Mariposa County

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

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
NOVEMBER 18, 2025

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

Chair Smallcombe called the meeting to order.

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Danielle Bondshu/Clerk of the Board introduced her new Deputy Clerk of the Board Sophea Craighead.

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

Chair Smallcombe read the consent note and further noted that item CA. 8 had been withdrawn.

Public comment was received from Jeanne-Ann Pine/Master Gardener regarding the Americorp Items, noting their importance to the community.

Chair Smallcombe commented on CA. 9, thanking Dr. Keheley for bringing Sarah Matlock from the School District onto this board. She noted this fulfills a legislative requirement. She further noted that she would be an asset to the BHB.

Supervisor Poe commented on CA. 15. He called up Courtney Progner Morrow/Treasurer-Tax Collector-County Clerk, who noted that this is a reimbursement for the November 4th Special Election.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Ratify a Letter of Support for the Inclusion of Fiscal Year (FY) 25-26 Community Project Funding and Congressionally Directed Spending Requests in Any Funding Deal

CA3. **Administration**

Approve the Creation of the Health Record Technician, Senior Health Record Technician, and Health Record Technician Supervisor; Set the Annual Salary to ($39,474.09 to $47,978.01), ($46,826.06 to $56,913.64), and ($60,418.65 to $73,455.57) Respectively; Approve the Side Letter between Mariposa County and Service Employees International Union (SEIU) Local 521, Effective November 1, 2025; and Authorize the Board of Supervisors Chair to Sign the Side Letter

CA4. **Administration**

Approve the Reclassification of a Staff Services Analyst I/II Allocation in the Health and Human Services Agency (HHSA) to an Administrative Analyst I/II, Effective Immediately

CA5. **Administration**

Approve the Revision of the Mariposa County Drug and Alcohol Testing Policy for Department of Transportation Regulated Positions, Effective Immediately

CA6. **Auditor**

Designate the Method by which Appropriation Limits are to be Computed for the Fiscal Year (FY) 23-24 for Each Jurisdiction as the Percentage Change in California Per Capita Personal Income in Conjunction with the Annual Percentage Change in the Population of Mariposa County

CA7. **Auditor**

Adopt a Resolution Establishing Appropriation Limits for Fiscal Year (FY) 23-24 Pursuant to Article XIII B of the California Constitution and Government Code Sections 7902 and 7910, Mariposa County is Required to Establish Revenue Appropriation Limits Each FY

CA9. **Health and Human Services Agency**

Accept the Resignation and Recognize the Service of Olga Leonard; and Appoint Sarah Matlock to the Behavioral Health Board with a Term Expiring December 9, 2028

CA10. **Health and Human Services Agency**

Ratify the Signature of the County Health Officer to Sign and Submit an Application for Fiscal Year (FY) 25-26 for the Certified Unified Program Agency (CUPA) Rural Reimbursement Funds in the Amount of $60,000; Ratify the Signature of the County Health Officer to Sign the Disbursement Worksheet; Authorize the County Health Office to Submit and Sign Additional Documents to Secure Funding as Necessary; and Authorize the Health Officer to Execute Documents for the Rural CUPA Funding for the Subsequent Four Fiscal Years If Amounts and Conditions Remain Substantially the Same (Subject to Approval as to Legal Form by County Counsel)

CA11. **Health and Human Services Agency**

Approve Second Amendment to an Agreement with NinePatch, Inc. for Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Health and Human Services Agency**

Approve Budget Action Increasing Transfers out of the Health and Human Services Agency (HHSA) Realignment Funds 3393-402, 3394-506 and 3435-402 With Associated Transfers in to Operating Budgets 1001-402 and 1001-501 to Allow for Final FY 24-25 Transfers. ($250,000) (4/5ths Vote Required)

CA13. **Planning**

Approve the Submission of the AmeriCorps National Civilian Community Corps (NCCC) Application; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Documents that May Be Necessary to Complete the Project, If Selected (Subject to Approval as to Legal Form by County Counsel)

CA14. **Public Works**

Authorize the Public Works Director to Issue a Temporary Closure of Through Traffic to a Portion of 10th Street, Pursuant to Streets & Highway Code 942.5, Due to Ongoing Public Safety Concerns

CA15. **Treasurer/Tax Collector/County Clerk**

Approve Budget Action for Special Election Revenue, Increasing Revenue and Appropriations in the Tax Collector Budget ($75,000)

E. Items removed from Consent Agenda

CA8. **Clerk of the Board**

Receive the Fiscal Year (FY) 25-26 Annual Report from the Yosemite/Mariposa County Tourism Bureau (YMCTB)

RESULT: WITHDRAWN

F. Departmental Presentation

Steve Engfer/Planning Director, noted they are still working on the development code. He noted the Planning Commission would be meeting on the upcoming Friday to discuss.

Kari Kislea/Chamber of Commerce gave an update on upcoming events. She noted the parade would fall on December 13th. She noted this year's theme is a Cowboys Christmas. She noted the parade application is available at the visitors center, or you could email her. She noted there is a new train ride on the Sugar Mountain Railroad. She noted it's a holiday magic train. She noted Chuckchansi is also doing ice skating. She further noted that they are doing a Shop Small event. She hoped they would get many entries. She also gave a happy 85th birthday to the Lions Club,

Jeremy Briese/Sheriff let the Board know that their office received an award from the Office of Defense to Officer Garcia, recognizing their supportive employer status for National Guard members. He then showed the award to the Board. He noted he felt it was a positive thing to let the Board and public know.

G. Public Comment on Non-Agenda Items

No public comment was received.

H. Board Recognitions

1. **Planning**

Proclaim November 19, 2025, as Geographic Information Systems (GIS) Day

Steve Engfer gave the staff report. He introduced Ben Ogren/Senior GIS Specialist and Ethan Smith/GIS Specialist II, who both discussed why this proclamation is important to them.

Public Comment was received by Sarah Hughes/Mapper Assessor, who noted she was happy to see them be recognized as it was well deserved. She noted that she hopes it raises public awareness of the tools available.

Joe Lynch/County Administrative Officer, recognized them, noting how instrumental they are during disasters, events, or PSPS. He noted that the first thing they do is go to GIS. He noted they map evacuation routes, previous burn scars, and other day-to-day information. He ended by telling them they are awesome.

Danielle Bondshu/Clerk of the Board expressed her appreciation for them and the program.

Monica Neilsen/Ag Commissioner thanked them for all the work they've done with the Livestock Pass and Noxious Weed program. She noted the accuracy of their work.

Sheriff Briese thanked them on behalf of his office. He noted they do great work and that their teamwork with the Sheriff's Office saves lives. He noted that their digital footprint for live-time evacuations is quicker and more efficient. He noted hats off to them.

Steve Engfer noted that the GIS will be doing a presentation on GIS.

Supervisor Poe noted he remembered the 1st time he met Ben and Ethan. He noted he was shocked at the information they could kick out. He noted the maps that can be accessed through the main website. He recognized them for everything they do.

Supervisor Toso noted she has learned so much in GIS and noted she has only scratched the surface. She noted their Ag Appraisal business uses GIS. She ended by noting how big a deal they are.

Chair Smallcombe noted that Ben and Ethan are among the best public employees and are very interested in getting as much information as possible out to the public. She noted the information about the historical sites mentioned. She noted that information on the road system, physical features, boundaries, roads, topography, etc., is all available in GIS. She talked about the first GIS specialist Mariposa had, noting it's an art form.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

9:36 AM Chair Smallcombe returned to the dais after presenting the proclamation to GIS staff.

Recess Board of Supervisors

9:36 AM Chair Smallcombe recessed the Board meeting, and the Clerk of the Board read the gov code announcement.

Announcement Pursuant to Government Code 54952.3

I. LOCAL TRANSPORTATION COMMISSION

9:37 AM Chair Toso called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Approve an Agreement with Caltrans that Will Allow for up to $25,000 in Reimbursements for Planning, Programming, and Monitoring (PPM) Program Activities for Fiscal Year (FY) 25-26: and Authorize the Local Transportation (LTC) Executive Director to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

Jeannie Morvay-Clayton/Transportation Planner, gave the staff report. No public comment was received.

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

2. **Public Works**

Receive a Presentation on and Adopt the Vehicle Miles Traveled (VMT) Policy

Jeannie Morvay-Clayton introduced Sonia Anthoine and Jonathan Murillo from Fehr and Peers who gave a PowerPoint presentation. No public comment was received. Board discussion ensued.

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

3. **Public Works**

Adopt a Resolution Approving the 2026 Regional Transportation Improvement Program (RTIP)

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

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

Adjourn LTC

10:29 AM Chair Toso adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:29 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. **Board of Supervisors**

Rejoin the Yosemite Sequoia Resource Conservation and Development Council (YSRCDC); Appoint Supervisor Kiser as the Representative for Mariposa County; and Authorize the Board Chair to Sign the Rejoining Letter (Supervisor Kiser)

RESULT: WITHDRAWN

2. **Agricultural Commissioner**

Receive a Presentation on the 2024 Mariposa County Agricultural Report in Accordance with California Food and Agricultural Code Section 2272 (Sustainable Agriculture Report) and Section 2279 (Agricultural Crop Report)

Monica Nielsen gave a PowerPoint presentation. No public comment was received. Board discussion ensued.

RESULT: PRESENTATION HELD

3. **Planning**

Receive a Presentation by the GIS (Geographic Information Systems) Unit Staff, Providing an Update on the Public GIS Viewer 2.0

Ben Ogren and Ethan Smith gave a presentation and demonstration of Geographic Information Systems (GIS).

10:58 AM Danielle Bondshu stepped away as clerk, and Malena Palmer/Deputy Clerk stepped in.

Public comment was received by Jeanne-Anne Pine/Resident, who noted she is in the process of finalizing her neighborhood as "Firewise" and had been stuck on the maps portion, and hoped this program could help her. She noted this information should be widely spread so individuals could use this tool.

In response to Ms. Pine, Chair Smallcombe encouraged her to talk to Mr. Ogren and Smith as she has worked with them on several communities.

Collen Rhodes/Resident noted she has listened to several of their presentations. She noted how informative and professional they are, was impressed by how far ahead they are, and didn't expect that for this County. She noted this shows tax dollars are being spent well.

Kudos, appreciation, and thanks were given by all Supervisors.

RESULT: PRESENTATION HELD

4. **Administration**

Receive a Presentation on the Health and Human Services Behavioral Health Bridge Housing Program; Adopt a Resolution of Intention to Purchase Real Property at 5130 Bullion Street, Assessors Parcel Number 013-081-012-000 in Mariposa, CA; and Approve Publication of a Notice of Intention to Purchase Stated Real Property

Kristina Keheley/Health and Human Services Agency (HHSA) Director, gave a staff report, and then she turned the floor over to Mandy Brum/Division Director of HHSA, and Amy Woodward/Senior Administrative Analyst, who gave a PowerPoint presentation.

Public comment was received by Jeanne-Anne Pine, who thanked them for the presentation. She then quoted “we bought a hous,e and then it was found uninhabitable”, then said “what the heck” and asked how that could happen.

In response to Ms. Pine, Director Keheley noted she doesn’t have a lot of background as it was purchased under a previous HHSA Director and CAO, and noted they would not allow that to happen again.

Board discussion ensued.

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

11:45 AM Chair Smallcombe recessed the Board for a brief break and reconvened at **11:52 AM**.

5. **Treasurer/Tax Collector/County Clerk**

Receive Information on the Referendum Submitted Against a Portion of Ordinance 1201, Specifically Section 6.08.265, Filed with the County Clerk's Office on October 1, 2025

Courtney Morrow/County Clerk/Tax Collector/Treasurer, gave the staff report.

Public comment was received by Colleen Rhodes, who noted she was the proponent of the referendum. She noted they were down to eight days and managed to get more than one hundred signatures per day. She noted the 40 individuals circulating the petition did a great job looking out for the community. She noted they are challenging an Ordinance the Board had approved. She noted that the law respects the people's right to a referendum. She noted it's almost like an inalienable right given by God. She noted that exercising one's rights is a wonderful experience. She noted that the elections code requires a lot of specificity, and the petitions must include the full extent of the Ordinance. She noted that the language specified that only the multiple pet permit was being challenged. She noted the areas that drew people's attention were C1 and D1. She noted that C1 talks about searches, and that people would be giving up their 4th amendment rights to unreasonable searches and seizures. She noted she felt it was inadvertent, but it was still there. She noted nobody was questioning Sheriff Briese. She noted we were challenging the 4th amendment violation, not the Sheriff or his intent. She noted that some individuals without legal backgrounds aren't on top of these concepts.

Mike Ahmadi/Resident noted he didn't own any dogs. He noted that the issue here is the need for balance and to protect people from nuisance dogs. He noted he agreed with Colleen that this was overreach. He noted that many people move here because they want to escape government overreach.

Board discussion ensued.

Further public comment was received by Tina Swartzel/Two Stable Lights Animal Sanctuary, noting she assisted in collecting signatures. She noted that there were major violations of constitutional rights. She noted that Supervisor Kiser brought back a rewrite, which was denied, although it would have been more accepted by the people. She noted she was hoping for a reply.

RESULT: INFORMATION RECEIVED

6. **Clerk of the Board**

Discussion and Direction on the Portion of Ordinance 1201, Specifically 6.08.265, Titled "Multiple Pet Permit," which was successfully petitioned by a Citizens' Initiative

Danielle Bondshu/Clerk of the Board, gave the staff report.

Public comment was received by Brenda Ostrom/Resident who expressed that Mariposa County was not taking dangerous dogs seriously. She explained that many constituents have dealt with and continue to deal with preventable harm due to the lack of laws. She said that it was unfortunate that the first thing the County tried to do failed, and that she didn't want to take advice from others to shoot the dogs because that is unacceptable. She said 10 dogs would be much more lenient than other counties and that this Ordinance wasn't effective for strong and reliable legislation. She summarized that people and animals deserve a system where law enforcement is allowed to respond, and she encouraged more public input for a rewrite.

Nori Anne Miller/Groomingdales Owner explained that the protesters were only against the searches. She mentioned other counties use a 3 strikes policy, where if their dog bites someone, it would have to have been their third strike to be euthanized, or pay for a huge fine and training. She summarized that in this community, neighbors need to try to solve problems together, and she mentioned that she would be interested in contributing to a rewrite.

Michael Matheson/Resident explained that he collected signatures and that the protesters were concerned about 4th Amendment violations, but that most would appreciate a rewrite going into effect. He urged the Board to write a good policy that the public would approve of. He summarized the three options the Board had and that he believed the $75,000 cost to hold a special election, could be better spent elsewhere. He mentioned that if the Board voted to repeal now, they could start the rewrite now, which would allow for code to be in place much earlier than June of 2026. He ended by reporting that the referendum, which was successful in only 8 days, was led by a prosecutor of 15 years, which says a lot about the professionalism of this Ordinance.

Jeanne Anne Pine/Resident mentioned she collected some signatures as well. She said that the Sheriff's intent was to do something good, but there was an illegal component. She inquired if the Ordinance was reviewed by County Counsel. She explained it would make most sense to do what the people want and repeal the Ordinance, and that she didn't understand why the Board hadn't approved Supervisor Kiser's rewrite. She said that instead of waiting longer or incurring high costs for the County, they should repeal and workshop it so that vicious dogs can be held accountable.

In response to Ms. Pine, Chair Smallcombe confirmed that multiple County Counsel's and Attorneys had reviewed the Ordinance. Kevin Briggs/Assistant County Counsel confirmed that portions of the Ordinance came from other counties' codes that are currently in place.

Warren Gray/Resident mentioned that everyone had spoken eloquently. He suggested forming a committee like the County did with the County Code Compliance Committee (CCAC) so that the public could work with Animal Control and the County.

Colleen Rhodes/Resident agreed that a citizen's group would work well because, like with the subset of the CCAC, the ad hoc committee had worked brilliantly. She thanked Joe Lynch, the County Administrative Officer (CAO), for his leadership on the ad hoc committee, as well as Steve Engfer, the Planning Director. She explained that she was certain a citizen's group would be more effective than bringing the Ordinance to the ballot. She mentioned that the GIS team and Health and Human Services Agency gave her hope that great work was being done at the County, but that the Ordinance did not give her confidence. She stated that even with the removal of the multiple pet permit, the Ordinance would still make a great difference to individuals in Brenda Ostrom's situation. She acknowledged that the Ordinance still had conflicting language, which would make it difficult for the District Attorney. She expressed that she has the utmost respect for the Sheriff and his Animal Control Officers, and for all the extremely difficult and distressing work they have to do. She said these enforcers probably do need additional tools, but that this Ordinance wouldn't work because it had some violations. She referenced a recent case where the Court ruled that the Fish and Wildlife Department could not coerce a falcon owner into signing away their Fourth Amendment rights.

Jeremy Briese/Sheriff expressed his appreciation for Ms. Rhodes because she was a voice for some residents who felt attacked by the Ordinance. He summarized that he is not in a position to make law, but that he does have to enforce it. He acknowledged that many residents were unhappy, but that some of the social media posts were taking away from the goal of the Ordinance, which was animal safety. He explained he is not against doing something right and that he sat in on the rewrite. He stated he just wanted to place boundaries

on people who specifically want to have more than ten dogs and said that some of this Ordinance had been taken out of context. He mentioned that the goal was to ensure there is proper shelter and resources, not for the Sheriff's Office to be able to search people's homes for no reason. He said his office personally took a hit for this Ordinance, but that they were continuing to try their best and keep prioritizing public safety. He ended with the importance of the community staying together and working on their goals.

Jacob Hawley/Resident acknowledged that this was a big topic and that the Supervisors were trying to do right by their constituents. He said, though, that the people did not agree with the Ordinance, evidenced by the referendum. He suggested that the Supervisors send the Ordinance to the June ballot to see what the people really think, because the government didn't need to decide for the people.

Tina Swartzel/Resident explained that, given the number of votes on the petition in only eight days, the Board should repeal the original section and consider Supervisor Kiser's rewrite. She emphasized that the people only had a problem with the 6.068.265 portion of the Ordinance.

Kevin Briggs/Acting County Counsel explained that California law gives broad municipal authority to enact under the police power, Article 11, section 7, and there seems to be a point of contention here regarding the consensual inspection or how the Sheriff would inspect. He said the Ordinance does say 'shall inspect' and that he didn't want to say the Sheriff would do that without consent. He recommended that the Board repeal and revisit the Ordinance or place it before the voters.

Supervisor Menetrey stated he is for repealing it, and that he appreciated what had been said, but he felt that the referendum was driven by fear and exaggerated rhetoric. He gave the example that when applying for a building permit, the County would come to do an inspection, and that daycares have to be inspected in order to operate as well. He stated he was confused about where the potential for 4th Amendment rights was. He mentioned that he and former Supervisor Wayne Forsythe were the ones who started this Ordinance, and that the first two times it came to the Board, the feral cat sections and permits were not included, but the Board directed staff to remove the feral cat portion and add a permit. He agreed that a committee would be great if that was what the community wanted. He ended by assuming that there are not many individuals in the County who have more than 10 dogs, and that if they were good dog owners, why would they care about a welfare check?

Chair Smallcombe added that a major goal of the Ordinance was education. She said she loves all animals but understands how easy it is to get in over your head, since they are such a huge responsibility.

Supervisor Toso explained that her goal is the health and welfare of these animals, as evidenced by her rescuing them for years. She added that dog shelters inspect potential foster homes before releasing dogs to them. She agreed with Supervisor Smallcombe that sometimes individuals get in over their heads when they take in animals that they can't afford to spay and neuter. She mentioned that Mariposa County is known for not having limits, which is why the County has a serious dumping problem. She concluded that the County needs to have a strong starting place, but that she did not want to cost the taxpayers any more money. She noted several exemptions and that she also noticed the fear-mongering on social media.

Supervisor Poe acknowledged that 49 of his constituents reached out to tell him that they disagreed with this Ordinance. He said he made a promise to his people that he would do what they wanted him to do. He inquired if there was a current State law that addressed the dangerous animal concerns of Ms. Ostrom and others, and if there was, if it authorized the County to enter the property. Acting County Counsel confirmed that there is State law, but that there had to be probable cause of a vicious dog present that poses a health and safety issue to the community, and in that case, there would be a possibility to enter the premises. Supervisor Poe continued that if that was the case, then why hadn't that law been used for Brenda Ostrom

where he believed there was probable cause. He stated that the people have been clear, and that while he agrees some of the social media was harsh, he did not hear the same portrayals verbally from any of the protesters he actually spoke to. In response to a question from Supervisor Poe, Supervisor Toso explained that the inspection would come into play after the permit has been applied for, and it is in order to receive the permit. Supervisor Poe ended by stating the importance of doing a rewrite.

Supervisor Smallcombe noted that the County spoke with Ms. Ostrom at least three times about her situation and former Counsel Wall showed the documentation efforts to address her issues under County Code and State law, but that they did not live up to her expectations. She mentioned that the CAO had provided an estimate of County dollars spent creating this Ordinance, where Staff spend a substantial amount of time, and she herself had seen at least five meetings to discuss this item. She acknowledged that this Ordinance created division in the community because she had people approach her and tell her she had been lied to. She said she did not think it would be right to spend $75,000 or put the burden on staff to run a special election, but that staff should look into workshops or town halls to present the information to the community.

Supervisor Toso expressed that she did not have one constituent complain about this Ordinance from District 3, or have anyone ask her about this, out of her 3,356-person district.

Supervisor Kiser thanked the public and stated she believed they were well within their rights to provide this public input. She said she did think there was a difference in legal opinion because three internal and three external law persons had reviewed the Ordinance. She emphasized the importance of bringing back a policy that aligns with the constitution and wouldn't upset constituents or cause blowback within County departments. She mentioned that this requires a property search and that they had been lenient, increasing the allowed number of dogs from four to six, then to ten. She summarized that very few people didn't want a pet permit, but stated that there are certain requirements to meet that trigger a search. She explained that she wasn't sure whether pet ownership was considered a highly regulated industry, which is why certain safety inspections are required for things like firearms and liquor sales. She agreed that a rewrite would be important and mentioned that she had tried before, but it was unsuccessful. She highlighted two issues: requiring a search is not voluntary consent, and the Ordinance has no clear standard for which dogs would be impounded. She said this was not the fault of the Sheriff or Animal Control, because the administration department and the Board wrote the Ordinance, but the Sheriff and Animal Control were placed under the line of fire. She summarized some goals, including acknowledging the arbitrary 10-degree threshold, addressing safety without violating rights, and providing an educational tool. She acknowledged that this might apply only to a few people in the County, but explained that the policy should be written to identify not just a few behaviors but a broad range. She agreed with the other Supervisors that they should do what the people want and rescind the Ordinance, but bring back another item. She said her constituents were not against an Ordinance in totality, but that many did provide feedback. She ended by thanking the Sheriff for his time and apologizing that his staff had taken the brunt of the social media burn.

DIRECTION: The Board directed staff to bring back an item to rescind the portion 6.08.265 of the "Multiple Pet Permit" Ordinance.

RESULT: DIRECTION GIVEN

7. **Clerk of the Board**

Adopt a Resolution Approving the Records Retention Schedules and Historical Records Policy for Mariposa County Departments

Danielle Bondshu gave the staff report. No public comment was received.

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

Chair Smallcombe moved the Board information to after the 2 PM Session.

1:20 PM Chair Smallcombe recessed the Board.

L. 2:00 PM Reconvene

2:02 PM Chair Smallcombe reconvened the meeting with Danielle Bondshu as the Clerk and Supervisor Menetrey excused.

1. **Planning**

PUBLIC HEARING: Adopt a Resolution from the Board of Supervisors to Accept the 2024 General Plan Annual Report and Direct Staff to Forward the Final Resolution for the 2024 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Land Use and Climate Innovation, County Project No. PLAN-INTER-2025-00028

Steve Engfer gave a brief staff report and introduced Ben Goger/Senior Planner, and Polina Pivak/Planner, who gave a PowerPoint presentation. No public comment was received. Board discussion ensued.

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 Menetrey

2. **Planning**

PUBLIC HEARING: Waive the Second Reading and Adopt an Ordinance Titled Amending the Mariposa County Zoning Map to Rezone Approximately 225.46 Acres of Land Located at 6800 Jerseydale Road in Mariposa, CA (APN 009-190-011, APN 009-190-012 and APN 009-190-013) from the Agricultural Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ), Susan J. Lewis, Karen L. Simmons, Julie A. Fouch, and Mark D. Scott, Successor Co-Trustees of The Walter Scott Family Trust Dated May 15, 1975, Applicants

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

RESULT:	**Adopted (UNANIMOUS)**

MOVER:	District III Supervisor Danette Toso
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

K. Board Information

Information received.

M. Adjournment

2:41 PM Chair Smallcombe adjourned in memory of Phyllis Reece, Gilbert Negrette, and Margaret Landice.

Respectfully submitted,

Malena Palmer
Deputy Clerk of the Board

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-453

MEETING: November 18, 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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-454

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Ratify a Letter of Support for the Inclusion of Fiscal Year (FY) 25-26 Community Project Funding and Congressionally Directed Spending Requests in Any Funding Deal

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RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for the Inclusion of Fiscal Year (FY) 25-26 Community Project Funding and Congressionally Directed Spending Requests in Any Funding Deal.

On behalf of the undersigned California public agencies, the Board of Supervisors wrote to urge that FY 25-26 Community Project Funding (CPF) and Congressionally Directed Spending (CDS) requests be protected and included in any funding resolution being considered this Congress.

As of the ratification of the letter, the Federal Government has reopened, and a portion of the funding bill includes the 6th Street Pedestrian Bridge funding earmarked for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board regularly approves letters of support within the current Legislative Platform.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

None

ATTACHMENTS

1. Letter of Support - FY26 Community Project Funding - for 111825 Board Meeting - Signed

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

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Mariposa County Board of Supervisors

District 1 ...ROSEMARIE SMALLCOMBE
District 2 ……..SHANNON POE
District 3 ……..DANETTE TOSO
District 4…… … …. …. JENNI KISER
District 5 ……..MILES MENETREY

Joe Lynch
County Administrative Officer

Danielle Bondshu
Clerk of the Board

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October 30th, 2025

The Honorable Mike Johnson Speaker of the House
US House of Representatives H-232, The Capitol
Washington, DC 20515

The Honorable John Thune Majority Leader
US Senate 511 Dirkson Senate Office Building
Washington, DC 20510

The Honorable Hakeem Jeffries Minority Leader
US House of Representatives 2267 Rayburn House Office Building
Washington, DC 20515

The Honorable Charles Schumer Minority Leader
US Senate ,322 Hart Senate Office Building
Washington, DC 20510

RE: The Inclusion of FY26 Community Project Funding / Congressionally Directed Spending Requests in Any Funding Deal

Dear Speaker Johnson, Leader Thune, Leader Jeffries, and Leader Schumer:

On behalf of the undersigned California public agencies, we write to urge that FY26 Community Project Funding (CPF) and Congressionally Directed Spending (CDS) requests be protected and included in any funding resolution being considered this Congress.

Local governments, community-based organizations, and regional partners across the nation rely on these congressionally directed investments to advance critical infrastructure, public safety, housing, and economic development projects. These locally driven projects represent some of the most accountable and transparent investments in the federal budget.

CPF and CDS requests undergo public disclosure, member certification, and rigorous vetting to ensure that taxpayer dollars are directed to projects with broad community support, measurable outcomes, and strong local cost-sharing. In many cases, these initiatives leverage state, local, and private funding, stretching each federal dollar further and promoting responsible stewardship of limited resources.

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Without explicit inclusion of CPF and CDS in a long-term funding deal, projects included in current draft bills will face delays in contracting, permitting, and delivery, undermining years of local planning and preventing urgently needed investments from reaching the ground. Ensuring the continuation of CPF and CDS allocations in FY26 would provide stability and predictability at a time when fiscal uncertainty is already constraining public investment.

Therefore, we respectfully request that any forthcoming agreement on government funding, including a potential full-year continuing resolution, explicitly authorize and preserve previously included FY26 Community Project Funding and Congressionally Directed Spending projects for obligation and expenditure.

We thank you for your continued commitment to ensuring that federal appropriations directly support communities both in California and across the Country.

Sincerely,

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B55214DC...

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-455

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Creation of the Health Record Technician, Senior Health Record Technician, and Health Record Technician Supervisor; Set the Annual Salary to ($39,474.09 to $47,978.01), ($46,826.06 to $56,913.64), and ($60,418.65 to $73,455.57) Respectively; Approve the Side Letter between Mariposa County and Service Employees International Union (SEIU) Local 521, Effective November 1, 2025; and Authorize the Board of Supervisors Chair to Sign the Side Letter

---

RECOMMENDATION AND JUSTIFICATION

Approve the Creation of the Health Record Technician, Senior Health Record Technician, and Health Record Technician Supervisor; Set the Annual Salary to ($39,474.09 to $47,978.01), ($46,826.06 to $56,913.64), and ($60,418.65 to $73,455.57) Respectively; Approve the Side Letter between Mariposa County and Service Employees International Union (SEIU) Local 521, Effective November 1, 2025; and Authorize the Board of Supervisors Chair to Sign the Side Letter.

In 2023, California Senate Bill 525 (SB525) implemented a new minimum wage for individuals working in the healthcare setting. The new minimum wage will increase to $25.00 by 2033. Due to Mariposa County's utilization of broad job classifications, it was determined that the Office Assistant II, Senior Office Assistant, and Office Assistant Supervisor classifications, which work at the Community Health Center, i.e. deemed “covered health care workers” per the law (SB525). These "covered health care workers" will be placed in separate classifications collectively called Health Record Technicians to account for mandated minimum wage changes apart from the California minimum wage. The entry-level classification is the Health Record Technician; the experienced level is Senior Health Record Technician—all of which are supervised by the Health Record Technician Supervisor. Incumbents will be transitioned to the new classification at the same wage they would receive as of November 1, 2025, including the 2.75% cost-of-living adjustment.(See Below)

Classification	Step	Hourly Rate	New Classification	New Step	Hourly Rate
Office Assistant II (two allocations)	Step 4	$21.97	Health Record Technician	Step 3	$21.97
Senior Office Assistant	Step 1	$22.52	Sr Health Record Technician	Step 1	$22.52
Senior Office Assistant (two allocations)	Step 2	$23.65	Sr Health Record Technician	Step 2	$23.65

Office Technician Supervisor	Step 4	$33.64	Health Record Technician Supervisor	Step 4	$33.64

Below are the new classifications and salaries.

Classification	Step	Hourly	Annual
Health Record Technician	Step-1	$ 18.98	$ 39,474.09
Health Record Technician	Step-2	$ 19.94	$ 41,461.68
Health Record Technician	Step-3	$ 20.94	$ 43,534.77
Health Record Technician	Step-4	$ 21.97	$ 45,693.34
Health Record Technician	Step-5	$ 23.07	$ 47,978.01
Senior Health Record Technician	Step-1	$ 22.52	$ 46,826.06
Senior Health Record Technician	Step-2	$ 23.65	$ 49,176.98
Senior Health Record Technician	Step-3	$ 24.83	$ 51,634.76
Senior Health Record Technician	Step-4	$ 26.06	$ 54,199.40
Senior Health Record Technician	Step-5	$ 27.37	$ 56,913.64
Health Record Technician Supervisor	Step-1	$ 29.05	$ 60,418.65
Health Record Technician Supervisor	Step-2	$ 30.51	$ 63,453.47
Health Record Technician Supervisor	Step-3	$ 32.03	$ 66,616.53
Health Record Technician Supervisor	Step-4	$ 33.64	$ 69,950.56
Health Record Technician Supervisor	Step-5	$ 35.32	$ 73,455.57

All wages above include the November 1, 2025, 2.75% cost-of-living adjustment.

The changes outlined above are necessary due to the effects of SB525's minimum wage increases, which will affect some but not all incumbents in the Office Assistant II, Senior Office Assistant, and Office Assistant Supervisor classifications. Presently, to remain compliant, individuals hired to perform duties considered "covered health care workers" must start midway on the Office Assistant II salary scale. The proposed proposal helps resolve this issue by assuring incumbents are paid the same wage while moving the scale back by the equivalent of one step (5%). This change allows an employee to be hired at Office Assistant II Step-1 and be afforded the opportunity to move up to Step-5 over time.

Attached to this agenda item are the three (3) new classifications and the full side letter explaining the transition plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

None related to SB525.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

By creating a transition plan, the transition is handled in an orderly process, which avoids having to hire "covered workers" and elevated wage steps to remain compliant with the new minimum wage. Not adopting these changes requires gradually hiring employees at increasingly higher steps on the Office Assistant II salary scale to remain compliant with the SB525 mandated minimum wage.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

1. **Senior Health Record Technician_07152025**
2. **Health Record Technician_07152025**
3. **Health Record Technician Supervisor_07152025**
4. **HealthRecordsTechnicians_SideLetter_10222025**

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

Senior Health Record Technician

DEFINITION

Under general supervision, the Senior Health Record Technician performs moderately complex clerical, administrative, and health record maintenance assignments; provides reception support for medical providers and offices within the Health Services Division; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This position is part of the Health Record Technician series and is assigned to health record maintenance. Incumbents perform more complex clerical office support work; exercise lead responsibilities over lower-level classifications; and provide technical supervision relating to working with medical providers and patient records while learning and explaining the principles of health data processing, including detailed coding and basic abstracting.

SUPERVISION RECEIVED AND EXERCISED

Receives direction and supervision from assigned supervisory/management staff, including the Health Record Technician Supervisor.

Exercises technical lead oversight of lower-level classifications within the Health Record Technician series.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs a variety of routine to moderately complex clerical duties and administrative support to the operations of the assigned offices within Health Services.

Updates and maintains client's medical records and information in the electronic health record.

Reviews, verifies, and updates patient health information for accuracy, completeness, and compliance with regulatory requirements, organizational policies, and accreditation standards.

Schedules, greets, and directs patients to appropriate medical staff and maintains appointment schedules.

Interprets, applies, and ensures compliance with relevant laws, rules, and regulations concerning medical record maintenance are upheld.

Assists in the transfer of protected health information to authorized healthcare providers and stakeholders.

Monitor and assesses provider's schedule to adhere to client's program, medication availability, and personal information.

Performs general administrative, data entry, and clerical tasks as required.

Handles financial transactions and processes payments.

Provides clerical support for committees and department meetings as assigned.

Trains, leads, and may direct the work of lower-level classifications.

May perform any and all functions of a Health Record Technician in the employee's absence or as directed by supervision staff.

Participates in quality assurance (QA) and quality improvement (QI) initiatives, medical record audits, and compliance reviews to identify coding errors.

Collaborates with interdisciplinary teams to implement documentation, corrective actions, and training programs.

Oversees the availability and cleanliness of County vehicles assigned to the department.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

General clerical practices and procedures.

Basic medical terminology.

Pertinent federal, state, and local laws, regulations, and ordinances.

County and department organization, policies, and procedures.

Health information management principles and practices, including electronic health records, confidentiality, privacy, security, and release of information.

Modern office practices and technology used in hospital and/or clinical settings.

Basic business arithmetic.

Telephone techniques.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Public relations techniques.

General task-specific training techniques.

Ability to:
Interpret and apply federal, state, and local regulations and ordinances.

Organize and manage medical records, including filing, indexing, and retrieving documents and digital files to ensure accuracy and completeness.

Interpret and apply the use of medical terminology and data in evaluating, creating and auditing medical records.

Provide direction, training, expertise, and advice to lower-level classifications within the Health Record Technician series.

Understand and follow oral and written instructions.

Perform required mathematical computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Use a computer effectively for communication and records management.

Respond appropriately, effectively, and promptly to the needs of internal and external customers.

Maintain the security and confidentiality of specified records, information and files, including following the rules and regulations relating to the retention and release of medical information to third parties.

Safely operate office equipment.

TYPICAL WORKING CONDITIONS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in an office setting or other healthcare facilities with continuous contact with staff and the public. Possible outside exposure to various environmental conditions. Tasks may involve extended periods at a workstation and traveling to other County offices/locations.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Must be able to move and reposition items up to ten pounds, use tools and controls, and operate office equipment. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing.

MINIMUM QUALIFICATIONS

Experience:

Three (3) years of increasingly responsible clerical, administrative, or medical record maintenance experience including assignments requiring a working proficiency in the use of a computer, using spreadsheet, e-mail, and data-based software, and extensive public contact;

OR

Two (2) years as a Health Record Technician in Mariposa County.

Education:
High school diploma or GED equivalent.

Substitution:
Qualifying experience may be substituted with 30 semester units or 45 quarter units of relevant post-secondary education/college coursework on a year-for-year basis.

Additional Requirements
Possession of a valid California driver's license. Under certain circumstances, Human Resources may accept a valid driver's license from another state if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

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

Creation Date:

Health Record Technician

DEFINITION
Under general supervision, the Health Record Technician performs routine to moderately complex clerical, administrative, and health record maintenance; provides reception support for medical providers and offices within the Health Services Division; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS
This position is part of the Health Record Technician series, and is assigned to health record maintenance. Under general supervision, incumbents provide clerical office support and perform health records maintenance assignments; working with medical providers and patient records while learning the principles of health data processing, including basic abstracting.

SUPERVISION RECEIVED AND EXERCISED
Receives direction and supervision from the Health Records Technician Supervisor. May receive lead direction/oversight from a Senior Health Record Technician.

This position does not exercise lead or supervisory responsibility.

EXAMPLES OF ESSENTIAL FUNCTIONS
Performs a variety of routine to moderately complex clerical duties and administrative support to the operations of the assigned offices within Health Services.

Updates and maintains client's medical records and information in the electronic health record.

Schedules, greets, and directs patients to appropriate medical staff and maintains appointment schedules.

Interprets, applies and ensures that the laws, rules, and regulations concerning medical record maintenance are upheld.

Assists in the transfer of protected health information to authorized healthcare providers and stakeholders.

Monitor and assesses provider's schedule to adhere to client's program, medication availability, and personal information.

Performs general administrative, data entry, and clerical tasks as required.

Handles financial transactions and processes payments.

May provide clerical support for committees and department meetings as assigned.

Monitors stock and replenish office supplies.

Oversees the availability and cleanliness of County vehicles assigned to the department.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

General clerical practices and procedures.

Basic medical terminology.

Pertinent federal, state, and local laws, regulations, and ordinances.

County and department organization, policies, and procedures.

Health information management systems, principles, and practices; including electronic health records, confidentiality, privacy, security, and release of information.

Modern office practices and technology used in hospital and/or clinical settings.

Basic business arithmetic.

Telephone techniques.

English usage, spelling, grammar and punctuation.

Safe work practices.

Public relations techniques.

Ability to:

Interpret and apply federal, state, and local laws, regulations and ordinances.

Organize and manage medical records, including filing, indexing, retrieving documents and digital files to ensure accuracy and completeness.

Interpret and apply the use of medical terminology and data in evaluating, creating and auditing medical records.

Understand and follow verbal and written instructions.

Perform required mathematical computations with accuracy.

Communicate clearly and concisely, both verbally and in writing.

Use a computer effectively for communication and records management.

Respond appropriately, effectively, and promptly to the needs of internal and external customers.

Maintain the security and confidentiality of specified records, information and files, including following the rules and regulations relating to the retention and release of medical information to third parties.

Safely operate office equipment.

TYPICAL WORKING CONDITIONS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in an office setting or other healthcare facilities with continuous contact with staff and the public. Possible outside exposure to various environmental conditions. Tasks may involve extended periods at a workstation and traveling to other County offices/locations.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Must be able to move and reposition items up to ten pounds, use tools and controls, and operate office equipment. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing.

MINIMUM QUALIFICATIONS

Experience:

Two (2) years of increasingly responsible clerical, administrative, or medical record maintenance experience including assignments requiring a working proficiency in the use of a computer, using spreadsheet, e-mail, and data-based software, and extensive public contact.

Education:

High school diploma or GED equivalent.

Substitution:

Qualifying experience may be substituted with 30 semester units or 45 quarter units of relevant post-secondary education/college coursework on a year-for-year basis.

Additional Requirements

Possession of a valid California driver's license. Under certain circumstances, Human Resources may accept a valid driver's license from another state if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

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

Health Record Technician Supervisor

DEFINITION

The Health Record Technician Supervisor performs a variety of highly responsible clerical and administrative tasks; provides directions and supervision of health record maintenance staff supporting medical providers and offices within the Health Services Division; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This position is part of the Health Record Technician series and is assigned to oversee health record maintenance. Incumbents perform a variety of clerical, administrative, and program specific tasks with minimum supervision. The duties of the Health Record Technician Supervisor primarily focus on the full-time supervision of staff supporting medical providers and offices within the Health Services Division.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory/management staff.

Exercises supervision over lower-level classifications within the Health Record Technician series.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs a variety of specialized and complex responsible administrative, clerical and/or clerical accounting work to support the operations of the assigned offices within Health Services.

Updates, maintains, and audits client's medical records and information in the electronic health record.

Reviews, verifies, and updates patient health information for accuracy, completeness, and compliance with regulatory requirements, organizational policies, and accreditation standards.

Interprets, applies and ensures compliance with relevant laws, rules, and regulations concerning medical record maintenance are upheld.

Oversees and facilities the transfer of protected health information to authorized healthcare providers and stakeholders.

Supports and participates in quality assurance (QA) and quality improvement (QI) initiatives, medical record audits, and compliance reviews to identify coding errors.

Monitors and assesses provider's schedule to adhere to client's program, medication availability, and personal information.

Performs general administrative, data entry, and clerical tasks as required.

Oversees and handles financial transactions and processes payments.

Assists supervisor with the planning, implementation and administration of department budget, programs and projects as assigned.

Evaluates office and inter-departmental procedures and makes recommendations for modifications as necessary to maintain efficient and effective office operations.

Trains, schedules, supervises/directs and evaluates the work of assigned clerical personnel; offers advice and assistance as needed; recommends and implements disciplinary action as appropriate.

May perform any and all functions of a lower-level classification within the Health Record Technician series in an employee's absence or as directed by supervision staff.

Provides assistance with fiscal operations of the department.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

General clerical practices and procedures.

Basic medical terminology.

Pertinent federal, state and local laws, regulations and ordinances.

County and department organization, policies and procedures.

Health information management principles and practices, including electronic health records, confidentiality, privacy, security, and release of information.

Basic principles and methods of administration, personnel, staff development, fiscal and data processing management.

Modern office practices and technology used in hospital and/or clinical settings.

Principles of training, supervision and work coordination.

Basic business arithmetic.

Telephone techniques.

English usage, spelling, grammar and punctuation.

Safe work practices.

Public relation techniques.

Ability to:
Interpret, analyze, and apply federal, state and local regulations and ordinances.

Organize, manage, and audit medical records, including filing, indexing, and retrieving documents and digital files, to ensure accuracy, completeness, and accessibility of patient health information.

Interpret and apply the use of medical terminology and data in evaluating, creating and auditing medical records.

Analyze clerical and administrative problems, evaluate alternatives and make sound recommendations.

Provide effective supervision and training, and evaluate the work of lower-level classifications.

Understand and follow verbal and written instructions.

Perform required mathematical computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Use a computer effectively for communication and records management.

Respond appropriately, effectively and promptly to the needs of internal and external customers.

Maintain the security and confidentiality of specified records, information and files, including following the rules and regulations relating to the retention and release of medical information to third parties.

Safely operate office equipment.

TYPICAL WORKING CONDITIONS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in an office setting or other

healthcare facilities with continuous contact with staff and the public. Possible outside exposure to various environmental conditions. Tasks may involve extended periods at a workstation and traveling to other County offices/locations.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Must be able to move and reposition items up to ten pounds, use tools and controls, and operate office equipment. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing.

MINIMUM QUALIFICATIONS

Experience:

Five years of increasingly responsible clerical, administrative, or medical record maintenance experience including assignments requiring a working proficiency in the use of a computer, using spreadsheet, e-mail, and data-based software, and extensive public contact;

OR

One (1) year of experience as an Office Technician in Mariposa County;

OR

Three (3) years of experience as a Senior Health Record Technician in Mariposa County.

Education:

High school diploma or GED equivalent. Completion of at least 30 semester units of college level course work or 45 quarter units in public or business administration, computer science or closely related field.

Substitution:

An additional year of qualifying experience may be substituted for the 30 semester units (or 45 quarter units) of college level course work.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

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

Creation Date:

SIDE LETTER AGREEMENT
BETWEEN MARIPOSA COUNTY AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521

This Side Letter Agreement is made a part of and incorporated into the Memorandum of Understanding dated November 1, 2025, through December 31, 2028, by and between the County of Mariposa ("County") and the Service Employees International Union Local 521 ("SEIU"). The County and SEIU have met and conferred in good faith regarding the terms and conditions of this Side Letter Agreement and its implementation.

WHEREAS, the County and SEIU agree the provisions of this Side Letter Agreement only apply to those employees employed in Mariposa County's Health and Human Services Agency ("HHSA") who meet the definition of "covered health care employees" as set forth in Senate Bill 525 ("SB525"), codified in California Labor Code sections 1182.14 and 1182.15.

WHEREAS, it is agreed that County employees employed elsewhere, and not in HHSA, in the classifications of Office Assistant II, Senior Office Technician, or Office Technician Supervisor, who do not meet the definition of "covered health care employees" according to SB525, will not be subject to the provisions of this Side Letter Agreement.

WHEREAS, it has been agreed that the allocations listed below in clause #5 of this Side Letter Agreement meet the definition of "covered health care employees" according to SB525 and, as a result, will have their respective classifications changed and compensated at an hourly rate listed as of November 1, 2025.

NOW, THEREFORE, effective immediately, the parties agree to add the following provisions to the Memorandum of Understanding between the County and SEIU dated 11/1/2025, through 12/31/2028:

1. On November 1, 2025, covered Office Assistant II allocations will become Health Record Technicians, Senior Office Assistant allocations will become Senior Health Record Technicians, and the Office Technician Supervisor allocation will become a Health Record Technician Supervisor.

2. The following filled allocations are identified as meeting the definition of "covered health care employees" per SB525 and, as a result, will have their respective classifications and hourly rate changed on November 1, 2025, to that which is listed below.

Classification	Step	Hourly Rate	New Classification	New Step	Hourly Rate
Office Assistant II (two allocations)	Step 4	$21.97	Health Record Technician	Step 3	$21.97
Senior Office Assistant	Step 1	$22.52	Sr Health Record Technician	Step 1	$22.52
Senior Office Assistant (two allocations)	Step 2	$23.65	Sr Health Record Technician	Step 2	$23.65
Office Technician Supervisor	Step 4	$33.64	Health Record Technician Supervisor	Step 4	$33.64

Wages in this table include the 2.75% cost-of-living adjustment of November 1, 2025.

3. The following table shows the hourly and annual rate for the aforementioned classifications as of November 1, 2025.

Classification	Step	Hourly	Annual
Health Record Technician	Step-1	$ 18.98	$ 39,474.09
Health Record Technician	Step-2	$ 19.94	$ 41,461.68
Health Record Technician	Step-3	$ 20.94	$ 43,534.77
Health Record Technician	Step-4	$ 21.97	$ 45,693.34
Health Record Technician	Step-5	$ 23.07	$ 47,978.01
Senior Health Record Technician	Step-1	$ 22.52	$ 46,826.06
Senior Health Record Technician	Step-2	$ 23.65	$ 49,176.98
Senior Health Record Technician	Step-3	$ 24.83	$ 51,634.76
Senior Health Record Technician	Step-4	$ 26.06	$ 54,199.40
Senior Health Record Technician	Step-5	$ 27.37	$ 56,913.64
Health Record Technician Supervisor	Step-1	$ 29.05	$ 60,418.65
Health Record Technician Supervisor	Step-2	$ 30.51	$ 63,453.47
Health Record Technician Supervisor	Step-3	$ 32.03	$ 66,616.53
Health Record Technician Supervisor	Step-4	$ 33.64	$ 69,950.56
Health Record Technician Supervisor	Step-5	$ 35.32	$ 73,455.57

Wages in this table include the 2.75% cost-of-living adjustment of November 1, 2025.

4. SEIU will be notified at least 30 days prior to any non-negotiated salary increases resulting from the County's obligation to maintain the minimum wage required by SB525. In the event SEIU desires to meet and discuss the mandatory increase with County representatives, SEIU must notify and meet with the County no later than 14 calendar days after the initial notification.

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Date: _____

_____
Susan Seed, President
Mariposa Service Employees International Union (SEIU) Local 521

Date: _____

Approved As To Form:

_____
Kevin Briggs, Acting County Counsel

Date: _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-456

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Reclassification of a Staff Services Analyst I/II Allocation in the Health and Human Services Agency (HHSA) to an Administrative Analyst I/II, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Reclassification of a Staff Services Analyst I/II Allocation in the Health and Human Services Agency (HHSA) to an Administrative Analyst I/II, Effective Immediately.

The reclassification process involves documenting and analyzing the responsibilities, duties, knowledge, skills, and abilities associated with a position to determine if the core functions of the position are suitable for the classification. As a result of considering the information presented in the Position Description Questionnaire and analysis of relevant classifications, it was determined that the current classification is not appropriate for the incumbent's duties and responsibilities (the full analysis is attached to this agenda item). The following is the current position allocation and the allocation after reclassification with salary ranges.

Staff Services Analyst – I/II ($59,328.68 to $79,332.87) to Administrative Analyst - I/II ($69,696.23 to $95,199.44)
(Figures above are estimated, and include the Cost of Living Increase of 11/1/2025, due to the final salary table not being available by the agenda deadline.)

The financial impact of the recommended reclassification for the remainder seven (7) months of this fiscal year (FY 25/26), which includes benefits and payroll taxes, is approximately $5,037. Attached is the redacted position description questionnaire and the recommendation letter showing the analysis of the position's current duties and the determination of the most appropriate classification.

The incumbent is qualified for the reclassification recommendation based on a full analysis of the incumbent's past and current employment history and education.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Position re-classification may occur on an annual cycle, typically before the fiscal year and occasionally as necessary. In addition, recommendations for re-classifications have also occurred as suggested findings from organization or salary surveys.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; modify and/or revise based on the Supervisor's direction.

FINANCIAL IMPACT

No present changes to the general fund. Health and Human Services Agency has sufficient room in the budget to absorb the change until the mid-year revisions.

ATTACHMENTS

1. **Cost**
2. **Administrative Analyst I-II**
3. **Staff Services Analyst I-II-County**
4. **SSA_HHSA PDQ 09-22-2025 - Redacted_Redacted**
5. **Reclass_SSA_HHSA - AA-I_Redacted**

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

	Annual Salary	Months of FY	Total FY Cost (Pre-Payroll taxes and benefits)
Staff Services Analysis II - Step 5	79,322.87	7/12	↓
Administrative Analyst I - Step 5	84,720.75	↓	
Difference	$ 5,397.88	58.33%	$ 3,148.58

→ $ 3,148.58

60% (+) Cost of employer benefits and payroll taxes

Total Difference $ 5,037.73

Grand Total $ 5,037.73

Figures above are estimated with the 11/1/2025 Cost of Living Adjustment due to the final salary schedule not being available by the agenda deadline.

ADMINISTRATIVE ANALYST I/II

DEFINITION

Under general direction, to perform a wide variety of administrative and analytical support duties, generally for a deputy department head or higher; to direct and manage assigned special projects and programs such as the County's economic development/community development function, grant writing and grants and contracts management/administration, financial analysis and budget development, human resources, community engagement, strategic communications and public relations, and/or dealing with housing issues; to coordinate activities and input on assigned projects from County management, staff, the community, and other organizations; to provide professional support in other assignments as needed to meet the mission of the organization; and, may provide direct and/or indirect supervision to lower level personnel. The work mainly involves the gathering and interpretation of data/information, development of options, making recommendations, and reporting data dealing with complex problems, including those programs that deal with financial analysis, budget development and accounting, community/business involvement/outreach, strategic communications and public relations, grants and contracts management/administration, human resources, program management, and surveys/studies.

DISTINGUISHING CHARACTERISTICS

Administrative Analyst I/II is a flexibly-staffed class series. Positions allocated to the I/II levels are normally filled at the I level. Advancement from the I to the II level is at the discretion of the appointing authority, provided that the following criteria are met: (1) the minimum qualifications and time-in-grade requirements, (2) demonstration of the ability to independently perform the full scope of the assigned duties, and (3) assignment and performance of the duties of the advanced journey level as defined in the Distinguishing Characteristics of the Administrative Analyst II below.

Administrative Analyst I is the journey level class and serves as the entry into the series. It provides experienced administrative support at the professional level in one or more support areas that may include general, professional support on projects related to budget, finance, personnel/human resources, contracts and grants, procurement, economic development, public outreach, or other assignments; compiles and analyzes data; participates in design and implementation of systems, procedures and programs.

Administrative Analyst II is the advanced journey level in the series, which is responsible for technical assignments requiring focused experience in one or more specialized subject areas, rather than general municipal administration and analytical support. This level is responsible for performing the full range of specialized and technical duties in such areas as economic development, housing, personnel/human resources management, financial analysis and budget development, contract management/administration, grant writing and management/administration, community engagement, strategic communications and public relations, and other identified technical support activities to the County. Incumbents in these positions are assigned significant responsibilities at the advanced level that require, depending

upon the area assigned, specialized knowledge, skills, experience, and the ability to exercise independent judgment in the performance of their duties.

Administrative Analyst I/II is distinguished from Senior Administrative Analyst by the higher level of complexity and difficulty of the assigned work and/or the number of staff supervised by the Senior level. While Administrative Analyst I/II may supervise and perform complex work, the Senior Administrative Analyst typically provides direct supervision to a larger staff and is assigned significant responsibilities at the expert level that require, depending upon the area assigned, highly specialized knowledge, skills, and/or experience.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from a department head or a higher level professional or management position.

May exercise supervision over assigned staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs a variety of administrative and analytical support functions for upper management or on a County-wide basis, including developing administrative policies and procedures and reviewing legislation at the federal/state/local levels.

Participates on a variety of committees, commissions, and boards; prepares and presents staff reports and other necessary correspondence.

Participates in the implementation and administration of various programs and projects for upper management and may personally handle specialized projects that include economic development support, human resources, financial analysis and budget development, grant writing and grants and contracts management/administration, housing, records management, communications, etc.; provides input and feedback on programs.

Leads, coordinates, and manages civic engagement activities and projects; conducts outreach and develops surveys and/or other methods of getting community and/or business input; summarizes and reports results.

Works with state and federal agencies to obtain project funding or for funding accountability and compliance.

When assigned economic development support responsibilities, works with outside agencies to develop economic goals, objectives, and policies; prepares and maintains demographic, market, and real property databases; conducts market feasibility studies; responds to inquiries concerning industrial and commercial development opportunities; and, assists businesses with site location process.

When assigned to the housing development function, the incumbent will provide assistance in developing strategy that support affordable and fair housing goals.

Prepares applications for financing, tax credits, and grants; administers federal and state grant programs such as CDBG.

Assists in the design and development of the County's or departments marketing and promotional programs.

Researches, compiles, and analyzes information from various sources; prepares reports and recommendations; makes presentations to upper management and the Board of Supervisors.

When assigned the human resources function, performs a wide variety of personnel functions, including the coordination of employee recruitments, establishment and updating of job classifications, facilitation of training programs and opportunities, compensation issues and surveys, etc.

Participates in County-wide labor negotiations, as appropriate.

Directs and/or participates in the department budget process.

Interprets, explains, and sometimes develops County policies and standards for management, members of the public, and the business community; provides information about economic development matters and business advocacy services; may serve as the key contact with business owners, developers, and members of the public regarding specific programs and projects.

When assigned to financial analysis and budget development, the incumbent, under general direction, performs a wide variety of accountable, professional, administrative staff assignments; administers a wide variety of interdepartmental and County-wide financial and accounting projects, processes, and programs including budget implementation, coordination, revision, review, evaluation and monitoring; creates complex financial forecasts and analyses; prepares for and participates in outside audits; monitors and provides enterprise fund analysis and financial forecasts, and organizes and prepares Board reports.

May direct the work activities of assigned staff; prioritizes and coordinates work assignments and reviews work for accuracy.

Conducts training needs assessment at an organizational level to obtain information to determine training programs/subjects needed for all levels of employees; develops and conducts workshops and training sessions on a variety of topics.

When assigned the grant writing and grants and contracts management/administration function, the incumbent will coordinate and oversee the grant application and management process for all Mariposa County grants, including identifying potential new funding sources, writing grants, and

collaborating on grant applications with various County units and community organization for the purpose of securing funding to maintain and enhance services and/or programs.

Coordinates, collaborates, and works closely with upper management on assigned projects; provides input and feedback as appropriate.

Works closely with other County departments, such as the Auditor's Office; collaborates with other agencies on cross-functional projects.

Establishes and maintains positive working relationships with representatives of community organizations, media contacts, state and local agencies and associations, County management, staff, and the general public.

May perform Public Information Officer duties in the Emergency Operations Center during disasters.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

***Note**: The level and scope of the knowledge, skills, and abilities listed in this section are related to the job duties as defined under Distinguishing Characteristics.*

Knowledge of:

Principles and practices of public administration.

Principles and practices of economic development.

Applicable federal, State, local laws, and codes regulating affordable housing development projects.

Principles and practices of local government accounting, municipal budgeting, financial analysis and forecasting.

Methods of research, program analysis, report preparation, and data analysis/statistics.

Strategic communications and public relations techniques.

Social media platforms.

Practices, techniques, and procedures of grant writing and administration.

Principles and practices of public personnel administration.

Principles and procedures of recordkeeping and records management.

Principles and practices of program development and administration.

Modern office procedures, methods, and equipment, including computers.

Pertinent federal, state, and local laws, codes, and regulations.

Computer applications, including common packages for spreadsheets, databases, word processing, and presentation software.

Supervisory practices and principles.

Ability to:
Organize and direct the work of assigned staff.

Understand the organization and operation of County departments and of outside agencies as necessary to assume assigned responsibilities.

Interpret and apply administrative and departmental policies and procedures.

Analyze complex financial data, reports, studies, and financial records.

Work independently in the absence of supervision.

Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.

Research, analyze, and evaluate programs, policies, and procedures.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Operate a variety of office equipment and computer software in the performance of assigned duties and responsibilities.

Interpret, apply, and explain County policies and procedures, federal, state, and local regulations and guidelines related to assigned area of responsibility, such as economic development or housing development.

Prepare effective and complete staff reports and make presentations.

Exercise tact, initiative, discretion, and good judgment within general policy, procedural and legal guidelines.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with County officials, managers and staff, developers, civic groups, various agency representatives, media personnel, and the public.

Exemplify an effective customer service attitude with the public, officials, and co-workers.

Effectively act as a project manager for various community development, outreach, housing, and/or economic development activities.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATIONS

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience and Education:

Administrative Analyst I

1. A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, human resources management, finance, planning, communications, or a closely related field **and** two years of increasingly responsible professional experience in economic development, grants programs, human resources, budget development, financial analysis, strategic communications and public relations or other professional field as may be needed in a local government environment.
   -OR-
2. Four years as an Administrative Technician or Staff Services Analyst II with Mariposa County, and 60 semester units from an accredited college or university in public or business administration or a closely related field.

Administrative Analyst II

1. Two years of full-time experience as an Administrative Analyst I with the County of Mariposa.
   -OR-

2. A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, human resources management, finance, planning, communications, or a closely related field **and** four years of increasingly responsible professional experience in economic development, grants programs, human resources, budget development, financial analysis, strategic communications and public relations, or other professional field as may be needed in a local government environment.

(**Note**: the specific type of education and experience required is dependent upon the position being recruited for.)

Additional Requirements:

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

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

Creation date: 06/16 (B/S Res. 16-273)
Revision date: 11/18 (B/S Res. 18-562); 8/21 (B/S Res. 21-480)

STAFF SERVICES ANALYST I/II
(non-Merit System Services)

DEFINITION

In the Human Services Department, the Staff Services Analyst I/II classes are responsible for performing professional level analytical duties involving general administrative, fiscal, and/or program analytical work. Incumbents gather, tabulate, analyze, and chart data; interview and consult with departmental officials, employees, community members, contractors, and others to give and receive information; prepare reports and make recommendations on procedures, policies, and program/functional area issues and alternatives; review and analyze proposed legislation and advise management on the potential impact; make decisions in financial, and other administrative systems of average to difficult complexity; prepare correspondence; monitor grants and contracts, and perform other related duties as assigned. Incumbents may supervise clerical and/or technical staff.

The Staff Services Analyst I level is the entry level into the professional Staff Services series. Incumbents work under close supervision. Assignments are generally limited in scope and under the direction of a higher-level employee. As experience is gained, the incumbent is granted more independence from supervision. Most incumbents are expected to promote to the II level after one year of satisfactory performance; however, positions limited to analytical duties of a more routine, repetitive nature will be permanently allocated to the Staff Services Analyst I level.

The Staff Services Analyst II is the journey level in the series. Incumbents work under direction and are responsible for performing the full range of duties at the journey level and working independently. Incumbents may be assigned to perform general duties that encompass a broad scope of administrative analytical functions and areas of responsibility. Staff Services Analyst I/II differs from Staff Services Analyst I/II (MSS) in that the MSS classes are only used for designated and appropriately funded positions under the Merit System Services contract.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory/management staff.

May exercise supervision over assigned staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

These duties may apply to both levels in varying degrees of importance, frequency, or priority.

Performs, coordinates, monitors, and participates in various administrative analytical functions, typically within a departmental program or administrative section.

Plans, identifies, and analyzes program administration problems and develops solutions.

Works with the community, agencies, schools, providers, and contractors on various projects such as program education, outreach, legislation/regulation implementation, etc. including participation on committees and ad hoc groups

Reviews existing and proposed local, state, and federal legislation/regulations for impact on the department's activities; consults with department personnel; develops recommendations; and prepares proposed changes.

Performs departmental quality assurance duties by reviewing/conducting audits, meeting with contractors/vendors for ensuring proper grant/contract performance, evaluating overall program performance, making on-site visits, analyzing time studies and product analyses, etc..

Extracts and reviews data to prepare reports consisting of specific program/caseload data to monitor progress toward goals.

Reviews program updates, letters, and notices for potential impact on various programs and activities; recommends and prepares policy and procedure changes to ensure compliance and provides training on new/revised regulations/policies if needed.

Compiles, maintains, and analyzes data; identifies trends, and makes recommendations involving the formulation of policy and procedures.

Serves as a resource and provides advice and information to supervisors, managers, and other internal staff, the public, contractors, providers, and other agencies in area(s) of assignment including the interpretation and explanation of a variety of programs, policies, rules, and regulations.

Conducts surveys and performs research and statistical analyses on administrative, fiscal, and/or programmatic problems.

Coordinates staff training by determining training needs, working with trainers, scheduling rooms and staff, and evaluating the content and results.

Makes presentations before committees, boards, commissions, departmental staff, advisory groups, or community groups to provide information and recommendations, advocate a position, encourage participation, and/or respond to questions.

Analyzes business process requirements and coordinates with information technology staff and/or consultants to develop automated solutions.

May plan and coordinate the design and implementation of new and revised programs, systems, procedures, methods of operation, and forms.

Compiles materials; prepares analytical reports, manuals, and publications.

Prepares public relations materials (e.g. brochures, informational materials, customer satisfaction surveys).

Provides consultation and recommends solutions regarding research findings, organizational improvement initiatives and related issues concerning departmental effectiveness and goal attainment; evaluates effectiveness through performance measure development and monitoring activities and recommends modifications.

Collaborates with County departments and agencies on cross-functional projects.

Coordinates assigned activities with other departments, divisions, units, and with outside agencies; represents the division or department in committee meetings; responds to complaints and requests for information.

Establishes and maintains positive working relationships with co-workers; representatives of community organizations; state/local agencies and associations; internal management and staff; and the public by utilizing principles of effective customer service.

May supervise clerical and/or technical employees by assigning, monitoring, reviewing, and evaluating their work; may provide training to less experienced staff.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Note: The level and scope of the knowledge and abilities listed below are related to job duties as distinguished between the two levels in the Definition section.

Knowledge of:

Public and business administration principles and practices.

Pertinent federal, state and local laws, codes, ordinances and regulations.

Methods and techniques involved in conducting analytical studies of administrative and management practices, methods and procedures.

General research practices, techniques, and terminology to conduct research.

A variety of computer software applications, including database, graphics/presentation, word processing and spreadsheet software.

Methods and techniques of report preparation.

English language (i.e., composition, spelling, grammar, and sentence structure).

Project management principles to ensure projects activities are conducted in a fiscally responsible and timely manner.

Principles and practices of effective customer service.

Principles of teamwork and teambuilding in order to work effectively as a member of a team and facilitate effective teamwork.

Principles and practices of leadership and supervision.

Community needs and resources.

Ability to:

Apply program planning principles and techniques to problems and issues.

Analyze a situation or problem, including stressful situations, accurately and objectively in order to identify alternative solutions and determine an effective course of action.

Collect and analyze data and information in order to derive logical conclusions.
Learn and interpret state and federal requirements and regulations that govern human services programs.
Formulate options and make recommendations based on data and information collected.

Analyze policies, procedures, and programs and make effective recommendations.

Make sound decisions and independent judgments within established guidelines.

Read, interpret, and apply a variety of information (e.g. laws, policies, procedures, legislations, directives) in order to provide information and ensure compliance.

Analyze and interpret basic statistics.

Perform arithmetic calculations, including ratios and percentages.

Operate a computer and use common software packages related to the work.

Express information and ideas orally in a clear, concise, organized manner by using proper diction, grammar and volume so that others will understand.

Work effectively with community groups while conducting education and outreach activities.

Monitor contract performance and taken action to correct problems and deficiencies.

Make effective presentations and respond to questions from various groups, including boards, committees, and the public.

Compose business communications (e.g. letters, memos, notices) and reports, policies, and procedures, in a clear, concise, organized, and accurate manner.

Identify problems and central issues.

Reason logically and critically.

Perform, analyze, and document research.

Research legislative issues and read and understand legislation.

Recommend and implement changes/improvements.

Develop and maintain cooperative, effective working relationships with co-workers, representatives of community organizations, state/local agencies and associations, supervisors, internal management staff, employee representatives and the public.

Effectively mediate and resolve conflicts between/with individuals.

Work and interact with a variety of individuals from various socioeconomic, ethnic, and cultural groups in person and by telephone, including situations where relations may be strained or confrontational.

Work independently and accept increasing responsibility.

Prioritize, plan, coordinate, and organize simultaneous work assignments and projects to meet critical and competing deadlines.

Manage projects by developing project budgets, tasks, and timelines to ensure projects meet time and budget guidelines.

Work as a team member by keeping communication open, offering support, sharing knowledge, and contributing to and/or leading team efforts.

May supervise clerical and/or technical employees.

May monitor, plan, direct, assign and review the work of clerical and/or technical employees.

MINIMUM QUALIFICATIONS

Education and Experience:

Staff Services Analyst I

Graduation from an accredited four year college or university with a bachelor's degree.

OR

Two years (60 semester or 90 quarter) of college units and two (2) years of full-time technical level experience involving general administrative, fiscal, or human services program work.

Staff Services Analyst II

Education and Experience:

One (1) year of full-time experience as a Staff Services Analyst I

OR

Graduation from an accredited college or university with a bachelor's degree and one (1) year of full-time professional experience performing general administrative, fiscal, or human services program work.

Substitution: *(Both Staff Services Analyst I and II)*

Additional technical or higher-level experience performing general administrative, fiscal, or human services program support work may substitute for up to two (2) years of the required education on a year-for-year basis.

Additional Requirements: (*Both Staff Services Analyst I and II*)

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

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

Creation date: 02/14 (B/S Res. 14-56)
Revision date: 10/17 (B/S Res. 17-676)

MARIPOSA COUNTY
POSITION DESCRIPTION
QUESTIONNAIRE

For Filled Positions Only

Name: [redacted]	**Work Phone Number:** [redacted]
Current Classification Title: Staff Services Analyst II	**Department:** HHSA **Division:** Administration
Position Number:	**Work Address:** 5362 Lemee Lane
Hours/Week or Percentage of Time: 100%/40 hrs.	**Supervisor's Name and Title:** Kristina Keheley, Director
Regular Days of Week Worked: Monday - Friday	**Regular Start and End Times of Work Day:** 8 AM to 5 PM

EMPLOYEE'S STATEMENT

JOB SUMMARY

1. In three to five sentences, briefly describe the **major** purpose(s) and/or function(s) of your job.

   For example:

   One of the main purposes of the position is to review civil engineering plans for commercial development. Another is to generate plans for capital improvement, which includes survey work, engineering design, plan drafting and costing.

The main purpose of this position is to support the Agency and its programs in all facets of communication, information & referral, public records requests, and analysis of strategic plan objectives as they relate to Agency outcomes. As a direct report to the Director, I support agency-wide initiatives and lead or contribute to special projects of strategic importance. My responsibilities include coordinating interdepartmental efforts, supporting public health accreditation, managing outreach and communication strategies, and fostering collaborative relationships with community partners and county departments. I contribute to data analysis, reporting, policy development support, and staff training initiatives to enhance overall agency performance.

ESSENTIAL FUNCTIONS: DUTIES AND RESPONSIBILITIES

2. The information you provide on the next page is the most important part of this questionnaire! Briefly and accurately number and describe your essential job functions in terms that anyone reviewing this form will be able to understand. Avoid abbreviated, vague, or abstract words, such as "assists," "handles," "keeps," or "prepares," unless you describe how you assist, what you prepare, etc. Be specific.

   For example:

DO THIS!

- Receives, opens, time stamps, and distributes incoming mail
- Calculates, verifies, and posts billing amounts
- Maintains accurate records on the flow of input information, output records, machine operations, operator assignments, and staff time

DON'T DO THIS

- Assists in handling mail
- Prepares final billings
- Keeps records

ESSENTIAL JOB FUNCTIONS

List the essential job functions you perform in order of their importance. Typically, about 8 to 10 essential job functions describe the important job functions. If you need more space, attach additional pages.

FREQUENCY Provide the approximate percent of time you spend on each essential duty. The total of all percentages should not be more than 100 percent.

IMPORTANCE **1 = MINOR** **2 = AVERAGE** **3 = CRITICAL**

	Essential Functions	Frequency (% of time)	Importance
2.1	Lead and support special projects and strategic initiatives at the direction of the Director, including cross-departmental collaborations.	20	3
2.2	Develop and manage external communication strategies, including the creation and oversight of content for social media platforms, the agency website, and public information materials.	20	2
2.3	Coordinate community outreach and event planning efforts, serving as the agency's lead for public engagement, education campaigns, and inter-agency collaborations with community partners.	10	2
2.4	Serve as the agency liaison to county departments, local organizations, and media partners, ensuring consistent messaging, timely information sharing, and positive working relationships.	20	3
2.5	Support emergency response operations by participating in planning, preparedness activities, and incident response coordination in alignment with agency and county protocols.	10	3
2.6	Analyze data and develop reports to track project progress, evaluate outcomes, and support evidence-based decision-making across various departments and initiatives.	10	3
2.7	Assist with the development and delivery of training materials for staff onboarding and continuing education, ensuring alignment with agency procedures and project goals.	5	2
2.8	Prepare and respond to public records requests and media inquiries, ensuring compliance with legal standards and maintaining transparency and professionalism in public communications.	5	2

3. **Special tasks or other important duties:** List other tasks/duties not listed in Section 2 you perform occasionally as part of your job. If you need more space, attach additional pages.

	Task / Duty	Frequency	List Estimated Time Spent in Hours/Week or Days/Month
3.1	Information and Referral	weekly	up to 4 hours a week
3.2	HHSA Emergency Support & Resources call line	as needed	varies by event
3.3			
3.4			

4. **Tasks/duties added to the job in the last year:** List the task/duty number from Sections 2 and/or 3.

3.1	3.2					

IMPACT AND SCOPE

5. **List services and/or any work products directly generated as a result of the tasks and duties you perform** (e.g., policies, guidelines, budgets, reports, letters, memos, computer-generated printouts, profit and loss statements, etc.). List the receiver of each of these services/work products.

Services/Work Product(s)	Receiver(s)
MCIE	Community partners/Agency staff
Agency Publications	Community outreach/engagement
Information & Referral	HHSA Emergency Support line

6. **Internal contacts:** List persons within the organization, other than your direct supervisor and any direct subordinates, with whom you have regular contact while performing the duties of your position. Briefly describe the purpose for these contacts and the frequency of their occurrence.

Contact	Purpose	Frequency
HHSA Staff	To maintain standard communications, information and referral, and support strategic objectives.	daily

7. **External contacts:** List any contacts you regularly make with persons who are external to the organization while performing the duties of your position. Describe the purpose of those contacts and the frequency of their occurrence.

Contact	Purpose	Frequency
Community Partners	To maintain collaborative relationships, information and referral, emergency response	daily
Other County Depts	To maintain collaborative relationships, information and referral, emergency response	daily

8. **Authority:** What level of authority does your position have to ensure compliance with laws, codes and standards? For example:
   - I can halt construction work if I find it out of compliance with standards.
   - I issue warnings to residents. After two warnings, I initiate legal action by…
   - I arrest individuals breaking the law.

This position holds delegated authority to represent the agency in communications with internal departments, external partners, local media, and the public. It operates with autonomy in planning and coordinating special projects, managing public outreach efforts, and developing communication materials. The role includes decision-making authority related to project execution, event logistics, media content, and community engagement strategies, in alignment with agency goals and under the direction of the Director. Additionally, this position may provide input on policy and procedure development and contribute to strategic planning efforts at the agency level.

What corrective action do you take if there's noncompliance or substandard conditions are detected? What options do you have?

When addressing issues related to policy adherence, branding consistency, or performance expectations, I take a supportive yet structured approach, providing direct, one-on-one coaching to clarify expectations and offer specific feedback on the area of concern. I reference relevant policies or branding guidelines to ensure staff understand the standards and the reasoning behind them. If issues persist, I document the concerns and work collaboratively with the individual and/or their supervisor to develop an improvement plan, which may include additional training, resources, or closer supervision. Throughout the process, I focus on accountability, professional development, and aligning individual performance with agency goals and values.

9. **Budget:** Do you have any duties and responsibilities in the organization budget process (e.g., plan, model, prepare, review, monitor, approve, etc.)?

☒ **YES** ☐ **NO**

If yes, describe your duties and responsibilities below:

In support of agency initiatives such as emergency response, event planning, and community outreach, I assist in monitoring and tracking expenditures to ensure alignment with approved budgets and funding guidelines. This includes preparing cost estimates, maintaining records of purchases, and identifying cost-saving opportunities during planning and implementation. I contribute to budget preparation by gathering quotes, coordinating with vendors, and submitting procurement requests in accordance with county policies. For emergency response activities, I may assist in documenting expenses for reimbursement or grant compliance purposes. My role ensures fiscal responsibility and supports efficient resource allocation for both planned and emergent activities.

SUPERVISION / DIRECTION

10. **Supervision/Direction received:** Please select **one** of the following type and amount of supervision that best describes the type and amount of supervision that your position receives.

☐ My supervisor frequently checks my job activities.

☑ I work alone on routine or regular work assignments and check with my supervisor on non-routine assignments or when in doubt as to the correct procedures to follow.

☑ I receive occasional supervision while working toward a definite objective that requires use of a wide range of procedures. I plan, and/or determine specific procedures or equipment required to meet assigned objectives, and I solve non-routine problems. I refer only unusual matters to my supervisor.

☑ I work from broad policies and towards general objectives. I refer specific matters to superior(s) only when interpretation or clarification of organizational policies is necessary.

☑ I work from general directives or broadly defined missions of the organization.

From whom do you receive work assignments?

Agency Staff	Varied
Name	Title
Kristina Keheley	Agency Director
Name	Title

How is your work checked in order to discover/eliminate errors?

My work is reviewed through a combination of peer review, supervisor oversight, and adherence to established agency procedures and quality standards. For public-facing materials such as press releases, social media content, and outreach documents, drafts are typically reviewed by colleagues or the Director to ensure accuracy, clarity, and alignment with agency branding and messaging. For data reports and policy-related contributions, I follow standard documentation protocols and cross-reference information to minimize errors. Feedback is incorporated through collaborative review processes to ensure quality, consistency, and compliance with internal and external requirements.

11. **Supervision/direction given:** Do you directly supervise employees (formal authority to hire, fire, assign, and evaluate)?

☐ **YES** ☒ **NO**

Indicate the total number of employees supervised directly: _____and indirectly:_____

12. **Supervision/direction given:** Do you perform "Lead" duties (formal authority to assign, review, and schedule?

☒ **YES** ☐ **NO**

13. *If you answered "no" to both Question #11 and #12, then you can skip to Question #15. If you answered "yes" to either question, then answer this and the next question.* List the employees you directly supervise or lead (include name, classification and status). If you supervise or lead more than ten employees, you may list only the job titles and number of people supervised:

STATUS **FTE = Full-time employee**

PT = Part-time/Intermittent employee

TEMP = Temporary or Contract employee

Name	Job Title	FTE	PT/TEMP
Communications Team Members	Varied	☒	☒
		☐	☐
		☐	☐
		☐	☐
		☐	☐

14. **What type of supervision/lead do you provide?** Please select all of the supervisory/lead duties you perform, the level of your authority, and indicate whether you perform this activity for employees, non-employees (e.g. volunteers), or both.

Duty	No Authority	Recommend	With Prior Approval	On Own Authority	Employee or Non-Employee
Train others	☐	☐	☒	☐	Employee All staff
Hire employees	☐	☒	☐	☐	Employee Some positions
Plan and/or schedule work for others **on specific projects**	☐	☒	☐	☒	Employee all staff
Plan and/or schedule work for others **on a daily basis**	☐	☐	☒	☐	Employee Comms Team
Assign or delegate work to others **on specific projects**	☐	☐	☐	☒	Employee Comms Team
Assign or delegate work to others **on a daily basis**	☐	☐	☐	☒	Employee [redacted]
Monitor work of others on specific projects or on a daily basis (please specify)	☐	☐	☐	☒	Employee Comms Team
Establish rules, procedures, and/or standards	☐	☐	☐	☒	Employee all staff as applicable
Approve overtime and/or leave	☒	☐	☐	☐	Employee
Evaluate performance	☐	☒	☐	☐	Employee some positions as applicable
Take corrective action	☐	☒	☐	☐	Employee some staff as applicable
Resolve complaints and/or grievances	☐	☐	☒	☐	Employee Agency
Other	☐	☐	☐	☐	Employee

PLANNING/DECISION MAKING

15. If you develop or assist in developing policies or procedures for your functional area, or the organization as a whole, describe this activity below:

I regularly assist in developing and updating policies and procedures for my functional area and the agency as a whole. This includes reviewing existing documents for accuracy and compliance, formatting and editing content, and coordinating the review process with supervisors and other stakeholders. I ensure that policies align with current laws, regulations, and agency goals. Additionally, I help communicate new or revised policies to staff through training materials and outreach, supporting smooth implementation across the organization.

List any formal guidelines, standards, regulations, etc. within which your job must be performed. Are there conflicting guidelines? How do you resolve such conflicts? Do guidelines change frequently? Please give an example.

My work follows many important rules and standards, including county policies, public health laws, emergency management regulations, grant requirements, and agency communication guidelines. For example, I must protect client privacy under HIPAA and follow Public Health Accreditation standards and FEMA rules during emergencies.Sometimes, these rules can conflict—for example, county policies might differ from state health guidelines. When that happens, I check with leadership or experts to find the right way to follow the rules. I also work with different teams to make sure everyone is on the same page. Guidelines and regulations can change frequently, especially in dynamic environments like public health and emergency response.

16. Describe the kinds of decisions or problems that occur on a regular basis that you:

a. Approve or resolve on your own:

In my current role, I often encounter challenges related to coordinating communications and logistics across multiple departments and external partners, which require quick problem-solving to keep projects on track. I also troubleshoot issues with information flow, such as ensuring accurate and timely updates during emergency response situations or correcting errors in public messaging before release. Additionally, I handle unexpected changes in project scope or resource availability by adapting plans, reallocating tasks, or finding alternative solutions without direct supervision. These situations require sound judgment, effective communication, and proactive collaboration to maintain agency operations and community trust.

b. Refer upward to your supervisor or manager:

In my role, I seek guidance from leadership when faced with complex decisions that impact agency policy, legal compliance, or sensitive community relations. This includes situations involving significant changes to project scope or budget that require approval, as well as emerging issues that may affect the agency's reputation or public trust. I also consult leadership when encountering conflicting priorities among departments or partners that cannot be resolved independently, or when navigating novel emergency response scenarios that fall outside established protocols. Additionally, I escalate concerns involving personnel matters, contract negotiations, or media inquiries that require coordinated, high-level response to ensure alignment with agency goals and standards.

KNOWLEDGE / SKILLS / ABILITIES

17. **Summarize the types of knowledge and abilities your job requires.** (For example, if you were recruiting to fill jobs identical to yours, what knowledge and abilities would you expect a job applicant to have to be competent on the first day on the job?)

a. Knowledge of:

Public Health systems & practices, Agency-wide policies, procedures, and compliance standards, with experience managing policy review and implementation, Community outreach strategies, event planning, and public communication, including social media and website management, Emergency response coordination and Joint Information Center (JIC) operations during crisis incidents, Data analysis, reporting, and use of data to support decision-making and program evaluation, Grant application processes, contract coordination, and procurement procedures within a public agency context, Interagency collaboration and liaison work with local government entities, community partners, and media outlets, Administrative operations including scheduling, meeting facilitation, minute-taking, and document management, Customer service and client support, with skills in guiding clients through public assistance programs and crisis situations, General accounting practices and fiscal monitoring related to budget preparation and procurement.

b. Ability to:

Manage and coordinate complex projects involving multiple stakeholders and cross-functional teams, Communicate effectively with diverse audiences, including agency leadership, staff, community partners, and the public, Develop and implement outreach strategies, training materials, and communication content aligned with agency goals, Analyze data and generate reports to inform decision-making and track program outcomes, Facilitate meetings, record accurate minutes, and lead discussions to support team collaboration and goal achievement, Adapt quickly to changing priorities and work effectively in fast-paced, dynamic environments, Serve as a liaison between departments, external agencies, and media, fostering positive and productive relationships, Use discretion and professionalism in handling confidential information and sensitive communications, Assist in budget monitoring, procurement processes, and grant support with attention to detail and fiscal responsibility, Support emergency response activities, including public information dissemination and coordination within Joint Information Centers, Deliver high-quality customer service, demonstrating patience, empathy, and problem-solving skills in client interactions

18. **Education / work experience:** Describe any education and/or previous work experience required to perform your job. (For example, what type of background would you expect a successful job applicant to have?)

I am a high school graduate of Mariposa County High School, with additional college coursework in communications and sociology (transcripts available upon request). Complementing my formal education, I have completed specialized professional development, including the FEMA Center for Domestic Preparedness (CSTI) Public Information Officer (PIO) coursework, which has enhanced my expertise in emergency communications and public information management. I coordinate agency outreach efforts, facilitate community and interagency communications, and contribute to emergency response operations including Joint Information Center activities during major incidents. My experience managing communications, policy coordination, data analysis, and stakeholder engagement positions me well for leadership roles requiring strategic planning, public engagement, and crisis management.

19. **What licenses or certificates are required by your job?**

Does the job require a Driver's License? ☒ **YES** ☐ **NO**

If yes, what class (A, B, or C)? _____

List any other licenses or certificates required by law or your employer to perform your job.

License or Certificate	Required by:	
	Law	**Employer**
	☐	☐
	☐	☐
	☐	☐

20. **Do any other employees perform duties identical to yours?** If so, list their names and titles.

Employee	Title

PHYSICAL DEMANDS AND WORKING CONDITIONS

21. Indicate the types of machines, tools, or equipment you use on a regular basis and the frequency of use. **Select only one time category per machine.**

Type	Never 0 Hours (0%)	Occasional Up to 3 Hours (1% to 33%)	Frequent 3 – 6 Hours (34% - 66%)	Continuous 6 – 8 Hours (67% - 100%)
Computers	☐	☐	☐	☒
Office equipment (Copiers, fax machines, calculators, etc.)	☐	☐	☐	☒
Power tools	☐	☐	☐	☐
Hand tools	☐	☐	☐	☐
Other (please specify)	☐	☐	☐	☐
Other (please specify)	☐	☐	☐	☐

22. Please indicate the daily Lifting and Carrying requirements of the position. Indicate how frequently lifting objects of varying weight and what height these objects are lifted is required by the position. Indicate how frequently carrying objects of varying weight and what distance these objects are carried as required by the position. **Select only one time category per weight.**

	Lifting and Carrying				
	Never 0 hrs a day	Occasional Up to 3 hrs a day	Frequent 3 – 6 hrs a day	Continuously 6 - 8+ hrs a day	Height
0-10 lbs	☐	☒	☐	☐	Floor to waist
11-25 lbs	☐	☒	☐	☐	Floor to waist
26-50 lbs	☐	☒	☐	☐	Floor to waist
51-75 lbs	☐	☒	☐	☐	Floor to waist
76-100 lbs	☐	☒	☐	☐	Floor to waist
100+ lbs	☐	☐	☐	☐	Floor to waist

EMPLOYEE STATEMENT CONCLUSION

23. If there are other aspects of your job not covered in this questionnaire that are important in understanding your job content please describe below.

In addition to the responsibilities outlined, my role often requires flexibility and adaptability to respond to evolving agency needs and community priorities. I frequently take on tasks that span multiple departments, requiring strong collaboration and problem-solving skills. I serve as a key point of contact for various community partners and media, helping to foster positive relationships and enhance public trust. Supporting emergency response efforts, including rapid shifts in communication strategies during crises, is a critical and ongoing part of my job that requires both initiative and teamwork. These elements are essential to effectively supporting the agency and county's mission and ensuring responsive service delivery.

[redacted]

Thank you for your cooperation and time spent completing this questionnaire!

IMMEDIATE SUPERVISOR'S STATEMENT

Review this employee's questionnaire carefully to see that it is accurate and complete. Then fill out Items 1-5 below. Do not fill in these items unless you supervise the employee directly.

Your certification below means that you accept responsibility for the accuracy and completeness with which the entire questionnaire describes the duties and responsibility of the job. If the Employee's Statement does not express your view of the duties, responsibilities and essential functions that you have assigned the employee, please clarify or elaborate below. Please allow your employees to review your responses if they request to see them.

There are two essential cautions you should observe:

- Under no circumstances should you change or alter the employee's entries in Employee's Statement.
- Do not make any statements or comments about the employee's work performance, competence or qualifications. This questionnaire will be used to evaluate the duties that constitute the **position**, not the performance or qualifications of the **employee**.

1. Does the description of the job as given by the employee accurately reflect the tasks, duties and responsibilities that are actually required of this position? If not, please clarify.

   yes.

2. Do you agree with the other information given by the employee? If not, please clarify.

   yes.

3. How long of an on-the-job learning program is typically required to reach a full-range level?

   N/A. always evolving

4. What additional information should be considered in evaluating the appropriate classification for this position?

   Collab w/ so + county PIO - level of public facing work is often more than.

5. Is reorganization or other changes planned or taking place in your organization that will impact the content or level of this job?

   yes. assigning additional special projects (ex: dashboard).

Supervisor's Signature	Date	Work Phone #
KKehelley	10/3/2025	209.966.2000
Name (Please print)		**Title**
Kristina Kehelley		Director

DEPARTMENT HEAD REVIEW

Do you agree with the other information given by the employee and/or immediate supervisor? If not, please clarify:

yes.

Department Head's Signature	Date	Work Phone #
K Keheley	10/3/2025	209.966.2000
Kristina Keheley		Director
Name (Please print)		Title

Mariposa County
Joe Lynch
County Administrative Officer

4988 Bullion Street, Suite B
P.O. Box 1917
Mariposa, CA 95338
(209) 742-1379
jlynch@mariposacounty.org

TO: Kristina Keheley, Director of Health and Human Services, [redacted]
Staff Services Analyst – I/II
FROM: Chris Ferbrache, Senior Administrative Analyst, Human Resources
DATE: October 5, 2025
SUBJECT: Staff Services Analyst – I/II Reclassification Analysis Request for Health and Human Services Agency

Introduction

This report seeks to assess whether the responsibilities, functions, and duties of an incumbent Staff Services Analyst – I/II ("SSA") align with the established classification. Information was obtained from a Position Description Questionnaire ("PDQ") from the Health and Human Services Agency outlining the job demands and responsibilities upon the incumbent, [redacted] Staff Services Analyst – II for the Health and Human Services Agency.

Analysis

The Staff Services Analyst I/II classification was created by California Merit Socal Services ("MSS") as a program-focused analyst for specific health-funded programs, which received an increased reporting and monitoring workload from the Affordable Care Act ("ACA"), Medi-Cal, and the Department of Health Care Services ("DHCS"). To utilize the classification for tasks outside an MSS-specified funding source, Mariposa County created a *Staff Services Analyst- I/II (non-Merit System Services)* version in 2014, which is identical/nearly-identical to its MSS version and is the subject of this analysis. *(Below is the definition of the Staff Services Analysis – I/II definition.)*

> *...[T]he Staff Services Analyst – I/II classes are responsible for performing professional-level analytical duties involving general administrative, fiscal, and/or program analytical work. Incumbents gather, tabulate, analyze, and chart data; interview and consult with departmental officials, employees, community members, contractors, and others to give and receive information; prepare reports and make recommendations on procedures, policies, and program/functional area issues and alternatives; review and analyze proposed legislation and advise management on the potential impact; make decisions in financial, and other administrative systems of average to difficult complexity; prepare correspondence; monitor grants and contracts, and perform other related duties as assigned. Incumbents may supervise clerical and/or technical staff.*

In consideration of the incumbent's current duties, it's clear that the incumbent performs analyst-like duties. The significant differences that show the incumbents' duties and responsibilities are out of place within the SSA classification pertain to three elements: agency communication and outreach duties, project management complexity, and level of supervision.

Agency Communication and Outreach Duties

The first element is collectively referred to as agency communication and outreach duties. These duties span a much broader breadth and depth of communication and reach within the County than the SSA classification intended. Examples include serving as the agency liaison to County

departments, local organizations, and media partners; developing and managing external communication strategies. Due to the level of supervision and the minor references to public outreach, it's clear these duties are outside the expected duties for the SSA role.

Project Management Complexity

The second element of the incumbent's duties and responsibilities, which are beyond SSA classification scope, pertains to project coordination/management. Based on details in the PDQ, the level of authority, supervision, and descriptions of projects, it appears the project coordination/management level is greater than what would be expected of an SSA incumbent. One such high-level example is the current project to create a public-facing dashboard to improve community engagement and strategic communication. This project will require the development of a comprehensive plan and ongoing direction and coordination with each team within the Health & Human Services Agency. Whereas the SSA can manage projects of average to difficult complexity, projects such as the public-facing dashboard project are beyond the SSA level due to the number of stakeholders.

Level of Supervision

The third element identified is that the level of supervision defined in the SSA classification is not an appropriate match for the outcome-focused nature of the position duties and responsibilities. The SSA classification lists the level of supervision as *general supervision*. This supervision level *"pertains to the Journey levels in a technical or clerical series and the Entry level in a professional series." (Mariposa Job Classification Plan, 17)* This level of supervision does not correlate with the level of supervision identified in the PDQ.

Due to the three (3) elements previously mentioned, the Administrative Analyst – I/II will be considered as an alternative classification.[1]

Administrative Analyst – I/II

The incumbent's duties and responsibilities, as described in the PDQ, clearly have strong similarities to the Administrative Analyst I/II ("AA") definition as described below, shown in bold.

> *…to **direct and manage assigned special projects and programs** such as the County's economic development/community development function, grant writing and grants and contracts management/administration, financial analysis and budget development, human resources, **community engagement, strategic communications and public relations**, and/or dealing with housing issues; **to coordinate activities and input on assigned projects from County management, staff, the community, and other organizations**; **to provide professional support in other assignments as needed to meet the mission of the organization**; and, may provide direct and/or indirect supervision to lower level personnel. **The work mainly involves gathering and interpretation of data/information, development of options, making recommendations, and reporting data dealing with complex problems,** including those programs that deal with financial analysis, budget development and accounting, **community/business involvement/outreach, strategic communications** and **public relations**, grants and contracts management/ administration, human resources, **program management**, and **surveys/studies.***

[1] *Typically, the Administrative Technician would be considered as an alternative classification, although, as a bridge classification between clerical and analyst, it is not appropriate in this case.*

Addressing the *project management complexity* element, the AA is appropriate for moderate to highly complex projects, which require a significant degree of critical thinking and decision making, which is above that which is expected of the SSA.

Addressing the *agency communication and outreach duties* element, the AA classification strongly supports this element, as shown below. *(Selected essential functions, abilities, and knowledge of the Administrative Analyst I/II classification):*

- *Leads, coordinates, and manages civic engagement activities and projects; conducts outreach and develops surveys and/or other methods of getting community and/or business input; summarizes and reports results.*
- *Assists in the design and development of the County's or departments' marketing and promotional programs.*
- *May perform Public Information Officer duties in the Emergency Operations Center during disasters.*
- *Strategic communications and public relations techniques.*
- *Social media platforms.*

Lastly, addressing the *level of supervision* element, the AA classification specifies *General Direction* as the level of supervision where the employee is responsible for a task or function, and unusual circumstances are referred back to supervision for direction. *(Mariposa Job Classification Plan, 17)* This level of supervision is the correct type based on the discretion required to successfully carry out the duties and responsibilities as listed in the PDQ.

Summary

As a result of considering the classifications of the SSA, AA, and the PDQ, the most appropriate classification for the incumbent's duties is the Administrative Analyst -I/II classification. The incumbent is qualified for this reclassification due to college credits, prior employment as a quality assurance analysis, and work experience in Mariposa County.

Therefore, the recommendation of this analysis consists of reclassifying [redacted] classification/allocation from Staff Services Analyst – I/II to Administrative Analysis – I/II and changing [redacted] compensation from Staff Services Analyst - II, Step 5 at $79,322.87, to Administrative Analyst - I, Step 5 at $84,720.75, annually.

