoing programming to build overall community resilience. Mariposa County could build new CRCs and/or upgrade existing community gathering spaces to become a CRC. Existing community spaces may include schools, libraries, community and youth centers, health clinics, places of worship, independent living centers, etc. The project should include comprehensive retrofits, including solar installations and energy and water efficiency appliances and upgrades; broadband infrastructure; and the water and energy storage systems that support the ability of the CRCs to provide shelter during emergencies. Public involvement programs at the CRCs could include climate resilience awareness materials and workshops for community members to discover hazards in their area, learn steps to reduce personal risk, and know how to safely evacuate and access CRCs.
Hazards	Extreme heat, flood, landslide, wildfire, and winter storm
Goals	1, 3, 4, and 7
Asset Type	Existing and future community assets
Benefits and Costs	This project addresses the community's desire to have a recreation center that could also serve as a CRC, per the Mariposa County Recreation & Resiliency Plan and the Mariposa Creek Parkway Master Plan, and supports the resiliency programs and functions identified in the plan, including workshops that engage residents in emergency preparedness exercises, resilient infrastructure improvements and installation tutorials, development of an energy hub to supply temporary electricity to the community if the local power grid goes down, connection of community members to existing sources of aid and local community programs, emergency assembly location and an aid distribution center, and a wildfire training facility. This project may be eligible for California's Community Resilience Centers Planning Grants for applicants exploring ideas and potential for local resilience centers. Grants range from $100,000 to $500,000 each for planning and pre-development, community engagement and coordination, and site preparation activities. In addition, this project may be eligible for a CRC Implementation Grant for applicants with a project site, local partners, and plan to build climate and community resilience. Grants range from $1 million to $10 million each for activities, including pre-development, community engagement, construction, services and programs, and evaluation.
Project Example	California Strategic Growth Council's Community Growth Council and Tuolumne County Resilience Centers

5. Tree Planting in Opportunity Zones, Other Underserved Communities, and Burn Scar Areas	
Overview	Trees and other large plants that provide shade have a natural cooling effect, thereby reducing surface temperatures and creating more comfortable microclimates. They also improve air quality by absorbing air pollutants. This project could increase tree cover in public spaces, such as parks, in Mariposa County's two federally designated Opportunity Zones and other underserved communities, as well as in recent burn scar areas, thereby reducing the impacts of heat islands, mitigating urban flooding during extreme rainfall events, and improving air quality.
Hazards	Extreme heat and flood
Goals	1, 4, 5, and 7
Asset Type	Public spaces
Benefits and Costs	This type of project has already been identified as a strategy in the Mariposa County Recreation & Resiliency Plan. Per the California Air Resources Board, "In addition to reducing harmful air pollutants, trees and plants have many other benefits to health and quality of life. Increased shade reduces human exposure to the sun's ultraviolet rays. Their cooling effects on neighborhoods and on indoor temperatures can help decrease health impacts from summertime heat waves." This project will require the County to have the resources and staff to plant and maintain street trees and landscaping. For this project, the County could partner/utilize AmeriCorp's members who are trained as urban forestry & outreach specialists as well as with local middle school and high school horticultural programs. The project may be eligible for a FEMA BRIC/HMGP innovative mitigation activity, and similar projects have recently been funded through BRIC.
Project Idea	2024 City of Portland Tree Planting for Heat Mitigation BRIC-funded Project
6. Streambank and Slope Stabilization Measures	
Overview	Streambank and slope stabilization measures reduce the risk of slope failures due to soil erosion from droughts, floods, landslides, wildfires, and winter storms. In Mariposa County, stabilization measures could include traditional "hard" techniques, natural-based solutions/bioengineered techniques, or a hybrid approach, including installing geosynthetics, surface and subsurface drainage, stabilizing sod, and vegetative buffer strips; preserving mature vegetation; decreasing slope angles; and stabilizing with riprap and other means of slope anchoring.
Hazards	Drought, flood, landslide, wildfire, and winter storm
Goals	3 and 7

Asset Type	Existing residential and nonresidential structures, critical facilities and infrastructure, and other community assets
Benefits and Costs	This type of project has already been identified as a preferred strategy in the Mariposa Creek Parkway project. This type of project may be eligible for FEMA BRIC/HMGP funding. Proposed stabilization projects must meet program eligibility requirements, which include mitigation of potential structure or infrastructure. Before any stabilization measures can be implemented, an extensive review process will also be required to ensure compliance with CEQA and regulatory agencies. This type of project has recently been funded through BRIC.
Project Example	2024 Mariposa Creek Parkway Phase 4 Special Plan, 2023 FEMA Hazard Mitigation Policy Aid: Drought Mitigation, 2023 Sweetwater Branch (Florida) Creek Stabilization BRIC-funded Project, and the 2020 Ninemile Creek (Montana) Pre-Disaster Mitigation Grant-funded Project
7. Public Education Campaign by Emergency Management Phase	
Overview	Public education campaigns are organized efforts to inform and educate the public about specific issues, policies, or behaviors. These campaigns often leverage various communication strategies and platforms, such as web-based material or an app. Mariposa County could develop a campaign that educates the public on steps that can be taken during each emergency management phase of a disaster (mitigation, preparedness, response [for both evacuation and sheltering in place], and recovery) for each hazard identified in this plan. Educational material could include how to recognize warnings and alerts, make an emergency plan, review important documents, strengthen your home and know of hardening resources, stay safe, shelter in place, know your evacuation zone and evacuation routes, and know where to shelter when evacuated (including where to take large and small animals).
Hazards	All
Goals	2 and 3
Asset Type	Existing residential structures
Benefits and Costs	Key benefits of a public outreach campaign include increased awareness, community engagement, and behavior change. Costs associated with a public education campaign can include staffing, design and printing of materials, advertising costs across various media platforms like social media or traditional media, and website development or maintenance fees. This type of project may be eligible for Emergency Management Grant Preparedness funding.
Project Example	FEMA mobile app, ready.gov

8. Mariposa Creek Parkway Nature-Based Solutions and Green Infrastructure Projects	
Overview	According to the U.S. Department of the Interior, nature-based solutions are "actions that incorporate natural features and processes to protect, conserve, restore, sustainably use, and manage natural or modified ecosystems to address socio-environmental challenges while providing measurable co-benefits to and benefit both people and nature." Nature-based solutions encompass a range of approaches and practices, including but not limited to habitat construction and restoration, disaster risk reduction, and green infrastructure. According to FEMA, the common thread is that nature-based solutions mimic natural processes and offer diverse benefits. Green infrastructure is a type of nature-based solution that combines natural elements with built or engineered solutions (also referred to as grey infrastructure) to improve resilience to climate impacts. Green infrastructure projects combat stormwater flooding by allowing the ground to store or soak up the water collected from storms until the stormwater system can catch up and slowly drain water out of the area. Green infrastructure projects can often be built into a site, corridor, or neighborhood without requiring additional space and include rain gardens, green roofs, vegetative swales, permeable pavement, tree trenches, rainwater harvesting, green streets, and stormwater parks. In Mariposa County, nature-based solutions and green infrastructure projects could be implemented to protect, conserve, restore, and sustainably use and manage ecosystems by reducing the effects of drought, extreme heat, floods, landslides, and wildfires.
Hazards	Drought, extreme heat, flood, landslide, and wildfire
Goals	1, 4, 5, and 7
Asset Type	Existing residential and nonresidential structures, critical facilities and infrastructure, and other community assets
Benefits and Costs	These types of projects have already been identified as strategies in the Mariposa County Recreation & Resiliency Plan, Mariposa Creek Parkway Master Plan, and Mariposa Creek Parkway Phase IV Special Plan and include bank stabilization, large wood structures, riparian planting, and floodplain connection; upland restoration; floodplain connection and focal species habitat creation; stormwater parks; secondary trails; and invasive species removal and native plant reintroduction. According to the U.S. Environmental Protection Agency, "Investing in green infrastructure…can improve community resiliency and provide economic stability by adding green local jobs, reducing infrastructure costs, and decreasing property damage from flooding." Development of nature-based solutions and green infrastructure projects along the Mariposa Creek Parkway will trigger several regulations including compliance with CEQA and regulatory agencies. These types of projects have recently been funded through HMGP and BRIC.
Project Example	2021 FEMA Building Community Resilience with Nature-Based Solutions: Guide For Locals and Stormwater, 2023 St. Roch (Louisiana) Drainage Improvement and Green Infrastructure HMGP-funded Project, and 2024 Pinehaven (Reno, Nevada) Fuel Mitigation and Erosion Control HMGP-funded Project

9. Auxiliary Power for Critical Facilities and Infrastructure	
Overview	Backup power for critical facilities and infrastructure is designed to automatically activate within seconds of a power outage, providing uninterrupted power to essential systems. In Mariposa County, auxiliary power sources could be installed for fire station #22, which currently lacks a backup power system.
Hazards	Extreme heat, wildfire, windstorm, and winter storm
Goals	2 and 3
Asset Type	Existing critical facilities and infrastructure
Benefits and Costs	A permanently installed generator that is a standalone project can be considered under regular HMGP funding if the generator protects a critical facility. Project costs may also need to include/consider critical facility electrical upgrades. This type of mitigation project has recently been funded through HMGP.
Project Example	2024 El Dorado Irrigation District (El Dorado County) Emergency Backup Generator Upgrades HMGP-funded Project and the 2019 City of Santa Rosa (Sonoma) Critical Infrastructure Upgrade HMGP-funded Project
10. All Hazard Planning Code /Safety Element Update	
Overview	Planning documents and zoning codes should be periodically reviewed and updated to reflect changes in hazard risks and technological advancements in disaster mitigation. This project could update zoning codes and the General Plan's Safety Element as well as prepare applicable implementation guidelines.
Hazards	All
Goals	7
Asset Type	Future residential and nonresidential structures, critical facilities and infrastructure, and other community assets
Benefits and Costs	An update to the Safety Element will better align County plans. The Mariposa County Planning Department already intends to update the Mariposa County General Plan, including the Safety Element, in 2026. This type of mitigation project has recently been funded through HMGP. Eligibility requirements are defined in Part 11. Capability and Capacity Building of the 2024 Hazard Mitigation Assistance Program (A. Hazard Mitigation Planning and Planning-Related Activities and F. Codes and Standards).
Project Idea	2023 City of Angel Camp All Hazards Codes Update HMGP-funded Project

Key: BRIC = Building Resilient Infrastructure and Communities; CAL FIRE = California Department of Forestry and Fire Protection; Cal OES = California Office of Emergency Services; CEQA = California Environmental Quality Act; CRC = Community Resilience Center; FEMA = Federal Emergency Management Agency; HMGP = Hazard Mitigation Grant Program; MCRCD = Mariposa County Resource Conservation District

Appendix D – Plan Maintenance

Annual Review Tracker (insert year)

Task	Description
Disasters/hazards that occurred over the past year	
Critical facilities and infrastructure as well as other major assets damaged from disasters/hazards that occurred over the past year	
Mitigation-focused public outreach that was conducted over the past year	
Mitigation actions (measures and projects) that were implemented over the past year and mitigation goals that they addressed (as identified in Appendix C)	
New and/or updated studies, reports, and maps that were published over the past year	
Changes made to 2025 LHMP over the past year or needed to be made to the future LHMP	
Additional information	

Key: LHMP = Local Hazard Mitigation Plan

Appendix E – Adoption Resolution

To be included after the 2025 LHMP has been adopted.

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2025-1197

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Waive the Second Reading and Adopt an Ordinance Titled "Amending the Text of Section VI(A)(1) of the Coulterville Town Plan to Add Special Occupancy Parks as Defined in the State Health and Safety Code as Conditional Uses in the Highway Service Commercial Land use Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100". Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

RECOMMENDATION AND JUSTIFICATION

Waive the Second Reading and Adopt an Ordinance Titled "Amending the Text of Section VI(A)(1) of the Coulterville Town Plan to Add Special Occupancy Parks as Defined in the State Health and Safety Code as Conditional Uses in the Highway Service Commercial Land use Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100". Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001.

This ordinance is required to amend the text of Section VI(A)(1) of the Coulterville Town Plan to add Special Occupancy Parks as Defined in the State Health and Safety Code as Conditional uses in the Highway Service Commercial Land use Classification pursuant to General Plan Zoning Amendment 2024-100. Applicant, Topos Ventures LLC, Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001. Item ID XX.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No past Board action on this ordinance has occurred.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and continue the ordinance item which would delay the project. Denial would require staff to prepare findings for denial and return to the Board.

FINANCIAL IMPACT

None. No budget action is a part of this request. Also, costs are born by the project applicant.

ATTACHMENTS

1. ORDINANCE

2. #2275-Draft Summary Ordinance TEXT

VOTE RESULT

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

(Not to be codified)

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING TEXT IN THE COULTERVILLE TOWN PLANNING AREA TOWN PLAN

WHEREAS, an application for a General Plan/Area Plan Amendment application was received on the 7th day of August 2024 from Topos Ventures LLC to add Special Occupancy Parks as defined in the State Health and Safety Code as conditional uses in the Highway Service Commercial land use classification in the Coulterville Town Planning Area Town Plan; and

WHEREAS, the Planning Commission held a duly noticed public hearing on General Plan/Area Plan Amendment Application No. 2024-100 on the 4th day of April, 2025 in accordance with State law and County Code; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on General Plan/Area Plan Amendment Application No. 2024-100 on the 6th day of May 2025 in accordance with State law and County Code; and

WHEREAS, A Mitigated Negative Declaration was adopted in accordance with the California Environmental Quality Act (CEQA) and a Notice of Determination has been filed for the project.

NOW THEREFORE BE IT ORDAINED, the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, does hereby ordain as follows:

Section I: Section VI(A)(1) – *Highway Service Commercial* of the Coulterville Town Planning Area Town Plan is amended as follows:

(Additions shown in *italicized and underlined* type; deletions shown in ~~double strikethrough.~~):

Highway Service Commercial:

Permitted Uses:

a. One single-family dwelling per parcel

b. Accessory buildings pertinent to the permitted uses.

Conditional Uses:

Within the Highway Commercial District the following uses subject to securing a use permit in each Case:

a. Dwellings and dwelling groups subject to the building area: lot width and yard requirements specified for medium density residential districts.
b. Hotels, Motels, Clubs, Lodge Halls, Hospitals, Sanitariums, ~~and~~ Clinics *and Special Occupancy Parks as defined in the California Health and Safety Code*.
c. Retail stores and shops of a highway commercial service character and conducted within a building, including restaurants and cafes , drive-in restaurants, refreshment stands, gift or curio shops, antique stores, bars or cocktail lounges, food stores and other uses which are of a similar character to those enumerated and will not be detrimental or obnoxious to the neighborhood in which they are located.
d. Outdoor advertising signs.
e. Public and quasi-public uses, including churches.
f. Service Stations.

Section II: If any provision of this ordinance is held to be unconstitutional, preempted by federal law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this _____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Walter W. Wall, County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE ADDING SPECIAL OCCUPANCY PARKS AS CONDITIONAL USES IN THE HIGHWAY SERVICE COMMERCIAL LAND USE CLASSIFICATION IN THE COULTERVILLE TOWN PLANNING AREA TOWN PLAN

Notice is hereby given that on Tuesday, May 20, 2025, at 9:00 a.m. or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of a proposed ordinance to amend Section VI(A)(1) of Coulterville Town Planning Area Town Plan by adding Special Occupancy Parks as conditional uses in the *Highway Service Commercial* land use classification as follows:

SECTION I: Section VI(A)(1) – *Highway Service Commercial* of the Coulterville Town Planning Area Town Plan is amended as follows:

(Additions shown in *italicized and underlined* type; deletions shown in ~~double strikethrough.~~):

Highway Service Commercial:

Permitted Uses:

a. One single-family dwelling per parcel
b. Accessory buildings pertinent to the permitted uses.

Conditional Uses:

Within the Highway Commercial District the following uses subject to securing a use permit in each Case:

a. Dwellings and dwelling groups subject to the building area: lot width and yard requirements specified for medium density residential districts.
b. Hotels, Motels, Clubs, Lodge Halls, Hospitals, Sanitariums, ~~and~~ Clinics *and Special Occupancy Parks as defined in the California Health and Safety Code*.
c. Retail stores and shops of a highway commercial service character and conducted within a building, including restaurants and cafes, drive-in restaurants, refreshment stands, gift or curio shops, antique stores, bars or cocktail lounges, food stores and other uses which are of a similar character to those enumerated and will not be detrimental or obnoxious to the neighborhood in which they are located.
d. Outdoor advertising signs.
e. Public and quasi-public uses, including churches.
f. Service Stations.

A certified copy of the full text of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

DANIELLE BONDSHU
Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2025-1198

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Waive the Second Reading and Adopt an Ordinance Titled "Amending the Land Use Diagram in the Coulterville Town Planning Area Town Plan, to Change the Single Family Residential 2.5-Acre Land use Classification Within APN 002-220-001 to the Highway Service Commercial Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100. Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001

RECOMMENDATION AND JUSTIFICATION

Waive the Second Reading and Adopt an Ordinance Titled "Amending the Land Use Diagram in the Coulterville Town Planning Area Town Plan, to Change the Single Family Residential 2.5-Acre Land use Classification Within APN 002-220-001 to the Highway Service Commercial Classification Pursuant to General Plan/Area Plan Amendment Application No. 2024-100. Applicant, Topos Ventures LLC, the Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001.

This ordinance is required in order to amended land use diagram in the Coulterville Town Planning Area Town Plan, pursuant to General Plan Zoning Amendment 2024-100. Applicant, Topos Ventures LLC, Project Site is Located at 10407 Highway 49, Coulterville, CA. Assessor Parcel Number (APN) 002-220-001. Item ID XX.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No action on this item has occurred to date.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Continue the ordinance request which would delay the project.
Denial would require staff to prepare findings for denial and return to the Board.

FINANCIAL IMPACT

None. No budget action is a part of this request. Also, project applicant is responsible for costs.