Sincerely,

chris ferbrache

Chris Ferbrache
Senior Administrative Analyst, Human Resources

Enclosed:

- Administrative Analyst – I/II Classification
- Staff Services Analysis – I/II Classification
- Position Description Questionnaire

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-457

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Revision of the Mariposa County Drug and Alcohol Testing Policy for Department of Transportation Regulated Positions, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Revision of the Mariposa County Drug and Alcohol Testing Policy for Department of Transportation Regulated Positions, Effective Immediately.

The *Mariposa County Drug and Alcohol Testing Policy for Department of Transportation Regulated Positions* policy applies to employees designated as Department of Transportation (DOT) safety-sensitive and regulated by the Federal Transit Administration (FTA) and/or the Federal Motor Carrier Safety Administration (FMCSA). On August 6th, a comprehensive onsite California Department of Transportation (Caltrans) Drug & Alcohol Technical Assistance & Compliance Review was performed by RLS & Associates, Inc. Such audits occur every few years to ensure USDOT-FTA drug and alcohol testing programs are compliant with its FTA 5311 funding requirements.

The results received on October 6th require specific minor revisions to the *Mariposa County Drug and Alcohol Testing Policy for Department of Transportation Regulated Position*s policy.

Attached to this agenda is a draft with proposed revisions and the final draft with the revisions implemented. Apart from minor grammatical changes, the proposed draft policy includes only what was required by the audit firm. The audit determined that the policy needed minor revisions and updates to bring it into full compliance with all DOT regulations for both FTA and FMCSA. Requested revisions are attached for review and consideration.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County was required to establish its initial DOT Policy in 1996 (B/S Res No 96-280), because of the implementation of the Omnibus Transportation Employee Testing Act of 1991. The Act was adopted to require drug and alcohol testing of operators of commercial motor vehicles. In 1997, (B/S Res No 97-366) the County's DOT Policy was amended to add safety-sensitive positions that were affected by funding received by the FTA. The Policy was again updated in 2006 (B/S Res No 06-169), 2016 (B/S Res No 16-275), 2018 (B/S Res No 18-397), and 2021 (B/S Res. No. 21-131), due to requirements of technical FTA audit. The policy was then revised in December 2024 (B/S Res. No. 24-503) to allow the Human Resources Director to make changes to the list of safety-sensitive positions, as well as various minor updates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would result in non-compliance with the DOT regulations governing safety-sensitive positions, which could place the County's receipt of state and/or federal funding at risk.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **DRAFT_Mariposa County Drug and Alcohol_MARKUP_10152025**
2. **DRAFT_Mariposa County Drug and Alcohol_Revised_10152025**

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

MARIPOSA COUNTY DRUG AND ALCOHOL TESTING POLICY FOR DEPARTMENT OF TRANSPORTATION REGULATED POSITIONS

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A. STATEMENT OF PURPOSE AND POLICY OBJECTIVES

The Mariposa County ("County") Board of Supervisors is committed to preventing all substance abuse and its effects in the workplace and to maintaining an alcohol and drug-free environment. Mariposa County recognizes that its employees and contractors have a responsibility to the public to deliver service in a safe and conscientious manner and that in order to achieve optimum safe and efficient job performance, its employees must be free from the effects of alcohol and other job-impairing substances.

It is Mariposa County's policy that its employees, contractors, and volunteers shall not be under the influence or in possession of alcohol or any unauthorized controlled substance while on County property, at identified work locations, or while on duty or assigned on-call duty, shall not utilize, sell or provide drugs or alcohol to any other employee or to any person while the employee is on duty, or shall not have their ability to work impaired as a result of the use of alcohol or drugs. This policy does not apply to authorized possession of a controlled substance or alcohol which occurs within the scope and duties of law enforcement employee duties.

Mariposa County provides public transit and paratransit services for the residents of Mariposa County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment and ensuring that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Mariposa County declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655 and 49 CFR Part 382 for the Federal Motor Carrier Safety Administration (FMCSA), as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result or test refusal. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of ~~urine and breath specimens~~drug and alcohol specimens.

Any provisions set forth in this policy that are included under the sole authority of Mariposa County and are not provided under the authority of the above-named Federal regulations are in [brackets.] Tests conducted under the sole authority of Mariposa County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full or part-time) when performing safety-sensitive[1] duties either under the Federal Transit Administration (FTA) or the Federal Motor Carriers Safety Administration (FMCSA) Regulations. Under the FTA, a safety-sensitive function is the operation of a public transit vehicle, including the operation of a revenue service vehicle (whether or not the vehicle is in the revenue service), maintenance of a revenue service vehicle, or equipment used in revenue service, security personnel who carry firearms, ~~dispatchers or person~~persons controlling the dispatch or movement of revenue service vehicles and any other transit employee who operates a non-revenue vehicle that requires~~is required to hold~~ a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles, and/or equipment used in revenue service. Supervisors are only safety-sensitive if they perform one of the above functions. Volunteers are considered safety-sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense. Under the FMCSA, a safety-sensitive function is the operation of a vehicle with a gross weight rating of 26,001 or more pounds or has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or is used to transport 16 or more passengers, including the driver; or is of any size and is used for the transportation of hazardous materials.

A list of safety-sensitive positions that perform one or more of the above-mentioned duties is provided in Attachment A.

C. DEFINITIONS

Actual Knowledge: (For FMCSA Agencies) Actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in §382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

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Adulterated Specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food preparation, or medication.

[1]. The term Safety-sensitive utilized in this document refers exclusively to only the positions designated and regulated by FMCSA or FTA. Safety-sensitive shall not be misconstrued as the other Safety-Sensitive definition, which refers to non-Department of Transportation (DOT) regulated positions as described in the cable employee organization drug testing policies and the Administration of Non-DOT Safety-Sensitive Employee Designation List Policy.

Alcohol Concentration is expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing; it is taken as a sample representing the whole specimen.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

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Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected or which is canceled. A canceled test is neither positive nor negative.

Clearinghouse: The FMCSA database that 49 CFR Part 382 requires employers and service agents to report information to and to query regarding CDL drivers who are subject to the DOT controlled substance and alcohol testing regulations.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

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Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test is performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee: An employee who performs a safety-sensitive function, including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

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Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Drug and Alcohol Program Manager (DAPM): An employee responsible for administrating the program, is responsible for record-keeping, preparation of the annual Management Information System (MIS) report, administering and scheduling the random testing process, and serving as the Designated Employer Representative (DER), or liaison with drug and alcohol testing service agents.

Department of Transportation (DOT), The Department, (DOT Agency): These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG) in the Department of Homeland Security is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute Specimen: A specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

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Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services.

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~~*Evidentiary*~~ *Evidential Breath Testing Device (EBT):* A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

FMCSA Accident: An occurrence involving a commercial motor vehicle operating on a public road in commerce and -

1. A loss of human life; or
2. bodily injury and immediately receives medical treatment away from the scene of the accident AND a citation was issued within 8 hours of the occurrence under State or local law for a moving violation arising from the accident; or
3. One or more motor vehicles incur disabling damage as the result of the occurrence, AND a citation was issued within 8 hours of the occurrence under State or local law for a moving violation arising from the accident.

FTA Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result—

1. An individual dies;
2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
3. One or more vehicles incur disabling damage as a result of the occurrence and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

FMCSA Safety-Sensitive Functions: All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include

1. all time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. all time inspecting equipment as required by §§392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. all time spent at the driving controls of a commercial motor vehicle in operation;
4. all time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of §393.76 of this subchapter);
5. all time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending to a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded; and
6. all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

FTA Safety-Sensitive Functions: Includes (a) the operation of a transit revenue service vehicle even when the vehicle is not in revenue service; (b) the operation of a non-revenue vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL); (c) maintaining a revenue service vehicle or equipment used in revenue service; (d) controlling the movement or dispatch of a revenue service vehicle and (e) carrying a firearm for security purposes. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles, and/or equipment used in revenue service. A list of safety-sensitive positions that perform one or more of the above-mentioned duties is provided in Attachment A. Supervisors are only safety-sensitive if they perform one

of the above functions. Volunteers are considered safety-sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense.

Initial Drug Test ~~(Screening Drug Test)~~: The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a ~~urine~~ specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS ~~Mandatory Guidelines~~ when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of ~~Subpart C of the~~ HHS ~~Mandatory Guidelines for Federal Workplace Drug Testing Programs~~ or, in the case of foreign laboratories, a laboratory approved for participation by DOT under ~~this part~~49 CFR Part 40.

Limit of Detection (LOD): The lowest concentration at which ~~a measurement can be identified, but (for quantitative assays) the concentration cannot be accurately calculated~~the analyte (e.g., drug or drug metabolite) can be identified.

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Limit of ~~Quantitation~~Quantificatrion Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the ~~measurand~~ analyte (e.g, drug or drug metabolite) can be accurately established.

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Medical Review Officer (MRO:) A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has the appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant biomedical information.

Negative Dilute: A drug test result that is negative for the five drug/drug metabolites but has creatinine or specific gravity values that are lower than expected for human urine.

Negative ~~Test~~ Result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class, and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative ~~Test Result~~specimen: A test result reported as adulterated, substitute, ~~invalid,~~ or positive for drug/drug metabolites, or invalid.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive ~~Test~~ Result: A drug test is the result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations. A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC or greater.

Primary specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary (''A'') specimen by the collector to distinguish it from the split (''B'') specimen, as defined in 49 CFR Part 40, as amended.

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Prohibited Drug: Marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result is reported for a split (Bottle B) specimen when the second HHS certified laboratory ~~is able to corroborate~~corroborates the original result reported for the primary (Bottle A) specimen.

Rejected for Testing: The result reported by an HHS-certified laboratory when no tests are performed for specimens because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles used for passenger transportation service.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

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Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary ("A") or split ("B") specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a "vial," "tube," or "bottle."

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Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee's request following MRO verification of the primary specimen as positive, adulterated or substituted.

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Split specimen collection: A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).~~*Split Specimen Collection*: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).~~

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Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at https://www.transportation.gov/odapc/sap with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

Substituted specimen: ~~A~~ An employees specimen not consistent with a normal human specimen, asn determined by HHS (e.g, a specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.)

Test Refusal: The following are considered a refusal to test should the employee:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- Fail to remain at the ~~testing~~ collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- Fail to attempt to provide a ~~breath or urine~~ specimen. An employee who does not provide a ~~urine or breath~~ specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- In the case of a directly-observed or monitored urine ~~drug~~ collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- Fail to provide a sufficient quantity of ~~urine or breath~~specimen without a valid medical explanation.
- Fail or decline to take ~~a second~~an additional test as directed by the collector or the employer for drug testing.
- Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- Fail to cooperate with any part of the testing process.
- Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection~~test~~.
- Possess or wear a prosthetic or other device used to tamper with the collection process.
- Admit to the adulteration or substitution of a specimen to the collector or MRO.
- Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- Fail to remain readily available following an accident.
- As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Undiluted (neat) oral fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine specimen: Urine collected from an employee at the collection site for the purpose of a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified Negative Test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified Positive Test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity Testing: The evaluation of the specimen to determine if it is consistent with normal human urine or oral fluid. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered~~The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.~~

D. EDUCATION AND TRAINING

For FMCSA Agencies: The County will provide educational materials that explain the requirements of Part 382 as well as this policy. The County will ensure that a copy of these materials is distributed to each driver prior to the start of alcohol and controlled substances testing and to each driver subsequently hired or transferred into a position requiring driving a commercial motor vehicle.

The materials to be made available to drivers shall include what is provided in this policy document in addition to a detailed discussion of the following:

1. Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management; and

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2. The requirement that the following personal information collected and maintained under this Part 382 and this policy shall be reported to the FMCSA Clearinghouse:

    a. A verified positive, adulterated, or substituted drug test result;
    b. An alcohol confirmation test with a concentration of 0.04 or higher;
    c. A refusal to submit to any test required by subpart C of this part;
    d. An employer's report of actual knowledge, as defined at §382.107:
    e. On-duty alcohol use pursuant to §382.205;
    f. Pre-duty alcohol use pursuant to §382.207;
    g. Alcohol use following an accident pursuant to §382.209; and
    h. Controlled substance use, pursuant to §382.213;
    i. A substance abuse professional (SAP as defined in §40.3 of this title) report of the successful completion of the return-to-duty process;
    j. A negative return-to-duty test; and
    k. An employer's report of completion of follow-up testing.

Every FTA-covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations, including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use, including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel or County officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Information on the signs, symptoms, health effects, and consequences of alcohol misuse is presented in Attachment B of this policy.

E. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

1. Illegally Used Controlled Substance or Drugs: Under the Drug-Free Workplace Act of 1988 and any drug or any substance identified in Schedule I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes but is not limited to, marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Enforcement Administration. Illegal use includes the use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp-related

products, which cause drug or drug metabolites to be present in the body above the minimum thresholds, is a violation of this policy. Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine, as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times due to DOT and Federal law.

2. Legal Drugs (including Alcohol): The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. [However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to their supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions. This information will be maintained in strict confidence.]

3. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, or candy) or any other substances containing alcohol in a manner that violates the conduct listed in this policy is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee just before, during, or just after the performance of safety-sensitive job functions. [Under ~~I~~County authority, a NON-DOT alcohol test can be performed any time a covered employee is on duty due to meeting reasonable suspicion criteria.]

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F. PROHIBITED CONDUCT

1. Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.

~~1. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.~~

2. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. [The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities].
3. The County shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
4. Each covered employee is prohibited from reporting to work or remaining on duty, requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater, regardless of when the alcohol was consumed.

   a. An employee with a breath alcohol concentration that measures 0.02-0.039 is not considered to have violated the USDOT drug and alcohol regulations, provided the employee hasn't consumed

the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT regulations require the employee to be removed from the performance of safety-sensitive duties until:

i. The employee's alcohol concentration measures less than 0.02 or
ii. FOR FTA-COVERED EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
iii. FOR FMCSA-COVERED EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than twenty-four hours following administration of the test.

b. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
c. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
d. [The County, under its own authority, also prohibits the consumption of alcohol all time the employee is on duty or anytime the employee is in uniform.]
e. Consistent with the Drug-Free Workplace Act of 1988, all covered employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace, including Transit Department premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug-Free Workplace Act of 1998, all employees are required to notify the *Department* management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in ~~section Q of~~ this policy.

H. TESTING REQUIREMENTS

~~Analytical urine drug testing and breath testing for alcohol~~Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40, as amended. All covered employees covered under FTA or FMCSA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in ~~Sections K, L, M, and N of~~ this policy, and return to duty/follow-up.

A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. [Under the County's authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.]

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with the County. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy. ~~All covered employees who have tested positive for drugs or alcohol will be tested prior to returning to duty after~~

~~completion of a USDOT-qualified Substance Abuse Professional's recommended treatment program and subsequent release to duty. Follow-up testing will also be conducted following return to duty for a period of one to five years, with at least six tests performed during the first year. The duration and frequency of the follow-up testing above the minimum requirements will be at the discretion of the Substance Abuse Professional.~~

~~A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Mariposa County. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in section Q of this policy.~~

I. DRUG TESTING PROCEDURES

Testing shall be conducted in a manner that assures a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities that have been approved by the U.S. Department of Health and Human Services (HHS). All testing will be conducted in a manner consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner, and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected ~~using the split specimen collection method~~as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at an HHS-certified laboratory. An initial drug screen and validity test will be conducted on the primary ~~urine~~ specimen. For those specimens that are not negative, a confirmatory ~~Gas Chromatography/Mass Spectrometry (GC/MS) test or Liquid Chromatography/Mass Spectrometry (LC/MS)~~ test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the ~~GC/MS or LC/MS~~confirmatory test ~~are above~~is at or above the minimum thresholds established in 49 CFR Part 40, as amended.

The test results from the HHS-certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for the confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory test result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be

verified positive or refusal to test and reported to the County. If a legitimate explanation is found, the MRO will report the result as negative. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documental facts that were beyond the control of the employee. The County will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample; [however, the County may seek reimbursement for the split sample test from the employee if the re-test comes back positive.]

If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year, and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

Observed collections: Consistent with 49 CFR Part 40, as amended, collection under direct observation ~~(by a person of the same gender)~~ with no advance notice will occur if:

1. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the DAPM that there was not an adequate medical explanation for the result;
2. The MRO reports to the DAPM that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed;
3. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1));
4. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

5. The temperature on the original specimen was out of range (see §40.65(b)(5));
6. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (see §40.65(c)(1));
7. All follow-up-tests; or
8. All return-to-duty tests.

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

J. ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices." Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids." If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test and the subsequent results and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and the validity of the test result.

~~An employee who has a~~A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test ~~are described in Section Q of this~~and in violation of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours [or for the duration of the work day, whichever is longer] and will be subject to the consequences described in ~~Section Q of~~ this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

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Mariposa County affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a canceled test.

The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA/FMCSA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

All applicants for covered transit positions shall undergo ~~urine~~ drug testing prior to the performance of a safety-sensitive function.

1. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant or current employee shall not be placed, transferred, or promoted into a safety-sensitive position unless the applicant takes a drug test with verified negative results.

    a. *Applicants (non-Mariposa Employees):* If ~~Employment~~ employment applicants not presently employed by Mariposa County fail a pre-employment test, the conditional offer of employment shall be rescinded, [and the employee will be ineligible for employment in a DOT-covered position with the County for at least one (1) year.] The employee will also be referred to a list of at least two (2) USDOT-qualified Substance Abuse Professionals (SAP). Before being considered for future employment in a DOT-covered position, the applicant must provide the employer proof of having successfully completed a referral, evaluation, and treatment plan as described in section 655.62 of subpart G. [The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.]

    b. *Current Mariposa County Employees:* When an employee is placed, transferred, or promoted from a non-covered position to a covered position and submits a drug test with a verified positive result, the conditional offer of employment shall be rescinded, resulting in the employee's remaining in their pre-conditional offer position. In addition to the following:

        i. [If the verified positive result IS due to a marijuana metabolite (THCA) specific test, the employee will be ineligible for employment in a DOT-covered position for at least one (1) year.] The employee will be provided a list of at least two (2) USDOT-qualified Substance Abuse Professionals (SAP) for rehabilitation. Before being considered for future employment in a DOT-covered position, the applicant must provide the County proof of having completed a referral, evaluation, and treatment plan as described in section 49 CFR § 655.62 of subpart G. [The cost for the assessment and any subsequent treatment will be the sole responsibility of the employee. The employee may be subject to discipline or a last-chance agreement when in compliance with ~~with~~ *California AB-2188, Discrimination in employment: use of cannabis bill.*]

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ii. [If the verified positive result is NOT due to a marijuana metabolite (THCA) specific test, the employee will be ineligible for employment in a DOT-covered position for at least one (1) year.] The employee who tests positive for any USDOT prohibited drugs will ~~also~~ be referred to a list of at least two (2) USDOT-qualified Substance Abuse Professionals (SAP) ~~for rehabilitation~~. Before being considered for future employment in a DOT-covered position, the applicant must provide the employer proof of having completed a referral, evaluation, and treatment plan as described in section 49 CFR § 655.62 of subpart G. [The employee may be subject to discipline or a Last-Chance Agreement in place of discipline per the applicable employee organization-specific drug testing policy.] *(Employees desiring to return to a DOT-covered position will need to comply with the return-to-work requirements of [both the employee union organization's drug testing policy and] this policy).*

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2. If a pre-employment/pre-transfer test is canceled, the DAPM will require the applicant to take and pass another pre-employment drug test.

3. Both FTA and FMCSA have different criteria in which a covered employee is required to perform a pre-employment drug test as follows:

   a. *FTA-Covered Employees:* In instances where an FTA-covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

   b. *FMCSA-Covered Employees:* In instances when a FMCSA-covered employee does not perform a safety-sensitive function for a period of 30 consecutive days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a USDOT pre-employment drug test under 49 CFR Part 382 and have negative test results prior to the conduct of safety-sensitive job functions.

4. An applicant with a dilute negative test result will be required to retest. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

5. Applicants are required (even if ultimately not hired) to provide Mariposa County with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years, [in addition to

authorization to be added to the Pre-Employment Screening Program (PSP) system and~~,~~ ~~FMCSA Clearing House and~~ drivers record monitoring software.] Failure to do so will result in the employment offer being rescinded. All applicants for FMCSA-covered positions are added or checked in the FMCSA Clearinghouse. Mariposa County is required to ask all applicants to safety-sensitive positions (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT-covered employer within the last two years If the applicant has tested positive or refused to test on a pre-employment test for a USDOT-covered employer, the applicant must provide the DAPM proof of having successfully completed a referral, evaluation and treatment plan as described in section 49 CFR § 655.62 of subpart G .

6. FMCSA Drug Testing Exceptions
A driver is not required to undergo a pre-employment test if:

   a. The driver has participated in a DOT testing program within the previous 30 days; and
   b. While participating in that program, either:
      i. Was drug tested within the past six months (from the date of application with the employer), or
      ii. Participated in the random drug testing program for the previous 12 months (from the date of application with the employer); and
   c. The County can ensure that no prior employer of the driver of whom the County has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months

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L. REASONABLE SUSPICION TESTING

All County covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. [However, under the County's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty.] A reasonable suspicion drug test can be performed any time the covered employee is on duty.

[The DAPM shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of

those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in ~~Section Q of~~ this policy.]

A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the ~~management, and~~management and shall be attached to the forms reporting the test results. (See Attachment D)

[When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the misuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred to for an assessment. The Department Head shall place the employee on administrative leave in accordance with the provisions set forth under ~~Section Q of~~ this policy. Testing in this circumstance would be performed under the direct authority of the County. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority~~]~~. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in ~~Sections L through N of~~ this policy or the associated consequences ~~as specified in Section Q~~.]

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M. POST ACCIDENT TESTING

All covered employees will be required to undergo urine and breath testing if they are involved in an accident as defined in Section C of this policy.

1. *FTA Fatal Accident* - ~~All FTA~~An FTA covered employee will be required to undergo drug and alcohol testing~~s~~ if they were involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service at the time of the accident that results in a fatality ~~will be tested,~~. This will include ~~including~~ all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident as determined by the employer using the best information available at the time of the decision.
2. *FMCSA Fatal Accident* - As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee who was performing safety-sensitive functions with respect to the vehicle.~~All FMCSA covered drivers who were performing safety-sensitive functions with respect to the vehicle involved in an accident with a commercial motor vehicle operating on a public road in commerce that results in a fatality will be tested.~~
3. *FTA Non-Fatal Accident* - A FTA post-accident test of the operator will be conducted if an accident occurs and at least one of the following conditions is met:

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a. The accident results in injuries requiring immediate medical treatment away for the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

4. *FMCSA Non-Fatal Accident* - As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:
    a. The accident results in injuries requiring immediate medical treatment away from the scene; or
    b. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

1. The accident results in injuries requiring immediate medical treatment away from the scene; or
2. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an accident, as defined in this policy, the supervisor investigating the accident will notify the covered employee(s) operating of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that the County is unable to perform an FTA/FMCSA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), The County may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA/FMCSA test. The local law enforcement officials must have independent authority for the test, and the employer must obtain the results in conformity with local law.

N. RANDOM TESTING

1. All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
2. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
3. The number of employees randomly selected for drug/alcohol testing during the calendar year shall not be less than the percentage rates set each year by the FTA/FMCSA administrator. The current year testing rates can be viewed online at https://www.transportation.gov/odapc/random-testing-rates.
4. Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
5. Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random testing pool of employees that are included under FMCSA authority.
6. Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety-sensitive duty. Testing can occur during the beginning, middle, or end of an employee's shift.
7. Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by a Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the Return-to-Duty test only when the employee has successfully completed the treatment requirement and is known to be drug-and-alcohol-free and there are no undo concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both. All return to duty drug testing will be conducted under directly observed conditions.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing. All follow-up drug testing will be conducted under directly observed conditions. [In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations, will be conducted under County authority and will be performed using non-DOT testing forms.]

Q. RESULT OF DRUG/ALCOHOL TEST

Any covered employee who has a verified positive drug or alcohol test with BAC 0/04 or above or refuses to test will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and referred to a list of USDOT-qualified Substance Abuse Professionals (SAPs) for assessment. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP and the employer.

Other than pre-employment testing, a drug test with the result of negative dilute will not be retested.

A positive drug and/or alcohol test will also result in disciplinary action as specified herein:

1. As soon as practicable after receiving notice of a verified positive drug test result, a confirmed positive alcohol test result, or a test refusal, the County Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing any safety-sensitive function.

2. The employee shall be referred to a list of DOT-qualified Substance Abuse Professionals (SAPs) for an assessment. The SAP will evaluate each employee to determine what assistance the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.
3. Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result [and a direct act of insubordination and may result in termination] and referral to a list of USDOT-qualified SAPs. A test refusal is defined as ~~includes~~ the following circumstances.

    a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
    b. Fails to remain at the ~~testing~~ collection site until the testing process is complete; an employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test;
    c. Fails to attempt to provide a ~~urine or breath~~ specimen ~~for any drug or alcohol test required by Part 40 or DOT agency regulations;~~. An employee who does not provide a ~~urine or breath~~ specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test;
    d. In the case of a directly observed or monitored urine collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;
    e. Fails to provide a sufficient ~~amount of urine or breath~~quantity of specimen without a valid medical explanation;
    f. Fails or declines to take ~~a second~~an additional test as directed by the collector or the employer for drug testing;
    g. Fails to undergo a medical examination or evaluation, as directed by the MRO or as directed by the DER;
    h. Fails to cooperate with any part of the testing process;
    i. If the MRO reports that there is verified adulterated or substituted test result;
    j. Failure or refusal to sign Step 2 of the alcohol testing form;
    k. Failure to follow the observer's instructions during an observed collection including instructions to raise and lower ~~your~~ clothing ~~above the waist, lower clothing and underpants~~, and to turn around ~~to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process~~during a directly observed urine collection;
    l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process;
    m. Admit to the collector or MRO that you adulterated or substituted the specimen;
    n. Fail to remain readily available following an accident.

4. [For the first instance of a verified positive test from a sample submitted as the result of a random, drug/alcohol test (> 0.04 BAC), disciplinary action against the employee shall include]:

a. Mandatory referral to a Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a Return-to-Work Agreement (See Attachment C).
b. [Failure to execute or remain compliant with the Return-to-Work Agreement shall result in termination from employment]. *(Compliance with the Return-to-Work Agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in section P of this policy.)*
c. [Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.]
d. [A periodic unannounced follow-up drug/alcohol test that results in a verified positive shall result in termination from employment.]

5. [The second instance of a verified positive drug or alcohol (> 0.04 BAC) test result, or test refusal, on any type of test for an employee who has returned to work following an initial positive random test shall result in termination from employment].
6. An alcohol test result of ≥0.02 to ≤0.039 BAC shall result in the removal of the employee from duty for 8 hours [or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a non-DOT alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of >0.02 to <0.039 two or more times within a six-month period, the employee will be removed from duty and referred to for assessment and treatment consistent with ~~Section Q of~~ this policy.]
7. [The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. The employee will be permitted to take accrued sick leave or administrative leave to participate in the prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the employee has successfully completed the required treatment program and has been released to return to duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.]
8. [In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:]
    a. [Mandatory referral to an employer-approved counseling professional for assessment, formulation of a treatment plan, and execution of a Return-to-Work Agreement;]
    b. [Failure to execute or remain compliant with the Return-to-Work Agreement shall result in termination from employment. Compliance with the Return-to-Work Agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the ~~SAP~~ counseling professional the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in ~~Section P of~~ this policy;]

c. [Refusal to submit to periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the self-referral or management-referral return to work agreement will be conducted under County authority and will be performed using non-DOT testing forms.]
d. [A self-referral or a management referral to the employer approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in ~~Section Q of~~ this policy.]
e. [Periodic unannounced follow-up drug/alcohol tests conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test in relation to the progressive discipline defined in ~~Section Q of~~ this policy.]
f. [A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Mariposa County.]
g. [A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing].

9. [Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.]

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

[Mariposa County is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisor/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regards to subordinates, shall be subject to disciplinary action, up to and including termination.]

T. INFORMATION DISCLOSURE

Drug/alcohol testing records shall be maintained by the County Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

1. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol, including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records, such as equipment calibration records and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
2. Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, Department Supervisor, and Personnel Manager on a need-to-know basis.

3. Records will be released to a subsequent employer only upon receipt of a written request from the employee.
4. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding. The information will only be released with binding stipulations from the decision maker, who will make it available only to the parties in the proceeding.
5. Records will be released to the National Transportation Safety Board during an accident investigation.
6. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
7. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
8. Records will be released if requested by a Federal, State or local safety agency with regulatory authority over Mariposa County or the employee.
9. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken.
10. In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

U. SYSTEM CONTACTS

Employees or any other interested party should direct questions concerning employee rights and obligations under this policy or any other aspect of Mariposa County's drug-free and alcohol-free workplace commitment to one of the following County representatives.

Mariposa County Drug and Alcohol Program Manager (DAPM)
Senior Administrative Analyst, Human Resources
P.O. Box 1917
Mariposa, CA 95338
Telephone: 209-742-1379
FAX: 209-742-1378

Designated Employer Representative (DER)
County Administrative Officer, Assistant County Administrative Officer, County Counsel/Risk Manager
Mariposa County
P.O. Box 1917

Mariposa, CA. 95338
Telephone: 209-742-1379
FAX: 209-742-1378

Medical Review Officer

MRO Express

Philip A. Lopez, M.D. (or other contracted Medical Review Officer)

Medical Review Officer
3501 SW 18th Ave.
Miramar, FL 33029
Telephone: 954-592-8912

Third Party Administrator

Drugtech Toxicology Service, Jill Craig-Owner
P.O. Box 156
Ahwahnee, CA. 93601
Telephone: 209-966-6454 or 1-800-362-0614
FAX: 209-966-6453

MARC HUGHES - *Substance Abuse Provider*
1254 S Waterman Ave Ste 43
San Bernardino , CA 92408
(909)610-0931

V. REVISION OF COVERED CLASSIFICATIONS

The following steps provide the process for adding or removing classifications from the Covered Employee Classifications list shown above (the bottom row of the table).

1. All changes will comply with Covered Employee Categories criteria (FMCSA/FTA), provided in the first row of the *Attatchment A, Covered Classifications*.
2. Union representatives shall receive initial notice when a classification has been identified as meeting the aforementioned criteria (Covered Employee Categories) and incumbants will be provided 30 days' notice to respond if desired.
3. After the 30-day notice period, *Attatchemnt E, Covered Classifications and Revision Table and Attatchment A, Covered Classifications*. *Attatchment E* will be revised with all prior changes included from the most recent to least recent order.

Creation Date: 6/18/1996 (B/S Res No 96-280)
Revised: 9/9/1997 (B/S Res No 97-366); 5/9/2006 (B/S Res No 06-169); 6/14/2016 (B/S Res No 16-275)
8/14/2018 (B/S Res No 18-397); 3/16/2021 (B/S Res. No. 21-131); 11/05/2024 (B/S Res. No 24-503)

ATTACHMENT A:
COVERED CLASSIFICATIONS

The following table provides an overview of the acceptability of FMCSA and FTA requirements and how they relate to current functions/positions within the County. The bottom row of the table lists covered County classifications that are required to follow FMCSA, FTA, or both regulations.

	FMCSA	FTA	FMCSA/FTA
Covered Employee Categories	A person who *operates (i.e., drives)* a Commercial Motor Vehicle (CMV) with a gross vehicle weight rating (gvwr) of 26,001 or more pounds; or is designed to transport 16 or more occupants (to include the driver); or is of any size and is used in the transport of hazardous materials that require the vehicle to be placarded.[2]	49 CFR Part 655 Covered employee: (1) operating ~~a person who operates~~ a revenue service vehicle, whether in service or not (2) operating a non-revenue service vehicle that requires a CDL, (3) controlling ~~controls~~ the dispatch or movement of a revenue service vehicle, (4) maintaining ~~maintains~~ a revenue service vehicle or equipment used in revenue service, or (5) carrying~~carries~~ a firearm for security purposes.[3]	
Employee Categories (For reporting Purposes)	Driver	Revenue Vehicle Operation; Revenue Vehicle and Equipment Maintenance; Revenue Vehicle Control/Dispatch; CDL/NonRevenue Vehicle; Armed Security Personnel.	Employees covered under both FTA and FMCSA are typically mechanics or fleet managers who are required to hold a Commercial Driver's license and perform maintenance on all County vehicles.

[2] https://www.transportation.gov/odapc/employees_covered_under_DOT_testing_regulation_49_CFR_Part_40
[3] https://www.transportation.gov/odapc/employees_covered_under_DOT_testing_regulation_49_CFR_Part_40

Covered Employee Classifications	Public Works Superintendent Equipment Operator – Solid Waste Maintenance and Construction Supervisor – Roads Maintenance Worker I-Roads Maintenance Worker II—Roads Maintenance Worker III—Roads Maintenance Worker I – Solid Waste Maintenance Worker II – Solid Waste Maintenance Worker III – Solid Waste Solid Waste and Recycling Manager	Program Assistant/Dispatcher Medical Transportation Driver Transit System Bus Driver	Fleet Manager Equipment Mechanic/Heavy Equipment Mechanic Equipment Mechanic Supervisor

ATTACHMENT B:
ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6-ounce glass] over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)

- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol related)

Social Issues

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- Forty percent of family court cases are alcohol problem related.
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population.
- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

ATTACHMENT C:
RETURN-TO-WORK AGREEMENT

This AGREEMENT is entered into on the date last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "EMPLOYEE", in consideration of County's agreement to continue employment subsequent to the post-rehabilitation of Employee subject to Employee's agreement to the following:

1. To abstain from the manufacture, distribution, possession or use of illegal drugs at any time.
2. Not to report to work under the influence of illegal drugs or alcohol and not to possess or consume illegal drugs or alcohol while at work or working.
3. To devote my best efforts to an earnest and sincere effort at rehabilitation and to follow my counselor's and therapist's directions and recommendations.
4. To authorize persons involved in counseling, diagnosing, and treating me to disclose to my employer my progress and cooperation, my drug and alcohol use, and any dangers they perceive in connection with the performance of my job duties.
5. To cooperate in a test of my breath, blood, or urine for evidence of alcohol/drug use on completion of rehabilitation.
6. To cooperate in a minimum of six (6) unannounced follow-up tests of my breath, blood or urine for evidence of alcohol/drug use for a period of at least twelve (12) months following reinstatement to my job and, for additional testing as determined by a substance abuse professional for an additional 48 months of safety-sensitive duty following this first 12-month period.

I understand and agree that I am responsible for payment of all costs associated with my re-entry rehabilitation program and any required associated follow-up drug and alcohol testing. I understand and agree that I will be terminated from my employment with Mariposa County if I violate or revoke any part of this Agreement and also understand that after this Return-to-Work Agreement lapses and I test positive from any further drug/alcohol test, I will be terminated.

Further, I understand that this Agreement is not a guarantee of employment and that I may be terminated for lack of work, attendance or performance problems, future violations or other reasons, notwithstanding my compliance with this Agreement.

_____ _____
Signature of Employee Date

_____ _____
Signature of Department Head Date

_____ _____
(Printed name of Department Head) Date

ATTACHMENT D:
OBSERVED BEHAVIOR - REASONABLE SUSPICION RECORD

Employee Name: _____ **Department:** _____

Area of Observations: _____ **Date/Time:** _____

Date of Observations: _____ **Time of Observations:** _____ **(am/pm)**

Only a County manager or Supervisor trained by CFR 49, Sec. 382.603 may complete this form regarding any employee whose behavior indicates the possible use/misuse of alcohol and/or a controlled substance.

RECORD OF OBSERVATIONS

Reasonable suspicion determined for: _____Alcohol _____Controlled Substances

1. APPEARANCE: Eyes_____ Clothing_____ Face_____ Hair_____ Cleanliness_____ Alertness_____

Describe remarks listed above:

_____

_____

_

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

==========

2. BEHAVIOR: Normal_____ Irritable_____ Mood Swings_____ Confused_____ Lethargic_____ Excited_____ Depressed_____ Excessive Gaiety_____ Confrontational_____ Staggers_____ Sways/Leans_____

Describe behavior:

_____

_____

_____

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

==========

3. SPEECH: Normal_____ Slow_____ Deliberate_____ Confused_____ Exaggerated_____ Loud_____ Soft_____

Describe Speech:

_____

_____

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

==========

4. ODORS: Normal_____ Body_____ Clothing_____ Breath_____ Masked_____

Describe Odors:

_____

_____

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

==========

5. OTHER INDICATORS of controlled substances and/or alcohol abuse. Specify and describe:

_____

_____

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

==========

OBSERVED BY:

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

(Second observer optional)

ATTACHMENT E:
COVERED CLASSIFICATIONS REVISION TABLE

Notification of employee organization date:	
Notification of employee organization date:	
Notification of department head date:	
Reason and description of the change:	
Final Action and Date:	
Director of Human Resources:	
Director of Human Resources (Signature):	

MARIPOSA COUNTY DRUG AND ALCOHOL TESTING POLICY FOR DEPARTMENT OF TRANSPORTATION REGULATED POSITIONS

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A. STATEMENT OF PURPOSE AND POLICY OBJECTIVES

The Mariposa County ("County") Board of Supervisors is committed to preventing all substance abuse and its effects in the workplace and to maintaining an alcohol and drug-free environment. Mariposa County recognizes that its employees and contractors have a responsibility to the public to deliver service in a safe and conscientious manner and that in order to achieve optimum safe and efficient job performance, its employees must be free from the effects of alcohol and other job-impairing substances.

It is Mariposa County's policy that its employees, contractors, and volunteers shall not be under the influence or in possession of alcohol or any unauthorized controlled substance while on County property, at identified work locations, or while on duty or assigned on-call duty, shall not utilize, sell or provide drugs or alcohol to any other employee or to any person while the employee is on duty, or shall not have their ability to work impaired as a result of the use of alcohol or drugs. This policy does not apply to authorized possession of a controlled substance or alcohol which occurs within the scope and duties of law enforcement employee duties.

Mariposa County provides public transit and paratransit services for the residents of Mariposa County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment and ensuring that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Mariposa County declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655 and 49 CFR Part 382 for the Federal Motor Carrier Safety Administration (FMCSA), as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result or test refusal. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of drug and alcohol specimens.

Any provisions set forth in this policy that are included under the sole authority of Mariposa County and are not provided under the authority of the above-named Federal regulations are in [brackets.] Tests conducted under the sole authority of Mariposa County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

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B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full or part-time) when performing safety-sensitive[1] duties either under the Federal Transit Administration (FTA) or the Federal Motor Carrier Safety Administration (FMCSA) Regulations. Under the FTA, a safety-sensitive function is the operation of a public transit vehicle, including the operation of a revenue service vehicle (whether or not the vehicle is in the revenue service), maintenance of a revenue service vehicle, or equipment used in revenue service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any other transit employee who operates a non-revenue vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles, and/or equipment used in revenue service. Supervisors are only safety-sensitive if they perform one of the above functions. Volunteers are considered safety-sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense. Under the FMCSA, a safety-sensitive function is the operation of a vehicle with a gross weight rating of 26,001 or more pounds or has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or is used to transport 16 or more passengers, including the driver; or is of any size and is used for the transportation of hazardous materials.

A list of safety-sensitive positions that perform one or more of the above-mentioned duties is provided in Attachment A.

C. DEFINITIONS

Actual Knowledge: (For FMCSA Agencies) Actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in §382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

Adulterated Specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food preparation, or medication.

[1]. The term Safety-sensitive utilized in this document refers exclusively to only the positions designated and regulated by FMCSA or FTA. Safety-sensitive shall not be misconstrued as the other Safety-Sensitive definition, which refers to non-Department of Transportation (DOT) regulated positions as described in the cable employee organization drug testing policies and the Administration of Non-DOT Safety-Sensitive Employee Designation List Policy.

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Alcohol Concentration is expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing; it is taken as a sample representing the whole specimen.

Alternate specimen: An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected or which is canceled. A canceled test is neither positive nor negative.

Clearinghouse: The FMCSA database that 49 CFR Part 382 requires employers and service agents to report information to and to query regarding CDL drivers who are subject to the DOT controlled substance and alcohol testing regulations.

Collection Site: A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test is performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee: An employee who performs a safety-sensitive function, including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Cutoff: The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Drug and Alcohol Program Manager (DAPM): An employee responsible for administrating the program, is responsible for record-keeping, preparation of the annual Management Information System (MIS) report, administering and scheduling the random testing process, and serving as the Designated Employer Representative (DER), or liaison with drug and alcohol testing service agents.

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Department of Transportation (DOT), The Department, (DOT Agency): These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG) in the Department of Homeland Security is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute Specimen: A specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Employee: Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under 49 CFR Part 40, the term employee has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services.

Evidential Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

FMCSA Accident: An occurrence involving a commercial motor vehicle operating on a public road in commerce and -

1. A loss of human life; or
2. bodily injury and immediately receives medical treatment away from the scene of the accident AND a citation was issued within 8 hours of the occurrence under State or local law for a moving violation arising from the accident; or
3. One or more motor vehicles incur disabling damage as the result of the occurrence, AND a citation was issued within 8 hours of the occurrence under State or local law for a moving violation arising from the accident.

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FTA Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result—

1. An individual dies;
2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
3. One or more vehicles incur disabling damage as a result of the occurrence and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

FMCSA Safety-Sensitive Functions: All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include

1. all time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. all time inspecting equipment as required by §§392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. all time spent at the driving controls of a commercial motor vehicle in operation;
4. all time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of §393.76 of this subchapter);
5. all time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending to a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded; and
6. all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

FTA Safety-Sensitive Functions: Includes (a) the operation of a transit revenue service vehicle even when the vehicle is not in revenue service; (b) the operation of a non-revenue vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL); (c) maintaining a revenue service vehicle or equipment used in revenue service; (d) controlling the movement or dispatch of a revenue service vehicle and (e) carrying a firearm for security purposes. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles, and/or equipment used in revenue service. A list of safety-sensitive positions that perform one or more of the above-mentioned duties is provided in Attachment A. Supervisors are only safety-sensitive if they perform one

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of the above functions. Volunteers are considered safety-sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense.

Initial Drug Test: The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid.

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

Limit of Detection (LOD): The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

Limit of Quantification (LOQ): For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g, drug or drug metabolite) can be accurately established.

Medical Review Officer (MRO:) A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has the appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant biomedical information.

Negative Dilute: A drug test result that is negative for the five drug/drug metabolites but has creatinine or specific gravity values that are lower than expected for human urine.

Negative Result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class, and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative specimen: A test result reported as adulterated, substitute, or positive for drug/drug metabolites, or invalid.

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Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive Result: A drug test is the result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations. A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC or greater.

Primary specimen: In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary (''A'') specimen by the collector to distinguish it from the split (''B'') specimen, as defined in 49 CFR Part 40, as amended.

Prohibited Drug: Marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result is reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

Rejected for Testing: The result reported by an HHS-certified laboratory when no tests are performed for specimens because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles used for passenger transportation service.

Specimen: Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

Specimen Bottle: The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary ("A") or split ("B") specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a "vial," "tube," or "bottle."

Split Specimen: In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee's request following MRO verification of the primary specimen as positive, adulterated or substituted.

Split specimen collection: A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

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Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at https://www.transportation.gov/odapc/sap with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

Substituted specimen: An employees specimen not consistent with a normal human specimen, asn determined by HHS (e.g, a specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.)

Test Refusal: The following are considered a refusal to test should the employee:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- Fail to provide a sufficient quantity of specimen without a valid medical explanation.
- Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
- Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- Fail to cooperate with any part of the testing process.
- Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
- Possess or wear a prosthetic or other device used to tamper with the collection process.
- Admit to the adulteration or substitution of a specimen to the collector or MRO.
- Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- Fail to remain readily available following an accident.
- As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Undiluted (neat) oral fluid: An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

Urine specimen: Urine collected from an employee at the collection site for the purpose of a drug test.

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Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified Negative Test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified Positive Test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity Testing: The evaluation of the specimen to determine if it is consistent with normal human urine or oral fluid. Specimen validity testing will be conducted on all specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered

D. EDUCATION AND TRAINING

For FMCSA Agencies: The County will provide educational materials that explain the requirements of Part 382 as well as this policy. The County will ensure that a copy of these materials is distributed to each driver prior to the start of alcohol and controlled substances testing and to each driver subsequently hired or transferred into a position requiring driving a commercial motor vehicle.

The materials to be made available to drivers shall include what is provided in this policy document in addition to a detailed discussion of the following:

1. Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management; and

2. The requirement that the following personal information collected and maintained under this Part 382 and this policy shall be reported to the FMCSA Clearinghouse:

    a. A verified positive, adulterated, or substituted drug test result;
    b. An alcohol confirmation test with a concentration of 0.04 or higher;
    c. A refusal to submit to any test required by subpart C of this part;
    d. An employer's report of actual knowledge, as defined at §382.107:
    e. On-duty alcohol use pursuant to §382.205;
    f. Pre-duty alcohol use pursuant to §382.207;
    g. Alcohol use following an accident pursuant to §382.209; and
    h. Controlled substance use, pursuant to §382.213;

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i. A substance abuse professional (SAP as defined in §40.3 of this title) report of the successful completion of the return-to-duty process;
j. A negative return-to-duty test; and
k. An employer's report of completion of follow-up testing.

Every FTA-covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations, including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use, including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel or County officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Information on the signs, symptoms, health effects, and consequences of alcohol misuse is presented in Attachment B of this policy.

E. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

1. Illegally Used Controlled Substance or Drugs: Under the Drug-Free Workplace Act of 1988 and any drug or any substance identified in Schedule I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes but is not limited to, marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Enforcement Administration. Illegal use includes the use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp-related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds, is a violation of this policy. Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine, as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times due to DOT and Federal law.

2. Legal Drugs (including Alcohol): The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. [However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to their supervisor and the employee is required to provide a written

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release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions. This information will be maintained in strict confidence.]

3. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, or candy) or any other substances containing alcohol in a manner that violates the conduct listed in this policy is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee just before, during, or just after the performance of safety-sensitive job functions. [Under County authority, a NON-DOT alcohol test can be performed any time a covered employee is on duty due to meeting reasonable suspicion criteria.]

F. PROHIBITED CONDUCT

1. Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
2. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. [The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities].
3. The County shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
4. Each covered employee is prohibited from reporting to work or remaining on duty, requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater, regardless of when the alcohol was consumed.

    a. An employee with a breath alcohol concentration that measures 0.02-0.039 is not considered to have violated the USDOT drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT regulations require the employee to be removed from the performance of safety-sensitive duties until:
        i. The employee's alcohol concentration measures less than 0.02 or
        ii. FOR FTA-COVERED EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
        iii. FOR FMCSA-COVERED EMPLOYEES: The start of the employee's next regularly scheduled duty period, but not less than twenty-four hours following administration of the test.
    b. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
    c. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

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d. [The County, under its own authority, also prohibits the consumption of alcohol all time the employee is on duty or anytime the employee is in uniform.]
e. Consistent with the Drug-Free Workplace Act of 1988, all covered employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace, including Transit Department premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug-Free Workplace Act of 1998, all employees are required to notify the *Department* management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

H. TESTING REQUIREMENTS

Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40, as amended. All covered employees covered under FTA or FMCSA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.

A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. [Under the County's authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.]

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with the County. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

I. DRUG TESTING PROCEDURES

Testing shall be conducted in a manner that assures a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities that have been approved by the U.S. Department of Health and Human Services (HHS). All testing will be conducted in a manner consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner, and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at an HHS-certified

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laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test is at or above the minimum thresholds established in 49 CFR Part 40, as amended.

The test results from the HHS-certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for the confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory test result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the County. If a legitimate explanation is found, the MRO will report the result as negative. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documental facts that were beyond the control of the employee. The County will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample; [however, the County may seek reimbursement for the split sample test from the employee if the re-test comes back positive.]

If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year, and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

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Observed collections: Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:

1. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the DAPM that there was not an adequate medical explanation for the result;
2. The MRO reports to the DAPM that the original positive, adulterated, or substituted test result had to be canceled because the test of the split specimen could not be performed;
3. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1));
4. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
5. The temperature on the original specimen was out of range (see §40.65(b)(5));
6. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (see §40.65(c)(1));
7. All follow-up-tests; or
8. All return-to-duty tests.

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

J. ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices." Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids." If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test and the subsequent results and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and the validity of the test result.

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A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test and in violation of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours [or for the duration of the work day, whichever is longer] and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

Mariposa County affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a canceled test.

The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA/FMCSA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

All applicants for covered transit positions shall undergo drug testing prior to the performance of a safety-sensitive function.

1. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant or current employee shall not be placed, transferred, or promoted into a safety-sensitive position unless the applicant takes a drug test with verified negative results.

    a. *Applicants (non-Mariposa Employees):* If employment applicants not presently employed by Mariposa County fail a pre-employment test, the conditional offer of employment shall be rescinded, [and the employee will be ineligible for employment in a DOT-covered position with the County for at least one (1) year.] The employee will also be referred to a list of at least two (2) USDOT-qualified Substance Abuse Professionals (SAP). Before being considered for future employment in a DOT-covered position, the applicant must provide the employer proof of having successfully completed a referral, evaluation, and treatment plan as described in section 655.62 of subpart G. [The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.]

    b. *Current Mariposa County Employees:* When an employee is placed, transferred, or promoted from a non-covered position to a covered position and submits a drug test with a verified positive result, the conditional offer of employment shall be rescinded, resulting in the employee's remaining in their pre-conditional offer position. In addition to the following:

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i. [If the verified positive result IS due to a marijuana metabolite (THCA) specific test, the employee will be ineligible for employment in a DOT-covered position for at least one (1) year.] The employee will be provided a list of at least two (2) USDOT-qualified Substance Abuse Professionals (SAP) for rehabilitation. Before being considered for future employment in a DOT-covered position, the applicant must provide the County proof of having completed a referral, evaluation, and treatment plan as described in section 49 CFR § 655.62 of subpart G. [The cost for the assessment and any subsequent treatment will be the sole responsibility of the employee. The employee may be subject to discipline or a last-chance agreement when in compliance with *California AB-2188, Discrimination in employment: use of cannabis bill.*]

ii. [If the verified positive result is NOT due to a marijuana metabolite (THCA) specific test, the employee will be ineligible for employment in a DOT-covered position for at least one (1) year.] The employee who tests positive for any USDOT prohibited drugs will be referred to a list of at least two (2) USDOT-qualified Substance Abuse Professionals (SAP). Before being considered for future employment in a DOT-covered position, the applicant must provide the employer proof of having completed a referral, evaluation, and treatment plan as described in section 49 CFR § 655.62 of subpart G. [The employee may be subject to discipline or a Last-Chance Agreement in place of discipline per the applicable employee organization-specific drug testing policy.] *(Employees desiring to return to a DOT-covered position will need to comply with the return-to-work requirements of [both the employee union organization's drug testing policy and] this policy).*

2. If a pre-employment/pre-transfer test is canceled, the DAPM will require the applicant to take and pass another pre-employment drug test.

3. Both FTA and FMCSA have different criteria in which a covered employee is required to perform a pre-employment drug test as follows:

   a. *FTA-Covered Employees:* In instances where an FTA-covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

   b. *FMCSA-Covered Employees:* In instances when a FMCSA-covered employee does not perform a safety-sensitive function for a period of 30 consecutive days or more

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regardless of reason, and during that period is not in the random testing pool, the employee will be required to take a USDOT pre-employment drug test under 49 CFR Part 382 and have negative test results prior to the conduct of safety-sensitive job functions.

4. An applicant with a dilute negative test result will be required to retest. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

5. Applicants are required (even if ultimately not hired) to provide Mariposa County with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years, [in addition to authorization to be added to the Pre-Employment Screening Program (PSP) system and drivers record monitoring software.] Failure to do so will result in the employment offer being rescinded. All applicants for FMCSA-covered positions are added or checked in the FMCSA Clearinghouse. Mariposa County is required to ask all applicants to safety-sensitive positions (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT-covered employer within the last two years If the applicant has tested positive or refused to test on a pre-employment test for a USDOT-covered employer, the applicant must provide the DAPM proof of having successfully completed a referral, evaluation and treatment plan as described in section 49 CFR § 655.62 of subpart G .

6. FMCSA Drug Testing Exceptions
   A driver is not required to undergo a pre-employment test if:

   a. The driver has participated in a DOT testing program within the previous 30 days; and
   b. While participating in that program, either:
      i. Was drug tested within the past six months (from the date of application with the employer), or
      ii. Participated in the random drug testing program for the previous 12 months (from the date of application with the employer); and
   c. The County can ensure that no prior employer of the driver of whom the County has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months

L. REASONABLE SUSPICION TESTING

All County covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol

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misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. [However, under the County's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty.] A reasonable suspicion drug test can be performed any time the covered employee is on duty.

[The DAPM shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.]

A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the management and shall be attached to the forms reporting the test results. (See Attachment D)

[When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the misuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred to for an assessment. The Department Head shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the County. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences.]

M. POST ACCIDENT TESTING

All covered employees will be required to undergo urine and breath testing if they are involved in an accident as defined in Section C of this policy.

1. *FTA Fatal Accident* - An FTA covered employee will be required to undergo drug and alcohol testing if they were involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service at the time of the accident that results in a fatality . This will include all surviving covered employees that are operating the vehicle at the time of the

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accident and any other whose performance could have contributed to the accident as determined by the employer using the best information available at the time of the decision.

2. *FMCSA Fatal Accident* - As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee who was performing safety-sensitive functions with respect to the vehicle.
3. *FTA Non-Fatal Accident* - A FTA post-accident test of the operator will be conducted if an accident occurs and at least one of the following conditions is met:
    a. The accident results in injuries requiring immediate medical treatment away for the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
    b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

    In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

4. *FMCSA Non-Fatal Accident* - As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:
    a. The accident results in injuries requiring immediate medical treatment away from the scene; or
    b. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

1. The accident results in injuries requiring immediate medical treatment away from the scene; or
2. One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an accident, as defined in this policy, the supervisor investigating the accident will notify the covered employee(s) operating of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

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The appropriate supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that the County is unable to perform an FTA/FMCSA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), The County may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA/FMCSA test. The local law enforcement officials must have independent authority for the test, and the employer must obtain the results in conformity with local law.

N. RANDOM TESTING

1. All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
2. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
3. The number of employees randomly selected for drug/alcohol testing during the calendar year shall not be less than the percentage rates set each year by the FTA/FMCSA administrator. The current year testing rates can be viewed online at https://www.transportation.gov/odapc/random-testing-rates.
4. Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
5. Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random testing pool of employees that are included under FMCSA authority.

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6. Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety-sensitive duty. Testing can occur during the beginning, middle, or end of an employee's shift.
7. Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by a Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the Return-to-Duty test only when the employee has successfully completed the treatment requirement and is known to be drug-and-alcohol-free and there are no undo concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both. All return to duty drug testing will be conducted under directly observed conditions.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing. All follow-up drug testing will be conducted under directly observed conditions. [In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations, will be conducted under County authority and will be performed using non-DOT testing forms.]

Q. RESULT OF DRUG/ALCOHOL TEST

Any covered employee who has a verified positive drug or alcohol test with BAC 0/04 or above or refuses to test will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and referred to a list of USDOT-qualified Substance Abuse Professionals (SAPs) for assessment. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP and the employer.

Other than pre-employment testing, a drug test with the result of negative dilute will not be retested.

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A positive drug and/or alcohol test will also result in disciplinary action as specified herein:

1. As soon as practicable after receiving notice of a verified positive drug test result, a confirmed positive alcohol test result, or a test refusal, the County Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing any safety-sensitive function.
2. The employee shall be referred to a list of DOT-qualified Substance Abuse Professionals (SAPs) for an assessment. The SAP will evaluate each employee to determine what assistance the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.
3. Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result [and a direct act of insubordination and may result in termination] and referral to a list of USDOT-qualified SAPs. A test refusal is defined as the following circumstances.

    a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
    b. Fails to remain at the collection site until the testing process is complete; an employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test;
    c. Fails to attempt to provide a specimen . An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test;
    d. In the case of a directly observed or monitored urine collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen;
    e. Fails to provide a sufficient quantity of specimen without a valid medical explanation;
    f. Fails or declines to take an additional test as directed by the collector or the employer for drug testing;
    g. Fails to undergo a medical examination or evaluation, as directed by the MRO or as directed by the DER;
    h. Fails to cooperate with any part of the testing process;
    i. If the MRO reports that there is verified adulterated or substituted test result;
    j. Failure or refusal to sign Step 2 of the alcohol testing form;
    k. Failure to follow the observer's instructions during an observed collection including instructions to raise and lower clothing, and to turn around during a directly observed urine collection;
    l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process;
    m. Admit to the collector or MRO that you adulterated or substituted the specimen;
    n. Fail to remain readily available following an accident.

4. [For the first instance of a verified positive test from a sample submitted as the result of a random, drug/alcohol test (> 0.04 BAC), disciplinary action against the employee shall include]:

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a. Mandatory referral to a Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a Return-to-Work Agreement (See Attachment C).
b. [Failure to execute or remain compliant with the Return-to-Work Agreement shall result in termination from employment]. *(Compliance with the Return-to-Work Agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in section P of this policy.)*
c. [Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.]
d. [A periodic unannounced follow-up drug/alcohol test that results in a verified positive shall result in termination from employment.]

5. [The second instance of a verified positive drug or alcohol (> 0.04 BAC) test result, or test refusal, on any type of test for an employee who has returned to work following an initial positive random test shall result in termination from employment].
6. An alcohol test result of ≥0.02 to ≤0.039 BAC shall result in the removal of the employee from duty for 8 hours [or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a non-DOT alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of >0.02 to <0.039 two or more times within a six-month period, the employee will be removed from duty and referred to for assessment and treatment consistent with this policy.]
7. [The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. The employee will be permitted to take accrued sick leave or administrative leave to participate in the prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the employee has successfully completed the required treatment program and has been released to return to duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.]
8. [In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:]
    a. [Mandatory referral to an employer-approved counseling professional for assessment, formulation of a treatment plan, and execution of a Return-to-Work Agreement;]
    b. [Failure to execute or remain compliant with the Return-to-Work Agreement shall result in termination from employment. Compliance with the Return-to-Work Agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the counseling professional the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in this policy;]

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c. [Refusal to submit to periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the self-referral or management-referral return to work agreement will be conducted under County authority and will be performed using non-DOT testing forms.]
d. [A self-referral or a management referral to the employer approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.]
e. [Periodic unannounced follow-up drug/alcohol tests conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test in relation to the progressive discipline defined in this policy.]
f. [A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Mariposa County.]
g. [A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing].

9. [Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.]

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

[Mariposa County is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisor/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regards to subordinates, shall be subject to disciplinary action, up to and including termination.]

T. INFORMATION DISCLOSURE

Drug/alcohol testing records shall be maintained by the County Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

1. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol, including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records, such as equipment calibration records and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
2. Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, Department Supervisor, and Personnel Manager on a need-to-know basis.

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3. Records will be released to a subsequent employer only upon receipt of a written request from the employee.
4. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding. The information will only be released with binding stipulations from the decision maker, who will make it available only to the parties in the proceeding.
5. Records will be released to the National Transportation Safety Board during an accident investigation.
6. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
7. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
8. Records will be released if requested by a Federal, State or local safety agency with regulatory authority over Mariposa County or the employee.
9. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken.
10. In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

U. SYSTEM CONTACTS

Employees or any other interested party should direct questions concerning employee rights and obligations under this policy or any other aspect of Mariposa County's drug-free and alcohol-free workplace commitment to one of the following County representatives.

Mariposa County Drug and Alcohol Program Manager (DAPM)
Senior Administrative Analyst, Human Resources
P.O. Box 1917
Mariposa, CA 95338
Telephone: 209-742-1379
FAX: 209-742-1378

Designated Employer Representative (DER)
County Administrative Officer, Assistant County Administrative Officer, County Counsel/Risk Manager
Mariposa County
P.O. Box 1917

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Mariposa, CA. 95338
Telephone: 209-742-1379
FAX: 209-742-1378

Medical Review Officer

MRO Express

Philip A. Lopez, M.D. (or other contracted Medical Review Officer)

Medical Review Officer
3501 SW 18th Ave.
Miramar, FL 33029
Telephone: 954-592-8912

Third Party Administrator

Drugtech Toxicology Service, Jill Craig-Owner
P.O. Box 156
Ahwahnee, CA. 93601
Telephone: 209-966-6454 or 1-800-362-0614
FAX: 209-966-6453

MARC HUGHES - *Substance Abuse Provider*
1254 S Waterman Ave Ste 43
San Bernardino , CA 92408
(909)610-0931

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V. REVISION OF COVERED CLASSIFICATIONS

The following steps provide the process for adding or removing classifications from the Covered Employee Classifications list shown above (the bottom row of the table).

1. All changes will comply with Covered Employee Categories criteria (FMCSA/FTA), provided in the first row of the *Attatchment A, Covered Classifications*.
2. Union representatives shall receive initial notice when a classification has been identified as meeting the aforementioned criteria (Covered Employee Categories) and incumbants will be provided 30 days' notice to respond if desired.
3. After the 30-day notice period, *Attatchemnt E, Covered Classifications and Revision Table and Attatchment A, Covered Classifications*. *Attatchment E* will be revised with all prior changes included from the most recent to least recent order.

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Creation Date: 6/18/1996 (B/S Res No 96-280)
Revised: 9/9/1997 (B/S Res No 97-366); 5/9/2006 (B/S Res No 06-169); 6/14/2016 (B/S Res No 16-275)
8/14/2018 (B/S Res No 18-397); 3/16/2021 (B/S Res. No. 21-131); 11/05/2024 (B/S Res. No 24-503)

ATTACHMENT A:
COVERED CLASSIFICATIONS

The following table provides an overview of the acceptability of FMCSA and FTA requirements and how they relate to current functions/positions within the County. The bottom row of the table lists covered County classifications that are required to follow FMCSA, FTA, or both regulations.

	FMCSA	FTA	FMCSA/FTA
Covered Employee Categories	A person who *operates (i.e., drives)* a Commercial Motor Vehicle (CMV) with a gross vehicle weight rating (gvwr) of 26,001 or more pounds; or is designed to transport 16 or more occupants (to include the driver); or is of any size and is used in the transport of hazardous materials that require the vehicle to be placarded.[2]	49 CFR Part 655 Covered employee: (1) operating a revenue service vehicle, whether in service or not (2) operating a non-revenue service vehicle that requires a CDL, (3) controlling the dispatch or movement of a revenue service vehicle, (4) maintaining a revenue service vehicle or equipment used in revenue service, or (5) carrying a firearm for security purposes.[3]	
Employee Categories (For reporting Purposes)	Driver	Revenue Vehicle Operation; Revenue Vehicle and Equipment Maintenance; Revenue Vehicle Control/Dispatch; CDL/NonRevenue Vehicle; Armed Security Personnel.	Employees covered under both FTA and FMCSA are typically mechanics or fleet managers who are required to hold a Commercial Driver's license and perform maintenance on all County vehicles.

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[2] https://www.transportation.gov/odapc/employees_covered_under_DOT_testing_regulation_49_CFR_Part_40
[3] https://www.transportation.gov/odapc/employees_covered_under_DOT_testing_regulation_49_CFR_Part_40

Covered Employee Classifications	Public Works Superintendent Equipment Operator – Solid Waste Maintenance and Construction Supervisor – Roads Maintenance Worker I-Roads Maintenance Worker II—Roads Maintenance Worker III—Roads Maintenance Worker I – Solid Waste Maintenance Worker II – Solid Waste Maintenance Worker III – Solid Waste Solid Waste and Recycling Manager	Program Assistant/Dispatcher Medical Transportation Driver Transit System Bus Driver	Fleet Manager Equipment Mechanic/Heavy Equipment Mechanic Equipment Mechanic Supervisor

ATTACHMENT B:
ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6-ounce glass] over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)

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- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol related)

Social Issues

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- Forty percent of family court cases are alcohol problem related.
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population.
- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

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ATTACHMENT C:
RETURN-TO-WORK AGREEMENT

This AGREEMENT is entered into on the date last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "EMPLOYEE", in consideration of County's agreement to continue employment subsequent to the post-rehabilitation of Employee subject to Employee's agreement to the following:

1. To abstain from the manufacture, distribution, possession or use of illegal drugs at any time.
2. Not to report to work under the influence of illegal drugs or alcohol and not to possess or consume illegal drugs or alcohol while at work or working.
3. To devote my best efforts to an earnest and sincere effort at rehabilitation and to follow my counselor's and therapist's directions and recommendations.
4. To authorize persons involved in counseling, diagnosing, and treating me to disclose to my employer my progress and cooperation, my drug and alcohol use, and any dangers they perceive in connection with the performance of my job duties.
5. To cooperate in a test of my breath, blood, or urine for evidence of alcohol/drug use on completion of rehabilitation.
6. To cooperate in a minimum of six (6) unannounced follow-up tests of my breath, blood or urine for evidence of alcohol/drug use for a period of at least twelve (12) months following reinstatement to my job and, for additional testing as determined by a substance abuse professional for an additional 48 months of safety-sensitive duty following this first 12-month period.

I understand and agree that I am responsible for payment of all costs associated with my re-entry rehabilitation program and any required associated follow-up drug and alcohol testing. I understand and agree that I will be terminated from my employment with Mariposa County if I violate or revoke any part of this Agreement and also understand that after this Return-to-Work Agreement lapses and I test positive from any further drug/alcohol test, I will be terminated.

Further, I understand that this Agreement is not a guarantee of employment and that I may be terminated for lack of work, attendance or performance problems, future violations or other reasons, notwithstanding my compliance with this Agreement.

_____ _____
Signature of Employee Date

_____ _____
Signature of Department Head Date

_____ _____
(Printed name of Department Head) Date

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ATTACHMENT D:
OBSERVED BEHAVIOR - REASONABLE SUSPICION RECORD

Employee Name: _____ **Department:** _____

Area of Observations: _____ **Date/Time:** _____

Date of Observations: _____ **Time of Observations:** _____ **(am/pm)**

Only a County manager or Supervisor trained by CFR 49, Sec. 382.603 may complete this form regarding any employee whose behavior indicates the possible use/misuse of alcohol and/or a controlled substance.

RECORD OF OBSERVATIONS

Reasonable suspicion determined for: _____Alcohol _____Controlled Substances

1. APPEARANCE: Eyes_____ Clothing_____ Face_____ Hair_____ Cleanliness_____ Alertness_____

Describe remarks listed above:

_____

_____

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

==========

2. BEHAVIOR: Normal_____ Irritable_____ Mood Swings_____ Confused_____ Lethargic_____ Excited_____ Depressed_____ Excessive Gaiety_____ Confrontational_____ Staggers_____ Sways/Leans_____

Describe behavior:

_____

_____

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

==========

3. SPEECH: Normal_____ Slow_____ Deliberate_____ Confused_____ Exaggerated_____ Loud_____ Soft_____

Describe Speech:

_____

_____

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

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4. ODORS: Normal_____ Body_____ Clothing_____ Breath_____ Masked_____

Describe Odors:

_____

_____

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

==========

5. OTHER INDICATORS of controlled substances and/or alcohol abuse. Specify and describe:

_____

_____

(Use reverse side of this page for continuation/additional remarks. All continued information must be initialed and dated)

==========

OBSERVED BY:

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

(Second observer optional)

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ATTACHMENT E:
COVERED CLASSIFICATIONS REVISION TABLE

Notification of employee organization date:	
Notification of employee organization date:	
Notification of department head date:	
Reason and description of the change:	
Final Action and Date:	
Director of Human Resources:	
Director of Human Resources (Signature):	

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-458

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Designate the Method by which Appropriation Limits are to be Computed for the Fiscal Year (FY) 23-24 for Each Jurisdiction as the Percentage Change in California Per Capita Personal Income in Conjunction with the Annual Percentage Change in the Population of Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Designate the Method by which Appropriation Limits are to be Computed for the Fiscal Year 2022-23 for each Jurisdiction as the Percentage Change in California Per Capita Personal Income in Conjunction with the Annual Percentage Change in the Population of Mariposa County.

An alternative method is the percentage change in the jurisdiction's assessed valuation which is attributable to nonresidential new construction along with the change in population factor. Assessed valuations due to nonresidential new construction are not easily accessible from our records at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In November 1979 California voters passed Proposition 4 which added Article XIII B to the State Constitution. This Article established limits on the appropriation of proceeds from taxes. What this essentially means is that if the County's tax revenues increase and exceed the appropriation limit as calculated each fiscal year, then the excess revenue is to be returned to the taxpayers. In June 1990 California voters passed Proposition 111 which updated the cost of living and population factors that counties can use in calculating the limit.

The Board has annually designated the method for computing appropriation limits.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Article XIII B of the California Constitution specifies that appropriation limit calculations be calculated by one of the two methods above.

FINANCIAL IMPACT

None

ATTACHMENTS

None

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-459

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Adopt a Resolution Establishing Appropriation Limits for Fiscal Year (FY) 23-24 Pursuant to Article XIII B of the California Constitution and Government Code Sections 7902 and 7910, Mariposa County is Required to Establish Revenue Appropriation Limits Each FY

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Establishing Appropriation Limits for Fiscal Year (FY) 23-24 Pursuant to Article XIII B of the California Constitution and Government Code Sections 7902 and 7910, Mariposa County is Required to Establish Revenue Appropriation Limits Each FY.

In past fiscal years, appropriation limits were brought to the Board at the completion of the fiscal year to allow for an analysis to be done by the Auditor's office to ensure that actual revenue amounts received did not exceed the limit. For the 2019-20 fiscal year and forward, the Appropriation Limits will be brought to the Board prior to the end of the fiscal year to ensure that budgeted revenue amounts do not exceed the limit. The Auditor's office will still perform an analysis at year-end to ensure that actual revenue amounts do not exceed the limit.

The calculation of these limits and accompanying documentation were prepared by the Auditor's Office on November 1, 2025, and are available for public inspection in the Auditor's Office.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has annually established revenue appropriation limits.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt the Resolution. Mariposa County would not be in compliance with Government Code Sections 7902 and 7910.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 23-24 Resolution Establishing Appropriation Limits

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

MARIPOSA COUNTY RESOLUTION NO.

A RESOLUTION ESTABLISHING APPROPRIATION LIMITS PURSUANT TO ARTICLE X111B OF THE CALIFORNIA CONSTITUTION (PROPOSITION 4) AND SB 1352 (1980 Statutes Ch. 1205)

WHEREAS, pursuant to Article XIIIB of the California State Constitution, and Government Code Section 7902 and 7910 (1980 Statutes Ch. 1205) Mariposa County is required to establish the appropriation limits for the 1980-81 Fiscal Year, and each year thereafter, for the County and each Special District thereof; and

WHEREAS, the Mariposa County Auditor has provided the documentation used in determination of the appropriations limits, which documentation has been available to the public for at least fifteen (15) days.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County that the following shall constitute the appropriations limits for the years specified:

County/ Special Districts	*Factor**	*2022-23 Limit*	*2023-24 Limit*	*2022-23 Actual*	*Amount Under/(Over) Limit*
County	*1.04168456*	*43,389,025*	*45,197,677*	*34,054,039*	*11,143,638*
Coulterville Lighting	*1.04168456*	*27,009*	*28,134*	*12,561*	*15,573*
Hornitos Lighting	*1.04168456*	*11,802*	*12,294*	*4,871*	*7,423*
Mariposa Lighting	*1.04168456*	*140,733*	*146,600*	*67,482*	*79,118*
Yosemite West Maint.	*1.04168456*	*661,094*	*688,651*	*335,557*	*353,094*
Mariposa Pines	*1.04168456*	*86,296*	*89,893*	*43,606*	*46,287*
Don Pedro Sewer Zone	*1.04168456*	*335,108*	*349,077*	*79,234*	*269,843*
Mariposa Parking Dist.	*1.04168456*	*118,348*	*123,281*	*8,174*	*115,107*

*This is the factoring percentage resulting from the change in the California per capita personal income combined with the change in population on a percentage basis.

PASSED AND ADOPTED this 18th day of November 2025 by the Board of Supervisors of Mariposa County by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Rosemarie Smallcombe, Chair

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Kevin Briggs, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the Fiscal Year (FY) 25-26 Annual Report from the Yosemite/Mariposa County Tourism Bureau (YMCTB)

RECOMMENDATION AND JUSTIFICATION

Receive the Fiscal Year (FY) 25-26 Annual Report from the Yosemite/Mariposa County Tourism Bureau (YMCTB).

Pursuant to Streets and Highways Code Section 36650, the YMCTB is required to report annually on its operations and is to file the report with the clerk of the legislative body.

Attached is the YMCTB's Fiscal Year 2024-2025 report that the Clerk of the Board received on November 7th, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The YMCTB was first formed by the Board of Supervisors for a five year term on April 1, 2008, with resolution 2008-129 under provisions contained within California's Streets and Highways Code (S&H).

Under those same S&H provisions, the YMCTB was extended for an additional five years by Resolution 2013-162 on April 23, 2013; and later for a ten year term via the adoption of Resolution 2018-186 on April 24, 2018.

Since its initial formation, the YMCTB has reported annually to the Board

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

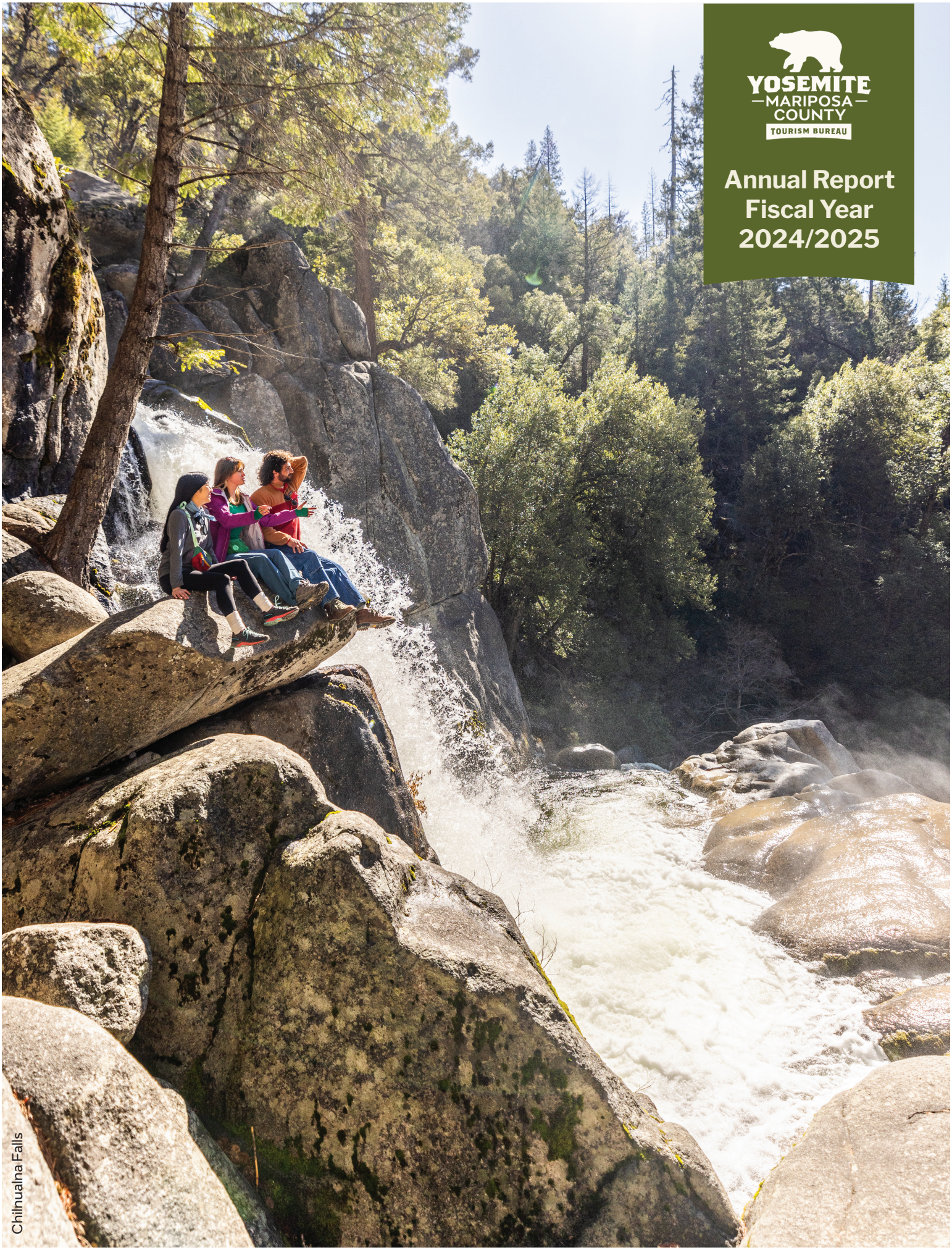
No action is being sought.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 2025-2026 Annual Report



YOSEMITE
MARIPOSA COUNTY
TOURISM BUREAU

Annual Report Fiscal Year 2024/2025

Chilnualna Falls

Dear Lodging and Business Partners,

The overall outlook for the 2025/2026 fiscal year is good. However, there will be significant challenges, headwinds, and change.

These are uncertain times for tourism business owners and managers.

Prior Year Impacts

In order to focus on what lies ahead, we need to learn from the past. Generally speaking, the first three quarters were unremarkable regarding travel and tourism visitation. International visitation was projected to be down aproximatly10% for the year and remained 20% below 2019 pre-COVID visitation due to the high value of the US Dollar compared to currencies from our primary inbound markets. Additionally, there have been continued issues with inflation and the cost of living worldwide.

The largest unknown for 2024/2025 was the outcome of the US presidential elections and what, if any, impacts would be experienced. Without an in-depth review, it's safe to say the reactions of the domestic and international media, the focus on Yosemite, National Parks, and Immigration, all had a profound impact in reducing visitation to the US and Yosemite Mariposa County. Many of the media's headlines were sensational, and the reporting lacked context, often mixing accurate and inaccurate accounts. Ultimately, international visitors canceled trips and stayed away. YMCTB has worked to correct or provide context to reduce the brand tarnish that has occurred.

As we transition from the fiscal 2024/2025 year to 2025/2026, many of the prior issues are carried over and work continues to shore up visitation to our region.

2025/2026

The Tourism Bureau focuses on six core elements and more than two dozen tactical areas for marketing. That said, two fundamental tasks are crucial to achieving success for our constituents during uncertain times like these.

- The primary goal is to drive revenue: to attract tourists and visitors to Mariposa County, primarily during the off-season and shoulder seasons to fill lodging rooms. We (YMCTB) are the rainmakers. It is our role to help our partners meet their financial needs.
- The second goal is to provide our constituents with intelligence on market conditions. We help you plan, take advantage of business opportunities, or batten down the hatches when times are tough. The job of the Tourism Bureau during tough times is to remain aggressive in our marketing and outbound approach, to maximize inbound travel over our competitors.

The challenges are clear:

- Yosemite's reservation system for the coming year has yet to be announced. We're reasonably sure the vehicle reservation system will differ from prior years, so YMCTB's communication and education efforts for the public and our constituents are vital.
- The US dollar exchange rates overseas in our primary markets are restricting inbound long-haul tourism. The exchange rates are dropping favorably for inbound travel, but only slightly lower as of October 2025.
- The current political situation, with proposed tariffs, negative press on National Park staffing, and Visa and ESTA requirements, is impacting visitation and creating nationalistic barriers.

Fortunately, Yosemite Mariposa County is one of the most desirable places on the planet to visit. Our natural, stunning beauty and vast open spaces in nature, combined with our rich indigenous and Gold Rush/Western history, make us a highly desirable place on our planet to visit.

The business plan is adaptable. As this summary

was written, a debate is underway over the proposed Yosemite vehicle reservation plan. If a reservation system is implemented so late in the season, it will have negative, possibly catastrophic impacts on the park visitor experience. With the new Secretary of the Interior's SO 3434 order, we have hope that more input from the gateway tourism and business communities will help craft a plan that protects the park and local economy.

YMCTB will continue to focus on increasing visitation between September and May, increasing mid-week Sunday through Thursday overnight lodging stays will focus on both individual and group leisure travel to offset peak-season international visitor losses, albeit at a lower average daily rate. Weekday and weekend conference and meeting group bookings, which are not dependent on access to Yosemite, are a way hotels and motels can fill their rooms.

There is a need to diversify offerings at all lodging business types. It is incumbent on our constituents to create value, foster cultural immersion, offer engaging activities, and provide curated experiences. We are blessed to have Yosemite as an attraction and resource in our county! At the same time, Yosemite can no longer be referred to as the "Golden Goose" as it has been for decades. There are too many challenges to only rely on "the park". Tourism businesses need to adapt by offering more than Yosemite as the draw and compete with Sierra Nevada towns that lack Yosemite while attracting visitors from key California regions through repeat visitation and hospitality relationships. Offering more "things to do", activities, education, history, and cultural engagement. We will continue to develop "speed bumps" to slow travelers down and see that there is a lot more to Yosemite Mariposa County than the national park.

Old town Mariposa

Jonathan Farrington
CEO / Executive Director

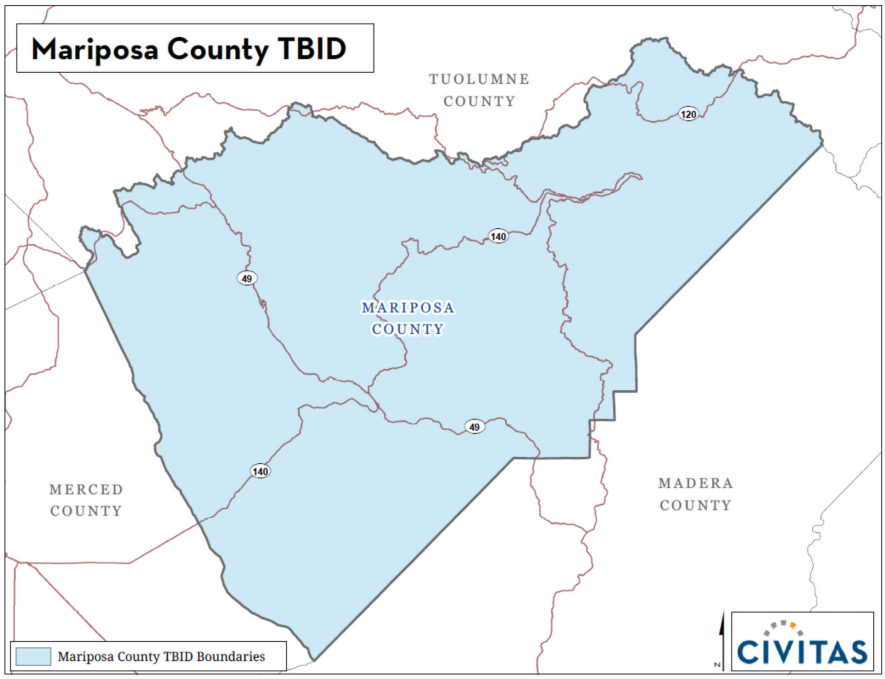
TBID Assessment

Mission Statement

The Yosemite Mariposa County Tourism Bureau is the branding, sales, and marketing agency responsible for positioning Yosemite Mariposa County as the destination of choice for leisure and group business for the economic benefit of the region.

Key Strategic Initiatives

- Promote off season overnight visitation
- Educate customers and constituents
- Operate a fiscally sound and effective business
- Foster positive relationships with key stakeholders and partners



TBID Statement

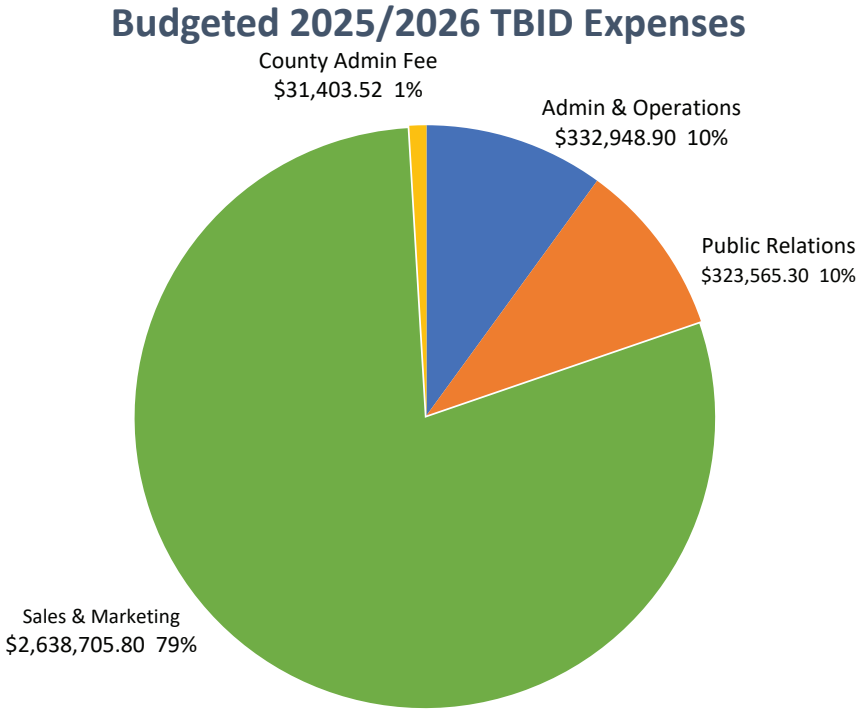
There are no proposed changes to the boundaries or assessed business. The TBID assessment rate for the 2025/2026 year is 1.5%.

The district will continue to include lodging businesses, existing and in the future, available for public occupancy within the boundaries of the County of Mariposa, as shown.

TBID Expenditures: Carryover from 2024/2025 and the 2025/2026 Budget

At the end of the 2024/2025 fiscal year, the Bureau had a TBID carryover balance of $62,810. This amount will be invested in the coming fiscal year. After years of deficit spending, utilizing prior COVID-19 year carryover balances, this fiscal year's revenues of $3,062,202 exceeded the plan by 7% and were $201,702 above the original budget. YMCTB increased expenditure throughout the year to offset increased revenues. However, at the end of the fiscal year, the carryover balance of $62,810 remained to be invested in the new fiscal year.

The 2025/2026 budget was developed with the same intent - to spend all TBID income for the year, ensuring that lodging partners receive the maximum benefit from the Bureau's marketing efforts. The total budgeted expenditures for 2025/2026 are $3,145,072.



2025/2026 Annual Budget Notations

YMCTB's budgeted expenditures has increased 5% in 2025/2026 over actual expenditures the prior year.

The 2025/2026 budget includes some shifts:

- We have added a Tourism Development Director, whose primary purpose is to increase the county's market share of international visitors and meeting/conference group bookings. .
- We continue to place less emphasis on traditional print and radio in favor of more digital media as online advertising is more effective in driving revenue, and more attributed and accurately tracked in terms of its efficacy.
- We will invest in additional market research/ actionable visitor data, to validate our effectiveness and to help us determine the best ways to reach potential visitors.

As always, maintaining flexibility is critical during these times as conditions can change significantly with little notice.

- Wildfires, rock falls, potential government shutdowns, extreme weather events, and other unforeseen challenges can significantly disrupt the tourism economy with little to no notice.
- The Board of Directors has given the CEO / Executive Director discretion to increase or decrease the budgeted expenses up to $200,000 given the unpredictable nature of the region.

Goals for 2025/2026

As mentioned earlier, our overall goal for the year is to increase travel from September through May with a special emphasis on midweek travel (Sunday through Thursday) to drive revenue to lodging properties and tax revenue to Mariposa County. We will strengthen our impact on domestic and international leisure travel for individuals and conferences, meetings and group bookings.

Our staff continue to update our 3-year rolling marketing strategy and plan. For the 2025/2026 plan year, we have set goals intended to continue to increase our efficacy. The Board of Supervisors has already been provided with a copy of this 2025/2026 Marketing Plan, a proprietary document. **In addition to our ongoing multi-pronged marketing strategies,** the following are specific goals for 2025/2026:

Continue to improve Yosemite.com. As our primary asset, driving traffic to Yosemite.com is our highest priority. We will continue to optimize our content for search engines, write new and relevant content, and make other improvements to ensure that the site offers an outstanding user experience and provides hundreds of thousands of referrals to our lodging partners. We are implementing a robust, updated seasonal story calendar, incorporating more video content and developing new visual assets. We will continue to enhance the website with technology such as Wander maps and curated landing pages for specific audiences to boost lodging referrals and partner visibility. As we work to keep the website secure and optimized, we'll also explore AI-powered search and chatbot features.

Invest additional resources in actionable visitor data. We will deliver timely research and data to constituents on travel trends, visitor behaviors, and market shifts to help them adapt. Our adoption of the Datafy (which tracks visitor geolocation and spending data) along with AirDNA (which monitors bookings for vacation rentals) and Smith Travel Research, now referred to as Costar (which tracks hotel bookings) will inform our marketing decisions and help us provide additional data to our partners.

Strengthen Travel Trade Presence. With the addition of a new Tourism Development Director, we will expand our participation in trade shows and missions while deepening ties with inbound operators. We will maintain our presence in the UK, Germany, Australia, and Scandinavia while cultivating new potential markets (France, India).

The orchard at Sierra Cider

Grow Conferences, Meetings & Group Bookings. We will reenter the meetings and group trade event schedules for direct sales, we are updating tools for meeting planners to boost referrals and leveraging LinkedIn outreach. We aim to grow the number of group bookings and conferences through our new Tourism Development Director and trade partnerships.

Support Local Lodging Constituents. We will continue and build on our free offerings to constituents and provide paid opportunities such as co-op marketing and advertising on Yosemite.com. Our Special Offers program has matured into a key

Lake McClure in northwestern Mariposa County

feature on Yosemite.com that drives a large amount of traffic to our site. We will maintain 20 or more concurrent special offers throughout the year.

Enhance Community & Government Relations. We will continue to strengthen relationships by expanding local communications, and building stronger ties with our community. This year we will again be hosting town halls with constituents in various areas around the county. We will continue our presence at festivals and events in Mariposa County to better engage our community members in understanding who we are and what we do.

Champion Sustainability & Stewardship. "Tourism for Good" is a key tenet of the tourism bureau and we continually promote responsible travel that ensures access to our county's natural and cultural treasures.

Support Local Events – We have budgeted $25,000 to invest in events and festivals that draw tourists to Mariposa County. All tourism-related events are also promoted through Yosemite.com and YMCTB social channels.

Host travel trade and media FAMs. Familiarization tours (FAMs) with journalists, content creators, travel agents and product managers are an essential part of getting both earned media and more international bookings for Mariposa County properties. 2023/2024 was a very busy year and we expect 2024/2025 will continue this trend.

Continue to focus our social media strategy on best practices and investment. There's one thing that is consistent in social media marketing: nothing stays the same. With constant change to algorithms, processes, features, etc., maintaining market share is an ongoing challenge. Our team consistently monitors and adjusts to create effective paid and organic posts.

Continue to improve earned and owned email communications. With more than 70,000 subscribers, our email list is a robust and valuable marketing resource. We will continue to seek new email subscribers as well as improve our content and delivery methods.

The Welcome Center in Yosemite Valley

2025/2026 Leadership

Board of Directors

Brett Archer, Board Chair
Tenaya at Yosemite

Autumn Bragdon
AutoCamp Yosemite

Kim Brisack, Board Secretary
Coulter Cafe & Big Table Ranch

Jessie Fischer
Yosemite Resorts

Ron Halcrow, Board Treasurer
Yosemite Plaisance Bed & Breakfast

MaryAnn Huff
Community Member

Victoria Imrie
Community Member

Christian Mueller
The Redwoods at Yosemite

Candy O'Donel-Browne
Community Member

Scott Randall, Board Vice Chair
Wildhaven Yosemite

Nick Sponaugle
Yosemite Hospitality

Board Liaisons

Jenni Kiser
Mariposa County Board Supervisor, District IV

Danette Toso
Mariposa County Board Supervisor, District III

Advisory Council

Scott Gediman
Yosemite National Park

Board Chair
Mariposa Chamber of Commerce

Marketing Committee

Kim Brisack
Coulter Cafe & Big Table Ranch

Jessie Fischer
Yosemite Resorts

Scott Gediman
Yosemite National Park

Yuli Gotsev
The Redwoods in Yosemite

Victoria Imrie
Yosemite Ziplines and Adventure Ranch

North Dome from Sentinel Bridge

Chelsie Layman
Yosemite Hospitality

Briley Lisath
Tenaya at Yosemite

Ken Barber
WildhavenYosemite

Tourism Bureau Staff

Jonathan Farrington
CEO / Executive Director

Ellen Bergstone Wasil
Director of Marketing & Creative

Kim Lawson
Director of Communications & Content

Noel Morrison
Tourism Development Director

Craig Polson
Social Media & Content Curator

Aaron Demery
Operations Manager

YOSEMITE
MARIPOSA COUNTY
TOURISM BUREAU

PO Box 967
5055 State Highway 140, Suite E
Mariposa, California 95338

(209) 742-4567
www.Yosemite.com
@yosemitenation

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	November 18, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Accept the Resignation and Recognize the Service of Olga Leonard; and Appoint Sarah Matlock to the Behavioral Health Board with a Term Expiring December 9, 2028

RECOMMENDATION AND JUSTIFICATION

Accept the Resignation and Recognize the Service of Olga Leonard; and Appoint Sarah Matlock to the Behavioral Health Board with a Term Expiring December 9, 2028.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has approved similar items in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, fail to recognize Olga Leonard for her service, and fail to appoint Sarah Matlock as a Behavioral Health Board member.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **BHB-Committe Vacancy Notice 11.6.25**

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

NOTICE OF VACANCIES

on the

Behavioral Health Board

Fifteen (8) vacancies exist on the newly established Behavioral Health Board (BHB), and appointments shall be made as follows:

The BHB shall consist of a minimum of five and not more than fifteen members, including one member of the Board of Supervisors.

The BHB shall meet the following membership criteria: fifty percent of the board membership shall be consumers, or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received mental health services; at least 20 percent of the total membership shall be consumers, and at least 20 percent shall be families of consumers.

Terms of appointment shall be as follows:

Serve a three year term with appointments equitably staggered so that approximately one-third of membership expires each year; no member of the board or his/her spouse shall be a full/part-time county employee of a county mental health service, an employee of the State Department of Health Care Services, or an employee of, or a paid member of the governing body of, a mental health contract agency.

The purpose of the Behavioral Health Board is to:

Review and evaluate the community's mental health needs, services, facilities and special problems; Review any county agreements entered into pursuant to W&IC Section 5650; Advise the Mariposa County Board of Supervisors and the local mental health director as to any aspect of the local mental health program; Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process; Submit an annual report to the Mariposa County Board of Supervisors on the needs and performance of the County's mental health system; Review and make recommendations on applicants for the appointment of a local director of behavioral health services, and the BHB shall be included in the selection process prior to the vote of the Board of Supervisors; and Review and comment on the County's performance outcome data and communicate its findings to the California Mental Health Planning Council.

To apply:

Individuals interested in serving on the Behavioral Health Board should submit a completed application and supplemental questionnaire (available from the Human Services Department, the Clerk of the Board's office or http://www.mariposacounty.org/DocumentCenter/View/51461) addressed to the Clerk of the Board, Post Office Box 784, Mariposa, California 95338.

Posted: 11/6/25 at Mariposa HHSA, and on mariposacounty.org

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-460

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Ratify the Signature of the County Health Officer to Sign and Submit an Application for Fiscal Year (FY) 25-26 for the Certified Unified Program Agency (CUPA) Rural Reimbursement Funds in the Amount of $60,000; Ratify the Signature of the County Health Officer to Sign the Disbursement Worksheet; Authorize the County Health Office to Submit and Sign Additional Documents to Secure Funding as Necessary; and Authorize the Health Officer to Execute Documents for the Rural CUPA Funding for the Subsequent Four Fiscal Years If Amounts and Conditions Remain Substantially the Same (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Ratify the Signature of the County Health Officer to Sign and Submit an Application for Fiscal Year (FY) 25-26 for the Certified Unified Program Agency (CUPA) Rural Reimbursement Funds in the Amount of $60,000; Ratify the Signature of the County Health Officer to Sign the Disbursement Worksheet; Authorize the County Health Office to Submit and Sign Additional Documents to Secure Funding as Necessary; and Authorize the Health Officer to Execute Documents for the Rural CUPA Funding for the Subsequent Four Fiscal Years If Amounts and Conditions Remain Substantially the Same (Subject to Approval as to Legal Form by County Counsel).

Funding for the CUPA program has been included in the Fiscal Year 2025-2026 Budget. In order to receive this funding it is necessary to complete the Disbursement Worksheet and other reporting documents as requested.

This Agreement is being ratified outside the current BOS policy due to time limitations. Notification of this grant was received on October 20, 2025 and signed documents were due 11/17/2025 leaving minimal time for grant preparation and obtaining BOS approval. This Agreement is being signed by the Health Officer at the request of the State.

This application provides reimbursement funding to assist with costs associated with Health Programs in Rural Communities. Mariposa County, pursuant to subdivision (d) of Section 25404.8 California Health and Safety Code (HSC), is eligible for an allocation of up to $60,000 with a 25% match. Fees have been established and are collected from affected agencies to provide the required matching funds.

It was discussed with the Business community and decided that they would prefer local regulation. Mariposa County has applied, at the Board's direction, for reimbursement each year since the initial application date.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On September 15, 2020 the Mariposa County Board of Supervisors approved Res # 2020-533 authorizing the Health Officer to sign the CUPA Application and required documents for four subsequent years. October 13, 2015 Res# 15-488 authorizing Health Officer to sign the CUPA Application required documents for four subsequent years. On November 15, 2011 Res #11-559 authorizing the Health Officer to sign the CUPA Application and documents for four subsequent years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not apply for this grant and Mariposa County will not receive Certified Unified Program Agency (CUPA) reimbursement funds and will not be able to utilize this valuable funding source.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the FY 25/26 Budget 3469-457.

ATTACHMENTS

1. **RRG FY25.26_Application**
2. **RRG FY24.25_Year End Worksheet**
3. **Mariposa Rural Grant Disbursement Form FY25.26**

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

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RURAL REIMBURSEMENT GRANT APPLICATION
Fiscal Year 2025-2026

CUPA Name and Certification Date:	Mariposa County
Address:	5100 Bullion Street, P. O. Box 5, Mariposa, CA 95338
Contact Person:	Diane Robarge, Administrative Analyst
Phone and Email address:	(209) 742-0953 drobarge@mariposacounty.org
County:	Mariposa

Rural Reimbursement Grant Guidelines
A county in which a Certified Unified Program Agency (CUPA) was not certified on or before January 1, 2000, and where the Unified Program was implemented after that time, is eligible for an allocation of up to $60,000, pursuant to subdivision (d) of Section 25404.8 California Health and Safety Code (HSC). Any eligible CUPA may apply for the Rural Reimbursement Grant (RRG) funds if it meets the following criteria:

Grant Criteria
Please review and select the criteria providing a basis for the CUPA's eligibility for the RRG.

- ☒ If the county has a population of less than 70,000 persons, the amount of the funds allocated from the account shall not exceed **75%** of the amount budgeted by the CUPA to implement the unified program.
- ☐ If the county has a population of more than 70,000, but less than 100,000 persons, the amount of the funds allocated from the account shall not exceed **50%** of the amount budgeted for the CUPA to implement the unified program.
- ☐ If the county has a population of more than 100,000 but less than 150,000 persons, the amount of the funds allocated from the account shall not exceed **35%** of the amount budgeted for the CUPA to implement the unified program.

If the grant criteria are met, the following is required to be considered for a disbursement amount from the Rural Reimbursement Account:

1. A completed Rural Reimbursement Grant Application.
2. A completed Year-End Worksheet/Report for FY 24/25, accompanied by the Actual Expenditures Detail Sheet attachment.
3. A copy of the final CUPA Budget submitted for approval to the Board of Supervisors for FY 25/26. This budget should contain a breakdown of the specific CUPA funding. If final approval is still pending, please send draft first and follow-up with approval when available.
4. Utilization of official documentation of population. Department of Finance population estimate or other recognized source.

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Rural Reimbursement Grant Distribution Amount Worksheet

A. Enter the county total population using an official 2025 County population estimate. (Please use https://dof.ca.gov/forecasting/Demographics/estimates-e1/ or other recognized source. If alternative source is used, include reference documentation.)

16,917

B. Enter total adopted budget amount for Unified Program, obtained from the attached copy of the final CUPA Budget approved by the BOS for the current fiscal year.

$110,000

C. Multiply the adopted budget amount, **B**, times the applicable percentage identified above in the criteria of the CUPA's eligibility for the RRG. Enter calculated amount below, providing the total reimbursement amount based upon the adopted budget.

$82,500

D. The total reimbursement amount per county cannot exceed $60,000. Enter amount from **C** in **D,** if less than $60,000. If the amount in **C** is more than $60,000, please write $60,000.

$60,000

E. Enter any unexpended funds from prior fiscal year's Grant amount. See the Year End Worksheet to calculate this amount. If the Total Amount of Grant unused and remaining from FY24/25 calculation on page 1 is not $0, and if those funds were not returned to the Unified Program, then please enter the amount of unused FY24/25 grant funds here:

$0

F. **Subtract E from D for the final amount request for the Rural Reimbursement Grant. Enter value in F.**

$60,000

Payment Details:

Disbursement Check Payable to:

Mariposa County

Mailing Address:

Post Office Box 5, Mariposa, CA 95338

I have read the grant guidelines and to the best of my knowledge and belief, data in this application are true and correct. The budget has been duly approved and authorized by the governing board of the applicant CUPA and the CUPA will maintain compliance with Title 27, California Code of Regulations.

Printed Name and Title: Mimi Carter, MD, Health Officer

Contact Signature and Date: DocuSigned by: Mimi Carter 991E6812CB9B44D... 10/30/2025 | 9:44 AM PDT

Return grant application and attachments to: CUPA@calepa.ca.gov

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RURAL REIMBURSEMENT GRANT
YEAR-END WORKSHEET/REPORT
Fiscal Year 2024/2025

The Unified Program will review this report to determine that the CUPA expended grant funds in accordance with each approved budget and reimbursement for the preceding fiscal year. Unexpended funds from the prior year are either remitted back from the CUPA to the State, or the unexpended funds are subtracted from the upcoming year's Rural Grant reimbursement.

Grant Recipient

CUPA Name:	Mariposa County
Full Address:	5100 Bullion Street, P.O. Box 5, Mariposa, CA 95338
Contact Person:	Diane Robarge, Administrative Analyst
Phone and Email:	(209) 742-0953 drobarge@mariposacounty.org

Directions: First fill in the Actual Expenditures Detail Sheet provided on next page.
Second: Fill in Total Expenses, Grant Received, & Remaining boxes in this section.

$ 60,367 Total CUPA Expenses minus Singe Fee Revenue (from box at bottom of pg. 2)

Subtract

$ 60,000 Total Grant Amount Received FY24/25

$ 0 Total CUPA expenses not covered by Single Fee Revenue and Grant funds.

Was this covered by other funds from your organization? yes/no _____

Were there any Grant funds unused and remaining from the FY24/25 amount received?

If so, please enter amount $

(Note: If your CUPA used all of the Grant from FY24/25, then this unused Grant amount remaining should be $0)

Please check one of the following if result from the calculation above shows an unused portion of the FY24/25 grant.:

____ CUPA will refund the unused portion of the grant reimbursement and remit it to the Unified Program.

____ Carry unexpended funding into the next fiscal year and reflect this in the next Rural Reimbursement Grant request.

The undersigned certifies, under penalty of perjury, that the above information is true:

Printed Name and Title	Mimi Carter, Health Officer
Contact Signature and Date	DocuSigned by: Mimi Carter 991E6812CB9B44D... 10/30/2025 | 9:44 AM PDT

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RURAL REIMBURSEMENT GRANT
Actual Expenditures - Detail Sheet
Fiscal Year 2024/2025

Fee Accountability Elements	Amount
Personnel Expenses	
Staff Salary + Benefits	$ 101,181
Direct Program Expenses	
Equipment Costs	$ 4,497
Facility Costs (if applicable)	$
Miscellaneous Costs (Click or tap here to enter text.)	$
Contract Costs	$
Indirect Program Expenses (Overhead)	
Shared Facility Costs (*if applicable*)	$ 25,295
Shared Administrative Costs (*if applicable*)	$
Shared Miscellaneous Costs	$
Total Expenses	
Personnel + Direct + Indirect Expenses	$ 130,973
Total Single Fee Revenue	
Total Collected	$ 70,606
Total CUPA Expenses minus Single Fee Revenue	
Total Expenses Remaining	$ 60,367

(Note: Please enter the amount from this box in the first box on the first page.)

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STATE OF CALIFORNIA
California Environmental Protection Agency
CALIFORNIA AIR RESOURCES BOARD
(REV 03/18)

California Environmental Protection Agency
GRANT DISBURSEMENT REQUEST FORM

General Information			
Project Name	Rural CUPA Reimbursement Account- 2113	Grant Number	055-101-1006
Grantee Name	Mariposa County Health Department	Amendment #	
Contact Person	Diane Robarge	Fiscal Year	2025/2026
Mailing Address	P.O. Box 5, Mariposa, CA 95338-0005	Disbursement #	
Phone Number	209-742-0953	FAX Number	

Disbursement Request				
	Original Grant	Total Previous Disbursement	This Request	Remaining Balance
Project Funds			$ 60,000.00	-$60,000
Processing/Admin Fees				$0
Total				-$60,000

Documentation attached for disbursement justification:
Project Funds ☐
Processing Fees ☐

Attachments:

I certify under penalty of perjury that the information contained in this Grant Disbursement Request Form and all attachments is correct and complete and is in accordance with the Grant Agreement. In addition, I hereby authorize the California Air Resources Board to make any inquiries to confirm this information.

Authorized Official

Mimi Carter	Health Officer
Print Name	*Title*
DocuSigned by: Mimi Carter 991E6812CB9B44B...	10/30/2025 | 9:44 AM PDT
Signature	*Date*

FOR STATE USE ONLY	Date Request Received by CARB:	Date to Accounting:	Date to SCO:
CARB Project Liaison Approval			
	Print Name	*Signature*	*Date*
Grant Manager Approval			
	Print Name	*Signature*	*Date*
	Total Disbursement:	Fund:	PCA:
	Total Disbursement:	Fund:	PCA:
	Total Disbursement:	Fund:	PCA:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-461

MEETING:	November 18, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve Second Amendment to an Agreement with NinePatch, Inc. for Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to an Agreement with NinePatch, Inc. for Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The California Department of Health Care Services (DHCS) utilized $150 million in funding received from the Behavioral Health Commission Infrastructure Program (BHCIP) and $55 million received from the Substance Abuse and Mental Health Services Administration through Coronavirus Response and Relief Appropriations Act (CRRSAA) to solicit applications to support and expand behavioral health mobile crisis and non-crisis services. The Health and Human Services Agency (HHSA) was awarded a grant in the amount of $700,000 to implement a Community Information Exchange with these funds and received Board of Supervisors' approval for the agreement with NinePatch on February 7, 2023, through Resolution Number 2203-68. For the latest amendment, NinePatch has requested complete replacement of language in Exhibit C, "Change Management Process," of the current agreement. This change reflects the Professional Services Hours (PSH) option that previously allowed customers to pre-pay for work and receive a discounted rate be discontinued, and instead, only invoice for work after completion.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 7, 2023, the Board approved Resolution Number 2023-69, for approval of Software as a Services (SaaS) Agreement, Statement of Work (SOW), and Business Agreement (BA) with NinePatch, Inc. for a Community Information Exchange (CIE) for an amount of $562,800,

On July 8, 2025, the Board approved the First Amendment to the Agreement with NinePatch through Resolution Number 2025-282, increasing the amount by $40,700 for a new amount not to exceed $603,500.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose not to approve the Amendment with NinePatch, and the County incurs the risk of interruption to an existing service.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Amendment 2 - NinePatch Agreement**
2. **A01 Ninepatch - EXECUTED**
3. **NinePatch, Inc. 2023 - Res. 2023-68-EXECUTED**

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

NinePatch

SECOND AMENDMENT TO AGREEMENT FOR SOFTWARE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR SOFTWARE SERVICES, is made and entered into this 1st day of October, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and NinePatch, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 7, 2023 and amended July 8, 2025, wherein Contractor agreed to provide software services; and

WHEREAS, County and Contractor desire to amend said Agreement to replace Exhibit C of the Agreement;

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

1. Exhibit C, Change Management Process shall be replaced in its entirety.

Amendment to Exhibit C is included as Attachment A "Amended Exhibits."

Except as herein amended, the Agreement amended on July 8, 2025 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on October 1, 2025 ("Effective Date")

COUNTY OF MARIPOSA:

_____

Rosemarie Smallcombe, Chair

Board of Supervisors

COUNTERSIGNED:

(Government Code §25103)

_____

Danielle Bondshu

Clerk of the Board

CONTRACTOR:

_____

James Calanni, Chief Operating Officer

NinePatch, Inc.

APPROVED AS TO FORM:

_____

Kevin Briggs

County Counsel

Attachment A "Amended Exhibits"

EXHIBIT C

Change Management Process

This document defines NinePatch's Change Management Process in both narrative and diagram formats. For the sake of clarity, applicable terms are identified as follows:

- **Customer Inquiry Form (CIF)** – Documentation that details a customer's question and/or request for changes. To ensure consistency and thorough requirements, NinePatch prefers the use of the CIF template (Figure 2), accessible in the Customer's SharePoint.
- **Change Order** – A legal work order/agreement binding both parties to the change. Customers wishing to make a change shall do so by providing their written requirements in a CIF. NinePatch will then use the CIF to develop a scope of work (SOW). Change Orders are billed in three invoices:
    - Invoice #1: Business analysis time
    - Invoice #2: Half of the scoped work
    - Invoice #3: Half of the scoped work less Invoice #1
- **Level of Effort (LOE)** – Completed by the Engineering Team, this detailed assessment of a change request is used to design the solution and develop the Change Order. It includes specific resources needed, tasks, dependencies, and estimated completion time (in weeks).
- **Service Level Agreement (SLA)** – Service Level Agreements are documented in the Software as a Service (SaaS) Agreement. SLAs indicate the four priority levels of an issue and their applicable response time.
- **Standard Integration** – NinePatch defines a Standard Integration as an Admit, Discharge, Transfer (ADT), Master Person Index (MPI), or Single Sign-On (SSO) integration that meets our standard process and schedule. Any integration that requires additional elicitation or extended development time is considered a Non-Standard Integration.

Change Management Process Narrative

1. Customer identifies a question or change.
2. Initial fields (in green) are documented by the Customer using the CIF template.
3. Customer submits CIF to NinePatch in Service Desk.
4. Solutions Delivery (SD) team reviews CIF for scope, clarity, and gaps.
5. SD determines if there will be a cost associated with the work.
    a. If No, request is handled as a ticket according to the contracted SLAs, as appropriate.
    b. If Yes, SD estimates:
        i. Business analysis needed, if any. (Invoice #1)
        ii. Cost of the entire project (including business analysis).

6. SD provides customer with preliminary cost.
    a. If Customer does not want to continue with change order, documentation is archived and ticket is closed.
    b. If Customer wants to continue with change order
        i. SD requests Invoice #1 from Finance for the business analysis portion of the work.
        ii. SD shares Invoice #1 with customer.
        iii. Business Analyst conducts requirements elicitation and documents technical requirements.
    c. If change order is a standard integration:
        i. SD requests Invoice #2 from Finance; Standard Integrations are priced in the SaaS Agreement.
    d. If change order is not a standard integration:
        i. Engineering team develops a Level of Effort.
        ii. SD requests Invoice #2 from Finance.
7. SD drafts change order and shares it and Invoice #2 with the Customer.
    a. If the change order is not executed (signed and invoice #2 paid):
        i. Documentation is archived and ticket is closed.
    b. If the change order is executed (signed and paid):
        i. Engineering begins work using the documented requirements and LOE.
8. Once work is complete, Engineering pushes solution to Training and/or Production for validation.
9. SD requests Invoice #3 from Finance and shares it with Customer.
10. When project is complete, documentation is archived and ticket is closed.

Figure 1 - Change Management Process Diagram

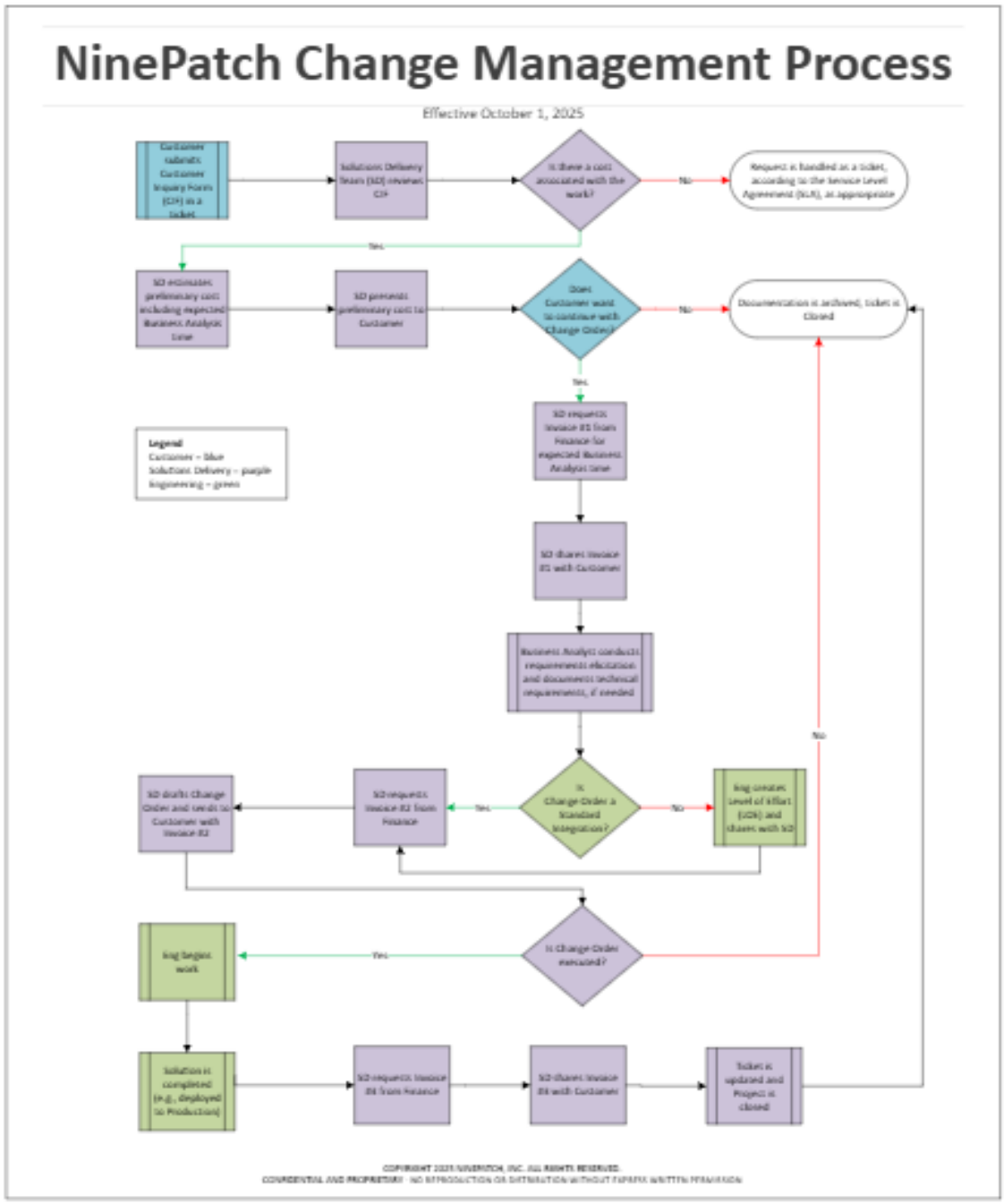

Figure 2 - CIF Template

	Customer Inquiry Form (CIF)	

Customer Inquiry Details (Completed by Customer)	
Request Title A title that uniquely identifies the question or request and will be used in future communications.	
Request Date The date the CIF is submitted.	
Organization The name of your organization, that has a contract with NinePatch.	
Contact The name and contact information of the person at your organization responsible for managing the question, request and/or requirements.	
Subject Matter Experts The names and contact information of subject matter experts related to the question, request and/or requirements.	
Mandatory Completion Date (if any) Date or timeframe when this request must be completed to meet existing commitments (e.g., grant funding).	

Problem Statement The business problem that needs to be solved and how it was identified.	
Discovery Answer questions 1-4 for all requests	1. What is a user better able to accomplish via this ask? 2. What is the added value or benefit to the user(s)? 3. Please give an example scenario(s) of how this would be used within a workflow. 4. Any preliminary budget / time considerations / other context to know about?
Integrations Only Answer questions 1-4 plus 5-12 if your request is for an integration	5. What is the name of the system with which you would like to integrate? 6. What is that system used for in your community? 7. Which organizations in your community use this system? 8. Are you interested in **receiving** data from that system into NinePatch, **sending** data from NinePatch to that system, or both? 9. What types of data (e.g., demographic, clinical, social) are targeted for this integration?

	Customer Inquiry Form (CIF)	

	10. What exact data fields will be exchanged? (Provide a list as an attachment) 11. How will this integration add value to your organization and community of end users? 12. Have you spoken to the vendor to determine that the system with which you would like to integrate can provide the requested integration?
Process Flowchart (optional) A flowchart that depicts the business process related to the problem	
Use Case(s) (optional) Examples of instances when or where the problem is apparent	
Attachment(s) (optional) A list of files associated with the change request	
Additional Detail/Notes (optional) Any additional information that will promote understanding of the business problem, including any business logic	

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-282

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment to the Software as a Services (SaaS) Agreement with NinePatch, Inc for a Community Information Exchange (CIE); Increasing the Amount by $40,700 to a New Amount of $603,500 for Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Software as a Services (SaaS) Agreement with NinePatch, Inc for a Community Information Exchange (CIE); Increasing the Amount by $40,700 to a New Amount of $603,500 for Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The California Department of Health Care Services (DHCS) utilized $150 million in funding received from the Behavioral Health Commission Infrastructure Program (BHCIP) and $55 million received from the Substance Abuse and Mental Health Services Administration through Coronavirus Response and Relief Appropriations Act (CRRSAA) to solicit applications to support and expand behavioral health mobile crisis and non-crisis services. The Health and Human Services Agency (HHSA) was awarded a grant in the amount of $700,000 to implement a Community Information Exchange with these funds and received the Board of Supervisors' approval for the agreement with NinePatch on February 7, 2023, through Resolution Number 2023-68. Upon further review, HHSA and NinePatch discovered the requirement for additional license fees that necessitates the request for increased funding for this agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 2, 2022, the approved Resolution Number 2022-13, for acceptance of $500,000 in funding from CCMU that included: (1) hiring a Psychiatric Registered Nurse to enable Triage Response Assessment Crisis (TRAC) to have the option of field medication administration, (2) purchasing a dedicated crisis care van equipped with resources for stabilizing clients in crisis, (3) purchasing a Tahoe 4x4 capable of accessing all areas of the county in all weather conditions.

On June 7, 2022, the Board approved Resolution Number 2022-333, for acceptance of $700,000 in funding from CCMU to implement a Community Information Exchange.

On February 7, 2023, the Board approved Resolution Number 2023-68, for approval of Software as a Service (SaaS) Agreement, Statement of Work (SOW), and Business Agreement (BA) with NinePatch, Inc. for a Community Information Exchange (CIE) in an amount of $562,800.

Initial
C-HHSA

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose not to approve the Amendment with Nine Patch, and the County incurs the risk of interruption to an existing service.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **NinePatch, Inc. 2023 - Res. 2023-68-EXECUTED**
2. **First Amendment - Ninepatch Agreement 2025**

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

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FIRST AMENDMENT TO AGREEMENT FOR SOFTWARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SOFTWARE SERVICES, is made and entered into this 8th day of July, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and NinePatch, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 7, 2023, wherein Contractor agreed to provide software services; and

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

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

1. Exhibit B is hereby amended to provide that an additional $40,700 will be added to the original amount of $562,800, making the total compensation paid to Contractor the not to exceed amount of $603,500.

Except as herein amended, the Agreement dated February 7, 2023 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:

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B55214DC...

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR:

Signed by:
BF02A9A17C40429...

James Calanni, Chief Operating Officer
NinePatch, Inc.

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter W. Wall
County Counsel

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MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-68

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Agreement with NinePatch, Inc. for a Community Information Exchange (CIE)

RECOMMENDATION AND JUSTIFICATION:
Approve the Software as a Service (SaaS) Agreement, Statement of Work (SOW), and Business Agreement (BA) with NinePatch, Inc. for a Community Information Exchange (CIE) in an amount up to $562,800, and authorize Mariposa County Board of Supervisors Chair to Sign the Agreement, and the Health and Human Services Agency (HHSA) Director to Sign any Project Change Orders under the amount of $20,000 (as approved by County Counsel).

The California Department of Health Care Services (DHCS) utilized $150 million in funding received from the Behavioral Health Continuum Infrastructure Program (BHCIP) and $55 million received from the Substance Abuse and Mental Health Services Administration through the Coronavirus Response and Relief Appropriations Act (CRRSAA) to solicit applications to support and expand behavioral health mobile crisis and non-crisis services. HHSA was awarded a grant in the amount of $700,000 to implement a Community Information Exchange with these funds.

A CIE is a software application that can share information across various collaborative entities and organizations for improved care coordination and case management. The CIE will also serve as a data repository so that we can better capture data and measure outcomes. The data that is gathered will allow us to identify areas in which preventative care can be utilized in order to save money for providing reactive care such as Emergency Room visits.

After issuing an Request for Proposal (RFP) and careful evaluation of responses, three potential vendors were given additional screening and allowed to present product demonstrations to a team that included HHSA staff, County IT, JCF, Alliance for Community Transformations, and one member from the Board of Supervisors. A finalist was selected from the final three and we have decided to partner with NinePatch, Inc. for our CIE implementation. This vendor not only meets and exceeds the needs set forth in the RFP, but also have a rapidly expanding footprint in CA.

NinePatch began in early 2019 as a partnership between two pioneers and innovators

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in the world of health information technology and exchange networks: Quality Health Network (Grand Junction, CO) and Stella Technology (San Jose, CA). NinePatch's staff leverages their decades of expertise in interoperability including processing billions and billions of messages in virtually every format imaginable. World class expertise includes building and deploying over sixty-five Health Information Exchanges (HIEs) across the globe. NinePatch is the recipient of the Robert Wood Johnson Foundation in the Social Determinants of Health (SDoH) Client Profile category in 2019 out of 114 companies nationwide, for creating a "Whole Person" picture across physical, behavioral, and social domains to expedite help for those most at risk, filling in gaps in care, and optimizing the well-being of clients.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On 6/7/2022 the Board approved RES 2022-333 ID # 13004, for the acceptance of $700,000 in funding from CCMU to implement a Community Information Exchange.

On 1/2/2022 the Board approved RES 2022-13 ID #12421, for the acceptance of $500,000 in funding from CCMU that included: (1) hiring a Psychiatric Registered Nurse to enable Triage Response Assessment Crisis (TRAC) to have the option of field medication administration, (2) purchasing a dedicated crisis care van equipped with resources for stabilizing clients in crisis, (3) purchasing a Tahoe 4x4 capable of accessing all areas of the county in all weather conditions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not approve the agreement with NinePatch, and HHSA will select an alternate vendor from the RFP responses.

FINANCIAL IMPACT:
This agreement has a not-to-exceed amount of $562,800, to be applied to the CCMU Community Information Exchange Grant, RES 2022-333 ID 13004.

ATTACHMENTS:
NinePatch Mariposa WPC SaaS Agreement with Exhibits FOR EXECUTION v2 (1) (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

NinePatch

SOFTWARE AS A SERVICE AGREEMENT

NinePatch Whole Person Care

This Software as a Service Agreement ("SaaS Agreement") is entered into between Mariposa County Health & Human Services ("**Customer**"), with the address of 5362 Lemee Lane, PO Box 99, Mariposa, CA 95338, and NinePatch, Inc. ("**NinePatch**"), with the principal mailing address of PO Box 24368, Knoxville, TN 37933. Customer and NinePatch are collectively referred to as **"Parties."** NinePatch and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and any orders placed hereunder and Exhibits attached hereto. The Term of this SaaS Agreement (**"Subscription Term"**) begins on the **"Effective Date"** set forth herein. All Exhibits and appendices, as well as any amendments thereto, included with this SaaS Agreement are incorporated fully by reference. To the extent there are conflicting terms between this SaaS Agreement and the Exhibits, this SaaS Agreement will control to the extent of those inconsistencies, except as provided in Section 5.1 below regarding Change Orders. All definitions set forth herein translate to all incorporated Exhibits and Change Orders.

For good and valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS

"**Administrator User**" means each Customer employee designated by Customer to serve as technical administrator of the SaaS Services on Customer's behalf. Each Administrator User must complete training and possess the qualifications required by NinePatch.

"Change Order" is a written document either attached to this SaaS Agreement under Exhibit C (or executed separately by NinePatch and Customer and incorporated fully by reference into this Agreement) for the purpose of purchasing SaaS Services (defined below) under the terms and conditions of this SaaS Agreement. All Change Orders will be named in a manner tying it to this SaaS Agreement (i.e., Customer ID/Execution Date/CO#X).

"Collateral Materials" means any piece of media provided to Customer by NinePatch related to the NinePatch Software, including printed materials and digital content.

"Customer Content" means all data and materials provided by Customer to NinePatch or entered by Customer directly into any NinePatch licensed system for use in connection with the SaaS Services, including, but not limited to Customer applications, assessments, forms, graphics, Customer Client's data and data files.

"Deliverables" means the items set forth in Exhibit A of this SaaS Agreement.

"**Documentation**" means the user guides, online help, release notes, training materials, and other documentation (including any media, video, diagrams, screenshots, methodologies, brochures and all proprietary collateral) made available by NinePatch to Customer, for current or future releases, regarding the use or operation of the SaaS Services.

"Exchange Platform" refers to the NinePatch SaaS platform, also referred to as **"Platform"** in this SaaS Agreement.

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"**Host/Hosting**" means the computer equipment on which the Software is installed, which is provisioned, maintained, and supported by NinePatch or its subcontractors.

"NinePatch" is the corporate name and the name for the SaaS platform.

"**Other Services**" means all technical and non-technical services performed or delivered by NinePatch including, without limitation, implementation services, consulting services and other professional services, as well as training and education services not included in this SaaS Agreement or the Exhibits. Other Services will be provided on a time and material basis at such times or during such periods as will be specified in a Change Order and mutually agreed to by the Parties by execution of the Change Order. All Other Services will be provided on a non-work-for-hire basis.

"Personal Data" refers to any information relating to an identified or identifiable natural person.

"Platform" refers to the NinePatch SaaS platform.

"Region(s)" means any County in the State of California that falls within the SaaS Region, as defined below.

"SaaS Region" is the geographical region subject to the terms of this SaaS Agreement and comprised of the specified County(s) in the State of California.

"**SaaS Services**" refers to the specific NinePatch services including and related to the NinePatch Platform. These SaaS Services are identified in Exhibit A and may be expanded through future requested, and NinePatch approved, Change Orders. SaaS Services refers to the as-is version of the generally available Software as of the date this SaaS Agreement is executed.

"**Software**" means the object code version of any software to which Customer is provided access as part of the SaaS Service, including any updates or new versions.

"Support/Help Desk and Maintenance Services" means the support and maintenance services provided by NinePatch to Customer pursuant to this SaaS Agreement and Exhibit D. Depending on the specific Statement(s) of Work, Support/Help Desk and Maintenance Services may or may not be applicable and this will be set forth in such Statement(s) of Work.

"Use" means (i) executing the Software or loading the Software into a computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

"User(s)" means Customer's authorized employees, agents, assigns, representatives, independent contractors, or other persons or entities with appropriate job-related reasons to access Customer or Customer's Network Member data as authorized by Customer or Customer's network, to access, enter, view, edit, use, or disclose information, including PHI (Protected Health Information), utilizing the SaaS Services supplied by NinePatch pursuant to this SaaS Agreement.

"User Licenses" means the number of then current individually named Users authorized to access the Platform. Users are classified as active, inactive, suspended or terminated. A terminated User is not counted towards User License counts.

"Version/Release" is a change to the Software that provides functionality enhancements.

"White Label" refers to the fully supported NinePatch Software licensed by NinePatch to Customer, which Customer may customize with their own brand, logo, and identity. See Section 3 "Restrictions" below.

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2. SaaS SERVICES

2.1 During the Subscription Term identified in Section 6.1 below, Customer will receive a nonexclusive, non-assignable, non-transferrable royalty free, right to access and use the SaaS Services in the SaaS Region, solely for internal business operations subject to the terms of this SaaS Agreement and up to the number of Users documented in Exhibit A attached hereto.

2.2 Customer acknowledges that this SaaS Agreement is a licensing agreement governing the rights and responsibilities of the Parties related solely to the use of the Software within the SaaS Region, and NinePatch will not be setting up additional instances of the Software. Any additional territories will be added as SaaS Regions, as defined above. NinePatch will not be delivering copies of the Software to Customer as part of the SaaS Services.

2.3 NinePatch reserves the right, in its sole discretion, to make any changes to the SaaS Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the SaaS Services; (ii) the use of the SaaS Services by Customer; or (iii) the cost efficiency or performance of the SaaS Services; or (b) to comply with applicable law. Such changes may include, but are not limited to, changes to access controls, and change management and system changes to the NinePatch platform.

2.4 Except as otherwise expressly provided in this Agreement, as between the parties:

(a) NinePatch has and will retain sole control over the operation, provision, maintenance, and management of the SaaS Services; and

(b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer's hosted environment, and sole responsibility for all access to and use of Customer Content by any person by or through the Customer Hosted environment or any other means controlled by Customer or any Administrator User.

3. RESTRICTIONS

3.1 Customer shall not, and shall not permit anyone, including employees, sub-contractors, administrators, network members, users, or others to: (i) copy or republish the SaaS Services or Software; (ii) make the SaaS Services available to any person other than authorized Users; (iii) use, access or resell the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties; (iv) remove, modify, or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the SaaS Services or in the Documentation; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law; or (vi) access the SaaS Services or use the Documentation (defined in Section 1, above) in order to build a similar product or competitive product. Subject to the limited licenses granted herein, NinePatch shall own all right, title, and interest in and to the SaaS Services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title, and interest it may have in the foregoing to NinePatch. Additionally, Customer agrees that any restrictions on use

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populated inside the Platform are incorporated into this agreement and it is incumbent on Customer and Users to comply with all such restrictions.

3.2 Restrictions related to "White Labeling" the NinePatch Software include all restrictions in this Section 3. Additionally, Customer may not rebrand, modify or alter any Collateral Materials, including videos, web links, user guides, and other support or training documentation supplied to Customer by NinePatch, without the prior written consent of NinePatch.

3.3 Restrictions related to Application Programming Interfaces (APIs) Licensing – NinePatch and Customer will, at Customer's request, agree to specific API Licensing agreements related to Use of APIs within the SaaS Region.

4. CUSTOMER RESPONSIBILITIES

4.1 Assistance. Customer shall provide commercially reasonable information and assistance to NinePatch to enable NinePatch to deliver the SaaS Services. Additional Customer Responsibilities are set forth in Exhibit A to this SaaS Agreement. Upon request from NinePatch, Customer shall promptly deliver Customer Content to NinePatch in an electronic file format acceptable to NinePatch. Customer acknowledges that NinePatch's ability to deliver the SaaS Services (and Other Services set forth in a duly approved Change Order) in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance as well as resource availability.

4.2 Compliance with Laws. Customer shall comply with all applicable local, state, national, and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data, including the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act. Customer acknowledges that it is solely responsible for identifying all laws applicable to it and NinePatch shall have no obligation or responsibility to inform Customer of any changes in such laws. Customer acknowledges that NinePatch exercises no control over the content of the information transmitted by Customer or the Users through the SaaS Services. Customer shall not upload, post, reproduce, or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights. NinePatch's conformance with applicable laws, and any material impact such compliance may have on the terms and conditions of this SaaS Agreement, is NOT considered a breach by NinePatch of this or any associated agreements except insofar as a conformance or nonconformance directly contradicts an explicit commitment in Exhibit A to this agreement. All other terms and conditions of this SaaS Agreement and associated agreements will remain in full effect. This includes NinePatch's compliance with any and all information security laws, rules and regulations that could impact the terms and conditions in this SaaS Agreement.

4.3 Unauthorized Use & False Information. Customer shall: (a) notify NinePatch immediately of any unauthorized use of any password or user ID or any other known or suspected breach of security; (b) report to NinePatch immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Customer or any authorized User; and (c) not provide false identity information to gain access to or use the SaaS Services.

4.4 Administrator Access. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to; (a) securely administer the

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distribution and use of all access credentials and protect against any unauthorized access to or use of the SaaS Services; and (b) control the content and use of Customer Content, including the uploading or other provision of Customer Content. Customer shall be solely responsible for (c) the security and use of Customer's and its Administrator Users' passwords or user IDs; (d) all access to and use of the SaaS Services directly or indirectly by or through Customer's systems or its Administrator Users' passwords or user IDs, without or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and (e) the acts and omissions of its Administrator Users. NinePatch shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users. Any services required by Customer to repair faulty changes made by Customer's Administrator Users will be charged to Customer at NinePatch's then standard hourly rate defined in Exhibit B in this agreement.

4.5 Customer Management of Data. Customer is solely responsible for collecting, inputting, and updating all Customer Content stored in its Hosted environment, and for ensuring that the Customer Content, and Customer's network member content, does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark, or other intellectual property right of any third party; or (ii) contain anything that is obscene, defamatory, harassing, offensive. or malicious. Customer acknowledges and agrees that NinePatch is not responsible for the collecting, inputting, or updating of any Customer Content, nor the accuracy or completeness of any Customer Content existing in Customer's Hosted environment that has been entered by Customer or any Administrator User or that is populated by or through message passing interface (MPI) or single sign on (SSO).

4.6 Customer Data Authorization to NinePatch. Subject to the terms and conditions of this SaaS Agreement, Customer authorizes NinePatch to copy, store, configure, perform, display, and transmit Customer content solely as necessary to provide the SaaS set forth in this Agreement to Customer.

4.7 Ownership and Restrictions. Customer retains ownership and intellectual property rights to its Customer Content. NinePatch or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under this SaaS Agreement. Third party technology that may be appropriate or necessary for use with some NinePatch programs is specified in the program documentation or ordering document as applicable. Customer's right to use such third-party technology is governed by the terms of the third-party technology license agreement entered into by NinePatch and not under this SaaS Agreement. Additionally, NinePatch has sole discretion to select and change third-party technology vendors with regard to the provision of services under this SaaS Agreement. If a third-party technology vendor is changed, the new vendor capabilities will at least meet the minimum requirements set forth in this SaaS Agreement.

4.8 Customer Suggestions. NinePatch shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate, in its sole discretion, into the SaaS Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Administrator Users, relating to the operation of the SaaS Services.

5. CHANGE ORDERS AND ALL PAYMENTS

5.1 Change Orders. Customer shall submit requests for Other Services as modifications to the SaaS Services pursuant to a Change Order, requested as set forth in Exhibit C. All Other Services acquired by

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Customer related to the SaaS Services provided under this SaaS Agreement shall be governed exclusively by this SaaS Agreement and any applicable executed Change Order(s). In the event of a conflict between the terms of a Change Order and this SaaS Agreement, the terms of the Change Order shall take precedence as related to Change Order fees, invoicing schedule(s), targeted deliverables, and schedule.

5.2 Invoicing and Payments. Unless otherwise provided in Exhibit B, or an amendment thereto, NinePatch shall invoice Customer for all fees on the Effective Date of the SaaS Agreement and upon execution of any amendment to Exhibit B. Customer shall pay all undisputed invoices within 30 calendar days (net 30) after Customer receives the invoice. Except as expressly provided otherwise in this SaaS Agreement, including Exhibit B, all fees are non-refundable. All fees are stated in United States Dollars and must be paid by Customer to NinePatch in United States Dollars.

If Customer fails to make any payment when due, in addition to all other remedies that may be available:

(a) NinePatch may, after 60 days, charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

(b) Customer shall reimburse NinePatch for all reasonable costs incurred by NinePatch in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees;

(c) if such failure continues for thirty (30) days following written notice thereof, NinePatch may suspend performance of the SaaS Services until all invoiced amounts due, and interest thereon, have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension, and;

NinePatch retains the right to adjust any fees annually to account for increases in NinePatch-vendor pricing to NinePatch. Any such increases will be passed through to Customer and will not exceed five percent (5 %) or the Consumer Pricing Index value each year, whichever is higher.

5.3 Expenses. Customer will reimburse NinePatch for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services as referenced in Exhibit B. NinePatch shall request Customer's signed approval prior to incurring any such expense. NinePatch shall comply with Customer's travel and expense policy if made available to NinePatch prior to the required travel.

5.4 Taxes. NinePatch shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the SaaS Services and Other Services. Customer shall not be liable for taxes based on NinePatch's net income, capital, or corporate franchise. If Customer is exempt from sales taxes according to the Internal Revenue Service (IRS), Customer will supply NinePatch with evidence of such approved sales tax-exempt status.

6. TERM AND TERMINATION

6.1 Subscription Term of SaaS Agreement. This SaaS Agreement will commence on the Effective Date and will remain in effect for three years, unless sooner terminated as hereinafter set forth (the "Initial Term"). Thereafter, this SaaS Agreement shall automatically renew for successive terms of one year each based on the pricing structure in effect at the end of the Initial Term or immediately

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preceding term, unless earlier terminated pursuant to this SaaS Agreement's express provisions or upon written notice of non-renewal by either party at least 120 days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

6.2 Termination. In addition to any other express termination right set forth elsewhere in this SaaS Agreement:

(a) Notwithstanding the provisions of Section 6.3 below, NinePatch may terminate this SaaS Agreement, effective on written notice to Customer, if Customer (i) fails to pay any amount when due hereunder, and such failure continues more than 30 days after NinePatch's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 3 (Restrictions), Section 4.5 (Customer Management of Date) or Section 11 (Confidentiality).

(b) Either party may terminate this SaaS Agreement, effective on written notice to the other party, if the other party materially breaches this SaaS Agreement, and such breach: (i) is incapable of cure (as reasonably defined by the non-breaching party); or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

(c) Either party may terminate this Agreement effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) The timelines set forth in subsections (a), (b), and (c) above shall be tolled in the event either party pursues dispute resolution as set forth in Section 12.18 below.

6.3 Suspension for Non-Payment. In addition to any other rights set forth in this SaaS Agreement, NinePatch reserves the right to suspend delivery of SaaS Services or terminate this SaaS Agreement for cause if Customer fails to timely pay any amounts due to NinePatch under this SaaS Agreement provided that such payment obligation is not subject to a good faith dispute. In the event of a good faith dispute that the Parties cannot resolve, in addition to suspension rights set forth herein, the termination provisions in Section 6.2 will apply. NinePatch will timely notify Customer of such failure to pay and allow a ten (10) business day period to cure such nonpayment. If Customer fails to cure, the SaaS Services shall be suspended effective immediately upon the expiration of such ten (10) business day cure period, without further notification from NinePatch. Suspension of the SaaS Services shall not release Customer of any of its payment obligations under this SaaS Agreement, including all past due payments under this SaaS Agreement, Other Work, and any remaining amounts for SaaS licensing through the Term, as set forth in Exhibit B of this SaaS Agreement. NinePatch's suspension and termination rights under this Section 6.3 shall not be subject to the dispute resolution procedure set forth in Section 12.18 and shall be in addition to the rights set forth in Sections 6.2, 6.4 and 6.5. Customer agrees that NinePatch shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to suspension of the SaaS Services resulting from Customer's nonpayment.

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6.4 Suspension for Ongoing Harm. NinePatch reserves the right to suspend delivery of the SaaS Services if NinePatch reasonably concludes that Customer or a User's use of the SaaS Services is causing immediate and ongoing harm to the Software NinePatch or NinePatch's other customers. In the extraordinary case that NinePatch must suspend delivery of the SaaS Services under this Section 6.4, NinePatch shall give Customer seventy-two (72) hours' written notice prior to any suspension, and the Parties shall diligently attempt to resolve the issue. Notwithstanding the foregoing, NinePatch's suspension rights under this Section 6.4 shall not be subject to the dispute resolution procedure set forth in Section 12.18 and shall be in addition to the rights set forth in Sections 6.2, 6.3 and 6.5. NinePatch shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to any good faith and reasonable suspension of the SaaS Services in accordance with this Section 6.4. Nothing in this Section 6.4 will limit NinePatch's rights under Sections 6.2, 6.3 and 6.5.

6.5 Effect of Termination. Upon the effective date of termination of this SaaS Agreement or expiration of the Subscription Term as provided above, NinePatch shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate. If NinePatch terminates this SaaS Agreement due to any breach by Customer, then Customer shall immediately pay to NinePatch all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by NinePatch, then NinePatch shall immediately repay to Customer all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date. If Customer terminates this SaaS Agreement without cause, then NinePatch shall immediately repay to Customer the lesser of (i) the prorated value of six months' worth of pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date, or (ii) pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date.

(a) Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the Parties.

(b) Upon termination of this SaaS Agreement, all Customer data, including but not limited to all Personal Data in NinePatch's possession, will be provided to Customer.

(c) The provisions set forth in the following sections, and any other right or obligations of the parties to this SaaS Agreement that, by its nature, should survive termination or expiration of this SaaS Agreement, will survive any expiration or termination of this SaaS Agreement: Section 3 (Restrictions), Section 6.5 (Effect of Termination), Section 8 (Warranties), Section 9 (Limitations of Liability), Section 10 (Indemnification), Section 11 (Confidentiality), and Section 12 (General Provisions).

7. SERVICE LEVEL AGREEMENT

The Service Level Agreement ("**SLA**") for the SaaS Services is set forth in Exhibit D hereto. The SLA sets forth Customer's sole remedies relating to any claims based on availability or quality of the SaaS Services, including any failure to meet any guarantee set forth in the SLA.

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8. WARRANTIES

8.1 Warranty. NinePatch represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. Customer's exclusive remedy for any breach of a warranty shall be as provided in Section 6, Term and Termination.

8.2 NINEPATCH WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. NINEPATCH DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT NINEPATCH WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT NINEPATCH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMERCIAL COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND VOICE AND DATA SERVICES PROVIDED BY COMMERICAL CARRIER LINES, TO INCLUDE FACSIMILE OR TEXT MESSAGING, AND THAT THE SAAS SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMERCIAL COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NINEPATCH (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT GENERALLY AND THE SAAS SERVICES. NEITHER NINEPATCH NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE AND THE HOST/HOSTING SERVICE AS DEFINED IN THIS SAAS AGREEMENT WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL NINEPATCH OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT, OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

9. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF NINEPATCH) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA, OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR SOFTWARE LICENSING UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. In no event shall NINEPATCH be liable for any damages relating to any Services previously delivered and accepted work under this SaaS Agreement. The foregoing limitations shall not apply to the Parties' obligations (or any breach thereof) under Section 3 (Restrictions), Section 10 (Indemnification), or Section 11 (Confidentiality).

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10. INDEMNIFICATION

10.1 Indemnification by NinePatch. If a third party makes a claim against Customer that the SaaS Services infringe any patent, copyright, or trademark, or misappropriate any trade secret, NinePatch shall defend Customer and its directors, officers, and employees against such claim at NinePatch's expense and NinePatch shall pay all losses, damages, and expenses (including reasonable attorneys' fees) awarded against Customer or agreed to in a written settlement agreement signed by NinePatch, to the extent arising from the claim. NinePatch shall have no liability for any claim based on: (a) the Customer Content; (b) modification of the SaaS Services not authorized by NinePatch; or (c) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement. In the event of a claim of infringement against Customer, and in lieu of indemnification as described above, NinePatch may, at its sole option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

10.2 Indemnification by Customer. If a third party makes a claim against NinePatch that the Customer Content infringes any patent, copyright, or trademark, or misappropriates any trade secret, Customer shall defend NinePatch and its directors, officers, and employees against such claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) awarded against NinePatch or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.

10.3 Conditions for Indemnification. A party seeking indemnification under this section shall: (a) promptly notify the other party of the claim; (b) give the other party sole control of the defense and settlement of the claim (subject to the right of the indemnifying party to sign any settlement agreement); and (c) provide, at the other party's expense, for out-of-pocket expenses related to such, the assistance, information, and authority reasonably requested by the other party in the defense and settlement of the claim.

11. CONFIDENTIALITY

11.1 Definition. "**Confidential Information**" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary"; (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure; (c) is specifically deemed to be confidential by the terms of this SaaS Agreement; or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. NinePatch software and Documentation are deemed Confidential Information of NinePatch.

11.2 Confidentiality. During the term of this SaaS Agreement and for five years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its

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obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party in writing of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party related to this SaaS Agreement.

11.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party; (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party; or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the Parties but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information, to the extent permitted by law; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as vendors, suppliers, accountants, lawyers, bankers, and investors.

12. GENERAL PROVISIONS

12.1 Non-Exclusive Service. Customer acknowledges that SaaS Services are provided on a non-exclusive basis. Except as provided in this section, nothing herein shall be deemed to prevent or restrict NinePatch's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

12.2 Personal Data. Customer hereby acknowledges and agrees that NinePatch's performance of this SaaS Agreement may require NinePatch to process, transmit, and/or store personal data of Customer's clients, employees or affiliates. By submitting personal data to NinePatch, Customer agrees that NinePatch and its Affiliates may process, transmit, and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling NinePatch to perform its obligations under this SaaS Agreement. In relation to all Personal Data provided by or through Customer to NinePatch, Customer will be responsible as sole Data Controller for complying with all applicable data protection or similar laws, including but not limited to EU Directive 95/46/EC and laws implementing such Directive that regulate the processing of Personal Data and special categories of data as such terms are defined in that Directive. Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Customer Content and using the Software and NinePatch SaaS Services. Customer confirms that Customer is solely responsible

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for any Personal Data that may be contained in Customer Content, including any information which any User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Personal Data of its clients by NinePatch under this SaaS Agreement, including that such processing according to Customer's instructions will not place NinePatch in breach of applicable data protection laws. Customer is responsible for ensuring that all data placed into the Platform by Customer or Users comports with all associated restrictions or special requirements, including but not limited to, any cross-border transfer restrictions.

12.3 NinePatch Personal Data Obligations. In performing the SaaS Services, NinePatch will comply with the NinePatch Privacy Policy. The NinePatch Privacy Policy is subject to change at NinePatch's discretion; however, NinePatch policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the services have been paid. The policies referenced in this SaaS Agreement specify the Parties' respective responsibilities for maintaining the security of Customer data in connection with the SaaS Services. NinePatch reserves the right to provide the SaaS Services from Host locations, and/or through use of subcontractors, worldwide. NinePatch subscribes to the United States/European Union Safe Harbor Principles, and as a result, appears on the U.S. Department of Commerce Safe Harbor list (available at http://www.export.gov/safeharbor) as of the Effective Date of this SaaS Agreement. NinePatch's Safe Harbor certification specifically includes NinePatch's performance of services for Customer-provided Personal Data. NinePatch will only process Customer Personal Data in a manner that is reasonably necessary to provide SaaS Services and only for that purpose. NinePatch will only process Customer Personal Data in delivering NinePatch SaaS Services. Customer agrees to provide any notices and obtain any consent related to NinePatch's use of the data for provisioning the SaaS Services, including those related to the collection, use, processing, transfer, and disclosure of Personal Data. Customer shall retain ownership of all Customer data and shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of Customer data.

12.4 Assignment. Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale, or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement; provided, however, that by doing so such party shall not be relieved of any obligation under this SaaS Agreement.

12.5 Notices. Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five business days after mailing if sent by registered or certified U.S. mail; (b) when transmitted if sent by facsimile or email, provided that a copy of the notice is promptly sent by another means specified in this section; or (c) when delivered if delivered personally or sent by express courier service. Notices to Customer will be sent to the address for Customer set forth on page 1 of this SaaS Agreement. Notices to NinePatch will be sent to NinePatch, PO Box 24368, Knoxville, TN 37933.

12.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation set forth herein, in whole or in part, as a result of causes beyond its reasonable control, and without its fault

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or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, pandemics, communication line failures, and power failures.

12.7 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

12.8 Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

12.9 Entire SaaS Agreement. This SaaS Agreement (including all Change Orders and Exhibits) contains the entire agreement of the Parties and supersedes all previous oral and written communications by the Parties, concerning the subject matter of this SaaS Agreement and related agreements or amendments thereto. This includes any business associate agreements and mutual non-disclosure agreements executed by the Parties, the terms of which are expressly incorporated fully by reference into this SaaS Agreement. This SaaS Agreement may only be amended in writing and signed by both Parties. Standard or printed terms contained in any unexecuted Change Order are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against an unexecuted Change Order shall not be deemed acceptance of the terms of such Change Order.

12.10 Survival. Sections 3 (Restrictions), 6 (Term and Termination, 8 (Warranties), 9 (Limitations of Liability), 10 (Indemnification), 11 (Confidential) and 12 (General Provisions) of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

12.11 Cooperation/Collaboration. Customer acknowledges and agrees, in exchange for preferred pricing as given in this SaaS Agreement, and if the Software is performing as expected, to be a business reference and/or referral for NinePatch. Customer also agrees, upon reasonable request, to collaborate with NinePatch's marketing activities around the Software. With Customer's permission, NinePatch may include Customer's name and logo in its customer lists and on its website. Upon full execution of this SaaS Agreement, NinePatch may issue a high-level press release announcing the relationship and the way Customer will use the NinePatch solution. NinePatch shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release, as necessary.

12.12 Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Customer agrees that such export control laws govern its use of the SaaS Services (including technical data) and any services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs, and/or materials resulting from SaaS Services and/or Other Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

12.13 No Third-Party Beneficiaries. This SaaS Agreement is an agreement between the Parties, and confers no rights upon either party's employees, agents, contractors, partners or customers, or upon any other person or entity.

12.14 Independent Contractor. The Parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the Parties will be deemed to place the Parties in any other

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relationship. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

12.15 Statistical Information. NinePatch may anonymously compile statistical information related to the performance of the SaaS Services for purposes of improving the SaaS Services, provided that such information does not identify Customer Content or include Customer's name.

12.16 Governing Law. This SaaS Agreement will be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflict of law principles. Each party irrevocably submits to the exclusive jurisdiction of and venue in the state courts of Delaware in any suit, action, or proceeding relating to the SaaS Agreement. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. In the event any dispute between the parties in relation to this SaaS Agreement is resolved by a decision of a court, the prevailing party in such suit shall be entitled to recovery of all such party's reasonable attorneys' fees, costs, and expenses.

12.17 Compliance with Laws. NinePatch shall comply with all applicable local, state, national, and foreign laws in connection with its delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data.

12.18 Dispute Resolution. Except with respect to intellectual property rights, Suspension for Non-Payment (as provided in Section 6.3) or Suspension for Ongoing Harm (as provided in Section 6.4), in the event of a dispute between the Parties relating to the interpretation or performance of this SaaS Agreement or the termination thereof, the Parties agree to hold a meeting regarding such dispute within 15 days of written request by either party, attended by representatives of each Party with decision-making authority, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the Parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it, subject to the terms of this SaaS Agreement. Dispute resolution will be conducted, when possible, remotely. If in-person attendance is required, dispute resolution will be conducted in the venue set forth above in Section 12.16.

12.19 Signatures. This SaaS Agreement and all Exhibit incorporated by reference may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this SaaS Agreement by facsimile or other electronic transmission (including via PDF) will be effective as delivery of a manually executed counterpart.

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IN WITNESS WHEREOF, the Parties have caused this SaaS Agreement to be executed as of February 7, 2023; 2023, the **"Effective Date"**, by their duly authorized representatives.

County of Mariposa, a political subdivision	**NinePatch, Inc.**
By: DocuSigned by: Miles S Menetrey B43EC70C19BE446...	By: DocuSigned by: Leigh G. Sterling-Gooden FB09ED8C22054E7...
Name: Miles Menetrey	Leigh Sterling-Gooden
Title: Chair, Mariposa County Board of Supervisors	President and CEO

Approved as to Legal Form:
DocuSigned by:
Steve Dahlem
F6A416F06B394BF...
Steven W. Dahlem, County Counsel

4894-1291-0131, v. 1

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NinePatch

EXHIBIT A

Statement of Work

This Exhibit A incorporates, fully by reference, any future Purchase Orders, Change Orders and Statements of Work ("SOWs") and sets forth the Services to be provided and agreed to by the Parties. Changes to any existing feature functionality of the installed Software shall be addressed through the Change Order process.

1. **Description**
   1.1. NinePatch Whole Person Care (WPC) is a next generation Community Information Exchange (CIE) 2.0 platform. Highly visual, intuitive and purpose built to deliver on the promise of coordinated Social Determinants-based care for populations with multiple needs across Medical, Social and Behavioral care domains.
2. **Deliverables**
   2.1. NinePatch Whole Person Care SaaS License
   2.1.1. Includes 250 User Licenses.
   2.1.2. SaaS Region shall include the following County(s) in California: Mariposa.
   2.1.3. **Setup and Installation**: An instance of the NinePatch WPC shall continue to be made available for use by Customer in two distinct environments: Training and Production. The Training environment is used by Customer Users to conduct community partner (end user) training. The Production environment is used by trained community partner Users to provide services to community members (clients). These instances include NinePatch Generally Available (GA) release functionality only, additional functionality requested by Customer beyond the current GA release shall continue to be implemented through other project deliverables which are identified and contracted separately through the Change Management process in Exhibit C.
   2.1.4. **Project Management**: Provided from kickoff to deployment including scheduled meetings, frequent communications and status updates, organization of project artifacts, and documentation of risks, assumptions, issues, dependencies, and decisions.
   2.1.5. **Training**: Train-the-trainer. Provided to administrators, trainers, and key stakeholders to gain knowledge of the NinePatch system, and gain confidence and experience to lead training and support end users. Topics include Privacy & Consent, Train-the-Trainer Sessions, Administrator Tasks, Reporting, Technical Support Process & Ticketing, Client Batch Upload.
   2.1.6. **Single Sign-On (SSO) Integration**: SSO integration is the process by which a user is authenticated by one system and that authentication is shared with another system. SSO integration refers to the sharing of user identity between an Identity Provider (IDP) that manages identity and a Service Provider (SP) that provides a service. The integration allows a user to authenticate against an IDP and utilize that authentication to automatically access a SP. In scope for the initial project is one (1) SSO integration with inSync EHR, the Platform will act as a SP. Nonstandard integration will trigger additional fees. SSO integration requires the following:
      2.1.6.1. The system to integrate must be able to serve as an Identity Provider (IDP).

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2.1.6.2. The system to integrate must utilize a supported protocol: Active Directory (AD), Lightweight Directory Access Protocol (LDAP), Open Authentication (OAuth 2.0), Open ID Connect (OIDC), OAuth 2.0, or Security Assertion Markup Language (SAML).

2.1.6.3. The system to integrate must provide the necessary configuration: attributes, certificates, endpoints, metadata, and other settings.

2.1.6.4. The system to integrate must allow communication with the Platform identity service, typically through the Internet.

2.1.6.5. The system to integrate must utilize a supported linking identifier: email address or username.

2.1.6.6. SSO users must be provisioned in the Platform prior to initiating a SSO session. The Platform does not allow automatic provisioning of users.

2.1.6.7. Passing client/patient context requires integration with a Master Person Index (MPI) as the Platform requires a unique client/patient identifier.

2.1.6.8. The requirements presume that there are only two systems involved in the authentication process, the system to integrate and the Platform. The SSO process is dependent upon trust between these systems and the trust is non-transitive to other systems.

2.1.7. **Master Person Index (MPI) Integration**: MPI integration refers to the sharing of client/patient identifying, demographic, and contact information between an MPI and NinePatch. The integration ensures that data created for a client in NinePatch can be linked correctly to data for the same client/patient in the MPI and thereby other systems. Support protocols: Application Programming Interfaces (APIs) and HL7 messages (e.g., ADT). Nonstandard integrations will trigger additional fees. In scope for the initial project is one (1) MPI integration with inSync EHR.

2.1.8. **CCS Starter Pack**: Community Convenor Services focused on a review of CIE Toolkit assets as outlined in Exhibit E. Limited to 10 hours, delivered no more than 2 hours per week. Additional CCS hours available through the Change Management Process as outlined in Exhibit C.

2.2. Optional Implementation Services

2.2.1. **Admit, Discharge, Transfer (ADT) Integration**: ADT integration refers to the sharing of patient visit information between a Health Information Exchange (HIE) or another healthcare system and NinePatch. The integration allows information about a patient admission, discharge, or transfer to, from, or between facilities to display in a NinePatch client profile. Supported protocols: Health Level 7 (HL7) v2 or Fast Health Information Resource (FHIR) v4. Nonstandard integrations will trigger additional fees.

2.2.2. **Single Sign-On (SSO) Integration**: SSO integration is the process by which a user is authenticated by one system and that authentication is shared with another system. SSO integration refers to the sharing of user identity between an Identity Provider (IDP) that manages identity and a Service Provider (SP) that provides a service. The integration allows a user to authenticate against an IDP and utilize that authentication to automatically access a SP. The Platform will act as a SP. Nonstandard integration will trigger additional fees. SSO integration requires the following:

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2.2.2.1. The system to integrate must be able to serve as an Identity Provider (IDP).

2.2.2.2. The system to integrate must utilize a supported protocol: Active Directory (AD), Lightweight Directory Access Protocol (LDAP), Open Authentication (OAuth 2.0), Open ID Connect (OIDC), OAuth 2.0, or Security Assertion Markup Language (SAML).

2.2.2.3. The system to integrate must provide the necessary configuration: attributes, certificates, endpoints, metadata, and other settings.

2.2.2.4. The system to integrate must allow communication with the Platform identity service, typically through the Internet.

2.2.2.5. The system to integrate must utilize a supported linking identifier: email address or username.

2.2.2.6. SSO users must be provisioned in the Platform prior to initiating a SSO session. The Platform does not allow automatic provisioning of users.

2.2.2.7. Passing client/patient context requires integration with a Master Person Index (MPI) as the Platform requires a unique client/patient identifier.

2.2.2.8. The requirements presume that there are only two systems involved in the authentication process, the system to integrate and the Platform. The SSO process is dependent upon trust between these systems and the trust is non-transitive to other systems.

2.2.3. **Master Person Index (MPI) Integration**: MPI integration refers to the sharing of client/patient identifying, demographic, and contact information between an MPI and NinePatch. The integration ensures that data created for a client in NinePatch can be linked correctly to data for the same client/patient in the MPI and thereby other systems. Support protocols: Application Programming Interfaces (APIs) and HL7 messages (e.g., ADT). Nonstandard integrations will trigger additional fees.

2.2.4. **Resource Directory (RD) Integration**: This integration refers to the sharing of resource data (organizations and services) between an external resource directory and the integrated NinePatch resource directory. The integration ensures that resource information provided to clients is accurate; data inserted/updated in one resource directory is inserted/updated in the other resource directory. Supported protocols: CSV Upload (via standard template) and APIs. Nonstandard integrations will trigger additional fees.

2.2.4.1. **Note**: Unless there is an integration with a third-party Resource Directory, Customer shall be responsible for populating Resource Directory entries. NinePatch is available to assist if needed through our Change Management process, as described in Exhibit C.

2.2.5. **Region Add-On License**: Regional expansion allows the base system to grow with two distinct advantages: 1. No need for a new SaaS Agreement or the associated minimum fees. 2. White-label configuration to allow each Region to appear autonomous.

2.2.6. **Community Convenor Services:** Facilitation and/or Staff Augmentation services which may include one or more of the following:

2.2.6.1. Facilitation

2.2.6.1.1. Facilitator/Project Manager to work with Customer to customize the NinePatch CIE Toolkit collateral to Customer's needs and brand.

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2.2.6.1.2. Facilitation and support of Community Governance building activities.
2.2.6.1.3. Work with Customer or Community Governance to identify additional funding strategies.
2.2.6.1.4. Work with Customer or Community Governance to identify initiative Sustainability Models.
2.2.6.1.5. Development of Customer Marketing and Training Collateral.
2.2.6.2. Boots on the Ground
2.2.6.2.1. Staff augmentation for marketing outreach, cold-calling, resource directory eligibility data validation, or other purposes as required.

2.3. Collateral Materials

2.3.1. CIE Toolkit: Introductory video to NinePatch, video on Toolkit contents and Toolkit documents (Exhibit E). Services to interpret and/or deploy contents of the Toolkit may be delivered per Section 2.5 below.
2.3.2. Training: Train-the-Trainer, Training documents and resource guides. Additional training may be delivered per Section 2.5 below.
2.3.3. Support Ticketing: Documentation and introductory video to Service Desk, a support ticketing application powered by Zoho.
2.3.4. Reporting Tool: Customer Admins will have access to our reporting tool learning environment. Additional hours may be delivered per Section 2.5 below.

2.4. **Platform Support/Help Desk and Maintenance**: NinePatch will provide technical support for resolving issues caused by any defects in the existing NinePatch Platform (known as "Level 2 and 3 Support"), as well as, maintenance release updates, pursuant to the terms and conditions specified in Exhibit D.

2.5. **Other Services:** Any Customer Change Requests will be prioritized at the time of receipt, subject to available resources in the form of a Change Order as set forth in Exhibit C and are invoice separately from the NinePatch SaaS Agreement licensing, support and maintenance fees.

2.6. **Customer Requirements:** Customer will provide the following services:

2.6.1. Project and Technical Management Services: Community engagement resources (Community Network member recruiting, Community Network member onboarding, and Network operating governance) and Customer IT support to enable successful completion of all deliverables.
2.6.2. Adequate IT staff resources capable of programming required for Customer systems: Integration/Interface development for the Platform.
2.6.3. Dedicated Customer staff resource for engaging community partners including end user training, onboarding and support.
2.6.4. Community resource directory oversight, including management and updates.
2.6.5. Computing and network resources in order to access and operate the NinePatch instance.
2.6.6. System Support/Help Desk (known as "Level 1 Support").

3. **NinePatch Minimum Requirements**

The NinePatch Platform is a web-based application. Use of the Platform requires a supported web browser running on a computer with a minimum of 4 GB of system memory (RAM) and a minimum of 3 MBPS Internet connection. While the Platform is based on HTML, which is supported by all web browsers, it leverages features that may not be common to all. These features include Audio

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Capture, Cookies, JavaScript, Local Storage, and Session Storage. Currently supported web browsers include:

- Google Chrome v94+
- Microsoft Edge v45+
- Mozilla Firefox v90+

While it is possible to use NinePatch with Apple Safari 10.14+ and Microsoft Internet Explorer 11+, these web browsers are not officially supported and are not warrantied, as set forth in Section 8.2 of the SaaS Agreement. Additionally, these items are not enabled on any Customer local machine attempting to use NinePatch.

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EXHIBIT B

Product and Services Fees

This Exhibit B incorporates, fully by reference, any future Purchase Orders and Change Orders, and sets forth the Product and Service Fees agreed to by the Parties for the Project Scope and Deliverables.

1. **Users**: NinePatch's hosted, web-based Platform is for **250** User Licenses, as defined in the SaaS Agreement and constrained in Exhibit A, Section 2.1.2. The cost for additional User Licenses is set forth below and may also be modified through a future Purchase Order, should the Customer exceed the limits stated above. The required procedure for submitting a Change Order and a sample of the Change Order form is set forth in Exhibit C. Note that no Usernames, passwords or other information allowing access into the Platform may be shared by any person, and these credentials are only for the use of the User. Any variation of this protocol contrary to NinePatch's Information Security Program is the responsibility of Customer and NinePatch is neither responsible nor accountable for any liability or damages arising from such deviation from protocol.
2. **Term:** The Term of this Exhibit and future Purchase Orders and Change Orders are the same as the controlling SaaS Agreement.
3. **Total Contract Value:** (all fees are in U.S. dollars and exclude applicable taxes)
   The fees set forth in this Exhibit include access to and usage of the SaaS Services during the Subscription Term for the defined number of User Licenses, herein. NinePatch shall issue an invoice in accordance with the terms set forth in the SaaS Agreement.
   NinePatch retains the right to adjust any fees annually to account for increases in NinePatch-vendor pricing to NinePatch. Any such increases will be passed through to Customer and will not exceed five percent (5 %) or the Consumer Pricing Index value each year, whichever is higher.
   When applicable, Customer and NinePatch agree to execute a follow-on Purchase Order(s) for the purchase of additional User Licenses if at any time during the Subscription Term or Renewal Term the Customer exceeds the number of User Licenses allowed. Additional User Licenses may be purchased in blocks of 50 users in accordance with the following Section:
   3.1. Add-on User Licenses: $50 per user per month, sold in blocks of 50 licenses.
      3.1.1. Tiered User Licenses based on total User count. Note that ALL User Pricing is based on the highest Tier achieved from the date a Purchase Order is executed to increase the number of users. The new User Pricing due will take into account any pre-paid annual User License fees, and the remaining balance of pre-paid annual User License fees will be credited to the new User Pricing amount for the remainder of the User Licensing term.

Tiered Pricing	
Per User Per Month	Tier, up to
$50	500
$45	1,000
$40	1,500
$35	2,000
$30	2,500

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$25	3,000
$20	5,000+

3.2. **In Scope Deliverables**, per Exhibit A, Section 2

3.2.1. One-time Costs

Deliverable	One-Time Fee	Notes
Setup and Installation	$18,000	Fixed fee to stand up Customer instance of Platform.
Project Management	$62,400	Project Management (up to 20 hours per week).
Training	$9,600	Train-the-Trainer (up to 3 students) services sufficient to equip Customer to operate the Platform.
SSO Integration	$12,000	One SSO integration with inSync EHR included, plus Support & Maintenance.
MPI Integration	$12,000	One MPI integration with inSync EHR included, plus Support & Maintenance.
CCS Starter Pack	$2,400	Limited to 10 hours, delivered no more than 2 hours per week.
Total One-time Costs	**$116,400**	50% due on execution, 50% due on acceptance.

3.2.2. Recurring Costs

Deliverable	Annual Fee	Notes
Platform License	$144,000	Base platform SaaS license with 250 users.
Support & Maintenance	$4,800	Two integrations at 20% per integration per year.
Total Recurring Costs	**$148,800**	Due on acceptance.

3.3. **Total Contract Value**: All one-time costs plus recurring costs for the Term: $562,800.

4. **Optional Integration and Service Add-ons**: Additional add-on services, initiated by Customer via Change Request as described in Section 2.5 of Exhibit A. See full descriptions in Exhibit A, Section 2.2.

Optional Deliverable	One-Time Fee Per Integration	Notes
ADT Integration	$12,000	Fixed fee to establish an ADT integration, plus 20% annual Support & Maintenance.

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MPI Integration	$12,000	Fixed fee to establish an MPI integration, plus 20% annual Support & Maintenance.
SSO Integration	$12,000	Fixed fee to establish a SSO integration, plus 20% annual Support & Maintenance.
Resource Directory Integration	$12,000	Fixed fee to establish a single Resource Directory integration, plus 20% annual Support & Maintenance.
Optional Deliverable	**Annual Fee**	**Notes**
Region Add-On License	$50,000	Regional segmentation; annual fee per each additional region. Each additional region may require Setup and Installation, Project Management, Training, User Licenses and any related Integration fees at then current rates.
Optional Deliverable	**One-Time Fee**	**Notes**
Community Convener Services	TBD	A jointly developed Statement of Work will be constructed that reflects the services to be delivered and the expected deliverables.

4.1. Other Services and Expenses, referenced in Exhibit A, Section 2.5

Optional Service	**Hourly Fee**	**Notes**
Other Services	$240.00	Other Services outside the scope of Exhibit A desired by the Customer can be provided through separate Change Orders at the stated hourly fee. The stated hourly fee is current as of contract execution and subject to the then current rates.
Travel Expenses	Actual Cost	Approved travel expenses will be reimbursed by Customer. No such travel expenses are currently anticipated. All travel expenses must be approved by Customer, in advance, prior to incurring such.

5. Customer Billing Information:

Billing Information	
Billing Department Name or Individual Contact:	Mariposa County Health & Human Services Attn: Lori Norman
Billing Department email:	Lnorman@mariposacounty.org

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Billing Department Address:	Mariposa County Health & Human Services c/o Lori Norman PO Box 99 Mariposa, CA 95338

6. **Maintenance:** Maintenance shall be performed from time to time by NinePatch without additional charge to the Customer. Maintenance does not include issues or changes identified by the Customer. Issues discovered by the Customer shall be handled by the Platform Support/Help Desk and Maintenance processes included in Exhibit D and any Customer-identified changes will be handled through the Change Management Process in Exhibit C referenced herein.

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EXHIBIT C

Change Management Processes

Overview

This document defines four processes: Change Requests, Purchase Orders, Fast Track Orders, and Change Orders. For the sake of clarity, applicable terms are identified as follows:

- **Ballpark Estimate** - The Ballpark Estimate provides a preview of a Change Order and includes an initial assessment of the scope, pricing, and schedule.
- **Change Request** - A request to NinePatch to make a change to the currently released version of the system licensed by Customer; such change may be identified by anyone (e.g., client, internal team member). Change requests are for something new that does not already exist within the system and/or has not been contracted. This document identifies the customer-facing process only.
- **Change Request Document (CRD)** - Documentation that details the Change Request. To ensure consistency and thorough requirements, NinePatch prefers the use of the CRD template, available upon request.
- **Change Order** - A legal work order/agreement binding both parties to the change. Customers wishing to make a change shall do so by providing their written requirements in a CRD. NinePatch will then use the CRD to develop a comprehensive scope of work (SOW). Change Orders are billed in two invoices: 50% upon contract execution, and 50% upon completion.
- **Discovery Fee** - A small, nonrefundable Discovery Fee invoiced upon receipt of change requests. This Discovery Fee allows us to recover some of the upfront costs associated with vetting a change request. If a customer chooses to move forward with (i.e., execute) a purchase order, fast track order, or change order, the Discovery Fee will be credited toward the total due. If the customer chooses not to move forward with a purchase order, fast track order, or change order, NinePatch will retain the Discovery Fee.
- **Fast Track Order** - A legal work order/agreement binding both parties to the change. Customers wishing to make a change shall do so by providing their written requirements in a CRD. NinePatch will then use the CRD to determine the scope of the request and an approach that provides a rapid turnaround. The total due is invoiced in full upon execution of the order. Fast Track Orders are often moved to the top of our development list. Payment in full allows the work to be expediated without incurring other fees (e.g., acceleration fee).
- **Issue** - Perceived functionality flaws in the performance of the system that are reported through the ticketing system. Issues are not to be confused with Change Requests.
- **Level of Effort (LOE)** – Completed by the Product Team, this detailed assessment of a change request is used to design the solution and develop the Change Order.
- **Purchase Order** - A legal work order/agreement binding both parties to the change. NinePatch follows a Purchase Order process for clearly identified technical requests (identified by NinePatch as an infrastructure/access change or similar request). Purchase Orders may or may not require a change request document. NinePatch will determine when a CRD is needed; there may

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be situations where a Purchase Order is issued by NinePatch without receipt of a CRD. The total due is invoiced in full upon execution of the order. Purchase Orders are often moved to the top of our development list. Payment in full allows the work to be expediated without incurring other fees (e.g., acceleration fee).

- **Scope of Work (SOW)** - A scope of work identifies a project's objectives, limits of scope, deliverables, estimated timeline, and projected cost.

Change Request Process

1. A change is identified.
2. Initial fields (in green) are documented by the Customer using the CRD template.
3. Customer submits Change Request to NinePatch's assigned Project Manager/Account Manager for review.
4. Project Manager/Account Manager reviews documentation for clarity and gaps. If needed, Project Manager/Account Manager works with Customer to clarify the request.
5. Customer and Project Manager/Account Manager meet to discuss document. Product Team may join this call. If NinePatch Team is to pursue request as a change order, additional information (in gray) will be provided by Customer using the CRD.
6. Project Manager/Account Manager notifies Accounting to issue invoice for Discovery Fee.
    i. Discovery Fee for Purchase Orders is a minimum of $500.
    ii. Discovery Fee for Fast Track Orders is a minimum of $500.
    iii. Discovery Fee for Change Orders is a minimum of $1,000 to initiate the discovery process for Change Orders, however, this fee could vary depending on the complexity of discovery required.
7. NinePatch Team reviews request for size, scope, and estimated cost.
    a. If request is for a technical solution (e.g., database):
        i. Project Manager/Account Manager provides preliminary pricing to Customer.
        ii. Purchase Order Process steps are followed.
    b. If request is not for a technical solution and is small in scope:
        i. Project Manager/Account Manager provides preliminary pricing to Customer.
        ii. Fast Track Process steps are followed.
    c. If request is not for a technical solution and is not small in scope:
        i. Change Order Process steps are followed.

Purchase Order Process

1. Business Development/Sales receives CRD from Project Manager/Account Manager.
2. Business Development/Sales drafts Purchase Order.

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3. Business Development/Sales forwards Purchase Order to Project Manager/Account Manager.
4. Project Manager/Account Manager shares Purchase Order with Customer.
5. Customer determines whether they want to pursue change according to the pricing and timeline.
    a. If Yes:
        i. The Purchase Order is signed/executed.
        ii. An invoice is issued for the Total Due.
        iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.
    b. If No:
        i. Project Manager/Account Manager notifies Product Team, and CRD and Purchase Order are archived.
        ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

Fast Track Order Process

1. Project Manager/Account Manager drafts Fast Track Order and forwards to Business Development/Sales to confirm pricing.
2. Project Manager/Account Manager shares Fast Track Order with customer.
3. Customer determines whether they want to pursue change according to the pricing and timeline.
    a. If Yes:
        i. The Fast Track Order is signed/executed.
        ii. An invoice is issued for the Total Due.
        iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.
    b. If No:
        i. Project Manager/Account Manager notifies Product Team, and CRD and Fast Track Order are archived.
        ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

Change Order Process

1. Product Team reviews documentation:
    a. For clarity, gaps, etc.
    b. To identify if change request is Customer/community-specific or platform-specific.
    c. Against roadmap, resource availability, and planned releases.
2. Product Team determines whether to pursue the change.

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a. If yes:
    i. Product Team prepares initial level of effort (LOE) including potential prioritization, hours, and estimated start date; may require further analysis.
    ii. Product Team works with Project Manager/Account Manager to develop a Ballpark Estimate document.
    iii. Ballpark Estimate is shared with Customer.

b. If No:
    i. Project Manager/Account Manager follows up with Customer.
    ii. Documentation is archived and process stops.

3. Product Team completes analysis and design and shares updated LOE with Project Manager/Account Manager.
4. Project Manager/Account Manager drafts Change Order using CRD and LOE.
5. Business Development/Sales team reviews documentation for pricing.
6. Project Manager/Account Manager shares Change Order with Customer.
7. Customer determines whether they want to pursue the change according to the pricing and timeline.

d. If Yes:
    i. The Change Order is signed/executed.
    ii. The first invoice is issued (for 50% of the Total Due).
    iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.

e. If No:
    i. Project Manager/Account Manager notifies Product Team, and CRD and Change Order are archived.
    ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

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Figure 1 - Change Management Process

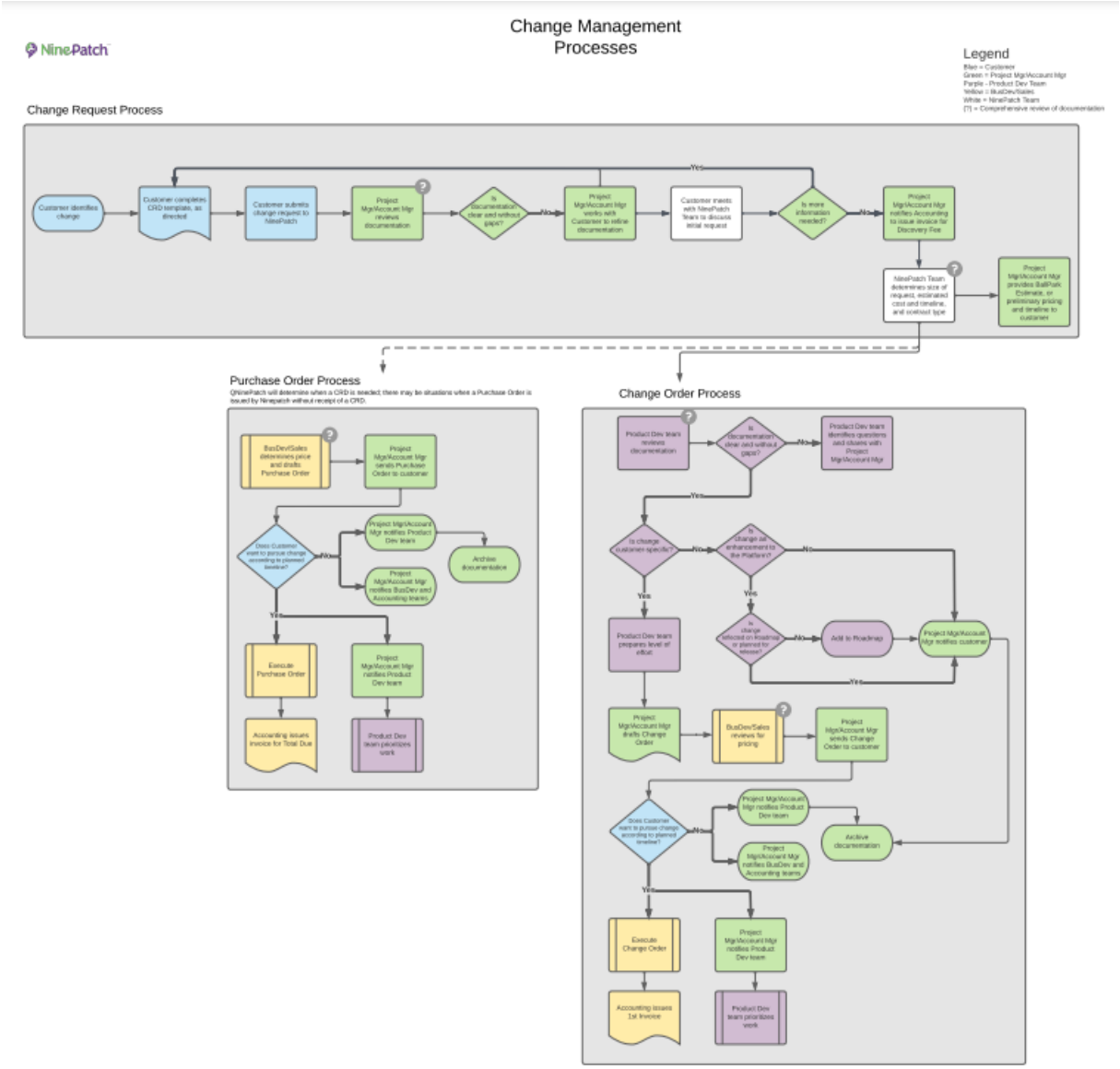

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Figure 2 - CRD Template

	Change Request Document	

Change Request Information (Completed by Requestor)	
Request Title	A title that uniquely identifies the request and will be used in future communications.
Request Date	The date the request is submitted.
Organization	The name of your organization, that has a contract with NinePatch.
Contact	The name and contact information of the person at your organization responsible for managing the request and/or requirements.
Subject Matter Experts	The names and contact information of subject matter experts related to the request and/or requirements.
Problem Statement	The business problem that needs to be solved and how it was identified.
Discovery	• What is a user better able to accomplish via this ask? • What is the added value or benefit to the user(s)? • Please give an example scenario(s) of how this would be used within a workflow • Any preliminary budget / time considerations / other context to know about?
Process Flowchart (optional)	A flowchart that depicts the business process related to the problem.
Use Case(s)	Examples of instances when or where the problem is apparent.
Attachment(s)	A list of files associated with the change request and the author of each.
Additional Detail/Notes	Any additional information that will promote understanding of the business problem, including any business logic.
Mandatory Completion Date (if any)	Date or timeframe when this request must be completed to meet existing commitments (e.g., grant funding).

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EXHIBIT D
Platform Support/Help Desk and Maintenance

This Exhibit D incorporates fully by reference any future (amendments/SOWs/COs) and sets forth the Platform Support/Help Desk and Maintenance services, including Support Service Level Agreement, agreed to by the Parties. Depending on the specific Statement(s) of Work, Support/Help Desk and Maintenance Services may or may not be applicable and this will be set forth in such Statement(s) of Work.

1. **Description**

Platform Support/Help Desk and Maintenance for the NinePatch Platform is fully functional and available and responsive to users of the platform. This Exhibit outlines service level standards and expectations for system monitoring, maintenance, and Level 2 and 3 support for the Platform.

- **System Monitoring:** The Platform will be monitored for performance and availability using web server monitoring and administrative tools. The system should be monitored, including but not limited to response times, page handles, page load times, refresh rate and system availability.
- **System Up-Time:** System Availability (as defined below) expectations for the Platform is to achieve a 24x7x365 up-time and availability for Users. Exclusions to this up-time are limited to scheduled maintenance windows to be handled during off-hours outside of 8 AM - 6 PM window Eastern Standard Time. These maintenance windows are to be used for regular system updates, patching and release deployment and will be communicated to Customer at least 24 hours in advance.
- **Maintenance:** The Platform will be supported by performing periodic maintenance of the environment. This could include and is not limited to updates to operating systems for physical or cloud hardware, updates to any commercial software or third-party systems, patching and updates to address information security and anti-virus, and updates for source code.
- **Customer Requested Changes:** As part of the maintenance and support work for the Platform, Customer requested changes may be implemented as part of the regular development iteration and release life cycle. Requested changes will be reviewed and prioritized to determine the value and benefit to the solution as well as capacity to address during regular updates to the Platform's source code. Any development activity addressing user requested changes will follow the same software development lifecycle, Quality Assurance and support process as other functionality to be developed per the SaaS Agreement.
- **Defect Management:** Defects or issues found in the Software will be addressed in a timely manner per the service level agreement defect and critical event timeframes noted in the Support Service Level Agreement (SLA) section, below. For this Exhibit, a defect or issue will be defined as any anomalous system occurrence that prevents the solution from functioning as expected based on normal operation or documented implementation requirements. This includes, but is not limited to, errors made in coding, system event errors, or hardware errors.
- **Disaster Recovery, Back Up and Redundancy:** Provisions shall be in place regarding the handling of data recovery and system restoration in the event of an emergency or disaster. These

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provisions could include services or offerings provided by other vendors or cloud hosting providers. In addition, the system environment including, but not limited to application configuration, source code, and Customer data, will be backed up regularly to enable restoration or recovery of data in the event of a loss or other unanticipated disruption of service.

2. **Technical Support Process**

Overview

The Technical Support Process is used by NinePatch customers to request technical support and by NinePatch staff to provide technical support. For the sake of clarity, applicable terms are identified as follows:

- **Service Level Agreement** – An agreement between the Customer and NinePatch that defines the level of service as it relates to technical support.
- **Technical Support Request** – An entry in the approved ticketing system that represents a request for technical support.
- **Issue** – A system event, error, defect or other issue deemed appropriate for technical support.
- **End User** – A user who uses the NinePatch system, who may or may not be employed by the Customer.
- **Tier 1 Support** – Technical support provided to end users by the Customer.
- **Tier 2 Support** – Technical support provided to the Customer by NinePatch.
- **Tier 3 Support** – Advanced technical support provided to the Customer by NinePatch.
- **Customer Priority** – The perceived priority assigned to a technical support request by the Customer.
- **Actual Priority** – The actual priority assigned to a technical support request after review by NinePatch technical support staff.
- **Status** – The status of the Technical Support Request.

Technical Support Request Steps

1. A NinePatch end user encounters an issue.
2. The NinePatch end user clicks on the Application Support link in the system, which directs them to a form or ticketing system hosted by the Customer.
3. The NinePatch end user enters relevant information (Name, Email, Phone, Organization, and Customer Priority) into the Application Support form or system and submits it.
4. A Customer Tier 1 Support member reviews the information.
    a. If the issue can be resolved, it is resolved by the Customer Tier 1 Support Member.
    b. If the issue cannot be resolved, the Tier 1 Support member creates a Technical Support Request in the NinePatch Service Desk and assigns a Customer Priority.

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5. A Tier 2 Support member reviews the Technical Support Request, assigns an Actual Priority, and responds to the Technical Support Request per the terms in the Service Level Agreement.
6. The Tier 2 Support member assigns the Technical Support Request to a member of the technical support team.
7. The assigned Tier 2 Support member reviews the Technical Support Request and determines if additional information is needed.
    a. If additional information is needed, they consult with the Tier 1 Support member.
    b. If the issue can be resolved by the Tier 2 Support member, it is resolved per the terms in the Service Level Agreement and the Status is updated accordingly.
    c. If the issue cannot be resolved, the Tier 2 Support member assigns the Technical Support Request to a Tier 3 Support member.
8. The Tier 3 Support member reviews the Technical Support Request and determines if additional information is needed.
    a. If additional information is needed, they consult with the Tier 1 and 2 Support members.
    b. The issue is resolved per the terms in the Service Level Agreement and the Status is updated accordingly.
9. The Tier 1 Support member reviews the resolution and verifies it.
    a. If the issue is verified the Status is updated accordingly and the End User is informed.
    b. If the issue is not verified the Status is updated accordingly and the Technical Support Request is sent back to Tier 2 Support. Refer to step 6.

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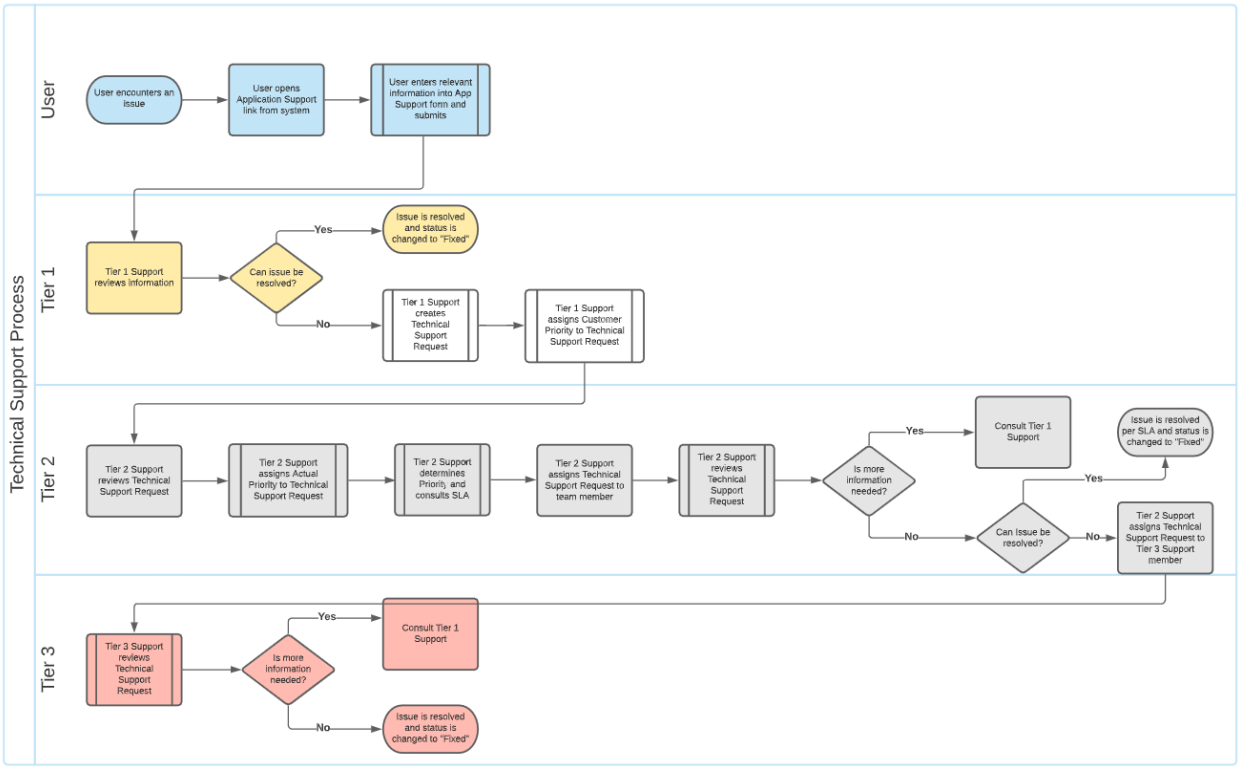
Figure 3 - Technical Support Tiered Support



3. Support Service Level Agreement (SLA)

The SaaS Product and Services will achieve System Availability (as defined herein) of at least 98% during each calendar year of the Subscription Term. "**System Availability**" means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure in the SaaS Agreement, (c) malicious attacks on the system, (d) issues associated with the Customer's computing devices, or (e) inability to deliver services because of acts or omissions of Customer or any User. NinePatch reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided 24 hours' notice and NinePatch reserves the right to change its maintenance window upon prior notice to Customer.