ATTACHMENTS

1. **ORDINANCE Land Use Diagram**
2. **Draft Summary Ordinance MAP Item 2270**

VOTE RESULT

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

(Not to be codified)

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO. ____

AN ORDINANCE AMENDING THE LAND USE DIAGRAM IN THE COULTERVILLE TOWN PLANNING AREA TOWN PLAN

WHEREAS, an application for a General Plan/Area Plan Amendment application was received on the 7th day of August 2024 from Topos Ventures LLC to reclassify roughly one third of a 3.49±-acre parcel located at 10407 Highway 49 in Coulterville, CA (APN 002-220-001), within the Coulterville Town Planning Area Town Plan boundaries from the Single Family Residential 2½ acre classification to the Highway Service Commercial classification; and

WHEREAS, the Planning Commission held a duly noticed public hearing on General Plan/Area Plan Amendment Application No. 2024-100 on the 4th day of April, 2025 in accordance with State law and County Code; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on General Plan/Area Plan Amendment Application No. 2024-100 on the 6th day of May 2025 in accordance with State law and County Code; and

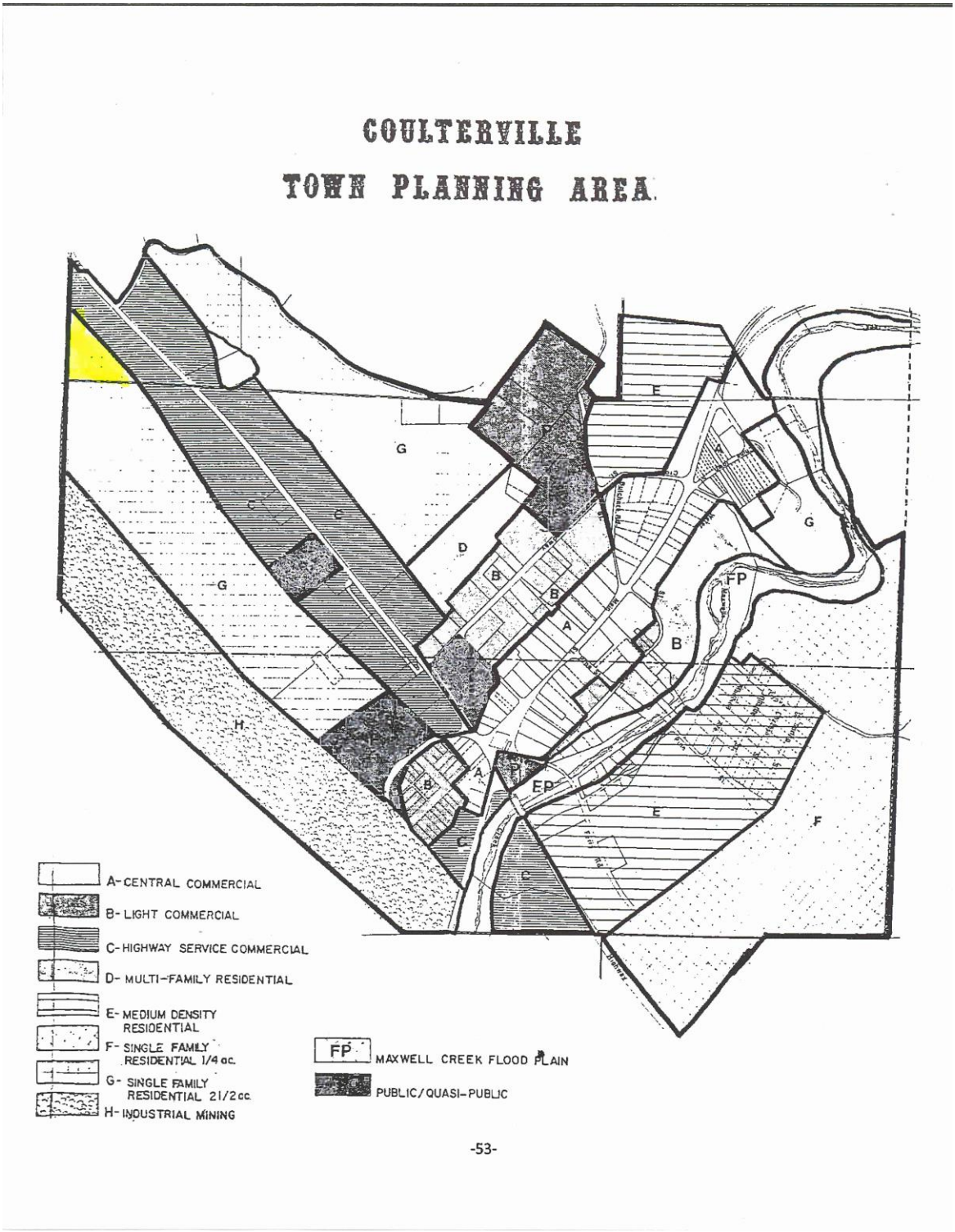
WHEREAS, A Mitigated Negative Declaration was adopted in accordance with the California Environmental Quality Act (CEQA) and a Notice of Determination has been filed for the project.

NOW THEREFORE BE IT ORDAINED, the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, does hereby ordain as follows:

Section I: the Land Use Diagram contained in the Coulterville Town Planning Area Town Plan is amended to reclassify roughly one third of APN 002-220-001 to the Highway Service Commercial land use classification as follows:

Current Coulterville Town Planning Area Land Use Diagram

(Portion of Project Site to be Reclassified shown in Yellow Highlight)



-53-

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this _____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Walter W. Wall
County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE AMENDING THE LAND USE DIAGRAM IN THE COULTERVILLE TOWN PLANNING AREA TOWN PLAN BY CHANGING THE LAND USE CLASSIFICATION ON THE PORTION OF APN 002-220-001 CURRENTLY CLASSIFIED SINGLE FAMILY RESIDENTIAL 2.5 ACRES TO THE HIGHWAY SERVICE COMMERCIAL LAND USE CLASSIFICATION

Notice is hereby given that on Tuesday, May 20, 2025, at 9:00 a.m**.** or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance to amend the land use diagram in the Coulterville Town Planning Area Town Plan by changing the land use classification on the portion of APN 002-220-001 currently classified Single Family Residential 2.5 acres to the Highway Service Commercial land use classification as follows:

SECTION I: The Land Use Diagram contained in the Coulterville Town Planning Area Town Plan is amended to reclassify roughly one third of APN 002-220-001 to the Highway Service Commercial land use classification as shown on the map.

The purpose and intent of the reclassification is to place the entire 3.49± acre parcel in the Highway Service Commercial land use classification to allow for the development of a Special Occupancy Park on the parcel.

A certified copy of the full map of the ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

DANIELLE BONDSHU
Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: **CLOSED SESSION:** Conference with Legal Counsel; Anticipated Litigation; Significant Exposure to Litigation; Cases to be Discussed: One (1)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel; Anticipated Litigation; Significant Exposure to Litigation; Cases to be Discussed: One (1).

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] 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 the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-190

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: **PUBLIC HEARING:** Receive Comments Regarding the Proposed Adjustments to the Solid Waste Removal Service Rates in County Service Area 2-W (Wawona) Pursuant to Proposition 218; and at the Conclusion of the Public Hearing, Provided that a Majority Protest is Not Received, Adopt a Resolution Approving the Proposed Rate Formula and Maximum Rate Table

---

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Receive Comments Regarding the Proposed Adjustments to the Solid Waste Removal Service Rates in County Service Area 2-W (Wawona) Pursuant to Proposition 218; and at the Conclusion of the Public Hearing, Provided that a Majority Protest is Not Received, Adopt a Resolution Approving the Proposed Rate Formula and Maximum Rate Table.

The Mariposa County Public Works Department provides for the administration of solid waste removal services in County Service Area 2-W (Wawona). The current fee for solid waste removal services in CSA 2-W is $96.50 per quarter, as established by Board of Supervisors Resolution 2013-276 in 2013. This fee was determined based on the anticipated expenses associated with maintaining the existing services. Current revenue from quarterly fees is insufficient to cover operating costs for solid waste removal services.

Wawona County Service Area (CSA) 2-W is unique in that it is the only district where Mariposa County directly manages both solid waste collection and disposal services. Additionally, it is the sole district for which the County provides residential pine needle collection and bulky item drop-off.

The methodology for calculating solid waste removal rates in CSA 2-W considers multiple cost factors to ensure financial sustainability and compliance with contractual obligations. Recology Mariposa's service fee includes collection and disposal components, with the collection rate tied to the Consumer Price Index and the disposal rate based on per-ton charges at the Mariposa County Landfill. Additional cost drivers include annual pine needle pickups, which can fluctuate significantly due to events like the Mono Wind Event, and require adjustments based on CPI changes. Administrative expenses and periodic bulky item drop-off events are also factored into the annual fee using CPI-based adjustments. Any prior-year deficits, including those from pine needle collection or legal services, as well as charges for supplemental services, are incorporated into the rate calculation to ensure full cost recovery.

Given the variability in costs of these services year-over-year, the Mariposa County Public Works Department proposes to calculate the quarterly fee annually, and the new rate shall be effective July 1

of each year. The county will provide thirty-day (30) notice prior to any change in the quarterly fee. Under no circumstances will the quarterly service fee exceed the projected maximum rate for each fiscal year.

In accordance with California Constitution Article XIII D (Proposition 218), increases to property-related fees such as solid waste service charges require notice to affected property owners and a public hearing. If written protests are received from a majority of affected parcels, the proposed rate increase cannot be imposed.

A Notice of Public Hearing and proposed rate schedule was mailed to all affected property owners on March 27, 2025, at least 45 days in advance of the scheduled public hearing date.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current fee schedule on June 25, 2013, RES 2013-276.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could choose not to increase the rates; however, this would require supplementing the quarterly service fee revenue with other funding sources and/or reducing the level of services provided.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Resolution**
2. **Exhibit A**
3. **CSA 2-W Notification of Public Hearing Solid Waste Rates - Example**
4. **Wawona Protest Form**
5. **CSA 2-W Solid Waste Services Rate Determination**

VOTE RESULT

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

MARIPOSA COUNTY RESOLUTION NO. 25 -

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA APPROVING THE PROPOSED RATE FORMULA AND MAXIMUM RATE TABLE FOR SOLID WASTE REMOVAL SERVICES IN COUNTY SERVICE AREA 2-W (WAWONA), EFFECTIVE JULY 1, 2025, AND EACH SUBSEQUENT JULY 1 THROUGH 2029

WHEREAS, Mariposa County ("County") provides solid waste removal services within County Service Area 2-W (Wawona); and

WHEREAS, the Solid Waste Handling Agreement allows for annual adjustments to the service rate, including changes to the collection element based on the annual change in the Consumer Price Index for All Urban Consumers for Water and Sewer and Trash Collection Services, and to the disposal element based on changes in landfill tipping fees; and

WHEREAS, the County has evaluated service costs and determined the need for a rate formula and maximum rate schedule that accurately accounts for collection, disposal, administrative costs, pine needle pickup, bulky item drop-off, and any applicable deficits or additional service charges; and

WHEREAS, the proposed formula will be used annually to calculate adjusted rates based on actual prior-year costs and the most recent applicable Consumer Price Index data, ensuring transparency and cost recovery without exceeding the maximum rate ceiling; and

WHEREAS, notices of the proposed rate formula and maximum rate table were mailed to all property owners in CSA 2-W in accordance with the requirements of Proposition 218; and

WHEREAS, on May 20, 2025, the Board of Supervisors of the County of Mariposa held a duly noticed public hearing to consider the proposed rate formula and maximum rate schedule, and at the conclusion of the hearing determined that a majority protest did not exist.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Mariposa as follows:

1. The rate formula and maximum rate table, attached hereto as Exhibit "A", are hereby approved and adopted for solid waste removal services within County Service Area 2-W (Wawona).
2. Beginning July 1, 2025, and each July 1st through 2029, the County shall apply the approved formula to adjust rates annually, provided that the resulting rate does not exceed the applicable maximum rate specified in Exhibit "A."
3. The approved rate formula shall incorporate the costs for collection, disposal, pine needle pickup, bulky item drop-off, administrative expenses, and any additional or unforeseen service charges, with CPI-based adjustments applied where appropriate.
4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa on this 20th day of May 2025, by the following vote:

_____

Rosemarie Smallcombe, Chair

Mariposa County Board of Supervisors

Approved as to Legal Form:

_____

ATTEST:

Walter Wall

County Counsel

_____

Danielle Bondshu, Clerk of the Board

I, Danielle Bondshu, Clerk of the Board of Supervisors for the County of Mariposa, hereby certify that the foregoing resolution was duly passed at a regular session meeting of the Mariposa County Board of Supervisors held on the 6th day of May 2025 by the following vote on roll call:

Ayes:

Noes:

Absent:

_____

Danielle Bondshu, Clerk of the Board

EXHIBIT "A"

Calculating the Rate

The quarterly fee shall be calculated annually, and the new rate shall be effective July 1 of each year. The county will provide thirty-day (30) notice prior to any change in the quarterly fee. To determine the quarterly fee per parcel, the sum of the annual costs and fees shall be divided by four (4) multiplied by the number of parcels subject to the fee at the time of calculation.

Rate Formula

$$\frac{(RC + RD + PN + BU + AC + DS + AS)}{4 * RP} = Quarterly\ Fee$$

RC = Recology Collection Element Fee[1]
RD = Recology Disposal Element Fee[2]
PN = Cost of Previous Term's Pine Needle Collection and Disposal[3]
BU = Bulky Item Dropoff Event[6]
AC = Administrative Cost[4]
DS = Debt Service[5]
AS = Additional Services[8]
RP = Number of Parcels Subject to the Fee at Time of Calculation

[1] Subject to an annual adjustment, each July 1, by the year-over-year percentage increase (if any) in the WST Index. The year-over-year percentage increase in the WST Index shall be calculated by comparing the average value of the WST Index over the 12-months ending on March 1 immediately prior to the adjustment date, to the average value of the WST Index over the 12 months preceding such period. If such calculation yields a negative value, the year-over-year percentage change in the WST Index shall be deemed to be zero, and there shall be no adjustment. "WST Index" means the Consumer Price Index, All Urban Consumers, Water and Sewer and Trash Collection Services. U.S. County Average, Seasonally Adjusted, Series ID: CUSR0000SEHG, published by the U.S. Department of Labor, Bureau of Labor Statistics.

[2] Subject to an adjustment equivalent to the percentage change in the Solid Waste Per Ton Disposal Rate (Tip Fee), at the Mariposa County Landfill.

[3] Subject to an annual adjustment each July 1st, the adjustment will be equal to the previous year's total cost for service adjusted in accordance with the 12-month percentage change in the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers, as reported for April of the current calendar year. If such calculation yields a negative value, the 12-month percentage change shall be deemed to be zero.

[4] Subject to an annual adjustment each July 1st equal to the 12-month percentage change in the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers, as reported for April of the current calendar year. If such calculation yields a negative value, the 12-month percentage change shall be deemed to be zero.

[5] Subject to an annual adjustment each July 1st equal to the actual cost of service.

Maximum Rate Table	
Fiscal Year	Projected Maximum Rate
2026	$177.97
2027	$192.62
2028	$198.40
2029	$204.35
2030	$210.48

Under no circumstances will the quarterly service fee exceed the projected maximum rate for each fiscal year.

5100 Bullion Street,
Mariposa, CA 95338

Wawona
County Service Area 2-W
Proposition 218 Notification
NOTICE TO PROPERTY OWNERS OF
PUBLIC HEARING ON SOLID WASTE REMOVAL SERVICES RATES

Account # «ACCOUNT_»
«PROPERTY_ADDRESS»
«F8»

Hearing Date & Time: May 20, 2025, at 2:00 PM or as soon thereafter as possible
Hearing Location: Government Center, 5100 Bullion St., Mariposa, CA 95338

Questions / More Information: Contact Samuel Cerveny, Mariposa County Public Works Department, at (209) 966-5356, 8:00am to 4:30pm, Monday through Thursday

Why Am I Receiving This Notice?
You are receiving this notice in accordance with Proposition 218, a state law which requires providers of public utility services (including solid waste removal services) to notify rate payers of increases in proposed rates. The property listed above receives service from **Mariposa County ("the County").**

This notice is intended to provide you with information on the services provided by the County, the reasons for the proposed rates, and the methods by which you can protest the proposed rates if you desire.

What Services Do Rates Fund?
The County provides solid waste removal services, including trash collection, pine needle collection, and bulky item drop-off for approximately 303 parcels in County Service Area 2-W.

Why is a Rate Increase Needed?
The County has not increased County Service Area 2-W solid waste removal services rates since July 1, 2017. Current rates do not reflect the full cost necessary to provide solid waste removal services. The proposed rates are designed to sustainably operate and maintain the service.

Article XIII D of the California Constitution (also known as Proposition 218) requires that providers of public utility services levy service charges that are clearly linked to the cost of providing the service to each parcel. The cost-of-service calculation includes expenses such as debt service, labor, energy, chemicals and other supplies, and the cost of providing required maintenance of the system. The rates proposed herein are designed to meet all legal requirements and fairly and equitably recover the required revenue from all customers.

Procedures for New or Increased Fees and Charges: An agency shall adhere to the following procedures when imposing or increasing any fee or charge as defined in this article, including but not limited to the following:

1. **The parcels upon which a fee or charge is proposed for imposition shall be identified. The amount of the fee or charge proposed to be imposed upon each parcel shall be calculated. The agency shall provide written notice by mail of the proposed fee or charge to the record owner of each identified parcel upon which the fee or charge is proposed for imposition, the amount of the fee or charge proposed to be imposed upon each, the basis upon which the amount of the proposed fee or charge was calculated, the reason for the fee or charge, together with the date, time, and location of a public hearing on the proposed fee or charge.**

2. **The agency shall conduct a public hearing upon the proposed fee or charge not less than 45 days after mailing the notice of the proposed fee or charge to the record owners of each identified parcel upon which the fee or charge is proposed for imposition. At the public hearing, the agency shall consider all protests against the proposed fee or charge. If written protests against the proposed fee or charge are presented by a majority of owners of the identified parcels, the agency shall not impose the fee or charge.**

All written objections must be submitted to the Clerk of the Board of Supervisors by the close of the public comment period at the Public Hearing. Failure to submit a timely written objection will forfeit any right to challenge this fee, charge, or assessment in court, and any legal action will be limited to the issues raised in the submitted objections.

How Do I Protest the Proposed Rate Update?

There are two options to protest the proposed rate update:

1. **Protest Card:** Mariposa County has enclosed a protest form with this notification that can be returned to the County in the provided prepaid reply envelope.
2. **Alternate Written Protest**: While the protest form provided by the County is the easiest and simplest way to submit a protest, other forms of written protest are acceptable. An alternate written protest that is submitted will only be counted if it includes all the following components:
    a. States the submitter's intention to protest the solid waste removal services rate update;
    b. Identifies the APN, street address, or utility account number(s) of the parcel with respect to which the protest is being made;
    c. Includes the name of the record owner or tenant ratepayer that is submitting the protest; and
    d. Includes the original signature of the record owner or tenant ratepayer that is submitting the protest.

Protest forms and alternate written protests may be mailed to the Mariposa County Clerk of Board at P.O. Box 784, Mariposa, CA 95338 or dropped off at the Mariposa County Government Center at 5100 Bullion Street, Mariposa, CA 95338. Protest forms must be received by 2:00 PM on May 20, 2025, or submitted before the close of the public hearing. Only protest cards received before the close of the public hearing on May 20, 2025, will be counted. No emailed or faxed protest cards will be accepted.

Only return the protest form or submit a written protest if you **DO NOT** want the Mariposa County Board of Supervisors to enact the proposed changes to the rate schedule for solid waste removal services.