- Coverage hours: Monday - Friday, 8 AM to 8 PM Eastern Standard Time
- Communication mechanism: support ticket system or email to support@ninepatch.com.
- Issues will be directed to Customer Help Desk or other designated and authorized Customer staff for initial Tier 1 triage and review. System events, errors, defects, or other issues deemed appropriate for Tier 2 or 3 resolution will be logged by Customer staff in an approved NinePatch ticketing system.
- Customers will be updated regarding issue resolution at regular intervals, as decided by NinePatch.

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- All time units are in business time [business hour(s), business day(s), business week(s)]. *

Actual Priority Level	**Description**	***Initial Response Timeframe**
Urgent	A complete Platform outage.	**1-hour Initial Response to Customer**
High	A Platform issue exists that has an operational impact that prevents Customers from being served, impacts data integrity or impacts data security. No workaround is available. *Example: An error prevents registration of new Customers.*	**4-hours Initial Response to Customer** NinePatch will use commercially reasonable efforts and allocate appropriate resources to resolve the issue as soon as possible.
Normal	A Platform issue exists that has an operational impact but does not prevent Customers from being served, has no impact on data integrity and has no impact on data security. One or more workaround(s) are available. *Example: A Customer referral does not appear in a user's task list.*	**24 hours Initial Response to Customer** An initial response to Customer begins within 24 hours, whereby an initial plan for resolution will be shared OR additional information will be gathered from Customer. Troubleshooting may begin if the technical support team has been unable to replicate the issue. NinePatch will use reasonable efforts and allocate appropriate resources to identify and resolve the issue as soon as possible.
Low	A Platform issue exists that has no operational impact. *Example: A layout or grammar issue with a form.*	**72 hours Initial Response to Customer** An anticipated timeline for correction (next release, or other date) will be shared OR additional information will be gathered from Customer. Troubleshooting may begin if the technical support team has been unable to identify or replicate the issue.

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EXHIBIT E
NinePatch Community Information Exchange (CIE) Toolkit

This Exhibit E sets forth available Community Development Resources.

The NinePatch CIE Toolkit is a collection of topics and steps that may assist NinePatch Customer and their communities in preparing for a NinePatch implementation. Some of these topics include community readiness, guiding principles, governance, data and consent, team-based care, and agency onboarding. Topics addressed within the NinePatch CIE toolkit should not be considered all-inclusive or a guarantee of CIE success.

The toolkit is organized into five sections: Getting Started, Data Governance, Community Goal Setting, Agency Onboarding, and Training.

1. **Getting Started**

   This collection of documents helps communities and potential network partners envision using the NinePatch platform. Some of the documents included in this collection include:

   - Imagine A World Where: Benefits to Clients, Case Managers, Medical Providers, and Administrators
   - NinePatch Client-Focused Practice Model
   - NinePatch Glossary
   - NinePatch Minimum Requirements
   - NinePatch Privacy and Consent Concepts

2. **Data Governance**

   This collection of documents supports forming a data governance committee, developing data governance policies, and general guidelines for data governance committee meetings.

   - Governance Committee Recruiting and Convening
   - Sample Governance Structure
   - Social Health Information Sharing Guiding Principles
   - NinePatch Team-Based Care and Consent
   - Sample Consent Form
   - Legal Framework
   - HIPAA Checklist

3. **Community Goal Setting**

   This collection of documents provides guidance and suggestions to help communities measure the success of their NinePatch implementation.

   - Community Readiness Assessment
   - Shared Language and Culture Guidance
   - Guidance on Goal Setting
   - Potential Community-Level Goals
   - Metrics to Monitor Development and Progression

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4. **Agency Onboarding**

   This collection of forms assists the customer in onboarding network partners.

5. **Training**

   This collection of documents consists of sample training outlines provided by customers who have delivered NinePatch training to their end users.

Agreements, forms, policies, and other documents provided by NinePatch as part of the NinePatch CIE Toolkit are samples only and shall not be considered as legal advice and are not binding on NinePatch. Customer should seek its own legal advice before using the aforementioned documents.

No legal advice is offered or inferred from the use of any of the NinePatch CIE toolkit content, including, but not limited to conversations around such content. This information is the intellectual property of NinePatch, and Customer has a limited license to use this information under these parameters only. NinePatch strongly recommends seeking the advice of qualified counsel and subject matter experts to ensure Customer's Federal, State, Regional and other related compliance requirements related to the prospective use of NinePatch CIE toolkit content.

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CUSTOMER BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into between Mariposa County Health and Human Services ("**Customer**"), with the address of 5362 Lemee Lane, PO Box 99, Mariposa, CA 95338 and NinePatch, Inc. ("**NinePatch**"), with the principal mailing address of PO Box 24368, Knoxville, TN 37933. Customer and NinePatch are collectively referred to as **"Parties."** The Parties agree that the following terms and conditions will apply to the services provided by NinePatch under the existing Software as a Service ("SaaS") Agreement(s) between the Parties. This BAA is effective as of the "Effective Date" set forth herein.

WHEREAS NinePatch has been contracted to perform certain functions, activities, and/or services for, or on behalf of Customer, requiring access to, or the use or disclosure of, Protected Health Information and/or Personally Identifiable Information ("PHI/PII");

WHEREAS Customer shall disclose or authorize disclosure of PHI/PII to NinePatch only on condition that NinePatch covenants and agrees to comply with the terms and conditions of this BAA in order to ensure compliance by the Parties with the Privacy Standards and Security Standards, as promulgated pursuant to the "Regulations" as defined in Section III of this BAA;

WHEREAS Parties agree NinePatch is only a data custodian of the PHI/PII placed by Customer and/or its assigns into the NinePatch platform and has no ownership interest in such PHI/PII;

WHEREAS Parties agree Customer assumes full responsibility for ensuring compliance with its obligations under Applicable Law as related to the rights of client(s) placed into the NinePatch Platform by all platform users, breach notifications as required by applicable law(s), demarcation of "sensitive" data, compliance with all related federal, state and local regulations and updates related to Data placed by Customer or its assigns in the NinePatch platform; and,

WHEREAS request(s) for any Data disclosure(s) made to NinePatch by any party other than Customer, including subpoena, court order, or other related to civil, administrative or legal proceeding(s), will be declined by NinePatch and directed back to Customer as the true owner of the Data.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants of the Parties set forth below the Parties agree as follows:

I. APPLICABILITY AND OBLIGATIONS AS TO DATA

Section 1. Applicability. This BAA applies to all agreements between NinePatch and Customer pursuant to which Customer, or its assigns, provides or will provide any PHI/PII and Data to NinePatch in any form whatsoever, including without limitation, all executed SaaS Agreement(s) between the Parties. As of the Effective Date, this BAA shall automatically amend and be incorporated fully as part of any SaaS Agreement between the Parties, whether or not specifically referenced therein. In the event of any conflict or inconsistency between this BAA and a SaaS Agreement, this BAA shall control unless the SaaS Agreement provision in question establishes additional rights for Customer or additional duties or restrictions for NinePatch with respect to PHI/PII, in which case the SaaS Agreement provision shall control.

Section 2. Use and Disclosure of PHI/PII. NinePatch will use or disclose PHI/PII only in accordance with this BAA to perform functions, activities, or services for, or on behalf of Customer, as specified in the

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SaaS Agreement, provided that such use or disclosure would not violate any related regulatory requirements. NinePatch shall not use or disclose PHI/PII other than as permitted or required by the SaaS Agreement, this BAA, or as Required by Law. NinePatch shall, to the extent practicable, limit uses, disclosures, and requests for PHI/PII to a limited data set (as defined in 45 C.F.R § 164.514(e)) or to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request (as described in 45 C.F.R. § 164.502(b)(1) and in any guidance issued by the Secretary of HHS).

Section 3. Specific Disclosures of PHI/PII; Offshore Use of PHI/PII Prohibited. NinePatch may disclose PHI/PII for NinePatch's proper management and administration or to carry out its legal responsibilities, but only if such disclosures are Required by Law, or NinePatch obtains reasonable assurances (including any legally required assurances) from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies NinePatch of any instances of which it is aware in which the confidentiality of the information has been breached. Neither NinePatch nor any contractor used by NinePatch shall store, process or otherwise handle PHI/PII outside of the United States.

Section 4. Security Standards; Safeguards Against Misuse of Information. NinePatch shall comply with the applicable requirements of the Security Standards and use appropriate safeguards to prevent the use or disclosure of PHI/PII other than in accordance with this BAA. NinePatch shall mitigate, to the extent practicable, any harmful effect that is known to NinePatch of a use or disclosure in violation of this BAA.

Section 5. Subcontractors. NinePatch shall ensure that any permitted subcontractor that creates, receives, maintains, or transmits PHI/PII on NinePatch's behalf agrees to comply with the applicable requirements of the Security Standards by entering into a business associate contract or other arrangement with such subcontractor that ensures HIPAA requirements applicable to NinePatch are met, including without limitation, 45 CFR § 164.314. Such agreement shall require the subcontractor to be bound by substantially the same restrictions, terms, and conditions that apply to NinePatch under this BAA with respect to PHI/PII.

Section 6. Access to PHI/PII. Within five (5) business days of receipt of Customer's or an Individual's request for access to or a copy of PHI/PII about an Individual contained in a Designated Record Set maintained by NinePatch, NinePatch shall provide such information to Customer or such Individual in accordance with the requirements of 45 C.F.R. § 164.524 and Section 13405(e) of HITECH (and any Regulations issued pursuant thereto).

Section 7. Amendments to PHI/PII/Records; Agreed-To Restrictions. NinePatch shall make amendment(s) to PHI/PII in a Designated Record Set maintained by NinePatch that Customer directs or agrees to pursuant to 45 C.F.R. § 164.526, at the request of Customer or an Individual, and in the time and manner designated by Customer. NinePatch shall comply with communicated restrictions in the use or disclosure of PHI/PII to which Customer has agreed and shall further comply with any Individual's request for restrictions on PHI/PII disclosures that Customer or a Covered Entity for which Customer performs services is required by law to honor, including requested restrictions on Payment or Health Care Operations-related disclosures to Health Plans when the Individual's involved Health Care Provider has been paid out of pocket in full.

Section 8. Accounting for Uses and Disclosures; Access Report. NinePatch shall document and immediately, upon disclosure or Customer's request, make available to Customer information regarding

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uses and disclosures of PHI/PII as is required for Customer and the Covered Entities with which Customer contracts to respond to a request by an Individual for an accounting of disclosures or access report of PHI/PII consistent with the requirements of 45 CFR § 164.528 and HITECH. This Section shall survive termination of the BAA.

Section 9. Availability of Books and Records. NinePatch shall make its internal practices, books, and records relating to the use and disclosure of PHI/PII available to the Secretary of HHS in the time and manner designated by the Secretary for purposes of determining NinePatch's compliance with Regulations.

Section 10. Return or Destruction of PHI/PII on Termination. On termination of the SaaS Agreement, NinePatch shall return or destroy all PHI/PII received from or created or received by NinePatch on behalf of Customer that is maintained by NinePatch in any form, including any PHI/PII held by any NinePatch subcontractor. NinePatch and its subcontractors shall retain no copies of such information. If such return or destruction is not feasible, NinePatch shall extend the protections of this BAA to such PHI/PII, and limit further use and disclosure of such PHI/PII to those purposes that make the return or destruction of the information infeasible. This Section shall survive termination of the BAA.

Section 11. Reporting of Uses and Disclosures of PHI/PII; Breach Notification. Consistent with Customer's obligations under HIPAA, NinePatch shall report in writing to Customer, without unreasonable delay and in no case later than sixty (60) calendar days of discovery, any known security incident or use or disclosure of PHI/PII in violation of this BAA by NinePatch, its officers, directors, employees, contractors, or agents, or by a NinePatch subcontractor to which NinePatch disclosed PHI/PII, including any breach of unsecured PHI/PII within the meaning of HIPAA. Such report shall identify each Individual whose unsecured or unencrypted PHI/PII has been, or is reasonably believed to have been, accessed, acquired, or disclosed. NinePatch shall cooperate in Customer's efforts to address such security incident or breach and shall mitigate the harmful effects of such security incident or breach as reasonable.

Section 12. Compliance with Federal Substance Abuse Confidentiality Requirements. If NinePatch is deemed a qualified service organization within the meaning of 42 C.F.R Part 2 and receives, stores, processes, or otherwise deals with any patient record maintained in connection with a federally assisted alcohol and drug abuse program, NinePatch shall be fully bound by 42 C.F.R. Part 2 and, if necessary, shall resist in judicial proceedings any efforts to obtain access to patient records except as permitted by those regulations.

Section 13. NinePatch Compliance. NinePatch represents and warrants that it complies with the requirements of Regulations applicable to Customer and will maintain such compliance throughout the term of this BAA. To this end, NinePatch shall conduct security risk analyses in accordance with the Security Standards, including addressing the encryption/security of Electronic Protected Health Information ("EPHI"), correcting identified security deficiencies, and implementing security updates, as necessary. Further, NinePatch shall encrypt EPHI in motion consistent with the DHHS Guidance Specifying the Technologies and Methodologies that Render PHI/PII Unusable, Unreadable, or Indecipherable to Unauthorized Individuals, 74 FR 19006-19010 (April 27, 2009), and any updates or amendments thereto, and ensure any confidential process or key that might enable decryption has not been breached, as well as ensure that any discarded media on which PHI/PII is stored is shredded, destroyed, cleared, or purged such that the PHI/PII cannot be read, reconstructed, or retrieved. If NinePatch carries out an obligation of Customer under the Privacy Standards, NinePatch shall comply with the Privacy Standards requirements applicable to Customer in the performance of such obligation.

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II. GENERAL

Section 1. Effective Date; Term. This BAA shall become effective as of the date of the last signature below (the "Effective Date"). The term of this BAA shall commence on the Effective Date and shall terminate on the date the SaaS Agreement terminates.

Section 2. Entire BAA; Amendments. This BAA constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, and representations, whether oral or written, with respect to such matters are superseded. The Parties shall take such action as is necessary to amend the SaaS Agreement and this BAA from time to time as is necessary for the parties to comply with applicable law. This BAA may not be changed or modified except in a writing signed by both parties.

Section 3. Assignment. Neither Party may assign this BAA or delegate or subcontract any obligations or duties in whole or in part, by operation of law or otherwise, under this BAA without the other party's prior written consent. Any attempt to assign this BAA without such consent will be null and void. Notwithstanding the foregoing, either party may assign this BAA without the other's consent to an entity that acquires all or substantially all of the party's assets or to any successor in a merger or acquisition involving the party. All the terms of this BAA shall be binding on and shall inure to the benefit of and be enforceable by the successors and lawful assigns of the parties.

Section 4. Waiver. Any waiver of any provision or right by a party must be in writing. The waiver of any breach of this BAA shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this BAA.

Section 5. Governing Law; Venue. This BAA will be governed by and construed in accordance with the laws of the State of Delaware without reference to or application of conflict of laws rules or principles. Any disputes relating to the performance, validity, or interpretation of this BAA shall be litigated exclusively in the courts of Delaware, and the parties hereby submit to the personal jurisdiction of such courts.

Section 6. Indemnification. NinePatch shall indemnify and hold Customer harmless from and against any and all damages (including consequential damages), fines, penalties, liability, and costs (including reasonable attorney fees and court costs) resulting from the breach of or noncompliance with any term or provision of this BAA, or negligent acts or willful misconduct by NinePatch or its employees.

Section 7. Statutory or Regulatory References. A reference in this BAA to a statutory or regulatory section means the section as in effect or as amended and for which compliance is required.

Section 8. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the parties to comply with the Regulations.

Section 9. Third-Party Beneficiary. Nothing in this BAA is intended to create any rights or remedies in any third-party beneficiary, including any Individual whose PHI/PII is used or disclosed.

Section 10. Severability. The provisions of this BAA are severable. In the event any of the provisions contained in this BAA should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired, and the parties shall negotiate to replace the invalid, illegal, or unenforceable provisions with valid provisions whose economic effects come as close as possible to the original provision. Notwithstanding the foregoing, in

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the event an affected party is dissatisfied with such resolution, the affected party shall have the right to terminate this BAA on thirty (30) days written notice.

Section 11. Survivability. Each party hereto shall remain liable for any obligations and liabilities arising from activities occurring prior to the effective date of termination. The covenants and obligations set forth in this BAA which by their terms or implications are intended by the parties to continue in effect after termination of this BAA, including without limitation, Sections 5 (Governing Law) and 7 (Indemnification) of this Article II, shall survive termination and shall remain in effect and enforceable by the parties.

Section 12. Multiple Counterparts. This BAA and any amendments hereto may be executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

III. DEFINITIONS FOR USE IN THIS BAA

Terms (including capitalized terms) used but not otherwise defined in this BAA shall have the meaning assigned by the applicable Regulations (defined below). Each of the following terms shall be construed in accordance with the following:

"Individual" shall have the meaning assigned by HIPAA and shall include a person who qualifies as the Individual's personal representative within the meaning of HIPAA.

"Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, as updated and amended from time to time.

"PHI" means Protected Health Information and shall have the meaning assigned by HIPAA, limited to Protected Health Information from, or created, received, maintained, or transmitted by NinePatch on behalf of Customer. For purposes of this BAA, PHI includes Electronic Protected Health Information, as defined by HIPAA.

"PII" means Personally Identifiable Information or individually identifiable health information and includes any information, including demographic data, that (i) relates to an individual's past, present or future physical or mental health or condition, the provision of health care to an individual, or the past, present or future payment for the provision of health care to the individual and (ii) identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.

"Regulations" shall mean the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); 45 C.F.R. § 164.502; Section 3221 of The Coronavirus Aid, Relief, and Economic Security Act of 2020 ("CARES Act"); The Health Information Technology for Economic and Clinical Health Act included in Division A, Title XIII, Subtitle D of The American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 115 (February 17, 2009), and any regulations or agency guidance issued pursuant thereto ("HITECH"); federal substance abuse confidentiality laws, including the provisions of 42 C.F.R. Part 2 and those requirements promulgated and/or enforced by the U.S. Office for Civil Rights, Health and Human Services ("HHS"), the Substance Abuse and Mental Health Services Administration (SAMHSA), ; and applicable contractual grant requirements.

"Required by Law" has the same meaning as that contained in 45 C.F.R. 164.103 and shall include, but not be limited to, the applicable provisions of the 21st Century Cures Act and regulations issued pursuant thereto.

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"Security Standards" shall mean the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 164, Subpart C, as updated and amended from time to time.

IN WITNESS WHEREOF, the Parties have caused this BAA to be executed as of February 7, 2023, the 2**"Effective Date"**, by their duly authorized representatives.

County of Mariposa, a political subdivision

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

By: _____

Name: Miles Menetrey

Title: Chair, Mariposa County Board of Supervisors

NinePatch, Inc.

DocuSigned by:
Leigh G. Sterling-Gooden
FB09ED8C22054F7...

By: _____

Leigh Sterling-Gooden

President and CEO

Approved as to Legal Form:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem, County Counsel

4887-0378-1955, v. 2

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Miles S Menetrey mmenetrey@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446...	Sent: 2/10/2023 12:19:23 PM Resent: 2/13/2023 9:27:31 AM Resent: 2/15/2023 1:26:50 PM Resent: 2/15/2023 1:27:59 PM Viewed: 2/15/2023 2:51:30 PM Signed: 2/15/2023 2:53:22 PM
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Leigh G. Sterling-Gooden leigh@ninepatch.com Security Level: Email, Account Authentication (None)	DocuSigned by: Leigh G. Sterling-Gooden FB09ED8C22054F7...	Sent: 2/15/2023 2:53:26 PM Viewed: 2/16/2023 6:11:22 AM Signed: 2/16/2023 6:18:32 AM
	Signature Adoption: Pre-selected Style Using IP Address: 24.183.239.250	
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 6:11:22 AM ID: 06c5eded-a9ab-4cad-8587-339bad10c3da		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)		Sent: 2/16/2023 6:18:36 AM Viewed: 2/16/2023 10:28:52 AM
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Envelope Sent	Hashed/Encrypted	2/10/2023 12:17:51 PM
Certified Delivered	Security Checked	2/16/2023 10:28:52 AM
Payment Events	**Status**	**Timestamps**
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To advise County of Mariposa of your new email address

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Certificate Pages: 5
Initials: 1
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EnvelopeId Stamping: Enabled
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Rosemarie Smallcombe rsmallcombe@mariposacounty.org Chair Board of Supervisors Security Level: Email, Account Authentication (None)	DocuSigned by: Rosemarie Smallcombe EEE9F94B55214DC... Signature Adoption: Pre-selected Style Using IP Address: 104.254.17.145	Sent: 7/12/2025 11:26:27 AM Viewed: 7/12/2025 11:49:14 AM Signed: 7/12/2025 11:49:28 AM
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Danielle Bondshu dbondshu@mariposacounty.org Clerk of the Board Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/12/2025 11:49:29 AM Viewed: 7/14/2025 11:57:16 AM Signed: 7/14/2025 11:57:24 AM
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James Calanni james@ninepatch.com Security Level: Email, Account Authentication (None)	Signed by: BF02A9A17C40429... Signature Adoption: Drawn on Device Using IP Address: 2605:59c8:53b2:2908:5d3d:51ee:227a:74fe	Sent: 7/14/2025 11:57:27 AM Viewed: 7/14/2025 12:16:51 PM Signed: 7/14/2025 12:17:21 PM
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Signer Events	Signature	Timestamp
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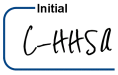
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/14/2025 12:17:23 PM Viewed: 7/14/2025 12:18:00 PM Signed: 7/14/2025 12:18:09 PM

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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	7/9/2025 10:55:15 AM
Certified Delivered	Security Checked	7/14/2025 12:18:00 PM
Signing Complete	Security Checked	7/14/2025 12:18:09 PM
Completed	Security Checked	7/14/2025 12:18:09 PM

Payment Events	Status	Timestamps

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To advise County of Mariposa of your new email address

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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..

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MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-68

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Agreement with NinePatch, Inc. for a Community Information Exchange (CIE)

RECOMMENDATION AND JUSTIFICATION:
Approve the Software as a Service (SaaS) Agreement, Statement of Work (SOW), and Business Agreement (BA) with NinePatch, Inc. for a Community Information Exchange (CIE) in an amount up to $562,800, and authorize Mariposa County Board of Supervisors Chair to Sign the Agreement, and the Health and Human Services Agency (HHSA) Director to Sign any Project Change Orders under the amount of $20,000 (as approved by County Counsel).

The California Department of Health Care Services (DHCS) utilized $150 million in funding received from the Behavioral Health Continuum Infrastructure Program (BHCIP) and $55 million received from the Substance Abuse and Mental Health Services Administration through the Coronavirus Response and Relief Appropriations Act (CRRSAA) to solicit applications to support and expand behavioral health mobile crisis and non-crisis services. HHSA was awarded a grant in the amount of $700,000 to implement a Community Information Exchange with these funds.

A CIE is a software application that can share information across various collaborative entities and organizations for improved care coordination and case management. The CIE will also serve as a data repository so that we can better capture data and measure outcomes. The data that is gathered will allow us to identify areas in which preventative care can be utilized in order to save money for providing reactive care such as Emergency Room visits.

After issuing an Request for Proposal (RFP) and careful evaluation of responses, three potential vendors were given additional screening and allowed to present product demonstrations to a team that included HHSA staff, County IT, JCF, Alliance for Community Transformations, and one member from the Board of Supervisors. A finalist was selected from the final three and we have decided to partner with NinePatch, Inc. for our CIE implementation. This vendor not only meets and exceeds the needs set forth in the RFP, but also have a rapidly expanding footprint in CA.

NinePatch began in early 2019 as a partnership between two pioneers and innovators

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in the world of health information technology and exchange networks: Quality Health Network (Grand Junction, CO) and Stella Technology (San Jose, CA). NinePatch's staff leverages their decades of expertise in interoperability including processing billions and billions of messages in virtually every format imaginable. World class expertise includes building and deploying over sixty-five Health Information Exchanges (HIEs) across the globe. NinePatch is the recipient of the Robert Wood Johnson Foundation in the Social Determinants of Health (SDoH) Client Profile category in 2019 out of 114 companies nationwide, for creating a "Whole Person" picture across physical, behavioral, and social domains to expedite help for those most at risk, filling in gaps in care, and optimizing the well-being of clients.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On 6/7/2022 the Board approved RES 2022-333 ID # 13004, for the acceptance of $700,000 in funding from CCMU to implement a Community Information Exchange.

On 1/2/2022 the Board approved RES 2022-13 ID #12421, for the acceptance of $500,000 in funding from CCMU that included: (1) hiring a Psychiatric Registered Nurse to enable Triage Response Assessment Crisis (TRAC) to have the option of field medication administration, (2) purchasing a dedicated crisis care van equipped with resources for stabilizing clients in crisis, (3) purchasing a Tahoe 4x4 capable of accessing all areas of the county in all weather conditions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not approve the agreement with NinePatch, and HHSA will select an alternate vendor from the RFP responses.

FINANCIAL IMPACT:
This agreement has a not-to-exceed amount of $562,800, to be applied to the CCMU Community Information Exchange Grant, RES 2022-333 ID 13004.

ATTACHMENTS:
NinePatch Mariposa WPC SaaS Agreement with Exhibits FOR EXECUTION v2 (1) (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

NinePatch

SOFTWARE AS A SERVICE AGREEMENT

NinePatch Whole Person Care

This Software as a Service Agreement ("SaaS Agreement") is entered into between Mariposa County Health & Human Services ("**Customer**"), with the address of 5362 Lemee Lane, PO Box 99, Mariposa, CA 95338, and NinePatch, Inc. ("**NinePatch**"), with the principal mailing address of PO Box 24368, Knoxville, TN 37933. Customer and NinePatch are collectively referred to as **"Parties."** NinePatch and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and any orders placed hereunder and Exhibits attached hereto. The Term of this SaaS Agreement (**"Subscription Term"**) begins on the **"Effective Date"** set forth herein. All Exhibits and appendices, as well as any amendments thereto, included with this SaaS Agreement are incorporated fully by reference. To the extent there are conflicting terms between this SaaS Agreement and the Exhibits, this SaaS Agreement will control to the extent of those inconsistencies, except as provided in Section 5.1 below regarding Change Orders. All definitions set forth herein translate to all incorporated Exhibits and Change Orders.

For good and valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS

"**Administrator User**" means each Customer employee designated by Customer to serve as technical administrator of the SaaS Services on Customer's behalf. Each Administrator User must complete training and possess the qualifications required by NinePatch.

"Change Order" is a written document either attached to this SaaS Agreement under Exhibit C (or executed separately by NinePatch and Customer and incorporated fully by reference into this Agreement) for the purpose of purchasing SaaS Services (defined below) under the terms and conditions of this SaaS Agreement. All Change Orders will be named in a manner tying it to this SaaS Agreement (i.e., Customer ID/Execution Date/CO#X).

"Collateral Materials" means any piece of media provided to Customer by NinePatch related to the NinePatch Software, including printed materials and digital content.

"Customer Content" means all data and materials provided by Customer to NinePatch or entered by Customer directly into any NinePatch licensed system for use in connection with the SaaS Services, including, but not limited to Customer applications, assessments, forms, graphics, Customer Client's data and data files.

"Deliverables" means the items set forth in Exhibit A of this SaaS Agreement.

"**Documentation**" means the user guides, online help, release notes, training materials, and other documentation (including any media, video, diagrams, screenshots, methodologies, brochures and all proprietary collateral) made available by NinePatch to Customer, for current or future releases, regarding the use or operation of the SaaS Services.

"Exchange Platform" refers to the NinePatch SaaS platform, also referred to as **"Platform"** in this SaaS Agreement.

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"**Host/Hosting**" means the computer equipment on which the Software is installed, which is provisioned, maintained, and supported by NinePatch or its subcontractors.

"NinePatch" is the corporate name and the name for the SaaS platform.

"**Other Services**" means all technical and non-technical services performed or delivered by NinePatch including, without limitation, implementation services, consulting services and other professional services, as well as training and education services not included in this SaaS Agreement or the Exhibits. Other Services will be provided on a time and material basis at such times or during such periods as will be specified in a Change Order and mutually agreed to by the Parties by execution of the Change Order. All Other Services will be provided on a non-work-for-hire basis.

"Personal Data" refers to any information relating to an identified or identifiable natural person.

"Platform" refers to the NinePatch SaaS platform.

"Region(s)" means any County in the State of California that falls within the SaaS Region, as defined below.

"SaaS Region" is the geographical region subject to the terms of this SaaS Agreement and comprised of the specified County(s) in the State of California.

"**SaaS Services**" refers to the specific NinePatch services including and related to the NinePatch Platform. These SaaS Services are identified in Exhibit A and may be expanded through future requested, and NinePatch approved, Change Orders. SaaS Services refers to the as-is version of the generally available Software as of the date this SaaS Agreement is executed.

"**Software**" means the object code version of any software to which Customer is provided access as part of the SaaS Service, including any updates or new versions.

"Support/Help Desk and Maintenance Services" means the support and maintenance services provided by NinePatch to Customer pursuant to this SaaS Agreement and Exhibit D. Depending on the specific Statement(s) of Work, Support/Help Desk and Maintenance Services may or may not be applicable and this will be set forth in such Statement(s) of Work.

"Use" means (i) executing the Software or loading the Software into a computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

"User(s)" means Customer's authorized employees, agents, assigns, representatives, independent contractors, or other persons or entities with appropriate job-related reasons to access Customer or Customer's Network Member data as authorized by Customer or Customer's network, to access, enter, view, edit, use, or disclose information, including PHI (Protected Health Information), utilizing the SaaS Services supplied by NinePatch pursuant to this SaaS Agreement.

"User Licenses" means the number of then current individually named Users authorized to access the Platform. Users are classified as active, inactive, suspended or terminated. A terminated User is not counted towards User License counts.

"Version/Release" is a change to the Software that provides functionality enhancements.

"White Label" refers to the fully supported NinePatch Software licensed by NinePatch to Customer, which Customer may customize with their own brand, logo, and identity. See Section 3 "Restrictions" below.

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2. SaaS SERVICES

2.1 During the Subscription Term identified in Section 6.1 below, Customer will receive a nonexclusive, non-assignable, non-transferrable royalty free, right to access and use the SaaS Services in the SaaS Region, solely for internal business operations subject to the terms of this SaaS Agreement and up to the number of Users documented in Exhibit A attached hereto.

2.2 Customer acknowledges that this SaaS Agreement is a licensing agreement governing the rights and responsibilities of the Parties related solely to the use of the Software within the SaaS Region, and NinePatch will not be setting up additional instances of the Software. Any additional territories will be added as SaaS Regions, as defined above. NinePatch will not be delivering copies of the Software to Customer as part of the SaaS Services.

2.3 NinePatch reserves the right, in its sole discretion, to make any changes to the SaaS Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the SaaS Services; (ii) the use of the SaaS Services by Customer; or (iii) the cost efficiency or performance of the SaaS Services; or (b) to comply with applicable law. Such changes may include, but are not limited to, changes to access controls, and change management and system changes to the NinePatch platform.

2.4 Except as otherwise expressly provided in this Agreement, as between the parties:

(a) NinePatch has and will retain sole control over the operation, provision, maintenance, and management of the SaaS Services; and

(b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer's hosted environment, and sole responsibility for all access to and use of Customer Content by any person by or through the Customer Hosted environment or any other means controlled by Customer or any Administrator User.

3. RESTRICTIONS

3.1 Customer shall not, and shall not permit anyone, including employees, sub-contractors, administrators, network members, users, or others to: (i) copy or republish the SaaS Services or Software; (ii) make the SaaS Services available to any person other than authorized Users; (iii) use, access or resell the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties; (iv) remove, modify, or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the SaaS Services or in the Documentation; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law; or (vi) access the SaaS Services or use the Documentation (defined in Section 1, above) in order to build a similar product or competitive product. Subject to the limited licenses granted herein, NinePatch shall own all right, title, and interest in and to the SaaS Services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title, and interest it may have in the foregoing to NinePatch. Additionally, Customer agrees that any restrictions on use

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populated inside the Platform are incorporated into this agreement and it is incumbent on Customer and Users to comply with all such restrictions.

3.2 Restrictions related to "White Labeling" the NinePatch Software include all restrictions in this Section 3. Additionally, Customer may not rebrand, modify or alter any Collateral Materials, including videos, web links, user guides, and other support or training documentation supplied to Customer by NinePatch, without the prior written consent of NinePatch.

3.3 Restrictions related to Application Programming Interfaces (APIs) Licensing – NinePatch and Customer will, at Customer's request, agree to specific API Licensing agreements related to Use of APIs within the SaaS Region.

4. CUSTOMER RESPONSIBILITIES

4.1 Assistance. Customer shall provide commercially reasonable information and assistance to NinePatch to enable NinePatch to deliver the SaaS Services. Additional Customer Responsibilities are set forth in Exhibit A to this SaaS Agreement. Upon request from NinePatch, Customer shall promptly deliver Customer Content to NinePatch in an electronic file format acceptable to NinePatch. Customer acknowledges that NinePatch's ability to deliver the SaaS Services (and Other Services set forth in a duly approved Change Order) in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance as well as resource availability.

4.2 Compliance with Laws. Customer shall comply with all applicable local, state, national, and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data, including the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act. Customer acknowledges that it is solely responsible for identifying all laws applicable to it and NinePatch shall have no obligation or responsibility to inform Customer of any changes in such laws. Customer acknowledges that NinePatch exercises no control over the content of the information transmitted by Customer or the Users through the SaaS Services. Customer shall not upload, post, reproduce, or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights. NinePatch's conformance with applicable laws, and any material impact such compliance may have on the terms and conditions of this SaaS Agreement, is NOT considered a breach by NinePatch of this or any associated agreements except insofar as a conformance or nonconformance directly contradicts an explicit commitment in Exhibit A to this agreement. All other terms and conditions of this SaaS Agreement and associated agreements will remain in full effect. This includes NinePatch's compliance with any and all information security laws, rules and regulations that could impact the terms and conditions in this SaaS Agreement.

4.3 Unauthorized Use & False Information. Customer shall: (a) notify NinePatch immediately of any unauthorized use of any password or user ID or any other known or suspected breach of security; (b) report to NinePatch immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Customer or any authorized User; and (c) not provide false identity information to gain access to or use the SaaS Services.

4.4 Administrator Access. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to; (a) securely administer the

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distribution and use of all access credentials and protect against any unauthorized access to or use of the SaaS Services; and (b) control the content and use of Customer Content, including the uploading or other provision of Customer Content. Customer shall be solely responsible for (c) the security and use of Customer's and its Administrator Users' passwords or user IDs; (d) all access to and use of the SaaS Services directly or indirectly by or through Customer's systems or its Administrator Users' passwords or user IDs, without or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and (e) the acts and omissions of its Administrator Users. NinePatch shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users. Any services required by Customer to repair faulty changes made by Customer's Administrator Users will be charged to Customer at NinePatch's then standard hourly rate defined in Exhibit B in this agreement.

4.5 Customer Management of Data. Customer is solely responsible for collecting, inputting, and updating all Customer Content stored in its Hosted environment, and for ensuring that the Customer Content, and Customer's network member content, does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark, or other intellectual property right of any third party; or (ii) contain anything that is obscene, defamatory, harassing, offensive. or malicious. Customer acknowledges and agrees that NinePatch is not responsible for the collecting, inputting, or updating of any Customer Content, nor the accuracy or completeness of any Customer Content existing in Customer's Hosted environment that has been entered by Customer or any Administrator User or that is populated by or through message passing interface (MPI) or single sign on (SSO).

4.6 Customer Data Authorization to NinePatch. Subject to the terms and conditions of this SaaS Agreement, Customer authorizes NinePatch to copy, store, configure, perform, display, and transmit Customer content solely as necessary to provide the SaaS set forth in this Agreement to Customer.

4.7 Ownership and Restrictions. Customer retains ownership and intellectual property rights to its Customer Content. NinePatch or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under this SaaS Agreement. Third party technology that may be appropriate or necessary for use with some NinePatch programs is specified in the program documentation or ordering document as applicable. Customer's right to use such third-party technology is governed by the terms of the third-party technology license agreement entered into by NinePatch and not under this SaaS Agreement. Additionally, NinePatch has sole discretion to select and change third-party technology vendors with regard to the provision of services under this SaaS Agreement. If a third-party technology vendor is changed, the new vendor capabilities will at least meet the minimum requirements set forth in this SaaS Agreement.

4.8 Customer Suggestions. NinePatch shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate, in its sole discretion, into the SaaS Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Administrator Users, relating to the operation of the SaaS Services.

5. CHANGE ORDERS AND ALL PAYMENTS

5.1 Change Orders. Customer shall submit requests for Other Services as modifications to the SaaS Services pursuant to a Change Order, requested as set forth in Exhibit C. All Other Services acquired by

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Customer related to the SaaS Services provided under this SaaS Agreement shall be governed exclusively by this SaaS Agreement and any applicable executed Change Order(s). In the event of a conflict between the terms of a Change Order and this SaaS Agreement, the terms of the Change Order shall take precedence as related to Change Order fees, invoicing schedule(s), targeted deliverables, and schedule.

5.2 Invoicing and Payments. Unless otherwise provided in Exhibit B, or an amendment thereto, NinePatch shall invoice Customer for all fees on the Effective Date of the SaaS Agreement and upon execution of any amendment to Exhibit B. Customer shall pay all undisputed invoices within 30 calendar days (net 30) after Customer receives the invoice. Except as expressly provided otherwise in this SaaS Agreement, including Exhibit B, all fees are non-refundable. All fees are stated in United States Dollars and must be paid by Customer to NinePatch in United States Dollars.

If Customer fails to make any payment when due, in addition to all other remedies that may be available:

(a) NinePatch may, after 60 days, charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

(b) Customer shall reimburse NinePatch for all reasonable costs incurred by NinePatch in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees;

(c) if such failure continues for thirty (30) days following written notice thereof, NinePatch may suspend performance of the SaaS Services until all invoiced amounts due, and interest thereon, have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension, and;

NinePatch retains the right to adjust any fees annually to account for increases in NinePatch-vendor pricing to NinePatch. Any such increases will be passed through to Customer and will not exceed five percent (5 %) or the Consumer Pricing Index value each year, whichever is higher.

5.3 Expenses. Customer will reimburse NinePatch for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services as referenced in Exhibit B. NinePatch shall request Customer's signed approval prior to incurring any such expense. NinePatch shall comply with Customer's travel and expense policy if made available to NinePatch prior to the required travel.

5.4 Taxes. NinePatch shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the SaaS Services and Other Services. Customer shall not be liable for taxes based on NinePatch's net income, capital, or corporate franchise. If Customer is exempt from sales taxes according to the Internal Revenue Service (IRS), Customer will supply NinePatch with evidence of such approved sales tax-exempt status.

6. TERM AND TERMINATION

6.1 Subscription Term of SaaS Agreement. This SaaS Agreement will commence on the Effective Date and will remain in effect for three years, unless sooner terminated as hereinafter set forth (the "Initial Term"). Thereafter, this SaaS Agreement shall automatically renew for successive terms of one year each based on the pricing structure in effect at the end of the Initial Term or immediately

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preceding term, unless earlier terminated pursuant to this SaaS Agreement's express provisions or upon written notice of non-renewal by either party at least 120 days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

6.2 Termination. In addition to any other express termination right set forth elsewhere in this SaaS Agreement:

(a) Notwithstanding the provisions of Section 6.3 below, NinePatch may terminate this SaaS Agreement, effective on written notice to Customer, if Customer (i) fails to pay any amount when due hereunder, and such failure continues more than 30 days after NinePatch's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 3 (Restrictions), Section 4.5 (Customer Management of Date) or Section 11 (Confidentiality).

(b) Either party may terminate this SaaS Agreement, effective on written notice to the other party, if the other party materially breaches this SaaS Agreement, and such breach: (i) is incapable of cure (as reasonably defined by the non-breaching party); or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

(c) Either party may terminate this Agreement effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) The timelines set forth in subsections (a), (b), and (c) above shall be tolled in the event either party pursues dispute resolution as set forth in Section 12.18 below.

6.3 Suspension for Non-Payment. In addition to any other rights set forth in this SaaS Agreement, NinePatch reserves the right to suspend delivery of SaaS Services or terminate this SaaS Agreement for cause if Customer fails to timely pay any amounts due to NinePatch under this SaaS Agreement provided that such payment obligation is not subject to a good faith dispute. In the event of a good faith dispute that the Parties cannot resolve, in addition to suspension rights set forth herein, the termination provisions in Section 6.2 will apply. NinePatch will timely notify Customer of such failure to pay and allow a ten (10) business day period to cure such nonpayment. If Customer fails to cure, the SaaS Services shall be suspended effective immediately upon the expiration of such ten (10) business day cure period, without further notification from NinePatch. Suspension of the SaaS Services shall not release Customer of any of its payment obligations under this SaaS Agreement, including all past due payments under this SaaS Agreement, Other Work, and any remaining amounts for SaaS licensing through the Term, as set forth in Exhibit B of this SaaS Agreement. NinePatch's suspension and termination rights under this Section 6.3 shall not be subject to the dispute resolution procedure set forth in Section 12.18 and shall be in addition to the rights set forth in Sections 6.2, 6.4 and 6.5. Customer agrees that NinePatch shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to suspension of the SaaS Services resulting from Customer's nonpayment.

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6.4 Suspension for Ongoing Harm. NinePatch reserves the right to suspend delivery of the SaaS Services if NinePatch reasonably concludes that Customer or a User's use of the SaaS Services is causing immediate and ongoing harm to the Software NinePatch or NinePatch's other customers. In the extraordinary case that NinePatch must suspend delivery of the SaaS Services under this Section 6.4, NinePatch shall give Customer seventy-two (72) hours' written notice prior to any suspension, and the Parties shall diligently attempt to resolve the issue. Notwithstanding the foregoing, NinePatch's suspension rights under this Section 6.4 shall not be subject to the dispute resolution procedure set forth in Section 12.18 and shall be in addition to the rights set forth in Sections 6.2, 6.3 and 6.5. NinePatch shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to any good faith and reasonable suspension of the SaaS Services in accordance with this Section 6.4. Nothing in this Section 6.4 will limit NinePatch's rights under Sections 6.2, 6.3 and 6.5.

6.5 Effect of Termination. Upon the effective date of termination of this SaaS Agreement or expiration of the Subscription Term as provided above, NinePatch shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate. If NinePatch terminates this SaaS Agreement due to any breach by Customer, then Customer shall immediately pay to NinePatch all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by NinePatch, then NinePatch shall immediately repay to Customer all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date. If Customer terminates this SaaS Agreement without cause, then NinePatch shall immediately repay to Customer the lesser of (i) the prorated value of six months' worth of pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date, or (ii) pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date.

(a) Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the Parties.

(b) Upon termination of this SaaS Agreement, all Customer data, including but not limited to all Personal Data in NinePatch's possession, will be provided to Customer.

(c) The provisions set forth in the following sections, and any other right or obligations of the parties to this SaaS Agreement that, by its nature, should survive termination or expiration of this SaaS Agreement, will survive any expiration or termination of this SaaS Agreement: Section 3 (Restrictions), Section 6.5 (Effect of Termination), Section 8 (Warranties), Section 9 (Limitations of Liability), Section 10 (Indemnification), Section 11 (Confidentiality), and Section 12 (General Provisions).

7. SERVICE LEVEL AGREEMENT

The Service Level Agreement ("**SLA**") for the SaaS Services is set forth in Exhibit D hereto. The SLA sets forth Customer's sole remedies relating to any claims based on availability or quality of the SaaS Services, including any failure to meet any guarantee set forth in the SLA.

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8. WARRANTIES

8.1 Warranty. NinePatch represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. Customer's exclusive remedy for any breach of a warranty shall be as provided in Section 6, Term and Termination.

8.2 NINEPATCH WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. NINEPATCH DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT NINEPATCH WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT NINEPATCH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMERCIAL COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND VOICE AND DATA SERVICES PROVIDED BY COMMERICAL CARRIER LINES, TO INCLUDE FACSIMILE OR TEXT MESSAGING, AND THAT THE SAAS SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMERCIAL COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NINEPATCH (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT GENERALLY AND THE SAAS SERVICES. NEITHER NINEPATCH NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE AND THE HOST/HOSTING SERVICE AS DEFINED IN THIS SAAS AGREEMENT WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL NINEPATCH OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT, OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

9. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF NINEPATCH) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA, OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR SOFTWARE LICENSING UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. In no event shall NINEPATCH be liable for any damages relating to any Services previously delivered and accepted work under this SaaS Agreement. The foregoing limitations shall not apply to the Parties' obligations (or any breach thereof) under Section 3 (Restrictions), Section 10 (Indemnification), or Section 11 (Confidentiality).

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10. INDEMNIFICATION

10.1 Indemnification by NinePatch. If a third party makes a claim against Customer that the SaaS Services infringe any patent, copyright, or trademark, or misappropriate any trade secret, NinePatch shall defend Customer and its directors, officers, and employees against such claim at NinePatch's expense and NinePatch shall pay all losses, damages, and expenses (including reasonable attorneys' fees) awarded against Customer or agreed to in a written settlement agreement signed by NinePatch, to the extent arising from the claim. NinePatch shall have no liability for any claim based on: (a) the Customer Content; (b) modification of the SaaS Services not authorized by NinePatch; or (c) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement. In the event of a claim of infringement against Customer, and in lieu of indemnification as described above, NinePatch may, at its sole option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

10.2 Indemnification by Customer. If a third party makes a claim against NinePatch that the Customer Content infringes any patent, copyright, or trademark, or misappropriates any trade secret, Customer shall defend NinePatch and its directors, officers, and employees against such claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) awarded against NinePatch or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.

10.3 Conditions for Indemnification. A party seeking indemnification under this section shall: (a) promptly notify the other party of the claim; (b) give the other party sole control of the defense and settlement of the claim (subject to the right of the indemnifying party to sign any settlement agreement); and (c) provide, at the other party's expense, for out-of-pocket expenses related to such, the assistance, information, and authority reasonably requested by the other party in the defense and settlement of the claim.

11. CONFIDENTIALITY

11.1 Definition. "**Confidential Information**" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary"; (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure; (c) is specifically deemed to be confidential by the terms of this SaaS Agreement; or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. NinePatch software and Documentation are deemed Confidential Information of NinePatch.

11.2 Confidentiality. During the term of this SaaS Agreement and for five years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its

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obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party in writing of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party related to this SaaS Agreement.

11.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party; (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party; or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the Parties but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information, to the extent permitted by law; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as vendors, suppliers, accountants, lawyers, bankers, and investors.

12. GENERAL PROVISIONS

12.1 Non-Exclusive Service. Customer acknowledges that SaaS Services are provided on a non-exclusive basis. Except as provided in this section, nothing herein shall be deemed to prevent or restrict NinePatch's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

12.2 Personal Data. Customer hereby acknowledges and agrees that NinePatch's performance of this SaaS Agreement may require NinePatch to process, transmit, and/or store personal data of Customer's clients, employees or affiliates. By submitting personal data to NinePatch, Customer agrees that NinePatch and its Affiliates may process, transmit, and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling NinePatch to perform its obligations under this SaaS Agreement. In relation to all Personal Data provided by or through Customer to NinePatch, Customer will be responsible as sole Data Controller for complying with all applicable data protection or similar laws, including but not limited to EU Directive 95/46/EC and laws implementing such Directive that regulate the processing of Personal Data and special categories of data as such terms are defined in that Directive. Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Customer Content and using the Software and NinePatch SaaS Services. Customer confirms that Customer is solely responsible

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for any Personal Data that may be contained in Customer Content, including any information which any User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Personal Data of its clients by NinePatch under this SaaS Agreement, including that such processing according to Customer's instructions will not place NinePatch in breach of applicable data protection laws. Customer is responsible for ensuring that all data placed into the Platform by Customer or Users comports with all associated restrictions or special requirements, including but not limited to, any cross-border transfer restrictions.

12.3 NinePatch Personal Data Obligations. In performing the SaaS Services, NinePatch will comply with the NinePatch Privacy Policy. The NinePatch Privacy Policy is subject to change at NinePatch's discretion; however, NinePatch policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the services have been paid. The policies referenced in this SaaS Agreement specify the Parties' respective responsibilities for maintaining the security of Customer data in connection with the SaaS Services. NinePatch reserves the right to provide the SaaS Services from Host locations, and/or through use of subcontractors, worldwide. NinePatch subscribes to the United States/European Union Safe Harbor Principles, and as a result, appears on the U.S. Department of Commerce Safe Harbor list (available at http://www.export.gov/safeharbor) as of the Effective Date of this SaaS Agreement. NinePatch's Safe Harbor certification specifically includes NinePatch's performance of services for Customer-provided Personal Data. NinePatch will only process Customer Personal Data in a manner that is reasonably necessary to provide SaaS Services and only for that purpose. NinePatch will only process Customer Personal Data in delivering NinePatch SaaS Services. Customer agrees to provide any notices and obtain any consent related to NinePatch's use of the data for provisioning the SaaS Services, including those related to the collection, use, processing, transfer, and disclosure of Personal Data. Customer shall retain ownership of all Customer data and shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of Customer data.

12.4 Assignment. Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale, or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement; provided, however, that by doing so such party shall not be relieved of any obligation under this SaaS Agreement.

12.5 Notices. Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five business days after mailing if sent by registered or certified U.S. mail; (b) when transmitted if sent by facsimile or email, provided that a copy of the notice is promptly sent by another means specified in this section; or (c) when delivered if delivered personally or sent by express courier service. Notices to Customer will be sent to the address for Customer set forth on page 1 of this SaaS Agreement. Notices to NinePatch will be sent to NinePatch, PO Box 24368, Knoxville, TN 37933.

12.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation set forth herein, in whole or in part, as a result of causes beyond its reasonable control, and without its fault

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or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, pandemics, communication line failures, and power failures.

12.7 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

12.8 Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

12.9 Entire SaaS Agreement. This SaaS Agreement (including all Change Orders and Exhibits) contains the entire agreement of the Parties and supersedes all previous oral and written communications by the Parties, concerning the subject matter of this SaaS Agreement and related agreements or amendments thereto. This includes any business associate agreements and mutual non-disclosure agreements executed by the Parties, the terms of which are expressly incorporated fully by reference into this SaaS Agreement. This SaaS Agreement may only be amended in writing and signed by both Parties. Standard or printed terms contained in any unexecuted Change Order are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against an unexecuted Change Order shall not be deemed acceptance of the terms of such Change Order.

12.10 Survival. Sections 3 (Restrictions), 6 (Term and Termination, 8 (Warranties), 9 (Limitations of Liability), 10 (Indemnification), 11 (Confidential) and 12 (General Provisions) of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

12.11 Cooperation/Collaboration. Customer acknowledges and agrees, in exchange for preferred pricing as given in this SaaS Agreement, and if the Software is performing as expected, to be a business reference and/or referral for NinePatch. Customer also agrees, upon reasonable request, to collaborate with NinePatch's marketing activities around the Software. With Customer's permission, NinePatch may include Customer's name and logo in its customer lists and on its website. Upon full execution of this SaaS Agreement, NinePatch may issue a high-level press release announcing the relationship and the way Customer will use the NinePatch solution. NinePatch shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release, as necessary.

12.12 Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Customer agrees that such export control laws govern its use of the SaaS Services (including technical data) and any services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs, and/or materials resulting from SaaS Services and/or Other Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

12.13 No Third-Party Beneficiaries. This SaaS Agreement is an agreement between the Parties, and confers no rights upon either party's employees, agents, contractors, partners or customers, or upon any other person or entity.

12.14 Independent Contractor. The Parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the Parties will be deemed to place the Parties in any other

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relationship. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

12.15 Statistical Information. NinePatch may anonymously compile statistical information related to the performance of the SaaS Services for purposes of improving the SaaS Services, provided that such information does not identify Customer Content or include Customer's name.

12.16 Governing Law. This SaaS Agreement will be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflict of law principles. Each party irrevocably submits to the exclusive jurisdiction of and venue in the state courts of Delaware in any suit, action, or proceeding relating to the SaaS Agreement. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. In the event any dispute between the parties in relation to this SaaS Agreement is resolved by a decision of a court, the prevailing party in such suit shall be entitled to recovery of all such party's reasonable attorneys' fees, costs, and expenses.

12.17 Compliance with Laws. NinePatch shall comply with all applicable local, state, national, and foreign laws in connection with its delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data.

12.18 Dispute Resolution. Except with respect to intellectual property rights, Suspension for Non-Payment (as provided in Section 6.3) or Suspension for Ongoing Harm (as provided in Section 6.4), in the event of a dispute between the Parties relating to the interpretation or performance of this SaaS Agreement or the termination thereof, the Parties agree to hold a meeting regarding such dispute within 15 days of written request by either party, attended by representatives of each Party with decision-making authority, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the Parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it, subject to the terms of this SaaS Agreement. Dispute resolution will be conducted, when possible, remotely. If in-person attendance is required, dispute resolution will be conducted in the venue set forth above in Section 12.16.

12.19 Signatures. This SaaS Agreement and all Exhibit incorporated by reference may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this SaaS Agreement by facsimile or other electronic transmission (including via PDF) will be effective as delivery of a manually executed counterpart.

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IN WITNESS WHEREOF, the Parties have caused this SaaS Agreement to be executed as of February 7, 2023; 2023, the **"Effective Date"**, by their duly authorized representatives.

County of Mariposa, a political subdivision	**NinePatch, Inc.**
By: DocuSigned by: Miles S Menetrey B43EC70C19BE446...	By: DocuSigned by: Leigh G. Sterling-Gooden FB09ED8C22054E7...
Name: Miles Menetrey	Leigh Sterling-Gooden
Title: Chair, Mariposa County Board of Supervisors	President and CEO

4894-1291-0131, v. 1

Approved as to Legal Form:
DocuSigned by:
Steve Dahlem
F6A416F06B394BF...
Steven W. Dahlem, County Counsel

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NinePatch

EXHIBIT A

Statement of Work

This Exhibit A incorporates, fully by reference, any future Purchase Orders, Change Orders and Statements of Work ("SOWs") and sets forth the Services to be provided and agreed to by the Parties. Changes to any existing feature functionality of the installed Software shall be addressed through the Change Order process.

1. **Description**
   1.1. NinePatch Whole Person Care (WPC) is a next generation Community Information Exchange (CIE) 2.0 platform. Highly visual, intuitive and purpose built to deliver on the promise of coordinated Social Determinants-based care for populations with multiple needs across Medical, Social and Behavioral care domains.
2. **Deliverables**
   2.1. NinePatch Whole Person Care SaaS License
   2.1.1. Includes 250 User Licenses.
   2.1.2. SaaS Region shall include the following County(s) in California: Mariposa.
   2.1.3. **Setup and Installation**: An instance of the NinePatch WPC shall continue to be made available for use by Customer in two distinct environments: Training and Production. The Training environment is used by Customer Users to conduct community partner (end user) training. The Production environment is used by trained community partner Users to provide services to community members (clients). These instances include NinePatch Generally Available (GA) release functionality only, additional functionality requested by Customer beyond the current GA release shall continue to be implemented through other project deliverables which are identified and contracted separately through the Change Management process in Exhibit C.
   2.1.4. **Project Management**: Provided from kickoff to deployment including scheduled meetings, frequent communications and status updates, organization of project artifacts, and documentation of risks, assumptions, issues, dependencies, and decisions.
   2.1.5. **Training**: Train-the-trainer. Provided to administrators, trainers, and key stakeholders to gain knowledge of the NinePatch system, and gain confidence and experience to lead training and support end users. Topics include Privacy & Consent, Train-the-Trainer Sessions, Administrator Tasks, Reporting, Technical Support Process & Ticketing, Client Batch Upload.
   2.1.6. **Single Sign-On (SSO) Integration**: SSO integration is the process by which a user is authenticated by one system and that authentication is shared with another system. SSO integration refers to the sharing of user identity between an Identity Provider (IDP) that manages identity and a Service Provider (SP) that provides a service. The integration allows a user to authenticate against an IDP and utilize that authentication to automatically access a SP. In scope for the initial project is one (1) SSO integration with inSync EHR, the Platform will act as a SP. Nonstandard integration will trigger additional fees. SSO integration requires the following:
      2.1.6.1. The system to integrate must be able to serve as an Identity Provider (IDP).

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2.1.6.2. The system to integrate must utilize a supported protocol: Active Directory (AD), Lightweight Directory Access Protocol (LDAP), Open Authentication (OAuth 2.0), Open ID Connect (OIDC), OAuth 2.0, or Security Assertion Markup Language (SAML).

2.1.6.3. The system to integrate must provide the necessary configuration: attributes, certificates, endpoints, metadata, and other settings.

2.1.6.4. The system to integrate must allow communication with the Platform identity service, typically through the Internet.

2.1.6.5. The system to integrate must utilize a supported linking identifier: email address or username.

2.1.6.6. SSO users must be provisioned in the Platform prior to initiating a SSO session. The Platform does not allow automatic provisioning of users.

2.1.6.7. Passing client/patient context requires integration with a Master Person Index (MPI) as the Platform requires a unique client/patient identifier.

2.1.6.8. The requirements presume that there are only two systems involved in the authentication process, the system to integrate and the Platform. The SSO process is dependent upon trust between these systems and the trust is non-transitive to other systems.

2.1.7. **Master Person Index (MPI) Integration**: MPI integration refers to the sharing of client/patient identifying, demographic, and contact information between an MPI and NinePatch. The integration ensures that data created for a client in NinePatch can be linked correctly to data for the same client/patient in the MPI and thereby other systems. Support protocols: Application Programming Interfaces (APIs) and HL7 messages (e.g., ADT). Nonstandard integrations will trigger additional fees. In scope for the initial project is one (1) MPI integration with inSync EHR.

2.1.8. **CCS Starter Pack**: Community Convenor Services focused on a review of CIE Toolkit assets as outlined in Exhibit E. Limited to 10 hours, delivered no more than 2 hours per week. Additional CCS hours available through the Change Management Process as outlined in Exhibit C.

2.2. Optional Implementation Services

2.2.1. **Admit, Discharge, Transfer (ADT) Integration**: ADT integration refers to the sharing of patient visit information between a Health Information Exchange (HIE) or another healthcare system and NinePatch. The integration allows information about a patient admission, discharge, or transfer to, from, or between facilities to display in a NinePatch client profile. Supported protocols: Health Level 7 (HL7) v2 or Fast Health Information Resource (FHIR) v4. Nonstandard integrations will trigger additional fees.

2.2.2. **Single Sign-On (SSO) Integration**: SSO integration is the process by which a user is authenticated by one system and that authentication is shared with another system. SSO integration refers to the sharing of user identity between an Identity Provider (IDP) that manages identity and a Service Provider (SP) that provides a service. The integration allows a user to authenticate against an IDP and utilize that authentication to automatically access a SP. The Platform will act as a SP. Nonstandard integration will trigger additional fees. SSO integration requires the following:

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2.2.2.1. The system to integrate must be able to serve as an Identity Provider (IDP).

2.2.2.2. The system to integrate must utilize a supported protocol: Active Directory (AD), Lightweight Directory Access Protocol (LDAP), Open Authentication (OAuth 2.0), Open ID Connect (OIDC), OAuth 2.0, or Security Assertion Markup Language (SAML).

2.2.2.3. The system to integrate must provide the necessary configuration: attributes, certificates, endpoints, metadata, and other settings.

2.2.2.4. The system to integrate must allow communication with the Platform identity service, typically through the Internet.

2.2.2.5. The system to integrate must utilize a supported linking identifier: email address or username.

2.2.2.6. SSO users must be provisioned in the Platform prior to initiating a SSO session. The Platform does not allow automatic provisioning of users.

2.2.2.7. Passing client/patient context requires integration with a Master Person Index (MPI) as the Platform requires a unique client/patient identifier.

2.2.2.8. The requirements presume that there are only two systems involved in the authentication process, the system to integrate and the Platform. The SSO process is dependent upon trust between these systems and the trust is non-transitive to other systems.

2.2.3. **Master Person Index (MPI) Integration**: MPI integration refers to the sharing of client/patient identifying, demographic, and contact information between an MPI and NinePatch. The integration ensures that data created for a client in NinePatch can be linked correctly to data for the same client/patient in the MPI and thereby other systems. Support protocols: Application Programming Interfaces (APIs) and HL7 messages (e.g., ADT). Nonstandard integrations will trigger additional fees.

2.2.4. **Resource Directory (RD) Integration**: This integration refers to the sharing of resource data (organizations and services) between an external resource directory and the integrated NinePatch resource directory. The integration ensures that resource information provided to clients is accurate; data inserted/updated in one resource directory is inserted/updated in the other resource directory. Supported protocols: CSV Upload (via standard template) and APIs. Nonstandard integrations will trigger additional fees.

2.2.4.1. **Note**: Unless there is an integration with a third-party Resource Directory, Customer shall be responsible for populating Resource Directory entries. NinePatch is available to assist if needed through our Change Management process, as described in Exhibit C.

2.2.5. **Region Add-On License**: Regional expansion allows the base system to grow with two distinct advantages: 1. No need for a new SaaS Agreement or the associated minimum fees. 2. White-label configuration to allow each Region to appear autonomous.

2.2.6. **Community Convenor Services:** Facilitation and/or Staff Augmentation services which may include one or more of the following:

2.2.6.1. Facilitation

2.2.6.1.1. Facilitator/Project Manager to work with Customer to customize the NinePatch CIE Toolkit collateral to Customer's needs and brand.

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2.2.6.1.2. Facilitation and support of Community Governance building activities.
2.2.6.1.3. Work with Customer or Community Governance to identify additional funding strategies.
2.2.6.1.4. Work with Customer or Community Governance to identify initiative Sustainability Models.
2.2.6.1.5. Development of Customer Marketing and Training Collateral.
2.2.6.2. Boots on the Ground
2.2.6.2.1. Staff augmentation for marketing outreach, cold-calling, resource directory eligibility data validation, or other purposes as required.

2.3. Collateral Materials

2.3.1. CIE Toolkit: Introductory video to NinePatch, video on Toolkit contents and Toolkit documents (Exhibit E). Services to interpret and/or deploy contents of the Toolkit may be delivered per Section 2.5 below.
2.3.2. Training: Train-the-Trainer, Training documents and resource guides. Additional training may be delivered per Section 2.5 below.
2.3.3. Support Ticketing: Documentation and introductory video to Service Desk, a support ticketing application powered by Zoho.
2.3.4. Reporting Tool: Customer Admins will have access to our reporting tool learning environment. Additional hours may be delivered per Section 2.5 below.

2.4. **Platform Support/Help Desk and Maintenance**: NinePatch will provide technical support for resolving issues caused by any defects in the existing NinePatch Platform (known as "Level 2 and 3 Support"), as well as, maintenance release updates, pursuant to the terms and conditions specified in Exhibit D.

2.5. **Other Services:** Any Customer Change Requests will be prioritized at the time of receipt, subject to available resources in the form of a Change Order as set forth in Exhibit C and are invoice separately from the NinePatch SaaS Agreement licensing, support and maintenance fees.

2.6. **Customer Requirements:** Customer will provide the following services:

2.6.1. Project and Technical Management Services: Community engagement resources (Community Network member recruiting, Community Network member onboarding, and Network operating governance) and Customer IT support to enable successful completion of all deliverables.
2.6.2. Adequate IT staff resources capable of programming required for Customer systems: Integration/Interface development for the Platform.
2.6.3. Dedicated Customer staff resource for engaging community partners including end user training, onboarding and support.
2.6.4. Community resource directory oversight, including management and updates.
2.6.5. Computing and network resources in order to access and operate the NinePatch instance.
2.6.6. System Support/Help Desk (known as "Level 1 Support").

3. **NinePatch Minimum Requirements**

The NinePatch Platform is a web-based application. Use of the Platform requires a supported web browser running on a computer with a minimum of 4 GB of system memory (RAM) and a minimum of 3 MBPS Internet connection. While the Platform is based on HTML, which is supported by all web browsers, it leverages features that may not be common to all. These features include Audio

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Capture, Cookies, JavaScript, Local Storage, and Session Storage. Currently supported web browsers include:

- Google Chrome v94+
- Microsoft Edge v45+
- Mozilla Firefox v90+

While it is possible to use NinePatch with Apple Safari 10.14+ and Microsoft Internet Explorer 11+, these web browsers are not officially supported and are not warrantied, as set forth in Section 8.2 of the SaaS Agreement. Additionally, these items are not enabled on any Customer local machine attempting to use NinePatch.

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NinePatch

EXHIBIT B

Product and Services Fees

This Exhibit B incorporates, fully by reference, any future Purchase Orders and Change Orders, and sets forth the Product and Service Fees agreed to by the Parties for the Project Scope and Deliverables.

1. **Users**: NinePatch's hosted, web-based Platform is for **250** User Licenses, as defined in the SaaS Agreement and constrained in Exhibit A, Section 2.1.2. The cost for additional User Licenses is set forth below and may also be modified through a future Purchase Order, should the Customer exceed the limits stated above. The required procedure for submitting a Change Order and a sample of the Change Order form is set forth in Exhibit C. Note that no Usernames, passwords or other information allowing access into the Platform may be shared by any person, and these credentials are only for the use of the User. Any variation of this protocol contrary to NinePatch's Information Security Program is the responsibility of Customer and NinePatch is neither responsible nor accountable for any liability or damages arising from such deviation from protocol.
2. **Term:** The Term of this Exhibit and future Purchase Orders and Change Orders are the same as the controlling SaaS Agreement.
3. **Total Contract Value:** (all fees are in U.S. dollars and exclude applicable taxes)
   The fees set forth in this Exhibit include access to and usage of the SaaS Services during the Subscription Term for the defined number of User Licenses, herein. NinePatch shall issue an invoice in accordance with the terms set forth in the SaaS Agreement.
   NinePatch retains the right to adjust any fees annually to account for increases in NinePatch-vendor pricing to NinePatch. Any such increases will be passed through to Customer and will not exceed five percent (5 %) or the Consumer Pricing Index value each year, whichever is higher.
   When applicable, Customer and NinePatch agree to execute a follow-on Purchase Order(s) for the purchase of additional User Licenses if at any time during the Subscription Term or Renewal Term the Customer exceeds the number of User Licenses allowed. Additional User Licenses may be purchased in blocks of 50 users in accordance with the following Section:
   3.1. Add-on User Licenses: $50 per user per month, sold in blocks of 50 licenses.
      3.1.1. Tiered User Licenses based on total User count. Note that ALL User Pricing is based on the highest Tier achieved from the date a Purchase Order is executed to increase the number of users. The new User Pricing due will take into account any pre-paid annual User License fees, and the remaining balance of pre-paid annual User License fees will be credited to the new User Pricing amount for the remainder of the User Licensing term.

Tiered Pricing	
Per User Per Month	Tier, up to
$50	500
$45	1,000
$40	1,500
$35	2,000
$30	2,500

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$25	3,000
$20	5,000+

3.2. **In Scope Deliverables**, per Exhibit A, Section 2

3.2.1. One-time Costs

Deliverable	One-Time Fee	Notes
Setup and Installation	$18,000	Fixed fee to stand up Customer instance of Platform.
Project Management	$62,400	Project Management (up to 20 hours per week).
Training	$9,600	Train-the-Trainer (up to 3 students) services sufficient to equip Customer to operate the Platform.
SSO Integration	$12,000	One SSO integration with inSync EHR included, plus Support & Maintenance.
MPI Integration	$12,000	One MPI integration with inSync EHR included, plus Support & Maintenance.
CCS Starter Pack	$2,400	Limited to 10 hours, delivered no more than 2 hours per week.
Total One-time Costs	**$116,400**	50% due on execution, 50% due on acceptance.

3.2.2. Recurring Costs

Deliverable	Annual Fee	Notes
Platform License	$144,000	Base platform SaaS license with 250 users.
Support & Maintenance	$4,800	Two integrations at 20% per integration per year.
Total Recurring Costs	**$148,800**	Due on acceptance.

3.3. **Total Contract Value**: All one-time costs plus recurring costs for the Term: $562,800.

4. **Optional Integration and Service Add-ons**: Additional add-on services, initiated by Customer via Change Request as described in Section 2.5 of Exhibit A. See full descriptions in Exhibit A, Section 2.2.

Optional Deliverable	One-Time Fee Per Integration	Notes
ADT Integration	$12,000	Fixed fee to establish an ADT integration, plus 20% annual Support & Maintenance.

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MPI Integration	$12,000	Fixed fee to establish an MPI integration, plus 20% annual Support & Maintenance.
SSO Integration	$12,000	Fixed fee to establish a SSO integration, plus 20% annual Support & Maintenance.
Resource Directory Integration	$12,000	Fixed fee to establish a single Resource Directory integration, plus 20% annual Support & Maintenance.
Optional Deliverable	**Annual Fee**	**Notes**
Region Add-On License	$50,000	Regional segmentation; annual fee per each additional region. Each additional region may require Setup and Installation, Project Management, Training, User Licenses and any related Integration fees at then current rates.
Optional Deliverable	**One-Time Fee**	**Notes**
Community Convener Services	TBD	A jointly developed Statement of Work will be constructed that reflects the services to be delivered and the expected deliverables.

4.1. Other Services and Expenses, referenced in Exhibit A, Section 2.5

Optional Service	**Hourly Fee**	**Notes**
Other Services	$240.00	Other Services outside the scope of Exhibit A desired by the Customer can be provided through separate Change Orders at the stated hourly fee. The stated hourly fee is current as of contract execution and subject to the then current rates.
Travel Expenses	Actual Cost	Approved travel expenses will be reimbursed by Customer. No such travel expenses are currently anticipated. All travel expenses must be approved by Customer, in advance, prior to incurring such.

5. Customer Billing Information:

Billing Information	
Billing Department Name or Individual Contact:	Mariposa County Health & Human Services Attn: Lori Norman
Billing Department email:	Lnorman@mariposacounty.org

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Billing Department Address:	Mariposa County Health & Human Services c/o Lori Norman PO Box 99 Mariposa, CA 95338

6. **Maintenance:** Maintenance shall be performed from time to time by NinePatch without additional charge to the Customer. Maintenance does not include issues or changes identified by the Customer. Issues discovered by the Customer shall be handled by the Platform Support/Help Desk and Maintenance processes included in Exhibit D and any Customer-identified changes will be handled through the Change Management Process in Exhibit C referenced herein.

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EXHIBIT C

Change Management Processes

Overview

This document defines four processes: Change Requests, Purchase Orders, Fast Track Orders, and Change Orders. For the sake of clarity, applicable terms are identified as follows:

- **Ballpark Estimate** - The Ballpark Estimate provides a preview of a Change Order and includes an initial assessment of the scope, pricing, and schedule.
- **Change Request** - A request to NinePatch to make a change to the currently released version of the system licensed by Customer; such change may be identified by anyone (e.g., client, internal team member). Change requests are for something new that does not already exist within the system and/or has not been contracted. This document identifies the customer-facing process only.
- **Change Request Document (CRD)** - Documentation that details the Change Request. To ensure consistency and thorough requirements, NinePatch prefers the use of the CRD template, available upon request.
- **Change Order** - A legal work order/agreement binding both parties to the change. Customers wishing to make a change shall do so by providing their written requirements in a CRD. NinePatch will then use the CRD to develop a comprehensive scope of work (SOW). Change Orders are billed in two invoices: 50% upon contract execution, and 50% upon completion.
- **Discovery Fee** - A small, nonrefundable Discovery Fee invoiced upon receipt of change requests. This Discovery Fee allows us to recover some of the upfront costs associated with vetting a change request. If a customer chooses to move forward with (i.e., execute) a purchase order, fast track order, or change order, the Discovery Fee will be credited toward the total due. If the customer chooses not to move forward with a purchase order, fast track order, or change order, NinePatch will retain the Discovery Fee.
- **Fast Track Order** - A legal work order/agreement binding both parties to the change. Customers wishing to make a change shall do so by providing their written requirements in a CRD. NinePatch will then use the CRD to determine the scope of the request and an approach that provides a rapid turnaround. The total due is invoiced in full upon execution of the order. Fast Track Orders are often moved to the top of our development list. Payment in full allows the work to be expediated without incurring other fees (e.g., acceleration fee).
- **Issue** - Perceived functionality flaws in the performance of the system that are reported through the ticketing system. Issues are not to be confused with Change Requests.
- **Level of Effort (LOE)** – Completed by the Product Team, this detailed assessment of a change request is used to design the solution and develop the Change Order.
- **Purchase Order** - A legal work order/agreement binding both parties to the change. NinePatch follows a Purchase Order process for clearly identified technical requests (identified by NinePatch as an infrastructure/access change or similar request). Purchase Orders may or may not require a change request document. NinePatch will determine when a CRD is needed; there may

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be situations where a Purchase Order is issued by NinePatch without receipt of a CRD. The total due is invoiced in full upon execution of the order. Purchase Orders are often moved to the top of our development list. Payment in full allows the work to be expediated without incurring other fees (e.g., acceleration fee).

- **Scope of Work (SOW)** - A scope of work identifies a project's objectives, limits of scope, deliverables, estimated timeline, and projected cost.

Change Request Process

1. A change is identified.
2. Initial fields (in green) are documented by the Customer using the CRD template.
3. Customer submits Change Request to NinePatch's assigned Project Manager/Account Manager for review.
4. Project Manager/Account Manager reviews documentation for clarity and gaps. If needed, Project Manager/Account Manager works with Customer to clarify the request.
5. Customer and Project Manager/Account Manager meet to discuss document. Product Team may join this call. If NinePatch Team is to pursue request as a change order, additional information (in gray) will be provided by Customer using the CRD.
6. Project Manager/Account Manager notifies Accounting to issue invoice for Discovery Fee.
    i. Discovery Fee for Purchase Orders is a minimum of $500.
    ii. Discovery Fee for Fast Track Orders is a minimum of $500.
    iii. Discovery Fee for Change Orders is a minimum of $1,000 to initiate the discovery process for Change Orders, however, this fee could vary depending on the complexity of discovery required.
7. NinePatch Team reviews request for size, scope, and estimated cost.
    a. If request is for a technical solution (e.g., database):
        i. Project Manager/Account Manager provides preliminary pricing to Customer.
        ii. Purchase Order Process steps are followed.
    b. If request is not for a technical solution and is small in scope:
        i. Project Manager/Account Manager provides preliminary pricing to Customer.
        ii. Fast Track Process steps are followed.
    c. If request is not for a technical solution and is not small in scope:
        i. Change Order Process steps are followed.

Purchase Order Process

1. Business Development/Sales receives CRD from Project Manager/Account Manager.
2. Business Development/Sales drafts Purchase Order.

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3. Business Development/Sales forwards Purchase Order to Project Manager/Account Manager.
4. Project Manager/Account Manager shares Purchase Order with Customer.
5. Customer determines whether they want to pursue change according to the pricing and timeline.
    a. If Yes:
        i. The Purchase Order is signed/executed.
        ii. An invoice is issued for the Total Due.
        iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.
    b. If No:
        i. Project Manager/Account Manager notifies Product Team, and CRD and Purchase Order are archived.
        ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

Fast Track Order Process

1. Project Manager/Account Manager drafts Fast Track Order and forwards to Business Development/Sales to confirm pricing.
2. Project Manager/Account Manager shares Fast Track Order with customer.
3. Customer determines whether they want to pursue change according to the pricing and timeline.
    a. If Yes:
        i. The Fast Track Order is signed/executed.
        ii. An invoice is issued for the Total Due.
        iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.
    b. If No:
        i. Project Manager/Account Manager notifies Product Team, and CRD and Fast Track Order are archived.
        ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

Change Order Process

1. Product Team reviews documentation:
    a. For clarity, gaps, etc.
    b. To identify if change request is Customer/community-specific or platform-specific.
    c. Against roadmap, resource availability, and planned releases.
2. Product Team determines whether to pursue the change.

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a. If yes:
    i. Product Team prepares initial level of effort (LOE) including potential prioritization, hours, and estimated start date; may require further analysis.
    ii. Product Team works with Project Manager/Account Manager to develop a Ballpark Estimate document.
    iii. Ballpark Estimate is shared with Customer.
b. If No:
    i. Project Manager/Account Manager follows up with Customer.
    ii. Documentation is archived and process stops.

3. Product Team completes analysis and design and shares updated LOE with Project Manager/Account Manager.
4. Project Manager/Account Manager drafts Change Order using CRD and LOE.
5. Business Development/Sales team reviews documentation for pricing.
6. Project Manager/Account Manager shares Change Order with Customer.
7. Customer determines whether they want to pursue the change according to the pricing and timeline.

d. If Yes:
    i. The Change Order is signed/executed.
    ii. The first invoice is issued (for 50% of the Total Due).
    iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.
e. If No:
    i. Project Manager/Account Manager notifies Product Team, and CRD and Change Order are archived.
    ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

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Figure 1 - Change Management Process

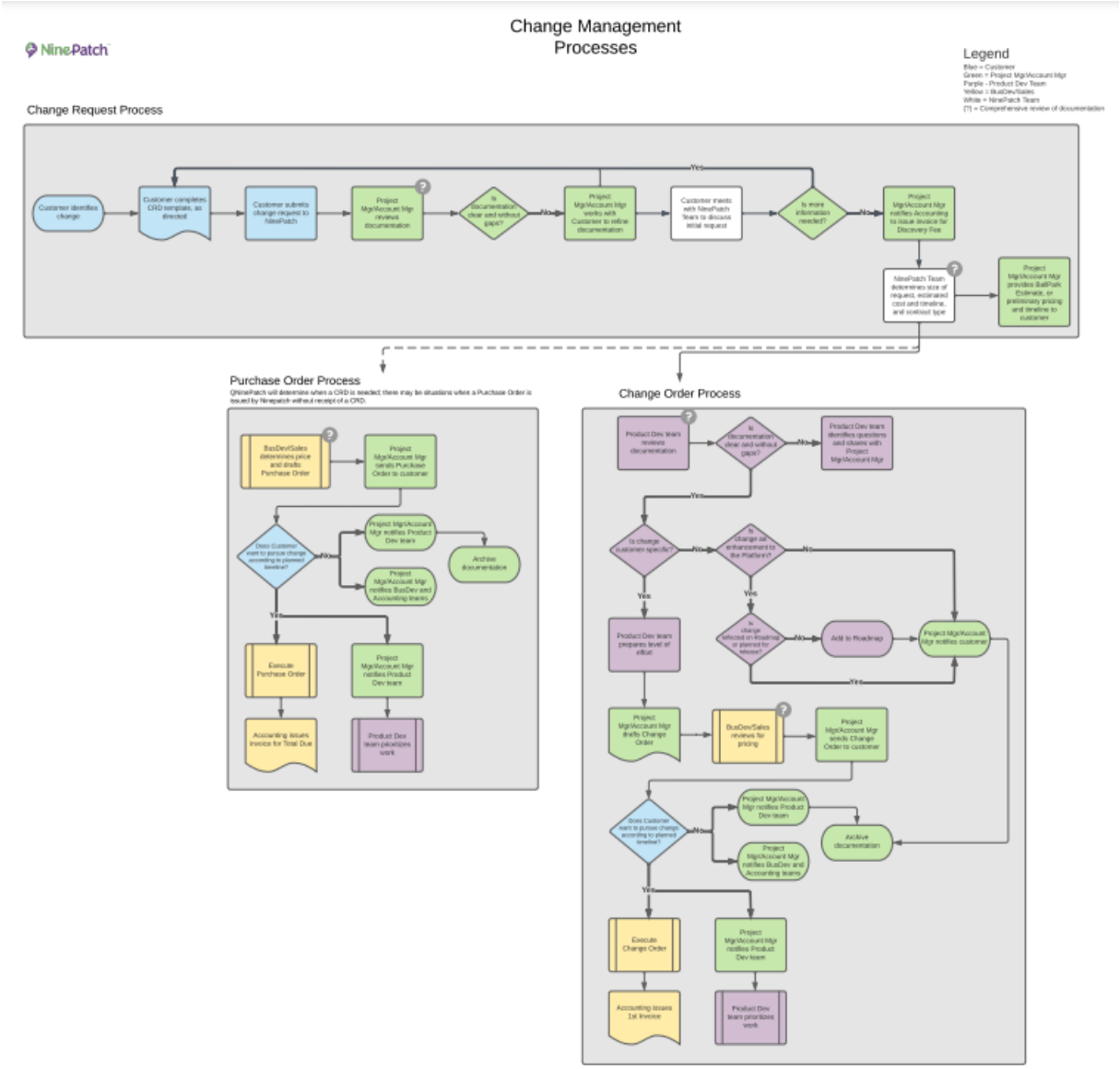

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Figure 2 - CRD Template

	Change Request Document	

Change Request Information (Completed by Requestor)	
Request Title	A title that uniquely identifies the request and will be used in future communications.
Request Date	The date the request is submitted.
Organization	The name of your organization, that has a contract with NinePatch.
Contact	The name and contact information of the person at your organization responsible for managing the request and/or requirements.
Subject Matter Experts	The names and contact information of subject matter experts related to the request and/or requirements.
Problem Statement	The business problem that needs to be solved and how it was identified.
Discovery	• What is a user better able to accomplish via this ask? • What is the added value or benefit to the user(s)? • Please give an example scenario(s) of how this would be used within a workflow • Any preliminary budget / time considerations / other context to know about?
Process Flowchart (optional)	A flowchart that depicts the business process related to the problem.
Use Case(s)	Examples of instances when or where the problem is apparent.
Attachment(s)	A list of files associated with the change request and the author of each.
Additional Detail/Notes	Any additional information that will promote understanding of the business problem, including any business logic.
Mandatory Completion Date (if any)	Date or timeframe when this request must be completed to meet existing commitments (e.g., grant funding).

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EXHIBIT D
Platform Support/Help Desk and Maintenance

This Exhibit D incorporates fully by reference any future (amendments/SOWs/COs) and sets forth the Platform Support/Help Desk and Maintenance services, including Support Service Level Agreement, agreed to by the Parties. Depending on the specific Statement(s) of Work, Support/Help Desk and Maintenance Services may or may not be applicable and this will be set forth in such Statement(s) of Work.

1. **Description**

Platform Support/Help Desk and Maintenance for the NinePatch Platform is fully functional and available and responsive to users of the platform. This Exhibit outlines service level standards and expectations for system monitoring, maintenance, and Level 2 and 3 support for the Platform.

- **System Monitoring:** The Platform will be monitored for performance and availability using web server monitoring and administrative tools. The system should be monitored, including but not limited to response times, page handles, page load times, refresh rate and system availability.
- **System Up-Time:** System Availability (as defined below) expectations for the Platform is to achieve a 24x7x365 up-time and availability for Users. Exclusions to this up-time are limited to scheduled maintenance windows to be handled during off-hours outside of 8 AM - 6 PM window Eastern Standard Time. These maintenance windows are to be used for regular system updates, patching and release deployment and will be communicated to Customer at least 24 hours in advance.
- **Maintenance:** The Platform will be supported by performing periodic maintenance of the environment. This could include and is not limited to updates to operating systems for physical or cloud hardware, updates to any commercial software or third-party systems, patching and updates to address information security and anti-virus, and updates for source code.
- **Customer Requested Changes:** As part of the maintenance and support work for the Platform, Customer requested changes may be implemented as part of the regular development iteration and release life cycle. Requested changes will be reviewed and prioritized to determine the value and benefit to the solution as well as capacity to address during regular updates to the Platform's source code. Any development activity addressing user requested changes will follow the same software development lifecycle, Quality Assurance and support process as other functionality to be developed per the SaaS Agreement.
- **Defect Management:** Defects or issues found in the Software will be addressed in a timely manner per the service level agreement defect and critical event timeframes noted in the Support Service Level Agreement (SLA) section, below. For this Exhibit, a defect or issue will be defined as any anomalous system occurrence that prevents the solution from functioning as expected based on normal operation or documented implementation requirements. This includes, but is not limited to, errors made in coding, system event errors, or hardware errors.
- **Disaster Recovery, Back Up and Redundancy:** Provisions shall be in place regarding the handling of data recovery and system restoration in the event of an emergency or disaster. These

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provisions could include services or offerings provided by other vendors or cloud hosting providers. In addition, the system environment including, but not limited to application configuration, source code, and Customer data, will be backed up regularly to enable restoration or recovery of data in the event of a loss or other unanticipated disruption of service.

2. **Technical Support Process**

Overview

The Technical Support Process is used by NinePatch customers to request technical support and by NinePatch staff to provide technical support. For the sake of clarity, applicable terms are identified as follows:

- **Service Level Agreement** – An agreement between the Customer and NinePatch that defines the level of service as it relates to technical support.
- **Technical Support Request** – An entry in the approved ticketing system that represents a request for technical support.
- **Issue** – A system event, error, defect or other issue deemed appropriate for technical support.
- **End User** – A user who uses the NinePatch system, who may or may not be employed by the Customer.
- **Tier 1 Support** – Technical support provided to end users by the Customer.
- **Tier 2 Support** – Technical support provided to the Customer by NinePatch.
- **Tier 3 Support** – Advanced technical support provided to the Customer by NinePatch.
- **Customer Priority** – The perceived priority assigned to a technical support request by the Customer.
- **Actual Priority** – The actual priority assigned to a technical support request after review by NinePatch technical support staff.
- **Status** – The status of the Technical Support Request.

Technical Support Request Steps

1. A NinePatch end user encounters an issue.
2. The NinePatch end user clicks on the Application Support link in the system, which directs them to a form or ticketing system hosted by the Customer.
3. The NinePatch end user enters relevant information (Name, Email, Phone, Organization, and Customer Priority) into the Application Support form or system and submits it.
4. A Customer Tier 1 Support member reviews the information.
    a. If the issue can be resolved, it is resolved by the Customer Tier 1 Support Member.
    b. If the issue cannot be resolved, the Tier 1 Support member creates a Technical Support Request in the NinePatch Service Desk and assigns a Customer Priority.

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5. A Tier 2 Support member reviews the Technical Support Request, assigns an Actual Priority, and responds to the Technical Support Request per the terms in the Service Level Agreement.
6. The Tier 2 Support member assigns the Technical Support Request to a member of the technical support team.
7. The assigned Tier 2 Support member reviews the Technical Support Request and determines if additional information is needed.
    a. If additional information is needed, they consult with the Tier 1 Support member.
    b. If the issue can be resolved by the Tier 2 Support member, it is resolved per the terms in the Service Level Agreement and the Status is updated accordingly.
    c. If the issue cannot be resolved, the Tier 2 Support member assigns the Technical Support Request to a Tier 3 Support member.
8. The Tier 3 Support member reviews the Technical Support Request and determines if additional information is needed.
    a. If additional information is needed, they consult with the Tier 1 and 2 Support members.
    b. The issue is resolved per the terms in the Service Level Agreement and the Status is updated accordingly.
9. The Tier 1 Support member reviews the resolution and verifies it.
    a. If the issue is verified the Status is updated accordingly and the End User is informed.
    b. If the issue is not verified the Status is updated accordingly and the Technical Support Request is sent back to Tier 2 Support. Refer to step 6.

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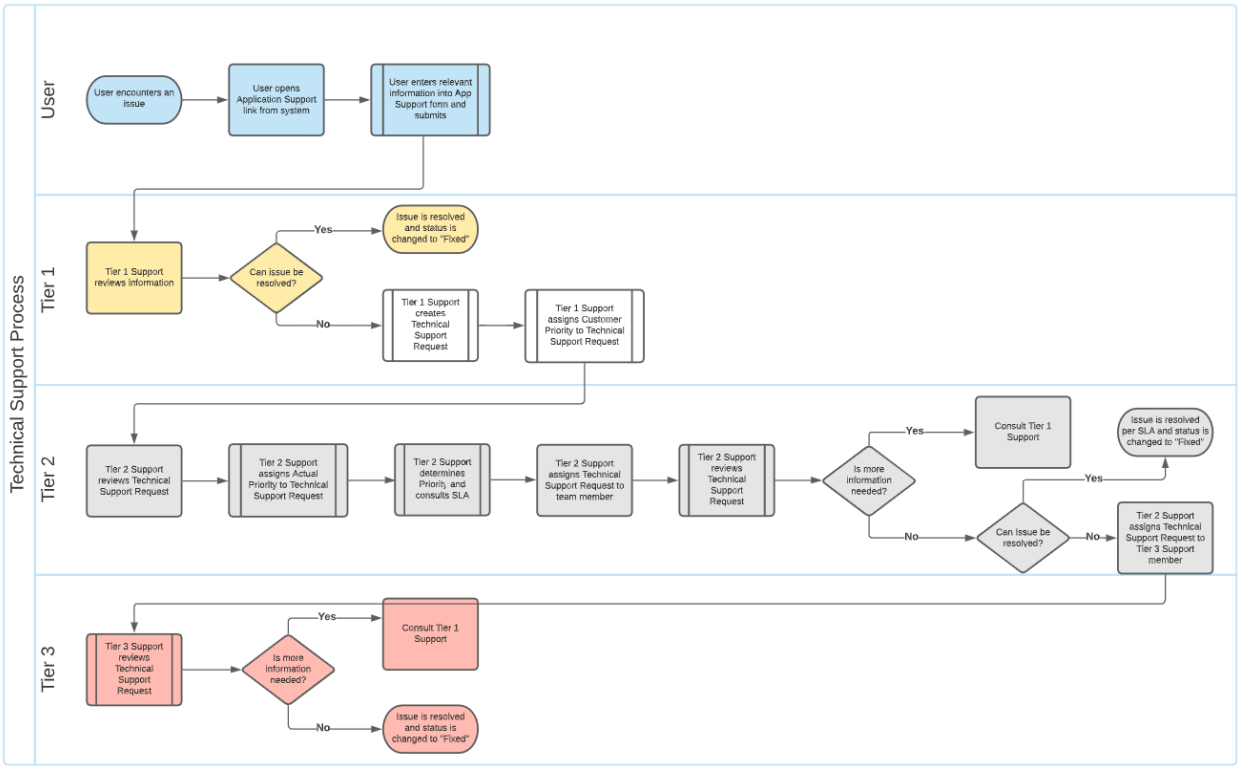
Figure 3 - Technical Support Tiered Support



3. Support Service Level Agreement (SLA)

The SaaS Product and Services will achieve System Availability (as defined herein) of at least 98% during each calendar year of the Subscription Term. "**System Availability**" means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure in the SaaS Agreement, (c) malicious attacks on the system, (d) issues associated with the Customer's computing devices, or (e) inability to deliver services because of acts or omissions of Customer or any User. NinePatch reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided 24 hours' notice and NinePatch reserves the right to change its maintenance window upon prior notice to Customer.

- Coverage hours: Monday - Friday, 8 AM to 8 PM Eastern Standard Time
- Communication mechanism: support ticket system or email to support@ninepatch.com.
- Issues will be directed to Customer Help Desk or other designated and authorized Customer staff for initial Tier 1 triage and review. System events, errors, defects, or other issues deemed appropriate for Tier 2 or 3 resolution will be logged by Customer staff in an approved NinePatch ticketing system.
- Customers will be updated regarding issue resolution at regular intervals, as decided by NinePatch.

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- All time units are in business time [business hour(s), business day(s), business week(s)]. *

Actual Priority Level	**Description**	***Initial Response Timeframe**
Urgent	A complete Platform outage.	**1-hour Initial Response to Customer**
High	A Platform issue exists that has an operational impact that prevents Customers from being served, impacts data integrity or impacts data security. No workaround is available. *Example: An error prevents registration of new Customers.*	**4-hours Initial Response to Customer** NinePatch will use commercially reasonable efforts and allocate appropriate resources to resolve the issue as soon as possible.
Normal	A Platform issue exists that has an operational impact but does not prevent Customers from being served, has no impact on data integrity and has no impact on data security. One or more workaround(s) are available. *Example: A Customer referral does not appear in a user's task list.*	**24 hours Initial Response to Customer** An initial response to Customer begins within 24 hours, whereby an initial plan for resolution will be shared OR additional information will be gathered from Customer. Troubleshooting may begin if the technical support team has been unable to replicate the issue. NinePatch will use reasonable efforts and allocate appropriate resources to identify and resolve the issue as soon as possible.
Low	A Platform issue exists that has no operational impact. *Example: A layout or grammar issue with a form.*	**72 hours Initial Response to Customer** An anticipated timeline for correction (next release, or other date) will be shared OR additional information will be gathered from Customer. Troubleshooting may begin if the technical support team has been unable to identify or replicate the issue.