County Service Area 2-W (CSA 2-W) Fund in Mariposa County

The County Service Area 2-W (CSA 2-W) fund in Mariposa County operates independently from the general fund, prioritizing transparency, accountability, and efficient resource allocation. The fund is sustained by dedicated revenue sources, specifically service fees imposed on developed parcels within CSA 2-W. These fees are designated for specific services, including solid waste collection, pine needle pickup, and bulky item drop-off. Expenditures are limited to benefit CSA 2-W, ensuring a proportional allocation of resources. With a distinct budget from the general fund, the CSA 2-W fund promotes transparency and accountability, enabling residents to monitor fund utilization and adhere to legal requirements for revenue allocation. This financial approach supports targeted investment, local control, and accountability to address the distinctive needs of CSA 2-W within Mariposa County.

Current Rate

The current fee for solid waste removal services in CSA 2-W is $96.50 per quarter, as established by Board of Supervisors Resolution 2013-276 in 2013. This fee was determined based on the anticipated expenses associated with maintaining the existing services.

The calculation of the fee took into account four key services: waste collection, county administrative costs, pine needle pickup, and bulky item pickup. The waste collection cost aligns with the fee set by the County's designated waste hauler for providing collection services to CSA 2-W. County administrative costs include expenses related to billing processing, payment handling, CSA 2-W budget management, and oversight of the contractual arrangement with the waste hauler. The pine needle pickup cost reflects the expenditure for the annual removal and disposal of pine needle piles through a "curbside" service. Similarly, the bulky item pickup cost corresponds to the expense associated with providing an annual service for the pickup of large or bulky items.

This fee structure was designed to cover the necessary expenses associated with these essential services, ensuring the efficient and ongoing provision of solid waste removal services within CSA 2-W. The following table details the five (5) year rate schedule established by Board of Supervisors Resolution 2013-276.

Fiscal Year	Waste Collection Cost Per Quarter	Administrative Cost Per Quarter	Pine Needle Pickup Cost Per Quarter	Bulky Item Pickup Cost Per Quarter	Total Cost Per Quarter
2014	$70.50	$7.50	$7.00	$1.50	$86.50
2015	$72.75	$7.50	$7.25	$1.50	$89.00
2016	$75.00	$7.50	$7.50	$1.50	$91.50
2017	$77.25	$7.50	$7.75	$1.50	$94.00
2018	$79.50	$7.50	$8.00	$1.50	$96.50

Proposed Rate Calculation

Several factors were considered when formulating the methodology and formula for calculating solid waste removal rates within CSA 2-W. First, Recology Mariposa's service fee relies on two components: the collection and disposal elements. The Solid Waste Handling Agreement allows an annual rate adjustment for the collection element, considering both solid waste and recycling, based on the year-over-year percentage change in the Consumer Price Index for All Urban Consumers, Water and Sewer, and Trash Collection Services. Furthermore, the disposal element increases in tandem with the percentage rise in the solid waste per ton disposal rate at the Mariposa County Landfill. Mariposa County enlisted a consulting firm to analyze solid waste operations and fee structures. As a result, the fee schedule for the Mariposa County Landfill has changed. Failure to account for a significant increase in the solid waste per ton disposal rate in a timely manner could result in a significant deficit in the CSA 2-W budget.

Second, the pine needle pickup event is subject to fluctuations in cost due to extenuating circumstances. For example, The Mono Wind Event of January 2021 resulted in an increased quantity of pine needles and small branches requiring removal. Pine needle pickup costs surged by around 43%, equating to an additional $22.00 per parcel. The county estimates the fiscal year 2025 pine needle collection event cost at $22,500. To maintain

sufficient funding, the county suggests adjusting the annual fee to cover the prior year's pine needle collection costs as adjusted in accordance with the 12-month percentage change in the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers, as reported for April of the current calendar year.

Likewise, county staff estimates the fiscal year 2025 administrative cost at $6,636, and the 2026 fiscal year bulky item drop-off event cost at $1,100.45. The county proposes that the administrative and bulky item drop-off costs be adjusted annually in accordance with the 12-month change in the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers, as reported for April of the current calendar year.

If CSA 2-W incurs debt during the previous fiscal year, the total deficit will factor into the annual fee calculation. Additionally, fees for additional services (e.g., recycling, special collection events, a temporary increase in the number of collection bins) shall be included in the calculation of the annual fee. Fees for additional services will be included at the quoted charge or the actual costs incurred during the previous year. For FY25, CSA 2-W has incurred a debt of $21,308 for the FY24 pine needle pickup and an additional $1,764 in charges for legal services related to the Proposition 218 process.

The quarterly fee shall be calculated annually, and the new rate shall be effective July 1 of each year. The county will provide thirty-day (30) notice prior to any change in the quarterly fee. To determine the quarterly fee per parcel, the sum of the annual costs and fees detailed above shall be divided by four (4) multiplied by the number of parcels subject to the fee at the time of calculation.

Proposed Rate Formula

$$\frac{(RC + RD + PN + BU + AC + DS + AS)}{4 * RP} = Quarterly\ Fee$$

RC = Recology Collection Element Fee[1]
RD = Recology Disposal Element Fee[2]
PN = Cost of Previous Term's Pine Needle Collection and Disposal[3]
BU = Bulky Item Dropoff Event[3]
AC = Administrative Cost[4]
DS = Debt Service[5]
AS = Additional Services[5]
RP = Number of Parcels Subject to the Fee at Time of Calculation

[1]Subject to an annual adjustment, each July 1, by the year-over-year percentage increase (if any) in the WST Index. The year-over-year percentage increase in the WST Index shall be calculated by comparing the average value of the WST Index over the 12-months ending on March 1 immediately prior to the adjustment date, to the average value of the WST Index over the 12 months preceding such period. If such calculation yields a negative value, the year-over-year percentage change in the WST Index shall be deemed to be zero, and there shall be no adjustment. "WST Index" means the Consumer Price Index, All Urban Consumers, Water and Sewer and Trash Collection Services. U.S. County Average, Seasonally Adjusted, Series ID: CUSR0000SEHG, published by the U.S. Department of Labor, Bureau of Labor Statistics.

[2]Subject to an adjustment equivalent to the percentage change in the Solid Waste Per Ton Disposal Rate (Tip Fee), at the Mariposa County Landfill.

[3]Subject to an annual adjustment each July 1st, the adjustment will be equal to the previous year's total cost for service adjusted in accordance with the 12-month percentage change in the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers, as reported for April of the current calendar year. If such calculation yields a negative value, the 12-month percentage change shall be deemed to be zero.

[4]Subject to an annual adjustment each July 1st equal to the 12-month percentage change in the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers, as reported for April of the current calendar year. If such calculation yields a negative value, the 12-month percentage change shall be deemed to be zero.

[5]Subject to an annual adjustment each July 1st equal to the actual cost of service.

Calculation of Initial Rate

RC = $89,602.65
RD = $59,977.26
PN = $22,500.00
BU = $1,100.45
AC = $6,636.00
DS = $21,308.00
AS = $1,764.00
RP = 285

$$\frac{(\$89{,}602.65 + \$59{,}977.26 + \$22{,}500.00 + \$1{,}100.45 + \$6{,}636.00 + \$21{,}308.00 + \$1{,}764.00)}{4 \times 285} = \$177.97$$

Fiscal Year	Projected Base Rate	3% CPI Increase	4% CPI Increase	6% CPI Increase	8% CPI Increase	Maximum Rate**
2026	$177.97	-	-	-	-	-
2027	$169.76	$174.85	$176.55	$179.94	$183.34	$192.62
2028*	$174.85	$180.10	$181.85	$185.34	$188.84	$198.40
2029*	$180.10	$185.50	$187.30	$190.90	$194.50	$204.35
2030*	$185.50	$191.06	$192.92	$196.63	$200.34	$210.48

*Assumes 3% CPI increase from previous year
**8% CPI and 50% increase in pine needle pickup costs

A detailed rate determination report can be found on the Mariposa County website at:

https://www.mariposacounty.org/DocumentCenter/View/99845/CSA-2-W-Solid-Waste-Services-Rate-Determination

WAWONA
COUNTY SERVICE AREA 2-W
PROPOSITION 218 PROTEST FORM

By signing the form below, I protest the proposed solid waste removal services rates and affirm under penalty of law that I am the owner or authorized representative of the owner of the below parcel.

Parcel Information
Only one of the below items is required for parcel identification.

Assessor's Parcel Number: | | | | | | | | | | |

Street Address: _____

City, State, Zip Code: _____

Customer Account Number: _____

Submitted By

Print Owner Name: _____

If the above is not an individual(s), e.g. an LLC, Trust, Corporation, etc.

Print Authorized Signatory: _____

Signature: _____ Date: _____
Electronic signatures will not be accepted

Protest forms and alternate written protests may be mailed to the Mariposa County Clerk of Board at P.O. Box 784, Mariposa, CA 95338 or dropped off at the Mariposa County Government Center at 5100 Bullion Street, Mariposa, CA 95338. Protest forms must be received by 2:00 PM on May 20, 2025, or submitted before the close of the public hearing. Only protest cards received before the close of the public hearing on May 20, 2025, will be counted. No emailed or faxed protest cards will be accepted.

Wawona County Service Area (CSA) 2-W
Solid Waste Services Rate Determination

Mariposa County
Department of Public Works

Introduction

The Wawona County Service Area (CSA) 2-W was established on March 13, 1973, through the passage of Board Resolution No. 73-32. At its formation, the CSA was authorized to provide several services, including structural fire protection, extended police protection, library facilities and services, as well as miscellaneous services such as refuse and garbage collection. On November 10, 1998, the Board of Supervisors adopted Resolution No. 98-412, initiating the process to establish a solid waste collection service within Wawona CSA 2-W, and introduced an ordinance for mandatory solid waste collection. On December 15, 1998, the Board of Supervisors formally adopted the ordinance. The current fee for solid waste removal services in CSA 2-W is $96.50 per quarter, as set by Board of Supervisors Resolution 2013-276 in 2013. This fee was calculated based on the anticipated costs of maintaining the existing services.

The purpose of this document is to analyze the solid waste services currently provided to the Wawona County Service Area (CSA) 2-W and to develop a clear and transparent methodology for calculating the rates charged to customers for these services. This analysis will take into account the operational costs necessary to ensure the sustainability of solid waste collection. Based on this evaluation, the document will establish appropriate rates for the provision of these services for the fiscal years 2026 through 2030. The goal is to ensure that the rates are equitable, sufficient to cover costs, and aligned with the service requirements of the community.

Current Rate

The current fee for solid waste removal services in Wawona CSA 2-W is $96.50 per quarter, as established by Board of Supervisors Resolution 2013-276 in 2013. This fee was determined based on the anticipated expenses associated with maintaining the existing services. The annual fees for some services increased incrementally, while the fees for other services remained stagnant. These fee increases were not adjusted in accordance with the Consumer Price Index (CPI).

The calculation of the fee took into account four key services: waste collection, county administrative costs, pine needle pickup, and bulky item drop-off event. The waste collection cost aligns with the fee set by the County's designated waste hauler for providing collection services to CSA 2-W. County administrative costs include expenses related to billing processing, payment handling, CSA 2-W budget management, and oversight of the contractual arrangement with the waste hauler. The pine needle pickup cost reflects the expenditure for the annual removal and disposal of pine needle piles through a "curbside" service. Similarly, the bulky item drop-off event cost corresponds to the expense associated with providing an annual service for the collection of large or bulky items.

This fee structure was designed to cover the necessary expenses associated with these essential services, ensuring the efficient and ongoing provision of solid waste removal services within CSA 2-W. Table 1 details the five (5) year rate schedule established by Board of Supervisors Resolution 2013-276.

Historical Rate Schedule - Board of Supervisors Resolution 2013-276					
Fiscal Year	Waste Collection Cost Per Quarter	Administrative Cost Per Quarter	Pine Needle Pickup Cost Per Quarter	Bulky Item Pickup Cost Per Quarter	Total Cost Per Quarter
2014	$70.50	$7.50	$7.00	$1.50	$86.50
2015	$72.75	$7.50	$7.25	$1.50	$89.00
2016	$75.00	$7.50	$7.50	$1.50	$91.50
2017	$77.25	$7.50	$7.75	$1.50	$94.00
2018	$79.50	$7.50	$8.00	$1.50	$96.50

Table 1

As previously noted, the fees established by the Board of Supervisors in 2013 were incrementally increased over a five-year period but did not account for changes in the Consumer Price Index (CPI). Additionally, it is important to highlight that these fees have remained unchanged since 2018. Table 2 provides a breakdown of how the 2013 base rate would have been affected if it had been adjusted annually to reflect the year-over-year percentage change in the Water, Sewer, and Trash Collection CPI.[1]

Quarterly Fee Adjusted for CPI Based on 2013 Base Rate			
Year	March Index	% Change (CPI)	Adjusted Rate
2013	195.671	-	$ 86.50
2014	202.363	3.42%	$ 89.46
2015	211.468	4.50%	$ 93.48
2016	219.417	3.76%	$ 97.00
2017	227.360	3.62%	$ 100.51
2018	234.041	2.94%	$ 103.46
2019	242.397	3.57%	$ 107.16
2020	250.136	3.19%	$ 110.58
2021	258.966	3.53%	$ 114.48
2022	269.370	4.02%	$ 119.08
2023	283.892	5.39%	$ 125.50
2024	298.900	5.29%	$ 132.13

Table 2

[1] The year-over-year percentage change is calculated by comparing the average value of the Index over the 12-months ending on March 1 immediately prior to the adjustment date, to the average value of the WST Index over the 12 months preceding such period. Consumer Price Index, All Urban Consumers, Water and Sewer and Trash Collection Services. U.S. County Average, Seasonally Adjusted, Series ID: CUSR0000SEHG, published by the U.S. Department of Labor, Bureau of Labor Statistics.

As shown in Table 2, had CPI adjustments been applied to the 2013 base rate, the total fee for 2018 would have been $103.46 instead of the predetermined rate of $96.50, reflecting a 7.2% increase. Additionally, by 2024, the adjusted rate would be $132.13, which is 36.9% higher than the rate currently being paid by Wawona CSA 2-W residents.

Services Provided

Wawona County Service Area (CSA) 2-W is unique in that it is the only district where Mariposa County directly manages both solid waste collection and disposal services. Additionally, it is the sole district for which the County provides residential pine needle collection and disposal services. Through the Department of Public Works, Mariposa County offers general refuse collection, annual pine needle pickup, annual bulky item pickup, and administrative services.

General refuse collection is carried out by the County's franchise waste hauler, Recology Mariposa. This service is provided under an exclusive contract, originally executed in 1999 with Total Waste Systems, Inc., now Recology Mariposa, granting them the sole right to collect solid waste in the service area. The contract includes a 5-year evergreen term.

The annual pine needle pickup is coordinated, scheduled, and performed by the Department of Public Works staff. Property owners within the service area, subject to the service fee, place piles of pine needles along the County Right-of-Way or other designated areas for collection. These pine needles are then collected by staff and transported either to the burn pile managed by the National Park Service or to the Mariposa County Landfill for disposal. The costs associated with pine needle collection fluctuate yearly due to variations in volume and disposal methods, with costs rising significantly when landfill disposal is required.

The annual bulky item pickup is a one-day event hosted by the Department of Public Works. Department staff position a disposal container at a predetermined location, where property owners within the service area, who are subject to the fee, can drop off bulky items for disposal. The container is removed when full or at the end of the event.

The Department of Public Works also provides administrative services for the Wawona CSA 2-W solid waste collection, including budgeting, billing, payment of invoices, contract administration, and enforcement.

Disposal Rates

On November 7, 2022, Mariposa County finalized an agreement with R3 Consulting Group, Inc. to conduct an Operational Review, Franchise Agreement Review, and Fee Analysis, which included the preparation of a Rate Study and Financial Plan (Attachment A). On March 5, 2024, the Board of Supervisors received a presentation detailing the findings and recommendations from the Solid Waste and Recycling System Study. A critical issue raised during the presentation was the significant financial challenges facing the Solid Waste and Recycling Enterprise Fund, particularly the $11.9 million deficit in the Landfill Closure/Post-Closure Fund. The consultant's analysis projected that an overall rate adjustment of 80% would be necessary to sustain the Solid Waste and Recycling

Enterprise Fund. Consequently, the Board of Supervisors unanimously approved revisions to the Solid Waste and Recycling Facility Fee Schedule on May 14, 2024.

The fee schedule for solid waste disposal will increase by 80% over three years, beginning with a 50% increase on July 1, 2024, based on the 2009 Fee Schedule. On July 1, 2025, the fee will rise to 60% above the 2009 rate, with an additional Consumer Price Index (CPI) adjustment. By July 1, 2026, the fee will reach 80% above the 2009 rate, again with a CPI adjustment. Starting in 2025, the fee schedule will be adjusted annually for inflation based on the CPI for the San Francisco-Oakland-Hayward area, with new rates taking effect each July 1 and rounded to the nearest $0.50.

Mariposa County Landfill Per Ton Disposal Rate	
FY25	$181.50
FY26*	$193.50
FY27*	$218.00
**Rate is subject to annual adjustment for inflation based on the CPI for the San Francisco-Oakland-Hayward area*	

Table 3

Recology Mariposa Collection Rates

Recology Mariposa's service fee consists of two components: the collection and disposal elements. The Solid Waste Handling Agreement allows for an annual rate adjustment for the collection element, which covers both solid waste and recycling, based on the year-over-year percentage change in the Consumer Price Index for All Urban Consumers, specifically for Water, Sewer, and Trash Collection Services. Additionally, the disposal element increases proportionally with the percentage rise in the per-ton solid waste disposal rate at the Mariposa County Landfill.

The Wawona County Service Area (CSA) 2-W solid waste collection system, managed by Recology Mariposa, consists of 21 bins, each four cubic yards or larger, for solid waste, and 4 bins, also four cubic yards or larger, for recyclable materials. These collection bins are distributed throughout the service area, with the collection schedule varying by bin type and season. During the Summer season, generally from April through October, solid waste bins are collected twice per week. In the Winter season, from November through March, solid waste bins are collected once per week. Recycling bins are collected once per week year-round. Rates are broken down on a per lift basis. A "lift" is a term used in solid waste management to refer to each instance a waste bin or container is emptied by collection services. Every time a waste hauler picks up and empties a bin, regardless of its size or contents, it is counted as one lift. The frequency of these lifts is a key factor in determining the overall cost of waste collection services, as rates are often charged based on the number of lifts performed within a specific billing period. This helps ensure that customers are billed in proportion to the level of service they receive.

The following tables illustrate the effect of disposal costs on the total collection rate. Table 5 is the basis for the FY26 total collection rate for Wawona. For solid waste, the collection rate is $42.87 per lift, and the disposal rate is $34.83 per lift, for a total rate of $77.70 per lift. The annual costs are determined by multiplying the total lifts per year by the per lift rate.

FY25 Rate Schedule Wawona Community, Mariposa County					
$181.50	Tip Fee				
Account #	49007				
Description	**Base Rate**	**Disposal**	**Total***	**Monthly Charge**	**Yearly Charge**
4yd Trash Bin (21 Bins)	$ 41.94	$ 32.67	$ 74.61	$ 10,706.54	$ 128,478.48
4yd Recycling Bin (4 Bins)	$ 75.87	$ -	$ 75.87	$ 1,315.08	$ 15,780.96
Monthly and Yearly Totals				$ 12,021.62	$ 144,259.44
*per lift rate					

Table 4

FY26 Rate Schedule Wawona Community, Mariposa County					
$193.50	Tip Fee				
Account #	49007				
Description	**Base Rate**	**Disposal**	**Total***	**Monthly Charge**	**Yearly Charge**
4yd Trash Bin (21 Bins)	$ 42.87	$ 34.83	$ 77.70	$ 11,149.95	$ 133,799.40
4yd Recycling Bin (4 Bins)	$ 75.87	$ -	$ 75.87	$ 1,315.08	$ 15,780.96
Monthly and Yearly Totals				$ 12,465.03	$ 149,580.36
*per lift rate					

Table 5

FY27 Rate Schedule Wawona Community, Mariposa County					
$218.00	Tip Fee				
Account #	49007				
Description	**Base Rate**	**Disposal**	**Total***	**Monthly Charge**	**Yearly Charge**
4yd Trash Bin (21 Bins)	$ 44.76	$ 39.24	$ 84.00	$ 12,054.00	$ 144,648.00
4yd Recycling Bin (4 Bins)	$ 75.87	$ -	$ 75.87	$ 1,315.04	$ 15,780.96
Monthly and Yearly Totals				$ 13,369.04	$ 160,428.96
*per lift rate					

Table 6

Annual costs are calculated by multiplying the total number of lifts per year by the per-lift rate. Table 7 outlines the total number of lifts per season for each commodity type (solid waste or recycling). The summer season lasts 30 weeks, while the winter season is 22 weeks. Over the course of a year, there are 1,722 solid waste lifts and 208 recycling lifts. Applying these lift totals to the per-lift rates in Table 5 results in annual costs of $133,799.40 for solid waste (1,722 lifts x $77.70) and $15,780.96 for recycling (208 lifts x $75.87). Minor variations between the calculated annual costs and those in the rate schedule tables may occur due to rounding of monthly rates.

Summer Season (7 Months)							
Service Level	Commodity	Bin Size	Bin Qtys	PU's/Wk	Weeks	Total Lifts	Total Yds
4yd Bin 1 X Week	SW	4	21	2	30	1260	5040
4yd Bin 1 X Week	Recycle	4	4	1	30	120	480
Winter Season (5 Months)							
Service Level	Commodity	Bin Size	Bin Qtys	PU's/Wk	Weeks	Total Lifts	Total Yds
4yd Bin 1 X Week	SW	4	21	1	22	462	1848
4yd Bin 1 X Week	Recycle	4	4	1	22	88	352

Table 7

The cost of service for Wawona CSA 2-W remains significantly lower compared to other areas of Mariposa County where residents must obtain solid waste services independently. For FY25, the per lift rate in the Wawona District is 25-33% lower than the rates for the rest of the county. As shown in Table 8, the approved commercial collection rates for areas outside the Wawona District (excluding Yosemite National Park) are $110.86 per lift for once-per-week service and $98.38 per lift for twice-per-week service for a 4-cubic-yard bin. By comparison, if Wawona residents were charged these rates, the equivalent service would cost $190,957 annually, or $46,698 more per year. This translates to an additional $40.96 per ratepayer per quarter, highlighting the cost-efficiency of the service provided to Wawona CSA 2-W residents.

Exhibit 2b - Maximum Service Rates							
Mariposa County, CA							
7/1/24 RATE ADJUSTMENT							
COMMERCIAL COLLECTION							
5.44%	Collection Component Increase						
50.00%	Disposal Component Increase						
$181.50	New Disposal Fee						
Container Size	**Collection Frequency**						
	1X Week	**2X Week**	**3X Week**	**4X Week**	**5X Week**	**6X Week**	**1x Month**
2 CY							
Collection							$89.98
Disposal							$58.83
Franchise Fee							$0.00
Total							**$148.81**
3 CY							
Collection	$229.30	$407.01	$582.62	$720.03	$939.60	$1,116.77	$60.82
Disposal	$149.91	$266.07	$380.90	$470.72	$614.22	$730.11	$39.75
Franchise Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**$379.21**	**$673.08**	**$963.51**	**$1,190.74**	**$1,553.82**	**$1,846.88**	**$100.57**
4 CY							
Collection	$290.48	$515.55	$645.51				
Disposal	$189.90	$337.05	$526.95				
Franchise Fee	$0.00	$0.00	$0.00				
Total	**$480.38**	**$852.60**	**$1,172.46**				

Table 8

Pine Needle Pickup Cost

The greatest challenge to establishing a stable rate schedule is the variability of the annual Pine Needle Pickup costs. Over the past five fiscal years, the average cost for the Pine Needle Pickup has been approximately $21,250, with a range of about $13,350. Table 9 provides a breakdown of Pine Needle Pickup costs for each of the previous five fiscal years.

Wawona Pine Needle Pickup Costs by Fiscal Year			
Fiscal Year	**Cost**		**Comments**
FY19	$	8,437	
FY20	$	13,965	
FY21	$	19,403	
FY22	$	25,370	Third Party Contractor - RCD Grant Funds
FY23	$	20,194	Cost Covered w/ARPA Funding
FY24	$	27,308	$6,000 paid, balance remaining $21,308

Table 9

As noted in Table 9, Mariposa County staff did not provide equipment or personnel for the Pine Needle Pickup conducted in FY22. Instead, the pickup was handled by a third-party contractor and funded through a grant obtained by the Mariposa County Resource Conservation District. The FY23 Pine Needle Pickup was performed by the Mariposa County Public Works Roads Division (Roads Division) and funded using ARPA funds designated for Solid Waste and Recycling Division projects. Wawona CSA 2-W funds were not utilized for the FY22 and FY23 Pine Needle Pickup, resulting in a total benefit of $45,564 to Wawona CSA 2-W ($159.87[2] per ratepayer).

The FY24 Pine Needle Pickup was conducted by the Roads Division at a total cost of $27,308. The Wawona CSA 2-W fund contributed $6,000 towards this expense, while the Solid Waste and Recycling Division covered the remaining balance of $21,308. The Wawona CSA 2-W fund must reimburse the Solid Waste and Recycling Division before the end of the 2026 Fiscal Year. As a result, this expense will be included in the FY26 rate calculation as Debt Service.

Efforts are being made to implement cost-saving measures and operational efficiencies specifically for the pine needle pickup service, with the goal of reducing overall expenses. These improvements are expected to lower the total costs for the pine needle pickup in FY25 compared to the average and trend over the past few years. Based on the average pine needle pickup costs from the previous five years, Mariposa County estimates the FY25 pine needle cost will be $22,500, reflecting these efforts to streamline the service and control costs.

[2] Based on 285 ratepayers

Other Costs

In addition to other operational expenses, Wawona CSA 2-W incurs administrative costs, which include staff labor, office supplies, and postage. These administrative costs are essential to maintaining day-to-day operations and providing necessary services to the community. Additionally, the annual bulky item drop-off service is a recurring expense that ensures proper disposal of large waste items. Together, these costs contribute to the overall budget and are factored into the annual rate calculations.

Administrative Labor Costs		
Fiscal Year	**Costs**	**Comments**
2019	$ 4,390	
2020	$ 3,636	
2021	$ 6,180	
2022	$ 6,480	
2023	$ -	District was not charged for labor due to insufficient fund balance
2024	$ -	District was not charged for labor due to insufficient fund balance

Table 10

Since Wawona CSA 2-W was not charged administrative labor costs for FY23 and FY24, the projected labor costs for FY25 were calculated by averaging the labor costs from FY19 through FY22 ($5,172) and adjusting for the percentage change in the Consumer Price Index (CPI) from FY22 through FY24. This adjustment results in a projected administrative labor cost of $5,871 for FY25. Supporting data is presented in Table 11.

Projected FY25 Labor Costs		
Fiscal Year	**Costs**	**CPI Adjustment**
2022	$ 5,172	5.00%
2023	$ 5,430	4.19%
2024	$ 5,657	3.77%
2025	**$ 5,871**	-

Table 11

Additional administrative costs for Wawona CSA 2-W include office supplies and postage. Table 12 presents the historical costs for these categories, showing that no postage charges were applied in FY22. The cost of office supplies fluctuates year-over-year, averaging $127 over the past three years. Postage costs can be estimated based on the mailing of quarterly billing statements to ratepayers

throughout the year. With the current postage rate at $0.56 per postcard-sized statement, the total annual cost for postage is projected to be $638.40.[3]

Additional Administrative Costs			
Fiscal Year	**Postage**	**Office Suplies**	**Comments**
2022	$ -	$ 260	District not billed for postage in FY22
2023	$ 389	$ 90	
2024	$ 496	$ 164	
Average	**$ 443**	**$ 127**	

Table 12

Summing up, the annual costs for labor, postage, and office supplies result in a total projected administrative cost of $6,636.

The bulky item drop-off event is held annually, providing residents with a convenient option for disposing of large items. The costs associated with this service include labor for the driver/attendant, operation and maintenance expenses for the equipment used, and the disposal costs for the bulky items collected. The projected costs for the FY26 bulky item drop-off event are outlined in Table 13.

Bulky Item Drop-off Event Costs						
Labor Rate /HR	$ 36.47	**Truck O&M/MI**	$ 2.0788	**Estimated Tonnage**	3
Hours	8.5	**Roundtrip Miles**	101	**Disposal / Ton**	$ 193.50
Total Labor Cost	$ 310.00	**Trans. Charge**	$ 209.96	**Total Disposal Cost**	$ 580.50
				Total Event Cost	**$ 1,100.45**

Table 13

In addition to the routine costs of providing services to Wawona CSA 2-W, additional expenses for legal services were incurred to document and facilitate the Proposition 218 process. These legal services were necessary for compliance with the process and are factored into the FY26 rate calculation as part of the additional service costs. The costs of legal services total $1,764.00

[3] Based on 285 ratepayers

Calculating the Rate

The quarterly fee shall be calculated annually, and the new rate shall be effective July 1 of each year. The county will provide thirty-day (30) notice prior to any change in the quarterly fee. To determine the quarterly fee per parcel, the sum of the annual costs and fees shall be divided by four (4) multiplied by the number of parcels subject to the fee at the time of calculation.

Rate Formula

$$\frac{(RC + RD + PN + BU + AC + DS + AS)}{4 * RP} = Quarterly\ Fee$$

RC = Recology Collection Element Fee[4]

RD = Recology Disposal Element Fee[5]

PN = Cost of Previous Term's Pine Needle Collection and Disposal[6]

BU = Bulky Item Dropoff Event[6]

AC = Administrative Cost[7]

DS = Debt Service[8]

AS = Additional Services[8]

RP = Number of Parcels Subject to the Fee at Time of Calculation

[4] Subject to an annual adjustment, each July 1, by the year-over-year percentage increase (if any) in the WST Index. The year-over-year percentage increase in the WST Index shall be calculated by comparing the average value of the WST Index over the 12-months ending on March 1 immediately prior to the adjustment date, to the average value of the WST Index over the 12 months preceding such period. If such calculation yields a negative value, the year-over-year percentage change in the WST Index shall be deemed to be zero, and there shall be no adjustment. "WST Index" means the Consumer Price Index, All Urban Consumers, Water and Sewer and Trash Collection Services. U.S. County Average, Seasonally Adjusted, Series ID: CUSR0000SEHG, published by the U.S. Department of Labor, Bureau of Labor Statistics.

[5] Subject to an adjustment equivalent to the percentage change in the Solid Waste Per Ton Disposal Rate (Tip Fee), at the Mariposa County Landfill.

[6] Subject to an annual adjustment each July 1st, the adjustment will be equal to the previous year's total cost for service adjusted in accordance with the 12-month percentage change in the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers, as reported for April of the current calendar year. If such calculation yields a negative value, the 12-month percentage change shall be deemed to be zero.

[7] Subject to an annual adjustment each July 1st equal to the 12-month percentage change in the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers, as reported for April of the current calendar year. If such calculation yields a negative value, the 12-month percentage change shall be deemed to be zero.

[8] Subject to an annual adjustment each July 1st equal to the actual cost of service.

Rate Projections

Applying the data presented in this report to the rate formula includes costs for refuse collection and disposal, pine needle pickup, bulky item drop-off, legal services, and administrative services. These combined costs ensure that essential services, such as waste collection, seasonal pickups, administrative operations, and legal obligations, are fully covered. Based on these parameters, the quarterly rate for FY26 has been calculated for Wawona CSA 2-W.

RC = $89,602.65[9]
RD = $59,977.26[9]
PN = $22,500.00[10]
BU = $1,100.45[11]
AC = $6,636.00[12]
DS = $21,308.00
AS = $1,764.00
RP = 285

$$\frac{(\$89{,}602.65 + \$59{,}977.26 + \$22{,}500.00 + \$1{,}100.45 + \$6{,}636.00 + \$21{,}308.00 + \$1{,}764.00)}{4 \times 285} = \$177.97$$

As shown by the rate calculation, the quarterly fee for FY26 shall be set at $177.97.

The projected rates through FY30 are outlined in Table 14. The Projected Base Rates for FY26 and FY27 account for increased disposal costs due to anticipated rate hikes at the Mariposa County Landfill and Recycling Center. For FY28 through FY30, the rates assume annual CPI adjustments. Additional columns are included for reference, showing how the rates would be impacted by various percentage increases in the CPI. The final column presents the projected maximum rate, which is calculated assuming an 8% increase in CPI and a 50% rise in Pine Needle Pickup costs. Under no circumstances will the quarterly service fee exceed the maximum rate projected for each fiscal year.

[9] Table 5

[10] Based on the average pine needle pickup costs from the previous five years as presented in Table 9, Mariposa County estimates that the FY25 pine needle cost will be $22,500.

[11] Table 13

[12] (Labor) + (Postage) + (Office Supplies): $5,871 + $638 + $127 = $6,636

Fiscal Year	Projected Base Rate	3% CPI	4% CPI	6% CPI	8% CPI	Maximum Rate**
2026	$ 177.97	$ -	$ -	$ -	$ -	$ -
2027	$ 169.76	$ 174.85	$ 176.55	$ 179.94	$ 183.34	$ 192.62
2028*	$ 174.85	$ 180.10	$ 181.85	$ 185.34	$ 188.84	$ 198.40
2029*	$ 180.10	$ 185.50	$ 187.30	$ 190.90	$ 194.50	$ 204.35
2030*	$ 185.50	$ 191.06	$ 192.92	$ 196.63	$ 200.34	$ 210.48
*Assumes 3% CPI Increase the previous year **8% CPI and 50% increase in Pine Needle cost						

Table 14

In conclusion, the analysis and calculations presented in this report establish the basis for determining the quarterly rates for Wawona CSA 2-W through FY30. The rate structure considers the full range of operational costs, including refuse collection, disposal, pine needle pickup, bulky item drop-off, administrative services, and legal costs. Additionally, the projected rates account for planned increases in disposal fees, adjustments based on CPI, and potential cost increases for specific services. By incorporating these variables into the rate formula, Mariposa County ensures that Wawona CSA 2-W residents receive equitable and sustainable solid waste services, with clear guidelines on how future adjustments will be managed to maintain the financial health of the service area.

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Corrina Miranda, Acting to Interim Building Director, Steve Engfer, Planning Director

RE: Receive a Presentation on Tyler Technologies Enterprise Permitting System

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation on Tyler Technologies Enterprise Permitting System.

This presentation provides a project status update on the implementation, including realized system benefits to date, processing efficiencies, legacy file transitions and executing solutions designed to enhance the customer and staff use of the system. The Tyler Technologies Enterprise Permitting System project went "live" on December 9, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

November 21, 2023 Resolution No. 23-629 Board Approved First Amendment to Agreement with Tyler Technologies for Land Management Development Permitting Software EHU Module.
June 22, 2022- Resolution No. 22-396 - Board Approved Agreement with Tyler Technologies for Land Management Development Permitting Software.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not hear a presentation on an important technology.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Presentation**
2. **Development Services Permit Center - Handout Received During Meeting**

Tyler Technologies

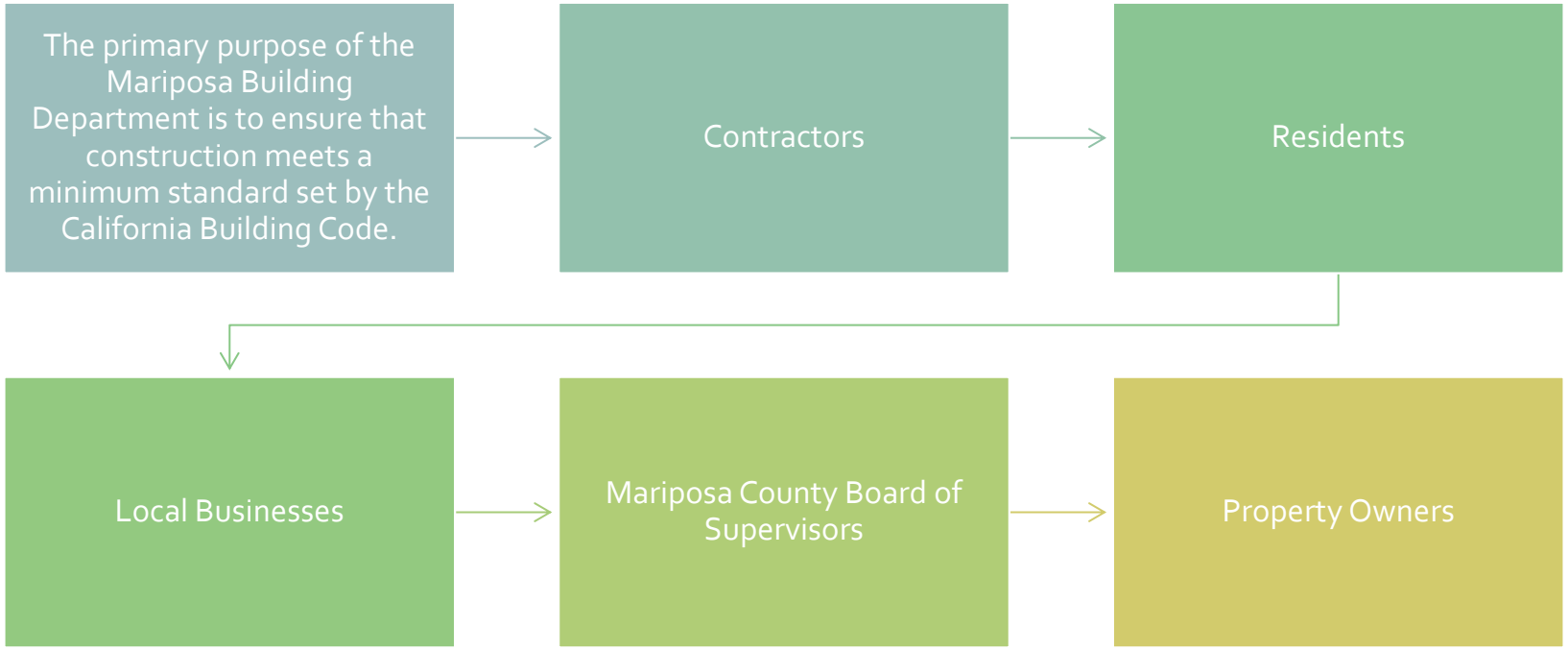
Enterprise Permitting and Licensing

Development Services
Corrina Miranda
Interim Building Director
May 20, 2025

Our Community

Mariposa County, California

- Established in 1950, Mariposa County grew from a gold mining town into a community rooted in rural heritage and natural beauty, serving as the gateway to Yosemite National Park. This attraction drives tourism, which is the county's primary industry, significantly impacting local employment and revenue.
- Mariposa County faces serious challenges, including housing, seasonal employment, and deteriorating infrastructure. Over the past seven years, more than three hundred homes have been lost due to wildfires and severe weather.
- The public and Board of Supervisors have continued to raise concerns over the lack of proactive measures to address streamlining building permits to assist in building and/or rebuilding the community.