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EXHIBIT E
NinePatch Community Information Exchange (CIE) Toolkit

This Exhibit E sets forth available Community Development Resources.

The NinePatch CIE Toolkit is a collection of topics and steps that may assist NinePatch Customer and their communities in preparing for a NinePatch implementation. Some of these topics include community readiness, guiding principles, governance, data and consent, team-based care, and agency onboarding. Topics addressed within the NinePatch CIE toolkit should not be considered all-inclusive or a guarantee of CIE success.

The toolkit is organized into five sections: Getting Started, Data Governance, Community Goal Setting, Agency Onboarding, and Training.

1. **Getting Started**

   This collection of documents helps communities and potential network partners envision using the NinePatch platform. Some of the documents included in this collection include:

   - Imagine A World Where: Benefits to Clients, Case Managers, Medical Providers, and Administrators
   - NinePatch Client-Focused Practice Model
   - NinePatch Glossary
   - NinePatch Minimum Requirements
   - NinePatch Privacy and Consent Concepts

2. **Data Governance**

   This collection of documents supports forming a data governance committee, developing data governance policies, and general guidelines for data governance committee meetings.

   - Governance Committee Recruiting and Convening
   - Sample Governance Structure
   - Social Health Information Sharing Guiding Principles
   - NinePatch Team-Based Care and Consent
   - Sample Consent Form
   - Legal Framework
   - HIPAA Checklist

3. **Community Goal Setting**

   This collection of documents provides guidance and suggestions to help communities measure the success of their NinePatch implementation.

   - Community Readiness Assessment
   - Shared Language and Culture Guidance
   - Guidance on Goal Setting
   - Potential Community-Level Goals
   - Metrics to Monitor Development and Progression

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4. **Agency Onboarding**

   This collection of forms assists the customer in onboarding network partners.

5. **Training**

   This collection of documents consists of sample training outlines provided by customers who have delivered NinePatch training to their end users.

Agreements, forms, policies, and other documents provided by NinePatch as part of the NinePatch CIE Toolkit are samples only and shall not be considered as legal advice and are not binding on NinePatch. Customer should seek its own legal advice before using the aforementioned documents.

No legal advice is offered or inferred from the use of any of the NinePatch CIE toolkit content, including, but not limited to conversations around such content. This information is the intellectual property of NinePatch, and Customer has a limited license to use this information under these parameters only. NinePatch strongly recommends seeking the advice of qualified counsel and subject matter experts to ensure Customer's Federal, State, Regional and other related compliance requirements related to the prospective use of NinePatch CIE toolkit content.

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CUSTOMER BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into between Mariposa County Health and Human Services ("**Customer**"), with the address of 5362 Lemee Lane, PO Box 99, Mariposa, CA 95338 and NinePatch, Inc. ("**NinePatch**"), with the principal mailing address of PO Box 24368, Knoxville, TN 37933. Customer and NinePatch are collectively referred to as **"Parties."** The Parties agree that the following terms and conditions will apply to the services provided by NinePatch under the existing Software as a Service ("SaaS") Agreement(s) between the Parties. This BAA is effective as of the "Effective Date" set forth herein.

WHEREAS NinePatch has been contracted to perform certain functions, activities, and/or services for, or on behalf of Customer, requiring access to, or the use or disclosure of, Protected Health Information and/or Personally Identifiable Information ("PHI/PII");

WHEREAS Customer shall disclose or authorize disclosure of PHI/PII to NinePatch only on condition that NinePatch covenants and agrees to comply with the terms and conditions of this BAA in order to ensure compliance by the Parties with the Privacy Standards and Security Standards, as promulgated pursuant to the "Regulations" as defined in Section III of this BAA;

WHEREAS Parties agree NinePatch is only a data custodian of the PHI/PII placed by Customer and/or its assigns into the NinePatch platform and has no ownership interest in such PHI/PII;

WHEREAS Parties agree Customer assumes full responsibility for ensuring compliance with its obligations under Applicable Law as related to the rights of client(s) placed into the NinePatch Platform by all platform users, breach notifications as required by applicable law(s), demarcation of "sensitive" data, compliance with all related federal, state and local regulations and updates related to Data placed by Customer or its assigns in the NinePatch platform; and,

WHEREAS request(s) for any Data disclosure(s) made to NinePatch by any party other than Customer, including subpoena, court order, or other related to civil, administrative or legal proceeding(s), will be declined by NinePatch and directed back to Customer as the true owner of the Data.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants of the Parties set forth below the Parties agree as follows:

I. APPLICABILITY AND OBLIGATIONS AS TO DATA

Section 1. Applicability. This BAA applies to all agreements between NinePatch and Customer pursuant to which Customer, or its assigns, provides or will provide any PHI/PII and Data to NinePatch in any form whatsoever, including without limitation, all executed SaaS Agreement(s) between the Parties. As of the Effective Date, this BAA shall automatically amend and be incorporated fully as part of any SaaS Agreement between the Parties, whether or not specifically referenced therein. In the event of any conflict or inconsistency between this BAA and a SaaS Agreement, this BAA shall control unless the SaaS Agreement provision in question establishes additional rights for Customer or additional duties or restrictions for NinePatch with respect to PHI/PII, in which case the SaaS Agreement provision shall control.

Section 2. Use and Disclosure of PHI/PII. NinePatch will use or disclose PHI/PII only in accordance with this BAA to perform functions, activities, or services for, or on behalf of Customer, as specified in the

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SaaS Agreement, provided that such use or disclosure would not violate any related regulatory requirements. NinePatch shall not use or disclose PHI/PII other than as permitted or required by the SaaS Agreement, this BAA, or as Required by Law. NinePatch shall, to the extent practicable, limit uses, disclosures, and requests for PHI/PII to a limited data set (as defined in 45 C.F.R § 164.514(e)) or to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request (as described in 45 C.F.R. § 164.502(b)(1) and in any guidance issued by the Secretary of HHS).

Section 3. Specific Disclosures of PHI/PII; Offshore Use of PHI/PII Prohibited. NinePatch may disclose PHI/PII for NinePatch's proper management and administration or to carry out its legal responsibilities, but only if such disclosures are Required by Law, or NinePatch obtains reasonable assurances (including any legally required assurances) from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies NinePatch of any instances of which it is aware in which the confidentiality of the information has been breached. Neither NinePatch nor any contractor used by NinePatch shall store, process or otherwise handle PHI/PII outside of the United States.

Section 4. Security Standards; Safeguards Against Misuse of Information. NinePatch shall comply with the applicable requirements of the Security Standards and use appropriate safeguards to prevent the use or disclosure of PHI/PII other than in accordance with this BAA. NinePatch shall mitigate, to the extent practicable, any harmful effect that is known to NinePatch of a use or disclosure in violation of this BAA.

Section 5. Subcontractors. NinePatch shall ensure that any permitted subcontractor that creates, receives, maintains, or transmits PHI/PII on NinePatch's behalf agrees to comply with the applicable requirements of the Security Standards by entering into a business associate contract or other arrangement with such subcontractor that ensures HIPAA requirements applicable to NinePatch are met, including without limitation, 45 CFR § 164.314. Such agreement shall require the subcontractor to be bound by substantially the same restrictions, terms, and conditions that apply to NinePatch under this BAA with respect to PHI/PII.

Section 6. Access to PHI/PII. Within five (5) business days of receipt of Customer's or an Individual's request for access to or a copy of PHI/PII about an Individual contained in a Designated Record Set maintained by NinePatch, NinePatch shall provide such information to Customer or such Individual in accordance with the requirements of 45 C.F.R. § 164.524 and Section 13405(e) of HITECH (and any Regulations issued pursuant thereto).

Section 7. Amendments to PHI/PII/Records; Agreed-To Restrictions. NinePatch shall make amendment(s) to PHI/PII in a Designated Record Set maintained by NinePatch that Customer directs or agrees to pursuant to 45 C.F.R. § 164.526, at the request of Customer or an Individual, and in the time and manner designated by Customer. NinePatch shall comply with communicated restrictions in the use or disclosure of PHI/PII to which Customer has agreed and shall further comply with any Individual's request for restrictions on PHI/PII disclosures that Customer or a Covered Entity for which Customer performs services is required by law to honor, including requested restrictions on Payment or Health Care Operations-related disclosures to Health Plans when the Individual's involved Health Care Provider has been paid out of pocket in full.

Section 8. Accounting for Uses and Disclosures; Access Report. NinePatch shall document and immediately, upon disclosure or Customer's request, make available to Customer information regarding

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uses and disclosures of PHI/PII as is required for Customer and the Covered Entities with which Customer contracts to respond to a request by an Individual for an accounting of disclosures or access report of PHI/PII consistent with the requirements of 45 CFR § 164.528 and HITECH. This Section shall survive termination of the BAA.

Section 9. Availability of Books and Records. NinePatch shall make its internal practices, books, and records relating to the use and disclosure of PHI/PII available to the Secretary of HHS in the time and manner designated by the Secretary for purposes of determining NinePatch's compliance with Regulations.

Section 10. Return or Destruction of PHI/PII on Termination. On termination of the SaaS Agreement, NinePatch shall return or destroy all PHI/PII received from or created or received by NinePatch on behalf of Customer that is maintained by NinePatch in any form, including any PHI/PII held by any NinePatch subcontractor. NinePatch and its subcontractors shall retain no copies of such information. If such return or destruction is not feasible, NinePatch shall extend the protections of this BAA to such PHI/PII, and limit further use and disclosure of such PHI/PII to those purposes that make the return or destruction of the information infeasible. This Section shall survive termination of the BAA.

Section 11. Reporting of Uses and Disclosures of PHI/PII; Breach Notification. Consistent with Customer's obligations under HIPAA, NinePatch shall report in writing to Customer, without unreasonable delay and in no case later than sixty (60) calendar days of discovery, any known security incident or use or disclosure of PHI/PII in violation of this BAA by NinePatch, its officers, directors, employees, contractors, or agents, or by a NinePatch subcontractor to which NinePatch disclosed PHI/PII, including any breach of unsecured PHI/PII within the meaning of HIPAA. Such report shall identify each Individual whose unsecured or unencrypted PHI/PII has been, or is reasonably believed to have been, accessed, acquired, or disclosed. NinePatch shall cooperate in Customer's efforts to address such security incident or breach and shall mitigate the harmful effects of such security incident or breach as reasonable.

Section 12. Compliance with Federal Substance Abuse Confidentiality Requirements. If NinePatch is deemed a qualified service organization within the meaning of 42 C.F.R Part 2 and receives, stores, processes, or otherwise deals with any patient record maintained in connection with a federally assisted alcohol and drug abuse program, NinePatch shall be fully bound by 42 C.F.R. Part 2 and, if necessary, shall resist in judicial proceedings any efforts to obtain access to patient records except as permitted by those regulations.

Section 13. NinePatch Compliance. NinePatch represents and warrants that it complies with the requirements of Regulations applicable to Customer and will maintain such compliance throughout the term of this BAA. To this end, NinePatch shall conduct security risk analyses in accordance with the Security Standards, including addressing the encryption/security of Electronic Protected Health Information ("EPHI"), correcting identified security deficiencies, and implementing security updates, as necessary. Further, NinePatch shall encrypt EPHI in motion consistent with the DHHS Guidance Specifying the Technologies and Methodologies that Render PHI/PII Unusable, Unreadable, or Indecipherable to Unauthorized Individuals, 74 FR 19006-19010 (April 27, 2009), and any updates or amendments thereto, and ensure any confidential process or key that might enable decryption has not been breached, as well as ensure that any discarded media on which PHI/PII is stored is shredded, destroyed, cleared, or purged such that the PHI/PII cannot be read, reconstructed, or retrieved. If NinePatch carries out an obligation of Customer under the Privacy Standards, NinePatch shall comply with the Privacy Standards requirements applicable to Customer in the performance of such obligation.

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II. GENERAL

Section 1. Effective Date; Term. This BAA shall become effective as of the date of the last signature below (the "Effective Date"). The term of this BAA shall commence on the Effective Date and shall terminate on the date the SaaS Agreement terminates.

Section 2. Entire BAA; Amendments. This BAA constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, and representations, whether oral or written, with respect to such matters are superseded. The Parties shall take such action as is necessary to amend the SaaS Agreement and this BAA from time to time as is necessary for the parties to comply with applicable law. This BAA may not be changed or modified except in a writing signed by both parties.

Section 3. Assignment. Neither Party may assign this BAA or delegate or subcontract any obligations or duties in whole or in part, by operation of law or otherwise, under this BAA without the other party's prior written consent. Any attempt to assign this BAA without such consent will be null and void. Notwithstanding the foregoing, either party may assign this BAA without the other's consent to an entity that acquires all or substantially all of the party's assets or to any successor in a merger or acquisition involving the party. All the terms of this BAA shall be binding on and shall inure to the benefit of and be enforceable by the successors and lawful assigns of the parties.

Section 4. Waiver. Any waiver of any provision or right by a party must be in writing. The waiver of any breach of this BAA shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this BAA.

Section 5. Governing Law; Venue. This BAA will be governed by and construed in accordance with the laws of the State of Delaware without reference to or application of conflict of laws rules or principles. Any disputes relating to the performance, validity, or interpretation of this BAA shall be litigated exclusively in the courts of Delaware, and the parties hereby submit to the personal jurisdiction of such courts.

Section 6. Indemnification. NinePatch shall indemnify and hold Customer harmless from and against any and all damages (including consequential damages), fines, penalties, liability, and costs (including reasonable attorney fees and court costs) resulting from the breach of or noncompliance with any term or provision of this BAA, or negligent acts or willful misconduct by NinePatch or its employees.

Section 7. Statutory or Regulatory References. A reference in this BAA to a statutory or regulatory section means the section as in effect or as amended and for which compliance is required.

Section 8. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the parties to comply with the Regulations.

Section 9. Third-Party Beneficiary. Nothing in this BAA is intended to create any rights or remedies in any third-party beneficiary, including any Individual whose PHI/PII is used or disclosed.

Section 10. Severability. The provisions of this BAA are severable. In the event any of the provisions contained in this BAA should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired, and the parties shall negotiate to replace the invalid, illegal, or unenforceable provisions with valid provisions whose economic effects come as close as possible to the original provision. Notwithstanding the foregoing, in

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the event an affected party is dissatisfied with such resolution, the affected party shall have the right to terminate this BAA on thirty (30) days written notice.

Section 11. Survivability. Each party hereto shall remain liable for any obligations and liabilities arising from activities occurring prior to the effective date of termination. The covenants and obligations set forth in this BAA which by their terms or implications are intended by the parties to continue in effect after termination of this BAA, including without limitation, Sections 5 (Governing Law) and 7 (Indemnification) of this Article II, shall survive termination and shall remain in effect and enforceable by the parties.

Section 12. Multiple Counterparts. This BAA and any amendments hereto may be executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

III. DEFINITIONS FOR USE IN THIS BAA

Terms (including capitalized terms) used but not otherwise defined in this BAA shall have the meaning assigned by the applicable Regulations (defined below). Each of the following terms shall be construed in accordance with the following:

"Individual" shall have the meaning assigned by HIPAA and shall include a person who qualifies as the Individual's personal representative within the meaning of HIPAA.

"Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, as updated and amended from time to time.

"PHI" means Protected Health Information and shall have the meaning assigned by HIPAA, limited to Protected Health Information from, or created, received, maintained, or transmitted by NinePatch on behalf of Customer. For purposes of this BAA, PHI includes Electronic Protected Health Information, as defined by HIPAA.

"PII" means Personally Identifiable Information or individually identifiable health information and includes any information, including demographic data, that (i) relates to an individual's past, present or future physical or mental health or condition, the provision of health care to an individual, or the past, present or future payment for the provision of health care to the individual and (ii) identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.

"Regulations" shall mean the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); 45 C.F.R. § 164.502; Section 3221 of The Coronavirus Aid, Relief, and Economic Security Act of 2020 ("CARES Act"); The Health Information Technology for Economic and Clinical Health Act included in Division A, Title XIII, Subtitle D of The American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 115 (February 17, 2009), and any regulations or agency guidance issued pursuant thereto ("HITECH"); federal substance abuse confidentiality laws, including the provisions of 42 C.F.R. Part 2 and those requirements promulgated and/or enforced by the U.S. Office for Civil Rights, Health and Human Services ("HHS"), the Substance Abuse and Mental Health Services Administration (SAMHSA), ; and applicable contractual grant requirements.

"Required by Law" has the same meaning as that contained in 45 C.F.R. 164.103 and shall include, but not be limited to, the applicable provisions of the 21st Century Cures Act and regulations issued pursuant thereto.

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"Security Standards" shall mean the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 164, Subpart C, as updated and amended from time to time.

IN WITNESS WHEREOF, the Parties have caused this BAA to be executed as of February 7, 2023, the 2**"Effective Date"**, by their duly authorized representatives.

DocuSigned by:
County of Mariposa, a political subdivision
By: Miles S Menetrey
B43EC70C19BE446...
Name: Miles Menetrey
Title: Chair, Mariposa County Board of Supervisors

DocuSigned by:
NinePatch, Inc.
By: Leigh G. Sterling-Gooden
FB09ED8C22054F7...
Leigh Sterling-Gooden
President and CEO

DocuSigned by:
Approved as to Legal Form:
Steve Dahlem
F6A416F06B394BF...
Steven W. Dahlem, County Counsel

4887-0378-1955, v. 2

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Certificate Of Completion

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Document Pages: 45
Signatures: 6
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5100 Bullion St FL 2
Mariposa, CA 95338
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Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF...	Sent: 2/10/2023 12:17:51 PM Viewed: 2/10/2023 12:19:01 PM Signed: 2/10/2023 12:19:20 PM
	Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	
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 Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446...	Sent: 2/10/2023 12:19:23 PM Resent: 2/13/2023 9:27:31 AM Resent: 2/15/2023 1:26:50 PM Resent: 2/15/2023 1:27:59 PM Viewed: 2/15/2023 2:51:30 PM Signed: 2/15/2023 2:53:22 PM
	Signature Adoption: Pre-selected Style Using IP Address: 174.246.133.218 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 2/15/2023 2:51:30 PM ID: d6f428a6-2c3b-4063-97df-fcc0376cf48c		
Leigh G. Sterling-Gooden leigh@ninepatch.com Security Level: Email, Account Authentication (None)	DocuSigned by: Leigh G. Sterling-Gooden FB09ED8C22054F7...	Sent: 2/15/2023 2:53:26 PM Viewed: 2/16/2023 6:11:22 AM Signed: 2/16/2023 6:18:32 AM
	Signature Adoption: Pre-selected Style Using IP Address: 24.183.239.250	
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 6:11:22 AM ID: 06c5eded-a9ab-4cad-8587-339bad10c3da		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)		Sent: 2/16/2023 6:18:36 AM Viewed: 2/16/2023 10:28:52 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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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	2/10/2023 12:17:51 PM
Certified Delivered	Security Checked	2/16/2023 10:28:52 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

RESOLUTION - ACTION REQUESTED 2025-462

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Increasing Transfers out of the Health and Human Services Agency (HHSA) Realignment Funds 3393-402, 3394-506 and 3435-402 With Associated Transfers in to Operating Budgets 1001-402 and 1001-501 to Allow for Final FY 24-25 Transfers. ($250,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Transfers out of the Health and Human Services Agency (HHSA) Realignment Funds 3393-402, 3394-506 and 3435-402 With Associated Transfers in to Operating Budgets 1001-402 and 1001-501 to Allow for Final FY 24-25 Transfers. ($250,000) (4/5ths Vote Required)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves budget actions of this type.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, HHSA will not be able to complete the final transfers of realignment funds into the operating budgets to finalize FY 24-25.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. **Budget Action #2843**
2. **Budget Action #2843 corrected**

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
3394	506	60201		Miscellaneous		250,000
3394	506	80111		Transfer out	250,000	
1001	501	49101		Transfer in	(250,000)	
1001	501	60318		Legal Services	250,000	
3393	402	45091		Sales Tax Revenue	(575,901)	
3393	402	80111		Transfer out	575,901	
3435	402	45091		VLF Revenue	(397,173)	
3435	402	80111		Transfer Out	397,173	
1001	402	80111		Transfer in	(973,074)	
1001	402	60519		Contracted Services	973,074	
				TOTALS	250,000	250,000

ACTION REQUESTED:

( ) Budget adjustment is less than or equal to $50,000 and involves shifting funds between account categories in the same fund and department. Auditor and County Administrative Officer approve. Email BA to Administration Executive Assistant lmattos@mariposacounty.org for approval.

(X) Budget adjustment recognizes new revenue, utilizes contingency, and/or involves transfers between or adjustments to multiple funds/departments. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 4/5's vote required

( ) Budget adjustment involves shifting funds between account categories in the same fund and department, but the amount is higher than $50,000. Board of Supervisors approve. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 3/5's vote required

FISCAL YEAR: (X) FY24-25 ( ) FY25-26

DEPARTMENT HEAD SIGNATURE DATE 10 Nov 25

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 07/17/2025

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
3394	506	60201		Miscellaneous		250,000
3394	506	80111		Transfer out	250,000	
1001	501	49101		Transfer in	(250,000)	
1001	501	60318		Legal Services	250,000	
3393	402	45091		Sales Tax Revenue	(575,901)	
3393	402	80111		Transfer out	575,901	
3435	402	45091		VLF Revenue	(397,173)	
3435	402	80111		Transfer Out	397,173	
1001	402	49101		Transfer in	(973,074)	
1001	402	60519		Contracted Services	973,074	
				TOTALS	250,000	250,000

ACTION REQUESTED:

( ) Budget adjustment is less than or equal to $50,000 and involves shifting funds between account categories in the same fund and department. Auditor and County Administrative Officer approve. Email BA to Administration Executive Assistant lmattos@mariposacounty.org for approval.

(X) Budget adjustment recognizes new revenue, utilizes contingency, and/or involves transfers between or adjustments to multiple funds/departments. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 4/5's vote required

( ) Budget adjustment involves shifting funds between account categories in the same fund and department, but the amount is higher than $50,000. Board of Supervisors approve. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 3/5's vote required

FISCAL YEAR: (X) FY24-25 ( ) FY25-26

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 07/17/2025

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-463

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the Submission of the AmeriCorps National Civilian Community Corps (NCCC) Application; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Documents that May Be Necessary to Complete the Project, If Selected (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Submission of the AmeriCorps National Civilian Community Corps (NCCC) Application; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Documents that May Be Necessary to Complete the Project, If Selected (Subject to Approval as to Legal Form by County Counsel).

The Planning Department seeks to apply for an AmeriCorps NCCC crew between March 19 and May 31, 2026, in partnership with Camping Unlimited (Camp Krem in Awahanee). If awarded, a group of approximately ten 18-to-26 year olds will be working for five weeks for Mariposa-based nonprofit and partner organizations and four weeks for Camp Krem. Camp Krem will be providing housing for the crew. AmeriCorps NCCC offers young people hands-on-experience and work with service-focused organizations throughout the country. In total, the crew will work an estimated 28 days and 2,240 person/hours for Mariposa County organizations.

The crew will work on fire prevention, beautification, and recreation-centered projects and will partner with five local organizations: University of California Extension (UCCE) Fire Education Program, UCCE Master Gardeners, UC Merced Yosemite Field Station, Mariposa Trails, and the Bureau of Land Management's Briceburg Recreation Area. During their time in Mariposa County, they will also have 7 full days of training and education. One of the program's objectives is to help young people launch their professional lives and expose them to service-oriented careers.

The crew will be working on the following projects as part of their 2-month-long service experience:
(1) The UCCE Master Gardeners of Mariposa County will host the crew to assist with landscaping along Mariposa Creek.
(2) The UCCE Fire Education Program will partner with the NCCC crew for fuel clearance and defensible space work. Fire clearance will include brush clearing, removal of dead or downed trees and limbs, and managing burn piles.
(3) Mariposa Trails and the NCCC crew will perform trail maintenance within Sierra National Forest. The NCCC crew will work with Mariposa Trails to build rock walls (if needed), clear and/or re-establish pathways, install structures to minimize erosion, and reduce plant growth next to trails.

(4) The Bureau of Land Management's Briceburg Recreation Area and the NCCC group will do trail work on the Merced River Trail to prepare the trail for the increased visitation in the summer/fall seasons.
(5) At the UC Merced Yosemite Field Station, the NCCC crew will assist with exterior painting and other facilities work and landscaping.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County has previously hosted an AmeriCorps NCCC crew on three previous occasions: 2017, 2024, and 2025.

April 15, 2025 - The Board acknowledged the work of ten members of the 2025 AmeriCorps NCCC for their service to the Mariposa community.
November 12, 2024 - The Board approved the submission of the 2025 AmeriCorps NCCC Application.
April 16, 2024 - The Board acknowledged the work of seven members of the 2024 AmeriCorps NCCC Crew for their service to the Mariposa community.
January 9, 2024 - The Board ratified an agreement with AmeriCorps for the awarded partnership with Camping Unlimited (Camp Krem in Awahanee) between January 8 and April 17, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and it would result in Mariposa-based organizations missing out on the opportunity to have over 2,240 volunteer hours to help with fuel clearance, beautification, and recreation-focused work.

FINANCIAL IMPACT

The primary cost of hosting an AmeriCorps NCCC crew is housing. However, Camp Krem has generously agreed to provide housing at no cost to the County.

ATTACHMENTS

1. AmeriCorps Application Redacted

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

AmeriCorps

AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS (NCCC)
SERVICE PROJECT APPLICATION

INTERNAL USE ONLY:
Project Title:
Project Number:
State:
Focus Area:
APD:
Rural ○ Urban ○ Suburban ○ Wilderness ○
New Sponsor ○ Returning Sponsor

APPLICANT INFORMATION

1	Organization Name	Mariposa County				
	Mailing Address	PO Box 784				
	City	Mariposa	State	CA	ZIP	95338
	Office Telephone	(209) 742-1246	Ext.			
	Secondary Sponsor Organization Name	Camp Krem				
	Mailing Address	45895 CA HWY 49				
	City	Ahwahnee	State	CA	ZIP	93601
	Office Telephone	(510) 610-3555	Ext.			
2	EIN	[redacted]	Secondary Sponsor EIN			
3	Organization Type	○ Community-Based Nonprofit Organization ○ Federal Government ○ Tribal Nation ○ Local Government or Municipality ○ National Nonprofit ○ School ○ State Government				
4	Authorized Representative	Rosemarie Smallcombe				
	Organizational Title	Board Chair				
	Phone Number	209-742-1246	Ext.			
	Email Address	rsmallcombe@mariposacounty.org				
5	Project Site Supervisor	Will Fassett				
	Organizational Title	Community Design & Development Planner				
	Phone Number	209-742-1246	Ext.			
	Email Address	wfassett@mariposacounty.org				

PROJECT INFORMATION

6	Estimated Completion Time (Weeks)	10				
	Project Start Date	03/19/2025	Flexible	◉	Fixed	○
	Project End Date	05/31/2025	Flexible	○	Fixed	○

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PROJECT FOCUS AREAS AND OBJECTIVES		
7	Primary Area of Community Need	○ Energy Conservation ○ Environmental Stewardship and Conservation ○ Infrastructure Improvement ○ Natural and Other Disasters ○ Urban and Rural Development
8	Secondary Area of Community Need	○ Energy Conservation ○ Environmental Stewardship and Conservation ○ Infrastructure Improvement ◉ Natural and Other Disasters ○ Urban and Rural Development
9	Disaster Type (if applicable)	○ Preparedness ○ Readiness ○ Mitigation ○ Recovery ○ Not Applicable
10	Project Objectives	☐ Access to Care ☐ At-Risk Ecosystems ☐ Awareness and Stewardship ☐ Capacity Building and Leverage ☑ Community Support ☐ Energy Efficiency ☑ Support ☐ Disaster Assistance Provided ☐ Education ☐ Financial Literacy ☐ Housing ☐ Inclusion of People with Disabilities ☐ Alleviate Poverty ☐ Advance Racial Equity ☐ Mitigate the Impacts of the COVID-19 Pandemic and Other Public Health Crises ☐ Reduce Greenhouse Gas Emissions ☐ Conserve Lands and Waters and Adapt to Changing Climate ☐ Expand Educational and Economic Opportunity ☐ Service to Undeserved Individuals and Communities

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AREAS SERVED BY THE PROJECT				
11	State or Territory	California	City or County	Mariposa
	State or Territory	California	City or County	Madera
	State or Territory		City or County	
	State or Territory		City or County	

OTHER			
12	Organization Goals Relevant to the Project	1	Protect the community from catastrophic wildfire.
		2	Promote recreational activities and the health and wellness of residents.
		3	Support local nonprofit organizations through grant-giving and capacity support.

13	Are there any required permits or zoning variances for this project?	Yes ○	No ◉
	If 'Yes,' please list the specific permits or zoning variances required and state whether you have secured them. Though not required at the time of application, proof of permits may be requested at a later date.		
14	Is your organization currently funded wholly or in part by AmeriCorps?	Yes ○	No ◉
	If 'Yes,' is the proposed project funded by an AmeriCorps State and National grant or any AmeriCorps VISTA resources?	Yes ○	No ◉
	If 'Yes,' to either of the above questions, please provide detailed information concerning the funding source and utilization of those funds.		
15	Will the proposed service replace any of your organization's current or projected staff or contracted labor?	Yes ○	No ◉
16	Could this project be impacted by inclement weather?	Yes ◉	No ○

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	If 'Yes,' do you have sufficient alternate project work opportunities for at least 25% of the project time for the team should there be inclement weather? You will need to provide your inclement weather plan as part of the Need and Project Design Narrative (Question 26).	Yes. We are asking each project partner to develop a plan/learning activities for the group when there is inclement weather.	
17	AmeriCorps conducts background checks on all members which consists of fingerprint-based FBI criminal history search and a check of the National Sex Offender Public Website (NSOPW.org). Will your organization conduct additional background checks?	Yes ○	No ◉
	If 'Yes,' please specify what additional background checks are required and how these requirements will be satisfied. If an organization requires additional background checks for AmeriCorps NCCC members, the organization is responsible for fees associated with the background checks and completing background checks prior to or at the start of the project.		
18	Does this project include possible exposure of AmeriCorps NCCC members to asbestos, lead paint, hazardous waste, mold, or any other safety hazards?*	Yes ○	No ◉
19	Will members be required to work with potentially hazardous chemicals such as solvents, acids, pesticides, herbicides, adhesives, etc.?*	Yes ○	No ◉
20	Are there any current or recent (within the last five years) environmental hazards that campus staff should be aware of near the service and/or lodging sites?* Examples could include but are not limited to: tap water that is undrinkable or not recommended to drink, chemical or hazardous waste spills, mine blowouts impacting waterways/groundwater, chemical weapon storage locations, or oil spills.	Yes ○	No ◉
21	Are there any health or environmental conditions that might preclude an AmeriCorps NCCC member from fully participating based on project location or project conditions?*	Yes ○	No ◉

*Selection of 'Yes' to this question does not preclude your organization from receiving an AmeriCorps NCCC team. You will need to. further explain any hazards or conditions in the Safety and Security Narrative (Question 31).

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LOCATIONS

22

Location of Service #1								Primary Site?	Yes ◉	No ○
Organization	Camping Unlimited for the Developmentally Disabled									
Projected Start Date	03/19/2026			Projected End Date	05/16/2026					
Street Address	45895 CA HWY 49									
Address Line 2										
County	Madera	City	Ahwahnee	State	CA	ZIP	93601			
Accessible for people with disabilities?	Yes ○	No ○								
Site Supervisor Name	Bill Skelton									
Organizational Title	Facilities Manager									
Email Address	[redacted]							Phone Number	[redacted]	

Location of Service #2								Primary Site?	Yes ○	No ◉
Organization	University of California Cooperative Extension Master Gardeners									
Projected Start Date	3/30/26			Projected End Date	4/2/26					
Street Address	5047 Stroming Road									
Address Line 2										
County	Mariposa	City	Mariposa	State	CA	ZIP	95338			
Accessible for people with disabilities?	Yes ◉	No ○								
Site Supervisor Name	Sheri Mace									
Organizational Title	Community Education Specialist									
Email Address	[redacted]							Phone Number	[redacted]	

Location of Service #3								Primary Site?	Yes ○	No ○
Organization	University of California Cooperative Extension Fire Education									
Projected Start Date	4/13/26			Projected End Date	4/17/26					
Street Address	Bumguardner Ridge (Overlooking Town of Mariposa)									
Address Line 2										
County	Mariposa	City	Mariposa	State	CA	ZIP	95338			
Accessible for people with disabilities?	Yes ○	No ◉								
Site Supervisor Name	Alison Deak									
Organizational Title	Fire Advisor									
Email Address	[redacted]							Phone Number	[redacted]	

*For projects with more than three site locations, please include an attachment with the information required above for each additional location.

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LOCATIONS

22

Location of Service #4								Primary Site?	Yes ○	No ◉
Organization	Bureau of Land Management - Merced River Recreation Area									
Projected Start Date	04/27/2026			Projected End Date		05/01/2026				
Street Address	11202 Bull Creek Road									
Address Line 2										
County	Madera	City	Mariposa	State	CA	ZIP	93601			
Accessible for people with disabilities?	Yes ○	No ◉								
Site Supervisor Name	David Greenwood									
Organizational Title	Outdoor Recreation Planner/River Ranger									
Email Address	[redacted]					Phone Number	[redacted]			

Location of Service #5								Primary Site?	Yes ○	No ◉
Organization	Mariposa Trails									
Projected Start Date	5/12/2026			Projected End Date		5/15/2026				
Street Address	Bishop Creek Trail									
Address Line 2										
County	Mariposa	City	Wawona	State	CA	ZIP	95389			
Accessible for people with disabilities?	Yes ○	No (X)								
Site Supervisor Name	Bill King									
Organizational Title	Executive Director									
Email Address	[redacted]					Phone Number	[redacted]			

Location of Service #6								Primary Site?	Yes ○	No ◉
Organization	University of California Merced - Yosemite Field Station									
Projected Start Date	5/16/26			Projected End Date		5/31/26				
Street Address	Mariposa Creek Parkway									
Address Line 2	7799 Chilnualna Falls Road									
County	Mariposa	City	Wawona	State	CA	ZIP	95389			
Accessible for people with disabilities?	Yes (X)	No ○								
Site Supervisor Name	Marlon Spinneburg									
Organizational Title	Steward									
Email Address	[redacted]					Phone Number	[redacted]			

*For projects with more than three site locations, please include an attachment with the information required above for each additional location.

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LODGING SITE #1

23

Lodging Provider	Camping Unlimited for the Developmentally Disabled
Street Address	45895 CA HWY 49

City	State	Zip
Awahnee	CA	93601

Anticipated Arrival Date	Anticipated Departure Date
3/19/26	5/16/31

Type of Lodging

- ○ Apartment or Condo
- ○ Armory
- ○ Bed and Breakfast
- ○ Cabin
- ○ Campsite
- ○ Church or Other Faith-Based Organization
- ○ Community Center
- ○ Dorm
- ○ Short Term Rental
- ○ Hostel
- ○ Hotel
- ○ Military Facility
- ○ NCCC Campus
- ○ Recreational Vehicle
- ○ School Room or Classroom Trailer
- ○ Summer Camp
- ○ Vacant Home
- ○ Volunteer Housing
- ○ Yurt
- ○ Other

Lodging Category

- ○ Community or Faith-Based Organization
- ○ Federal Government
- ○ Indian Tribe
- ○ Institute of Higher Education
- ○ Local Government or Municipality
- ○ Military
- ○ National Nonprofit Organization
- ○ National or State Park
- ○ Other

Accessible for people with disabilities?	Yes	No	Beds provided?	Yes	No	Number of sleeping spaces available?	100+
	◉	○		◉	○		

If you've selected Yes, is it accessible for:	Hearing	Vision	Mobility
	☑	☑	☑

Showers on site?	Yes	No	Laundry on site?	Yes	No	Wi-Fi access on site?	Yes	No
	◉	○		◉	○		◉	○

Full Kitchen(including stove and fridge) on site?	Yes	No	If no full kitchen, are meals provided?	Yes	No	Is there a microwave on site?	Yes	No
	◉	○		◉	○		◉	○

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	LODGING SITE #1 Continued		
	Lodging Contact Name	Bill Skelton	
	Phone number	[redacted]	Email Address [redacted]
	Is lodging currently move-in ready? Please explain. If lodging is not currently move-in ready, when will it be ready by (include date)?		
	Yes.		
	Please use the space provided below to address the requested information for the Lodging Narrative in the AmeriCorps NCCC Service Project Application Instructions.		
24	A. Provide a descriptive overview of the lodging. Camp Krem Yosemite is an established summer camp with 18 cabins (9 with bathrooms, hot water, and showers, and 11 with air conditioning), plus a health center with three double bedrooms, three bathrooms and a laundry room, and a lodge with 5 bedrooms. B. Number and type of rooms along with any furniture available (if applicable). Most cabins have bunk beds. Team members should plan to bring their own sleeping bag, towel(s), and a pillow. C. Any appliances available to the team for use: A fully equipped commercial kitchen with walk-in fridge, five reach-in fridges and four reach-in freezers, dining room with chairs and tables are all available for the AmeriCorps team to use. D. Additional lodging information and rules of use of the facility. The camp is zoned for 150 people, and is registered with the Madera County Environmental Health Department. We are located a few miles from a general convenience store and nine miles from Oakhurst which offers Von's and Raley's supermarkets and commercial shopping malls with restaurants and shops. The closest medical facilities are Oakhurst Urgent Care - Camarena Health (15-minute drive) or John C. Fremont Hospital (25-minute drive)		

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LODGING SITE #2

23

Lodging Provider	Wawona Campground - National Park Service				
Street Address	Wawona Road				
City	Wawona	State	CA	Zip	95389
Anticipated Arrival Date	5/11/26	Anticipated Departure Date	5/31/26		

Type of Lodging

- ○ Apartment or Condo
- ○ Armory
- ○ Bed and Breakfast
- ○ Cabin
- ◉ Campsite
- ○ Church or Other Faith-Based Organization
- ○ Community Center
- ○ Dorm
- ○ Short Term Rental
- ○ Hostel
- ○ Hotel
- ○ Military Facility
- ○ NCCC Campus
- ○ Recreational Vehicle
- ○ School Room or Classroom Trailer
- ○ Summer Camp
- ○ Vacant Home
- ○ Volunteer Housing
- ○ Yurt
- ○ Other

Lodging Category

- ○ Community or Faith-Based Organization
- ◉ Federal Government
- ○ Indian Tribe
- ○ Institute of Higher Education
- ○ Local Government or Municipality
- ○ Military
- ○ National Nonprofit Organization
- ○ National or State Park
- ○ Other

Accessible for people with disabilities?	Yes ◉	No ○	Beds provided?	Yes ○	No ◉	Number of sleeping spaces available?		
If you've selected Yes, is it accessible for:	Hearing ☑		Vision ☑			Mobility ☑		
Showers on site?	Yes ◉	No ○	Laundry on site?	Yes ◉	No ○	Wi-Fi access on site?	Yes ◉	No ○
Full Kitchen(including stove and fridge) on site?	Yes ◉	No ○	If no full kitchen, are meals provided?	Yes ○	No ◉	Is there a microwave on site?	Yes ◉	No ○

Note: kitchen, showers, laundry, WiFi, and microwave provided at UC Field Station Office.

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LODGING SITE #2 Continued

Lodging Contact Name	Breezy Jackson
Phone number	[redacted]
Email Address	[redacted]

Is lodging currently move-in ready? Please explain. If lodging is not currently move-in ready, when will it be ready by (include date)?

The UC Merced Yosemite Field Station will put an administrative hold on two adjacent campsites at the Wawona Campground pending approval of this proposal. Participants will have access to the UC Merced Field Station office, which is walking distance from the campground, and includes additional amenities described below.

Please use the space provided below to address the requested information for the Lodging Narrative in the AmeriCorps NCCC Service Project Application Instructions.

24

Wawona Campground is located along the South Fork of the Merced River. Two adjacent campsites will be reserved for the AmeriCorps crew. Each campsite has a fire ring, picnic table, a food locker, and is near a bathroom with drinking water and flushing toilets.

The NCCC crew will also have access to the UC Merced Yosemite Field Station office, a one-mile drive or walk from the Campground. The office has a kitchen with a refrigerator and microwave (no range or oven), bathrooms, laundry facilities, a shower, and a beautiful covered deck space for eating. Wifi is also available to the crew at the office. The office facility, accessible by key code, will be available to the crew in the case of excessive inclement weather. The crew will set a schedule with the Stations Director for office access prior to arrival.

From the campground, the crew's work at the Field Station's facilities will be within in a ten-minute drive. The campground is a 45-minute drive to Yosemite Valley and a 10-minute drive to the Mariposa Grove of Sequoias. The Wawona Store, which offers groceries and essentials, is one mile from the campground as well.

Cleaning and basic supplies will be supplied by UC Merced.

The closest medical facility is Oakhurst Urgent Care (Camarena Health), which is a 40-minute drive away.

More information about the UC Merced Yosemite Field Station is available here: https://snrs.ucmerced.edu/visiting/facilities/facilities-yosemite-field-station

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NARRATIVES

Please refer to the **Service Project Application Instructions** for requirements for each narrative.

25 Executive Summary (Include Organizational Capacity)

Our mission is to improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services. This AmeriCorps proposal is closely aligned with this mission. AmeriCorps members will be assisting Mariposa's local nonprofits and education-focused organizations in offering valuable services to the community, including fire clearance, gardening/landscaping, trail maintenance, facility improvements and landscape restoration. This project has three objectives: (1) Assist Mariposa County and Camp Krem in reducing their vulnerability to wildfire; (2) Improve trails in the County and beautify local parks; and (3) Assist local nonprofits with facility improvements and landscaping, benefiting disabled individuals and others. Mariposa County hosted AmeriCorps crews successfully in 2024 and 2025 and looks forward to hosting a crew in 2026. Two staff members, Will Fassett and Alison Deak, will be available to help coordinate with the crew and project partners during the 10 weeks of service. Camp Krem is partnering with Mariposa County on this application and will alternate weeks with Mariposa-based organizations. Camp Krem is a non-profit organization that provides recreational services to children and adults with intellectual and developmental disabilities (I/DD).

Fire Prevention:
The University of California Cooperative Extension (UCCE) Fire Education Program and Mariposa County will host the NCCC crew for 2 weeks of fuel clearance and defensible space work and chainsaw training. The crew will complete hand clearing and burning in areas along the Bumguardner Fuelbreak where mechanical mastication did not take place. The Bumguardner Fuelbreak overlooks the town of Mariposa and is important line of wildfire defense for the community. With Camp Krem, significant time will also be devoted to the cutting, gathering, and burning of potential fuels (e.g., fallen trees, trimmed trees, branches).

Improve Trails & Beautify Local Parks:
The group will partner with three Mariposa-based organizations and will work in some of the region's most beautiful natural areas. With BLM, the NCCC crew will help maintain the Merced River Trail, a very popular hiking routes overlooking the Wild and Scenic Merced River. With the UC Master Gardeners, the group will improve the landscaping at the Mariposa Creek Parkway Demonstration Garden and Mariposa Museum & History Center, a very prominent location in the town of Mariposa. Finally, with Mariposa Trails, the crew will work on the Bishop Creek Trail, which is a historic trail through a forest of pines and black oaks.

Community Support:
The NCCC crew will support Camp Krem with multiple needs, which will support their work with children and adults with intellectual and developmental disabilities (I/DD). Work will include fence-building, landscaping and gardening, support with farm animals on site, improving trails and accessibility of walkways, painting and other facilities work. Additionally, the crew will support the UC Merced Yosemite Field Station with exterior painting and other facilities work and landscaping. The UC Merced Yosemite Field Station supports research, education, and outreach by providing facilities and resources for scientists, students, and partner organizations conducting studies on Yosemite National Park and the Sierra Nevada region.

This project benefits three pressing needs: (1) protecting Mariposa residents from the devastating effects of wildfire (there have been three massive wildfire events in the past eight years); (2) preserving Mariposa's natural resource quality, which has been strained by a significant increase in visitation in recent years (the County's Recreation and Resilience Plan details how a boom in visitation to Yosemite National Park with 4 million visitors per year has extended to the County's other natural areas); and (3) helping support land stewardship and the work of local nonprofit partners. The NCCC crew would be fulfilling these three important community needs prior to the region's fire season and months of peak visitation.

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26 Need and Project Design

This project has three objectives: (1) Assist Mariposa County and Camp Krem in reducing their vulnerability to wildfire; (2) Improve trails in the County and beautify local parks; and (3) Assist local nonprofits with facility improvements and landscaping, benefiting disabled individuals and others. The need for each of these objectives is detailed below.

Wildfire Vulnerability - Mariposa County is experiencing a dramatic increase in the frequency of devastating wildfires. In the past nine years, there have been 19 declared disasters, including three massive wildfire events: Detwiler Fire (2017), Ferguson Fire (2018), and Oak Fire (2022). Meanwhile, fire records show that every community in Mariposa County has been threatened by major wildland fires within the past twenty years and, in that period, a significant portion of the county's land area (281,120 acres or about 30% of the total land area) has burned. Most recently, during the 2022 Oak Fire, 5,000 people were evacuated from their homes and 19,244 acres burned. On CalFire's FireHazard Map (2022), which was developed to help communities plan for future fire impacts, 96% of Mariposa County's land area, excluding federal land, is in a "very high (50%) or "high" (46%) fire hazard zone. Included in the "high" or "very high" hazard zones are all of the County's major population centers outside of Yosemite National Park. Nearly all Mariposa residents live in the wildland urban interface and are threatened by fire.

The town of Mariposa, the County's most populated community, was threatened in July 2024 by the French Fire, which ignited approximately one-half mile from town and advanced rapidly downhill toward homes and businesses. The fire ultimately burned more than 800 acres and destroyed three residences, underscoring that dense fuels on Mariposa's surrounding hillsides pose a risk to the community. The NCCC crew's work on the Bumguardner Fuelbreak Project will strengthen a line of defense to the south and west of town, which will help protect Mariposa from future fires that ignite close to town. Fuel breaks are essential in protecting communities like Mariposa by slowing or redirecting advancing wildfires, providing safer zones for firefighters, and creating strategic barriers that help safeguard lives, homes, and critical infrastructure.

Improve Trails & Beautify Local Parks - Visitation to Mariposa County's system of parks and open spaces and surrounding lands is growing. There has been a recent increase in day visitors coming to the county, not just to visit Yosemite National Park (which attracts approximately 4 million visitors per year), but also to other destinations within the County's vast natural expanse. The County has a goal to accommodate this increasing visitation while maintaining local resource quality. As part of this effort, there is a need to maintain and improve local trails, beautify Mariposa's parks and public areas, and assist Mariposa's nonprofit organizations in their restoration and land stewardship efforts. Multiple organizations, most notably Mariposa Trails, already do this important work, but are in need of additional support and manpower. Additionally, in a National Community Survey completed in Mariposa County in June 2023, when asked how important it was for the community to focus on the natural environment, 80% of residents indicated that it was essential or very important. The NCCC crew would be fulfilling this community need by improving more than 15 miles of local trails and assisting the UC Master Gardeners and our other nonprofit partners with landscaping projects.

Community Support - Through this project, Mariposa County will be supporting the work of Camp Krem, which serves people with intellectual or developmental disabilities, and the UC Merced Yosemite Field Station.

Camp Krem is "a place for exceptional people to be themselves." Since 1957, they have helped parents and caregivers care for special needs individuals, who often require full-time care. Families and caregivers need respite for their own mental health and Camp Krem provides this by offering residential summer programming. While there are typically many day programs for children with intellectual or developmental disabilities, there are only a few residential camps that provide a summer camp experience.

Approximately 240,000 children and adults in California have intellectual or developmental disabilities. Many more live in nearby states. Most of these people require special care and are not well equipped to join mainstream recreational programs. Conversely, many mainstream recreational and camping programs are not geared to protect them and provide special care. Camp Krem addresses this community's need for respite and recreation.

Meanwhile, the UC Merced Yosemite Field Station is utilized by researchers, scientists, and educators. By helping the Field Station maintain their properties, the NCCC crew will be supporting the Field Station's mission to "contribute to the understanding and wise stewardship of the Earth and its natural systems."

This project will have 2 weeks devoted to fire prevention and education, 3 weeks focused on improving trails and beautifying local parks, 3 weeks supporting Camp Krem (which will include fire prevention as well), and 2 weeks supporting the UC Merced Yosemite Field Station. An additional four days are scheduled for educational/enrichment activities. An outline of the project's components are below:

Fire Prevention
- The University of California Extension (UCCE) Fire Education Program will host the NCCC crew for 2 weeks of fuel clearance and defensible space work and chainsaw training (March 23 - March 26/April 13 - April 17). Fire clearance will include brush clearing, removal of dead or downed trees and limbs, and managing burn piles. On days with inclement weather, UCCE staff will offer educational opportunities centered on fire ecology and fire mitigation strategies.

Conserving Mariposa's Natural Beauty
- The UC Master Gardeners of Mariposa County will host the crew for 1 week (March 30 - April 2) to remove weeds, beautify a native plant demonstration area (with natives that represent Mariposa County), and work on the landscaping outside the Mariposa Museum & History Center. The NCCC crew would help with site preparation and the planting and installation of mulch and irrigation. Master Gardeners would be on hand to teach workers how to install the landscape elements and answer any questions they have about landscaping. The Master Gardeners will also provide opportunities for the crew to visit local farms (as time allows).

- Bureau of Land Management's Briceburg Recreation Area will work with the NCCC crew from April 27 - May 1 to perform trail work on the Merced River Trail. The Merced River Trail runs along the old Yosemite Valley Railroad grade. It is 4 miles in length and brushing and clearing will be needed to prepare the trail for summer visitation.

- Mariposa Trails, a registered charitable non-profit that restores local trails and promotes their use through education, adventure, and stewardship programs in Mariposa County, will host the NCCC crew for 1 week (May 12 - May 15) on the Bishop Creek Trail in Sierra National Forest. The Bishop Creek Trail traverses oak-pine woodlands and passes along a bubbling creek, offering views of a cascading waterfall in the spring. The NCCC crew will work with Mariposa Trails to build rock walls (if needed), clear and/or re-establish pathways, install structures to minimize erosion, and reduce plant growth next to the trail. If work on the Bishop Creek Trail is completed, the crew may also continue with additional trail projects within Sierra National Forest.

Community Support
- Camp Krem will host the AmeriCorps crew for work for 3.5 total weeks, interspersed with the projects in Mariposa County. Work will include: (1) cutting, gathering, and burning potential fuels in the form of fallen trees, trimmed trees, and branches; (2) fence-building and repair; (3) facilities work, including painting, cabin repair, and weatherproofing; (4) landscaping and gardening (e.g., planting); (5) support with farm animals on site; (6) improving trails and accessibility of walkways; and (7) removing of invasive species and downed trees/branches in streams on property. In the event of bad weather, the crew will focus on indoor tasks which could include painting, bunk bed inspection and repair, tool shop inventory and maintenance, tractor shed repair, and more.

- UC Merced Yosemite Field Station will host the crew for two weeks (May 16 - May 31). Work will primarily focus on maintenance of the Field Station's facilities, which are embedded in Yosemite National Park's natural beauty. Projects will include painting, and landscaping. The group will have the opportunity to live in Yosemite National Park and there will be time for an educational visit to the Mariposa Grove of Sequoia.

OMB Control Number: 3045-0010
Expiration Date: 10/31/2025

27	Project Management and Training

Pre-project Preparation:
Prior to arriving, the group may want to consider reading "Introduction to Fire in California: Second Edition" by David Carle, which explains the essentials of how fires start and spread and their traditional role in California's ecosystems. Also, a naturalist field guide (e.g. the Naturalist's Illustrated Guide to the Sierra Foothills and Central Valley) would provide the crew with an appreciation for the varied landscapes and wildlife in the foothills of the Sierra Nevada.

The group may also want to consider reviewing the materials that will be part of their S-212 chainsaw training course:

https://www.nwcg.gov/publications/training-courses/s-212/course-materials

The On-site orientation and Training Plan are detailed in separate attachments.

OMB Control Number: 3045-0010
Expiration Date: 10/31/2025

28	Recruitment

Public Recognition: Mariposa County will send out a press release to our local newspaper, the Mariposa Gazette, announcing that an AmeriCorps NCCC crew is in the County. We will also publicize the group's work on the County's official social media account and ask that our partner organizations make posts on their accounts as well. These public announcements will emphasize AmeriCorps NCCC mission, how the crew is making a positive impact in the Mariposa community, and how Mariposa youth can get involved.

Public Outreach: There are many civic groups that could benefit from learning about the work of NCCC, including the Rotary Club, the Lions Club, Soroptomist, and the American Association of University of Women (AAUW). Having NCCC crew members visit these groups and give brief presentations about completed work would be a great way to publicize the success of the Mariposa County/AmeriCorps partnership.

Potential Local Recruiting Partners: The two closest colleges to Mariposa are UC Merced and Merced College. The County has connections with both of these institutions and we would be happy to facilitate presentations for interested students (UC Merced students in their Yosemite Leadership Program might be an especially receptive audience to NCCC). Mariposa County High School would also provide an excellent venue for presentations about NCCC. Presentations could be arranged with the school's counseling staff.

OMB Control Number: 3045-0010
Expiration Date: 10/31/2025

29	Member Development (Please include skills members will gain and an explanation of how those skills will advance member development.)

Service Learning Opportunities: With a varied array of projects as part of this proposal, the crew members will interact with several community and project leaders, who will share their professional histories and backgrounds. These leaders include:

Will Fassett - M.S.in Foreign Service, former Co-Director of a youth development nonprofit in Yosemite National Park, a current employee in the Mariposa County Planning Department, and former AmeriCorps member (VISTA & SCA)

Alison Deak - M.S. in Georgraphy, former wildland firefighter and current Fire Advisor with University of Califronia Cooperative Extension

David Greenwood - BLM River Ranger, 26 years of experience managing the Merced River Recreation Area, its associated trails, and campgrounds; He was described at a 2023 award ceremony acknowledging his work as "one of the best recreation professionals I have had the privilege of working with" by the BLM Motherlode Field Manager.

Bill King - B.A. in Geography, 28 years of experience in city planning with the City of Merced, and resource management experience working for the Park Service and Forest Service

The project team will be intentional about introducing the NCCC crew to community leaders outside of their work projects, including (1) members of the arts community; (2) elected officials; and (3) local business owners. Through these conversations, the AmeriCorps members will gain an appreciation for the power of individuals to make change in their communities. With exposure to different leaders and career paths, the NCCC members will be inspired by the many routes open to them as they consider future opportunities.

As part of their experience, we will also arrange educational hikes and excursions to Mariposa landmarks: (1) the Mariposa Museum & History Center; (2) Yosemite Climbing Museum; (3) Yosemite Archives; (4) Yosemite Valley; (5) a wildflower hike; and Mariposa Grove of Sequoias. These experiences will be arranged by Mariposa County and some can be options for activities during inclement weather. Mariposa County will also provide the crew with a running calendar of local events at the local library and elsewhere, so they can be integrated into community activities after work and on weekends.

Skills, Competencies, and Certifications: The NCCC crew will gain meaningful skills related to fire mitigation and prevention, including: (1) how to properly conduct fire-risk assessments for homes located in the wildland-urban interface (as part of the Wildland Fire Assessment Program); (2) an understanding of prescribed burning and its importance from Mariposa's Prescribed Burn Association; (3) basic chainsaw operation, troubleshooting, maintenance, and safety features; and (4) hands-on knowledge on how to protect homes and properties at very high fire-risk.

On trail work days with Mariposa Trails and BLM, the crew will learn: (1) how to clear vegetation and brush; (2) maintain and improve trail tread; (3) cutting and removing fallen trees to clear the trail corridor; (4) cleaning and repairing water diversion structures; and (5) maintaining and constructing structures, such as rock walls. If crew members are interested in working on a National Park, BLM, or Forest Service Trail Crew, this will serve as a strong introduction to those careers.

With the UCCE Master Gardeners, the crew will learn about non-native invasive removal and planting site preparation, as well as additional gardening and landscaping skills. These skills can be transferable to resource management work throughout California. Sheri Mace, the project lead for UCCE, also teaches food preserving and can share those skills with the group if there is interest.

With Camp Krem and UC Merced Yosemite Field Station, the crew will gain additional skills related to facility upkeep, exterior painting, landscaping, and more.

We will ask each project partner, as part of the work experience, to share what skills/experiences are required for a job in their organization and what they look for in a job candidate.

OMB Control Number: 3045-0010
Expiration Date: 10/31/2025

30	Strengthening Communities

Anticipated Outputs and Outcomes:

- 15 miles of trail maintained along the Merced River and Bishop Creek Trail (some areas of trail may need to be re-constructed in the event of weather damage) - BLM & Mariposa Trails
- 1 demonstration garden improved with new irrigation systems at the Mariposa Creek Parkway - UCCE Master Gardeners
- 1-2 acres of land cleared along the Bumguardner Ridge Fuel Break overlooking the town of Mariposa - UCCE Fire Education
- 2+ sites conserved with invasive plant removal and cutting and cleaning of downed vegetation - Camp Krem
- 5+ cabins rehabilitated/restored/painted at Camp Krem & UC Merced Yosemite Field Station

By assisting with the Bumguardner Ridge Fuel Break project, the NCCC crew can help safeguard Mariposa homes and residents from catastrophic losses. Fire is part of the natural ecosystem in the foothills of the Sierra Nevada, but removing on-the-ground fuels can reduce fire intensity and prevent loss of property and lives. The NCCC crew will be doing work that, alongside UC Fire Education staff, while learning about fire behavior and fire mitigation work.

The beautification and trails projects will be very visible outcomes of this project. The NCCC crew will improve landscaping at the Mariposa Museum & History Center and along the Mariposa Creek Parkway. These landscaping projects can encourage some of our one-million-plus Yosemite visitors to stop and learn more about Mariposa County beyond the National Park.

The two trails that the group will be maintaining are two of the most beautiful hiking trails in Mariposa County outside of Yosemite National Park. The crew's work will be appreciated by visitors enjoying the area's abundant wildflowers and others who are visiting the Merced River corridor. A 2022 trail count showed that during the peak wildflower season about 250 hikers per week are using the trail at BLM Briceburg Recreation Area.

By creating a partnership with multiple nonprofits through this project, Mariposa County hopes to be able to replicate this effort in the future and host crews working across multiple organizations. With the visibility of the work of this crew, we anticipate that there will be a lot of interest from other groups, who will want to work with future NCCC crews.

The projects the NCCC crew will work on will be sustained beyond their visit. The UCCE Master Gardeners have over 40+ volunteers in Mariposa who will help maintain the demonstration gardens at the Mariposa Museum & History Center. Similarly, Mariposa Trails has a sizable volunteer roster available to help with restoration and trail maintenance efforts after the NCCC crew has completed their work.

When the NCCC crews complete their fire clearance efforts, the County will continue to pursue CAL FIRE wildfire mitigation funds to maintain their fuel breaks. CAL FIRE has recently begun to emphasize maintenance of past projects as a funding priority.

OMB Control Number: 3045-0010
Expiration Date: 10/31/2025

31	Safety and Security

Corpsmembers will receive thorough training on chainsaw safety during the S-212 course and will be required to wear full personal protective equipment while operating or near someone operating a chainsaw, including chainsaw chaps, gloves, leather boots, hard hats, ear protection, eye protection, long sleeved shirts, and pants.

Each project partner will provide PPE for their projects, including but not limited to gloves, hard hats, and safety glasses.

Along the Merced River and Bishop Creek trails, there are patches of poison oak, NCCC members will be instructed on how to identify the plant without its leaves and what to do if they come in contact with poison oak (i.e. washing the affected areas with plenty of water and dish soap).

Heavy rain is possible during the spring season. In instances where heavy rain is predicted, the project team will cancel outdoor work and offer the crew alternative activities.

Mariposa Trails, BLM, and Camp Krem will provide detailed safety instructions around tool use. These safety precautions will include: (1) wearing the right PPE (gloves and safety glasses), which Mariposa Trails, BLM, and Camp Krem will provide, and wearing the right clothing (long sleeves, sturdy footwear); (2) carrying tools properly; (3) spacing yourself along the trail and watching out for people around you; (4) passing tool safely; (5) creating safe tool staging areas; (6) choosing the right tool for the job; and (7) being alert for hazardous footing. Mariposa Trails safey precuations are detailed here: https://mariposatrails.org/safety.htm

The Mariposa Trails & BLM projects will be the only "non-frontcountry" projects and these groups will bring a trauma-level first aid kit with them. In the event of an emergency, crewmembers will be transported to John C Fremont Hospital (5189 Hospital Road, Mariposa, 209-966-3631), which is within a 45-minute drive of work sites.

Medical emergencies will be coordinated with the AmeriCorps Office and will be communicated ASAP to AmeriCorps representatives.

OMB Control Number: 3045-0010
Expiration Date: 10/31/2025

32	Tools and Equipment

For the landscaping/garden projects, the UCCE Master Gardeners and Camp Krem will provide the crew with all necessary gardening tools, including wheelbarrows, loppers, trowels, spades, hoes, and more. No additional tools are needed from AmeriCorps.

For the fire clearance work, if AmeriCorps has access to additional chainsaws and chaps, this would be helpful in supplementing our supplies. Three chainsaws and 10 chaps would be the maximum needed.

For trail work, Mariposa Trails, Camp Krem, and BLM will provide pulaskis, chain saws, hatchets, and pruning and cutting tools as needed. These organizations have an ample supply and no tools are needed from AmeriCorps.

Each project partner will provide PPE for their projects, including but not limited to gloves and safety glasses when appropriate.

The lodging has access to WiFi for the crew.

OMB Control Number: 3045-0010
Expiration Date: 10/31/2025

IMPORTANT NOTICES SECTION

REQUIRED ATTACHMENTS: Supporting documentation is a critical component of the Service Project Application. The supporting materials requested below will help AmeriCorps NCCC Regional staff develop a better understanding of the proposed project during the application review process. Samples and templates are available from AmeriCorps NCCC Regional staff.

ON-SITE ORIENTATION: Please attach a comprehensive on-site orientation agenda to your application. This should include an overview of your organization and the project, introductions of the team to the staff of the sponsoring organization(s), tour of the work site(s) and the community, safety and security, and a lodging use overview.

TRAINING PLAN: Please attach a training plan outlining the training that AmeriCorps NCCC members will receive during the project. This plan should include tool training, safety training, and project specific training (e.g., positive youth development, tree identification, roofing instruction, etc.). If a variety of tasks have been proposed in the work plan, the training plan should identify how/when members will be trained to perform the task.

PROJECT WORK CALENDAR: Include a project work plan that outlines the schedule of work. The schedule will assist in planning where a team will perform work, which staff member will work with the team, the assigned task(s) for each work day and the number of AmeriCorps NCCC members it will take to complete each task. The work plan calendar is an essential part of demonstrating how the organization will provide at least 40 hours of work for each member of the team.

OPTIONAL ATTACHMENTS: The supporting materials requested below are OPTIONAL and will help AmeriCorps NCCC Regional staff develop a better understanding of the proposed project during the application review process.

LODGING PHOTOS: Please provide at least one clearly labeled photo of the proposed team lodging. Strong applications often include photos of team living quarters, kitchen and bath facilities and storage areas for personal belongings.

WORKSITE PHOTOS OR SUPPORTING DOCUMENTS: If feasible, clearly labeled photos of work site tasks, maps of service site locations (e.g. a camp map, trail system map, community housing map, etc.), or similar supporting documentation sometimes can help support the high level of detail you have provided in the Need Narrative and the Project Design Narrative.

ADDITIONAL PAPERWORK REQUIREMENTS: If the Service Project Application is approved and teams perform the service project, the project sponsor will be required to review and sign two additional documents: the Sponsor Agreement and the Project Completion Report. Sponsoring organizations will also be asked to complete a survey to capture their evaluation of their partnership with AmeriCorps NCCC.

SPONSOR AGREEMENT: Once the Service Project Application has been approved, a formal agreement (called a Sponsor Agreement) will be executed between the sponsoring organization and AmeriCorps NCCC, which will specify the roles, responsibilities, and contributions of both parties. This agreement must be signed by both parties before a team arrives to the project.

PROJECT COMPLETION REPORT: After the project is completed the project sponsor will be required to review, approve, and sign the AmeriCorps NCCC Project Completion Report, and return it to AmeriCorps NCCC regional campus staff within five (5) days of receipt.

SURVEYS: Project sponsors, site supervisors, and secondary sponsors who have used the services of teams will be asked to complete surveys designed to provide AmeriCorps NCCC with feedback that will inform continuous improvement of services.

DISASTER/FIRE RESPONSE: AmeriCorps NCCC members and staff are part of the Federal Emergency Management Agency (FEMA) and American Red Cross National Disaster Response Network. In addition, AmeriCorps NCCC assists local, state, and national forest services with wildfire suppression. Potential project sponsors should note that in the event of a natural disaster or homeland security crisis, members may be recalled from projects to serve as part of the relief efforts. This could result in a decrease in the number of members assigned to your project, a delay in the deployment of a team, or cancellation of a project.

LIABILITY AND WORKERS' COMPENSATION CLAIMS: AmeriCorps is a self-insured federal agency that administers the AmeriCorps National Civilian Community Corps (NCCC) program. Consequently, AmeriCorps NCCC Corps Members, Team Leaders, and Federal employees of AmeriCorps are covered by the provisions of the Federal Tort Claims Act (liability claims) and the Federal Employees Compensation Act (workers' compensation claims) 42 U.S.C. §12620 (b) & (c). Accordingly, any injuries or property damage proximately caused by the negligence of an AmeriCorps NCCC Member, Team Leader, or AmeriCorps employee will be assumed by the United States Government, if it is determined that the negligent individual was acting within the scope of his/her official service activity or employment at the time of the potentially compensable event. Similarly, any on-the-job injuries received by an AmeriCorps member of the NCCC program or federal employee will be processed by AmeriCorps and the Department of Labor.

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Expiration Date: 10/31/2025

WAIVERS: No member of an AmeriCorps NCCC Team (including any Corps Member or Team Leader) shall sign any document provided by the Project Sponsor or any representative or employee of the Project Sponsor, including but not limited to: liability waivers, hold harmless agreements, indemnification agreements, or employment-related documents. In the event that a member of an AmeriCorps NCCC Team signs a document provided by the Project Sponsor or any representative or employee of the Project Sponsor, the signature on any such document shall have no force or effect of law. Neither the Team nor any Team Leader or Corps Member thereof, may legally bind the AmeriCorps NCCC Team or the AmeriCorps NCCC Program.

NON-DISCRIMINATION: A Project Sponsor receiving teams from AmeriCorps NCCC will comply with all federal statutes, including the National and Community Service Act of 1990, as amended, relating to nondiscrimination, which includes nondiscrimination on the basis of race, color, national origin, sex, age, disability, and in most instances, religion. AmeriCorps prohibits all forms of discrimination based on race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal assistance from AmeriCorps, must be free from all forms of harassment. Project sponsors will be required to sign an assurance of non-discrimination as part of the Sponsor Agreement.

SERVICE PROJECT LIMITATIONS: In the course of performing a service project, members cannot engage in any project assignments that involves direct fundraising, financial transactions, preparation of a grant application to AmeriCorps or to any other Federal agency, or any political or inherently religious activities.

SIGNATURE	
The Service Project Application MUST be signed by the authorized representative of the sponsoring organization.	
SIGNATURE	DATE

OMB Control Number: 3045-0010
Expiration Date: 10/31/2025

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-464

MEETING:	November 18, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Director to Issue a Temporary Closure of Through Traffic to a Portion of 10th Street, Pursuant to Streets & Highway Code 942.5, Due to Ongoing Public Safety Concerns

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Issue a Temporary Closure of Through Traffic to a Portion of 10th Street, Pursuant to Streets & Highway Code 942.5, Due to Ongoing Public Safety Concerns.

Pursuant to Streets & Highways Code 942.5, and at the request of the Sheriff's Department, the Mariposa County Public Works Department is proposing the temporary closure of a portion of 10th Street, adjacent to the Sheriff's Office, to through traffic due to ongoing public safety concerns. The Sheriff's Department has received multiple reports of excessive speeding in this area, creating a hazardous environment for pedestrians and staff regularly accessing the Sheriff's facility. On several occasions, individuals have narrowly avoided being struck by vehicles traveling at unsafe speeds. In accordance with Streets & Highways Code 942.5, which permits local authorities to temporarily close a street for the protection of the public, this closure is intended to reduce the risk of injury and improve overall security in the immediate vicinity of the Sheriff's Office. Access for emergency services, residents, and essential personnel will be maintained throughout the closure.

Additionally, the closure will provide safe and adequate parking for the Sheriff's Office, which currently lacks sufficient space. Deputies and staff are often forced to park partially in the roadway, further contributing to traffic hazards and visibility issues. The Sheriff's Office is also a designated safe space for child custody exchanges, and maintaining a safe, calm area for these interactions is essential. Maintaining access for emergency services and essential personnel will remain a top priority throughout the closure.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Sheriff's Office has long experienced challenges related to traffic flow and safety along the segment of 10th Street that runs directly adjacent to the public entrance of the facility. Over the past several years, County staff, deputies, and members of the public have reported an increase in vehicle traffic and a noticeable uptick in excessive speeds in this area. Although the road has historically provided convenient local access, its proximity to County facilities—including the Sheriff's Office and supporting administrative buildings—has created daily conflicts between vehicular traffic and pedestrian activity.

In 2022, the Sheriff's Office began receiving frequent complaints of vehicles traveling at unsafe speeds during both business and non-business hours. These concerns were further validated by observations and field reports from County staff, who documented multiple near misses involving pedestrians accessing the building or walking between County facilities. In response, the County installed temporary signage and increased law enforcement presence; however, these measures proved insufficient in deterring unsafe driving behaviors.

The Sheriff's Office also continues to face critical parking limitations. Because the facility was originally developed without a dedicated on-site parking area, deputies and staff are often forced to park along the edge of 10th Street, resulting in vehicles extending partially into the travel lane. This situation not only reduces visibility for oncoming traffic but also increases the likelihood of accidents.

In accordance with Streets & Highways Code 942.5, the County is now proposing a temporary closure of this segment of 10th Street in order to mitigate the ongoing public safety concerns, reduce traffic hazards, and provide a protected area for the Sheriff's Office parking and access. Prior to bringing this item forward, the Sheriff's Department met with the adjacent residents to discuss the proposed closure, and all neighboring property owners have expressed their support for the County's proposed action.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and there will continue to be an ongoing public safety concern.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Map - Proposed 10th Street Closure & Added Parking

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

Fire Hydrant
Eight (8) New Parking Stalls
Walkway to Stairs
Barricade
013-115-001-
013-117-008-
013-100-014-

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-465

MEETING:	November 18, 2025
TO:	The Board of Supervisors
FROM:	Courtney Progner Morrow, Treasurer/Tax Collector/County Clerk
RE:	Approve Budget Action for Special Election Revenue, Increasing Revenue and Appropriations in the Tax Collector Budget ($75,000)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action for Special Election Revenue, Increasing Revenue and Appropriations in the Tax Collector Budget ($75,000)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved budget action for State Election Funds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County could not utilize funds allocated for the Special Election.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Budget Action Nov 4 Special**

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROGRAM	DESCRIPTION	INCREASE	DECREASE
1001	121	45542		Elections Reimbursement - State	(75,000)	
1001	121	60153		Special Departmental Supplies	75,000	
				TOTALS	0	0

ACTION REQUESTED:

( ) Budget adjustment is less than or equal to $50,000 and involves shifting funds between account categories in the same fund and department. Auditor and County Administrative Officer approve. Email BA to Administration Executive Assistant lmattos@mariposacounty.org for approval.

(X) Budget adjustment recognizes new revenue, utilizes contingency, and/or involves transfers between or adjustments to multiple funds/departments. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 4/5's vote required

( ) Budget adjustment involves shifting funds between account categories in the same fund and department, but the amount is higher than $50,000. Board of Supervisors approve. Interoffice mail BA to the Clerk of the Board's office with a wet signature from the department head. 3/5's vote required

FISCAL YEAR: ( ) FY24-25 (X) FY25-26

DEPARTMENT HEAD SIGNATURE cpmorrow DATE 10/22/2025

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

Budget Action Form Revised 08/28/2025

MARIPOSA COUNTY

Board of Supervisors

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM:

RE: Handout Received During Departmental Presentations During the November 18th, 2025, Meeting

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RECOMMENDATION AND JUSTIFICATION

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

1. **merry mountain Christmas**

CALL: (209) 966-2456 TO SIGN UP

Pick up parade entry forms at the Visitor Center

MARIPOSA COUNTY CHAMBER OF COMMERCE

Merry Mountain CHRISTMAS PARADE

Tree Lighting & Santa's Village

5:00pm

Dec 13th

MAIN STREET

Now Accepting Float Entries

THEME THIS YEAR:

A COWBOY CHRISTMAS

MERCO CREDIT UNION
CHUKCHANSI GOLD RESORT & CASINO
TENAYA AT YOSEMITE
HAPPY GOAT
JOHN C. FREMONT Healthcare District
PG&E
Recology WASTE ZERO
SIERRA TEL www.SierraTel.com
UMB
YOSEMITE MARIPOSA COUNTY TOURISM BUREAU

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Proclaim November 19, 2025, as Geographic Information Systems (GIS) Day

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RECOMMENDATION AND JUSTIFICATION

Proclaim November 19, 2025, as Geographic Information Systems (GIS) Day.

GIS provides a critical technological platform for many County services, both internal and public, and is a powerful tool for decision-making and data analysis. The worldwide GIS community annually celebrates "GIS Day" on the third Wednesday of November. GIS groups also commonly host events and celebrations to raise awareness of and participation in GIS technology.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; miss the opportunity to recognize the annual celebration of GIS Day worldwide, promote the growth and awareness of GIS in Mariposa County, and to recognize the importance and pervasiveness of GIS in daily life.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **GIS Day Proclamation**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

The Mariposa County Board of Supervisors

proclaims

The Day of November 19, 2025

as

"GIS Day"

WHEREAS, Geographic Information Systems (GIS) is a technology structure and platform enabling spatial analysis, data management, map production, and many other information technology related capabilities; and

WHEREAS, the first credited GIS was created by Geographer Roger Tomlinson in 1963 with a national land use management program for inventorying national resources; and

WHEREAS, the annual celebration of GIS Day has been occurring worldwide for the GIS community, in professional, amateur, and educational settings since 1999; and

WHEREAS, Mariposa County Planning utilized GIS software for Departmental purposes and in 2008 the first dedicated GIS staff person was hired in to map land use, zoning and mapping related to nearby wildfires; and

WHEREAS, there exist over 160 County GIS online account holders, 2 full-time GIS Staff; and

WHEREAS, the two GIS Staff have provided annual GIS Day events in years past to celebrate and recognize the commitment to, power of, and capabilities of GIS within Mariposa County; and

WHEREAS, the public facing GIS resources provided by Mariposa County continue to grow each year with expanded services such as the Zoning Lookup Tool, Tyler Technologies Enterprise Permitting and Licensing Software, Master Address Locator, Public Information Map, Assessor's Parcel Map Page Viewer, Parcel Information Map; and

WHEREAS, the internal benefits of GIS technology are felt across nearly every department as staff from Public Works, HHSA, Building, Planning, Sheriff, Admin, and more use GIS resources regularly; and

WHEREAS, our County is safer and more informed thanks to the capabilities of GIS technology and the staff that use it; and

WHEREAS, the daily use of GIS often happens without recognition in items such as a phone GPS, road maintenance, address assignments, land use planning, building permits, invasive species management, etc.; and

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the day of **November 19, 2025 as "GIS Day"**.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 18th day of November 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

Local Transportation Commission LTC 2025-017

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Caltrans that Will Allow for up to $25,000 in Reimbursements for Planning, Programming, and Monitoring (PPM) Program Activities for Fiscal Year (FY) 25-26: and Authorize the Local Transportation (LTC) Executive Director to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Caltrans that Will Allow for up to $25,000 in Reimbursements for Planning, Programming, and Monitoring (PPM) Program Activities for Fiscal Year (FY) 25-26: and Authorize the Local Transportation (LTC) Executive Director to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) Funds are allocated for preparing project study reports for County road improvement projects, monitoring project implementation, and delivering all state-funded projects.

The state requests approval from the Local Transportation Commission to designate the official authorized to execute the agreement in order to be eligible to receive the funding.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Local Transpoortation Commission has approved similar agreements in previous fiscal years, most recently December 3, 2024, Resolution LTC #24-018.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the requested action is not approved, Mariposa County would not receive STIP Funds for PPM of County STIP Projects from the State.

FINANCIAL IMPACT

None; the amount of $25,000 is part of the Local Transportation Budget and does not impact the General Fund.

ATTACHMENTS

1. PPM26-6139(056) with Attachment A

VOTE RESULT

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

STIP PLANNING, PROGRAMMING & MONITORING PROGRAM
FUND TRANSFER AGREEMENT

Project Number: PPM26-6139(056)
Agreement Number: PPM26-6139(056)

Location: 10-MPA-0-MLTC
AMS Adv ID:1025000209
PPNO: 4957

THIS AGREEMENT, effective on August 15, 2025 is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and Mariposa County Local Transportation Commission, a local public agency, hereinafter referred to as ADMINISTERING AGENCY.

WHEREAS the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming and Monitoring Program (PPM), and

WHEREAS PPM is defined as the project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527, et. seq. and for the monitoring of project implementation for projects approved in these documents, hereinafter referred to as PPM PROJECT, and

WHEREAS the California Transportation Commission (CTC) is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code:

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. As authorized by Section 14527(h) of the Government Code to release to the ADMINISTERING AGENCY for its PPM PROJECT in an amount not to exceed $25,000.00 from monies appropriated for the PPM Program as follows:

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer | Date 9/29/2025 | $ 25,000.00

Kam Wong

Under 300K

2. To pay the ADMINISTERING AGENCY a single lump sum payment upon final execution of this AGREEMENT and the receipt of an original and two copies of a signed initial invoice in the proper form from ADMINISTERING AGENCY in the amount shown in Section 1, Article (1) as promptly as state fiscal procedures will permit.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY pursuant to the provisions of State and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To use all state funds paid hereunder only for eligible PPM specific work activities as defined in Attachment A to this AGREEMENT.

2. To use all state funds paid hereunder only for those transportation purposes that conform to Article XIX of the California State Constitution.

3. To prepare and submit to STATE an original and two copies of signed invoice for payment.

4. To prepare a Final Project Expenditure Report including a final invoice reporting actual costs expended in accordance with Attachment A and submit that Report and invoice no later than 60 days following the completion of expenditures. These allocated PPM funds are available for expenditure until June 30, 2028. The Final Report of Expenditures must state that the PPM funds were used in conformance with Article XIX of the California State Constitution and for PPM purposes as defined in this Agreement. Three copies of this report shall be submitted to STATE.

5. COST PRINCIPLES
A) To comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC. The implementation of the Supercircular will cancel 49 CFR, Part 18.

6. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

7. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

8. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY'S contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

9. TRAVEL AND SUBSISTENCE
Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Administering Agency is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this AGREEMENT are subject to the availability of the state funds.

2. Eligible expenditures under this AGREEMENT shall be from the effective date of allocation to June 30, 2028.

3. In the event that ADMINISTERING AGENCY fails to implement or complete the PPM program commenced under this Agreement, fails to perform any of the obligations created by this agreement or fails to comply with applicable State laws and regulations, STATE reserves the right to terminate funding for the PPM program or portions thereof, upon written notice to ADMINISTERING AGENCY. An audit may be performed as provided in Section II, Article (8) of this agreement.

4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

5. As a condition of acceptance of the State funds provided for under this Agreement, ADMINISTERING AGENCY will abide by all State policies and procedures pertaining to the PPM Program.
6. This Agreement shall terminate on December 31, 2028.

STATE OF CALIFORNIA
Department of Transportation

By: _____
Office of Project Management Oversight
Division of Local Assistance
Date: _____

Mariposa County Local Transportation Commission

By: _____
Title: _____
Date: _____

Attest: _____
Title: _____

Under 300K

Attachment A

Mariposa County Local Transportation Commission

STIP Planning, Programming and Monitoring Activities Plan (FY 2025/2026)

Activity		Time Period	Cost ($1,000's)
A.	Prepare/Review Project Study Reports	07/25-06/26	$ 5
B.	RTIP Amendment Project Review/Programming	07/25-06/26	$ 6
C.	2024 STIP Amendment Processing / CTC Coordination	07/25-06/26	$ 8
D.	Monitoring Implementation	07/25-06/26	$ 6
	TOTAL		**$ 25**

The expenditure of these funds has been included in the Mariposa County Transportation Planning Overall Work Program. Anticipated Completion Date 6/30/26.

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 2025-018

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Receive a Presentation on and Adopt the Vehicle Miles Traveled (VMT) Policy

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation on and Adopt the Vehicle Miles Traveled (VMT) Policy.

The Public Works Transportation Planning Division has worked with the consulting firm of Fehr & Peers to develop a County VMT Policy as part of the Overall Work Program.

The Vehicle Miles Traveled Method is a way of evaluating transportation impacts with metrics that support the reduction of greenhouse gas emissions, development of multimodal transportation networks, and diversification of land uses. Senate Bill 743 required all local agencies to begin using VMT on July 1, 2020. VMT replaced the previous Level of Service (LOS) method as a metric for assessing the transportation impacts of land use and transportation projects.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On September 9, 2025, Mariposa County Local Transportation Commission (MCLTC) received a VMT Policy Update Presentation.

On July 16, 2024, MCLTC approved advertising and consultant selection for the VMT Policy - LTC #2024-010.

On May 14, 2024, MCLTC approved the Transportation Planning Overall Work Program (OWP) for FY 2024-25, which included the creation of Mariposa County VMT Policy as part of Work Element #3 - LTC #2024-7

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Senate Bill 743 required all local agencies to begin using VMT on July 1, 2020. Mariposa County will not be eligible for Sate funding if we don't have a policy in place.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Mariposa LTC_VMT Policy Adoption_DRAFT_Nov182025 (1)**

2. Mariposa_SB743_report_DRAFT_Nov0425_Clean

VOTE RESULT

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

Fehr & Peers

Mariposa County Vehicle Miles Traveled Policy

November 2025

Agenda

01 Regulatory Background & VMT Basics

02 Recommendations for Mariposa County

VMT Metrics, Methods, Thresholds, and Mitigations

SECTION 01

In case you missed it...

SB 743 Regulatory Background & VMT Basics

What's CEQA?

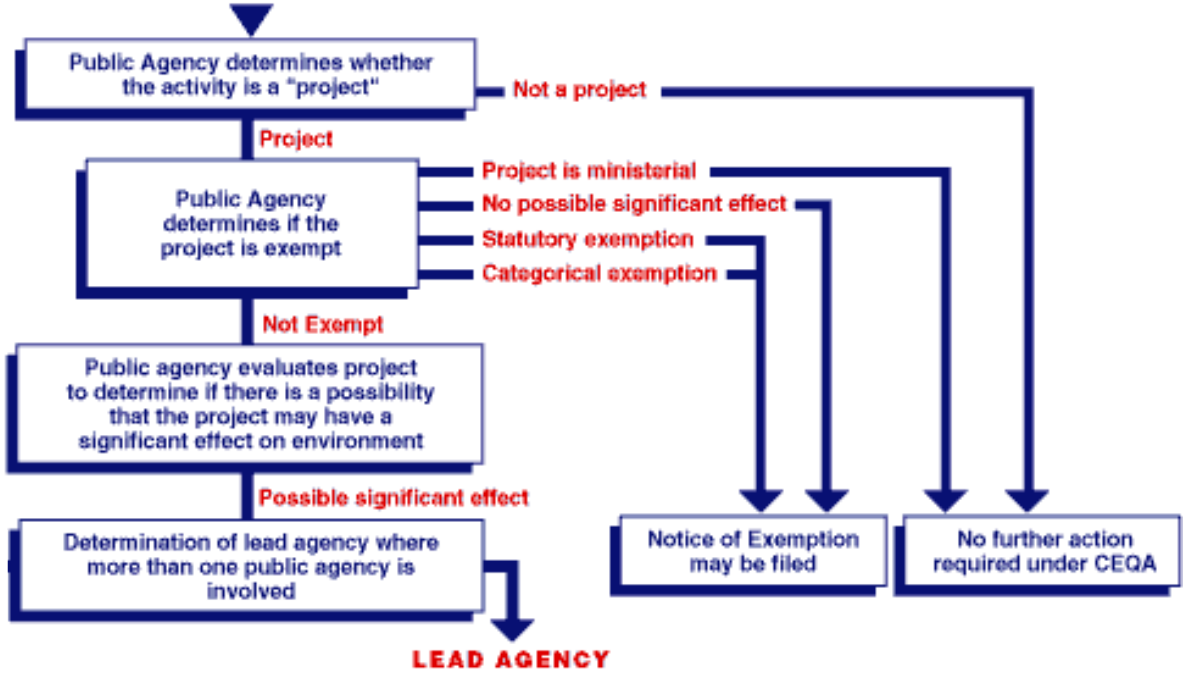
1970: Governor Reagan signs the California Environmental Quality Act (CEQA)

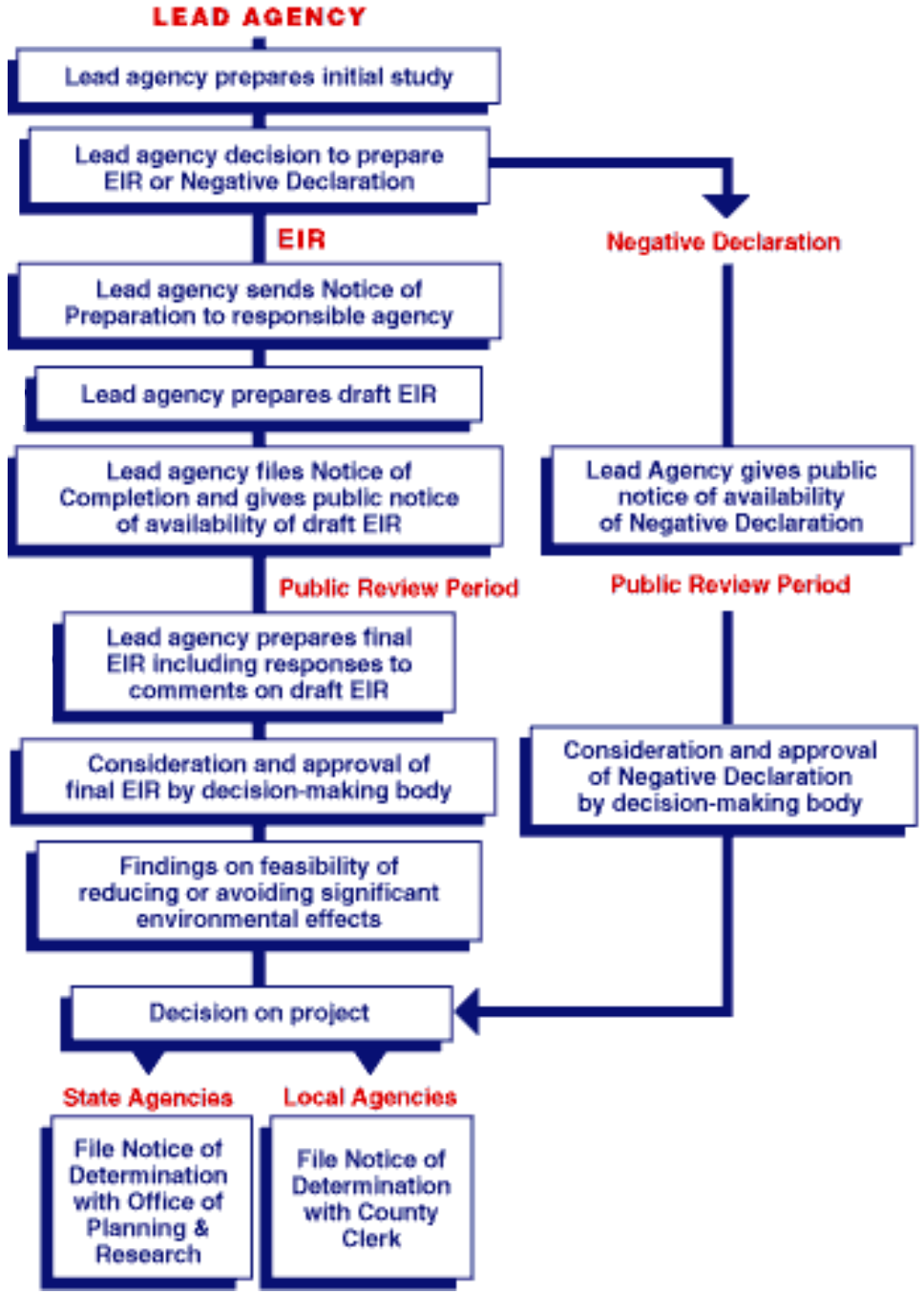
- **CEQA applies to:**
  - all projects subject to public agency discretionary action
- **CEQA does not apply to:**
  - ministerial projects (e.g., a building permit)
  - voter initiatives

Major Functions of CEQA

- Provide decision makers with **information about the environmental consequences** of their decisions prior to granting approval
- Allow the **public to comment** on the impacts of projects in their community and to challenge environmental documents adequacy
- **Mitigate significant impacts** to the extent feasible

CEQA Process





CEQA Process

Boils down to…

- Preliminary Review
- Exemptions
- Initial Study
- Negative Declaration
- Environmental Impact Report
- Findings and Decision on Project

Senate Bill 743 Legislative Intent

- Ensure that the environmental impacts of traffic, such as noise, air pollution, and safety concerns continue to be properly addressed and mitigated through the California Environmental Quality Act (CEQA).
- More appropriately balance the needs of congestion management with statewide goals related to:

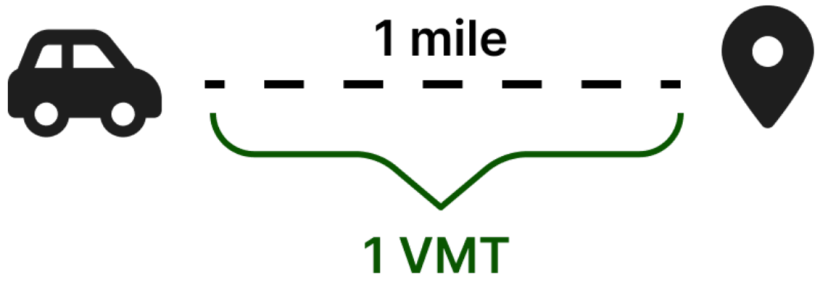
Reduction of Greenhouse Gas Emissions

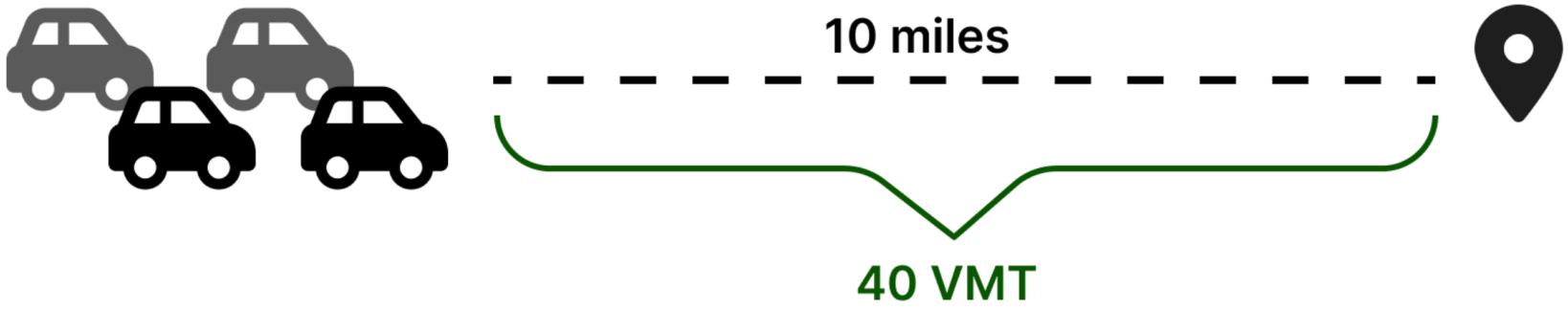
Promotion of Public Heath Through Active Transportation

Infill Development

What is VMT?