Stakeholders

Background - Permitting

Prior to December 9, 2024, the permitting process for both Building and Planning was a paper-based system, supported by a AS400 based land management program.

On December 9, 2024, the Tyler Technologies Enterprise Permitting and Land Management System went live replacing paper and an outdated AS400 system.

The implementation team was created as a coordinated to utilize staff from all Development Services Departments to define and create an effective and efficient workflows.

"Following the implementation of the Tyler Enterprise Permitting and Licensing system, the duplications were more obvious and pronounced. The duplications have been addressed and a policy created to expediate many permit types.

Ongoing process review has been implemented. Along with the ability of staff to adjust workflows, create intelligent objects to automate notifications, and other functions that increase efficiency.

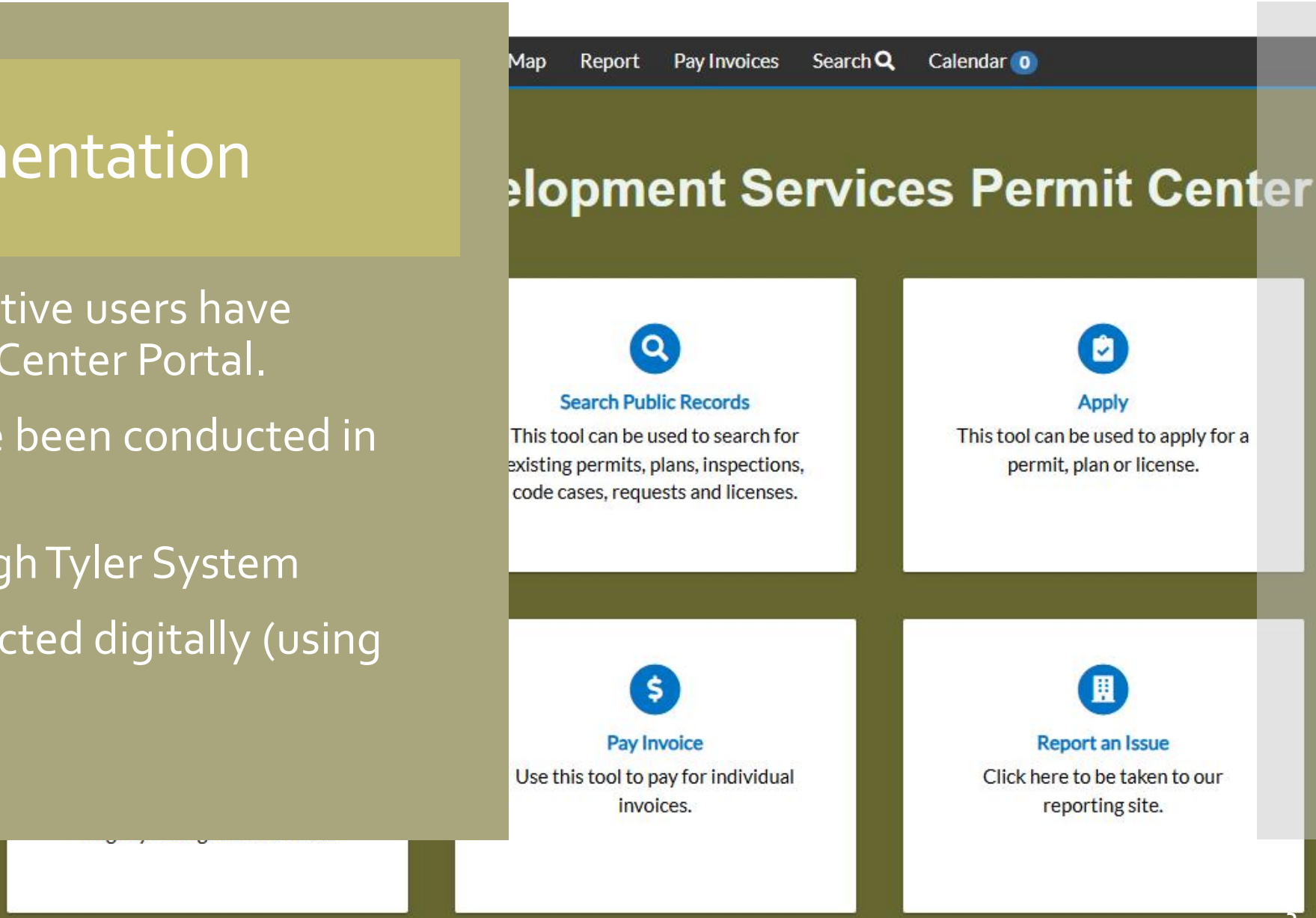
Overview Implementation

As of May 8, 2025, 480 active users have registered on the Permit Center Portal.

1085 Digital reviews have been conducted in Bluebeam

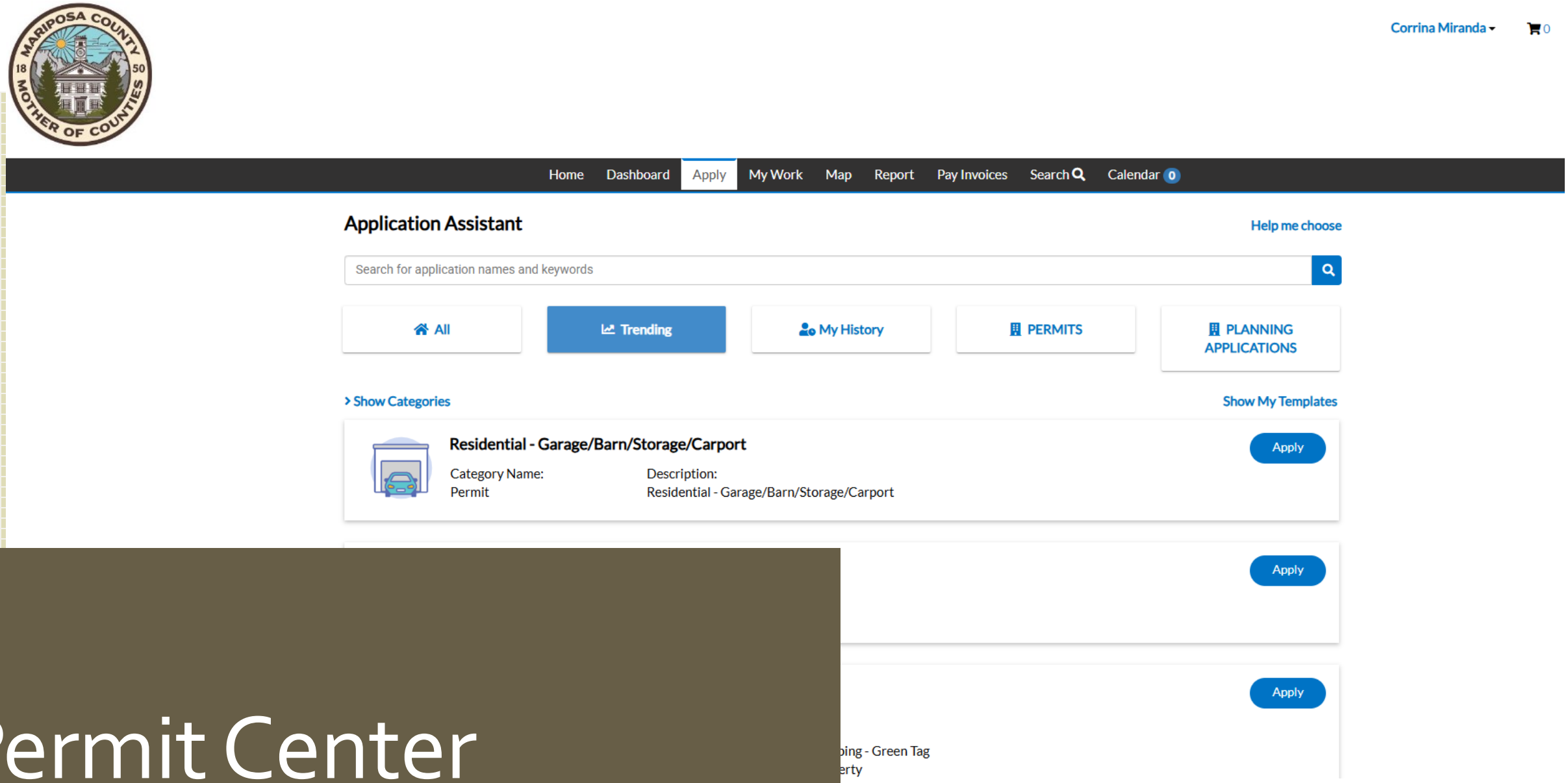
381 Permits Issued through Tyler System

All Inspections are conducted digitally (using iPad)



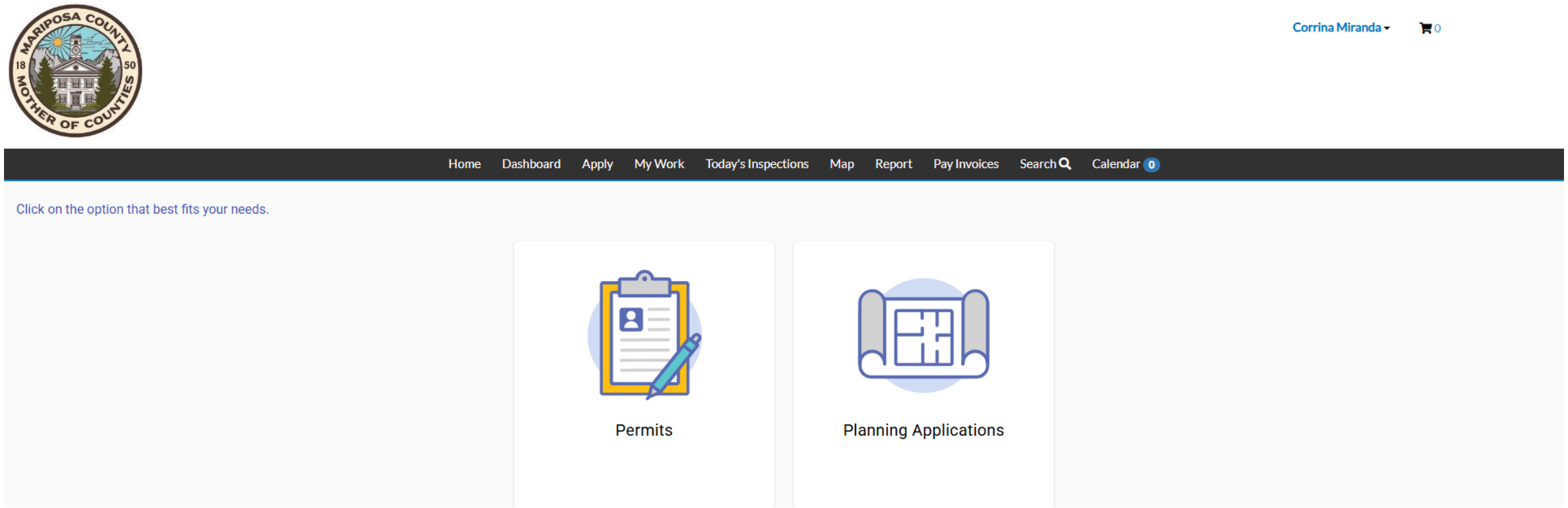
Solutions and Challenges

- All new permit and planning applications are now processed through Tyler EPL. Note: Paper applications are still accepted and converted by staff.
- Legacy files (those in process or existing prior to "Go Live") are being converted to digital format. The Building department has completed the conversion of all active/open files, while the Planning department has begun this process; the anticipated completion date has not yet been determined.
- Staff is currently creating a procedure for transitioning expired files into the system. Many of these projects were started, and several inspections were conducted, but the certificate of completion was never issued.
- All plan checks and inspections are conducted in a digital format (paperless) using Bluebeam and IG Inspect, respectively.
- Ongoing reviews and modifications are being implemented to continue improving the system.



Permit Center

- PUBLIC PORTAL

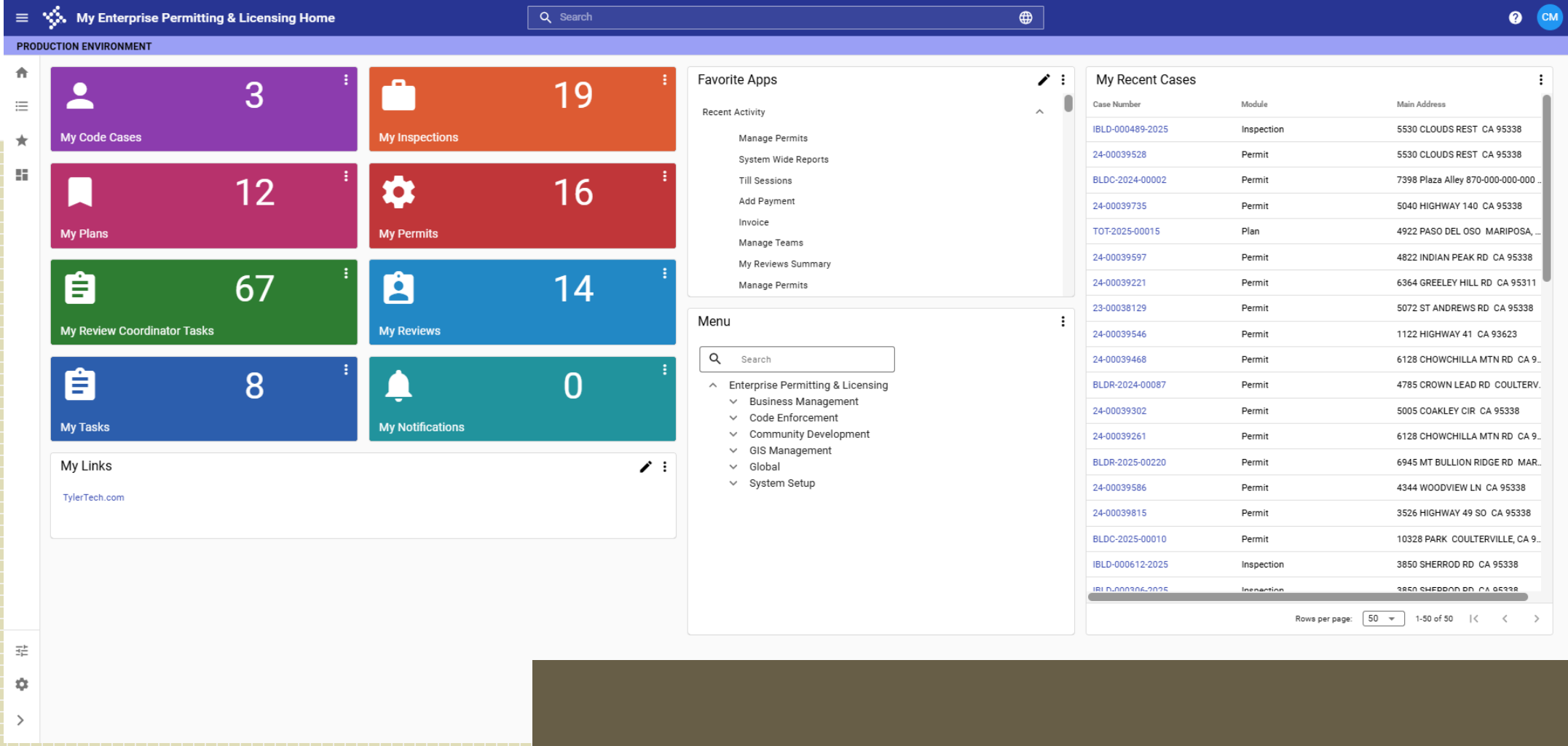


Live Demonstration of Permitting Portal

Development Services – Lobby Kiosk

As of March 31, 2025, the lobby kiosk is operational. This allows staff to help guide the public through the process of setting up an account and getting started with the system.