VMT = vehicle trips x trip length





SECTION 02

Lead Agency VMT Decisions

Lead agencies determine:

Metric

Method

Threshold

Mitigation

Recommended VMT Metrics

Residential VMT per Resident

48.5

Home-Based Work VMT per Employee

23.1

Visitor VMT per Visitor

14.8

Method

Quantitative: Use “Big Data” sources to estimate VMT

Qualitative: evaluate factors such as the availability of transit, **proximity to other destinations**, and **land use context**

Threshold Considerations

- Consulted the Mariposa County General Plan – see how GHG or VMT reduction is valued in consideration of other values and tradeoffs and desired outcomes
- Weigh state goals, but **nothing** in state law that says you **must** reduce GHG & VMT

Threshold Recommendations

A “significant impact” will occur if a project…

- **Residential land use projects:** generates residential VMT per resident above the countywide average
- **Office (or work related) land use projects:** generates home-based work VMT per employee above the countywide average
- **Hotel and lodging land use projects:** generates visitor VMT per visitor above the countywide average
- **Retail land use projects:** is greater than 50,000 square feet and is likely to increase baseline total VMT
- **Other land use projects:** determined based on a qualitative assessment
- **Transportation projects:** induces VMT that would increase total VMT on the county network

Threshold Key Takeaway:

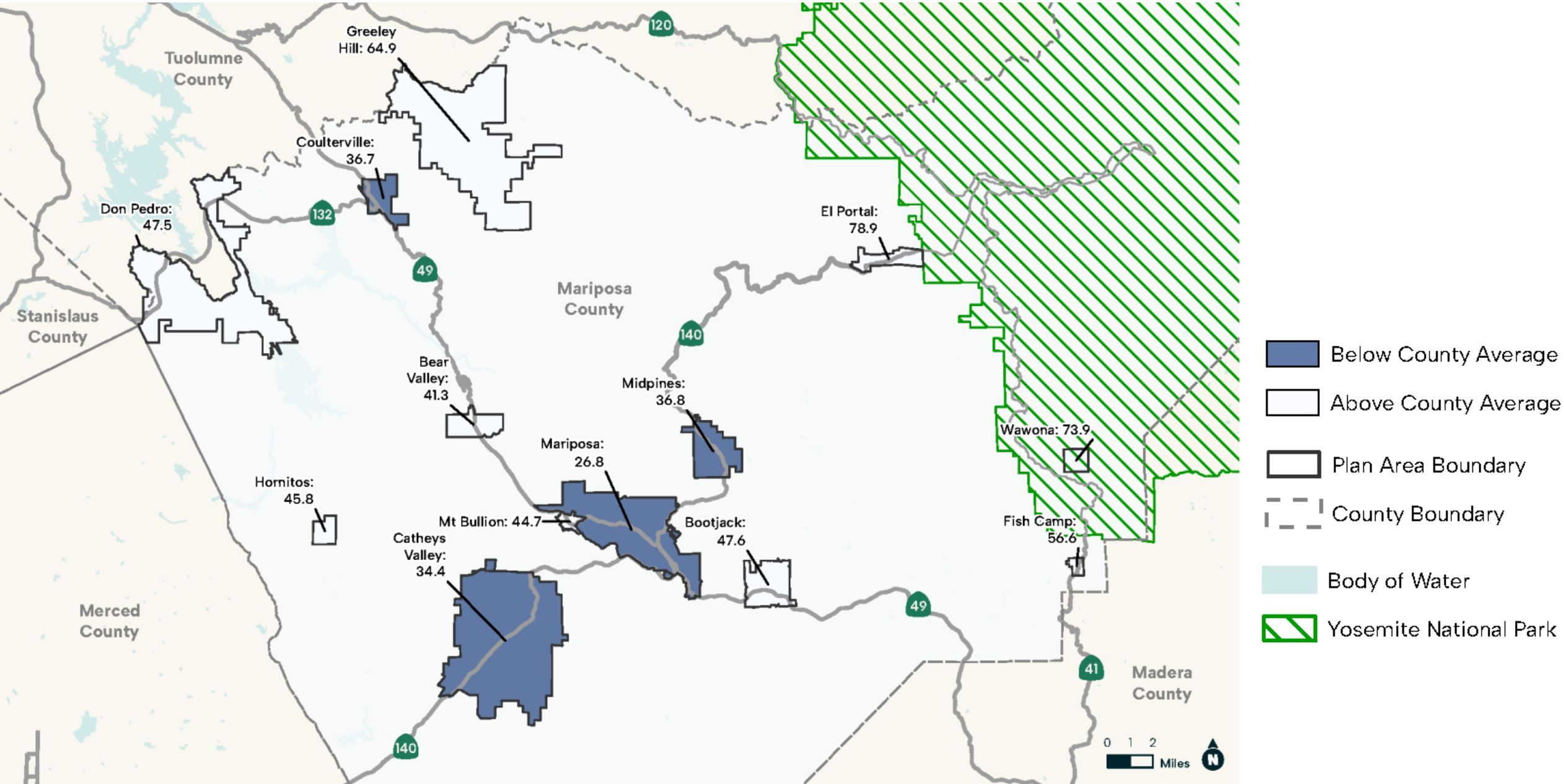
New development
is expected to perform the same as
existing development

Screening

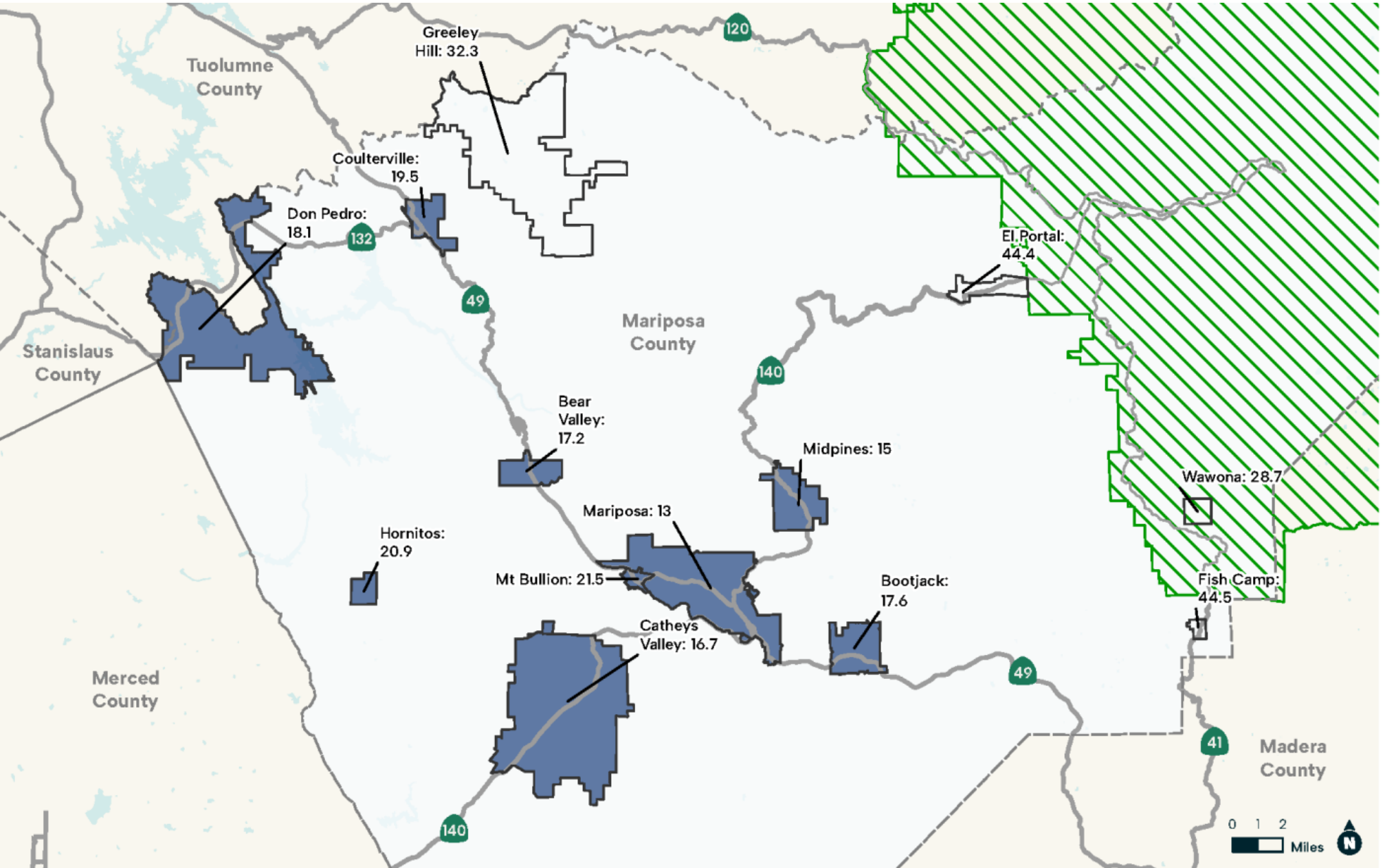
Projects can be screened from VMT analysis if they are:

- Residential, Office, and Lodging Projects in Low-VMT Areas
- Affordable Residential Development
- Local-Serving Retail
- Transit and Active Transportation Projects

Residential VMT per Resident Compared to the County Average



Home-based Work VMT per Employee Compared to the County Average



Below County Average

Above County Average

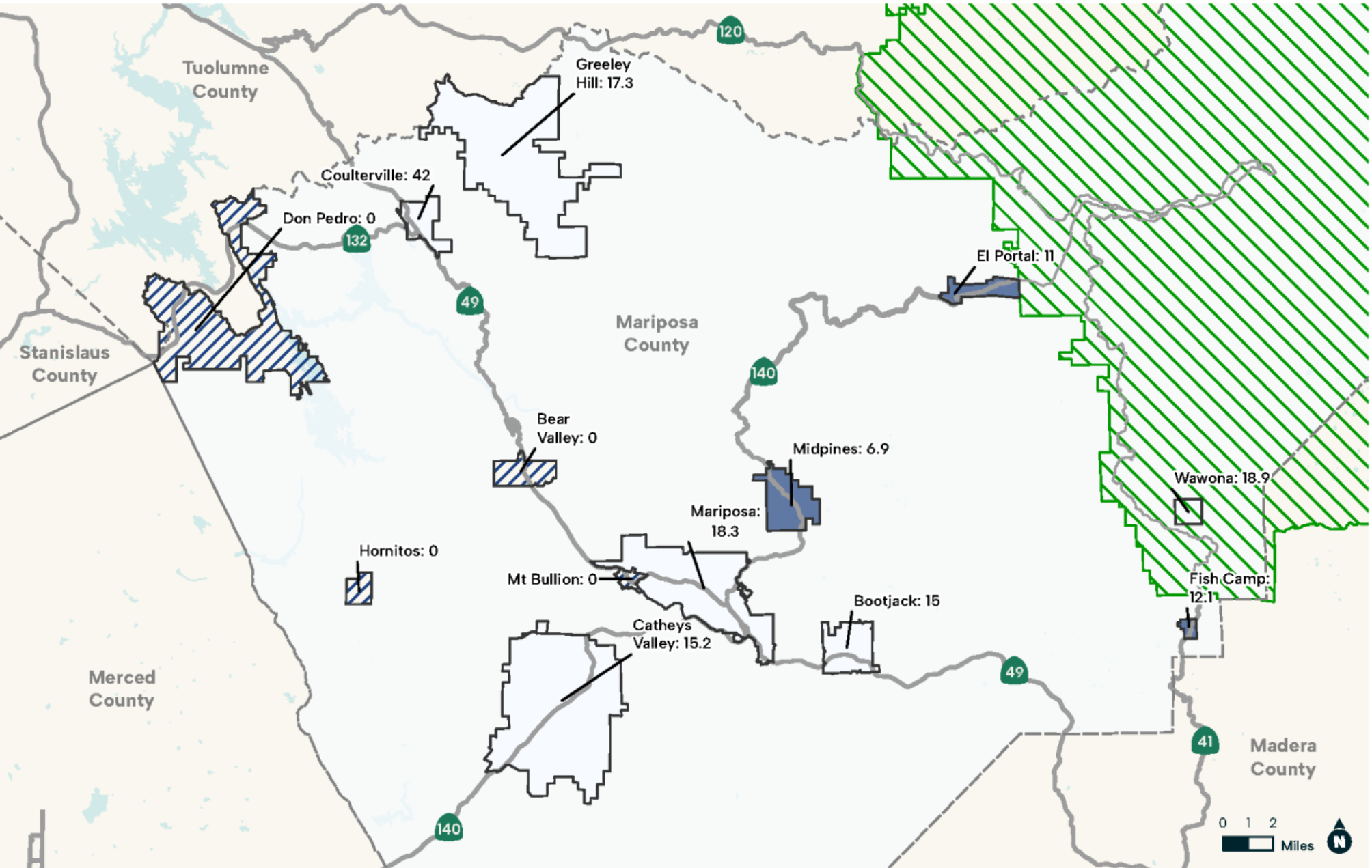
Plan Area Boundary

County Boundary

Body of Water

Yosemite National Park

Visitor VMT per Visitor Compared to the County Average



Below County Average

Above County Average

Plan Area Boundary

County Boundary

Body of Water

Yosemite National Park

Mitigation Options

Project-scale:

- Affordable housing
- Vanpool or ridesharing program
- E-bikes

Community-scale:

- Pedestrian and bike network improvements
- Electric bikeshare program
- Increase transit service

VMT Policy in (hypothetical) Practice

Don't need to do VMT Analysis:

- Local grocery store in Coulterville
- Clothing boutique in Mariposa
- 40-room hotel in Midpines
- Hardware store in Bootjack
- 16-unit apartment complex in Mariposa
- Bike and walking path/trail
- Transit center in Mariposa

Note: any similarities to real projects is purely incidental

Need to do VMT Analysis:

- 20-home subdivision in Don Pedro *(that's not in the General Plan)*
- Walmart Supercenter in Mariposa *(that's not in the General Plan)*
- 'Glamping' site in Wawona *(that's not in the General Plan)*
- Widening Highway 140 *(that's not in the General Plan)*

Questions?

Senate Bill 743 Vehicle Miles Traveled Policy

Prepared for:
Mariposa County

November 4, 2025

Fehr & Peers

RS24-4382

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Appendices

Appendix A: VMT Data Summary

Appendix B: VMT Thresholds Decisions

Appendix C: VMT Screening Decisions

Appendix D: VMT Mitigation Measure Technical Details

Funding

This project was funded with Regional Planning Assistance funds through the Overall Work Program in the amount of $81,591.74.

Introduction

On September 27, 2013, Governor Jerry Brown signed Senate Bill (SB) 743 into law and started a process intended to fundamentally change transportation impact analysis as part of California Environmental Quality Act (CEQA) compliance. These changes include elimination of auto delay, level of service (LOS), and other similar measures of vehicular capacity or traffic congestion as a basis for determining significant environmental impacts. Amendments and additions to the CEQA Guidelines eliminate auto delay for CEQA purposes and identify vehicle miles traveled (VMT) as the preferred CEQA transportation metric. Therefore, Mariposa County needs to select VMT analysis methodologies, set new VMT thresholds for transportation impacts, and determine what mitigation strategies are most feasible.

This report:

- Provides an overview of SB 743 and related policies and how VMT may be measured
- Summarizes available VMT data for Mariposa County
- Recommends VMT methods and thresholds for Mariposa County
- Recommends transportation demand management (TDM) strategies for reducing VMT on projects in Mariposa County

Adopting a VMT policy will allow Mariposa County to have clear standards when projects are determined to be non-exempt from the environmental review process.

Background

This chapter summarizes SB 743 and related policies and discusses how VMT may be measured.

Definitions

CEQA refers to the California Environmental Quality Act. This statute requires identification of any significant environmental impacts of state or local action including approval of new development or infrastructure projects. The process of identifying these impacts is typically referred to as the environmental review process.

LOS refers to "level of service," a metric that assigns a letter grade to the roadway network's performance from a driver's perspective related to their comfort and convenience. The most common application of LOS is to measure the average amount of delay experienced by drivers at an intersection during the most congested hour of day and to assign a report card range from LOS A (fewer than 10 seconds of delay) to LOS F (more than 80 seconds of delay).

VMT refers to "vehicle miles traveled," a metric that accounts for the number of vehicle trips generated and the length or distance of those trips. For transportation impact analysis, VMT is commonly expressed as total VMT, home-based or residential VMT per resident (or capita), and home-based work VMT per employee for a typical weekday.

VMT Policy Overview

SB 743, signed into law in 2013, has led to substantial changes in the way transportation impact analyses as part of CEQA are prepared. Notably, it precludes the use of LOS to identify significant transportation impacts in CEQA documents for land use projects, recommending instead that VMT be used as the preferred metric. In December 2018, the CEQA Guidelines were amended to add Section 15064.3, Determining the Significance of Transportation Impacts, which states that generally, VMT is the most appropriate measure of transportation impacts. According to 15064.3(a), "Except as provided in subdivision (b)(2) (regarding roadway capacity), a project's effect on automobile delay shall not constitute a significant environmental impact." Beginning July 1, 2020, the provisions of 15064.3 applied statewide.

To aid lead agencies with SB 743 implementation, OPR produced the *Technical Advisory on Evaluating Transportation Impacts in CEQA* (December 2018). The *Technical Advisory* helps lead agencies think about the variety of implementation questions they face with respect to shifting to a VMT metric. It also includes recommendations on metrics, thresholds, and feasible mitigation based on the State's perspective and values. However, the guidance is not a recipe for SB 743 implementation, nor does it reflect local agency values in many cases; lead agencies must still make their own specific decisions about methodology, thresholds, and mitigation.

The focus of SB 743's changes can be found in the following two legislative intent statements:

1. Ensure that the environmental impacts of traffic, such as noise, air pollution, and safety concerns, continue to be properly addressed and mitigated through the California Environmental Quality Act.

2. More appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.

The guidelines and the OPR *Technical Advisory* include specifications for VMT methodology and recommendations for significance thresholds and mitigation. As noted above, SB 743 requires impacts to transportation network performance to be viewed through a filter that promotes "the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses." VMT can help identify how projects (including both land development and infrastructure) influence accessibility (i.e., lower VMT may indicate increased multimodal access to places and people) and emissions, so its selection is aligned with the objectives of SB 743.

SB 743 does not prevent an agency from continuing to analyze delay or LOS as part of other plans (i.e. a general plan), fee programs, entitlement review, or ongoing network monitoring, but these metrics will no longer constitute the sole basis for CEQA impacts. Agencies determining that continued use of vehicle LOS is an important part of transportation analysis can still use vehicle LOS outside of the CEQA process. Jurisdictions commonly use vehicle LOS to size roadways in their General Plan or determine nexus relationships for their impact fee programs. Jurisdictions can also continue to condition projects to build transportation improvements through the entitlement process in a variety of ways, such as using general plan consistency. These changes represent a fundamental shift in transportation impact analysis methodology. Historically, relying on LOS metrics that primarily

measured driver delay and convenience aligned with traditional traffic engineering practices but had limitations in addressing broader environmental impacts. The transition to VMT does not directly measure traffic operations but instead is a measure of network use or efficiency, especially if expressed as a function of population or employment (i.e., VMT per resident). VMT can also serve as a proxy for impacts related to energy use, air pollution emissions, greenhouse gas (GHG) emissions, safety, and roadway maintenance (see http://opr.ca.gov/ceqa/updates/sb-743/ for more information).

Rural Area Implementation

Rural jurisdictions have unique and complex challenges in implementing SB 743 VMT analysis requirements. One of the primary obstacles is the limited availability of travel demand models to quantitatively estimate and forecast VMT. Unlike urban regions that typically have robust modeling tools, rural areas often lack the comprehensive data and modeling infrastructure needed for detailed VMT analysis. This modeling gap creates difficulties in accurately assessing travel patterns and impacts across jurisdictional boundaries.

Additionally, the inherent characteristics of rural communities' present context-specific challenges that complicate VMT reduction efforts. Rural areas have different development patterns and transportation needs compared to urban areas. These contextual factors can make it challenging to apply traditional VMT reduction strategies and require contextual consideration when developing appropriate analysis methodologies and mitigation measures for rural jurisdictions.

Lead agencies like Mariposa County have the option to develop their own VMT thresholds for land use plans, land use projects, and transportation projects. In rural areas of non-MPO counties (i.e., areas not near established or incorporated cities or towns), the OPR *Technical Advisory* notes that fewer options may be available for reducing VMT, and significance thresholds may be best determined on a case-by-case basis. OPR also notes, however, that "clustered small towns and small town main streets may have substantial VMT benefits compared to isolated rural development…" (page 19). As such, establishing sub-regional VMT thresholds that capture local land use contexts should be considered.

While recognizing that rural areas are unique is important, using a case-by-case or project-by-project approach to threshold setting could be viewed as arbitrary. Establishing clear thresholds for each lead agency adds clarity to the development review process. Exactly what the VMT impact threshold should be is more difficult question. Determining when a VMT change represents a significant impact is difficult to establish without linking VMT to other environmental resources and considering its relationship to the built environment and economic factors. This determination already occurs for energy, air quality, and GHGs, so agencies will need to consider how VMT is used in these other impact areas in establishing a new threshold specifically for transportation. If these other sections include expectations for VMT reduction, then a new VMT threshold for SB 743 should be consistent.

State Highway System

Caltrans routinely reviews CEQA documents for local agency development projects. In this role, Caltrans is either a commenting agency or a responsible agency under CEQA (see CEQA § 21069) and sets expectations for adequate analysis of the State highway system. In a responsible agency role, Caltrans has approval authority over some component of the project such as an encroachment permit for access to the state highway system. Comments from Caltrans should be adequately addressed, and special attention should be paid to those comments when Caltrans serves as a responsible agency because an adequate response may be required to obtain their required approval.

Caltrans released a draft update to their *Transportation Impact Study Guide* (TISG) in 2020. Key points from this draft include the following:

- Caltrans recommends use of OPR's recommended thresholds for land use projects.
- Caltrans supports CEQA streamlining for land use projects in transit priority areas and areas with existing low VMT, as described in OPR's *Technical Advisory*.
- Caltrans recommends following the guidance on methods of VMT assessment found in the OPR *Technical Advisory*.
- Caltrans comments on a CEQA document may note methodological deviations from those methods and may recommend that significance determinations and mitigation be aligned with state GHG reduction goals as articulated in that guidance, California Air Resources Board's *(ARB's) 2017 Climate Change Scoping Plan Update: The Strategy for Achieving California's 2030 Greenhouse Gas Target* (2017), and related documentation.
- In rural areas, Caltrans may comment requesting VMT-reducing strategies for the rural area be included programmatically, including at the General Plan level, for example. Caltrans will also recommend establishment of programs or methods to reduce VMT and support appropriate bicycle, pedestrian, and transit infrastructure, services or incentives.

Two Caltrans documents, *Transportation Analysis under CEQA* (TAC) and the companion document, *Transportation Analysis Framework* (TAF) guide the implementation of SB 743 on the state highway system. As stated in the TAC, "the TAF and TAC establish Caltrans guidance on how to analyze induced travel associated with transportation projects and how to determine impact significance under CEQA, respectively" (page iv). These documents guide transportation impact analysis for projects only on the state highway system. Projects that do not increase capacity, including maintenance projects (i.e., re-paving), many safety improvements (i.e., traffic calming), and pedestrian and bike facility additions, are unaffected.

VMT Assessment

State law does not dictate what VMT methodology or metric form to use. The CEQA Guidelines Section 15064.3(b)(4) provides substantial discretion for lead agencies to choose their methodology and VMT metric form.

> *15064.3(b)(4) Methodology. A lead agency has discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency*

> *may use models to estimate a project's vehicle miles traveled, and may revise those estimates to reflect professional judgment based on substantial evidence. Any assumptions used to estimate vehicle miles traveled and any revisions to model outputs should be documented and explained in the environmental document prepared for the project. The standard of adequacy in Section 15151 shall apply to the analysis described in this section.*

As allowed by this discretion, lead agencies may select from available models that produce VMT estimates and forecasts or create their own. Mariposa County does not have a travel demand model, so VMT can be estimated or forecasted using other data sources, as discussed in the VMT Estimate section below. Under some circumstances, lead agencies may also choose to use qualitative methods per the CEQA Guidelines.

> *15064.3(b)(3) Qualitative Analysis. If existing models or methods are not available to estimate the vehicle miles traveled for the particular project being considered, a lead agency may analyze the project's vehicle miles traveled qualitatively. Such a qualitative analysis would evaluate factors such as the availability of transit, proximity to other destinations, etc. For many projects, a qualitative analysis of construction traffic may be appropriate.*

VMT Measurement

VMT can be measured in a variety of ways depending on whether the intent is to capture the amount of vehicle travel generated by a project (i.e., number of vehicle trips multiplied by their corresponding trip lengths) or a project's effect on VMT within a defined study area. Project effect information is more meaningful for VMT analysis because land use projects and land use plans often influence vehicle travel associated with neighboring land uses. VMT is a preferred metric for environmental effects because it captures how a project influences the environment related to fuel consumption and emissions while also serving as an indicator of potential impacts to pedestrians, bicyclists, transit riders, and travel safety.

Land use and transportation projects that are part of adopted regional transportation plans (RTPs) and General Plans have an associated influence on VMT growth. These plans typically consider the acceptability of VMT growth at a cumulative or programmatic level. Although VMT is focused on vehicle travel, the goal of reducing per capita VMT growth rates leads to an emphasis on the effects of development patterns (e.g., land use mix and density) together with pedestrian, bicycle, and transit infrastructure. These factors have an impact on the number and length of vehicle trips.

Geographic Scope

Traditionally, the geographic scope of a CEQA analysis has been defined as the physical locations that could potentially be affected by the proposed project (CEQA Guidelines, § 15130(b)(3).) This determination by the lead agency has been granted substantial deference by the courts. Similar issues are likely to arise in the context of VMT analyses, regardless of which methodology is selected. The geographic scope should be broad enough to encompass indirect changes to trips, including displacement of less efficient trips in other locations. Geographic scope also plays an important role when selecting the region for comparison to the proposed project (OPR *Technical Advisory*, page 15.)

OPR's *Technical Advisory* provides general guidance on setting the geographic scope of VMT analyses:

- "Lead agencies should not truncate any VMT analysis because of jurisdictional or other boundaries." (OPR *Technical Advisory*, page 7.)
- In setting the geographic scope of this analysis for the basis of comparison to the proposed project OPR recommends for other land use categories, such as office space, that it be based upon where "most workers would be expected to live." (OPR *Technical Advisory*, page 16).
- "Agencies should analyze VMT outcomes of land use plans across the full area over which the plan may substantively affect travel patterns, including beyond the boundary of the plan or jurisdictions geography." (OPR *Technical Advisory*, page 18.)
- "The assessment should cover the full area in which driving patterns are expected to change. As with other types of projects, the VMT estimation should not be truncated as a modeling or jurisdictional boundary for convenience of analysis when travel behavior is substantially affected beyond that boundary." (OPR *Technical Advisory*, page 23, 30.)

VMT Estimates

VMT can be expressed in a variety of forms depending on specific objectives of the analysis. The analysis for Mariposa County includes four VMT metrics:

- **Total Network VMT** – All VMT that occurred within the county.
- **Daily Residential VMT per Resident** – All VMT generated by residents of households in the County for a typical weekday.
- **Daily home-based work VMT per Employee** – VMT generated by employees in the County for their commute trip to and from home for a typical weekday.
- **Daily Visitor VMT per Visitor** – All VMT generated by visitors' trips with at least one trip end in the County for a typical weekday.

Table 1 provides a description of these VMT metrics and corresponding diagrams representing the metrics.

Table 1. VMT Lexicon

Total Network VMT	All automobile (i.e., passenger cars and light-duty trucks) vehicle travel on the roadway network within a specific geographic boundary (i.e., county-wide).	
Residential VMT per resident	All automobile (i.e., passenger cars and light-duty trucks) vehicle trips made by residents of the County on a given day. Divided by number of residents in the County.	
Home-based work VMT per employee	All vehicle trips between home and work made by employees working in the County on a given day. Divided by number of employees in the County.	
Visitor VMT per Visitor	All vehicle trips that start and/or end within the County made by visitors to the County. Divided by number of visitors to the County.	

Because Mariposa County does not have a travel demand model, several data sources were used to estimate baseline VMT. Details on the data sources and limitations of these estimates are in **Appendix A**. Ultimately, a 'Big Data' source that synthesizes mobility trends from various data sources called Replica was used to estimate baseline VMT metrics for the County and inform thresholds, as discussed in the following sections. **Table 2** presents these metrics for Mariposa County.

Table 2: Mariposa VMT Metrics, Typical Weekday, 2022

Metric	2022 Estimate
Total Network VMT	778,543
Residential VMT per resident	48.5
Home-based work VMT per employee	23.1
Visitor VMT per visitor	14.8

Source: Replica, 2024.

Estimates of current VMT and forecasts of future VMT are inherently dependent on the methodology used. These estimates and forecasts may not account for recent changes in economic activity, future trends such as use of autonomous vehicles (AVs), or considerations for unique travel patterns, including tourism and seasonal variations, which can significantly impact rural jurisdictions like Mariposa County.

Screening

As part of selecting thresholds, lead agencies should also decide if they will allow the use of VMT impact screening as outlined in the *Technical Advisory*. Screening determinations are not CEQA exemptions and substantial evidence must document the basis for each screening conclusion. Screening is an optional approach to impact analysis that is intended to streamline the review of projects that can be presumed to have a less than significant VMT impact. Instead of performing a complete VMT impact analysis for these projects, a partial analysis is used to assess whether the less than significant presumption is supported. However, the law surrounding the presumption of less than significant impact using screening thresholds is not well developed, and therefore screening adds some legal risk if challenged. At least one court decision has set a clear expectation that local evidence is required to support the use of screening.[1] Absent screening, the alternative is to do a full analysis for each project, trading more work for a higher level of substantial evidence supporting an agency's VMT impact decisions.

Per the OPR *Technical Advisory*, screening is generally intended for smaller, less complex projects or for projects supportive of SB 743 goals such as affordable housing projects and projects located near high quality transit stations. If a project meets any of the following criteria, it may be presumed to cause a less-than-significant VMT impact without further study. This presumption is not a "safe harbor" but is subject to other substantial evidence verifying the presumption. All projects should also be consistent with the General Plan as well as the RTP.

- ***Map-Based Screening for Residential and Office Projects****: Residential and office projects that locate in areas with low VMT, and that incorporate similar features (i.e., density, mix of uses, transit accessibility), will tend to exhibit similarly low VMT. Maps created with data from a*

[1] See Cleveland National Forest Foundation et al., v. County of San Diego, Court of Appeal, Fourth Appellate District, March 27, 2025.

travel survey or travel demand model can illustrate areas that are currently below threshold VMT (see recommendations below). Because new development in such locations would likely result in a similar level of VMT, such maps can be used to screen out residential and office projects from needing to prepare a detailed VMT analysis (Technical Advisory, pages 12–13).

- ***Affordable Residential Development****: Adding affordable housing to infill locations generally improves jobs–housing match, in turn shortening commutes and reducing VMT… a project consisting of a high percentage of affordable housing may be a basis for the lead agency to find a less-than-significant impact on VMT. Evidence supports a presumption of less than significant impact for a 100 percent affordable residential development… in infill locations (Technical Advisory,* pages 14–15).
- ***Local-Serving Retail:*** *By adding retail opportunities into the urban fabric and thereby improving retail destination proximity, local-serving retail development tends to shorten trips and reduce VMT. Thus, lead agencies generally may presume such development creates a less-than-significant transportation impact (Technical Advisory,* page 16).
- ***Transit and Active Transportation Projects:*** *Transit and active transportation projects generally reduce VMT and therefore are presumed to cause a less-than-significant impact on transportation… Streamlining transit and active transportation projects aligns with each of the three statutory goals contained in SB 743 by reducing GHG emissions, increasing multimodal transportation networks, and facilitating mixed use development* (page 23).

Other screening criteria, such as for small projects, may be developed, but would need to be supported by substantial evidence consistent with CEQA Guidelines Section 15064.7 considering data, facts, research, and analysis.

Note that in addition to the risks noted above, use of these criteria may create disparate impact findings for projects solely based on their land use type. One VMT has the same environmental effects regardless of what land use generates it.

If a project qualifies for screening, VMT may still be calculated for other analysis purposes such as air quality, GHG, and energy analysis. One acceptable method is to multiply the project's population by the VMT per capita rate for the zone where its parcel(s) are located.

VMT Thresholds

Selecting a threshold is a process that establishes what amount of VMT change would be considered unacceptable such that a significant impact would occur that requires mitigation. This is a difficult decision because VMT growth is a direct consequence of planned population and employment growth, plus desired economic activity.

So, what is the basis for deciding how much change in VMT attributable to land use and transportation projects is acceptable versus unacceptable?

Background on CEQA Thresholds

To help answer this fundamental question, the general expectations of the CEQA Guidelines for adopting or using thresholds of significance can be referenced.

> *15064.7 Thresholds of Significance.*
>
> *(a)* A Threshold of significance is an identifiable quantitative, qualitative or performance level of a particular environmental effect, non-compliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant.
>
> *(b)* Each public agency is encouraged to develop and publish thresholds of significance that the agency uses in determination of the significance of environmental effects. Thresholds of significance to be adopted for general use as part of the lead agency's environmental review process must be adopted by ordinance, resolution, rule, or regulation, and developed through a public review process and be supported by substantial evidence. Lead agencies may also use thresholds on a case-by-case basis as provided in Section 15064(b)(2).
>
> *(c)* When adopting or using thresholds of significance, a lead agency may consider thresholds of significance previously adopted or recommended by other public agencies or recommended by experts.

These general expectations help define a threshold and establish the process for creating them, but they do not help address the basic question above related to VMT change. For that guidance, some details are available in the original SB 743 statue and in the CEQA Guidelines Sections cited below.

> *Public Resources Code (PRC) 21099(b)(1) The Office of Planning and Research shall prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed revisions to the guidelines adopted pursuant to Section 21083 establishing criteria for determining the significance of transportation impacts of projects within transit priority areas.* ***Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses****. In developing the criteria, the office shall recommend potential metrics to measure transportation impacts that may include, but are not limited to, vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated. The office may also establish criteria for models used to analyze transportation impacts to ensure the models are accurate, reliable, and consistent with the intent of this section.*
>
> *21099(e) This section does not affect the authority of a public agency to establish or adopt thresholds of significance that are more protective of the environment.*
>
> *15064.3(b) Criteria for Analyzing Transportation Impacts.*
>
> *(1) Land Use Projects. Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact.* ***Projects that***

> ***decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact***.
>
> *(2) Transportation Projects.* ***Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact****. For roadway capacity projects, agencies have discretion to determine the appropriate measure of transportation impact consistent with CEQA and other applicable requirements. To the extent that such impacts have already been adequately addressed at a programmatic level, such as in a regional transportation plan EIR, a lead agency may tier from that analysis as provided in Section 15152.*

This background material indicates that projects that would reduce baseline VMT should be presumed to have a less-than-significant impact. Whether this means that projects that cause an increase in VMT would have an automatic significant VMT impact is not clearly stated but could be implied. Projects locating in transit priority areas (TPAs) are called out separately as potentially deserving of the presumption for a less than significant VMT impact, but no evidence was provided to demonstrate why their added VMT would not result in the same adverse environmental effects of projects outside a TPA.

State agencies have developed the following guidance material containing threshold recommendations:

- *Technical Advisory on Evaluating Transportation Impacts in CEQA*, California Governor's Office of Planning and Research (OPR), December 2018.
- *2022 Scoping Plan-Identified VMT Reductions and Relationship to State Climate Goals*, California Air Resources Board, January 2019.
- *2022 Scoping Plan for Achieving Carbon Neutrality*, California Air Resources Board, December 2022.
- *Vehicle Miles Traveled-Focused Transportation Impact Study Guide (TISG)*, Caltrans, May 2020.

The OPR *Technical Advisory on Evaluating Transportation Impacts in CEQA* (2018) is particularly important for lead agencies to consider in their threshold choices. PRC 21099(b)(1) directed OPR to revise the CEQA Guidelines to establish criteria for determining the significance of transportation impacts for VMT. As noted above, the content of the CEQA Guidelines related to VMT significance thresholds is largely qualitative. Specific quantitative VMT significance thresholds are only provided in the *Technical Advisory*. Whether the *Technical Advisory* threshold recommendations will carry the same legal weight as the CEQA Guidelines has not yet been tested in court. However, Caltrans guidance (in the TISG) endorses use of the OPR threshold recommendations, and the ARB threshold evaluation (in the 2022 Scoping Plan) is also supportive of OPR's quantitative VMT thresholds.

While the *Technical Advisory* does include quantitative thresholds, they are recommended for jurisdictions within metropolitan planning organization (MPO) areas. For rural areas like Mariposa County, the Technical Advisory contains the following recommendation.

> *In rural areas of non-MPO counties (i.e., areas not near established or incorporated cities or towns), fewer options may be available for reducing VMT, and significance thresholds may be best determined on a case-by-case basis. Note, however, that clustered small towns and*

> *small town main streets may have substantial VMT benefits compared to isolated rural development, similar to the transit oriented development described above.*

A final background consideration related to setting VMT thresholds is how they relate to other objectives of Mariposa County, especially those established in the General Plan. The General Plan serves as the constitution for the County. Decisions like adopting an environmental threshold should be consistent with General Plan expectations. Section 21001(d) of the Public Resources Code (e.g., the CEQA Statute) reinforces this balance by setting the following expectation for public decisions related to CEQA.

> *Ensure that the long-term protection of the environment, consistent with the provision of a decent home and suitable living environment for every Californian, shall be the guiding criterion in public decisions.*

With that background, the following pages outline VMT significance threshold recommendations for Mariposa County based on current evidence. As evidence evolves, recommendations may change.

Additional Considerations in Setting VMT Thresholds

Additional questions have arisen as lead agencies determine their thresholds:

- Question 1: Do lead agencies have discretion to set a different VMT threshold than recommended by OPR?
- Question 2: Do lead agencies need to establish VMT thresholds for cumulative impacts?
- Question 3: Do lead agencies need to use the same VMT methodology for setting thresholds and for conducting project VMT forecasts?

The answers to the first two questions require a legal perspective and were informed by a memorandum prepared by Remy Moose Manley (RMM) as part of the Western Riverside Council of Governments (WRCOG) SB 743 Implementation Pathway project, whose opinion is summarized below, together with supplemental analysis. Their full opinion is available as part of the WRCOG documentation at http://www.fehrandpeers.com/wrcog-sb743/ while a summary of their selected findings with supplemental analysis is presented below.

Question 1: Do lead agencies have discretion to set a different VMT threshold than recommended by OPR?

Setting an efficiency threshold lower than the 15 percent reduction recommended by OPR in their *Technical Advisory* is likely legally defensible, so long as the threshold is supported by substantial evidence. The substantial evidence is critical in the threshold setting process and should explain why the OPR-recommended threshold is not appropriate for the lead agency or project, and why another threshold was selected. This evidence will be the basis for supporting the recommended threshold and should carefully consider the definition of substantial evidence contained in Section 15384 of the CEQA Guidelines. This answer considers the fact that the 15 percent reduction is not included in the statute or the updated CEQA Guidelines; rather it is only included in OPR's *Technical Advisory*. However, it is unknown how much weight future courts may give OPR's *Technical Advisory* since this

is where OPR complies with Section 21099(b)(1) to develop recommendations for significance criteria.

The revisions to the CEQA Guidelines only include statements about what land use project types and locations may be presumed to have a less than significant VMT impact. Additional evidence allowing for a lower threshold (i.e., less than 15 percent) is also found in the discussion above about the recognition of land use context influencing VMT performance.

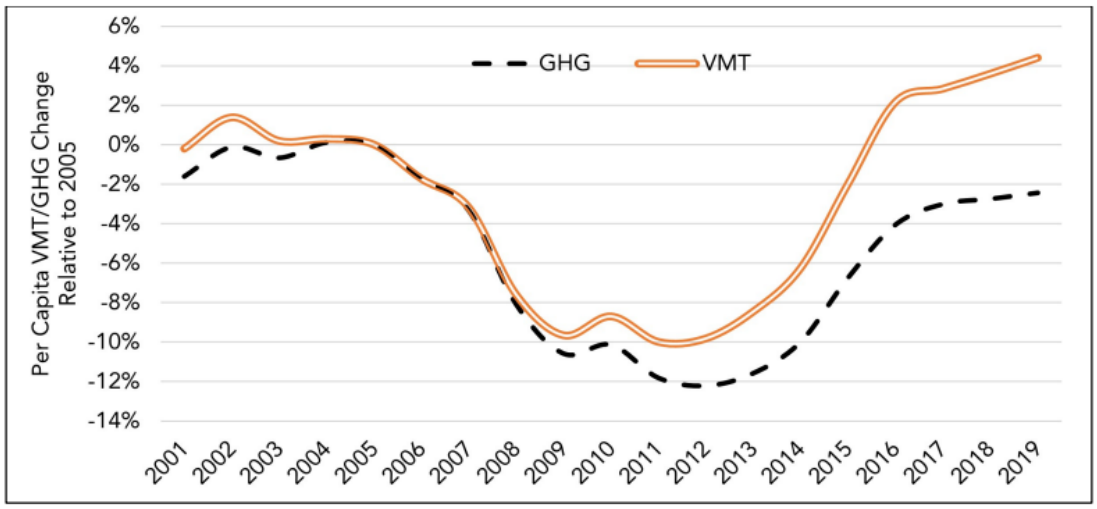
Question 2: Do lead agencies need to establish VMT thresholds for cumulative impacts or use different methods for cumulative impact analysis?

In addition to direct impact analysis, lead agencies should address VMT impacts in the cumulative context. The CEQA Guidelines and case law are clear that consideration of cumulative impacts is important to CEQA compliance. That said, a separate quantitative threshold may not be required if the threshold applied for project-specific impacts is cumulative in nature. VMT thresholds based on an efficiency form of the metric such as VMT per capita, can address both project and cumulative impacts in a similar manner that some air districts do for criteria pollutants and GHGs.

As explained in OPR's *Technical Advisory*, when using an absolute VMT metric, i.e., total VMT (as recommended below for retail and transportation projects), analyzing the combined impacts for a cumulative impact analysis may be appropriate. However, a project that falls below an efficiency-based threshold that is aligned with long-term environmental goals and relevant plans would have no cumulative impact distinct from the project impact. Accordingly, a finding of a less-than-significant project impact would imply a less than significant cumulative impact, and vice versa (OPR *Technical Advisory*, page 6.)

A key consideration for cumulative scenarios is whether the rate of VMT generation gets better or worse in the long-term. If the rate is trending down over time, then the project level analysis may suffice. However, the trend direction must be supported with substantial evidence. This creates a potential issue for VMT because per capita VMT rates in California have been increasing. The chart below from the *2022 Scoping Plan for Achieving Carbon Neutrality* (California Air Resources Board, 2022) shows VMT per capita increasing in recent years. At a minimum, this evidence should be disclosed as part of the VMT impact analysis. Lead agencies should also determine whether this may constitute sufficient evidence to require a cumulative analysis to verify the baseline plus project VMT impact conclusions. The basic question to answer is whether a less than significant impact conclusion under baseline plus project conditions would be reasonably sustained long-term if background VMT per capita trends are increasing.

Figure 1: California VMT Trends



2019 data indicate that nearly all regions were far from achieving 2020 targets set by CARB.

Source: California Air Resources Board, 2022.

For some projects, measuring project-generated VMT will only tell part of the impact story, especially if they exceed a project threshold based on VMT per capita or similar efficiency metric. Measuring the "project's effect on VMT" may be necessary to fully explain the project's impact, especially under cumulative conditions. This occurs because of the nature of discretionary land use decisions. Cities and counties influence land supply through changes to general plan land use designations and zoning for parcels. These changes rarely, if ever, influence the long-term amounts of regional population and employment growth. Viewed through this lens, a full disclosure of VMT effects requires capturing how a project may influence the VMT generated by the project and nearby land uses. Also, some mitigation strategies that improve walking, bicycling, or transit to/from the project site can also reduce VMT from neighboring land uses.

Question 3: Do lead agencies need to use the same VMT methodology for setting thresholds and for conducting project VMT forecasts?

Lead agencies need to use consistent methods when forecasting VMT for threshold setting and project analysis to ensure an apples-to-apples comparison for identifying potential impacts. The project team has confirmed through case study comparisons that failure to comply with this approach, as recommended by the *Technical Advisory,* can lead to erroneous impact conclusions. This is an important finding, since the *Technical Advisory* also accepts that VMT analysis can be performed using sketch planning tools. Off-the-shelf sketch planning tools for VMT analysis do not contain trip generation rates or trip lengths consistent with local and regional travel forecasting models. These models are the most likely source for city-wide and region-wide VMT estimates used in setting thresholds because sketch planning tools cannot produce these aggregate-level VMT metrics. The *Technical Advisory* partially recognizes this issue by recommending that sketch planning tools use consistent trip lengths as the models used to produce thresholds, but it does not include a

similar recommendation for trip generation rates. Both input variables, trip lengths and trip generation rates, need to be consistent with the travel forecasting model to produce accurate project impact analysis results.

VMT Measurement Methods and Selecting Thresholds

How should lead agencies approach VMT threshold setting, given their discretion under CEQA? Because an impact is defined as a change to the existing environment, a natural starting point for potential thresholds is the baseline (i.e., existing conditions): total VMT, VMT per capita, VMT per employee, etc.

Since VMT typically fluctuates with changes in population, employment, economic activity, and the availability of new travel modes (e.g., ridesharing, autonomous vehicles), expressing VMT as an efficiency metric (such as per capita, per employee, or per service population) allows more meaningful comparisons between projects and baseline conditions. For example, a threshold of "no increase above baseline VMT per capita" would mean that future land uses would not be considered to have a significant transportation impact if their performance is consistent with existing land uses. If this efficiency-based approach is used, however, lead agencies may also need to demonstrate that the project is displacing growth from less efficient locations.

Alternatively, lead agencies may set thresholds based on reductions from baseline levels. The appropriate magnitude of reduction depends on the relative weight placed on vehicle use and its associated impacts on mobility, economic activity, and environmental outcomes.

A detailed analysis of potential VMT data and measurement methods for Mariposa County can be found in **Appendix A**. Detailed analysis of the threshold options and selecting recommendations for Mariposa County can be found in **Appendix B.**

Recommendations for Mariposa County

Considering the information above, the following metrics and threshold are recommended for Mariposa County. These recommendations are based on a presumption that future travel behavior will be consistent with recent travel behavior. However, any subsequent changes including changes in usage of transportation networking companies (TNCs) such as Uber and Lyft, lower fuel prices, public availability of autonomous vehicles (AVs), and increases in telecommuting may change future travel behaviors, resulting in future VMT differing from current metrics. As these trends evolve, baseline data may need to be updated to reflect them.

As noted above, an impact under CEQA begins with a change to the existing or baseline environment. There are a range of approaches to using this starting point for VMT impact analysis. At one end of the spectrum is "total daily VMT" generated under baseline conditions. Setting this value as the threshold for a jurisdiction basically creates a benchmark where any increase would be a significant impact. Alternatively, the baseline of VMT per capita or VMT per employee could be used to establish an efficiency metric basis for impact evaluation. Using this form of VMT would mean that future land use projects would be expected to perform no worse than existing land use projects and only projects that cause an increase in the rate of VMT generation would cause significant impacts.

Thresholds Recommendations

The following VMT metrics and thresholds are based on a baseline VMT data collected for Mariposa County. Steps summarizing this analysis process are provided at the end of this section. These thresholds should be revisited after completion of the General Plan update and if the County develops a travel demand model. More detailed considerations and reasoning behind these recommendations are provided in **Appendix B.**

- **Residential land use projects and plans** – A significant VMT impact will occur if a project generates residential VMT per resident above the baseline countywide average.
- **Office (or work related) land use projects and plans** - A significant VMT impact will occur if a project generates home-based work VMT per employee above the baseline countywide average.
- **Hotel and lodging land use projects and plans** - A significant VMT impact will occur if a project generates visitor VMT per visitor above the baseline countywide average.
- **Retail land use projects and plans** - A significant VMT impact will occur if a project is greater than 50,000 square feet and is likely to increase baseline total VMT. Minimum study area is countywide and subject to an expanded area if project generated trips have origins or destinations outside the county.
- **Other land use projects and plans** – A significant VMT impact will be determined based on a qualitative assessment by County staff (details about the assessment criteria are provided in the next section).
- **Transportation projects** – A significant VMT impact will occur if a project induces VMT that would increase baseline total VMT on the county network.

Screening Recommendations

The following screening thresholds are most applicable in Mariposa County. **Appendix C** includes details on the analysis and reasoning of these screening criteria, as well as other screening criteria that were considered as potential options but ultimately excluded as part of the policy.

Land Use Projects

- **Map-Based Screening for Residential, Office, and Lodging Projects**
  Residential, office, and hotel/lodging projects that are located in areas with average VMT metrics below the countywide average. Existing low VMT areas in Mariposa County for residential, office (work-related), and hotel/lodging land uses are provided in **Figures 2** through **4**, respectively, based on a comparison of residential VMT per resident, home-based work VMT per employee, and visitor VMT per visitor to the countywide averages based on Replica estimates. *Instructions for using the maps in the analysis are included in the Draft Process section below.*
- **Local/Visitor-Serving Retail/Commercial**
  Retail projects serving residents or visitors and smaller than 50,000 square feet be presumed to have a less-than-significant impact on VMT.

- **Affordable Housing**
  Affordable housing developments may be presumed to result in a less-than-significant VMT impact when the project consists of 100% affordable units.

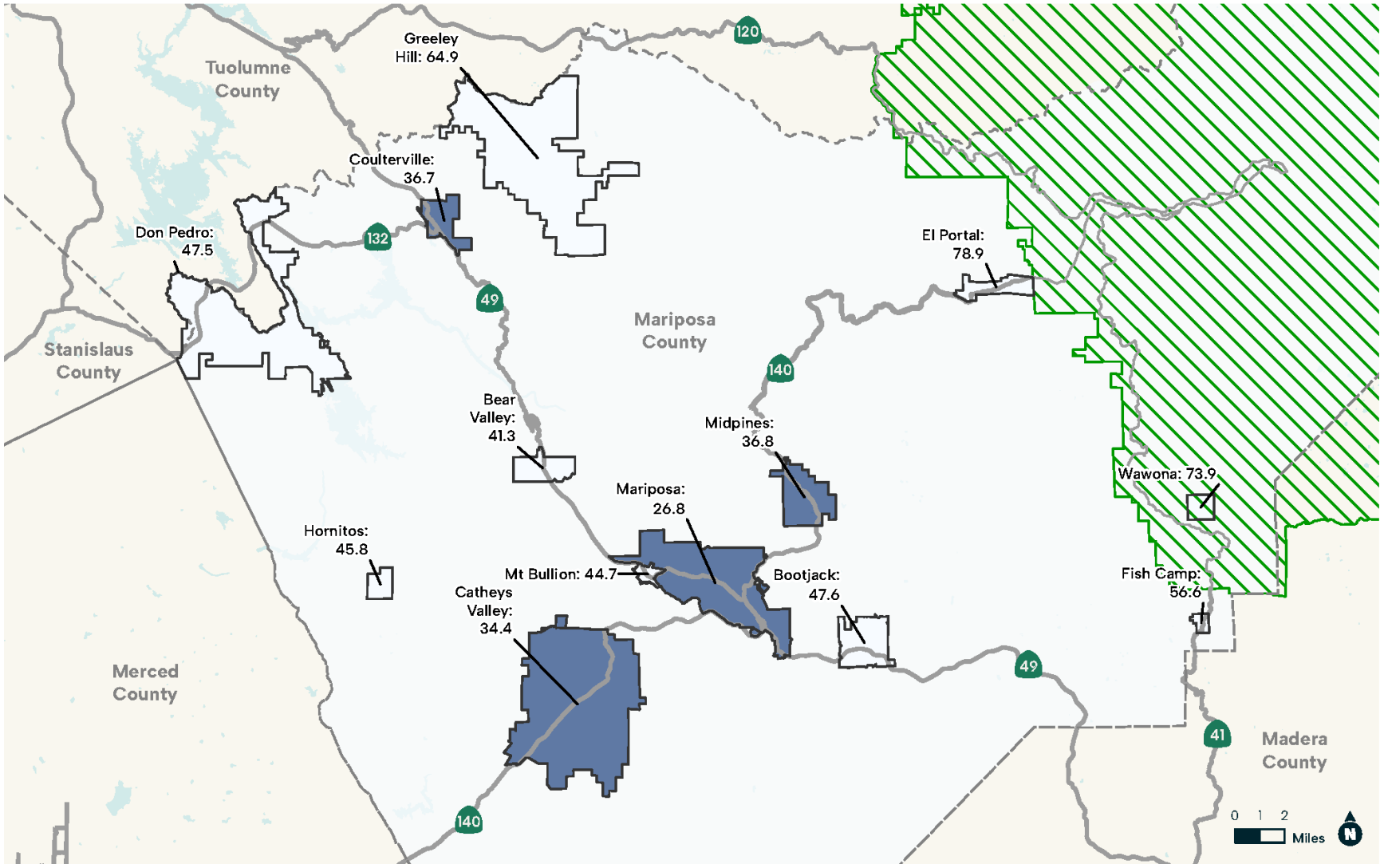
Transportation Projects

- **Active Transportation, Transit, and Roadway Capacity Reducing Projects**
  Projects such as sidewalks, shared-use trails, and local transit enhancements have a negligible effect on VMT and may be screened from VMT impact analysis, as described in the *OPR Technical Advisory*.

To ensure alignment with current Caltrans guidance, see the screening criteria in Section 5.1.1 of the *Transportation Analysis under CEQA* (TAC).

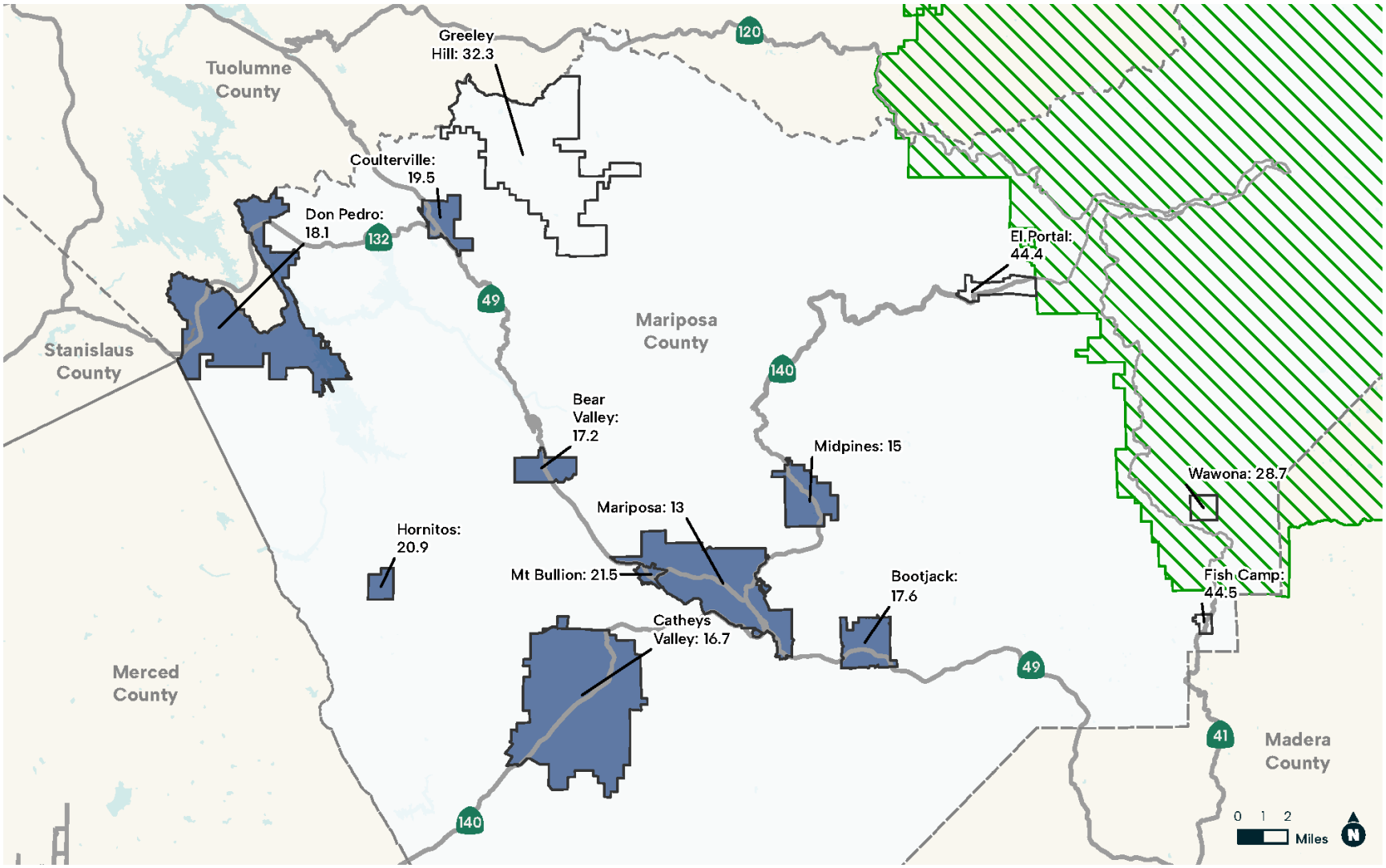
Note that projects presumed to have less-than-significant VMT impacts may still warrant supplemental review for other potential effects. The County retains discretion to require additional analysis when substantial evidence indicates potential for indirect or cumulative impacts.
For transportation projects, use of VMT screening shall not preclude further review of potential transportation effects on the State Highway System or other regional facilities.

Figure 2. Weekday Residential VMT per Resident Compared to the County Average



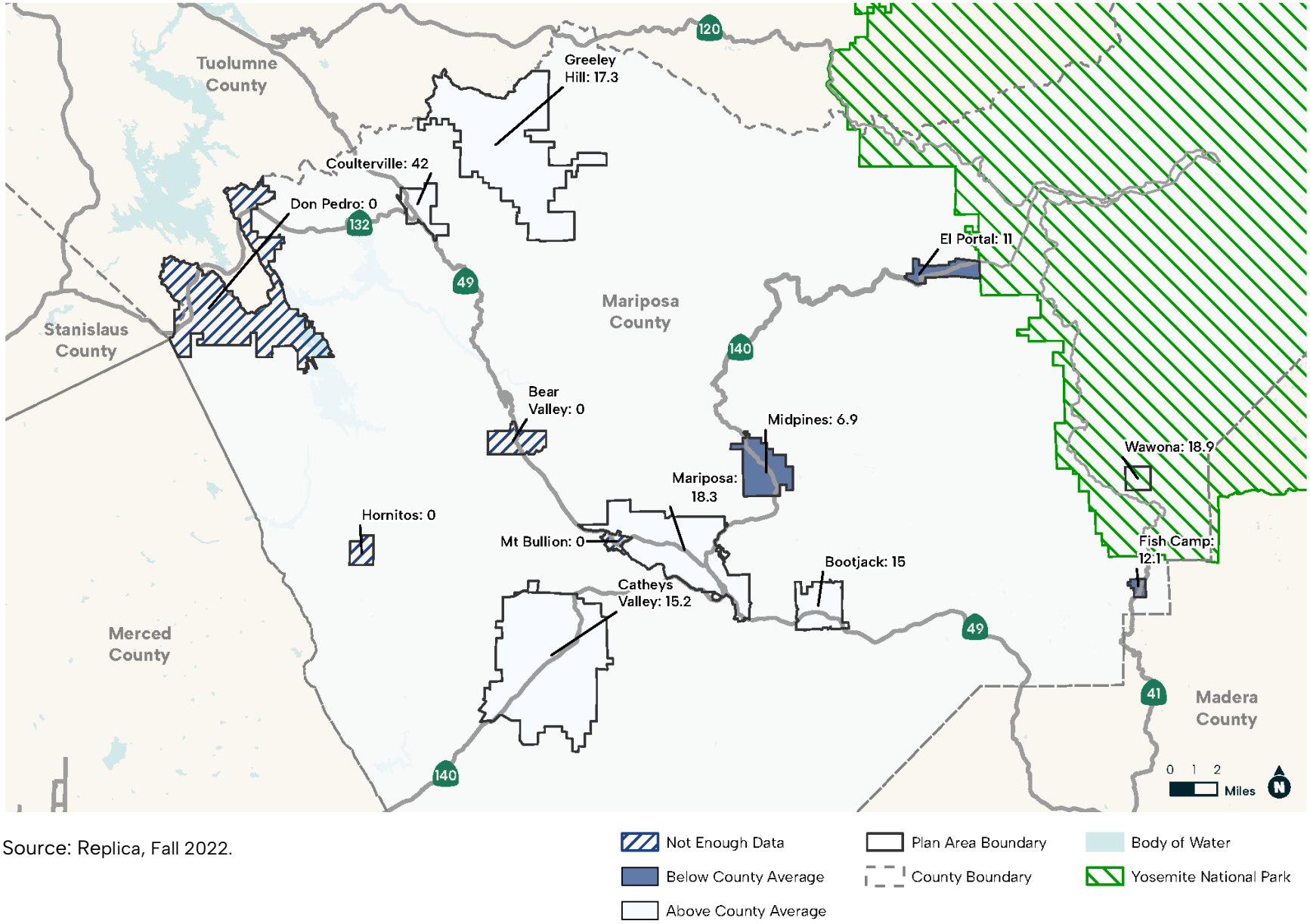
Source: Replica, Fall 2022.

Figure 3. Weekday Home-based Work VMT per Employee Compared to the County Average



Source: Replica, Fall 2022.

Figure 4. Weekday Visitor VMT per Visitor Compared to the County Average



Source: Replica, Fall 2022.

VMT Analysis Process

The VMT analysis of individual projects starts with the screening evaluation described above. For projects that do not meet these screening criteria, a complete VMT impact analysis would typically be required to determine if a project causes a significant VMT impact. The complete analysis, as outlined below, will require more time and effort but could lead to better information about the nature of the VMT impact and help to identify effective mitigation measures. The complete analysis also provides VMT inputs that may be necessary for air quality, greenhouse gas (GHG), and energy impact analysis for the project.

Land Use Projects

Land use projects will be analyzed using the VMT efficiency metrics included in the Thresholds Recommendations section above and repeated below.

- Residential land use projects: residential VMT per resident
- Office/Work-related land use projects: home-based work VMT per employee
- Hotel and lodging related uses: visitor VMT per visitor

For each land use type in a project, the analyst will obtain the relevant baseline VMT per capita estimate from the Replica data compiled for this study based on the Census block group (CBG) that the project is located within. When possible, the most current Replica data or similar data source should be used comply with the CEQA baseline definition, which typically represents conditions when the environmental analysis commences. Absent other substantial evidence, the project is presumed to generate VMT per capita at the same rate as the similar land uses in the CBG.

If the project contains features that would produce a VMT per capita rate below the CBG value, then the analyst may account for those effects and adjust the rate accordingly before comparing it against the applicable threshold. If the resulting VMT per capita rate is above the countywide average, then a significant impact occurs and a mitigation analysis is required.

The mitigation analysis will evaluate the VMT reduction strategies that would be feasible for the project to implement. As part of this study, a Mariposa County VMT Mitigation Tool was developed to assist analysts with this step in the process. The tool relies on the research and evidence contained in the *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (California Air Pollution Control Officers Association, 2024) plus additional evidence from strategies that have emerged since publication of the Handbook. The goal of the mitigation analysis is to reduce the VMT per capita rate for the project's land uses to below the countywide average.

County staff will have final approval over any adjustments in VMT per capita rates based on project features and what mitigation measures are feasible.

In some cases, the project type, land uses, or context may not allow for use of the county's quantitative VMT per capita estimates and thresholds. Under these circumstances, the CEQA Guidelines and the *Technical Advisory* recognize that qualitative analysis may be required. The large size of CBGs combined with the unique travel behaviors associated with recreational and seasonal

travel in the county creates a challenge to using currently available VMT per capita data for all project types.

The qualitative approach provides a contextual understanding of potential VMT impacts and qualitative analysis draws on guidance from the *Technical Advisory*. **The following criteria and questions are recommended for use in a qualitative VMT evaluation. Projects likely to have a less than significant VMT impact would be those answering 'yes' to all the questions below.**

- **Project type and location**
  - *Is the project located in a planning area designated for growth?*
  - *Will the project's land uses improve the mix of housing, jobs, and services in the area such that more activities could be reached by walking, bicycling, transit, or short auto trips?*
- **Inclusion of Travel Demand Management (TDM) strategies**
  - *Does the project include measures that reduce vehicle travel by shifting travel to other modes?*
- **Adequate transportation infrastructure**
  - *Does the area have sidewalks, bikeway facilities, and complete street features that support walking and bicycling?*
  - *Does the project include direct connections to sidewalks and bikeway facilities to promote use of active modes?*
- **Consistency with adopted plans**
  - *Is the project consistent with the County General Plan and RTP?*

The final determination should summarize whether, based on these characteristics, the project is reasonably expected to result in less-than-significant VMT impacts.

Transportation Projects

In general, transit and active transportation projects generally reduce VMT and therefore are presumed to cause a less-than-significant impact on transportation. Streamlining transit and active transportation projects aligns with each of the three statutory goals contained in SB 743 by reducing GHG emissions, increasing multimodal transportation networks, and facilitating mixed use development. Therefore, an initial step in evaluating transportation projects is to determine if the project can be screened out based on the *Technical Advisory* list of projects below that should be presumed to have a less-than-significant VMT impact.

- Rehabilitation, maintenance, replacement, and repair projects that do not add capacity
- Safety enhancements such as shoulder widening, turn pockets, or auxiliary lanes less than one mile in length
- Lane conversions or reconfigurations that do not increase general-purpose capacity
- Projects that add transit-only lanes or reduce through lanes
- Traffic control, signal timing, traffic calming, and similar operational improvements
- Initiation of new transit service

Appendix C includes other screening criteria that were not included as part of the policy but were considered as potential options.

For roadway capacity expansion projects involving FHWA Class 1, 2, or 3 facilities, induced VMT may occur. Mariposa County has Class 2 and 3 facilities, which are mostly state highways. The *Technical Advisory* and Caltrans guidance on induced VMT generally treat any increase in total VMT as potentially causing a significant impact. Given that induced VMT impacts in the county are most likely to occur on Caltrans facilities, the following Caltrans technical guidance would apply for their evaluation.

- *Transportation Analysis Framework (TAF) Second Edition: Evaluating Transportation Impacts of State Highway System Projects,* Caltrans, September 2025.
- Caltrans' *Transportation Analysis Under CEQA (TAC) Second Edition: Evaluating Transportation Impacts of State Highway System Projects,* September 2025.

Projects generating or redistributing traffic on the State Highway System shall require coordination with Caltrans District 10 during the CEQA process. As applicable, land use and transportation project analyses shall evaluate both direct and indirect effects to SHS facilities, including safety and access impacts, regardless of CEQA screening outcomes.

Mariposa County and Caltrans District 10 shall maintain ongoing coordination regarding VMT analysis, mitigation, and monitoring for projects that may affect the State Highway System. Coordination may include annual joint technical meetings to review updates to VMT data and thresholds, early consultation on projects potentially affecting SHS facilities (i.e., as part of the County's Inter-Governmental Review process), and sharing results of cumulative VMT impact analyses for mutual use in long-range planning, as needed.

Legal Defensibility

For consistency with CEQA Guidelines §§15064.7 and 15384, Mariposa County should ensure that thresholds, screening criteria, and mitigation measures are enforceable and supported by substantial evidence.

The County is currently in the process of identifying procedures for maintaining substantial evidence documentation supporting adopted VMT thresholds and screening criteria, including maps. To maintain a current VMT baseline, the County shall update VMT baselines at least once every five years, and encouraged to be concurrent with General Plan or Regional Transportation Plan updates.

The County currently and will continue to ensure all mitigation measure commitments are enforceable through adopted conditions of approval, development agreements, or CEQA monitoring programs (CEQA §15097).

Process Summary

The following presents a summary of the process that should be used to assess a project's VMT impacts. In a future stage of work on this policy effort, recent and hypothetical projects in Mariposa County will be used as test cases for the proposed VMT analysis methods and thresholds.

Draft Process for Land Use Projects

As the first steps in analysis, plan consistency and methodology appropriateness should be assessed. Then, a screening analysis can be performed. If those steps are accomplished and the project is not screened from VMT impact analysis, then this process outlines what a detailed quantitative or qualitative analysis could entail.

The following project information will generally be required:

- Project site plan
- Project description identifying:
    - Expected number of dwelling units, visitors, and/or employees by use
    - Proposed project phasing identifying dates of completion
    - Expected year of completion of the project

1. Verify Consistency with Policies and Plans

The project should be consistent with the General Plan of the planning areas within the County, including the land use designated for the area. The project should also be consistent with the Regional Transportation Plan (RTP).

For purposes of making consistency findings with the General Plan, Area Plan (if applicable), and RTP, verify that implementation of the project would not exceed the expected growth in its associated planning area. Staff conducting this analysis will need to consider whether any of the expected growth has already been assigned to previously approved projects.

If the project is inconsistent with previously approved plans, a General Plan, Area Plan, and/or RTP amendment is required, including environmental impact review and transportation impact analysis.

2. Assess if the VMT Analysis Methodology is Appropriate

The methodology described here will not be sufficient for every potential project. The planner or engineer performing the project analysis should assess if project-specific data and calculations may provide a more appropriate answer than this methodology. Assessment should include consideration of the following:

- Does the project area differ from the conditions captured in the baseline VMT data? Examples include:
    - The project includes uses such as seasonal agriculture which create atypical travel.
    - The project site has unique travel behavior (e.g., longer commute patterns) that deviates from surrounding areas with similar land use in the baseline.

- Does the project involve travel patterns not well represented in the baseline VMT data? Examples include:
    - Hospitals, which have different land use than medical offices
    - Special uses evaluated as discretionary action under CEQA

3. Conduct Screening Assessment

Lead agencies may choose to use an impact screening method to streamline land use project review for VMT impacts. If a project does not pass an initial screening test, then a full VMT impact analysis is warranted. Note that these screening determinations are not absolute, and the County may determine that a project specific VMT analysis must be prepared to support a project. Based on the OPR *Technical Advisory*, and the discussion in this section, the following projects are presumed to have a less than significant impact on VMT and the County may determine that a project specific VMT Analysis is unnecessary:

- Residential, Office, and Hotel/Lodging Projects in Low-VMT Areas
- Local or visitor-serving retail 50,000 square feet or less
- Affordable Housing

More detail on these screening criteria can be found in the *Screening* section above.

4. Perform Complete VMT Analysis

At this point, there are two options for a complete VMT analysis: a quantitative method and qualitative method.

4.1 QUANTITATIVE VMT ANALYSIS

A quantitative analysis will occur if a project has not been screened out in the *Screening* criteria above. Given the absence of a regional travel demand model and the unique travel behaviors in Mariposa County, including a high share of recreational, visitor, and seasonal travel, the county may need to rely on both quantitative and qualitative analysis approaches.

A complete quantitative analysis may be possible for common land use types like residential and office where new projects could be rely on the VMT generation rates noted above for their associated census block groups or County Planning Areas. Basically, the project would inherit the same VMT generation rates as similar uses in the same area. Adjustments could be made for unique project design features that may influence the VMT generation rate. For projects performing above the countywide average, a significant impact would occur and mitigation would be required.

4.2 QUALITATIVE VMT ANALYSIS

The qualitative analysis draws on guidance from the **OPR *Technical Advisory*** and considers the following evidence to evaluate whether the project may generate VMT at rates below the countywide average. These include, but are not limited to:

- **Project location and typical trip distances**
  Is the project located near existing services and destinations that would contribute to shorter trip lengths than the countywide average?

- **Estimated trip generation**
  Will the project increase the VMT generation rates of existing residents, workers, or visitors?
- **Presence of a mix of land uses**
  Is the project located in or near a walkable area with a blend of housing, jobs, and services?
- **Inclusion of Travel Demand Management (TDM) strategies**
  Does the project include measures to reduce vehicle trips or their lengths?
- **Proximity to key destinations**
  Is the project near multi-family housing, job centers, schools, groceries, and healthcare services?
- **Quality of surrounding transportation infrastructure**
  Does the area have sidewalks, local roads, transit routes and facilities, and/or complete street features that support non-auto travel?
- **Access to bicycle and pedestrian networks**
  Does the project connect to or enhance existing bike lanes, trails, or pedestrian routes?
- **Consistency with adopted plans**
  Is the project aligned with the County General Plan, Regional Transportation Plan, Active Transportation Plan, or other policies aimed at reducing VMT and GHG?

The final determination should summarize whether, based on these characteristics, the project is reasonably expected to result in less-than-significant VMT impacts.

Draft Process for Transportation Projects

For transportation projects, the analysis process focuses on identifying those projects that are likely to induce VMT. If the project occurs on the state highway system, then Caltrans procedures in the *Transportation Analysis under CEQA* (TAC) and the *Transportation Analysis Framework* (TAF) should be followed. As stated above, early coordination with Caltrans District 10 is encouraged for all projects generating or redistributing traffic on State Highway System (SHS) facilities, including State Routes 49, 41, and 140. As stated above, regardless of CEQA screening outcomes, both project analyses shall evaluate both direct and indirect effects to SHS facilities, including safety and access impacts.

1. Check for Policy and Plan Consistency

Evaluate whether the project supports or conflicts with regional and local plans focused on VMT and GHG reduction. Projects that are inconsistent with a RTP may undermine long-term VMT reduction goals.

- Is the project consistent with the General Plan especially the land use and circulation elements?
- Does it support compact growth or encourage auto-dependent expansion?
- Would the project create a substantial inconsistency with the RTP air quality conformity finding?

2. Conduct Screening Assessment

In most cases, transit and active transportation projects reduce VMT and are presumed to have a less-than-significant impact under CEQA. A detailed list of these projects are listed in the Transportation Projects section in the Qualitative VMT Analysis Process above. These project types

may be screened out of further VMT analysis when they match categories identified in the *OPR Technical Advisory*, including:

- Rehabilitation, maintenance, replacement and repair projects designed to improve the condition of existing transportation assets (e.g., highways, roadways, bridges, culverts, tunnels, transit systems, and assets that serve bicycle and pedestrian facilities) and that do not add additional motor vehicle capacity
- Roadway shoulder enhancements to provide "breakdown space," dedicated space for use only by transit vehicles, to provide bicycle access, or to otherwise improve safety, but which will not be used as automobile vehicle travel lanes
- Addition of an auxiliary lane of less than one mile in length designed to improve roadway safety
- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left, right, and U-turn pockets, or emergency breakdown lanes that are not utilized as through lanes
- Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and, if applicable, transit
- Conversion of existing general purpose lanes (including ramps) to managed lanes or transit lanes, or changing lane management in a manner that would not substantially increase vehicle travel
- Addition of a new lane that is permanently restricted to use only by transit vehicles
- Reduction in number of through lanes
- Grade separation to separate vehicles from rail, transit, pedestrians or bicycles, or to replace a lane in order to separate preferential vehicles (e.g., HOV, HOT, or trucks) from general vehicles
- Installation, removal, or reconfiguration of traffic control devices, including Transit Signal Priority features
- Timing of signals to optimize vehicle, bicycle, or pedestrian flow
- Installation of roundabouts or traffic circles
- Installation or reconfiguration of traffic calming devices
- Adoption of or increase in tolls
- Addition of tolled lanes, where tolls are sufficient to mitigate VMT increase
- Initiation of new transit service
- Conversion of streets from one-way to two-way operation with no net increase in number of traffic lanes
- Removal or relocation of off-street or on-street parking spaces
- Adoption or modification of on-street parking or loading restrictions (including meters, time limits, accessible spaces, and preferential/reserved parking permit programs)
- Addition of traffic wayfinding signage
- Rehabilitation and maintenance projects that do not add motor vehicle capacity
- Addition of new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public rights-of-way
- Addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve nonmotorized travel
- Installation of publicly available alternative fuel/charging infrastructure
- Addition of passing lanes in rural areas that do not increase overall vehicle capacity along the corridor

Projects that fall into one of these categories may be presumed to have a less-than-significant VMT impact and would not require no further analysis.

3. Perform Qualitative VMT Analysis

For transportation projects that have not screened out of a VMT analysis can perform a qualitative analysis to determine VMT impacts. Given the absence of a regional travel demand model and the unique travel behaviors in Mariposa County, the qualitative approach provides a contextual understanding of potential VMT impacts. The qualitative analysis draws on guidance from the OPR *Technical Advisory* and considers the following to evaluate whether the project aligns with those identified in the *Technical Advisory* as likely to result in lower VMT.

EVALUATING PROJECT TYPE & PURPOSE

Capacity-increasing projects are known to induce VMT by making driving faster or more convenient, even in rural areas. Identify whether the project adds roadway capacity or improves vehicle accessibility.

- Is the project for rehabilitation, safety, or multimodal improvements rather than adding new vehicle capacity?
- Does it reduce travel time significantly for common trips?

Reference the stated goals of the project: congestion relief, safety, access to growth areas, etc. Projects intended to improve travel times or open new corridors often lead to induced VMT.

- Does the project aim to relieve congestion, improve travel time, or improve network connectivity?
- Is the project tied to expected future development?

Projects that expand capacity or create new corridors are likely to induce demand, leading to long-term increases in VMT.

ASSESS LAND USE AND DEVELOPMENT CONTEXT

Describe the zoning, land use plans, and development potential near the project.
Projects that open access to undeveloped land or facilitate new growth can lead to long-term increases in VMT.

- Is the project located in an already developed area, rather than opening access to undeveloped or greenfield lands?
- Is the project near land zoned for future residential, commercial, or industrial growth? Are there known development proposals in the vicinity?
- Will the project provide new access to areas currently constrained by geography or infrastructure? Does the project avoid facilitating new residential, commercial, or industrial growth?

Projects that unlock development potential often cause growth-induced VMT by supporting new auto-dependent land uses.

NOTE POTENTIAL TRAVEL BEHAVIOR CHANGES

Consider how the project will impact how, where, and when people travel. Even without a model, travel time and route options influence travel behavior and overall VMT.

- Will the project reduce travel time by a substantial margin?
- Will it offer new routes or bypasses that encourage longer or additional driving trips?
- Does the project maintain or enhance walking, bicycling, and transit options rather than shifting trips to driving?
- Could it shift travel from non-vehicle modes to driving?

Projects that significantly alter travel times, routes, or mode choices are likely to increase driving and overall VMT.

Consistent with OPR Technical Advisory guidance, VMT analysis boundaries should extend beyond county lines where trip patterns affect State Highway System corridors.

The final determination should summarize whether, based on these characteristics, the project is reasonably expected to result in a less-than-significant VMT impact. Projects that expand roadway capacity, enable new development, or substantially reduce travel times are more likely to induce VMT and may therefore result in a potentially significant impact under CEQA.

Note: While LOS and delay are not used for CEQA impact determinations, the County shall continue to evaluate safety, access, and multimodal mobility as part of the project review process. These considerations will be addressed through conditions of approval and coordination with Caltrans and other agencies.

Transportation Demand Management Strategies

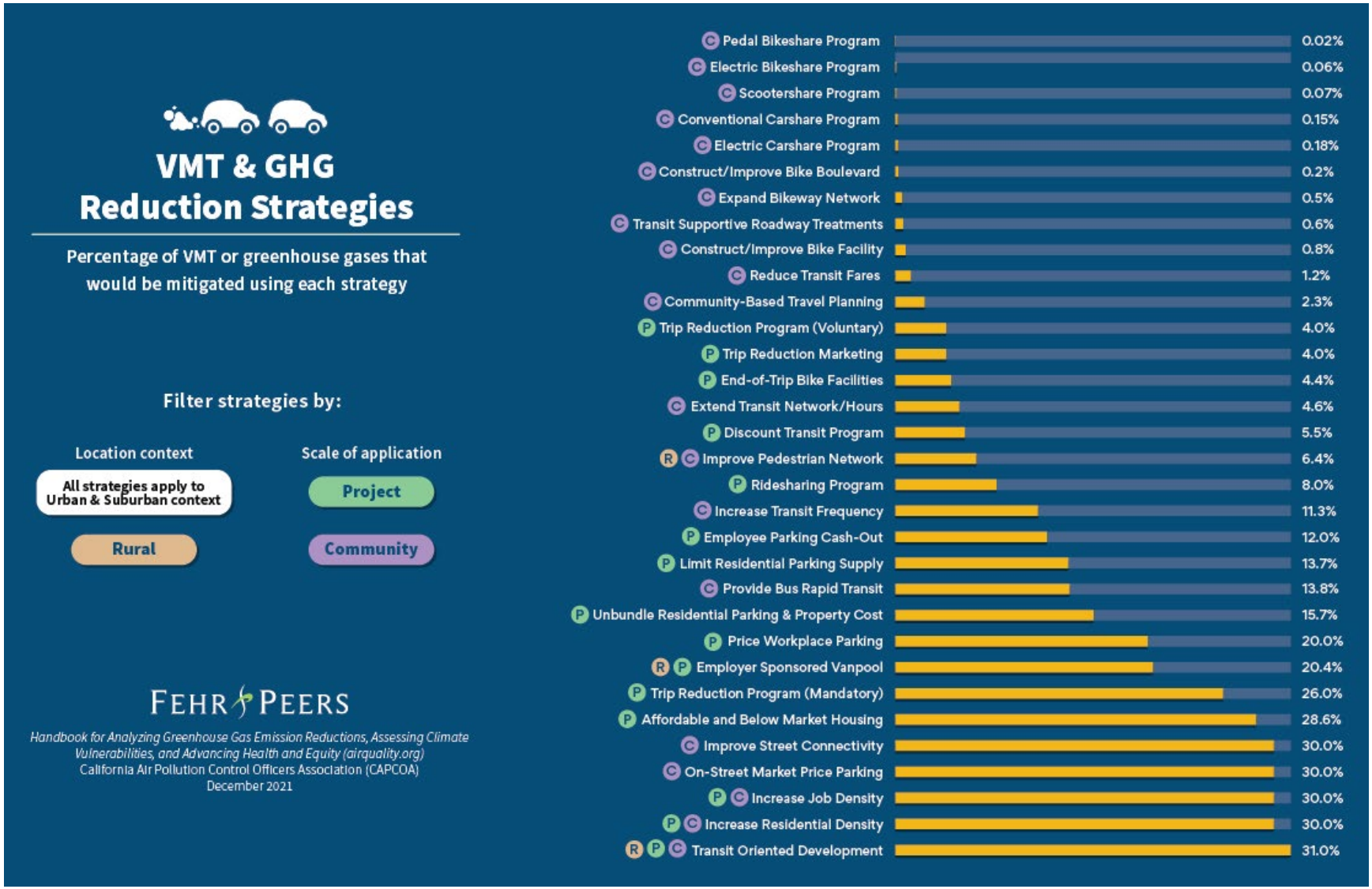
This section summarizes the assessment of strategies to reduce VMT that could be used as mitigation measures for projects in Mariposa County that are subject to review under CEQA. The purpose of this work was to identify and prioritize those strategies that would be the most effective at reducing VMT in Mariposa County given its unique land use context consisting of rural areas, small towns, and major tourist destinations.

This assessment started with a detailed review of the VMT reduction strategies contained in the *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity, 2nd Edition* (California Air Pollution Control Officers Association, August 2024). The first edition of the Handbook contained over 50 VMT reduction strategies. The 2021 update reduced that number to the 32 strategies shown in **Figure 5** below. The reduction was based on a detailed review of substantial evidence to verify their effectiveness for use in CEQA analysis. As part of reviewing the effectiveness, scale and location contexts were also added as noted in **Figure 5**.

The 32 strategies are divided into two basic categories: built environment changes and transportation demand management (TDM). The 19 built environment strategies involve physically changing existing land use patterns or the transportation network. These changes produce long-term outcomes that increase the potential for more trips to be made by walking, bicycling, or transit. The 13 TDM strategies are intended to reduce people's driving through shorter-term incentives and disincentives often focused on modal changes for commuting. As such, they are also intended to increase walking, bicycling, carpooling, and transit use. The TDM strategies are often implemented through workplaces and depend on how building tenants respond, as they are the primary target population. Since building tenants change over time, the effectiveness of these strategies can vary more compared to the built environment strategies, as discussed in the limitations section.

Strategies vary in terms of what type of VMT is affected. For TDM related strategies, the focus tends to be on commute or home-based work VMT. Built environment strategies can influence all trip types in the area they are implemented.

Figure 5. CAPCOA VMT Reduction Strategies and Effectiveness



Strategy Review

To determine the most appropriate VMT reduction strategies that could be used as CEQA mitigation in Mariposa County, we assessed each strategy on the basis of land use context and scale of application. As shown in **Figure 5**, only 15 of the strategies are applicable at the project scale. The remaining 17 strategies are effective at the community scale and would require an implementation program to deliver as discussed in more detail in the next section.

While all of the strategies are effective in urban and suburban areas, only 3 of the strategies apply in rural areas. Of these 3, only 2 of the strategies are project scale: employer sponsored vanpools and transit-oriented development (TOD). For TOD to be effective, the transit service has to be provided for a large portion of the day (e.g., before and after the start of common work hours in the area) and frequently enough to be convenient (e.g., 15-minute headways). This level of service is uncommon in rural areas and many suburban areas.

Due to the limited options from the above review, other VMT reduction strategy sources were investigated. CAPCOA released 6 new transportation measures in 2024 to complement those already contained in the 2021 Handbook.[2]

- **T-55:** Infill Development
- **T-56:** Active Modes of Transportation for Youth
- **T-40:** Establish a School Bus Program
- **T-34:** Provide Bicycle Parking
- **T-22-D:** Transition Conventional to Electric Bikeshare
- **T-46:** Provide Transit Shelters

None of these are applicable in rural areas according to CAPCOA although providing a school bus program may qualify based on local evidence. The infill development reduction is related to a project's distance from a major downtown so would not apply in Mariposa County. Providing active modes of transportation for youth is similar to the existing bicycle and pedestrian network expansion strategies in the current Handbook. Providing bicycle parking was not quantified. Conventional bike share does not exist in Mariposa County but has been available in the past in Yosemite National Park. Providing transit shelters depends on an existing service level more frequent than current service in Mariposa County.

A final source for mitigation strategy review was new research associated with providing or subsidizing e-bikes for residents of an area.[3] The research showed that each e-bike provided resulted in the user driving 2.3 miles less per day. This strategy could apply in community areas within Mariposa County where distances between homes and destinations are reasonable to reach on an e-bike (e.g., less than 5-6 miles).

[2] https://www.airquality.org/ClimateChange/Documents/2024%20Handbook%20Update_AB434.pdf

[3] Sundfør, H. B., & Fyhri, A. (2022). The effects of a subvention scheme for e-bikes on mode share and active mobility. Journal of Transport & Health, 26, 101403.

Applicable Strategies

From the full list of potential strategies, eight strategies were identified as most likely to be effective in Mariposa County. These strategies are described below and more detail on their effectiveness is provided in Table 1. Note that the effectiveness of these strategies was largely based on academic research using pre-pandemic travel data. As such, evolving travel behavior and new travel trends may impact the future effectiveness of these strategies.

Community-scale Strategies

The following strategies would require implementation at the community level. Potential program structures that could deliver these types of improvements are discussed in the next section.

Provide pedestrian network improvements – This strategy focuses on creating a complete pedestrian network within a community area that connects key destinations. Projects in Mariposa County tend to be small so the emphasis of this strategy would likely be the construction of network improvements that complete the pedestrian network, especially through gap closures or eliminating barriers to walking. Implementation would require a program to generate sufficient funding to build improvements at the community scale (see next section for examples). Given long distances between lodging, worksites, and recreational destinations, pedestrian upgrades would mainly benefit short trips within community areas.

Provide bicycle network improvements – Similar to creating complete pedestrian networks, this strategy focuses on doing the same for the bicycling network. The Handbook contains three specific strategies associated with expanding bicycling facilities (T-10 Provide End-of-Trip Bicycle Facilities, T-19-A Construct or Improve Bike Facility, and T-22-B Implement Electric Bikeshare Program) which would be particularly effective in suburban areas or areas with high concentrations of visitors. The current Handbook VMT reductions associated with bicycle network expansion do not fully account for the influence of e-bikes, which have extended the effective range of travel on the bicycle network and could enhance the effectiveness of this strategy.

Increase transit service – This strategy focuses on improving transit service but would require more study to determine if increases in service hours, coverage, or frequency would be most effective to reduce VMT in Mariposa County. Given land use patterns in the County and the presence of Yosemite National Park, this strategy may be limited to commuter type transit service where trips can be pooled at the start and end locations like those for workers and visitors traveling to Yosemite. For example, the YARTS Highway 140 route provides year-round bus service between Merced and Yosemite Valley, with stops at several hotels in Mariposa and along the corridor. These existing connections offer an opportunity to reduce vehicle trips by coordinating with hotel shuttle services, allowing visitors and employees to access YARTS service without needing to drive to a park-and-ride lot or the park itself. Better integration between hotel shuttles and regional transit could improve access, reduce car dependence, and enhance the effectiveness of this strategy.

Implement electric bikeshare program – This strategy provides users with on-demand access to electric pedal assist e-bikes for short-term rentals. Yosemite offered a conventional bikeshare

program in the past, but it is not operational as of Summer 2025.[4] Lessons learned from the Yosemite program would be beneficial for understanding what changes or enhancements would be recommended to ensure the effectiveness of this strategy.

Project-scale Strategies

The following strategies could be implemented as part of individual development projects involving work-related land uses.

Provide employer-sponsored vanpool – This strategy provides groups of employees with a cost-effective and convenient rideshare option for commuting. The mode shift from long-distance, single-occupied vehicles to shared vehicles reduces overall commute VMT. Employer-sponsored vanpools can function annually or seasonally for employers like Yosemite NPS or nearby visitor lodging centers.

Provide ridesharing program – This strategy is similar in concept to vanpooling where employees share rides. Instead of the employer providing the vanpool service, the employer provides information about how to carpool and an app or website for coordinating rides between employees using their private vehicles. In addition, the employer could provide additional incentives, such as designated and desirable parking spaces for carpoolers.

Provide affordable housing – Providing or incorporating affordable housing in projects can contribute to lower VMT per capita rates than projects without this feature. In Mariposa County, a key opportunity lies in workforce housing for Yosemite National Park employees, many of whom currently commute long distances due to the limited availability and high cost of housing near the park. In addition to new residential development, hotels, lodges, and other large employers along the Highway 140 corridor can play a role by offering onsite or nearby employee housing.

Provide e-bikes – This strategy provides e-bikes to residents of projects and could be expanded to offer e-bikes to other nearby residents. To be effective for VMT reduction, the e-bikes could be offered in community areas where e-bikes have the greatest potential to replace vehicle trips. The strategy can be scaled up to a community level.

Of the strategies identified above, the most effective strategies are those implemented at the community scale. The level of improvement and cost associated with the community strategies typically require a program approach to implementation, such as an impact fee program, mitigation bank, or mitigation exchange as introduced in the next section.

[4] https://yosemite.org/yosemite-bike-share/

Table 1. Applicable CAPCOA TDM Reducing Strategies

CAPCOA Category	CAPCOA Strategy	CAPCOA VMT Reduction	Applicable to Individual Land Use Projects?
Land Use	T-4 Integrate Affordable and Below Market Rate Housing	Up to 28.6% reduction in project/site multifamily residential VMT	Yes – however, the effectiveness of this reduction strategy would depend on the project location, and proximity to jobs, services, and transit that support shorter trips and non-auto travel.
Neighborhood Design	T-18 Provide Pedestrian Network Improvements	Up to 6.4% reduction in vehicle travel in the community	No – this strategy would require a project to integrate into a larger overall network of pedestrian facilities that would require local and/or regional agency coordination to implement. Current research supports city and neighborhood level VMT reductions, but none of the literature reviewed contains an evaluation of project-specific reductions.
Neighborhood Design	T-19-A Construct or Improve Bike Facility	Up to 0.8% reduction in vehicles on parallel roadways	No – In general, this strategy would require a project to integrate into a larger overall network of bicycle facilities that would require local and/or regional agency coordination to implement.
Neighborhood Design	T-22-B Implement Electric Bikeshare Program	Up to 0.06% reduction in vehicle travel in the community	No – this strategy would require local and/or regional agency coordination to implement.
Transit	T-26 Increase Transit Service Frequency	Up to 11.3% reduction in vehicle travel in the community	No – increasing the quality of transit service (e.g., reduced headways and increased speed and reliability) would require local and/or regional agency coordination to implement.
Trip Reduction Programs	T-11 Provide Employer-Sponsored Vanpool/Shuttle	Up to 20.4% reduction in project/site employee commute VMT	Yes – however, the effectiveness of the employer-sponsored vanpool/shuttle program is dependent on the building tenant, and the quality of the vanpool/shuttle service being provided. This reduction strategy may require monitoring to evaluate the program's effectiveness.
Trip Reduction Programs	T-8 Provide Ride-Sharing Program	Up to 8% reduction in project/site employee commute VMT	Yes – however, the effectiveness of the ride-sharing programs is building/tenant specific and may require monitoring to evaluate the program's effectiveness. *Do not use with "TRT-1 Implement CTR Program – Voluntary" or "TRT-2 Implement CTR Program – Required Implementation/Monitoring."*

Note: All strategies have adequate substantial evidence for CEQA Impact Analysis.

Appendix D provides additional technical details on VMT mitigation measures, including programmatic approaches and limitations on quantifying VMT mitigation.

Appendices

Appendix A: VMT Data Summary

This appendix identifies and evaluates three primary data sources for estimating Vehicle Miles Traveled (VMT) metrics for land use projects within Mariposa County as part of the County's efforts to comply with Senate Bill 743 (SB 743) and its mandate to shift the focus of transportation impact analysis under CEQA from level of service (LOS) to VMT. This evaluation is needed since Mariposa County does not have a locally developed and calibrated travel demand model (TDM) available to use for VMT estimation and forecasting. Accordingly, this appendix explores the available data sources listed below and assesses their suitability for providing local VMT generation rates (i.e., VMT per capita estimates) and establishing VMT threshold benchmarks such as county-wide averages. Each data source is reviewed for its geographic resolution, methodological consistency, and alignment with the technical guidance issued by the California Office of Planning and Research (OPR).

- Replica
- Fehr & Peers' VMTIndex
- California Statewide Travel Demand Model

These models and data sources have limitations with respect to which metrics can be estimated and forecast. This review identifies the limitations and potential modifications needed to implement the VMT methodologies and thresholds.

VMT Analysis Methodology Regulatory Background

State law does not dictate what VMT methodology or metric form to use. The CEQA Guidelines Section 15064.3(b)(4) provides substantial discretion for lead agencies to choose their methodology and VMT metric form.

> *15064.3(b)(4) Methodology. A lead agency has discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project's vehicle miles traveled, and may revise those estimates to reflect professional judgment based on substantial evidence. Any assumptions used to estimate vehicle miles traveled and any revisions to model outputs should be documented and explained in the environmental document prepared for the project. The standard of adequacy in Section 15151 shall apply to the analysis described in this section.*

As allowed by this discretion, lead agencies may select from available models that produce VMT estimates and forecasts or create their own. Under some circumstances, lead agencies may also choose to use qualitative methods per the CEQA Guidelines.

15064.3(b)(3) Qualitative Analysis. If existing models or methods are not available to estimate the vehicle miles traveled for the particular project being considered, a lead agency may analyze the project's vehicle miles traveled qualitatively. Such a qualitative analysis would evaluate factors such as the availability of transit, proximity to other destinations, etc. For many projects, a qualitative analysis of construction traffic may be appropriate.

VMT Metric Options

Lead agencies have the discretion to select their preferred VMT metrics. Visualizations and descriptions of several commonly used VMT metric options are provided below.

Metric	Definition	Visualization
Total VMT	All vehicle trips (i.e., passenger and commercial vehicles) or passenger only vehicle trips are assigned on the network within a specific geographic boundary (i.e., countywide).	
Total VMT generated by a project	All vehicle trips are traced to the zone or zones of study. This includes internal to internal, internal to external, and external to internal trips.	
Residential VMT per resident	All automobile vehicle trips are traced back to the residence of the trip-maker, even non-home-based trips. Calculated by averaging the daily VMT of all residents.	

Metric	Definition	Visualization
Home-based VMT per resident	All automobile vehicle trips that start or end at the home are traced, but non-home-based trips made by residents elsewhere on the network are excluded.	
Home-based work VMT per employee	All automobile trips between home and work are traced.	

More VMT metric types are available on Fehr & Peers' VMT lexicon website[5].

All these metrics have potential use for environmental impact analysis. Choosing the appropriate ones depends on the purpose of the analysis (i.e., air quality versus transportation impacts). The considerations below address this conditional aspect of VMT metrics.

Metric Recommendations

The following VMT metrics are recommended for use in VMT impact analysis according to the specific type of project and analysis. These metrics are selected based on their alignment with CEQA guidance, ability to capture travel behavior changes from land use changes, and data availability. Each metric supports a different planning purpose, ranging from project-level screening to programmatic cumulative impact analysis.

- Total VMT (by speed bin) – Used for air quality, energy, GHG and transportation impact analysis.
- Total project generated VMT – Used for air quality, energy GHG, and transportation impact analysis.
- Residential VMT per resident and Home-based VMT per resident - Used for transportation impact screening and analysis of residential projects. If available, Residential VMT per resident is the preferred metric, as it encompasses all travel behavior of residents rather than just trips to or from home.

[5] https://www.fehrandpeers.com/wp-content/uploads/2025/04/VMT-Lexicon.pdf

- Home-based work VMT per employee – Used for transportation impact screening and analysis of work-related land uses. It isolates commute trips, which are relevant for work-based projects and reflects the destination-end travel demand.

Of these metrics, the OPR *Technical Advisory on Evaluating Transportation Impacts in CEQA* recommends the following uses for VMT impact analysis.

- Use Total VMT for retail and similar land use projects.
- Use Residential VMT per resident or Home-based VMT per resident for residential land use projects.
- Use Home-based work VMT per employee for office projects.

Baseline data for most of the metrics above can be produced by Replica while VMTIndex provides home-based VMT per resident and home-based work VMT per employee.

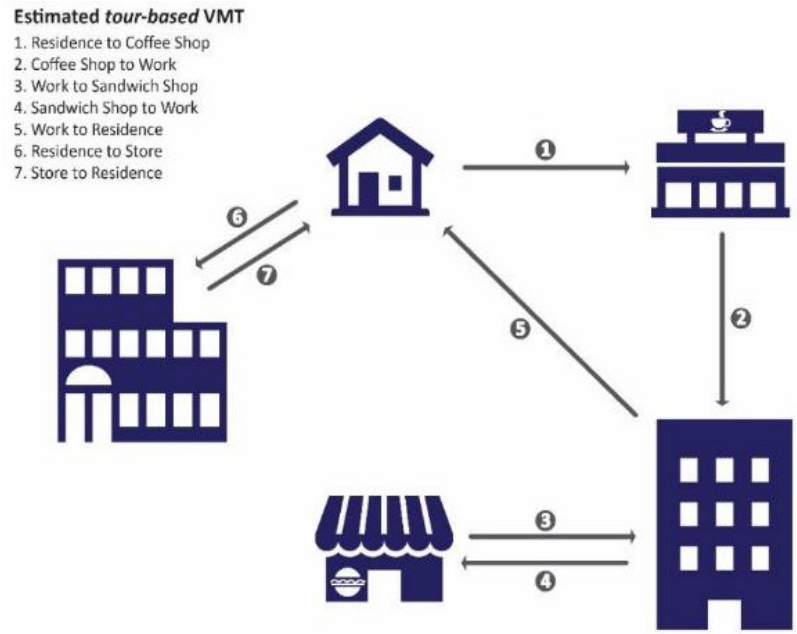
Baseline VMT Data

Replica

Replica is a nationwide activity-based travel demand model with detail down to the census block group and local street level. Replica uses a number of data sources to inform its model, including connected vehicle, location-based services, and public traffic and transit data; however, because of the scale, it is not calibrated and fully validated using industry standard approaches for specific local areas like Mariposa County. Replica simulates people's activities on a typical weekday and tracks travel of individuals throughout the day in "trip tours."

Figure A1 represents the potential trips (and the VMT associated with those trips) that could be estimated in a travel demand model such as Replica.

Figure A1: Typical household daily travel in tour-based travel model



Replica provides VMT per capita metrics based on the travel behavior of study area residents, employees, and visitors. For Total Network VMT, the estimates also include the contribution from truck travel in the county. All of the data collected from Replica comes from their Places dataset representing typical weekday conditions.[6] More details on the available metrics are as follows:

- **Total Resident-generated ('Residential') VMT per resident** represents the average total VMT of residents of Mariposa County divided by the total resident population. All trips that are made by residents are captured and accounted for with this metric, encompassing all trips (trips 1 through 7) in **Figure A1**.
    - Total Resident VMT is available through Replica's Places dashboard. The values reported for this metric is a default data product calculated by Replica and is available in the dashboard.
- **Home-based (HBx) VMT per resident** represents exclusively VMT from trips that start or end at a residence within the County, divided by the total resident population. Home-based VMT includes trips 1, 5, 6, and 7 from **Figure A1**.
    - HBx VMT per resident is calculated by exporting the individual trips filtered to "Home Location" is in Mariposa County. After filtering down to the residents, the following filters are applied; "Primary Mode": private auto, taxi/TNC, "Trip Origin Building Use": MF residential, SF residential. All trip lengths are then summed up and divided by the number of residents.
- **Home-based work (HBW) VMT per employee** represents exclusively VMT from trips to/from home made by employees that work inside of Mariposa County, divided by the total employee population. This would include trip 5 in **Figure A1.**
    - HBW VMT per employee is calculated by exporting the individual trips filtered to "Work Location" is in Mariposa County. After filtering down to the employees, the following filters are applied; Primary Mode": private auto, taxi/TNC, "Trip Origin Building Use": MF residential, SF residential, "Trip purpose": Work, "Tour Type": Commute. All trip lengths are then summed up and divided by the number of employees.
- **Total Visitor-generated VMT per Visitor**[7] represents VMT for all trips that begin and/or end in the County for people who do not reside or work within Mariposa County.
    - Total Visitor VMT per Visitor is calculated by exporting the individual trips filtered to "Resident/Visitor Status" equals Visitor to region. After filtering down to the visitors, only one filter is applied—"Primary Mode": private auto, taxi/TNC. All trip lengths are then summed up and divided by the number of visitors.
- **Total Network VMT** represents all VMT within the county. Calculated by obtaining the volume for each link and multiplying it by the length of each link.

Table A1 presents these metrics for Mariposa County.

[6] Replica Places dataset the complete activities and movements of residents, visitors, and commercial vehicles in a region on a typical day of a given season. (http://help.replicahq.com/en/articles/4676759-seasonal-places-data-overview)

[7] Replica defines a "visitor" as: *Visitors are people who do not normally live or work in the Replica region, and either stayed overnight in the region, or entered and exited via a "port of entry" (usually an airport) the same day.*

Table A1: Replica VMT Analysis Results – Typical Weekday

Metric	2019	2022
Total Resident-generated VMT per resident[1]	54.0	48.5
Home-based VMT per resident	29.3	28.0
Home-based work VMT per employee[1]	22.8	23.1
Total Visitor-generated VMT per Visitor	16.4	14.8
Total Network VMT	875,235	778,543

Notes: [1] Includes trips originating or destined outside Mariposa County.
Source: Replica, 2024.

Figure A2 and **Figure A3** present the resident-generated VMT per resident at the Census Block Group level throughout the county in 2019 and 2022. **Figure A4** and **Figure A5** display the home-based (HBx) VMT per capita data at the Census Block Group level in 2019 and 2022. **Figure A6** and **Figure A7** display the home-based work (HBW) VMT per employee data at the Census Block Group level in 2019 and 2022. All three metrics indicate that VMT is lower near the town of Mariposa. The contrast is particularly evident in the total resident-generated VMT per resident metric, with more populated block groups showing higher values compared to less populated ones. Additionally, some of the less populated block groups to the east and northeast exhibit lower home-based VMT for both employees and residents.

The Total Network VMT estimate in Table 1 reveals a decline from 2019 to 2022, which aligns with the overall COVID-19 pandemic effects. However, the magnitude of the estimates is higher than the Caltrans Highway Performance Monitoring System (HPMS) for these same years. The HPMS estimates are 791,770 and 558,050 for 2019 and 2022, respectively. Since HPMS estimates are also based on a model that lacks local calibration and validation, the differences do not suggest that the Replica estimates are not reasonable. Instead, it suggests additional validation is warranted to verify their reasonableness.

Fehr & Peers' VMTIndex

Fehr & Peers' VMTIndex tool estimates VMT per capita for all census block groups in California. VMTIndex utilizes a custom data set from StreetLight Data, which is based on anonymized locational records passively collected from smartphones and connected vehicles. The tool provides home-based VMT per resident and home-based work VMT per worker estimates. Data from both 2019 and 2022 are provided.

As of 2022, StreetLight modified their data sources which has changed the methodology regarding trips and trip purposes. Because of this change VMT is not able to be summarized by trip purposes for years proceeding 2022. This limits StreetLight's usability as a VMT baseline since it will have a shorter lifespan where it will constitute an accurate baseline VMT.

The home-based VMT per capita estimates include all home-based vehicle trips, which are traced back to the residence of the trip-maker (i.e. home to work, grocery shop to home). Non-home-based trips (i.e. from the grocery store to the coffee shop) and commercial vehicle trips (trucks) are excluded. The home-based work VMT per employee estimates include only trips to and from work. This estimate does not include other work-based trips (i.e. going from work to a grocery store).

As shown in **Table A2**, according to the VMTIndex tool, the home-based VMT per capita in Mariposa County was 32.2 in 2019 and 34.5 in 2022, and home-based work VMT per employee was 22.9 in 2019 and 23.4 in 2022.

Figure A8 and Figure A9 present the home-based VMT per capita at the Census Block Group level throughout the county. **Figure A8 and Figure A10** displays the home-based work VMT per employee data. These maps show which areas of the county have higher VMT results than the average for the county.

Overall, for the county both home-based VMT per capita and home-based work VMT per employee increased from 2019 to 2022. The block groups in the county to the northeast of the town of Mariposa had VMT decreases from 2019 to 2022 and the block groups near the town of Mariposa increased both VMT metrics.

Table A2: VMTIndex Results in Mariposa County

Metric	2019	2022
Home-based VMT per Capita	32.2	34.5
Home-based work VMT per Employee	22.9	23.4

Source: VMTIndex, Fehr & Peers, 2024. StreetLight. https://www.fehrandpeers.com/project/find-my-vmt/

California Statewide Travel Demand Model (CSTDM)

The California Statewide Travel Demand Model (CSTDM) is a travel demand model operated by the California Department of Transportation (Caltrans). The model provides Caltrans and other agencies with an activity-based travel demand model that can forecast short and long-distance travel by California residents, workers, and commercial vehicles. As a statewide model, it is not calibrated and validated for local level or project-scale estimates and forecasts so its reasonableness for CEQA applications is limited off the shelf.

Fehr & Peers used outputs from the CSTDM to isolate the components of VMT based on trip purpose and traveler type. Specifically, the home-based vehicle trips and multiplied them by the associated trip lengths to calculate total VMT by trip purpose.

The CSTDM consists of only three Transportation Analysis Zones (TAZs) that represent Mariposa County. The total population of Mariposa County in the 2015 base year model is 17,791 with daily total home-based VMT of 247,294. The total employees of Mariposa County in the 2015 base year model is 7,404 with daily total home-based work VMT of 35,539.

The CSTDM provides estimates Home-based VMT per resident and Home-based work VMT per employee. **Table A3** shows the estimates for the 2015 base year home-based VMT per capita at 13.9 and the home-based work VMT per employee at 4.8.

Table A3: California Statewide Travel Demand Model VMT Results in Mariposa County

Metric	Value
Home-based VMT per Capita	13.9
Home-based work VMT per Employee	4.8

Source: Fehr & Peers, 2025.

Because these numbers are so much lower than the other data sources and the base year is older than the other data sources, it is not advised that the CSTDM is used to establish baseline VMT information, or to estimate project influence on VMT.

Recommendation & Conclusions

Table A4 highlights the key differences among these data sources, providing a comparison to aid in selecting the most suitable metrics and estimates for SB 743 analysis. Each source provides estimates that can be used to provide VMT generation rates and to calculate VMT thresholds for land use projects in Mariposa County. However, the CSTDM has significant limitations due to its geographic scale and pre-pandemic calibration. The County is represented by seven large TAZs that are not sufficient to capture the local land use context of the County. Further, the 2015 baseline does not adequately represent post-pandemic travel behavior and changes since 2015 like higher work-from-home rates.

Replica and VMTIndex meet all the necessary requirements for SB 743 but do not include the ability to forecast changes in VMT due to individual land use projects. In addition, VMTIndex does not provide estimates of total VMT or total VMT generated by the County. While not necessary for SB 743 analysis, these metrics are commonly used in other CEQA analysis for air quality, GHG, and energy impact analysis. These metrics can be obtained separately using StreetLight data, but that requires additional data purchase.

While Replica and VMTIndex do not have forecasting capabilities, their VMT estimates can be adjusted to account for individual land use project features through separate analysis. As such, the VMT generation rates at the Census Block Group level are a useful starting point for individual projects.

Table A4: Key Differences of Data Sources for SB 743 Analysis

	VMTIndex	CSTDM	Replica
Base Year Data Year	2019 and 2022	2015	2019 to 2024[1]
Geography Breakdown	Census Block Group	TAZ (only three for the whole county)	Census Block Group[2]
Data Validation	Limited Validation for 2019[3,4]	Limited Validation for 2015[3]	3rd Party Validation Not Available for CA/NV[3]
Avoids truncating trips at model boundaries	Yes	No	Yes
Generates Home-based VMT per resident	Yes	Yes	Yes
Generates Home-based VMT per employee	Yes	Yes	Yes
Generates residential VMT per resident	No	Yes	Yes
Generates total VMT	No	Yes, but requires programming to define metric and boundary and then running of the model	Yes, but requires use of data filters or specifications to define area and metric and then running query
Generates total VMT generated by a project	No	Maybe for projects large enough to affect a TAZ	No

Notes: 1. Replica provides seasonal data for each of the years from 2019 and 2024 including spring and fall.
2. Replica allows users to upload customized geography boundaries.
3. No static or dynamic validation for local study area (Mariposa County) or for specific VMT metrics of interest.
4. Validation documentation available here.
Source: Fehr & Peers, 2025.

Appendix B: VMT Thresholds Decisions

This appendix summarizes the VMT impact significance threshold options and recommendations that could be used in Mariposa County to comply with SB 743.

OPR VMT Threshold Recommendations

SB 743 includes the following legislative intent statements, which were used to help guide OPR's VMT threshold recommendations.

- *New methodologies under the California Environmental Quality Act are needed for evaluating transportation impacts that are better able to promote the state's goals of reducing greenhouse gas emissions and traffic-related air pollution, promoting the development of a multimodal transportation system, and providing clean, efficient access to destinations.*
- *More appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.*

To support these legislative intent statements, threshold recommendations are found in Section 15064.3 of the 2018 CEQA Guidelines amendments. and the *Technical Advisory on Evaluating Transportation Impacts in CEQA,* California Governor's Office of Planning and Research (OPR) (December 2018). Specific excerpts and threshold highlights are provided below.

> CEQA Guidelines Section 15064.3
>
> *(b) Criteria for Analyzing Transportation Impacts.*
>
> *(1) Land Use Projects. Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact.*
>
> *(2) Transportation Projects. Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact. For roadway capacity projects, agencies have discretion to determine the appropriate measure of transportation impact consistent with CEQA and other applicable requirements. To the extent that such impacts have already been adequately addressed at a programmatic level, such as in a regional transportation plan EIR, a lead agency may tier from that analysis as provided in Section 15152.*

> Technical Advisory on Evaluating Transportation Impacts in CEQA (page 10)
>
> *Based on OPR's extensive review of the applicable research, and in light of an assessment by the California Air Resources Board quantifying the need for VMT reduction in order to meet the State's long-term climate goals, OPR recommends that a per capita or per employee VMT that is fifteen percent below that of existing development may be a reasonable threshold.*
>
> Technical Advisory on Evaluating Transportation Impacts in CEQA – Rural Projects Outside of Metropolitan Planning Organizations (MPOs) (page 19)
>
> *In rural areas of non-MPO counties (i.e., areas not near established or incorporated cities or towns), fewer options may be available for reducing VMT, and significance thresholds may be best determined on a case-by-case basis. Note, however, that clustered small towns and small town main streets may have substantial VMT benefits compared to isolated rural development, similar to the transit oriented development described above.*

The recognition that rural areas are different is consistent with the flexibility provided by CEQA Guidelines Section 15064(b)(1). In these areas, VMT per resident or per worker tends to be higher than in urban areas. Although mitigation may be less feasible in rural areas due to longer distances between origins and destinations and limited travel mode choices, such differences in mitigation feasibility are not a reasonable basis to justify lower VMT thresholds compared to urban areas. This issue is discussed in more detail below.

These (and the other) threshold recommendations in the *Technical Advisory* are intended to help achieve the state's GHG reduction goals and targets considered in development of OPR's *Technical Advisory* as follows;

- Assembly Bill 32 (2006) requires statewide greenhouse gas reductions to 1990 levels by 2020 and continued reductions beyond 2020.
- Senate Bill 32 (2016) requires at least a 40 percent reduction in greenhouse gas emissions by 2030.
- Pursuant to Senate Bill 375 (2008), the California Air Resources Board establishes greenhouse gas reduction targets for MPOs to achieve based on land use patterns and transportation systems specified in Regional Transportation Plans and Sustainable Community Strategies. At the time the *Technical Advisory* was released, target reductions by 2035 for the largest MPOs ranged from 13% to 16%. The current targets for these MPOs are 19%.
- Executive Order B-30-15 (2015) sets a GHG emissions reduction target of 40 percent below 1990 levels by 2030.
- Executive Order S-3-05 (2005) sets a GHG emissions reduction target of 80 percent below 1990 levels by 2050.
- Executive Order B-16-12 (2012) specifies a GHG emissions reduction target of 80 percent below 1990 levels by 2050 specifically for transportation.
- Senate Bill 391 requires the California Transportation Plan to support 80 percent reduction in GHGs below 1990 levels by 2050.
- The California Air Resources Board Mobile Source Strategy (2016) describes California's strategy for containing air pollutant emissions from vehicles and quantifies VMT growth compatible with achieving state targets.

- The California Air Resources Board's 2017 Climate Change Scoping Plan Update: The Strategy for Achieving California's 2030 Greenhouse Gas Target describes California's strategy for reducing greenhouse gas emissions from vehicles and quantifies VMT growth compatible with achieving state targets.
- The Caltrans Strategic Management Plan (2015) calls for a 15 percent reduction in VMT per capita compared to 2010 levels by 2020.
- Executive Order B-55-18 (2018) established an additional statewide goal of achieving carbon neutrality as soon as possible, but no later than 2045, and maintaining net negative emissions thereafter.

Lead agencies should note that the OPR-recommended VMT thresholds are focused on GHG reduction goals. As OPR's *Technical Advisory* (p. 8) explains,

> The VMT metric can support the three statutory goals: "the reduction of greenhouse gas emissions, the development of multimodal transportation networks, *and* a diversity of land uses." (Public Resources Code, § 21099, subdivision (b)(1), emphasis added.) However, in order for it to promote and support all three, lead agencies should select a significance threshold that aligns with state law on all three. State law concerning the development of multimodal transportation networks and diversity of land uses requires planning for and prioritizing increases in complete streets and infill development, but does not mandate a particular depth of implementation that could translate into a particular threshold of significance. Meanwhile, the State has clear quantitative targets for GHG emissions reduction set forth in law and based on scientific consensus, and the depth of VMT reduction needed to achieve those targets has been quantified. Tying VMT thresholds to GHG reduction also supports the two other statutory goals. Therefore, to ensure adequate analysis of transportation impacts, OPR recommends using quantitative VMT thresholds linked to GHG reduction targets when methods exist to do so.

While SB 743 legislative objectives include reduction in GHG emissions, OPR's Technical Advisory focuses less on the other legislative objectives to encourage infill development and promote active transportation. SB 743 [Section 21099(b)(1)] also makes it explicit that criteria for determining the significance of transportation impacts shall promote "*…the reduction of greenhouse gas emissions, the development of multimodal networks, and a diversity of land uses.*" If GHG impacts are already being adequately addressed in another CEQA section, then more evidence may be desired about VMT threshold relationships to the other criteria. In particular, how should lead agencies balance the accommodation of housing needs that contribute to land use diversity but also contribute to VMT increases? Given the status of housing supply shortages and affordability in California, this is not a small issue. The use of VMT as an impact metric will likely trigger more significant impacts in suburban and rural areas that have the highest VMT generation rates and limited or costly mitigation options. Adding more impact mitigation costs to suburban and rural housing projects may be counter to land use diversity and adequate/affordable housing goals.

Threshold Recommendations by Land Use Type

Specific numerical VMT thresholds for residential, office (work-related), and retail land uses from the *Technical Advisory* are summarized below.

- Residential projects – A proposed project exceeding a level of 15 percent below existing (baseline) VMT per capita may indicate a significant transportation impact. Existing VMT per capita may be measured as regional VMT per capita, a citywide VMT per capita, or as geographic sub-area VMT per capita. Lead agencies should determine their VMT metric so that project applicants apply a consistent threshold.
- Office projects – A proposed project exceeding a level of 15 percent below existing (baseline) regional VMT per employee may indicate a significant transportation impact.
- Retail projects – A net increase in total VMT may indicate a significant transportation impact.
- Mixed-use projects – Lead agencies can evaluate each component of a mixed-use project independently and apply the significance threshold for each project type included (e.g., residential and retail). Alternatively, a lead agency may consider only the project's dominant use. In the analysis of each use, a project should take credit for internal capture.
- Other non-residential project types – OPR recommends using the quantified thresholds above (page 17), thus a proposed project exceeding a level of 15 percent below existing regional VMT per employee for the proposed non-residential project type or resulting in a net increase in total VMT may be considered significant. Lead agencies, using more location-specific information, may develop their own more specific thresholds, which may include other land use types.
- Redevelopment projects – Where a project replaces existing VMT-generating land uses, if the replacement leads to a net overall decrease in VMT, the project would lead to a less-than-significant transportation impact. If the project leads to a net overall increase in VMT, then the thresholds described above should apply.

As shown above, OPR does not make consistent recommendations for employment land use projects. In some cases, OPR recommends a 15-percent reduction in per capita VMT, in some cases no increase in total VMT, and in some cases OPR leaves threshold selection to jurisdiction discretion. Evidence is lacking on what justifies different treatments across different land use types. Lead agencies that use the above thresholds should be prepared to justify their reasoning and be able to explain it to project applicants, decision makers, and the public.

The 15 percent reductions specified in the *Technical Advisory* are based on light-duty vehicle VMT (i.e., passenger cars and light trucks). They were also included before completion of ARB modeling of MPO regional transportation plan/sustainable communities strategies (RTP/SCSs). The 2018 ARB *Scoping Plan* and *Mobile Source Strategy* identifies that a 14.3 percent reduction in total VMT or a 16.8-percent reduction in light-duty vehicle VMT per capita from baseline levels (the average of years 2015-2018) is necessary to meet state GHG reduction goals by 2050. These reduction values are based on a fair share estimate of new development's responsibility for VMT reduction and presume that all 2050 California residents will be performing at the reduced VMT levels. If existing residents (those present in 2018) do not change their travel behavior and the full reduction in VMT was allocated to new growth, then the reduction goal would be much higher. Further, if VMT per capita trends continue to increase as noted in the *2018 Progress Report California's Sustainable Communities and Climate Protection Act*, California Air Resources Board, November 2018, then these reduction percentage values must increase. In fact, in the updated ARB 2022 *Scoping Plan*, VMT

reduction targets were updated to 25% per capita reduction compared to 2019 levels by 2030, and 30% by 2045.

Cumulative Impacts

A key consideration for cumulative scenarios is whether the rate of VMT generation gets better or worse in the long-term. If the rate is trending down over time, then the project level analysis may suffice. However, the trend direction must be supported with substantial evidence. This creates a potential issue for VMT because per capita VMT rates in California have been increasing. The chart below from the *2022 Scoping Plan for Achieving Carbon Neutrality* (California Air Resources Board, 2022) shows VMT per capita increasing in recent years. At a minimum, this evidence should be disclosed as part of the VMT impact analysis. Lead agencies should also determine whether this may constitute sufficient evidence to require a cumulative analysis to verify the baseline plus project VMT impact conclusions. The basic question to answer is whether a less than significant impact conclusion under baseline plus project conditions would be reasonably sustained long-term if background VMT per capita trends are increasing.

Choosing VMT Metrics for Thresholds

The CEQA Guidelines explain "A lead agency has discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled, including whether to express the change *in absolute terms, per capita, per household or in any other measure*." (Emphasis added; CEQA Guidelines, § 15064.3(b)(4).) OPR's guidance also recommends measuring VMT in absolute terms, which measures the total VMT in an area with and without the project. This approach is consistent with traditional CEQA analyses that measure impacts in comparison to existing conditions and with OPR's CEQA Guidelines amendments and *Technical Advisory*, which state that (1) "Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact." (CEQA Guidelines § 15064.3(b)(1).) (2) "Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact." ((CEQA Guidelines § 15064.3(b)(2).) (3) "Where development decreases VMT, lead agencies should consider the impact to be less than significant," (OPR *Technical Advisory*, p. 16.), (4) "Where a project replaces existing VMT-generating land uses, if the replacement leads to a net overall decrease in VMT, the project would lead to a less-than-significant transportation impact." (OPR *Technical Advisory*, p. 17.)

For rural areas outside MPOs, the *Technical Advisory* explains that VMT mitigation options are limited, so thresholds may need to be set on a case-by-case basis. This rationale may not provide the best justification for selecting thresholds. The intent of threshold setting is to determine what change in VMT would constitute a significant environmental impact, considering SB 743's statutory goals and the associated CEQA Guidelines. While land use context is a valid consideration when setting thresholds, so are these goals.

The *Technical Advisory* makes specific VMT threshold recommendations for analyzing the short-term impact of project generated VMT on baseline conditions, but also recommends that VMT analysis consider a project's long-term effects on VMT, The *Technical Advisory* states (p. 6):

> *[W]here methodologies exist that can estimate the full extent of vehicle travel from a project, the lead agency should apply them to do so. Where those VMT effects will grow over time, analyses should consider both a project's short-term and long-term effects on VMT.*

Another factor for consideration is whether the project is consistent with the applicable RTP. Although OPR recommends that such consistency not be the sole basis for transportation impact analysis (p. 22), land use projects that are inconsistent with the RTP may have significant VMT impacts, if they make it more difficult for the region to achieve its SB 375 GHG reduction targets and air quality conformity. However, consistency should not necessarily be based on RTP modeling assumptions alone; rather, such consistency may be based on the overarching goals and policies of the RTP. Consequently, a high-density pedestrian oriented mixed-use development may still further the RTP/SCS objectives even though that project's site was modeled as low density residential.

Threshold Options

As stated, lead agencies have the discretion to select their own VMT thresholds. For Mariposa County and its rural county context, the threshold decision is challenging because state goals to reduce VMT and associated GHG emissions may not fully align with county and local expectations. Also, CEQA compliance involves legal considerations since court challenges can occur over the adequacy of environmental documents. Given the background information above and this setting, six threshold options are presented.

- Option 1 – Apply the CEQA Guidelines thresholds contained in 15064.3.
- Option 2 – Apply the *Technical Advisory* thresholds for jurisdictions within a metropolitan planning organization (MPO) boundary.
- Option 3 – Apply the *Technical Advisory* threshold for rural areas and develop them on a case-by-case basis for each project.
- Option 4 – Set thresholds consistent with the general plan's future year expectations for VMT growth.
- Option 5 – Set thresholds at or below baseline VMT performance, measured in absolute or efficiency metrics.
- Option 6 – Apply a qualitative threshold based on interference with state VMT/GHG reduction goals.

Each threshold option is described in more detail below along with justification for its use.

Option 1 – CEQA Guidelines

As suggested above, the CEQA Guidelines Section 15064.3 can be interpreted as establishing a threshold where 'any' increase in VMT above baseline conditions would constitute a significant VMT impact. This threshold is recommended in the OPR *Technical Advisory* for retail land use projects. Caltrans also supports this threshold for roadway capacity projects stating, "Within MPO areas…, a project that results in an increase in VMT when comparing the future build alternative to the future

no-build alternative (i.e., the VMT is higher under the future build scenario) will generally be considered significant…"[8]

This threshold has the strongest compliance with the CEQA Guidelines but would likely result in most projects having a significant VMT impact. While this would maximize the potential for mitigation to reduce VMT in Mariposa County it would come at the cost of performing more environmental impact reports (EIRs) instead of negative declarations that have been common in the past especially for small projects.

The need for EIRs could be reduced in the county if it performs a general plan update that addresses VMT impacts in the general plan EIR with the explicit objective of taking advantage of CEQA Guidelines Section 15183.[9] This section of the Guidelines relieves a project of additional environmental review if the environmental impact was adequately addressed in the general plan EIR (this means that project-level mitigation to lessen the VMT impact must be included) and the project is consistent with the general plan.

> *15183. Projects Consistent with a Community Plan or Zoning*
>
> *(a) CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies.*

The use of Section 15183 also addresses cumulative impacts as acknowledged in Section 15130(e).

> *15130. Discussion of Cumulative Impacts*
>
> *(e) If a cumulative impact was adequately addressed in a prior EIR for a community plan, zoning action, or general plan, and the project is consistent with that plan or action, then an EIR for such a project should not further analyze that cumulative impact, as provided in Section 15183(j).*

For Mariposa County, addressing transportation VMT impacts in the upcoming General Plan update EIR would streamline subsequent project CEQA reviews and could improve the ability of the jurisdiction to reduce VMT through mitigation programs (i.e., VMT impact fee program, exchange or bank as discussed in the VMT Mitigation Memo for this study).

Option 2 – Technical Advisory MPO Threshold

The OPR *Technical Advisory* contains VMT threshold recommendations that vary by type of project and type of land use as follows.

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[8] *Transportation analysis Under CEQA First Edition, Evaluating Transportation Impacts of State Highway System Projects*, California Department of Transportation, September 2020.

[9] A General Plan EIR can also be used to streamline project-level VMT analysis though other methods such as tiered EIRs (CEQA Guidelines Section 15152) and Program EIRs (CEQA Guidelines Section 15168).

- Residential projects – A proposed project exceeding a level of 15 percent below existing (baseline) VMT per capita may indicate a significant transportation impact. Existing VMT per capita may be measured as regional VMT per capita or as city VMT per capita.[10]
- Office projects – A proposed project exceeding a level of 15 percent below existing (baseline) regional VMT per employee may indicate a significant transportation impact.
- Retail projects greater than 50,000 square feet – A net increase in total VMT may indicate a significant transportation impact.
- Mixed-use projects – Lead agencies can evaluate each component of a mixed-use project independently and apply the significance threshold for each project type included (e.g., residential and retail). Alternatively, a lead agency may consider only the project's dominant use. In the analysis of each use, a project should take credit for internal capture.
- Other project types – The *Technical Advisory* recommends that lead agencies consider the CEQA statute and CEQA Guidelines sections cited above in the development of thresholds for other project types. In addition, the *Technical Advisory* advises avoiding projects or actions that would increase total VMT or encourage development in less travel-efficient locations. This information may indicate that any increase in total VMT could constitute a significant impact.
- Redevelopment projects – Where a project replaces existing VMT-generating land uses, if the replacement leads to a net overall decrease in VMT, the project would lead to a less-than-significant transportation impact. If the project leads to a net overall increase in VMT, then the thresholds described above should apply.
- Transportation projects – Lead agencies should develop project-level thresholds that consider direct, indirect, and cumulative effects of the project, consistency with state GHG reduction goals, impact on multimodal networks, and impact on development of a diversity of land uses.

An important question raised by the land use specific thresholds is what evidence exists that treating retail (and potentially 'other project types') differently is justified? One VMT generated by retail has the same environmental impacts as one VMT generated by a residential use.

A limitation of using these recommendations is that the substantial evidence used to justify the thresholds is largely based on the state's air quality and GHG goals. Three issues arise from this reliance.

1. The OPR recommended threshold does not establish a level of VMT reduction that would result in the state meeting its air quality and GHG goals according to the *California Air Resources Board 2022 Scoping Plan-Identified VMT Reductions and Relationship to State Climate Goals* (2022). This may create confusion with air quality and GHG impact analysis in environmental documents, which should already address the influence of VMT.

[10] All references to VMT in the OPR *Technical Advisory* only include passenger vehicle VMT. Commercial vehicle VMT is excluded.

2. The OPR recommended thresholds do not directly reflect expectations related to the other SB 743 objectives related to statewide goals to promote public health through active transportation, infill development, multimodal networks, and a diversity of land uses. Recommending a reduction below baseline levels is consistent with these objectives. but the numerical value has not been tied to specific statewide values for each objective or goal.

3. State policies for air quality and GHG reductions may not align with local/lead agency policies. Using state policies for a local lead agency threshold may create inconsistencies with local general plans.

In the updated ARB 2022 *Scoping Plan*, VMT reduction targets are updated to 25% per capita reduction compared to 2019 levels by 2030, and 30% by 2045. While this evidence is tied largely to the state's emission reduction goals, the proposed VMT reductions associated with this approach to thresholds would also be supportive of multimodal networks, infill development, and greater land use diversity.

One benefit of relying on ARB for a threshold recommendation is the CEQA Guidelines provision in Section 15064.7(c) below.

> *When adopting or using thresholds of significance, a lead agency may consider thresholds of significance previously adopted or recommended by other public agencies or recommended by experts, provided the decision of the lead agency to adopt such thresholds is supported by substantial evidence.*

ARB meets the criteria of being a public agency and having noted expertise in the areas of VMT and climate policy.

One other agency threshold to consider is based on Caltrans guidance. The Local Development-Intergovernmental Review (LD-IGR) Branch at Caltrans (https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/local-development-intergovernmental-review) seeks to reduce potential adverse impacts of local development on the state transportation system. As part of its responsibilities, each district branch performs reviews of CEQA environmental documents for local land use projects. These reviews include providing recommendations for transportation impact analysis such as metrics and thresholds.

When Caltrans reviews CEQA documents, they may function as a reviewing agency or a responsible agency. In a responsible agency role, Caltrans has approval authority over some component of the project such as an encroachment permit for access to the state highway system. Comments from Caltrans should be adequately addressed, and special attention should be paid to those comments when Caltrans serves as a responsible agency because an adequate response may be required to obtain their required approval.

Caltrans released an update to their Transportation Impact Study Guide (TISG)[11] in 2020. Key points from this document include the following:

[11] Caltrans TISG, 2020: https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/sb-743/2020-02-26-transmittal-and-draft-vmt-focused-tisg.pdf

- Caltrans recommends use of OPR's recommended thresholds for land use projects.
- Caltrans supports CEQA streamlining for land use projects in transit priority areas and areas with existing low VMT, as described in OPR's *Technical Advisory*.
- Caltrans recommends following the guidance on methods of VMT assessment found in OPR's *Technical Advisory*.
- Caltrans comments on a CEQA document may note methodological deviations from those methods and may recommend that significance determinations and mitigation be aligned with state GHG reduction goals as articulated in that guidance, ARB's *Scoping Plan*, and related documentation.
- In rural areas, Caltrans may comment requesting VMT-reducing strategies for the rural area be included programmatically, including at the General Plan level, for example. Caltrans will also recommend establishment of programs or methods to reduce VMT and support appropriate bicycle, pedestrian, and transit infrastructure, services or incentives.

With Caltrans endorsement of the recommended OPR thresholds, lead agencies could choose to rely on this threshold as their own, treat it as a state VMT threshold related to project traffic use of the state highway system, or disclose it in their environmental documents as a state agency recommended threshold that does not apply because the jurisdiction has adopted its own VMT thresholds based on local substantial evidence.

Option 3 – Technical Advisory Rural Threshold

In cases where there are no existing models or methods available to estimate VMT, such as the case in Mariposa County, CEQA guidelines section 15064.3c allows a qualitative analysis that evaluates a project for factors such as proximity to other destinations, the availability of transit, etc. As discussed above, the OPR *Technical Advisory* states, "In rural areas of non-MPO counties (i.e., areas not near established or incorporated cities or towns), fewer options may be available for reducing VMT, and significance thresholds may be best determined on a case-by-case basis. Note, however, that clustered small towns and small town main streets may have substantial VMT benefits compared to isolated rural development…."

When determining thresholds on a case-by-case basis, Mariposa County, as the lead agency, could consider the following factors when making a significance determination.

- What are the state expectations for VMT reduction from rural areas? Would the state agree that the amount of new VMT generated is small enough that it would not interfere with the state's ability to achieve desired VMT and GHG emissions reductions?
- What is the land use context and associated lead agency policy for VMT reduction? Since the CEQA Guidelines allow for thresholds to vary based on land use context, the lead agency may consider sensitivity to VMT reduction in different land use contexts (i.e., rural areas, small towns, and unincorporated community centers).
- Is the project displacing other less efficient development? For example, is the project diverting trips from more distant stores, which results in a net (absolute) VMT reduction, e.g., constructing a grocery store in a food desert? (OPR *Technical Advisory* p. 30)

For rural areas, the Caltrans Transportation Impact Study Guide (TISG, 2020) is consistent with the *Technical Advisory* guidance, and provides the following advice:

> OPR's *Technical Advisory* indicates significance thresholds for projects in rural areas of non-MPO counties may be best determined on a case-by-case basis. In these rural areas, programmatic VMT mitigation is sometimes the most effective. Caltrans may comment requesting VMT-reducing strategies for the rural area be included programmatically, including at the General Plan level, for example. Caltrans will also recommend establishment of programs or methods to reduce VMT and support appropriate bicycle, pedestrian, and transit infrastructure, services, or incentives.

Option 4 – Set Thresholds Consistent with the General Plan

VMT is a composite metric that is created as an output of combining a community's long-term population and growth projections with its long-term transportation network (e.g., as reflected in the general plan). Other variables are also in play related to travel behavior, but land use changes and transportation network modifications are the items largely influenced or controlled by cities and counties. As such, to the extent total VMT across the jurisdiction has been estimated in general plan EIRs or other studies, each jurisdiction already has a total VMT growth "budget." This is the amount of absolute VMT change that is forecast to be caused from implementing the jurisdiction's General Plan. This VMT growth has already been planned for and determined to be "acceptable" by the jurisdiction. Regional planning agencies also incorporate the general plan growth as input to their RTPs and associated environmental impact analysis. This level of VMT could serve as the basis of a VMT threshold expressed as absolute VMT growth or as a VMT efficiency metric based on the future year VMT per capita or VMT per employee. Projects that would result in exceedances of projected future VMT would be considered to have a significant impact.

Mariposa County is updating their General Plan, however the currently adopted General Plan (2006) is limited with no direct policies or strategies related to VMT or its reduction. The general plan has policies that align with transportation demand management (TDM) strategies that could result in reduced VMT:

- **Goal 5–2:** Create land use density and development patterns to manage growth in patterns avoiding sprawl.
    - **Policy 5-2a:** Ensure that development shall occur first where services are located. Implementation
    - **Measure 5-2a(1):** Development shall grow outward from Planning Areas and Residential Areas with available services.
- **Goal 9-3:** Create a bicycle, pedestrian, and equestrian system for recreation and transportation use.

- **Goal 9-2:** Maintain an effective transit system.

These goal and policy expectations could be treated as a checklist in assessing potential VMT impacts. Land use projects consistent with the general plan land use element and consistent with these expectations, could be found to have less than significant VMT impacts.

Option 5 – Set Thresholds At or Below Baseline VMT Performance

As noted above, an impact under CEQA begins with a change to the existing or baseline environment. There are a range of approaches to using this starting point for VMT impact analysis. At one end of the spectrum is "total daily VMT" generated under baseline conditions. Setting this value as the threshold for a jurisdiction basically creates a benchmark where any increase would be a significant impact. Alternatively, the baseline of VMT per capita or VMT per employee could be used to establish an efficiency metric basis for impact evaluation. Using this form of VMT would mean that future land use projects would be expected to perform no worse than existing land use projects and only projects that cause an increase in the rate of VMT generation would cause significant impacts. Baseline VMT per capita estimates are available from commercial data vendors like StreetLight and Replica. These estimates are typically available at the Census block group level, which is sufficient for the review of most projects involving common land uses.

Since VMT will increase or fluctuate with population and employment growth, changes in economic activity, and expansion of new vehicle travel choices (i.e., Uber, Lyft, autonomous vehicles, etc.), expressing VMT measurement in an efficiency metric form allows for more direct comparisons to baseline conditions for land use projects and land use plans.

Under this option, baseline plus project analysis may suffice for both project and cumulative purposes unless VMT trends are increasing over time. At a minimum, a qualitative assessment of RTP and General Plan consistency should still be included to verify the project avoids jeopardizing the air quality conformity and GHG reduction performance of other relevant plans.

Option 6 – Interference with State Ability to Meet VMT/GHG Reduction Goals

Considering the information above, expectations for VMT reduction are largely coming from the state as part of GHG reduction goals but without a specific legal requirement that a local agency reduce VMT levels. Local jurisdictions may value VMT reduction differently than the state, which could influence their decision about what amount of VMT change should be deemed unacceptable such that a significant impact would occur. Lead agencies have discretion to set their own thresholds as outlined in CEQA Guidelines Section 15064.

> *15064.(b)(1) The determination of whether a project may have a significant effect on the environment calls for careful judgment on the part of the public agency involved, based to the extent possible on scientific and factual data**. An ironclad definition of significant effect is not always possible because the significance of an activity may vary with the setting. For example, an activity which may not be significant in an urban area may be significant in a rural area**.*

Therefore, the following VMT significance threshold is designed to help lead agencies balance local and state expectations.

- *The proposed project will cause a significant VMT impact if its implementation substantially interferes with achievement of VMT reduction goals of the state consistent with CARB's 2022 (or latest) Scoping Plan.*

This threshold recognizes that VMT reduction is tied to state GHG reduction goals and allows a lead agency to assess VMT impacts of local projects based on whether they would interfere or prevent the state from taking actions necessary to reduce VMT consistent with state goals. The state has the authority to implement a wide variety of actions that could effectively reduce VMT such as higher gas taxes, a new VMT tax, new tolls, etc. Local projects that do not interfere with this authority could reflect that outcome as part of their VMT impact analysis using this threshold. The project's environmental review document should still disclose relevant information about how the project's VMT performance compares to applicable threshold recommendations from state agencies such as OPR and ARB, but this information would not be used as the basis for a significance conclusion.

Recommendation

So how should lead agencies approach VMT threshold setting given their discretion and the legal risk associated with CEQA compliance? Since an impact under CEQA is a change to the existing environment, a starting level for potential thresholds is the baseline. This line of thinking would support Option 1 and would likely have the strongest evidence basis for making significance determinations. However, many lead agencies and project applicants are not prepared for the changes in CEQA documentation that would likely occur under this option where most projects would have a significant VMT impact. The option also ignores the positive role that VMT can play in the economy and quality of life. Considering the remaining options, the differences are certainly stark and have not been tested in the courts.

Options 2 and 3 comply with state expectations as expressed through CEQA guidance prepared by OPR, ARB, and Caltrans. Since Mariposa qualifies as a rural county, Option 3 could be appropriate especially if combined with Option 4 to ensure that the general plan consistency is included. This combination; however, does not include a quantitative basis for evaluation and may require too much subjectivity. Option 5 creates the expectation that land uses within new development projects should perform similar to existing land uses in the county and should be consistent with the General Plan and RTP. This is a useful framing for an initial VMT threshold in the county until the general plan update is completed and more specific expectations for VMT reductions are established in consideration of other county objectives.

Option 6 would typically result in local land use projects being found to have less than significant VMT impacts because they would not interfere with the state's ability to achieve desired VMT reductions through state actions. This is supported by evidence but involves uncertainty without court validation. Given the litigious nature of CEQA, Option 6 involves more risk associated with CEQA compliance but this type of information could be useful to include in future project environmental reviews to help substantiate VMT impact findings.

Regardless of the specific threshold a lead agency selects, they will still need to consider other substantial evidence related to VMT impacts when analyzing specific projects and making VMT impact significance determinations. This includes information such as the OPR and ARB VMT thresholds, the AB 32 Scoping Plan, the *2022 Progress Report California's Sustainable Communities and Climate Protection Act* progress report on SB 375, and recent VMT data such as reported by StreetLight and Replica. How a lead agency considers this information may vary depending on their specific approach to CEQA and their sensitivity to project opposition and legal risk.

Appendix C: VMT Screening Decisions

As stated in the *Technical Advisory on Evaluating Transportation Impacts in CEQA*[12], California Governor's Office of Planning and Research (April 2018), agencies may use screening thresholds to quickly identify when a project should be expected to cause a less-than-significant impact without conducting a complete study (e.g., CEQA Guidelines, §§ 15063(c)(3)(C), 15128, and Appendix G.) The decision of whether to use screening involves important tradeoffs. While screening may accelerate environmental reviews for some projects, it comes with the risk that the level of analysis would not be sufficient to comply with the expectations for technical adequacy established for CEQA. The following CEQA Guidelines sections are commonly cited in court decisions when evaluating technical adequacy expectations.

> § 15003 (f) = fullest possible protection of the environment…
>
> § 15003 (i) = adequacy, completeness, and good-faith effort at full disclosure…
>
> § 15125 (c) = the EIR must demonstrate that the significant environmental impacts of the proposed project were adequately investigated…
>
> § 15144 = an agency must use its best efforts to find out and disclose…
>
> § 15151 = sufficient analysis to allow a decision which intelligently takes account of environmental consequences…

These expectations generally require a complete analysis that accounts for the project's effects in its specific local context. A recent court decision affirms this statement as summarized below.

> *In Cleveland National Forest Foundation v. County of San Diego (4th Appellate District), the court reviewed the County's use of VMT screening thresholds under CEQA to exempt certain land use projects from further transportation impact analysis. The County had adopted two main thresholds of significance: an "Infill Threshold" for projects located within designated village infill areas, and a "Small Project Threshold" for developments generating fewer than 110 daily vehicle trips. While the court affirmed that CEQA allows agencies to use qualitative thresholds, it stressed that such thresholds must be supported by substantial evidence. The court emphasized that although OPR recommended the 110-trip threshold as a potential screening tool, CEQA requires that lead agencies justify their use of any threshold with data relevant to their jurisdiction. The County did not conduct a localized analysis or present evidence demonstrating that projects below the 110-trip threshold would, in fact, generate less-than-significant VMT in San Diego's unique land use and travel conditions. As a result,*

[12] Referred to as the *Technical Advisory* in the remainder of this document.

> *the court concluded that the County's reliance on the threshold, without further evidence, violated CEQA's requirement for a fact-based determination of environmental significance.*

With these tradeoffs in mind, the remainder of this memo summarizes background information on CEQA exemptions, as well as draft screening criteria that could be applied in Mariposa County.

CEQA Exemptions and General Plan Screening

Screening generally starts with determining if a project is exempt from CEQA review. The CEQA Guidelines contain categorical (15300-15333) and statutory (15260-15285) exemptions. Projects meeting exemption criteria require no CEQA analysis. The next opportunity for screening involves tiering or streamlining review based on previous environmental review of plan-level documents.

The CEQA Guidelines contain provisions for relieving projects of performing impact analysis that have already been adequately performed for the general plan under Section 15183.

> *15183(a) – CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies.*

Rather than analyzing VMT for each proposed land use and transportation project individually, a jurisdiction may choose to complete VMT impact analysis as part of their General Plan Environmental Impact Report (EIR) and make specific use of Section 15183. Setting a VMT significance threshold for the General Plan and analyzing associated VMT impacts in its EIR could relieve projects consistent with the general plan from further VMT impact analysis. In the general plan process, the lead agency will determine if there are significant VMT impacts, mitigate to the extent feasible, and adopt a statement of overriding consideration if the impact cannot be reduced to less than significant. The lead agency can then tier off the General Plan EIR for projects consistent with the General Plan without doing additional VMT impact analysis.

OPR Technical Advisory Recommendations Options

As part of selecting thresholds, lead agencies can also decide if they will allow the use of VMT impact screening as outlined in the *Technical Advisory*. Screening is an optional approach to impact analysis that is intended to streamline the review of projects that can be presumed to have a less than significant VMT impact. Instead of performing a complete VMT impact analysis for these projects, a partial analysis is used to assess whether the less than significant presumption is supported. While this process involves much less time and effort than a complete analysis, it also does not include all of the evidence that would be provided in a complete analysis. Hence, a lead agency is trading off streamlined review against having complete evidence to support the VMT impact finding.

Per the *Technical Advisory*, screening is generally intended for smaller, less complex projects or for projects supportive of SB 743 goals such as affordable housing projects and projects located near high quality transit stations. If a project meets any of the following criteria, it may be presumed to cause a less-than-significant VMT impact without further study. This presumption is not a "safe harbor" but is subject to other substantial evidence verifying the presumption. Local evidence is recommended to support each screening criteria that a lead agency decides to use to verify its applicability. All projects should also be consistent with the general plan as well as the RTP.

The *OPR Technical Advisory* recommends "screening thresholds" to quickly identify when a project should be expected to cause a less-than-significant impact without conducting a detailed study. They include the following:

- *Small Projects*
  Projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant transportation impact

- *Map-Based Screening for Residential and Office Projects*
  Residential and office projects that locate in areas with low VMT, and that incorporate similar features (i.e., density, mix of uses, transit accessibility), will tend to exhibit similarly low VMT

- *Near Transit Stations*
  Projects proposed within ½ mile of an existing major transit or an existing stop along a high-quality transit corridor may have a less-than-significant impact on VMT

- *Affordable Housing*
  A project consisting of a high percentage of affordable housing may be a basis for the lead agency to find a less-than-significant impact on VMT

- *Active Transportation, Transit, and Roadway Capacity Reducing Projects*
  Projects that reduce VMT, such as pedestrian, bicycle, or transit projects, would lead to a less-than-significant impact on VMT. These efforts are consistent with the SB 743 legislative intent to promote active transportation and reduce greenhouse gas emissions.

- *Local-Serving Retail*
  The OPR *Technical Advisory* also notes that local-serving retail projects, typically less than 50,000 square feet, improve retail destination proximity and thus shorten trips and reduce VMT. If defined in local zoning codes, lead agencies may use this definition to screen such projects. However, OPR also notes that lead agencies should also consider any project-specific information, such as market studies or economic impacts analyses, that might bear on customers' travel behavior. Such studies may be particularly relevant when retail projects larger than 50,000 square feet are evaluated.

Analysis of smaller, less complex projects can be simplified by using screening criteria. The OPR *Technical Advisory* suggests that screening thresholds may be used to identify when land use projects should be expected to cause a less-than-significant impact without conducting a detailed study.

Project Type Screening Criteria

The following section describes draft screening criteria for individual project types that may be the most relevant and applicable to Mariposa County. If a project meets any of the following criteria, it may be presumed to cause a less-than-significant VMT impact unless other substantial evidence exists that would disqualify the presumption.

Residential, Office, and Hotel/Lodging Projects in Low-VMT Areas

The use of screening to accelerate CEQA VMT impact reviews is most applicable for projects involving common land uses. The *Technical Advisory* recognized residential, office and retail land uses as typical for most projects. For Mariposa County, hotel/lodging may also be a common land use where screening could be applicable.

The methodology for screening these types of projects involves identifying areas of the county where the existing land use and transportation context already produces VMT per capita conditions below the county's thresholds. Mariposa County, in its discretion as lead agency, decided to use the following VMT significance thresholds for screening and impact analysis purposes.

- Countywide average weekday home-based VMT per resident
- Countywide average weekday home-based work VMT per employee
- Countywide average weekday visitor VMT per visitor

The home-based VMT per resident applies for residential projects. The home-based work VMT per employee may be used for office and other work-related land uses subject to county approval. The visitor VMT per visitor is intended for visitor-oriented land uses like hotel/lodging.[13] Visitor-oriented uses may be unique and not easily screened so county staff should carefully review the methodology below used to derive this metric to ensure its applicability.

[13] Hotels and lodging may be subject to other screening methods based on existing hotel occupancies and type of project. Project examples from past studies are available for review.

The county's threshold decision generally results in planned growth areas ("Planning Areas") of the General Plan being identified as producing existing VMT per capita levels below the thresholds. These areas tend to have a denser development pattern and mix of land uses that reduce the need to make vehicle trips or shorten their length.

Threshold/Screening Data and Methodology

The baseline VMT data collected for Mariposa County, defined in the Baseline VMT Memo, used three different data sources to estimate baseline VMT metrics: Replica, VMTIndex from StreetLight, and Caltrans Statewide Travel Demand Model (CSTDM). As discussed in that memo, the lack of granularity in the CSTDM and the limitations in trip purpose definition of StreetLight data make Replica the recommended option for estimating VMT metrics for CEQA purposes. **Table 1** presents the countywide average VMT metric estimates for each threshold listed above based on the results of Replica's Places dataset.

Table 1. VMT Metric Thresholds for Screening and Impact Analysis by Land Use Type

VMT Metric	Corresponding Land Use Type	County Average VMT
Home-based VMT Per Resident	Residential	48.5
Home-Based Work (HBW) VMT Per Employee	Office	23.4
Visitor VMT Per Visitor	Lodging/Hotel	14.5

Source: Replica Data, Fall 2022. Accessed May 2025.

The County's General Plan directs growth to the Community and Town Planning Areas. For VMT impact screening purposes, we identified the Planning Areas that currently have VMT per capita rates below the countywide average, which is the County's preferred threshold for land use projects. The screening maps in the following sections show which Planning Areas have average VMT metrics below the County average.

EXCEPTION: OUTSIDE OF PLANNING AREAS

While unincorporated areas of the County outside of the Planning Areas were determined to have a below average VMT for all three metrics used, screening was not recommended for non-Planning Areas. This decision is made for the following reasons:

- Screening projects outside of Planning Areas would not contribute to the County's desired locations for future growth as outlined in their General Plan
- Screening projects outside of Planning Areas would not advance the legislative intent of SB 743 related to encouraging infill development and promoting active transportation, which is most viable when land uses are close together.

Residential Projects

Residential project screening would utilize home-based VMT per Resident. **Figure 2** (in the main document) presents the county planning areas that are below the county average of 48.5 Residential VMT per resident based on 2022 Replica data. Coulterville, Catheys Valley, Mariposa, and Midpines planning areas have average VMT below the County average, thus would meet the threshold for residential projects.

Office/Employment Projects

Office (or work-related) project screening would utilize the Home-Based Work (HBW) VMT Per Employee. **Figure 3** presents the county planning study areas that are below the county average of 23.4 HBW VMT per employee based on Replica 2022 data. Don Pedro, Coulterville, Bear Valley, Hornitos, Catheys Valley, Mt. Bullion, Mariposa, Midpines, and Bootjack planning areas have average VMT below the County average, thus would meet the threshold for office projects.

Hotel & Lodging Projects

Hotel & Lodging project screening would utilize two VMT metrics: Visitor VMT Per Visitor and Home-Based Work VMT Per Employee. These two metrics would be utilized to account for the VMT associated with visitors while also considering employment/work-related trips to these land uses. Hotel and lodging uses include standard hotels, motels, timeshares, short-term rentals, etc.)

Figure 4 presents the county planning areas that are below the county average of 14.5 visitor VMT per visitor based on 2022 Replica data. Midpines, El Portal, and Fish Camp planning areas have average VMT below the County average. Notably, planning areas with lower visitor VMT per visitor were nearest Yosemite National Park, the primary reason for tourists/visitors in the County. Combined with the work-related VMT in **Figure 3**, Midpines would be the only planning area where hotel and lodging projects could be screened.

Local/Visitor Serving Retail/Commercial

The *Technical Advisory* recommends that retail projects serving local residents and smaller than 50,000 square feet be presumed to have a less-than-significant impact on VMT. This is based on the rationale that such projects shorten trip lengths by reducing the need for residents to travel longer distances for goods and services. Other local-serving land uses like schools, medical offices/urgent care, etc. could also function in a similar manner. Some retail/commercial uses such as grocery stores, could serve both locals and visitors, and reduce trip lengths for both.

Screening out local serving retail and similar land uses is feasible, but the assessment needs to carefully consider the local land use context and ensure that the addition of the proposed land use would contribute to fewer or shorter vehicle trips for existing residents and visitors.

Affordable Housing

Affordable housing developments may be presumed to result in a less-than-significant VMT impact when the project consists of 100% affordable units as defined by Health and Safety Code §50052.5 and §50053, or as recognized by the local jurisdiction. The *Technical Advisory* states that "residences affordable to low-income households tend to generate less VMT than market-rate units," and therefore may be eligible for screening, particularly when located in a low-VMT area.

While proximity to high-quality transit does not apply in Mariposa County, the presumption may still be valid when affordable or workforce housing is located near local employment centers or reduces commute distances.

Active Transportation, Transit, and Roadway Capacity Reducing Projects

Active transportation and transit projects may be screened from VMT impact analysis as described in the *Technical Advisory,* which states that "projects that reduce VMT, such as pedestrian, bicycle, or transit projects, would not result in a significant transportation impact."

These projects may include sidewalks, shared-use trails, local transit enhancements, or demand-responsive transit systems. These efforts are consistent with the SB 743 legislative intent to promote active transportation and reduce greenhouse gas emissions.

Additionally, the *Technical Advisory* recognizes that reducing roadway capacity (for example, by removing or repurposing motor vehicle travel lanes) will generally reduce VMT and therefore is presumed to cause a less-than-significant impact on transportation.

Excluded Screening Criteria

The following criteria are included in the *Technical Advisory*, but are recommended to be excluded from the County's screening criteria.

Small Projects

Projects that generate fewer than 110 daily vehicle trips may be presumed to result in a less-than-significant VMT impact. This threshold is derived from the *Technical Advisory* as a proxy for projects with a negligible impact on transportation. CEQA provides a categorical exemption for existing facilities, including additions to existing non-residential structures of up to 10,000 square feet, with exceptions (CEQA Guidelines, Section 15301(e)(2).) A 10,000 square foot expansion of an existing office building would be the equivalent of about 110 daily vehicle trips.

The *Technical Advisory* therefore associates the small project screening on the categorical exemption for up to 10,000 square feet of non-residential land use expansion through the proxy of 110 vehicle trips.

While the proxy connection may be logical, no evidence is provided about how much VMT would be generated by 110 vehicle trips nor why this amount of VMT would cause a negligible impact. Use of this criterion also conflicts with the *Technical Advisory* recommendation that 'any' increase in total VMT from retail projects would be significant.

If the County wants to develop a small project criterion, then local evidence needs to be developed that demonstrates why these types of projects do not cause significant VMT impacts while also addressing the concerns raised in the recent *Cleveland National Forest Foundation v. County of San Diego* decision.

Projects located within ½ mile of a high-quality transit station

CEQA Guideline Section 15064.3, subdivision (b)(1), states that lead agencies generally should presume that certain projects proposed within ½ mile of an existing major transit stop or an existing stop along a high-quality transit corridor will have a less-than-significant impact on VMT. A high-quality transit corridor is defined as a corridor with fixed route bus service with service intervals of no longer than 20 minutes during peak commute hours. Therefore, this screening criteria is not applicable for Mariposa County since current transit stations do not qualify under this designation.

Appendix D: VMT Mitigation Measure Technical Details

This appendix provides additional technical details on VMT mitigation measures, including programmatic approaches and limitations on quantifying VMT mitigation.

Programmatic Approaches to VMT Mitigation

In response to the limitations of focusing exclusively on project site strategies, new mitigation concepts are emerging that cover larger areas and rely on community, city, or larger scale programs to achieve VMT reductions. These program-based concepts are outlined below. As with all VMT mitigation, these programs require substantial evidence to demonstrate that the projects included in the programs would achieve the expected VMT reductions. Additionally, the discretionary action to adopt the program may require CEQA review.

VMT Impact Fee Program

This concept resembles a traditional impact fee program in compliance with the mitigation fee act and uses VMT as a metric. The nexus for the fee program would be a VMT reduction goal consistent with the CEQA threshold established by a lead agency for SB 743 purposes. The main difference from a fee program based on a metric such as vehicle LOS is that the VMT reduction nexus results in a capital improvement program (CIP) consisting largely of transit, bicycle, and pedestrian projects. These types of fee programs are time consuming to develop, monitor, and maintain but are recognized as an acceptable form of CEQA mitigation if they can demonstrate that the CIP projects will be fully funded and implemented. The City of Los Angeles is the first city in California to complete a nexus study for this type of program.

VMT Exchange

This concept (along with VMT banks) borrows mitigation approaches from other environmental analysis and mitigations such as wetlands. The concept relies on a project applicant agreeing to implement a predetermined VMT reducing project or proposing a new one in exchange for the ability to develop a VMT-generating project. The mitigation projects may or may not be located near the applicant's project site. The concept requires a facilitating entity (such as the lead agency) to match the VMT generator (the development project) with the VMT reducing project and ensure through substantial evidence that the VMT reduction is valid. Another requirement is a determination of the necessary time period to demonstrate a VMT reduction. For example, how many years of VMT reduction are required to declare a VMT impact less than significant? A final requirement is that

mitigation projects would not have otherwise occurred without the Exchange, which is a condition known as "additionality."

VMT Bank

This concept attempts to create a monetary value for VMT reduction (for example, 50 cents per mile) such that a project applicant could purchase VMT reduction credits. The money exchanged for credits could be applied to local, regional, or state level VMT reduction projects or actions. This program is more complicated than an exchange and would require more time and effort to set up and implement. It would include the requirements above for an exchange, such as mitigation time periods and additionality determinations, while also tackling the unique challenge of estimating how much VMT reduction is associated with each credit and whether this value would change over time based on mitigation performance and new mitigation offerings.

The recently passed Assembly Bill (AB) 130 includes the creation of a statewide VMT mitigation bank through the Department of Housing and Community Development (HCD). Section 21080.44(b)(1) of the Public Resources Code specifically creates this program to fund VMT efficient housing or supportive infrastructure.

> *(b) (1) (A) If a lead agency determines that a project will have a significant transportation impact pursuant to the metrics adopted pursuant to paragraph (1) of subdivision (b) of Section 21099, the lead agency may mitigate the transportation impact to a less than significant level by helping to fund or otherwise facilitating vehicle miles traveled-efficient affordable housing or related infrastructure projects, provided the projects meet the requirements of mitigation measures contained within this division and Chapter 3 of Division 6 of Title 14 of the California Code of Regulations, including by contributing an amount, to be determined pursuant to the office's guidance issued pursuant to subdivision (d), to the Transit-Oriented Development Implementation Fund for purposes of the Transit-Oriented Development Implementation Program.*

Mariposa County could take advantage of this statewide program once HCD determines it is ready to receive funds from lead agencies. As a state program, funds are first directed to be spent within the same region as the project relying on the program for mitigation. Presumably, mitigation dollars generated in Mariposa County would remain in the county but could not be directed to specific communities.

Pros & Cons

Table 2 compares the pros and cons of these three program types. Although implementation of these programs would require an upfront cost, they have several advantages over project site strategies.

- CEQA streamlining – These programs provide a funding mechanism for project mitigation and may require less project-site monitoring to demonstrate that significant impacts are reduced to a less-than-significant level.
- Greater VMT reduction potential – Since these programs involve strategies implemented across a larger area than individual projects, they have the potential to result in greater VMT

reduction. Additionally, these programs expand the amount of feasible mitigation for reducing VMT impacts.

- Legal compliance – The VMT reduction programs can help build a case for a nexus between a VMT impact and funding for capital improvement programs.

One potential disadvantage of the program-based approaches is that they may lead to increased development costs. Adding impact mitigation costs to suburban and rural housing projects may be counter to lead agency land use diversity and adequate/affordable housing goals.

Table 2: VMT Mitigation Program Type Comparison

Program Type	Pros	Cons
Impact Fee Program	• Common and accepted practice • Accepted for CEQA mitigation • Adds certainty to development costs • Allows for community scale mitigation projects • Increases potential VMT reduction compared to project site mitigation only	• Time consuming and expensive to develop and maintain • Requires clear nexus between projects and VMT reduction • Increases mitigation costs for developers because it increases feasible mitigation options
Mitigation Exchange	• Limited complexity • Reduced nexus obligation • Expands mitigation to include costs for programs, operations, and maintenance • Allows for community scale mitigation projects • Increases potential VMT reduction compared to project site mitigation only	• Requires additionality • Potential for mismatch between mitigation need (project site) and mitigation project location • Increases mitigation costs for developers because it increases feasible mitigation options • Unknown timeframe for mitigation life
Mitigation Bank	• Adds certainty to development costs • Allows for community scale projects • Allows for mitigation projects to be in other jurisdictions • Allows regional transfers of credits • Expands mitigation options to include costs for programs, operations, and maintenance • Increases potential VMT reduction compared to project site mitigation only	• Requires additionality • Time consuming and expensive to develop and maintain • Requires strong nexus • Political difficulty distributing mitigation dollars/projects • Increases mitigation costs for developers because it increases feasible mitigation options • Unknown timeframe for mitigation life

Source: Fehr & Peers, 2025.

Limitations of Quantification

Use of CAPCOA Handbook VMT reduction strategies represents the state of the practice for CEQA mitigation analysis. However, the quantification methodology contained in the Handbook has limitations as summarized below. Note that these limitations apply to *the Mariposa County VMT Mitigation Tool* that was developed to accompany this mitigation evaluation. The new tool is developed with Microsoft Excel. It provides a quick response method for quantifying the VMT reduction associated with recommended VMT mitigation strategies listed above. The tool also contains the full set of quantifiable CAPCOA Handbook strategies in the event some of these strategies become feasible for a future project.

Users of the tool or those reviewing VMT mitigation effectiveness should note the following key limitations associated with the Handbook strategies.

- Research, data, and evidence supporting the VMT reduction estimates is based on pre-pandemic data.
- The maximum reduction effect of combining strategies is uncertain but the multiplicative dampening method recommended in the Handbook and summarized below should be applied when more than one strategy is applied to a project.
- The quantification methodology typically captures only the VMT reduction for the affected population. The effect for the 'rest of the population' is commonly excluded. The VMT reduction strategies may induce new vehicle travel. [14][15][16] This effect is called the 'backfill' effect. For example, if new riders are attracted to an expanded transit service created through a mitigation measure, the other residents, workers, and visitors to the area will consume the roadway capacity freed up by this change such that VMT returns to its previous level. Since CEQA requires impacts of mitigation to be disclosed, this is an important limitation to consider in VMT impact analysis.

Combining VMT Reduction Strategies

Each of the Handbook strategies can be combined with others to increase the effectiveness of VMT mitigation; however, the interaction between the various strategies is complex and sometimes counterintuitive. Generally, with each additional measure implemented, a VMT reduction is achieved, but the incremental benefit of VMT reduction may diminish. To quantify the VMT reduction that

[14] Duranton, G., & M. A. Turner (2011). The Fundamental Law of Road Congestion: Evidence from US Cities. American Economic Review, 101(6), 2616–2652. Retrieved from https://www.aeaweb.org/articles?id=10.1257/aer.101.6.2616.

[15] Millard-Ball, A., Handy, S., & Rosen, M. (2024) Right-sizing Transportation Infrastructure to Reduce Vehicle Miles Traveled. University of California Institute of Transportation Studies. Retrieved from https://ucits.org/projects/right-sizing-transportation-infrastructure-to-reduce-vehicle-miles-traveled/

[16] Zipper, D. (2025). Can Americans just stop building new highways? Bloomberg CityLab. Retrieved from https://www.bloomberg.com/news/features/2025-07-08/in-overbuilt-a-case-to-reverse-the-us-highway-building-machine

results from combining strategies, the formula below can be applied absent additional knowledge or information:

$$Total\ VMT\ Reduction = (1 - P_a) * (1 - P_b) * (1 - P_c) * \dots$$

where

$$P_x = percent\ reduction\ of\ each\ VMT\ reduction\ strategy$$

This adjustment methodology is a mathematical approach to dampening the potential effectiveness and is not supported by research related to the actual effectiveness of combined strategies. The intent of including this formula is to provide a mechanism for dampening to minimize the potential to overstate the VMT reduction effectiveness.

Additional data is needed to support and refine the above approach for quantifying the effects of combining strategies. Analysts should consider the available substantial evidence at the time a study is prepared to determine the most appropriate approach for CEQA review.

Limitations of Implementation

Use of strategies involving TDM actions should recognize the potential for building tenants to change over time. While evidence exists that TDM programs can reduce VMT, their success depends on the performance of future building tenants that can change. Hence, an effective TDM mitigation program will require ongoing monitoring and adjustment to ensure long-term VMT reduction is achieved. The cost to provide this monitoring may not be feasible for all projects. Without monitoring to ensure effectiveness, significant VMT impacts may remain significant and unavoidable.

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 2025-019

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Approving the 2026 Regional Transportation Improvement Program (RTIP)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the 2026 Regional Transportation Improvement Program (RTIP).

Adopt a Resolution Approving the 2026 Regional Transportation Improvement Program (RTIP) and Direct Staff to Submit it to the California Transportation Commission (CTC) and California Department of Transportation (Caltrans).

The RTIP is the document used to program Road Improvement Funds Provided by the State. These Funds are for State, Highway and Local Road Improvements.
The State is Requesting Submission of the RTIP by December 15, 2025. All RTIP's in the State are Combined to create the State Transportation Improvement Program (STIP) and voted on at a CTC Meeting.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Local Transportation Commission (MCLTC) adopted the 2018 RTIP on December 12, 2017 - LTC #2017-18

MCLTC adopted the 2022 RTIP on December 14, 2021 - LTC #2021-30

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt the 2026 RTIP and STIP Funds will be lost.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **MCLTC RTIP 2026 Resolution - 11-18-25**
2. **Mariposa County 2026 RTIP - Final - 11052025**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

MARIPOSA COUNTY LOCAL TRANSPORTATION COMMISSION

RESOLUTION NO. 2025-__
A RESOLUTION ADOPTING THE 2026 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP)

WHEREAS, the California Transportation Commission (CTC) adopted the 2026 State Transportation Improvement Program (STIP) Fund Estimate and Guidelines on August 14, 2025, in accordance with Government Code Section 14525 and Streets and Highways Code Section 14530.1; and

WHEREAS, each regional transportation planning agency is required, pursuant to Section 14527 of the Government Code and Section 24 of the 2026 STIP Guidelines, to prepare, adopt, and submit a Regional Transportation Improvement Program (RTIP) to the CTC and Caltrans no later than December 15, 2025; and

WHEREAS, the Mariposa County Local Transportation Commission (LTC) is the designated regional transportation planning agency for Mariposa County and is responsible for preparing, adopting, and submitting the RTIP to the CTC and Caltrans; and

WHEREAS, the 2026 Mariposa County RTIP is consistent with the adopted Regional Transportation Plan (RTP) and reflects the region's transportation priorities, needs, and financial constraints; and

WHEREAS, all projects included in the RTIP are consistent with the 2026 STIP Guidelines, are fully funded or have committed matching funds as required, and contribute to the safety, mobility, and sustainability goals of the region;

NOW, THEREFORE, BE IT RESOLVED that the Mariposa County Local Transportation Commission hereby adopts the 2026 Regional Transportation Improvement Program (RTIP) and authorizes its submittal to the California Transportation Commission and the California Department of Transportation.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized and directed to sign, execute, and transmit all required documents, certifications, and electronic submittals related to the RTIP, including the Electronic Project Programming Requests (ePPRs), supporting documentation, and any amendments necessary to comply with CTC requirements.

PASSED AND ADOPTED this ___ day of _____, 2025, by the Mariposa County Local Transportation Commission by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Shannon Hansen, Executive Director
Mariposa County Local Transportation Commission

APPROVED AS TO FORM:

MARIPOSA COUNTY
LOCAL TRANSPORTATION
COMMISSION
2026 REGIONAL
TRANSPORTATION
IMPROVEMENT
PROGRAM
4369 BEN HUR RD.
MARIPOSA, CA 95338
(209) 966-5356

November 18, 2025

Kacey Moore-Gutierrez, Associate Deputy Director
California Transportation Commission
1120 N Street, Mail Station 52
Sacramento, CA 95814

Subject: 2026 Regional Transportation Improvement Program for Mariposa County

Dear Ms. Moore-Gutierrez:

The Mariposa County Local Transportation Commission (LTC) provides regional planning to improve existing and future transportation systems across Mariposa County's rural communities. The attached 2026 Regional Transportation Improvement Program (RTIP) has been developed in partnership with Caltrans District 10 and is consistent with the Mariposa County's 2022-2047 Regional Transportation Plan.

The 2026 RTIP includes programming of unprogrammed share balance and new STIP shares to complete two existing projects carried forward from the prior RTIP, which are the County's top priority projects:

Harris Road Bridge Replacement: The Harris Road Bridge Project will replace the structurally deficient Harris Road Bridge over the East Fork Chowchilla River. Harris Road is classified as a Rural Minor Collector, and therefore, not eligible for federal aid. The existing structure has a condition rating of "poor" for both the bridge deck and superstructure. It is 13-foot-wide with a distance of 16 feet, 2 inches between abutments. The bridge is part of a critical evacuation route for the community and has exceeded its useful life.

Indian Peak Bridge Replacement: The Indian Peak Bridge Project will replace the structurally deficient Indian Peak Bridge over the Italian Creek. Indian Peak Road is classified as a Rural Minor Collector, and therefore, not eligible for federal aid. The existing structure provides a single travel lane and has a condition rating of "poor" for both the bridge deck and superstructure. It is 13-foot-wide with a distance of 19 feet, 2 inches between abutments, and does not meet National Bridge Inspection Standards (NBIS). The bridge is part of a critical evacuation route for the community and has exceeded its useful life.

The 2026 RTIP also provides Planning, Programming, and Monitoring (PPM) up to the statutory limits. The MCLTC wishes to program the total new available 2026 STIP share formula distribution of $980,000 plus the unprogrammed balance of $2.188 million in the 2026 RTIP.

Thank you for your consideration of the County's 2026 RTIP. If you have any questions or need further information, please contact Shannon Hansen, shansen@mariposacounty.org, 209-966-5356.

Sincerely,

Shannon Hansen, Executive Director - MCLTC

2026 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (2026 RTIP)

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A. Overview and Schedule

Section 1. Executive Summary

The Mariposa County Local Transportation Commission (LTC) provides regional transportation planning to improve mobility, safety, and connectivity across Mariposa County's rural communities. The 2026 Regional Transportation Improvement Program (RTIP) has been developed in collaboration with Caltrans District 10 and is consistent with the adopted 2022–2047 Regional Transportation Plan (RTP). The RTP establishes a prioritized list of the County's most significant transportation investments and serves as the foundation for the RTIP.

Pursuant to the State Transportation Improvement Program (STIP) Guidelines, each Regional Transportation Planning Agency (RTPA) must prepare and submit an RTIP to the California Transportation Commission (CTC) every two years. The Mariposa LTC has prepared this RTIP to assist with the programming and implementation of regionally significant transportation improvements identified in the County's RTP. This RTIP covers a five-year programming period from Fiscal Year (FY) 2026/27 through FY 2030/31.

2026 STIP	Year 1	Year 2	Year 3	Year 4	Year 5
Fiscal Year	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31

The 2026 RTIP continues to reflect the programming structure established by Senate Bill 45 (SB 45), which consolidated transportation improvement funding into two primary programs: The Regional Improvement Program (RIP) and the Interregional Improvement Program (IIP). The LTC is responsible for recommending projects to be funded through its formula share of RIP funds via the RTIP, while Caltrans recommends IIP projects through its Interregional Transportation Improvement Program (ITIP). Both are adopted together by the CTC as part of the STIP.

Funding Capacity and Programming Approach

Funding Capacity and Programming Approach

According to the 2025 STIP County Share Summary (Orange Book), Mariposa County has a total county share of $7.255 million as of June 30, 2025. Of this amount:

- **$5.067 million** was previously programmed in the 2022 RTIP to six infrastructure projects and PPM ; and
- **$2.188 million** represents **unprogrammed county share balance** that was not programmed during the 2024 RTIP.

For the 2026 RTIP, the Mariposa LTC proposes to maintain programming of all previously programmed RIP projects and dedicate the unprogrammed share and available new capacity to three priorities:

- Harris Road Bridge Replacement
- Indian Peak Road Bridge Replacement
- Planning, Programming, and Monitoring

This focused programming strategy ensures that the County's RIP shares are directed to completing previously programmed STIP projects. These two critical bridge replacement projects on non-federal-aid routes that are structurally deficient and serve as vital evacuation and emergency access corridors. LTC will maintain its available PPM funding to support LTC's statutory planning and program administration responsibilities.

The 2026 RTIP also maintains the programing for four previously programmed projects to be delivered within this STIP period and incorporates minor updates to ensure consistency with available funding and current project development status. These include updated implementation agency contact information and minor refinements to project descriptions or scopes of work based on ongoing design efforts. No changes have been made to total project costs, schedules, or project completion.

Combined, these actions program $3.168 million of available county shares—comprising the unprogrammed balance ($2.188 million) and the new 2026 STIP formula distribution ($980 thousand)—toward bridge replacements and PPM activities. This approach reflects Mariposa County's highest priorities and ensures efficient use of limited RIP funding to address urgent safety, structural, and resilience needs in the community.

The updated funding commitments are summarized below:

Table 1: Breakdown of Available STIP Funding

Mariposa County STIP Shares	Funding Amount
Total New 2026 STIP Share Formula Distribution	$980,000
Previously Programmed Shares	$5,067,000
Unprogrammed Share Balance	$2,188,000
Total Regional Shares	**$7,255,000**

Table 2A: Projects Carried Over from 2022 RTIP

Project Name	Fund Type	Total RIP Programmed	FY 24/25	FY 25/26	FY 26/27	Notes
Planning, Programming & Monitoring (PPNO 4957)	RIP	$25,000	$25,000	–	–	Allocation made Oct 2024 (partial PPM)
Indian Peak Road Rehabilitation (PPNO 3548)	RIP	$805,000	–	$20,000 PS&E	$785,000 CON	Minor scope adjustment (Chip Seal w/ centerline)
Old Toll Road Rehabilitation (PPNO 3549)	RIP	$1,500,000	–	$1,500,000 CON	–	Ongoing, no scope change
Joe Howard Street Improvements (PPNO 3550)	RIP	$287,000	–	$40,000 PS&E	$247,000 CON	Minor change to slurry seal instead of sidewalk

East Whitlock Road Rehabilitation (PPNO 3551)	RIP	$830,000	–	$830,000 CON	–	No change
Harris Road Bridge Replacement (PPNO 3552)	RIP	$910,000	–	–	$910,000 CON	Continuing bridge replacement
Indian Peak Road Bridge Replacement (PPNO 3553)	RIP	$660,000	–	–	$660,000 CON	Continuing bridge replacement
Planning, Programming & Monitoring (PPNO 4957 – Remaining)	RIP	$50,000	$25,000	$25,000	–	Remaining PPM balance for FY25–27

Table 3: Projects Programmed with Total Target (2026 STIP)

Project Title	Program Year	Total
Planning, Programming and Monitoring (PPM)	FY 28/29–30/31	$86,000
Harris Road Bridge Replacement	FY 26/27–27/28	$1,682,000
Indian Peak Road Bridge Replacement	FY 26/27–27/28	$1,400,000
Total New Programming		**$3,168,000**

Combined, these actions program **$3.168 million** of available county shares—representing the unprogrammed balance ($2.188 million) carried forward from the 2022 STIP and the new 2026 STIP formula distribution ($980,000)—to support two ongoing bridge replacement projects and Planning, Programming, and Monitoring (PPM) activities.
These programmed funds constitute Mariposa County's total available new capacity identified in the 2026 STIP Fund Estimate and ensure that all remaining regional shares are fully committed to deliverable, high-priority projects.
This funding strategy reflects Mariposa County's highest transportation safety and infrastructure priorities, directing limited RIP resources to projects that address urgent bridge structural deficiencies, public safety, and system resilience needs within the community.

Harris Road Bridge Replacement

The Harris Road Bridge Replacement Project has been identified by the Mariposa County Local Transportation Commission (LTC) as a primary regional safety and resilience priority. The existing bridge, located on Harris Road over the East Fork Chowchilla River, is classified as a Rural Minor Collector and is not eligible for federal Highway Bridge Program (HBP) funding. The existing 13-foot-wide bridge has a "poor" condition rating for both the deck and superstructure and serves as a critical evacuation route for the surrounding community.

The project proposes to replace the existing single-lane structure with a single-span, cast-in-place reinforced concrete slab bridge supported by cast-in-drilled-hole (CIDH) piles. The new bridge will have a clear width of 24 feet (27.5 feet including barriers), consistent with CalFire

standards and AASHTO Greenbook design criteria for a 35-mph design speed. The replacement bridge will be constructed on the same alignment as the existing structure, with the vertical profile adjusted to meet hydraulic and freeboard requirements. The approaches will be realigned to improve sight distance and provide a safe transition to the new structure.

This project will ensure safe passage for approximately 450 vehicles per day, improve emergency and evacuation access, and preserve the integrity of a critical community lifeline route.

Project Schedule

Phase	Milestone
Project Approval & Environmental Document (PA&ED)	Complete
Plans, Specifications & Estimate (PS&E)	December 2026
Right-of-Way (RW)**	June 2027
Begin Construction	June 11, 2027
End Construction	December 2027

Project Cost Estimates

Project Component	Cost Estimate
PA&ED	$ 75,000
PS&E	$ 265,000
Right-of-Way	$100,000
Construction (CON)	$ 2,357,000
Total Project Cost	**$ 2,797,000**

The Harris Road Bridge Replacement Project is fully funded for the PS&E phase under the 2026 RTIP, with total programming of $1.682 million in Regional Improvement Program (RIP) funds. Construction funding will be requested in a future STIP cycle once design and environmental clearance are completed.

This project reflects Mariposa County's ongoing commitment to improving safety, reliability, and emergency access in rural areas while ensuring the County's limited RIP shares are used for critical infrastructure with long-term community benefit.

Indian Peak Bridge Replacement

The Indian Peak Bridge Replacement Project is a key safety and infrastructure improvement identified by the Mariposa County Local Transportation Commission (LTC). The bridge, located on Indian Peak Road over Italian Creek, is classified as a Rural Minor Collector and is not eligible for federal Highway Bridge Program (HBP) funding. The existing structure is 13 feet wide, has a "poor" condition rating for both the deck and superstructure, and does not meet National Bridge Inspection Standards (NBIS). As part of a critical evacuation route, the bridge has exceeded its service life and requires full replacement.

The proposed project will replace the existing single-lane bridge with a single-span, cast-in-place reinforced concrete slab bridge supported by cast-in-drilled-hole (CIDH) piles. The new bridge will provide a 20-foot clear width (27 feet including barriers) in accordance with CalFire standards and AASHTO geometric design standards for a 35-mph design speed. The new structure will be constructed on the same alignment as the existing bridge, with approach realignment and vertical profile adjustments to meet hydraulic and freeboard requirements.

The project will ensure safe passage for approximately 440 vehicles per day, preserve the integrity of a vital evacuation route, and enhance emergency response access for the surrounding rural community.

Project Schedule

Phase	Milestone / Activity
PS&E (Final Design)	July 2026
Right-of-Way Certification	October 2026
Begin Construction	February 2027
End Construction	December 2027

Project Cost

Project Component	Cost Estimate
PS&E	$537,577
Right-of-Way	$25,000
Construction	$ 1,597,123
Total Project Cost	$ 2,159,700

The Indian Peak Bridge Replacement Project will replace an obsolete, structurally deficient structure with a modern, seismically and hydraulically adequate bridge that meets all current design and safety standards. The project is fully funded with Regional Improvement Program (RIP) shares through the 2026 RTIP, with construction programmed in FY 2026/27.
This project represents a critical investment in public safety, rural mobility, and infrastructure resilience, ensuring continued access for residents and emergency vehicles while supporting Mariposa County's long-term bridge modernization goals.

Planning, Programming and Monitoring (PPM)

Mariposa County requests to continue funding for the Planning, Programming, and Monitoring (PPM) consistent with statutory limits (up to 5% of new RIP shares) through the FY 2027/28–2029/30 period. The requested funding level for PPM in the 2026 RTIP is $86,000, which represents a portion of the statutory cap on new RIP shares. This funding allows the LTC to maintain oversight of project development and ensures that programmed projects, such as the

Harris Road Bridge Replacement and Indian Peak Bridge Replacement, are delivered on schedule and consistent with statewide and regional goals.

Section 2. General Information

- **Regional Agency Name**
  Mariposa County Local Transportation Commission

- **Agency website links for Regional Transportation Improvement Program (RTIP) and Regional Transportation Plan (RTP). (insert links below)**

  Regional Agency Website Link: http://www.mariposacounty.org

  RTIP document link: http://www.agency.org/RTIP

  RTP link: Mariposa County 2022–2047 Regional Transportation Plan

- **Regional Agency Executive Director/Chief Executive Officer Contact Information**

Name	Shannon Hansen
Title	Director of Public Works and Transportation
Email	shansen@mariposacounty.org
Telephone	(209) 966-5356

- **RTIP Manager Staff Contact Information**

Name	Jeannie Morvay-Clayton
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Address	4639 Ben Hur Road
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Telephone	(209) 966-5356

- **California Department of Transportation Headquarter Contact Information**

Name	Sudha Kodali
Title	Chief, Division of Financial Programming
Address	Office of Capital Improvement Program, Department of Transportation Mail Station 82. P.O. Box 942874
City/State/Zip	Sacramento, CA 94274
Email	sudha.kodali@dot.ca.gov / OCIP@dot.ca.gov

- **California Transportation Commission (CTC) Contact Information**

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Section 3. Background of Regional Transportation Improvement Program (RTIP)

A. What is the Regional Transportation Improvement Program?

The Regional Transportation Improvement Program (RTIP) is a program of highway, local road, transit and active transportation projects that a region plans to fund with State and Federal revenue programmed by the California Transportation Commission in the State Transportation Improvement Program (STIP). The RTIP is developed biennially by the regions and is due to the Commission by December 15 of every odd numbered year. The program of projects in the RTIP is a subset of projects in the Regional Transportation Plan (RTP), a federally mandated master transportation plan which guides a region's transportation investments over a 20 to 25 year period. The RTP is based on all reasonably anticipated funding, including federal, state and local sources. Updated every 4 to 5 years, the RTP is developed through an extensive public participation process in the region and reflects the unique mobility, sustainability, and air quality needs of each region.

B. Regional Agency's Historical and Current Approach to developing the RTIP

The LTC has developed this RTIP based on the priorities and goals established in its RTP. These goals are:

Goal 1: Enhance the lifestyle while maintaining the rural character of Mariposa County through an adequate, safe, efficient, and economically feasible regional transportation system.

Goal 2: Develop a regional transportation system that is consistent and responsive to the social, cultural, economic, and environmental needs of the County.

Goal 3: Employ comprehensive planning in developing the County's regional transportation system, focusing on the circulation impacts associated with development of existing parcels and interregional trips.

Goal 4: Implement system planning that includes a detailed assessment of interregional transit, bicycle, pedestrian, equestrian, parking, aviation, and freight transportation needs

As a small, rural county, Mariposa faces transportation issues that differ significantly from those in urban areas. The County's primary concerns are the condition and safety of existing infrastructure rather than congestion management or mode split.

Two bridge replacement projects—the Harris Road Bridge Replacement and the Indian Peak Road Bridge Replacement—are incorporated into the 2026 RTIP because they represent critical elements of the County's transportation infrastructure. Both bridges are ineligible for Highway Bridge Program (HBP) and have no exceeded their service lives.

By programming these projects, the LTC is advancing the RTP's goals of delivering a transportation system that is safe, efficient, and economically feasible, while also ensuring the

system remains responsive to the social, cultural, economic, and environmental needs of Mariposa County.

Section 4. Completion of Prior RTIP Projects (Required per Section 78)

Per Section 78 of the STIP Guidelines, each Regional Transportation Planning Agency must report on projects completed between adoption of the previous RTIP and the current RTIP.

The **Mariposa County Local Transportation Commission (LTC)** had multiple projects programmed in the 2024 RTIP totaling **$5.067 million** in Regional Improvement Program (RIP) funds. All projects remain **active** and are progressing toward allocation and construction. Minor scope refinements and contact-information updates were incorporated through the 2026 RTIP ePPR updates to ensure consistency with current project development status.

One partial allocation for Planning, Programming & Monitoring (PPM) occurred in October 2024. All remaining projects are expected to receive CTC allocations in upcoming meetings and to expend funds by the end of FY 2026/27.

Table 7 – Prior RTIP Project Allocations and Expenditures

Project Name	Fund Type	Funds Programmed ($)	Funds Allocated ($)	Funds Expended ($)
Planning, Programming & Monitoring (PPNO 4957)	RIP	25,000	25,000 (Oct 2024)	25,000
Indian Peak Road Rehabilitation (PPNO 3548)	RIP	805,000	0	0
Old Toll Road Rehabilitation (PPNO 3549)	RIP	1,500,000	0	0
Joe Howard Street Improvements (PPNO 3550)	RIP	287,000	0	0
East Whitlock Road Rehabilitation (PPNO 3551)	RIP	830,000	0	0
Harris Road Bridge Replacement (PPNO 3552)	RIP	910,000	0	0
Indian Peak Road Bridge Replacement (PPNO 3553)	RIP	660,000	0	0
Total		**5,067,000**		

Mariposa County does not have any projects with a total construction cost of $50 million or greater, or with a total STIP-programmed amount (in right-of-way and/or construction) of $15 million or greater. Therefore, no additional benefit/cost reporting is required under Section 78 of the STIP Guidelines.

Section 5. RTIP Outreach and Participation

A. RTIP Development and Approval Schedule

Action	Date
CTC adopts Fund Estimate and Guidelines	August 14-15, 2025
Caltrans identifies State Highway Needs	September 15, 2025
Caltrans submits draft ITIP	October 15, 2025
CTC ITIP Hearing, North	October 30, 2025
CTC ITIP Hearing, South	November 7, 2025
Mariposa LTC adopts 2026 RTIP	November 18, 2025
Regions submit RTIP to CTC	December 15, 2025
Caltrans submits ITIP to CTC	December 15, 2025
CTC STIP Hearing, North	January 28, 2026
CTC STIP Hearing, South	February 5, 2026
CTC publishes staff recommendations	February 27, 2026
CTC Adopts 2026 STIP	March 19-20, 2026

B. Community Engagement

The Mariposa County Local Transportation Commission (LTC) followed its adopted Public Participation Plan and state/federal requirements for community involvement. Engagement activities included:

- Public Meetings: RTIP priorities were presented and discussed at regularly scheduled LTC meetings in Fall 2025. These meetings were noticed and open to the public.
- Public Hearing: A formal public hearing was held prior to adoption of the 2026 RTIP on November 18, 2025. Community members were invited to provide comments.
- Online Access: The draft RTIP was posted on the County's Transportation Planning webpage, with instructions for submitting written comments.

Community Benefits Identified:

- Replacement of two structurally deficient rural bridges (Harris Road and Indian Peak) ensures safe, reliable access for emergency services, school buses, and residents.
- Improvements protect critical evacuation routes for wildfire and flood events.
- Supports the local economy by ensuring uninterrupted access for agricultural and goods movement.

Potential Negative Impacts and Mitigation:

- Construction Disruption: Temporary detours and delays during construction may inconvenience local residents. Mitigation will include early notification, clearly marked detours, and coordination with schools and emergency responders.
- Environmental Impacts: Bridge construction will require mitigation of potential impacts to waterways and habitat. These measures will be developed in coordination with environmental agencies and local stakeholders during project delivery.

C. Consultation with Caltrans District (Required per Section 20)

Caltrans District: 10

Consistent with Section 20 of the STIP Guidelines, the LTC consulted with Caltrans District 10 staff throughout the development of the 2026 RTIP. Coordination included:

- Reviewing project eligibility and confirming that Harris Road Bridge and Indian Peak Road Bridge are not eligible for federal Highway Bridge Program (HBP) funding.
- Verifying consistency with statewide planning documents and design standards.
- Confirming programming schedules, environmental review requirements, and delivery milestones.
- Ensuring that Mariposa County's proposed RTIP is consistent with the Fund Estimate and will align with future ITIP programming in District 10.

This consultation process ensured that the proposed projects are deliverable within the 2026 STIP cycle and meet both regional and state transportation priorities.