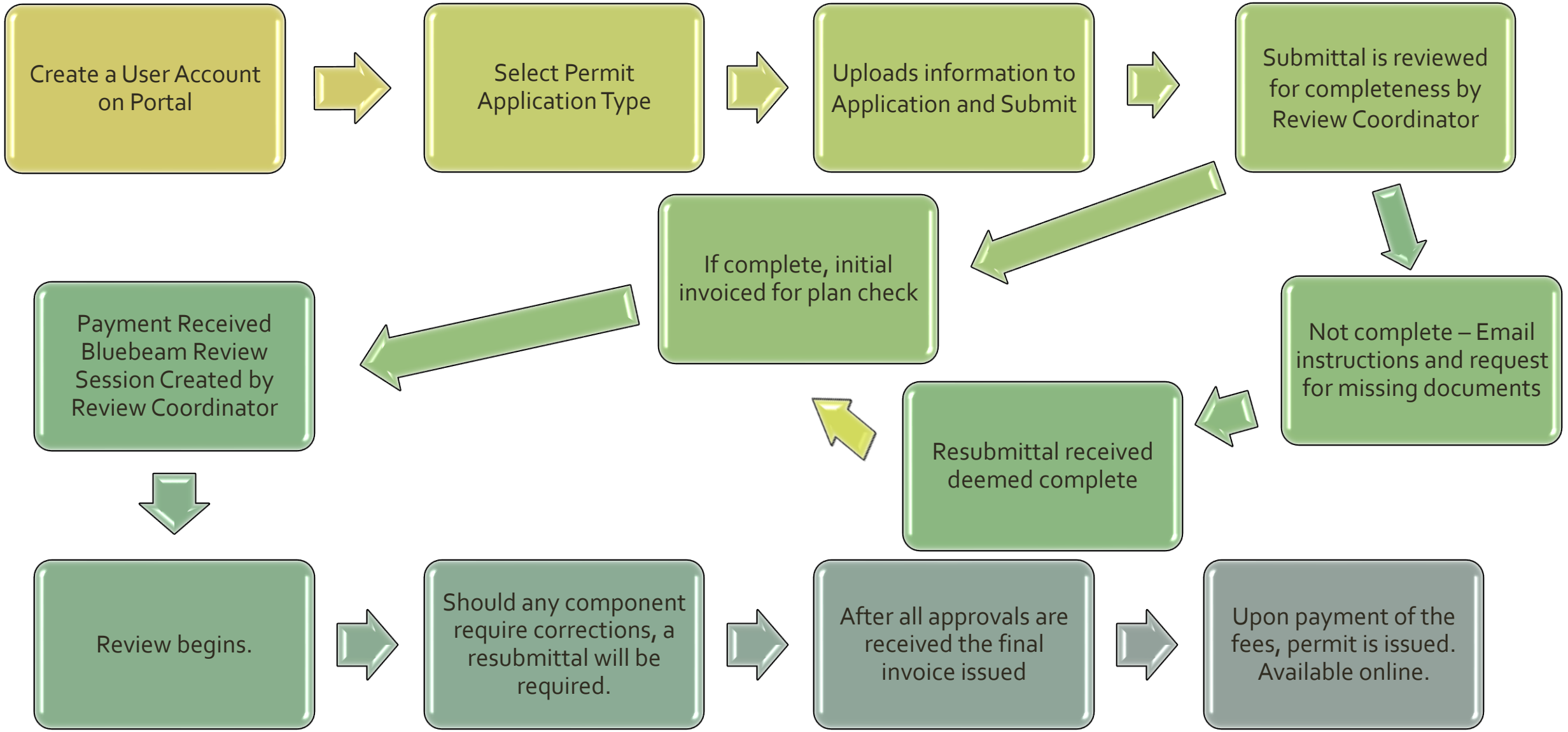
Currently working with the Mariposa County Public Information Officers, to create handouts and videos to further assist and provide the public resources on the operation of the system.

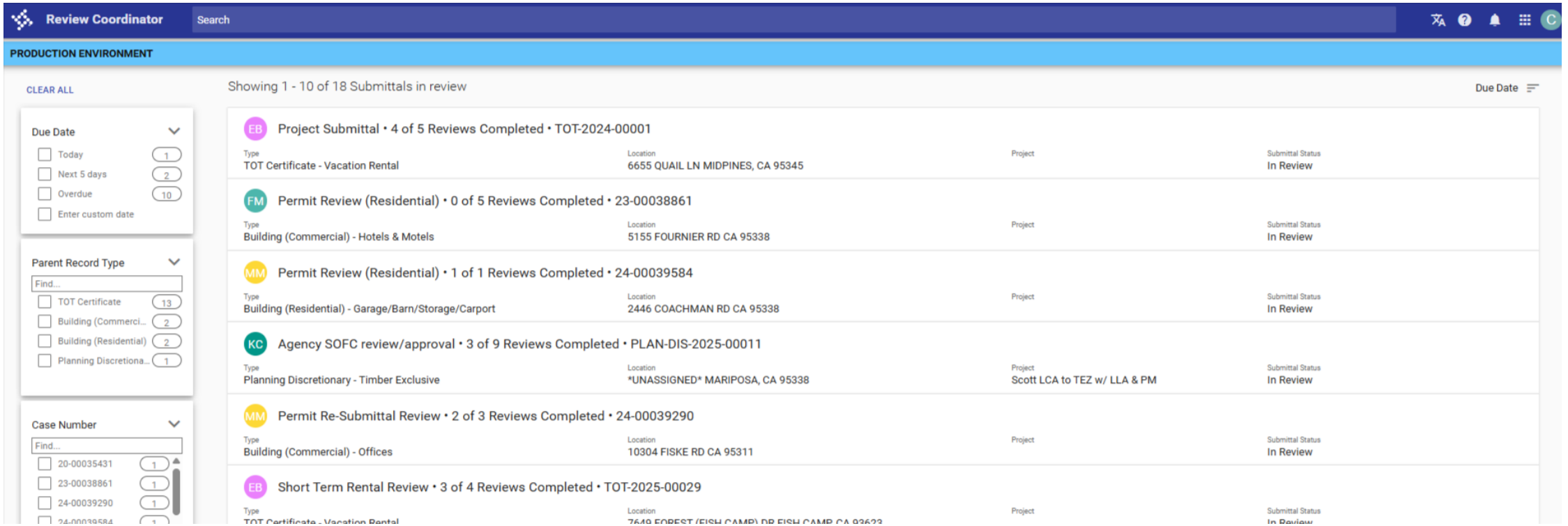


Permit Center

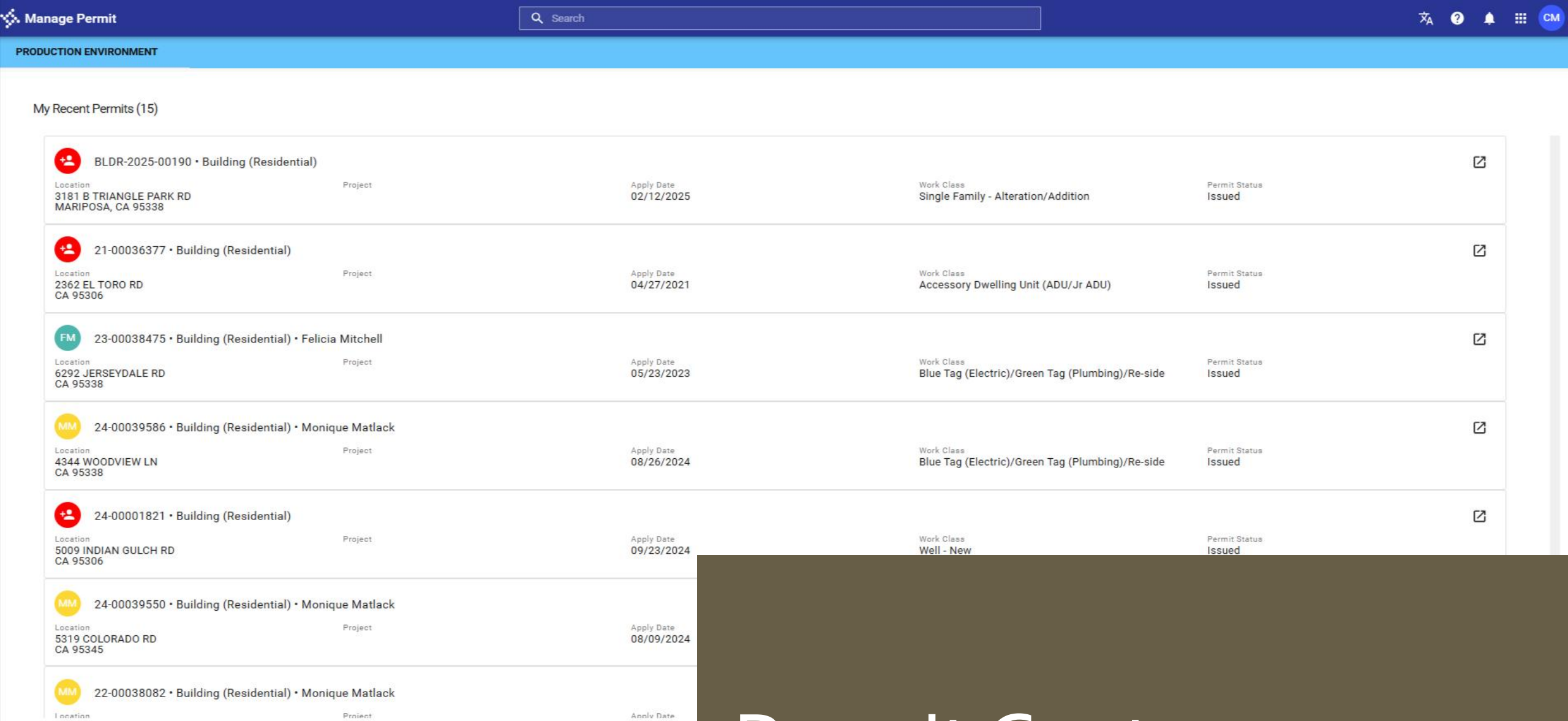
- PROCESSING

Permit Center Workflow (Review and Issuance)





Live Demonstration
Review Coordinator



Permit Center

- EXPRESS PERMITS

Effective April 2, 2025, The following permits are defined as express:

- Reroofs
- Roof Mount Solar
- Demolition
- Minor Remodels
- Electrical Permits
- HVAC Systems
- Minor Plumbing
- Replacement of windows, doors and/or siding
- Garage Conversions to Habitable Space
- Generators
- Emergency Repairs

Exceptions to Express Permits

It is important to note that the following projects are excluded from this streamlined list:

- Historic Design Review Overlay (HDRO)
- Design Review Overlay (DRO)
- Scenic Highway Design Review Overlay (SHO)
- Town Planning Area (TPA)
- Projects that involve changes or expansion of the footprint of existing legal structures.
- Unpermitted Construction or Code Case Violations

This updated approach aims to reduce processing times while ensuring continued adherence to compliance standards and regulatory requirements.

Turn-Around Times Express

Permit Processing Turn-Around Times:

- Reroof – 3 business days
- Roof-mounted Solar Installations– 14 business days
- Demolition – 3 business days
- Garage Conversions to Habitable Space – 14 business days
- Garage Conversions to ADU or Bedrooms – 21 business days (See Note #2)
- Minor remodels – 3 business days
- Replacement of Windows, Doors, and/or siding – 3 business days
- HVAC Systems and Mini-split Installations– 3 business days
- Electrical Permits – 3 business days
- Minor Plumbing Projects– 3 business days

Findings of Review Process

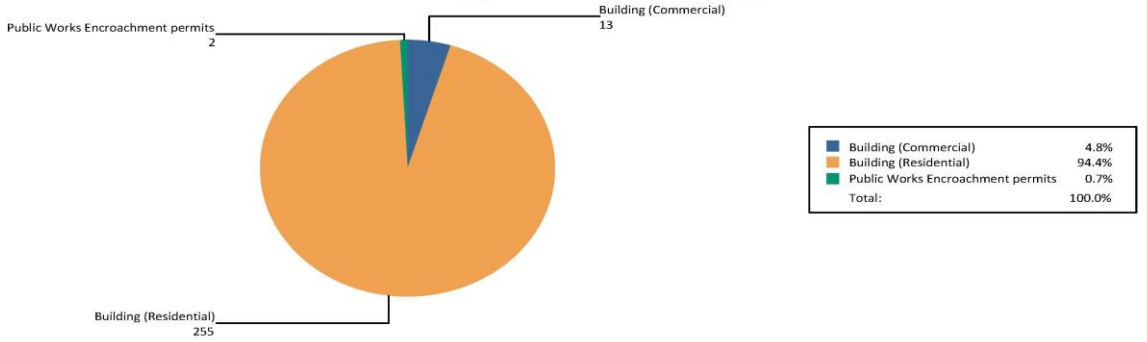
- Not all permits are eligible for "Express" status due to location and other planning conditions such as Historic Design Review, etc.
- Review of permitting process will continue as the Tyler EPL continues to improve the and move the permitting systems to a digital cloud-based system.
- Use of Public Permitting Portal will further assist in improving the experience for the public, contractors, homeowners and all those individuals applying for building permits.

Permit Center

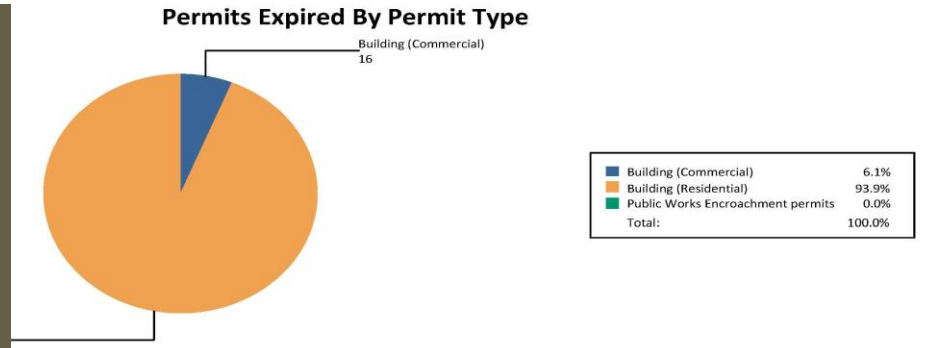
- REPORTING

KEY PERFORMANCE INDICATORS (12/09/2024 TO 03/20/2025) FOR MARIPOSA COUNTY

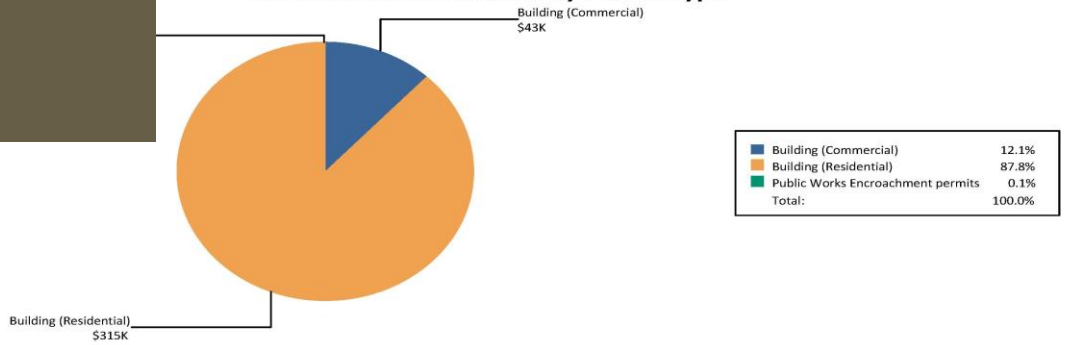
Permits Applied For By Permit Type

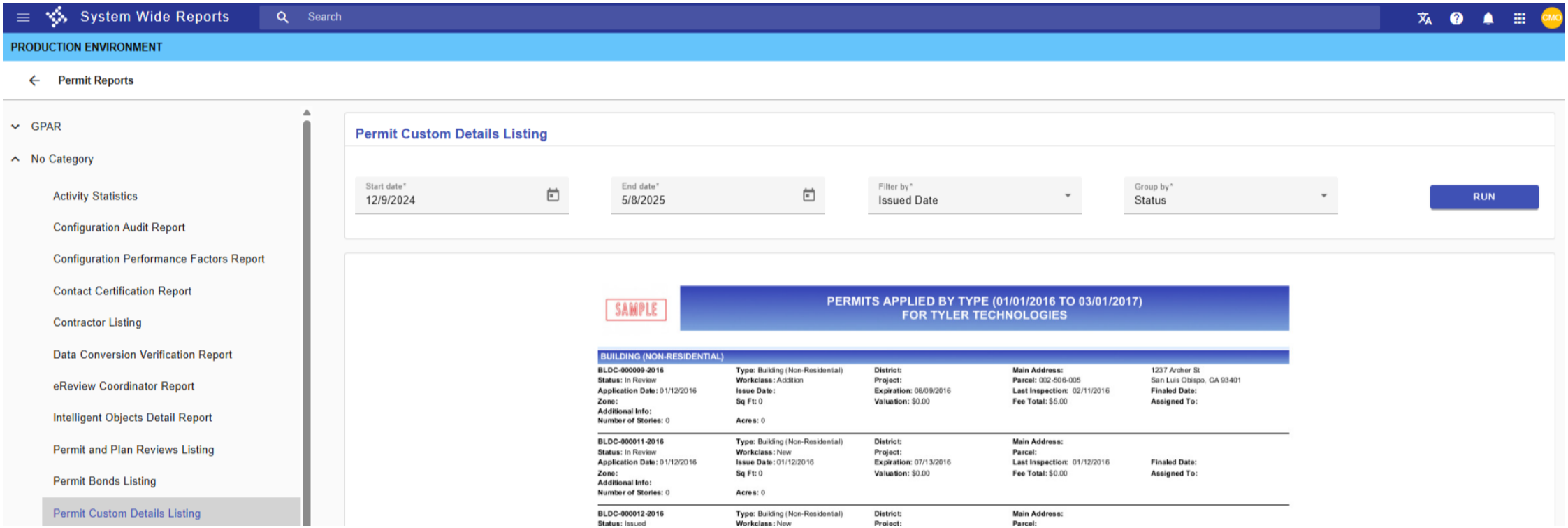


Permits Expired By Permit Type



Invoiced Permit Revenue By Permit Type

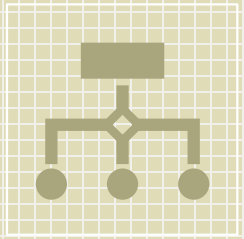




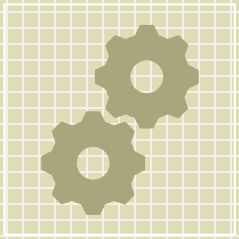
Live Demonstration of Reporting Functions

Code Compliance Module – Under Construction

Current Workflow



Automation of the current workflow as defined by Mariposa County Code has recently begun. It was initially placed on hold while the permitting module was brought online and pending the Code Compliance Advisory Committee's recommendations for changes to the workflow.



It has been determined that the module will be customized to the current workflow. This automation will include noticing and inspections.

It is estimated this will be completed by July 2025.

Thank you

Corrina M. Miranda, Interim Building Director

cmiranda@mariposaacounty.org

www.MariposaCounty.org

Development Services Permit Center:

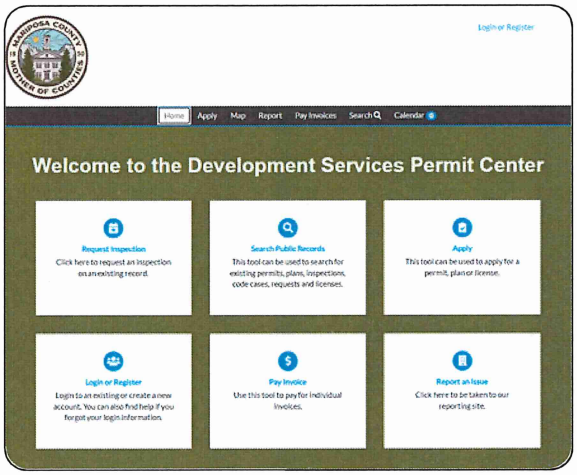
QUICK REFERENCE GUIDE

What is the Development Services Permit Center?

The Mariposa County Development Services Permit Center is a 24/7 online platform for submitting, tracking, and managing building and planning applications.

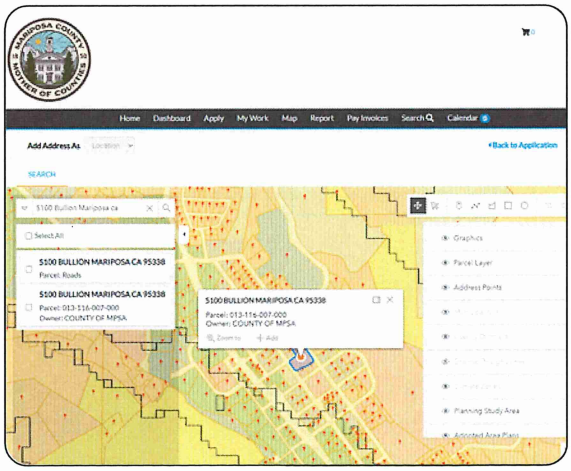
Key Services Available

- Apply for building & planning permits
- Track permit status
- Upload documents
- Pay invoices
- Schedule inspections
- View property maps & details



Creating an Online Portal Account

- Log in (top right corner)
- Select Create an Account
- Use a personal email (Do not use a County email addresss if an employee)
- Complete 2-factor authentication
- Enter personal details
- Access dashboard to view applications & permits



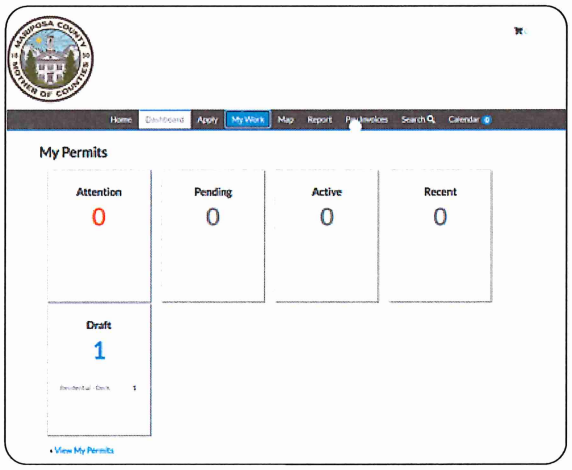
How to Apply for a Permit or Plan

- Select Apply → Choose Permit or Plan Application
- Use the map to find your property (enter street number only)
- Select the location and click Add
- Enter project information, including parcel details, contractor info, and a project description
- Save your draft regularly

PERMIT CENTER DOES NOT AUTO-SAVE | SAVE YOUR WORK REGULARLY

Completing Your Application:

1. Add Contacts
   - Include contractors, architects, or designers
   - Access the Owner Authorization Form under Contacts
2. Upload Attachments
   - **Required:** Complete Plan Set, Owner Authorization, Site Plan
   - **Optional:** Additional specs (e.g., generator details)
3. Sign & Submit
   - Electronically sign and review your application
   - Application is checked for completeness
4. Pay Fees
   - Invoice sent via email and available in the portal
   - Pay by e-check or credit card



If Revisions Are Needed:

- You'll receive an email and portal notification
- Issues appear in the red attention box on your Dashboard
- Review comments, make corrections, and resubmit

Planning Vs. Permit Applications:

- The process is the same for both types, but required documents may vary

MORE HELPFUL INFO AND TIPS

Don't Miss These Key Features:

- My Work: Track pending applications
- Today's Inspections: View scheduled inspections
- Maps: Locate parcels, view APNs, and see existing permits
- Search: Find applications, permits, or property records
- Pay Invoices: Access online payment options

Helpful Tips:

- Checklists for common permits and plans are available in the Permit Center
- Visit the Mariposa County website or contact Development Services for more information.
  - Planning: 209-966-5151
  - Building: 209-966-3934
  - Environmental Health: 209-966-2220

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-191

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve a Second Amendment to the Agreement with Tyler Technologies for Environmental Health Software Module Implementation in the Amount of $99,200, with an Optional $20,000 for Custom Reports and $17,500 for Travel Expense; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Tyler Technologies Fund to Cover Costs ($136,700) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve a Second Amendment to the Agreement with Tyler Technologies for Environmental Health Software Module Implementation in the Amount of $99,200, with an Optional $20,000 for Custom Reports and $17,500 for Travel Expense; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Tyler Technologies Fund to Cover Costs ($136,700) (4/5ths Vote Required).

Summary:

The Board previously approved the acquisition of the Development Services Land Management permitting software to replace the HT_E system. This new permitting platform went live on December 9, 2024, and is now in use by applicants and county staff as the first online permitting system implemented by the County.

While the new system includes development-related Environmental Health Unit (EHU) functions, such as well and septic permits, the EHU also oversees several regulatory programs that fall outside the scope of development permitting. These include:

- Restaurant and kitchen inspections
- Pool and spa inspections
- Certified Unified Program Agency (CUPA) hazardous materials management
- Local air pollution control (MCAPCD)
- Solid waste and recycling enforcement

These specialized functions require a distinct software module due to differing business processes and reporting requirements. To address this, the County entered into a First Amendment with Tyler Technologies for the amount of $124,000 to add the EHU module, replacing the current Accela system. (Attachment 1- First Agreement Amendment). The budget action appropriated $84, 688 at that time to

cover the differential in the project fund, based on overall projection of the remaining funds available for the Permitting Software System and the increase from the EHU Module Amendment 1 for module implementation professional services.

Second Amendment:
Following further assessment during system implementation, it became evident that additional professional services from Tyler Technologies would significantly enhance project implementation efficiency and timeliness. Due to capacity limitations within the EHU team, this Second Amendment seeks to expand Tyler's role in the implementation process.(Attachment 2- Second Amendment to the Agreement)

- **Amendment Amount:** $99,200
- **Optional Add-on for Custom Reports:** $20,000
- **Travel Estimated Expense** $17,500 (as estimated in the First EHU Module Amendment)
- **Total Request:** $136,700

Including this amendment, the total for the EHU Module implementation services would be $260,700 ($240,700) if the optional reports are not utilized. This amendment does **not** affect the existing SaaS licensing for 10 users (which is $50,244 annually for 3 years).

Recommendation:

- Approve the Second Amendment to the Agreement with Tyler Technologies for professional services related to the EHU software module.
- Approve the optional $20,000 add-on for custom reporting, to be used as needed.
- Approve the estimated Travel Expense of $17,500
- Authorize the Board of Supervisors Chair to sign the amendment.
- Approve a budget adjustment to increase revenue and appropriations in the Planning Department's Tyler Technologies Fund to cover the $136,700 cost.

BACKGROUND AND HISTORY OF BOARD ACTIONS

November 21, 2023 Resolution No. 23-629 Board Approved First Amendment to Agreement with Tyler Technologies for Land Management Development Permitting Software EHU Module.
June 22, 2022- Resolution No. 22-396 - Board Approved Agreement with Tyler Technologies for Land Management Development Permitting Software.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would result in no new replacement module for non-development permitting functions of the EHU.

FINANCIAL IMPACT

Increase to Land Management Development Permitting Software project fund 5541 0249: 48231 Debt Proceeds in the amount of ($129,200). And increase fund 5541 0249 70511: Software Fixed Assets in the

amount of $129, 200.

ATTACHMENTS

1. **Attachment 1 - Amendment 1 EHU Module**
2. **Attachment 2- Second Amendment To Agreement**
3. **Attachment 3 - BOS Res. 22-396 - Mariposa County CA SaaS Agmnt.**
4. **EHU AMEND 2 Budget Action Form**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-191

MEETING: May 20, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve a Second Amendment to the Agreement with Tyler Technologies for Environmental Health Software Module Implementation in the Amount of $99,200, with an Optional $20,000 for Custom Reports and $17,500 for Travel Expense; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Tyler Technologies Fund to Cover Costs ($136,700) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve a Second Amendment to the Agreement with Tyler Technologies for Environmental Health Software Module Implementation in the Amount of $99,200, with an Optional $20,000 for Custom Reports and $17,500 for Travel Expense; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Tyler Technologies Fund to Cover Costs ($136,700) (4/5ths Vote Required).

Summary:

The Board previously approved the acquisition of the Development Services Land Management permitting software to replace the HT_E system. This new permitting platform went live on December 9, 2024, and is now in use by applicants and county staff as the first online permitting system implemented by the County.

While the new system includes development-related Environmental Health Unit (EHU) functions, such as well and septic permits, the EHU also oversees several regulatory programs that fall outside the scope of development permitting. These include:

- Restaurant and kitchen inspections
- Pool and spa inspections
- Certified Unified Program Agency (CUPA) hazardous materials management
- Local air pollution control (MCAPCD)
- Solid waste and recycling enforcement

These specialized functions require a distinct software module due to differing business processes and reporting requirements. To address this, the County entered into a First Amendment with Tyler Technologies for the amount of $124,000 to add the EHU module, replacing the current Accela system. (Attachment 1- First Agreement Amendment). The budget action appropriated $84, 688 at that time to

cover the differential in the project fund, based on overall projection of the remaining funds available for the Permitting Software System and the increase from the EHU Module Amendment 1 for module implementation professional services.

Second Amendment:
Following further assessment during system implementation, it became evident that additional professional services from Tyler Technologies would significantly enhance project implementation efficiency and timeliness. Due to capacity limitations within the EHU team, this Second Amendment seeks to expand Tyler's role in the implementation process.(Attachment 2- Second Amendment to the Agreement)

- **Amendment Amount:** $99,200
- **Optional Add-on for Custom Reports:** $20,000
- **Travel Estimated Expense** $17,500 (as estimated in the First EHU Module Amendment)
- **Total Request:** $136,700

Including this amendment, the total for the EHU Module implementation services would be $260,700 ($240,700) if the optional reports are not utilized. This amendment does **not** affect the existing SaaS licensing for 10 users (which is $50,244 annually for 3 years).

Recommendation:

- Approve the Second Amendment to the Agreement with Tyler Technologies for professional services related to the EHU software module.
- Approve the optional $20,000 add-on for custom reporting, to be used as needed.
- Approve the estimated Travel Expense of $17,500
- Authorize the Board of Supervisors Chair to sign the amendment.
- Approve a budget adjustment to increase revenue and appropriations in the Planning Department's Tyler Technologies Fund to cover the $136,700 cost.

BACKGROUND AND HISTORY OF BOARD ACTIONS

November 21, 2023 Resolution No. 23-629 Board Approved First Amendment to Agreement with Tyler Technologies for Land Management Development Permitting Software EHU Module.
June 22, 2022- Resolution No. 22-396 - Board Approved Agreement with Tyler Technologies for Land Management Development Permitting Software.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would result in no new replacement module for non-development permitting functions of the EHU.

FINANCIAL IMPACT

Increase to Land Management Development Permitting Software project fund 5541 0249: 48231 Debt Proceeds in the amount of ($129,200). And increase fund 5541 0249 70511: Software Fixed Assets in the

amount of $129, 200.

ATTACHMENTS

1. **Attachment 1 - Amendment 1 EHU Module**
2. **Attachment 2- Second Amendment To Agreement**
3. **Attachment 3 - BOS Res. 22-396 - Mariposa County CA SaaS Agmnt.**
4. **EHU AMEND 2 Budget Action Form**

VOTE RESULT

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

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the County of Mariposa, California, with a mailing address of PO Box 2039, Mariposa, California 95338 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated July 12, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the second month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

    a. The annual SaaS fees payable under the Agreement shall be increased in the amount of $50,224, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the second month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.

    b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	County of Mariposa, California
By: _____	By: _____
Name: Robert Kennedy-Jensen	Name: Miles Menetrey
Title: Group Legal Counsel	Title: Board Chair
Date: _____	Date: _____

Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Chuck Newberry
Quote Expiration:	12/31/23
Quote Name:	Tyler Environmental Health

Sales Quotation For:
Mariposa County
PO Box 729
Mariposa CA 95338-0729
Phone: 12099667606

Tyler SaaS - SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Extensions				
Enterprise Service Requests		$ 1,226	1	$ 14,712
Environmental Health Core Software				
Enterprise Environmental Health		$ 157	10	$ 18,790
Environmental Health Extensions				
Environment Health API Toolkit		$ 447	1	$ 5,358
Environmental Health – CA CUPA and CERS Tiers 1-3 Integration		$ 438	1	$ 5,254
Environmental Health Executive Insights		$ 438	1	$ 5,254
Environmental Health Citizen Connect		$ 438	1	$ 5,254
Civic Access - Environmental Health		$ 377	1	$ 4,519
Enterprise Service Requests for Environmental Health		$ 88	1	$ 1,051
My Civic Bundle Environmental Health (Citizen Engagement and Requests)		$ 88	1	$ 1,051

Tyler Software					
My Civic Bundle (Citizen Engagement and Requests)			$ 876	1	$ 10,508
	Sub-Total:				$ 71,751
	Less Discount				*$ 21,527*
	TOTAL	**3**			**$ 50,224**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Configuration Training - On Site	40	$ 250	$ 10,000	$ 0
Custom Reports/Outputs	1	$ 5,000	$ 5,000	$ 0
Data Conversion Services	80	$ 250	$ 20,000	$ 0
End User Training - Onsite	40	$ 225	$ 9,000	$ 0
Professional Implementation Services - Onsite	80	$ 225	$ 18,000	$ 0
Professional Implementation Services - Remote	85	$ 200	$ 17,000	$ 0
Project Management Services - Remote	180	$ 200	$ 36,000	$ 0
Solutions Orientation Training - Onsite	40	$ 225	$ 9,000	$ 0
TOTAL:			**$ 124,000**	**$ 0**

Summary **One Time Fees** **Recurring Fees**

Total SaaS		$ 50,224
Total Services	$ 124,000	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**124,000**	**$ 50,224**
Contract Total	**$ 274,672**	
Estimated Travel Expenses	**$ 17,500**	

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Investment Summary Notes

In the event the Client cancels services less than two(2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.
Delays in completion, reviews, and/or acceptance of any deliverable by the Client will result in an increase in the duration of the project and will require a Change Order for any additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development and review.

Tyler resources will configure and test basic Environmental Health functionality including global settings, and preliminary user roles.

It is the client's responsibility to provide and maintain the GIS services to be used by the Tyler Environmental Health applications. Tyler will provide guidelines to be followed for such services.

Environmental Health Implementation: This will be a shared services implementation where Tyler leads and owns the configuration of 1 food program and 1 code case type to be used as examples for the remaining configuration to be completed by the client. For each unique case type Tyler implements, we assume our experienced Consultant expends 25-35 hours per process for definition, configuration, and issue resolution. Tyler will also build out our standard geo-rules and standard automation events included in the application. Configuration elements beyond this will be owned by the client.

Tyler Technologies' Environmental Health implementation team will be primarily responsible for the following implementation tasks:
•Training on how to use Environmental Health
•Training and providing guidance on how to configure and maintain Environmental Health
•Setup of Environmental Health GIS Map
•Setup of Environmental Health GIS Live Link
•Setup of Civic Access GIS Map (as applicable, based on contract)
•Setup of Civic Access ArcGIS Integration (as applicable, based on contract)
•Setup of Civic Access Payments (as applicable, based on contract and client having secured an appropriate payment gateway)
•Setup and testing of Tyler-to-Tyler integrations (Munis, Tyler Cashiering, Tyler Content Management, Tyler Incident Management, as applicable based on contract)
•Setup of Workforce Mobile licenses (as applicable, based on contract)

The client subject matter experts (SMEs) should be available approximately 25 – 50% (Dependent on the number of processes to be configured) of any given week throughout the project in order to perform configuration in addition to scheduled time with Tyler's Environmental Health consultant. The

client configuration team should expect to spend somewhere between 30 to 40 hours of implementation time per process after their completion of configuration training.

These client SMEs will be responsible for the following general configuration tasks:
•Environmental Health Case Type Setup (and all associated items required to configure)
•Environmental Health System Setup Configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
•Environmental Health Report Setup's dynamic custom fields
•Environmental Health User/User Role Setup
•Environmental Health Workflow/Workflow Template Setup (WF Actions, Steps, Templates, Submittal Types, Item Reviews etc.)
•Civic Access Experience (Civic Access Case Types, Civic Access Geo Rules, Civic Access Themes, Headers, Menus, Security Settings, etc.)
•Environmental Health Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like E-mails, Tasks, Geo Rules, etc.
•Other configuration as desired by client

The Client has the Automation Bundle Package which includes:

Civic Access is the online portal for the client's citizens. Tyler will ensure the online portal is operating and is connected to GIS, complete the payment portal configuration, and provide Civic Access configuration training. The client is responsible for the configuration of making applications available online as well as any other components that fall outside of what was mentioned prior.

"Tyler Hub is a platform that allows clients to set up individual dashboard to visualize data. Tyler resources will assist to tie the application to Environmental Health data and demonstrate how to set up user dashboards. The client will be responsible to set up and maintain user dashboards. Tyler will be responsible for connecting the Environmental Health data source to Tyler Hub. Tyler will provide training to the client to demonstrate how to personalize user views. It is the Client's responsibility to personalize user views. Any additional data source connections to Tyler Hub will incur additional costs."

Enterprise Service Requests (ESR) is an application for citizens to report code complaints. Tyler resources will configure, train client personnel, and support go-live for ESR functionality utilized by Environmental Health.

Conversion
There are no conversion services in the scope of this implementation. Should the client request to include this into the scope of the project at a future point, it will need to go through Tyler's standard change control process.

Report Development
There are no custom reports in the scope of this implementation. Should the client request to include this into the scope of the project at a future point, it will need to go through Tyler's standard change control process.

Training Policy - The client receives and will be billed for up to 32 hours of direct interaction with Trainers. Note that this time is billed in daily blocks at 8 hours for the day. Totaling 4 days of training time. The client will also be billed for up to 8 hours of setup and prep time. This allows our Trainers to become familiar with individual clients and their needs. While the Training is generic, our Trainers always spend time familiarizing themselves with client environments.

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the County of Mariposa, California, with a mailing address of PO Box 2039, Mariposa, California 95338 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated July 12, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The services set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	County of Mariposa, California
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Chuck Newberry
Quote Expiration:	9/30/25
Quote Name:	Tyle EH Full Service Quote

Sales Quotation For:
Mariposa County
PO Box 729
Mariposa CA 95338-0729
Phone: 12099667606

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Data Conversion Services	200	$ 250	$ 50,000	$ 0
Professional Implementation Services - Remote	42	$ 200	$ 8,400	$ 0
Project Management Services - Remote	204	$ 200	$ 40,800	$ 0
TOTAL:			**$ 99,200**	**$ 0**

Summary	One Time Fees	Recurring Fees
Total Services	$ 99,200	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 99,200**	**$ 0**
Contract Total	**$ 99,200**	

Optional Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Custom Reports/Outputs	4	$ 5,000	$ 20,000	$ 0
TOTAL			**$ 20,000**	**$ 0**

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Custom reports are ground up module level custom report based on client specification. A custom report returns data from multiple records based on selection criteria.

Investment Summary Notes (supplemental scope to contract 395096-B6T6V)

Delays in completion, reviews, and/or acceptance of any deliverable by the client which extends the duration of the project are subject to the change control process for additional costs incurred by the delay, including but not limited to additional service hours for project management, consulting, and conversion development.
In the event the client cancels services less than two (2) weeks in advance, client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.
Implementation service hours are scheduled and delivered in four (4) or eight (8) hour increments.

PASC (Public Administration Security Console) is a tool where Support staff are able to access client environments using specified Tyler-owned accounts with rolling passwords.

The client is responsible for providing and maintaining the GIS services required by Enterprise Permitting & Licensing in accordance with Tyler's GIS deployment guidelines.

Environmental Health Implementation Notes

Environmental Health Implementation: This will be a Full services implementation where Tyler leads and owns the configuration of 9 programsand the program's violation library content and 1 code case type to serve as examples with the remaining configuration to be completed by the client. Identified CUPA programs Include:

1. Aboveground Petroleum Storage Act (APSA)
2. California Accidental Release Prevention (CalARP)
3. Hazardous Waste
4. Hazardous Materials Business Plan (HMBP)
5. Tiered Permitting
6. Air-Pollution
7. Underground Storage Tank Program (UST)

Unique case types implemented by Tyler are estimated at 25-30 hours per process for definition, configuration, and validation. Tyler will enable the standard Geo Rules and standard automation events included in the application. Configuration elements beyond this configuration estimate will be owned by the client.

Tyler's implementation team is primarily responsible for the following tasks:

Training Environmental Health functionality
Training, best practice, and guidance in software configuration and maintenance for Environmental Health and Civic Access applications
Establishing Environmental Health and Civic Access connections to the client-published GIS map services and configuration of Environmental Health's Live Link component

System configuration of Payments for Environmental Health and Civic Access or enablement of electronic payments based on client-supplied payment gateway information (as applicable, based on contract and client having secured an approved payment gateway)
System configuration and validation of Tyler-to-Tyler product integrations (Enterprise ERP, Cashiering, Content Manager, Enterprise Service Requests, others as applicable based on contract)

The client's subject matter experts (SMEs) should be available approximately 25-50% (dependent on the number of processes) each week throughout the project to perform configuration review and validation in addition to time scheduled with the Tyler team.

The client's SMEs are primarily responsible for the following tasks if the scope exceeds the estimate:

Case Type and Work Class configuration, including all associated module components.
System Setup configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
Report Setup's dynamic custom fields
User and User Role configuration
Workflow component and Workflow Template configuration (Steps, Actions, Submittal Types, Item Reviews, etc.)
Civic Access customization and administration (allowed Case Types, Application instructions, Geo Rules, Themes, Headers, Menus, Security Settings, etc.)
Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like emails, Tasks, Geo Rules, etc.
Other configuration as desired by client

Civic Access is the online portal for the client's citizens. Tyler will ensure the online portal is operating and is connected to GIS, complete the payment portal configuration, and provide Civic Access configuration training. The client is responsible for the configuration of making applications available online as well as any other components that fall outside of what was mentioned prior.
Hub is a platform that allows clients to customize individual user dashboards to visualize tasks and data. Tyler will connect the EPL data source to Hub and provide training to personalize user dashboards. The client is responsible for all personalization and maintenance of user dashboards. Any additional data source connections to Hub are subject to the change control process and will incur additional cost.

Tyler resources will establish connection and verify data exchange between Citizen Connect and EPL.

Tyler resources will establish connection and verify data exchange between Executive Insights and EPL.

Integration Notes

There are no integrations included in the scope of this implementation.

Conversion and Reports Notes

Full Conversion - The client will provide Tyler with up to [1] legacy data source [Excel] containing the Environmental Health, Inspection, and Code enforcement data needed to be converted. The client is responsible for extracting data from the client's legacy system(s) and supplying it to Tyler in an acceptable format. Tyler does not manipulate or correct legacy data on behalf of clients; any data quality concerns must be addressed by the client

prior to supplying data to Tyler. Tyler will populate the Data Conversion Template database (DCT-DB) with the legacy data to be converted into EPL. Tyler will use the completed DCT-DB to produce a mapping document that allows the client to correlate legacy data fields to EPL fields. The client is responsible for all data mapping decisions and completing the mapping document. The client's DCT-DB and supplied mapping will be used to translate the legacy data into the EPL software; this constitutes a "conversion pass." A total of four (4) conversion passes are included in the scope of this implementation: two (2) evaluation conversion passes, one (1) simulated go-live pass, and one (1) final go-live conversion pass.

Optional Services no included: Custom Reports:

Ground-up module-level custom report based on client specifications. A custom report returns data from multiple records based on selection criteria.

Training Notes

Training Engagements – For each 40-hour training engagement, the client receives and is billed four (4) 8-hour days of direct instruction and up to 8 hours of preparatory and administrative time to allow trainers to familiarize themselves with client needs, develop schedules, prepare software environments, and complete documentation.

The following training engagements are included in the scope of this implementation:

Configuration Training: Advanced training in end user functionality, configuration, and system administration.

**This amendment adds to the services provided on the 11/23 amendment with investment summary 2023-395096-B6T6V1. The assumption is that none of the hours provided for the EH implementatoin have been utilized for any services up to the date of this amendment.

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-396

MEETING: June 28, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Approve Agreement for Development Services Permitting Software - Tyler Technologies

---

RECOMMENDATION AND JUSTIFICATION:

Approve Development Services Permitting Software agreement with Tyler Technologies; and Authorize the Board Chair to sign the agreement (Subject to Approval as to Legal Form)

The not-to-exceed amount will be determined by the Board based on optional services chosen.

Staff recommends entering an agreement with Tyler Technologies to replace the land management / permitting component of the "AS400" HT_E (old "ERP") system, the Surveyor/Engineering use of CAMS, and the Environmental Health use of Accela. The Land Management Development Services Permitting software is critical to the ability to provide high quality development services to the community and to manage County resources in support of those services.

This software will benefit and be utilized by multiple county departments and functions. This MT item was submitted by Planning, because the RFP and Implementation Team Leader for the effort (Steve Engfer) works for Planning.

Tyler Technologies Software Cost Summary

Total Core Software Bundle for 5 years: $918,586

SaaS Annual Fee of $136,406 for 60 licenses. (5-Year cost $682,030)

Professional Service fee for project set-up and implementation $236,556

Options:

1. Data Conversion $56,250
2. Integration Support $20,000

REF ID# 12375

AJE

3. Change Management Services $29,600
4. Executive Insights Reporting Bundle $11,051
5. Utility Billing $331,763

With all options total of: $1,367,250

Potential DLB Associates (County HT_E contractor), increase of up to $25,000.

(See Attachments)

Background

The County's Enterprise Resource Planning (ERP) System, included multiple functions ranging from financials to permitting. It is frequently called "HT_E", or "AS400", and it is over forty years old - at the end of its useful life. This system was critical to County operations and includes central elements of budget, financial management, human capital management, payroll and all development service permitting functions. It also included the Assessor parcel and tax processes and data on which permitting relies.

In addition, two other land management development services divisions - Surveyor / Engineering and Environmental Health - utilize other systems to manage their resources and track their activities. Surveyor / Engineering uses a combination of CAMS and excel spreadsheets, and Environmental Health uses Accella. A permit for the construction of a new house would need to be reviewed and approved by all 4 departments / divisions (Building, PWD-Surverying/Engineering, Environmental Health and Planning) requiring that it be tracked and managed across multiple software platforms, multiple locations, and multiple people. County Fire, CALFIRE and other outside agencies may also review various permits and would utilize hardcopy permit tracking. The "Permitting" software would support their concurrent review in the system on all development projects further streamlining the review process.

Developers in Mariposa County repeatedly assert that their experience is largely positive, and that Mariposa County staff are very responsive. This is a tribute to the enormous efforts made on the part of staff to compensate for our archaic systems. Imagine what the customer experience would be if staff could spend all or most of their time delivering services, rather than tracking payments, and approvals across systems and departments.

No less important, the County GIS (ESRI) software has become a critical part of the "permitting" functions as well as various other essential County workflows and will remain an important part of the future County functions.

It was determined through the extensive review during the ERP process with GFOA (Government Finance Officers Association) over the course of the past few years, that the "Permitting" software selection and implementation would be conducted after the

"ERP" (financials component). A separate RFP was conducted for the "permitting" software. As a result of the process, Tyler Technologies was selected by the review team.

Through the course of the Oracle Graviton "ERP" first phase implementation, the Assessor's Office also implemented Megabyte for assessor and tax functions.

Data Conversion

During the implementation of "Megabyte" software and "ERP" (financials) it was discovered that there are some H_TE historic assessor, tax and permitting data exports needed that are very important for a more efficient utilization of all the software systems involved. And moreover, critically important for the GIS, and "Permitting" software implementation.

Therefore, as a part of the "Permitting" software implementation, there are agreement options included to address the critical data conversion unmet needs that would serve the "Permitting" software (through the GIS system) and remedy the unmet data transfer needs identified in the other software implementations.

The data conversion and export option to meet all new software needs for the multiple department involved, would result in a Tyler Technologies additional cost of for optional data conversion service of $56,250 for data conversion.

There would also be a potential increases in the current DLB Associates agreement (through County Technical Services) for HT_E database extract management assistance of nor greater than $25,000 and potentially minor costs from Megabyte and Oracle/Graviton for insuring continuity with those software systems at rates in the existing agreements for assistance.

Integration Support

The relation of the "Permitting" software to integrate seamlessly with Megabyte, Oracle, ESRI (GIS) and potentially other state required reporting software was identified a priority by the review team. While the software is readily available with application interfaces (API's), to be certain that we cover any additional needs discovered through the implementation process for all integrations, we requested an estimate for additional services to assist the County staff as an option if the instances arise where custom integration methods must be utilized. The amount is $20,000 for an additional 80 hours of work if needed by the County.

Change Management

Due to the significant detail involved in the multiple County department software connections and interdepartmental permitting review workflows, staff requested an optional quote for additional change management services, above what is already included in the core project implementation costs from Tyler Technologies. This option

would provide for an additional 160 hours over the course of the project implementation for Tyler Technologies staff to function as an "extension " of County staff to address detailed workflow design aspects. And to assist in ensuring the interoperability of the workflows in the software to increase the efficiency of the interdepartmental permitting review and data functions. This option could be used on an as-needed basis as the implementation process moves forward and any issues are encountered that County staff cannot adequately address.

Reporting

An option for creating additional "executive insights" metrics reporting was requested in the event it is discovered through the implementation process that there would be a need for additional non-standard reporting options that are already included. The software comes with a robust dashboard that allows for various reporting options. The review team considered the situation and recommend having the option for instances that could arise where there may be a need for additional reporting options not contemplated.

Utility Billing

Additionally, it was also discovered that there are some potential unmet needs for utility billing, for which Tyler Technologies has provided a separate fee estimate. That information is included in the packet as an option, if it is determined to be a viable option by County Administration and the Public Works Department that administers the utility billing for various special districts in the County, then staff recommends the amendment to include the utility billing module be authorized.

Options Summary

The success of the "Permitting" software is not dependent on the Utility Billing module. Utility Billing is a bit different in that it was not a part of the RFP for the "Permitting" software. There are a few more step to achieve in order to complete the determination if the option is viable.

The review team prioritized the options and identified Data Conversion as the most critical option in order to ensure access to historic records. Second is the Change Management option and third the additional reporting option.

It is staff's recommendation, however, to approve an agreement inclusive of all the options to lock in the rates per the agreement. As the implementation progresses, options could be budgeted for and invoked only as needed.

Conclusion

The process by which the new "Permitting" system was selected and the contract was negotiated required the engagement of many County employees over a period of more than a year involving significant efforts. The "Permitting" team has been patiently

waiting during the roll out of the other software implementations, and since those have advanced, the timing for the next phase for the "permitting" software is here.

There is an interdepartmental implementation team that has been meeting and is set up for this project, including both the data preparation and conversion needs, workflow establishment, beta testing and full software implementation. The implementation is expected to be approximately 16-months from the kick-off to completion. The discovery aspect of the initial project implementation will be important to the process for insuring data conversion is successful to fulfill the identified needs. The team is representative of all staff needed for whole project including the data conversion step.

If we were to postpone this decision, we would incur issues with permitting using the HT_E software because it will not be maintained by the Assessor's office indefinitely. It is possible we would need to start the RFP for the software selection from the beginning. Staff recommends approval of this agreement to ensure that County operations are operating as efficiently and effectively as possible now and in the future.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On May 5, 2020 the Board approved an agreement for the ERP software (Oracle and Graviton) replacing components of the HT_E system.

On January 26, 2021 the Board adopted Resolution 2021-38 authorizing the County to submit a Local Early Action Planning (LEAP) grant application for $65,000 for Development Services Land Management Software.

On March 9, 2021 the Board adopted Resolution No. 2021-125 approving the RFP for the Development Services Land Management Permitting Software.

On August 24, 2021 the Board received an status update on the RFP process and overview of the selected software company, Tyler Technologies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Propose agreement amendments.
Deny the request. If denied, there would be no software to replace the antiquated HT_E permit software system, potentially resulting in future permitting issues.

FINANCIAL IMPACT:
We plan to finance this project, so we will come back to the Board with a new budget action to create a new fund when the terms of the financing have been finalized. There will be no impact to the General Fund until Fiscal Year 2023-2024 when the debt payments begin.

ATTACHMENTS:
Tyler Technologies Agreement (PDF)
Agreement Exhibit F (PDF)

Agreement Exhibit G (PDF)
Utility Billing Option (PDF)
Permitting Software Agreement Presentation (PDF)

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

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and County of Mariposa, a political subdivision of the State of California, hereinafter "County or Client".

WHEREAS, County selected Tyler to provide certain products and services set forth in the Investment Summary, including providing County with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and County agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"County**" means Mariposa County, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to County, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean County.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS

Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.
   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution

of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

7. Socrata Solution Terms. Your use of Tyler's Socrata-based solutions is subject to the terms found here: https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using a Tyler Socrata-based solution provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. County Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access

to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Acceptance. Acceptance criteria for Services and Deliverables shall be set forth in the SOW. The County must inspect the Services and Deliverables upon Contractor's delivery of such Services or Deliverables to confirm conformance with acceptance criteria. Unless otherwise stated in the SOW, if Contractor has not received written notice from County within ten (10) business days, following Contractor's notification to County of completion of the Services or delivery of the Deliverables, the applicable Services or Deliverables will be deemed accepted by County. If the SOW does not contain acceptance criteria, the applicable Services or Deliverables will be deemed accepted by County on the date of delivery unless Contractor receives written notice from County specifying the reason for non-acceptance within ten (10) business days after Contractor's completion of the Services or delivery of the Deliverables. In the event of a conflict between this provision or the SOW, the SOW shall control.

11. Disentanglement. In connection with the termination of this Agreement for any reason, and only upon the execution of a mutually agreed change order or addendum, Tyler shall use commercially reasonable efforts to accomplish an adequate and timely transition from Tyler to the County, or to any replacement providers designated by the County (a "Disentanglement"). The parties shall reasonably cooperate during Disentanglement. County shall reimburse Tyler for Disentanglement services provided by Tyler at Tyler's then-current rates, plus reasonable costs and expenses, as set forth in the parties' executed change order or addendum.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive

free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated upon mutual written consent of the parties, or as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is

contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term or then-current renewal term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance:

   (1) Commercial General Liability (CGL): Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

   (2) Automobile Liability: Covering Tyler owned autos and rental vehicles, with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

   (4) Professional Liability (Errors and Omissions): Covering the negligent performance of technology related professional services, with limits no less than $2,000,000 per claim, $2,000,000 aggregate.

   OTHER INSURANCE PROVISIONS

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

   (5) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be included as additional insureds on the CGL policy with respect to claims arising out of or relating to this Agreement. General liability coverage can be provided in the form of a certificate of insurance.

   (6) Primary Coverage: For any claims arising out of this Agreement, Tyler's CGL and Auto Liability insurance coverage shall be primary insurance as between the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(7) Notice of Cancellation: Tyler will provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth in this Agreement within thirty (30) days thereof.

(8) Waiver of Subrogation: Tyler hereby grants to County a waiver of any right to subrogation under our CGL and Auto Liability policies for any claims that arise out of or relate to this Agreement and are between County and Tyler, except to the extent the damage or injury is caused by County.

(9) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII.

(10) Verification of Coverage: Within a reasonable time from the Effective Date, Tyler shall furnish the County with a certificate of insurance listing the County as an additional insured on the policies required in this Agreement.

(11) Subcontractors: Tyler shall require and verify that all subcontractors maintain insurance commensurate with the scope of the subcontracted services. For the avoidance of doubt, Tyler may not add subcontractors after the Effective Date without County's consent, not to be unreasonably withheld.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation,

sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy.

For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement. In particular:

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

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect

the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect.

    This Agreement may only be modified by a written amendment signed by an authorized representative of each party. Any such written amendment will detail the changes involved and any related changes to the schedule and charges (a "Change Order"). We shall not proceed with any work beyond the scope of work set forth in the SOW until a written Change Order is executed by an Authorized Representative of each party. The County shall not be liable for any additional fees without an approved Change Order.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Tyler or any employee or agent of Tyler. Both parties acknowledge that Tyler is not an employee for state or federal tax purposes. Tyler shall retain the right to perform services for others during the term of this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of

such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of County Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve

the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. We agree to comply with all federal, state and local laws, codes, ordinances and regulations applicable to the performance of services under this Agreement. The fees listed in the Investment Summary (Exhibit A) are based, in part, on the cost of compliance with applicable laws existing as of execution of this Agreement. Should laws applicable to our performance under this Agreement change post-signature, we reserve the right to seek a change order for the additional work, time, and/or cost that may be required to comply with the new law, ordinance, or regulation.

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

25. 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.

26. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
Exhibit E	Statement of Work
Exhibit F	Tyler's Proposal dated April 23, 2021
Exhibit G	County's Request for Proposal dated March 12, 2021

In the event of a conflict in the various Agreement documents listed above, the conflicting language will be interpreted and resolved according to the following order of precedence:

a. This Software as a Service Agreement, inclusive of Exhibits A-E;
b. Exhibit F – Tyler's Proposal; and
c. Exhibit G – Request for Proposal.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: June 17, 2022

Mariposa County, California

By: 76F9A972A33 Rosemarie Smallcombe ZorroSign

Name: Rosemarie Smallcombe

Title: Chair, Board of Supervisors

Date: 07/12/2022

APPROVED AS TO FORM:

76F9A972A47 Danielleywardle ZorroSign

Danielle Bondshu
Clerk of the Board
Countersigned Government Code § 25103

76F9A972A29 Steven W. Dahlem ZorroSign

Steven W. Dahlem
County Counsel

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:
County of Mariposa
PO Box 2039
Mariposa, CA 95338
Attention: Steve Engfer
Email: sengfer@mariposacounty.org
Phone: 209-742-1250

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5541	0249	48231	48231: Debt Proceeds		(136,700)	
5541	0249	70511	70511: Software Fixed Assets		136,700	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR

DEPARTMENT HEAD SIGNATURE Steven J. Engler DATE 4/23/25

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023