B. 2026 STIP Regional Funding Request

Section 6. 2026 STIP Regional Share and Request for Programming

A. 2026 Regional Fund Share Per 2026 STIP Fund Estimate

According to the 2026 STIP Fund Estimate (Orange Book, Table 3 – Calculation of New Programming Targets and Shares), Mariposa County has a total programming target of $3.168 million in new Regional Improvement Program (RIP) capacity through FY 2030/31.

This comprehensive programming strategy focuses on critical infrastructure investments that address structural deficiencies, improve safety, and enhance regional mobility for rural residents and emergency responders. Two bridge replacement projects (Harris Road Bridge and Indian Peak Bridge) will replace aging, functionally obsolete structures on key evacuation routes, while roadway and sidewalk projects extend the life of the existing network and improve access for all users.

Continued funding for Planning, Programming, and Monitoring (PPM) ensures the County's ability to effectively manage project delivery and maintain coordination with Caltrans District 10 and the California Transportation Commission (CTC). The 2026 RTIP fully programs Mariposa County's available RIP shares, with no remaining unprogrammed balance

B. Advance Project Development Element (APDE)

There is no APDE capacity identified for the 2026 STIP. Mariposa County is not requesting to advance future county shares or utilize APDE capacity as part of this RTIP submittal.

Section 7. Overview of Other Funding Included with Delivery of Regional Improvement Program Projects

The Mariposa County Local Transportation Commission (LTC) is committed to delivering all projects included in the 2026 RTIP in coordination with Mariposa County Public Works and Caltrans District 10.

As a small, rural county without a local transportation sales-tax ("self-help") measure, Mariposa County relies primarily on the State Transportation Improvement Program (STIP) to fund its regional priorities. All projects included in this RTIP are funded solely through Regional Improvement Program (RIP) shares. No additional state, federal, or local funding sources are currently committed.

The 2026 RTIP programs RIP funds for the following ongoing and new projects:

1. Harris Road Bridge Replacement (PPNO 3552)
2. Indian Peak Bridge Replacement (PPNO 3553)
3. Indian Peak Road Rehabilitation (PPNO 3548)
4. Old Toll Road Rehabilitation (PPNO 3549)
5. Joe Howard Street Improvements (PPNO 3550)
6. East Whitlock Road Rehabilitation (PPNO 3551)
7. Planning, Programming and Monitoring (PPNO 4957)

Each project is funded entirely with RIP shares and will proceed through environmental, design, and construction phases as programmed in the 2026 RTIP. Future opportunities under other state or discretionary programs—such as SB 1 (Local Partnership Program or Active Transportation Program)—may be pursued if applicable.

Section 8. Interregional Transportation Improvement Program (ITIP) Funding and Needs

The purpose of the Interregional Transportation Improvement Program (ITIP) is to improve interregional mobility for people and goods in the State of California. As an interregional program, the ITIP is focused on increasing the throughput for highway and rail corridors of strategic importance outside the urbanized areas of the state. A sound transportation network between and connecting urbanized areas ports and borders is vital to the state's economic vitality. The ITIP is a five-year program managed by Caltrans and funded with 25% of new STIP revenues in each cycle. Developed in cooperation with regional transportation planning agencies to ensure an integrated transportation program, the ITIP promotes the goal of improving interregional mobility and connectivity across California.

While no ITIP funding is requested, the region recognizes several critical interregional needs that affect Mariposa County residents, visitors, and the broader Yosemite gateway economy:

- State Route 140 (SR-140 Corridor): SR-140 provides the primary interregional connection between the Central Valley and Yosemite National Park. It serves as a vital lifeline for tourism, goods movement, and emergency response. The route is vulnerable to closures from rockslides, wildfires, and flooding, creating significant mobility and economic impacts.
- State Route 49 (SR-49 Corridor): SR-49 connects foothill communities across multiple counties, serving both local and interregional trips. Roadway condition, safety, and capacity are ongoing concerns.
- Interregional Transit Needs: Mariposa depends on interregional transit connections, particularly the Yosemite Area Regional Transportation System (YARTS), which links Mariposa and other foothill counties with Merced and Yosemite. Continued ITIP support for transit and multimodal projects in the Yosemite gateway region is essential to reduce vehicle miles traveled (VMT), improve safety, and enhance economic sustainability.

The LTC will continue to coordinate with Caltrans District 10 and regional partners to advocate for ITIP investments that improve safety, resiliency, and reliability along these corridors.

Section 9. Projects Planned within Multi-Modal Corridors

The projects proposed in the 2026 RTIP, Harris Road Bridge Replacement and Indian Peak Bridge Replacement, are located on local rural minor collectors, not on designated multimodal corridors. While they do not directly integrate with large-scale corridor initiatives, they provide critical first- and last-mile connections that support the resiliency of the regional transportation system.

Both projects enhance evacuation routes, improve safety for all modes (including pedestrians and emergency services), and maintain access to interregional routes such as SR-140 and SR-49. By ensuring that local bridges remain functional and safe, the County supports the overall effectiveness of interregional corridors and the movement of residents, goods, and visitors throughout the region.

Section 10. Highways to Boulevards Conversion Pilot Program

There are no candidate projects in Mariposa County for the Highways to Boulevards Conversion Pilot Program.

11. Complete Streets Consideration (per Section 26)

Mariposa County has no complete streets elements in this programming cycle. The focus is on the replacement of two structurally deficient bridges (Harris Road Bridge and Indian Peak Bridge) which are critical for maintaining safe evacuation routes and preserving access for the local community.

While these projects do not incorporate dedicated complete streets components, they provide essential safety improvements and ensure that the roadway network continues to function reliably for all users, including emergency services, school transportation, and residents.

C. Relationship of RTIP to RTP/SCS and Benefits of RTIP

Section 12. Regional Level Performance Evaluation (per Section 22A of the guidelines)

The 2026 RTIP supports the goals of the Mariposa County Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). These goals include:

- Goal 1: Mobility & Accessibility – The Harris Road and Indian Peak Bridge Replacements will maintain safe and reliable access for rural residents, ensuring that essential trips—such as school, work, health care, and emergency evacuation—can continue without disruption.
- Goal 2: Social Equity – Both projects benefit disadvantaged rural communities by ensuring year-round access. During disasters such as floods or wildfires, residents will not face isolation, and emergency services will be able to reach vulnerable populations more quickly.
- Goal 3: Economic and Community Vitality – Safe and reliable bridge infrastructure supports agricultural activity and rural goods movement, providing stable access to markets and employment opportunities in the county and beyond.
- Goal 4: Sustainable Development Pattern – By maintaining critical infrastructure in existing rural communities, the projects support the County's focus on preserving compact development patterns while reducing risks associated with unsafe or deteriorated facilities.
- Goal 5: Environmental Quality – Replacement of structurally deficient bridges will reduce the risk of environmental damage from failed infrastructure (e.g., debris and hazardous materials entering waterways). The projects also improve resiliency against extreme weather events linked to climate change.
- Goal 6: Safety & Health – Structurally deficient bridges pose safety hazards. Replacement will eliminate these risks, improve emergency response times, and protect public health and safety during wildfire evacuations and flood events.

- Goal 7: System Preservation – Both projects directly preserve and enhance the transportation system by replacing aging, poor-condition bridges with modern structures that meet current AASHTO and County standards.
- Goal 8: Smart Infrastructure – Although located in rural areas, the new bridges will be designed with modern standards and materials, providing cost-effective, durable infrastructure.
- Goal 9: Resiliency and Reliability – The projects will improve resiliency by ensuring bridges can withstand floods and other extreme events. This will allow the transportation system to remain reliable during natural disasters.
- Goal 10: Congestion Management – While traffic volumes are low, the bridges provide critical lifeline connections; their replacement prevents delays and closures that would otherwise result in long detours and reduced system reliability.
- Goal 11: Project Delivery – These projects represent an efficient use of limited STIP funds, addressing critical safety and access needs in a rural county while providing long-term value and statewide benefit.

The Harris Road and Indian Peak Bridge Replacement projects are essential lifeline improvements for rural Mariposa County. Both bridges serve as the sole access routes for surrounding communities and are critical during emergencies such as wildfires, floods, and landslides. Their replacement will ensure residents are not isolated during evacuation events and that emergency responders can reach vulnerable populations without delay.

These bridges are located in areas highly susceptible to flooding and wildfire damage. The replacement designs will incorporate modern standards and climate resiliency features to withstand extreme weather events, ensuring that the transportation system remains reliable under changing climate conditions.

While these facilities do not carry high traffic volumes, they are indispensable for local circulation, school access, agricultural operations, and public safety. By maintaining essential connectivity, the projects will prevent costly detours and community isolation, ensuring that the region’s transportation system remains functional and resilient.

Looking ahead, these projects also support Mariposa County’s broader transportation goals by preserving rural mobility, protecting disadvantaged residents from isolation, and strengthening system resiliency against future natural disasters.

Since Mariposa County is not within an MPO boundary, no Sustainable Communities Strategy (SCS) applies. Nevertheless, the RTIP supports statewide climate and sustainability goals by preserving safe access, reducing the risk of detours and VMT increases due to bridge closures, and supporting interregional transit (YARTS) and goods movement through reliable connections to SR-140 and SR-49.

A. Regional Level Performance Indicators and Measures (per Appendix B of the STIP Guidelines).

Table B1(a) Evaluation – Rural Specific Regional Level Performance Indicators and Measures			
Goal	**Indicator/Measure**	**Current System Performance (Baseline)**	**Projected System Performance (indicate timeframe)**
Congestion Reduction	Vehicle Miles Traveled (VMT) per capita, area, by facility ownership, and/or local vs tourist	30.8 VMT per capita	No change
	Peak Volume/Capacity Ratio or Thresholds (threshold volumes based on HCM 2010)	Not Avaliable	Not Available
	Commute mode share (travel to work or school)	Car, Truck or Van - 74%, Public Transit –2.1%, Walking – 6.8%, Bike – 1.9%, Taxi, motorcycle or other means – 1.1%, Work from home – 14.2%	No Change
Transit	Total operating cost per revenue mile	Not Available	No Change
Infrastructure Condition	Distressed lane-miles, total and percent, by jurisdiction	44%	No Change
	Pavement Condition Index (local streets and roads)	51	No Change
Safety	Total accident cost per capita and VMT	0.003987 Crashes per capita	No Change
Environmental Sustainability	Land Use Efficiency (total developed land in acres per population)	Not Available	Not Available

If STIP Project Fact Sheet (STIP Guidelines Appendix A), and Table B1 or B1(a) are insufficient in indicating how progress towards attaining goals and objectives contained in each RTP is assessed and measured, include the following information:

- List your performance measures.
- Provide a quantitative and/or qualitative analysis (include baseline measurement and projected program or project impact).
- State the reason(s) why selected performance measures are accurate and useful in measuring performance. Please be specific.
- Identify any and all deficiencies encountered in as much detail as possible

For qualitative explanations, state how progress towards attaining goals and objectives contained in each RTP, SCS, and, where applicable, the ITSP is assessed and measured.

Progress toward achieving the goals and objectives contained in the Mariposa County RTP/SCS is assessed primarily through system preservation, safety, and resiliency measures, which are particularly critical for rural lifeline facilities. For the Harris Road and Indian Peak Bridge Replacement projects, progress will be measured in the following ways:

- System Preservation: Both bridges are currently rated in *Poor* condition and are structurally deficient. Replacement will bring them up to *Good* condition, consistent with state-of-good-repair objectives. Ongoing Caltrans/County bridge inspections conducted every two years will provide qualitative confirmation of progress.
- Safety and Emergency Access: These projects will eliminate community isolation during flood or wildfire events by providing reliable access for emergency responders. Qualitative progress is assessed through post-event reporting by local emergency management staff, with emphasis on response times and ability to maintain lifeline connections.
- Mobility and Accessibility: Although traffic volumes are low, the bridges provide essential access to schools, jobs, and medical services. Success will be measured by the absence of unplanned closures and detours, which in the past have caused significant disruption. Local agency reporting on closures will serve as the qualitative assessment tool.
- Resiliency and Climate Adaptation: Replacement designs incorporate modern standards that improve hydraulic capacity and flood resiliency. Progress will be assessed by the ability of the new bridges to withstand high-water events without closure, as documented by County operations staff and Caltrans inspection reports.
- Equity and Quality of Life: The projects directly benefit rural and disadvantaged households who face the greatest hardship during closures. Progress will be measured qualitatively by improved access for these residents, reflected in public feedback and County emergency access planning.

These measures are accurate and useful because they directly correspond to the primary objectives of the RTP and SCS: maintaining safe, reliable access; reducing vulnerability to natural disasters; and preserving critical infrastructure.

Deficiencies in measurement include limited crash data due to low traffic volumes and incomplete historic closure logs. To address these gaps, the County relies on a combination of inspection reports, emergency management documentation, and qualitative community feedback to assess progress.

Section 13. Regional and Statewide Benefits of RTIP

Harris Road Bridge Replacement and Indian Peak Bridge Replacement

The proposed bridge replacement projects will provide immediate safety and resiliency benefits by addressing two structurally deficient facilities that are critical for community access in rural Mariposa County. Both bridges currently pose risks to public safety, mobility, and emergency

response, particularly during wildfire evacuations, floods, and landslides. Their replacement will ensure that residents, school buses, agricultural vehicles, and emergency responders have reliable, year-round access.

These projects directly support the goals of Mariposa County's RTP/SCS and the State of California's transportation objectives by enhancing safety, preserving infrastructure, and improving resiliency. Once completed, the bridges will eliminate risks of community isolation during disaster events and provide safe and efficient travel for local residents, schoolchildren, and emergency vehicles. In turn, regional and statewide benefits will be realized by maintaining reliable lifeline connections that support agricultural operations and access to regional highways.

The replacements are being designed with modern standards and resiliency features to withstand future climate challenges. Bridge designs will accommodate increased flood flows and seismic requirements, ensuring that the structures remain functional during extreme weather conditions. These considerations align with California's climate adaptation and resiliency goals.

While the bridges serve rural roads with relatively low traffic volumes, their function as critical lifeline facilities makes them essential to the statewide transportation network. The loss of either bridge would result in lengthy detours, isolation of residents, and delayed emergency response. Their replacement will prevent these risks, reduce long-term maintenance costs, and improve overall system reliability.

Together, the Harris Road and Indian Peak Bridge Replacement projects represent an efficient investment of limited STIP resources. By addressing structurally deficient bridges in vulnerable rural areas, the projects deliver regional and statewide benefits in the form of improved safety, resiliency, and preservation of critical transportation infrastructure.

D. Performance and Effectiveness of RTIP

Section 14. Evaluation of Cost Effectiveness of RTIP (Required per Section 22B)

Per Section 22B and Appendix B of the STIP Guidelines, regions shall, if appropriate and to the extent necessary data and tools are available, use the performance measures in Table B2 below to evaluate cost-effectiveness of projects proposed in the STIP on a regional level.

Table B2
Evaluation – Cost-Effectiveness Indicators and Measures

Goal	Indicator/Measure (per thousand dollars invested)	Current Level of Performance (Baseline)	Projected Performance Improvement (indicate timeframe)
Congestion Reduction	Reduce Vehicle Miles Traveled (VMT) per capita	33.29 VMT per capita	No Change
	Reduce Percent of congested VMT (at or below 35 mph)	No Change	No Change
	Change in commute mode share (travel to work or school)	Car, Truck or Van – 74%, Public Transit – 2.1%, Walking – 6.8%, Bike – 1.9%, Taxi, motorcycle or other means – 1.1%, Work from home – 14.2%	No Change
Infrastructure Condition	Reduce percent of distressed state highway lane-miles	No Change	No Change
	Improve Pavement Condition Index (local streets and roads)	No Change	No Change
	Reduce percent of highway bridge deck area in Poor Condition	2 480 SF Deck Areas	100% Improvement FY 27/28
	Reduce percent of transit assets that have surpassed the FTA useful life period	No Change	No Change
System Reliability	Reduce Highway Buffer Index (the time cushion added to the average commute travel times to ensure on-time arrival).	No Change	No Change
Safety	Reduce fatalities and serious injuries per capita	0	No Change
	Reduce fatalities and serious injuries per VMT	0	No Change
Economic Vitality	Increase percent of housing and jobs within 0.5 miles of transit stops with frequent transit service	No Change	No Change
	Reduce mean commute travel time (to work or school)	33.7	No Change
Environmental Sustainability	Change in acres of agricultural land	No Change	No Change

	CO_2 emissions reduction per capita	No Change	No Change

Per Section 22C and Appendix B of the STIP Guidelines, regions may, if appropriate and to the extent necessary data and tools are available, use the benefits or performance improvements in Table B3 below to evaluate the proposed changes to the built environment.

Table B3 Evaluation – Project Changes or Increased Capacity Benefits			
Project Type Or Mode	**Changes to the Built Environment**	**Indicator/Measure**	**Benefits or Performance Improvement at Project Completion**
State Highway	New general-purpose lane-miles	Lane Miles	0
	New HOV/HOT lane-miles	Lane Miles	0
	Lane-miles rehabilitated	Lane Miles	0
	New or upgrade bicycle lane/sidewalk miles	Bike/Sidewalk Miles	0
	Operational improvements	Improvements	0
	New or reconstructed interchanges	Interchanges	0
	New or reconstructed bridges	Bridges	2 x 480 SF Bridge Decks
Transit or Intercity Rail	Additional transit service miles	Service Miles	0
	Additional transit vehicles	Transit Vehicles	0
	New rail track miles	Track Miles	0
	Rail crossing improvements	Improvements	0
	Station improvements	Improvements	0
Local Streets and Roads	New lane-miles	Lane Miles	0
	Lane-miles rehabilitated	Lane Miles	0
	New or upgrade bicycle lane/sidewalk miles	Bike/Sidewalk Miles	0
	Operational improvements	Improvements	0
	New or reconstructed bridges	Bridges	Replace 2 480SF Bridge Decks

Section 15. Project Specific Evaluation (Required per Section 22C and 22D)

The Harris Road Bridge Replacement and Indian Peak Bridge Replacement projects do **not** meet these thresholds. Each project has a total cost well below $50 million and STIP funding requests significantly below $15 million for right-of-way and construction. Therefore, a project-specific benefit/cost analysis is **not required** for these projects.

D. Detailed Project Information

Section 16. Overview of Projects Programmed with RTIP Funding

Harris Road Bridge Replacement

Applicant: Mariposa County

EXISTING CONDITIONS

The Harris Road Bridge Project will replace the structurally deficient Harris Road Bridge over the East Fork Chowchilla River. Harris Road is classified as a Rural Minor Collector, and therefore, not eligible for federal aid. The existing structure has a condition rating of "poor" for both the bridge deck and superstructure. It is 13-foot-wide with a distance of 16 feet, 2 inches between abutments. The bridge is part of a critical evacuation route for the community and has exceeded its useful life.

SCOPE

The project will replace the existing structure with a new single span cast-in-place reinforced concrete slab supported by spread CIDH Piles. The new bridge clear width will be 24 ft wide or 27.5 ft when including two steel mounted barriers. The bridge will correct all structural and safety deficiencies to bring the structure up to current AASHTO and Mariposa County Standards. The new replacement bridge will be constructed on the same alignment as the existing structure and the vertical profile will be adjusted to meet the freeboard requirements and in accordance with AASTHO Geometric Design standards with a design speed of 10 miles per hour (mph). The proposed structure will have a clear width of 20 feet in accordance with CalFire Standards. The project will provide safe passage for approximately 450 vehicles per day that utilize the bridge and preserve the integrity of this critical evacuation route for the local community.

COST

PA&ED: $75,000
PS&E (Final Design): $265,000
Right-of-Way: $100,000
Construction: $2,357,000

Total Project Cost: $2,797,000

SCHEDULE

PA&ED: 10/2023 - 12/2023

PS&E: 7/2026 - 6/2027

Right of Way: 7/2023 - 12/2027

Begin Construction: 2/2028

OUTPUTS

New single span, cast-in-place reinforced concrete slab bridge

OUTCOMES

Safe passage over East Fork Chowchilla River

Preservation of a critical evacuation route

The **Harris Road Bridge Project** will replace the structurally deficient Harris Road Bridge over the East Fork Chowchilla River. Harris Road is classified as a Rural Minor Collector, and therefore, not eligible for federal aid. The existing structure has a condition rating of “poor” for both the bridge deck and superstructure. It is 13-foot-wide with a distance of 16 feet, 2 inches between abutments. The bridge is part of a critical evacuation route for the community and has exceeded its useful life.

The project will replace the existing structure with a new single span cast-in-place reinforced concrete slab supported by spread CIDH Piles. The new bridge clear width will be 24 ft wide or 27.5 ft when including two steel mounted barriers. The bridge will correct all structural and safety deficiencies to bring the structure up to current AASHTO and Mariposa County Standards. The new replacement bridge will be constructed on the same alignment as the existing structure and the vertical profile will be adjusted to meet the freeboard requirements and in accordance with AASTHO Geometric Design standards with a design speed of 10 miles per hour (mph).The proposed structure will have a clear width of 20 feet in accordance with CalFire Standards. The project will provide safe passage for approximately 450 vehicles per day that utilize the bridge and preserve the integrity of this critical evacuation route for the local community.

Agency Responsible for Implementation: Mariposa County
PPNO:
Project Location: 37.46354, -119.73819
Delivery Schedule Milestones:

- PA&ED Completion: 12/2023
- PS&E Completion: 6/2027
- Right of Way Completion: 12/20227
- Begin Construction: 2/2028

Current Funding Plan:

- PA&ED: $75,000
- PS&E (Final Design): $265,000
- Right-of-Way: $100,000
- Construction: $2,357,000
- **Total Project Cost: $2,797,000**

Legislative Districts: Federal 5th Congressional District, State Senate 4th District, State Assembly 8th District
Regional Transportation Plan Location: RTP, Page 13

Indian Peak Bridge Replacement

Applicant: Mariposa County

EXISTING CONDITIONS

The Indian Peak Bridge Project will replace the structurally deficient Indian Peak Bridge over the Italian Creek. Indian Peak Road is classified as a Rural Minor Collector, and therefore, not eligible for federal aid. The existing structure provides a single travel lane and has a condition rating of "poor" for both the bridge deck and superstructure. It is 13-foot-wide with a distance of 19 feet, 2 inches between abutments, and does not meet National Bridge Inspection Standards (NBIS). The bridge is part of a critical evacuation route for the community and has exceeded its useful life.

SCOPE

The project will replace the existing structure with a new single span cast-in-place reinforced concrete slab supported by spread CIDH Piles. The new bridge clear width will be 20 ft wide or 27 ft when including two steel mounted barriers. The bridge will correct all structural and safety deficiencies to bring the structure up to current AASHTO and Mariposa County Standards. The new replacement bridge will be constructed on the same alignment as the existing structure and the vertical profile will be adjusted to meet the freeboard requirements and in accordance with AASHTO Geometric Design standards with a design speed of 15 miles per hour (mph). The proposed structure will have a clear width of 20 feet in accordance with CalFire Standards. The project will provide safe passage for approximately 440 vehicles per day that utilize the bridge and preserve the integrity of this critical evacuation route for the local community.

COST

PA&ED: $334,217
PS&E (Final Design): $203,360
Right-of-Way: $25,000
Construction: $1,597,123

Total Project Cost: $2,159,700

SCHEDULE

PA&E: 7/2023 - 12/2023

PS&E: 7/2026 - 11/2027

Right of Way: 7/2023 - 4/2027

Begin construction: 11/2027

OUTPUTS

New single span, cast-in-place reinforced concrete slab bridge

OUTCOMES

Safe passage over Italian Creek

Preservation of a critical evacuation route

The **Indian Peak Bridge Project** will replace the structurally deficient Indian Peak Bridge over the Italian Creek. Indian Peak Road is classified as a Rural Minor Collector, and therefore, not eligible for federal aid. The existing structure provides a single travel lane and has a condition rating of “poor” for both the bridge deck and superstructure. It is 13-foot-wide with a distance of 19 feet, 2 inches between abutments, and does not meet National Bridge Inspection Standards (NBIS). The bridge is part of a critical evacuation route for the community and has exceeded its useful life.

The project will replace the existing structure with a new single span cast-in-place reinforced concrete slab supported by spread CIDH Piles. The new bridge clear width will be 20 ft wide or 27 ft when including two steel mounted barriers. The bridge will correct all structural and safety deficiencies to bring the structure up to current AASHTO and Mariposa County Standards. The new replacement bridge will be constructed on the same alignment as the existing structure and the vertical profile will be adjusted to meet the freeboard requirements and in accordance with AASHTO Geometric Design standards with a design speed of 15 miles per hour (mph). The proposed structure will have a clear width of 20 feet in accordance with CalFire Standards. The project will provide safe passage for approximately 440 vehicles per day that utilize the bridge and preserve the integrity of this critical evacuation route for the local community.

Agency Responsible for Implementation: Mariposa County
PPNO:
Project Location: 37.41618, -119.86329
Delivery Schedule Milestones:

- PA&ED Completion: 12/2023
- PS&E Completion: 11/2027
- Right of Way Completion: 4/2027
- Begin Construction: 11/2027

Current Funding Plan:

- PA&ED: $334,217
- PS&E (Final Design): $203,360
- Right-of-Way: $25,000
- Construction: $**1,597,123**
- **Total Project Cost: $2,159,700**

Legislative Districts: Federal 5th Congressional District, State Senate 4th District, State Assembly 8th District
Regional Transportation Plan Location: RTP, Page 13

F. Appendices

Section 17. Projects Programming Request Forms

Section 18. Board Resolution or Documentation of 2026 RTIP Approval

Section 19. Fact Sheet

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0005 v1

Amendment (Existing Project) ☐ YES ☒ NO						Date	11/04/2025 18:51:18
Programs ☐ LPP-C	☐ LPP-F	☐ SCCP	☐ TCEP	☒ STIP	☐ Other		
District	EA	Project ID	PPNO	Nominating Agency			
10		1023000133	3553	Mariposa County Local Transportation Commission			
County	Route	PM Back	PM Ahead	Co-Nominating Agency			
Mariposa County							
				MPO	Element		
				NON-MPO	Local Assistance		
Project Manager/Contact			Phone	Email Address			
Joe Williams			209-966-5356	jwilliams@mariposacounty.org			

Project Title

Indian Peak Bridge

Location (Project Limits), Description (Scope of Work)

In the southeast portion of unincorporated Mariposa County, replace an existing single-lane, structurally deficient structure with a new bridge.

Component	Implementing Agency
PA&ED	Mariposa County
PS&E	Mariposa County
Right of Way	Mariposa County
Construction	Mariposa County

Legislative Districts

Assembly:	5	Senate:	8	Congressional:	4

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	01/01/2023	01/01/2023
Circulate Draft Environmental Document Document Type ND/MND	12/31/2023	12/31/2023
Draft Project Report	03/01/2024	03/01/2024
End Environmental Phase (PA&ED Milestone)	06/30/2024	06/30/2024
Begin Design (PS&E) Phase	06/30/2024	06/30/2024
End Design Phase (Ready to List for Advertisement Milestone)	06/30/2026	06/30/2026
Begin Right of Way Phase	06/30/2024	06/30/2024
End Right of Way Phase (Right of Way Certification Milestone)	06/30/2026	06/30/2026
Begin Construction Phase (Contract Award Milestone)	01/01/2027	01/01/2027
End Construction Phase (Construction Contract Acceptance Milestone)	12/31/2027	12/31/2027
Begin Closeout Phase	01/01/2028	01/01/2028
End Closeout Phase (Closeout Report)	06/30/2028	06/30/2028

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0005 v1

Date 11/04/2025 18:51:18

Purpose and Need

The existing structure is a single lane structurally deficient bridge.

NHS Improvements ☐ YES ☒ NO	Roadway Class NA	Reversible Lane Analysis ☐ YES ☒ NO

Inc. Sustainable Communities Strategy Goals ☐ YES ☒ NO Reduce Greenhouse Gas Emissions ☐ YES ☒ NO

Project Outputs

Category	Outputs	Unit	Total
Bridge / Tunnel	Local reconstructed bridge/tunnels	SQFT	480

DRAFT

Date 11/04/2025 18:51:18

Additional Information

DRAFT

Performance Indicators and Measures						
Measure	**Required For**	**Indicator/Measure**	**Unit**	**Build**	**Future No Build**	**Change**
System Preservation Bridges	Optional	Bridge Superstructure Rating	Rating	Good	Poor	

DRAFT

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0005 v1

District	County	Route	EA	Project ID	PPNO
10	Mariposa County			1023000133	3553

Project Title

Indian Peak Bridge

Existing Total Project Cost ($1,000s)									
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Implementing Agency
E&P (PA&ED)	25							25	Mariposa County
PS&E	75							75	Mariposa County
R/W SUP (CT)									Mariposa County
CON SUP (CT)									Mariposa County
R/W	25							25	Mariposa County
CON		660						660	Mariposa County
TOTAL	125	660						785	
Proposed Total Project Cost ($1,000s)									Notes
E&P (PA&ED)	25	309						334	
PS&E	75	129						204	
R/W SUP (CT)									
CON SUP (CT)									
R/W	25							25	
CON		660	962					1,622	
TOTAL	125	1,098	962					2,185	

Fund #1:	RIP - COVID Relief Funds - STIP (Committed)								Program Code
Existing Funding ($1,000s)									20.30.010.817
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)	25							25	Mariposa County
PS&E	75							75	$25 PAED voted 03/22/23 $75 PSE voted 06/27/24 $25 RW voted 06/27/24
R/W SUP (CT)									
CON SUP (CT)									
R/W	25							25	
CON									
TOTAL	125							125	
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)	25							25	
PS&E	75							75	
R/W SUP (CT)									
CON SUP (CT)									
R/W	25							25	
CON									
TOTAL	125							125	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0005 v1

Fund #2:	RIP - National Hwy System (Committed)								Program Code
	Existing Funding ($1,000s)								20.30.600.620
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									Mariposa County Local Transportatio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		660						660	
TOTAL		660						660	
	Proposed Funding ($1,000s)								Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		660						660	
TOTAL		660						660	

Fund #3:	RIP - National Hwy System (Committed)								Program Code
	Existing Funding ($1,000s)								
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
	Proposed Funding ($1,000s)								Notes
E&P (PA&ED)		309						309	
PS&E		129						129	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			962					962	
TOTAL		438	962					1,400	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0005 v1

Complete this page for amendments only Date 11/04/2025 18:51:18

District	County	Route	EA	Project ID	PPNO
10	Mariposa County			1023000133	3553

SECTION 1 - All Projects

Project Background

The Indian Peak Road Bridge Replacement project (Bridge No. 40C-0023) will replace the existing functionally obsolete and structurally deficient single-lane bridge over Agua Fria Creek on Indian Peak Road in Mariposa County. The project includes construction of a new two-lane bridge that meets current design and safety standards, as well as necessary approach roadway improvements, guardrails, and drainage features. The project improves safety, reliability, and year-round access for local residents and emergency vehicles.

Programming Change Requested

Add 2026 STIP funds to the Construction phase to reflect updated project cost estimates and align the project delivery with the 2026 STIP programming period. No change to project scope, limits, or purpose is proposed. The amendment will ensure adequate funding to complete the bridge replacement and maintain the project's readiness for allocation.

Reason for Proposed Change

The proposed amendment adds 2026 STIP funding to the Construction phase to account for updated cost estimates and inflationary increases identified during project development. The adjustment ensures sufficient funding to deliver the bridge replacement as originally scoped and aligns the project with the 2026 STIP programming period. No change to project limits, scope, or schedule is proposed.

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

Other Significant Information

SECTION 2 - For SB1 Project Only

Project Amendment Request (Please follow the individual SB1 program guidelines for specific criteria)

Mariposa County requests to amend the Indian Peak Bridge Replacement project to include additional 2026 STIP funding in the Construction phase. The amendment reflects updated project cost estimates and aligns the project with the 2026 STIP programming period (FY 2026-27). No changes are proposed to the project scope, limits, or purpose.

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.

Name (Print or Type)	Signature	Title	Date

SECTION 3 - All Projects

Attachments
1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
2) Project Location Map

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0004 v2

Amendment (Existing Project) ☐ YES ☒ NO						Date	11/04/2025 19:00:19
Programs ☐ LPP-C	☐ LPP-F	☐ SCCP	☐ TCEP	☒ STIP	☐ Other		
District	EA	Project ID	PPNO	Nominating Agency			
10		1022000273	3552	Mariposa County Local Transportation Commission			
County	Route	PM Back	PM Ahead	Co-Nominating Agency			
Mariposa County							
				MPO		Element	
				NON-MPO		Local Assistance	
Project Manager/Contact			Phone	Email Address			
Joe Williams			209-966-5356	jwilliams@mariposacounty.org			

Project Title

Harris Road Bridge

Location (Project Limits), Description (Scope of Work)

In the Ponderosa Basin community in Mariposa County, replace an existing single-lane, structurally deficient structure with a new bridge.

Component	Implementing Agency
PA&ED	Mariposa County
PS&E	Mariposa County
Right of Way	Mariposa County
Construction	Mariposa County

Legislative Districts

Assembly:	5	Senate:	8	Congressional:	4

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	01/01/2023	01/01/2023
Circulate Draft Environmental Document Document Type ND/MND	12/31/2023	12/31/2023
Draft Project Report	03/01/2024	03/01/2024
End Environmental Phase (PA&ED Milestone)	06/30/2024	06/30/2024
Begin Design (PS&E) Phase	06/30/2024	06/30/2024
End Design Phase (Ready to List for Advertisement Milestone)	06/30/2026	06/30/2026
Begin Right of Way Phase	06/30/2024	06/30/2024
End Right of Way Phase (Right of Way Certification Milestone)	06/30/2026	06/30/2026
Begin Construction Phase (Contract Award Milestone)	01/01/2027	01/01/2027
End Construction Phase (Construction Contract Acceptance Milestone)	12/31/2027	12/31/2027
Begin Closeout Phase	01/01/2028	01/01/2028
End Closeout Phase (Closeout Report)	06/30/2028	06/30/2028

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0004 v2

Date 11/04/2025 19:00:19

Purpose and Need

The existing structure is a single lane structurally deficient bridge.

NHS Improvements ☐ YES ☒ NO	Roadway Class NA	Reversible Lane Analysis ☐ YES ☒ NO

Inc. Sustainable Communities Strategy Goals ☐ YES ☒ NO Reduce Greenhouse Gas Emissions ☐ YES ☒ NO

Project Outputs

Category	Outputs	Unit	Total
Bridge / Tunnel	Local reconstructed bridge/tunnels	SQFT	480

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Additional Information

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PPR ID
ePPR-6139-2022-0004 v2

Performance Indicators and Measures						
Measure	**Required For**	**Indicator/Measure**	**Unit**	**Build**	**Future No Build**	**Change**
System Preservation Bridges	Optional	Bridge Superstructure Rating	Rating	Good	Poor	

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0004 v2

District	County	Route	EA	Project ID	PPNO
10	Mariposa County			1022000273	3552

Project Title

Harris Road Bridge

Existing Total Project Cost ($1,000s)								
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total
E&P (PA&ED)	75							75
PS&E	100							100
R/W SUP (CT)								
CON SUP (CT)								
R/W	30							30
CON		910						910
TOTAL	205	910						1,115

Proposed Total Project Cost ($1,000s)								
E&P (PA&ED)	75							75
PS&E	100	165						265
R/W SUP (CT)								
CON SUP (CT)								
R/W	30	70						100
CON		910	1,447					2,357
TOTAL	205	1,145	1,447					2,797

Implementing Agency
Mariposa County
Mariposa County
Mariposa County
Mariposa County
Mariposa County
Mariposa County

Notes

Fund #1:	RIP - COVID Relief Funds - STIP (Committed)							
Existing Funding ($1,000s)								
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total
E&P (PA&ED)	75							75
PS&E	100							100
R/W SUP (CT)								
CON SUP (CT)								
R/W	30							30
CON								
TOTAL	205							205

Program Code
20.30.010.817

Funding Agency
Mariposa County Local Transportatio

$75 PAED voted 03/22/23
$30 RW voted 06/27/24
$100 PSE voted 06/27/24

Proposed Funding ($1,000s)								
E&P (PA&ED)	75							75
PS&E	100							100
R/W SUP (CT)								
CON SUP (CT)								
R/W	30							30
CON								
TOTAL	205							205

Notes

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0004 v2

Fund #2:	RIP - National Hwy System (Committed)								Program Code
	Existing Funding ($1,000s)								20.30.600.620
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									Mariposa County Local Transportatio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		910						910	
TOTAL		910						910	
	Proposed Funding ($1,000s)								Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		910						910	
TOTAL		910						910	

Fund #3:	RIP - National Hwy System (Committed)								Program Code
	Existing Funding ($1,000s)								
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
	Proposed Funding ($1,000s)								Notes
E&P (PA&ED)									
PS&E		165						165	
R/W SUP (CT)									
CON SUP (CT)									
R/W		70						70	
CON			1,447					1,447	
TOTAL		235	1,447					1,682	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0004 v2

Complete this page for amendments only Date 11/04/2025 19:00:19

District	County	Route	EA	Project ID	PPNO
10	Mariposa County			1022000273	3552

SECTION 1 - All Projects

Project Background

The Joe Howard Street Sidewalk Improvements project was originally programmed in the 2024 STIP to close a sidewalk gap along Joe Howard Street, approximately 850 feet south of SR 49 in Mariposa County. The project includes construction of approximately 200 feet of curb, gutter, and sidewalk, roadway excavation, cold planning, minor concrete, hot mix asphalt (HMA) placement, and striping. The project improves pedestrian safety and connectivity within the Mariposa Town area and supports local active transportation goals.

Programming Change Requested

Add 2026 STIP funds to support the construction phase and ensure full delivery of the project within the extended 2026 STIP programming period. No change in project scope or limits is proposed. The additional funding reflects updated construction cost estimates and allocation capacity available under the 2026 STIP Fund Estimate.

Reason for Proposed Change

The proposed amendment adds 2026 STIP funding to the project to cover updated cost estimates and ensure full delivery within the extended 2026 STIP programming period. Since the original allocation, construction costs have increased due to inflation, updated unit prices, and refined quantities identified during design. The additional funding will allow Mariposa County to maintain project scope and schedule while keeping the project eligible for timely allocation once construction is ready to proceed in FY 2026-27.

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

Other Significant Information

SECTION 2 - For SB1 Project Only

Project Amendment Request (Please follow the individual SB1 program guidelines for specific criteria)

Mariposa County requests to amend the project to include additional 2026 STIP funds in the PS&E and Construction phases to address increased cost estimates and align with the new 2026 STIP programming period. No change to project scope or limits is proposed. The amendment will ensure the project remains fully funded and ready for allocation under the updated STIP cycle.

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.

Name (Print or Type)	Signature	Title	Date

SECTION 3 - All Projects

Attachments
1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
2) Project Location Map

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0002 v1

Amendment (Existing Project) ☐ YES ☒ NO						Date	11/04/2025 17:26:03
Programs ☐ LPP-C ☐ LPP-F ☐ SCCP ☐ TCEP ☒ STIP ☐ Other							
District	EA	Project ID	PPNO	Nominating Agency			
10			3548	Mariposa County Local Transportation Commission			
County	Route	PM Back	PM Ahead	Co-Nominating Agency			
Mariposa County							
				MPO	Element		
				NON-MPO	Local Assistance		
Project Manager/Contact			Phone	Email Address			
Joe Williams			209-617-4881	jwilliams@mariposacounty.org			

Project Title

Indian Peak Road Rehabiliation

Location (Project Limits), Description (Scope of Work)

Near the Town of Mariposa, on local road from PM 12.66 to PM 13.67. Apply chip seal treatment to approximately 1.01 miles of roadway with a double yellow centerline.

Component	Implementing Agency
PA&ED	Mariposa County
PS&E	Mariposa County
Right of Way	Mariposa County
Construction	Mariposa County

Legislative Districts

Assembly:	5	Senate:	8	Congressional:	4

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase		
Circulate Draft Environmental Document Document Type CE		
Draft Project Report		
End Environmental Phase (PA&ED Milestone)		
Begin Design (PS&E) Phase	01/01/2026	01/01/2026
End Design Phase (Ready to List for Advertisement Milestone)	06/30/2026	06/30/2026
Begin Right of Way Phase		
End Right of Way Phase (Right of Way Certification Milestone)		
Begin Construction Phase (Contract Award Milestone)	01/01/2027	01/01/2027
End Construction Phase (Construction Contract Acceptance Milestone)	12/31/2027	12/31/2027
Begin Closeout Phase	01/01/2028	01/01/2028
End Closeout Phase (Closeout Report)	06/30/2028	06/30/2028

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0002 v1

Date 11/04/2025 17:26:03

Purpose and Need

According to Mariposa's Pavement Management System, Indian Peak Road was last rated in March of 2021 and has PCI of 32. Comments included "deteriorated edges" and "very bumpy". The purpose is to preserve and extend the life of the pavement and enhance safety for another 20 years.

NHS Improvements ☐ YES ☒ NO	Roadway Class NA	Reversible Lane Analysis ☐ YES ☒ NO

Inc. Sustainable Communities Strategy Goals ☐ YES ☒ NO Reduce Greenhouse Gas Emissions ☐ YES ☒ NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	Local road - rehabilitated Miles	Miles	0.93

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Date 11/04/2025 17:26:03

Additional Information

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PPR ID
ePPR-6139-2022-0002 v1

Performance Indicators and Measures						
Measure	**Required For**	**Indicator/Measure**	**Unit**	**Build**	**Future No Build**	**Change**
System Preservation Pavement	Optional	Pavement Condition Index	Index	100	35	65
			Rating	Good	Poor	

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0002 v1

District	County	Route	EA	Project ID	PPNO
10	Mariposa County				3548

Project Title

Indian Peak Road Rehabiliation

Existing Total Project Cost ($1,000s)								
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Implementing Agency
E&P (PA&ED)									Mariposa County
PS&E	20							20	Mariposa County
R/W SUP (CT)									Mariposa County
CON SUP (CT)									Mariposa County
R/W									Mariposa County
CON		785						785	Mariposa County
TOTAL	20	785						805	
Proposed Total Project Cost ($1,000s)									Notes
E&P (PA&ED)									
PS&E	20							20	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		785						785	
TOTAL	20	785						805	

Fund #1:	RIP - National Hwy System (Committed)								Program Code
Existing Funding ($1,000s)									20.30.600.620
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									Mariposa County Local Transportatio
PS&E	20							20	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		785						785	
TOTAL	20	785						805	
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									
PS&E	20							20	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		785						785	
TOTAL	20	785						805	

DRAFT

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0002 v1

Complete this page for amendments only Date 11/04/2025 17:26:03

District	County	Route	EA	Project ID	PPNO
10	Mariposa County				3548

SECTION 1 - All Projects

Project Background

Indian Peak Road serves as a key local collector providing access to residential areas and community destinations near the Town of Mariposa. The existing pavement within the project limits (PM 15.30 to PM 16.23) has reached the end of its service life and exhibits surface cracking and deterioration. The project will rehabilitate approximately 0.93 mile of roadway through pavement digouts and asphalt overlay. No changes to roadway geometry or drainage are proposed, and all work will occur within the existing right-of-way.
This rehabilitation effort is part of Mariposa County's ongoing local road improvement program to preserve roadway condition, enhance safety, and reduce future maintenance costs.

Programming Change Requested

Update project scope to reflect chip seal pavement preservation from PM 12.66 to PM 13.67 (1.01 miles) instead of asphalt overlay. No change to total programmed funding or delivery schedule.

Reason for Proposed Change

The project scope has been updated to reflect a chip seal pavement preservation treatment rather than a full pavement rehabilitation. The revised scope more accurately reflects existing pavement conditions and aligns with the County's current pavement management strategy. The change allows the County to extend roadway service life at lower cost while maintaining the same programmed funding and delivery schedule. No changes are proposed to project limits, total cost, or fiscal year programming.

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

Other Significant Information

SECTION 2 - For SB1 Project Only

Project Amendment Request (Please follow the individual SB1 program guidelines for specific criteria)

This amendment updates the project scope from "pavement rehabilitation" to "chip seal pavement preservation" to better reflect the existing roadway condition and the County's current maintenance priorities. The revised scope involves applying a chip seal surface treatment from PM 12.66 to PM 13.67 (approximately 1.01 miles) with a double yellow centerline.
No changes are proposed to the project limits, total cost, or programming by component. The project remains programmed for PS&E in FY 2025–26 and Construction in FY 2026–27. Environmental and right-of-way phases are not applicable since all work occurs within the existing roadway footprint.

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.

Name (Print or Type)	Signature	Title	Date

SECTION 3 - All Projects

Attachments
1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
2) Project Location Map

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0006 v1

Amendment (Existing Project) ☐ YES ☒ NO						Date	11/04/2025 15:27:46
Programs ☐ LPP-C ☐ LPP-F ☐ SCCP ☐ TCEP ☒ STIP ☐ Other							
District	EA	Project ID	PPNO	Nominating Agency			
10			3549	Mariposa County Local Transportation Commission			
County	Route	PM Back	PM Ahead	Co-Nominating Agency			
Mariposa County							
				MPO	Element		
				NON-MPO	Local Assistance		
Project Manager/Contact			Phone	Email Address			
Joe Williams			209-966-5356	jwilliams@mariposacounty.org			

Project Title

Old Toll Road Rehabilitation

Location (Project Limits), Description (Scope of Work)

Near the Town of Mariposa, on Old Toll Road from PM 10.68 to PM 12.69. Apply Type II slurry seal to approximately 2.01 miles of roadway with center double yellow lines and fog/edge lines on both sides.

Component	Implementing Agency
PA&ED	Mariposa County
PS&E	Mariposa County
Right of Way	Mariposa County
Construction	Mariposa County

Legislative Districts

Assembly:	5	Senate:	8	Congressional:	4

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase		
Circulate Draft Environmental Document Document Type CE		
Draft Project Report		
End Environmental Phase (PA&ED Milestone)		
Begin Design (PS&E) Phase		
End Design Phase (Ready to List for Advertisement Milestone)		
Begin Right of Way Phase		
End Right of Way Phase (Right of Way Certification Milestone)		
Begin Construction Phase (Contract Award Milestone)	01/01/2026	01/01/2026
End Construction Phase (Construction Contract Acceptance Milestone)	12/31/2026	12/31/2026
Begin Closeout Phase	01/01/2027	01/01/2027
End Closeout Phase (Closeout Report)	06/30/2027	06/30/2027

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0006 v1

Date 11/04/2025 15:27:46

Purpose and Need

According to Mariposa's Pavement Management System, Old Toll Road was last rated in March of 2021 and has PCI of 13. The purpose is to preserve and extend the life of the pavement and enhance safety.

NHS Improvements ☐ YES ☒ NO	Roadway Class NA	Reversible Lane Analysis ☐ YES ☒ NO

Inc. Sustainable Communities Strategy Goals ☐ YES ☒ NO Reduce Greenhouse Gas Emissions ☐ YES ☒ NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	Local road - rehabilitated Miles	Miles	3.23

DRAFT

PPR ID
ePPR-6139-2022-0006 v1

Date 11/04/2025 15:27:46

Additional Information

DRAFT

PPR ID
ePPR-6139-2022-0006 v1

Performance Indicators and Measures						
Measure	**Required For**	**Indicator/Measure**	**Unit**	**Build**	**Future No Build**	**Change**
System Preservation Pavement	Optional	Pavement Condition Index	Index	100	13	87
			Rating	Good	Poor	

DRAFT

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0006 v1

District	County	Route	EA	Project ID	PPNO
10	Mariposa County				3549

Project Title

Old Toll Road Rehabilitation

Existing Total Project Cost ($1,000s)								
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Implementing Agency
E&P (PA&ED)									Mariposa County
PS&E									Mariposa County
R/W SUP (CT)									Mariposa County
CON SUP (CT)									Mariposa County
R/W									Mariposa County
CON	1,500							1,500	Mariposa County
TOTAL	1,500							1,500	
Proposed Total Project Cost ($1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	1,500							1,500	
TOTAL	1,500							1,500	

Fund #1:	RIP - National Hwy System (Committed)								Program Code
Existing Funding ($1,000s)									20.30.600.620
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									Mariposa County Local Transportatio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	1,500							1,500	
TOTAL	1,500							1,500	
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	1,500							1,500	
TOTAL	1,500							1,500	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0006 v1

Complete this page for amendments only Date 11/04/2025 15:27:46

District	County	Route	EA	Project ID	PPNO
10	Mariposa County				3549

SECTION 1 - All Projects

Project Background

Old Toll Road is a two-lane rural collector providing local access near the Town of Mariposa. The roadway pavement between postmiles 10.68 and 12.69 has experienced moderate surface wear and oxidation but remains structurally sound. The project will apply a Type II slurry seal to approximately 2.01 miles of roadway to restore surface texture, improve skid resistance, and extend pavement life. Work will include installation of center double yellow lines and fog/edge lines on both sides. All improvements will occur within the existing roadway footprint and no right-of-way or environmental impacts are anticipated.

Programming Change Requested

Update project scope to reflect a Type II slurry seal treatment from PM 10.68 to PM 12.69 (2.01 miles) in place of the previously programmed pavement rehabilitation work. No changes are proposed to project limits, cost, or schedule. The project remains programmed for the Construction phase in FY 2025–26.

Reason for Proposed Change

The project scope has been revised from pavement rehabilitation to a Type II slurry seal treatment based on updated pavement condition assessments. The roadway remains in good structural condition, and a slurry seal will adequately address surface wear while extending pavement life at lower cost. This modification ensures consistency with the County's pavement preservation program and optimizes the use of STIP funds. No changes are proposed to project limits, cost, or schedule.

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

Other Significant Information

SECTION 2 - For SB1 Project Only

Project Amendment Request (Please follow the individual SB1 program guidelines for specific criteria)

This amendment updates the project scope from pavement rehabilitation to a Type II slurry seal treatment to reflect current pavement conditions and maintenance needs. The revised project will apply slurry seal from PM 10.68 to PM 12.69 (approximately 2.01 miles) with center double yellow and edge striping.
No changes are proposed to the total project cost, limits, or schedule. The project remains programmed for Construction in FY 2025-26 and will continue to utilize existing STIP county share funding. Environmental, design, and right-of-way phases are not applicable.

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.

Name (Print or Type)	Signature	Title	Date

SECTION 3 - All Projects

Attachments
1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
2) Project Location Map

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0007 v1

Amendment (Existing Project)	☐ YES	☒ NO				Date	11/04/2025 17:35:31
Programs	☐ LPP-C	☐ LPP-F	☐ SCCP	☐ TCEP	☒ STIP	☐ Other	

District	EA	Project ID	PPNO	Nominating Agency	
10			3550	Mariposa County Local Transportation Commission	
County	**Route**	**PM Back**	**PM Ahead**	**Co-Nominating Agency**	
Mariposa County					
				MPO	**Element**
				NON-MPO	Local Assistance

Project Manager/Contact	Phone	Email Address
Joe Williams	209-966-5356	jwilliams@mariposacounty.org

Project Title

Joe Howard Sidewalk Improvements

Location (Project Limits), Description (Scope of Work)

In the Town of Mariposa, on Joe Howard Road from PM 10.00 to PM 10.37. Apply a chip seal surface treatment to approximately 0.37 mile of roadway with a double yellow centerline.

Component	Implementing Agency
PA&ED	Mariposa County
PS&E	Mariposa County
Right of Way	Mariposa County
Construction	Mariposa County

Legislative Districts

Assembly:	8	Senate:	5	Congressional:	4

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase		
Circulate Draft Environmental Document — Document Type CE		
Draft Project Report		
End Environmental Phase (PA&ED Milestone)		
Begin Design (PS&E) Phase	01/01/2026	01/01/2026
End Design Phase (Ready to List for Advertisement Milestone)	06/30/2026	06/30/2026
Begin Right of Way Phase		
End Right of Way Phase (Right of Way Certification Milestone)		
Begin Construction Phase (Contract Award Milestone)	01/02/0027	01/02/0027
End Construction Phase (Construction Contract Acceptance Milestone)	01/01/0028	01/01/0028
Begin Closeout Phase	01/02/0028	01/02/0028
End Closeout Phase (Closeout Report)	07/01/0028	07/01/0028

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0007 v1

Date 11/04/2025 17:35:31

Purpose and Need

The purpose of this project is to preserve the pavement condition and extend the service life of Joe Howard Road in the Town of Mariposa. The existing pavement between PM 10.00 and PM 10.37 has experienced surface wear and minor cracking. Applying a chip seal treatment will restore surface quality, improve ride comfort, and enhance roadway safety with new centerline striping. The project supports the County's pavement management and maintenance goals by proactively addressing deterioration within existing right-of-way limits.

NHS Improvements ☐ YES ☒ NO	Roadway Class NA	Reversible Lane Analysis ☐ YES ☒ NO

Inc. Sustainable Communities Strategy Goals ☐ YES ☒ NO Reduce Greenhouse Gas Emissions ☐ YES ☒ NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	Local road - rehabilitated Miles	Miles	0.37

PPR ID
ePPR-6139-2022-0007 v1

Date 11/04/2025 17:35:31

Additional Information

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PPR ID
ePPR-6139-2022-0007 v1

Performance Indicators and Measures						
Measure	**Required For**	**Indicator/Measure**	**Unit**	**Build**	**Future No Build**	**Change**
System Preservation Pavement	Optional	Pavement Condition Index	Index	75	45	30
			Rating	Good	Poor	

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0007 v1

District	County	Route	EA	Project ID	PPNO
10	Mariposa County				3550

Project Title

Joe Howard Sidewalk Improvements

Existing Total Project Cost ($1,000s)								
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Implementing Agency
E&P (PA&ED)									Mariposa County
PS&E	40							40	Mariposa County
R/W SUP (CT)									Mariposa County
CON SUP (CT)									Mariposa County
R/W									Mariposa County
CON		247						247	Mariposa County
TOTAL	40	247						287	
Proposed Total Project Cost ($1,000s)									Notes
E&P (PA&ED)									
PS&E	40							40	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		247						247	
TOTAL	40	247						287	

Fund #1:	RIP - National Hwy System (Committed)								Program Code
Existing Funding ($1,000s)									20.30.600.620
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									Mariposa County Local Transportatio
PS&E	40							40	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		247						247	
TOTAL	40	247						287	
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									
PS&E	40							40	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		247						247	
TOTAL	40	247						287	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0007 v1

Complete this page for amendments only Date 11/04/2025 17:35:31

District	County	Route	EA	Project ID	PPNO
10	Mariposa County				3550

SECTION 1 - All Projects

Project Background

The Joe Howard Street Sidewalk Improvements project was originally programmed to close a sidewalk gap along Joe Howard Street approximately 850 feet south of SR 49 by constructing approximately 200 feet of curb, gutter, and sidewalk. The original project scope included roadway excavation, cold planning, minor concrete, HMA placement, and striping. The project was intended to enhance pedestrian safety and connectivity within the Mariposa Town area.

Programming Change Requested

Amend the project scope and category from Active Transportation (Sidewalk) to Highway Pavement Rehabilitation. The revised project will perform pavement preservation on Joe Howard Road from PM 10.00 to PM 10.37, including chip seal and new centerline striping, using the existing programmed STIP funds. No change in total programmed funding is requested.

Reason for Proposed Change

Due to significantly higher construction cost estimates, the original sidewalk improvement scope is no longer feasible within the programmed STIP funding amount. Mariposa County proposes to amend the project scope to perform a pavement preservation treatment instead. The revised project will apply a chip seal on Joe Howard Road from PM 10.00 to PM 10.37, including a double yellow centerline. This change maintains local roadway condition and safety while utilizing the existing programmed funding efficiently. The project category will change from Active Transportation (sidewalk) to Pavement (road rehabilitation).

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

Other Significant Information

SECTION 2 - For SB1 Project Only

Project Amendment Request (Please follow the individual SB1 program guidelines for specific criteria)

Mariposa County requests to amend the scope of the Joe Howard Street Sidewalk Improvements project (PPNO 3550) to reflect a change in work type from an Active Transportation sidewalk project to a Pavement Preservation project.
The revised project will apply a chip seal treatment to Joe Howard Road between PM 10.00 and PM 10.37, including the installation of a double yellow centerline. The original sidewalk improvement scope has become infeasible due to construction cost escalation and limited available funding. The proposed scope revision allows the County to retain the programmed STIP funding and deliver a cost-effective pavement preservation improvement that extends pavement service life, improves roadway safety, and maintains the project's schedule within the programmed fiscal year.
No change to the total programmed STIP funding amount or delivery schedule is requested.

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.

Name (Print or Type)	Signature	Title	Date

SECTION 3 - All Projects

Attachments

1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
2) Project Location Map

DRAFT

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0008 v1

Amendment (Existing Project) ☐ YES ☒ NO						Date	11/04/2025 15:22:23
Programs ☐ LPP-C	☐ LPP-F	☐ SCCP	☐ TCEP	☒ STIP	☐ Other		
District	EA	Project ID	PPNO	Nominating Agency			
10			3551	Mariposa County Local Transportation Commission			
County	Route	PM Back	PM Ahead	Co-Nominating Agency			
Mariposa County							
				MPO		Element	
				NON-MPO		Local Assistance	
Project Manager/Contact			Phone	Email Address			
Joe Williams			209-966-5356	jwilliams@mariposacounty.org			

Project Title

E Whitlock Road Rehabilitation

Location (Project Limits), Description (Scope of Work)

Near the Town of Mariposa, on East Whitlock Road from PM 10.00 to PM 14.20. Apply Type II slurry seal with fog seal treatments along both edges of the roadway.

Component	Implementing Agency
PA&ED	Mariposa County
PS&E	Mariposa County
Right of Way	Mariposa County
Construction	Mariposa County

Legislative Districts

Assembly:	5	Senate:	8	Congressional:	4

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase		
Circulate Draft Environmental Document Document Type CE		
Draft Project Report		
End Environmental Phase (PA&ED Milestone)		
Begin Design (PS&E) Phase		
End Design Phase (Ready to List for Advertisement Milestone)		
Begin Right of Way Phase		
End Right of Way Phase (Right of Way Certification Milestone)		
Begin Construction Phase (Contract Award Milestone)	01/01/2026	01/01/2026
End Construction Phase (Construction Contract Acceptance Milestone)	12/31/2026	12/31/2026
Begin Closeout Phase	01/01/2027	01/01/2027
End Closeout Phase (Closeout Report)	06/30/2027	06/30/2027

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0008 v1

Date 11/04/2025 15:22:23

Purpose and Need

According to Mariposa's Pavement Management System, E. Whitlock Road was last rated in March of 2021 and has PCI of 36. The purpose is to preserve and extend the life of the pavement and enhance safety.

NHS Improvements ☐ YES ☒ NO	Roadway Class NA	Reversible Lane Analysis ☐ YES ☒ NO

Inc. Sustainable Communities Strategy Goals ☐ YES ☒ NO Reduce Greenhouse Gas Emissions ☐ YES ☒ NO

Project Outputs

Category	Outputs	Unit	Total
Pavement (lane-miles)	Local road - rehabilitated Miles	Miles	1.1

DRAFT

Date 11/04/2025 15:22:23

Additional Information

DRAFT

PPR ID
ePPR-6139-2022-0008 v1

Performance Indicators and Measures						
Measure	**Required For**	**Indicator/Measure**	**Unit**	**Build**	**Future No Build**	**Change**
System Preservation Pavement	Optional	Pavement Condition Index	Index	100	36	64
			Rating	Good	Poor	

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0008 v1

District	County	Route	EA	Project ID	PPNO
10	Mariposa County				3551

Project Title

E Whitlock Road Rehabilitation

Existing Total Project Cost ($1,000s)								
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Implementing Agency
E&P (PA&ED)									Mariposa County
PS&E									Mariposa County
R/W SUP (CT)									Mariposa County
CON SUP (CT)									Mariposa County
R/W									Mariposa County
CON	830							830	Mariposa County
TOTAL	830							830	
Proposed Total Project Cost ($1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	830							830	
TOTAL	830							830	

Fund #1:	RIP - National Hwy System (Committed)								Program Code
Existing Funding ($1,000s)									20.30.600.620
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total	Funding Agency
E&P (PA&ED)									Mariposa County Local Transportatio
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	830							830	
TOTAL	830							830	
Proposed Funding ($1,000s)									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON	830							830	
TOTAL	830							830	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-6139-2022-0008 v1

Complete this page for amendments only Date 11/04/2025 15:22:23

District	County	Route	EA	Project ID	PPNO
10	Mariposa County				3551

SECTION 1 - All Projects

Project Background

East Whitlock Road serves as an important local access route connecting rural residential areas to State Route 140 and the Town of Mariposa. The roadway experiences moderate local and agricultural traffic and is a key link for school buses and emergency services. According to Mariposa County's Pavement Management System, the pavement condition along East Whitlock Road between post miles 10.00 and 14.20 has deteriorated to a Pavement Condition Index (PCI) of 36, indicating poor condition. The roadway surface exhibits cracking and raveling consistent with age and weathering. The proposed project will implement a Type II slurry seal with edge fog lines to preserve the existing pavement, extend service life, and improve safety for all users.

Programming Change Requested

Reason for Proposed Change

The original project scope included pavement rehabilitation with digouts and a hot mix asphalt (HMA) overlay from PM 16.72 to PM 17.82. During preliminary assessment and cost review, it was determined that the programmed funding level is not sufficient to complete the HMA overlay as originally scoped. To maintain project delivery within available resources and preserve the roadway condition, the County proposes to modify the scope to a pavement preservation treatment consisting of a Type II slurry seal with two edge fog lines from PM 10.00 to PM 14.20. The revised scope remains consistent with the intent of the original project by extending pavement life and improving surface quality but at a reduced cost and expanded coverage area.

If proposed change will delay one or more components, clearly explain 1) reason for the delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

Other Significant Information

SECTION 2 - For SB1 Project Only

Project Amendment Request (Please follow the individual SB1 program guidelines for specific criteria)

Mariposa County requests approval to amend the scope of work for the East Whitlock Road Rehabilitation Project (PPNO 3551) to reflect a change from pavement rehabilitation with digouts and an HMA overlay between PM 16.72 and PM 17.82 to a pavement preservation treatment consisting of a Type II slurry seal with two edge fog lines from PM 10.00 to PM 14.20. This amendment will maintain the project's objective of preserving roadway condition and extending pavement life while aligning the scope with available STIP funding. The revised project will continue to meet the goals of the SB 1 Local Streets and Roads Program by improving safety, ride quality, and long-term pavement performance.

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.

Name (Print or Type)	Signature	Title	Date

SECTION 3 - All Projects

Attachments

1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
2) Project Location Map

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-5940-2026-0001 v0

Amendment (Existing Project) ☐ YES ☒ NO						Date	11/04/2025 19:03:46
Programs ☐ LPP-C	☐ LPP-F	☐ SCCP	☐ TCEP	☒ STIP	☐ Other		
District	EA	Project ID	PPNO	Nominating Agency			
10				Mariposa County Local Transportation Commission			
County	Route	PM Back	PM Ahead	Co-Nominating Agency			
Mariposa County							
				MPO	Element		
				NON-MPO	Local Assistance		
Project Manager/Contact			Phone	Email Address			
Joe Williams			209-966-5356	jwilliams@mariposacounty.org			

Project Title

Planning, Programming and Monitoring

Location (Project Limits), Description (Scope of Work)

Planning, Programming and Monitoring.

Component	Implementing Agency
PA&ED	Mariposa County
PS&E	Mariposa County
Right of Way	Mariposa County
Construction	Mariposa County

Legislative Districts

Assembly:	8	Senate:	5	Congressional:	4

Project Milestone		Existing	Proposed
Project Study Report Approved			
Begin Environmental (PA&ED) Phase			
Circulate Draft Environmental Document	Document Type		
Draft Project Report			
End Environmental Phase (PA&ED Milestone)			
Begin Design (PS&E) Phase			
End Design Phase (Ready to List for Advertisement Milestone)			
Begin Right of Way Phase			
End Right of Way Phase (Right of Way Certification Milestone)			
Begin Construction Phase (Contract Award Milestone)			
End Construction Phase (Construction Contract Acceptance Milestone)			
Begin Closeout Phase			
End Closeout Phase (Closeout Report)			

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-5940-2026-0001 v0

Date 11/04/2025 19:03:46

Purpose and Need

NHS Improvements ☐ YES ☐ NO	Roadway Class	Reversible Lane Analysis ☐ YES ☐ NO

Inc. Sustainable Communities Strategy Goals ☐ YES ☐ NO Reduce Greenhouse Gas Emissions ☐ YES ☐ NO

Project Outputs

Category	Outputs	Unit	Total

DRAFT

PPR ID
ePPR-5940-2026-0001 v0

Date 11/04/2025 19:03:46

Additional Information

DRAFT

PPR ID
ePPR-5940-2026-0001 v0

Performance Indicators and Measures						
Measure	**Required For**	**Indicator/Measure**	**Unit**	**Build**	**Future No Build**	**Change**

DRAFT

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST (PPR)

PRG-0010 (REV 08/2020)

PPR ID
ePPR-5940-2026-0001 v0

District	County	Route	EA	Project ID	PPNO
10	Mariposa County				

Project Title

Planning, Programming and Monitoring

Existing Total Project Cost ($1,000s)								
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Proposed Total Project Cost ($1,000s)								
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON	75	25	28	28	28			184
TOTAL	75	25	28	28	28			184

Implementing Agency
Mariposa County
Mariposa County
Mariposa County
Mariposa County
Mariposa County
Mariposa County

Notes

Fund #1:	RIP - National Hwy System (Committed)							
Existing Funding ($1,000s)								
Component	Prior	26-27	27-28	28-29	29-30	30-31	31-32+	Total
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON								
TOTAL								

Proposed Funding ($1,000s)								
E&P (PA&ED)								
PS&E								
R/W SUP (CT)								
CON SUP (CT)								
R/W								
CON	75	25	28	28	28			184
TOTAL	75	25	28	28	28			184

Program Code

Funding Agency
Mariposa County

Notes

DRAFT

Mariposa County 2026 Regional Transportation Improvement Program

Mariposa County

EXECUTIVE SUMMARY

The 2026 Regional Transportation Improvement Program (RTIP) for Mariposa County, as prepared by the Local Transportation Commission (LTC) pursuant to the State Transportation Improvement Program (STIP) Guidelines, establishes the programming and implementation of the region's priority transportation system projects as identified in Mariposa County's adopted Regional Transportation Plan (RTP). This RTIP covers a 5-year programming period, beginning in fiscal year (FY) 2026/27 and ending in FY 2030/31. The 2026 RTIP is focused on the replacement of two local bridges located on rural minor collectors, and therefore, not eligible for federal aid: Harris Road Bridge Replacement and Indian Peak Bridge Replacement. The RTIP also provides for the rehabilitation of Old Toll Road, Indian Peak Road, Joe Howard Street, and East Whitlock Road through various pavement improvement methods and Planning, Programming and Monitoring (PPM) by County staff.

PROJECT BENEFITS

The two bride replacement projects (Harris Road Bridge Replacement and Indian Peak Bridge Replacement) will eliminate existing structural and existing safety deficiencies, by delivering two new structures that are up to current AASHTO and Mariposa County standards. These projects will provide enhanced safety and reliable crossings and preserve the integrity of critical evacuation routes for the local communities. The road rehabilitation projects (Old Toll Road, Indian Peak Road, Joe Howard Street, and East Whitlock Road) will provide durable, smooth, and well-maintained transportation infrastructure for the traveling public.

GOALS AND OBJECTIVES:

The two bridge projects (Harris Road Bridge Replacement and Indian Peak Bridge Replacement) are incorporated into the RTIP because they are an important piece of the County's transportation infrastructure, are HBP ineligible, and have reached the end of service life. The roadway rehabilitation projects (Old Toll Road, Indian Peak Road, Joe Howard Street, and East Whitlock Road) are incorporated into the RTIP because they are an important piece of the County's transportation infrastructure and are in need of pavement repairs. These projects are in alignment with the County's RTP through the following:

GOAL 1

Supporting an adequate, safe, efficient and economically feasible regional transportation system

GOAL 2

Supporting a regional transportation system that is consistent and responsive to the social, cultural, economic and environmental needs of the County.

The County's RTIP projects are in alignment with multiple statewide planning documents, including California's Priority Climate Action Plan and Transportation Asset Management Plan, through providing:

Climate Resilience:

The County's proposed RTIP projects will replace bridges that are structurally deficient and repair roadways with poor pavement conditions. The projects will replace existing bridges, repair pavement, and correct all structural and safety deficiencies, bringing the infrastructure up to current standards.

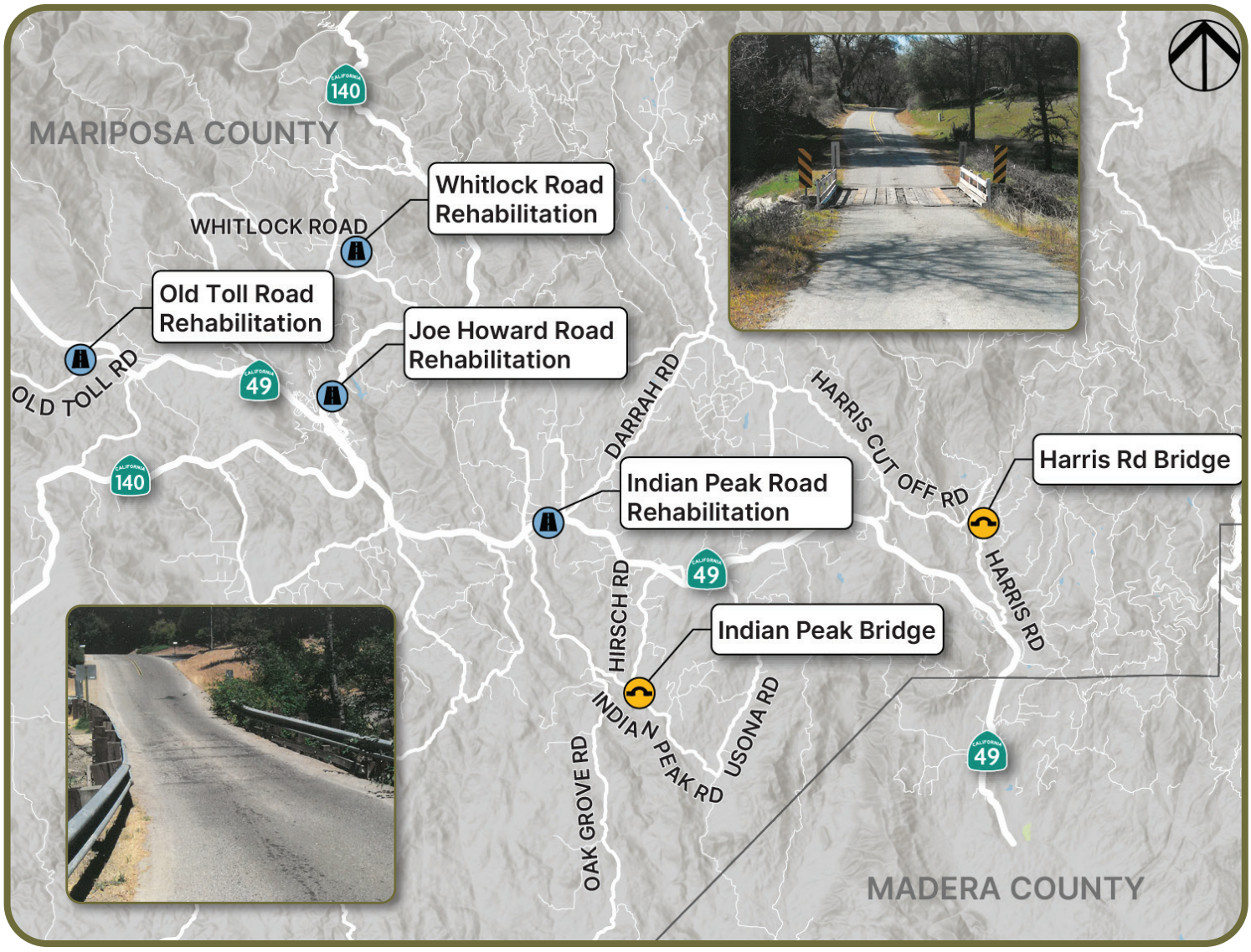
Improved Infrastructure Condition/State of Good Repair:

Both proposed bridge replacement projects will replace bridges that are structurally deficient and have condition ratings of "poor." The projects will replace the existing bridges, correcting all structural and safety deficiencies to bring the structures up to current AASHTO and County standards.

Accessibility and Circulation:

All projects are located on rural roadways that provide critical access and circulation in the County.

PROJECT LOCATION



MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Jenni Kiser, District IV Supervisor

RE: Rejoin the Yosemite Sequoia Resource Conservation and Development Council (YSRCDC); Appoint Supervisor Kiser as the Representative for Mariposa County; and Authorize the Board Chair to Sign the Rejoining Letter (Supervisor Kiser)

RECOMMENDATION AND JUSTIFICATION

Rejoin the Yosemite Sequoia Resource Conservation and Development Council (YSRCDC); Appoint Supervisor Kiser as the Representative for Mariposa County; and Authorize the Board Chair to Sign the Rejoining Letter (Supervisor Kiser).

YSRCDC has been working on a project in the Bootjack area to mitigate fire. The Mariposa Strategic Wildfire Mitigation Project was brought to the Yosemite Sequoia Resource Conservation & Development Council by the Mariposa County Fire Safe Council, following collaborative discussions at the Mariposa County Fire Advisory Committee (MCFAC), where the Bootjack-area fuel break was identified as a critical gap in the county's wildfire mitigation network. The Bootjack fuel break represents a high-priority fire mitigation investment under the Mariposa Strategic Wildfire Mitigation Project. Funded through CAL FIRE's Climate Investments program, this locally led project strengthens defensible space for thousands of structures, employs local contractors, and extends the county's strategic fire protection network. This project created a 300-foot shaded fuel break treating approximately 73 acres. With successful implementation at Homestead and Boyer, Y/S RC&DC will now expand treatments into the Sherrod area to continue strengthening wildfire resilience in Mariposa County.

To ensure Mariposa County's voice, Supervisor Kiser has requested that the Board consider rejoining this group so that the County can participate in fire mitigation projects within the Bootjack area. YSRCDC's by-law notes that this is an organization-based group with represented participation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2023-475 - The Board of Supervisors approved the discontinuation of Mariposa County's participation in YSRCDC due to a few factors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and Mariposa County will not have much of a say in a project taking place in their jurisdiction.

FINANCIAL IMPACT

None. Membership fees can be pulled from our current budget.

ATTACHMENTS

1. Letter Rejoining the YSRCDC

Mariposa County Board of Supervisors

District 1 ...ROSEMARIE SMALLCOMBE
District 2 ……..SHANNON POE
District 3 ……..DANETTE TOSO
District 4…… … …. …. JENNI KISER
District 5 ……..MILES MENETREY

Joe Lynch
County Administrative Officer

Danielle Bondshu
Clerk of the Board

P. O. Box 784
MARIPOSA, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

November 18th, 2025

Re: Yosemite Resource Conservation and Development Council (YSRCDC) – Mariposa County Membership

To Whom it May Concern:

Mariposa County would like to rejoin the Yosemite Resource Conservation and Development Council (YSRCDC) so that the County can participate in fire mitigation projects within the Bootjack area. This letter certifies that the Board appointed District IV Supervisor Jennifer Kiser as the representative for Mariposa County.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Superivsors

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Receive a Presentation on the 2024 Mariposa County Agricultural Report in Accordance with California Food and Agricultural Code Section 2272 (Sustainable Agriculture Report) and Section 2279 (Agricultural Crop Report)

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation on the 2024 Mariposa County Agricultural Report in Accordance with California Food and Agricultural Code Section 2272 (Sustainable Agriculture Report) and Section 2279 (Agricultural Crop Report).

This annual publication provides a comprehensive summary of the acreage, production, and gross value of agricultural commodities produced in Mariposa County. It also highlights key activities conducted throughout the year, including pest detection, pest management, pest exclusion, and organic farming efforts that support sustainable agriculture practices.

It is important to note that the figures presented in this report represent only the gross value of agricultural production within Mariposa County. These values do not reflect net profit to producers or the multiplier effect that agriculture contributes to the local economy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Annual presentation of the Agricultural Reports

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not receive the presentation, and miss the opprotunity to learn about the state of the Mariposa County Agriculture Industry.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **2024 Mariposa County Crop Report-Published**
2. **Board Presentation Crop Report 2024**

2024 Mariposa County Agriculture Report

Department of Agriculture & Weights and Measures

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2024, the year of the Grasshopper. Many Mariposa County residents and residents in surrounding areas experienced loss of rangeland, orchard crops, gardens, and any green vegetation due to these pesky locusts. Both above and cover photo are of grasshoppers swarming the fence lines in Hornitos CA.

Mariposa County

MONICA NIELSEN
Agricultural Commissioner &
Sealer of Weights and Measures

5009 Fairgrounds Road
Post Office Box 905
Mariposa, CA 95338
(209) 966-2075 Phone
agcomm@mariposacounty.org

Karen Ross, Secretary
California Department of Food and Agriculture
and
The Honorable Board of Supervisors, County of Mariposa
Supervisor Rosemarie Smallcombe, District I, Chair
Supervisor Shannon Poe, District II
Supervisor Danette Toso, District III
Supervisor Jenni Kiser, District IV
Supervisor Miles Menetrey, District V

In accordance with California Food and Agricultural Code Sections 2272 and 2279, I am pleased to submit the 2024 Agricultural Report for Mariposa County. This annual publication summarizes the acreage, production, and value of agricultural commodities produced within Mariposa County. It is important to note that the figures presented represent gross values only and do not reflect the net profit of producers or account for the multiplier effect on the local economy.

Mariposa County's total gross value for agricultural commodities was estimated at $29,309,840, representing a 4.5% increase from the previous year. When combined with forestry, the total value reached $29,458,650. This continued growth highlights the economic importance and impact of agricultural production on both the local and regional economy.

Cattle and calves, Mariposa County's leading agricultural commodity, accounted for 74% of the county's total agricultural value, with a value of $21,900,000. This represents an approximate 5.8% increase from 2023, primarily due to higher prices per hundredweight.

Rangeland represents 24.4% of Mariposa County's agricultural value and continues to be an important commodity, ranking second with a gross value of $6,556,050. The estimated average price per acre was $19.84, reflecting an increase of $0.59 per acre.

The remaining 3.6% of agricultural commodities include Mariposa County's third-highest agricultural commodity, miscellaneous livestock and poultry, which saw an increase of nearly 29% from 2023, reaching a value of $258,650 in 2024.

Forestry products which include milled lumber, biomass, Christmas trees, and firewood valued at $148,810, a decrease of 49% from 2023.

This report reflects many combined categories; this is to keep reporting confidential and does not reflect upon individual operations. County crop reports are the smallest unit measured for any commodity.

I would like to extend my sincere thanks and appreciation to the ranchers, agricultural producers, stakeholders, and public agencies that made this report possible, especially those providing data used in the compilation of this report. I would like to thank ag staff for compiling the data for this report. Without your hard work and dedication, this report would not be possible.

Respectfully Submitted,

Monica Nielsen

Monica Nielsen
Agriculture Commissioner &
Sealer of Weights and Measures

Livestock and Poultry

Item	Year	Number of Head	Total Weight	Price/ Unit	Value
Cattle & Calves	2024	33,500	110,500	$200/ CWT	$21,900,000
	2023	33,288	111,850	$185/ CWT	$20,692,250
Misc. Livestock	2024	All Poultry, Sheep, Goats, Hogs			$258,650
	2023				$200,628
Totals	2024				$22,158,650
	2023				$20,892,878

Livestock and Poultry Products

Item	Year	Value
Livestock and Poultry Products	2024	$35,500
	2023	$24,930

Livestock and Poultry Products includes: All Eggs (Chicken, Quail, Turkey) and Wool

Photos By L to R: Gibson Livestock; Lauren Miller; Fiesta Chicks Farms

Photos By T to B: Raw Roots, Farm at Worman Mill, Country Nerd Farm, Small Woods Farm, Kitchen Farms

Field Crops

Item	Year	Acres	Price/ Unit	Value
Rangeland	2024	330,446	$19.84	$6,556,050
	2023	340,428	$19.25	$6,553,239
Misc. Field Crops	2024	Sudan, Oak, Native, and Other Pasture Hay		$50,440
	2023			$51,650
Totals	2024			$6,606,490
	2023			$6,604,889

Fruits and Vegetables

Item	Year	Value
*Misc. Fruits	2024	$80,500
	2023	$79,000
*Misc. Vegetables	2024	$216,160
	2023	$212,007
Totals	2024	$296,660
	2023	$291,007

*Misc. Fruit includes: Grapes (wine), Apples, Herbs, Olives, Misc. Tree Fruit

*Misc. Vegetables includes: Microgreens, Mushrooms, Misc. Vegetables

Nursery Products

Photo By: Superstition Iris Gardens

Item	Year	Value
Nursery Products	2024	$88,540
	2023	$77,161

Nursery Products includes: Nursery Stock and Cut Flowers

Apiary Products

Item	Year	Value
Apiary Products	2024	$124,000
	2023	$137,000

Apiary Products includes: Honey and All Apiary Products

Photo By: Steve's Bees

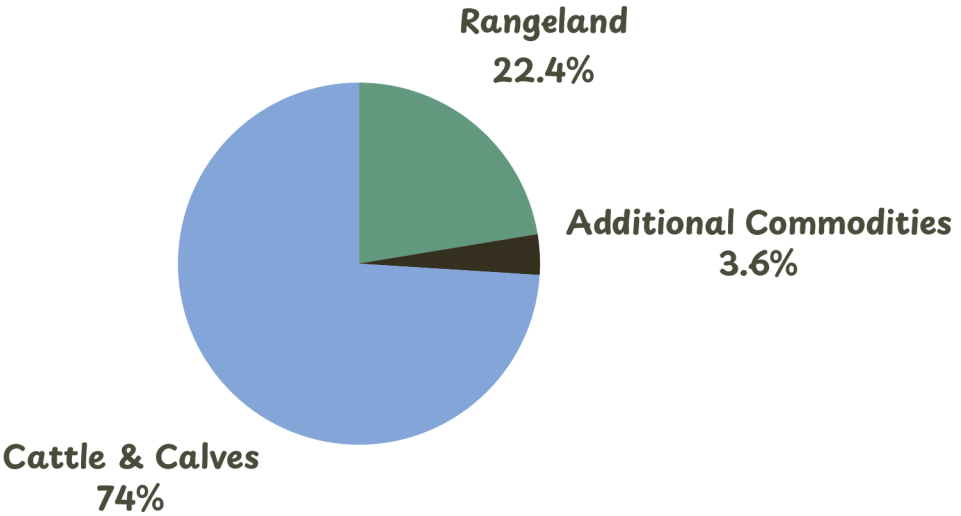
Forest Products

Item	Year	Value
Forest Products	2024	$148,810
	2023	$292,830

Forest Products includes: Milled Lumber, Biomass, Christmas Trees, Firewood

Recapitulation

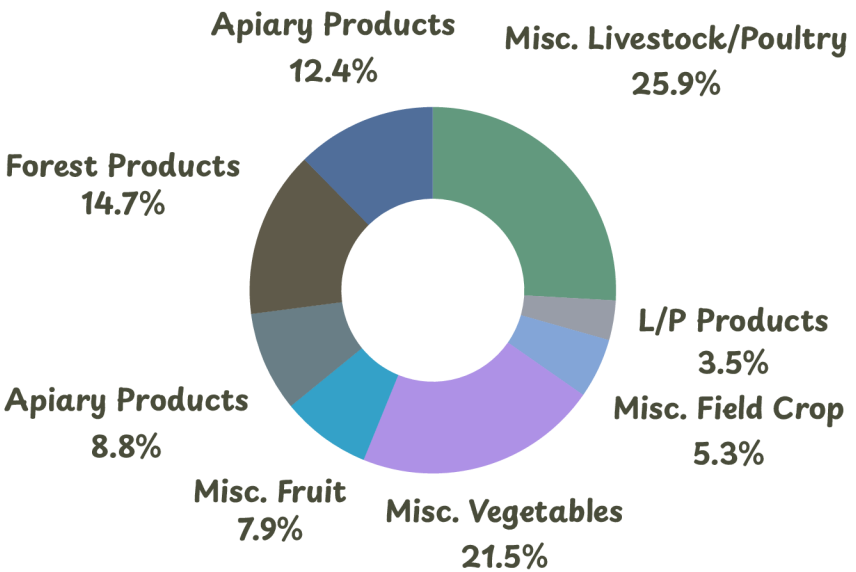
Commodity	Year	Value
Livesock & Poultry	2024	$22,158,650
	2023	$20,892,878
Livestock & Poultry Products	2024	$35,500
	2023	$24,930
Field Crops	2024	$6,606,490
	2023	$6,604,889
Misc. Fruits	2024	$80,500
	2023	$79,000
Misc. Vegetables	2024	$216,160
	2023	$212,007
Apiary Products	2024	$124,000
	2023	$137,000
Nursery Products	2024	$88,540
	2023	$77,161
Total Agriculture Commodities	2024	$29,309,840
	2023	$28,027,865
Forest Products	2024	$148,810
	2023	$292,830
Total Agriculture & Forest Commodies	2024	$29,458,650
	2023	$28,183,695



WE THANK YOU

The Mariposa County Department of Agriculture wants to send the deepest thank you to everyone who shared data for the 2024 Mariposa County Agriculture Report. To all of our growers, producers, ranchers, and industry and community members your continued dedication to the ag industry is recognized and supported.

Additional Commodities 3.6% Breakdown



Twenty Year Comparison

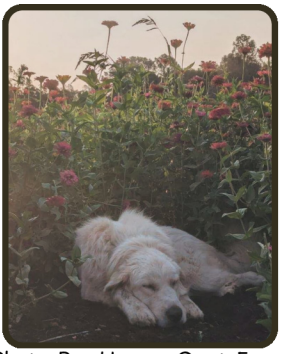
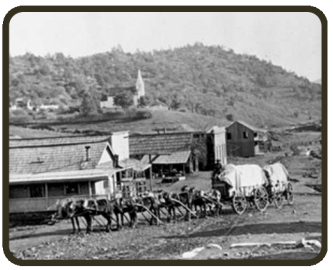


Photo By: Happy Goat Farm

2024		2004	
Cattle & Calves	$21,900,000	Cattle & Calves	$15,938,000
Rangeland	$6,556,050	Rangeland	$6,756,000
Misc. Livestock/ Poultry Products	$258,650	All Poultry	$1,486,000
Misc. Vegetables	$216,160	Misc. Livestock/ Poultry Products	$1,486,000
Forest Products	$148,810	Forest Products	$1,258,000
Apiary Products	$124,000	Misc. Fruit & Nuts	$282,000
Nursery Products	$88,540	Sheep & Lambs	$220,000
Misc. Fruit	$80,500	Misc. Livestock	$195,000
Misc. Field Crops	$50,440	Misc. Field Crops	$194,000
Misc. Livestock/ Poultry Products	$35,500	Wine Grapes, All	$142,000

Photo By: Erickson Cattle



Sustainable Agriculture Report

Pest Exclusion

Pest Exclusion, the first line of defense for CA Ag. Inspections are preformed on intrastate and interstate shipments of 201 plants & 408 bee hives. This ensures protection from the introduction or spread of harmful insects, plant diseases, weeds, and other pests into the county through normal channels of trade like USPS, UPS, Truck Deliveries, etc.

Photo By: Fouch Farms

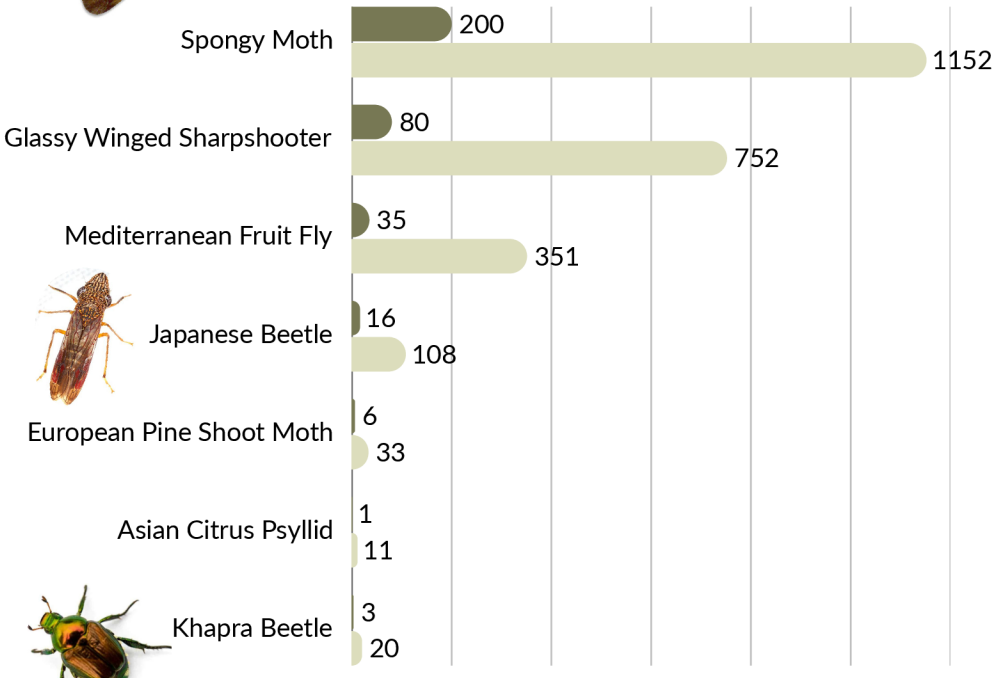
Photo By: Pence Farm

Blue Tag Inspections

The Mariposa County Ag Department inspected 17,125 pieces of host plant material for the invasive Glassy Winged Sharphooter (GWSS). The host material is from nursery stock that is shipped into the county from infested counties. Shipments are inspected for GWSS and for GWSS egg masses. The introduction of GWSS in Mariposa County would be detrimental to Mariposa's Vineyards.

Pest Detection

Pest Detection program is a second line of defense against exotic pests. Traps with pheromone lures are placed to detect invasive pests early before they become established. This allows for eradication methods to be biologically and economically feasible. Bug traps are placed in areas throughout the county to detect the following insect pests: Mediterranean Fruit Fly, Glassy Winged Sharpshooter, Spongy Moth, Japanese Beetles, Asian Citrus Psyllid, European Pine Shoot Moth, & Khapra Beetle. These traps are checked bi-weekly and rotated every six weeks to a new location from the months of May to October.



Pest Management

Ash Whitefly, Siphoninus phillyreae	**Parasitic Wasp,** Encarsia ssp.	County Wide
Red Gum Lerp Psyllid, Glycaspis brimblecombei	**Parasitic Wasp,** Psyllaephagus bliteus	County Wide
Klamath Weed, Hypericum perforatum	**Klamathweed beetle,** Chrysolina quadrigemina	County Wide
Puncturevine, Tribulus terrestris	**Seed & Stem Weevils,** Microlarinus lareynii	County Wide
Yellow Starthistle, Centaurea solistitialis	**Seed Head Weevil,** Bangasternus orientalis	2 Sites
	Hairy Weevil, Eustenopus villosu	Various Sites
	Peacock Fly, Chaetorellia australis	4 Sites

Pest Abatement

Mariposa County works to reduce three species of invasive noxious weeds in Mariposa County. Noxious weeds include Yellow Star Thistle (YST), Tocalote, and Klamath Weed. Weeds are controlled with methods including hand pulling, mechanical removal, chemical spraying, and biocontrol with the release of different natural predators. In 2024, 30 acres of County Property and 124.5 acres of County Roadways were sprayed for YST, Tocalote, and Klamath Weed.

Direct Marketing

Organic Program

2024 Mariposa County had three Certified Organic producers registered with the CDFA Organic Program. Most producers in Mariposa County use all-natural farming methods. Mariposa Department of Agriculture inspected four businesses selling organic products and took four organic samples of organically marketed products to ensure each product met organic standards.

Certified Farmers Market Program

Mariposa County had one Certified Farmers' Market in 2024. It was located at 6th Street and Stroming Road. The Mariposa Certified Farmers Market was held from May through October on Wednesday evenings. Mariposa had a total of seventeen Certified Producers throughout the county. Certified Producers are required to have growing locations inspected to ensure all products that are being sold are grown by the producer.

Pesticide Use Enforcement

2024 Pesticide Business Registration

Pest Control Business	22 Operator
Branch 1 Structural Pest Control Business	3 Operator
Branch 2&3 Structural Pest Control Business	38 Operator
Pest Control Aircraft Pilot	0 Operator
Maintenance Gardners	1 Operator
Farm Labor Contractor	3 Operator
Pest Control Advisor	13 Operator

2024 Permits and Operator IDs

Restricted Materials Permits	3 RMPs
Operator IDs	47 OIDs

In 2024 the Poison Free Wildlife Act AB-2552 approved a moratorium on 1st and 2nd gen anticoagulant rodenticides, prohibiting the use of rodenticides. This is the reason you are unable to purchase rodenticide bait. There are few exemptions for Production Ag Producers with an applicator's licenses. Contact your Ag Commissioners Office to find out more info.

Weights & Measures

Measuring Devices Inspected	
Cordage Meter	3
LPG (Propane)	10
Retail Fuel Meter (Gas Pumps)	184
Vehicle Meter	3
Wholesale Meter	11
Electric Submeter	111
Water Meter	1

Petroleum Signage Inspected	
Location Numbers	18

Weighing Devices Inspected	
Computing Scales	27
Counter Scales	2
Platform Scales	2
Hanging Scales	3
Animal Scales	3
Cattle Scales	26
Hopper Scales	3
Vehicle Scales	1
Dormant Scales	1

Mariposa County
Department of Agriculture
& Weights and Measures
PO Box 905, Mariposa, CA 95338

2024 Mariposa County Agriculture Report

2024 vs 2023 Report Overview

Total Agricultural Commodities

2024	2023
$29,309,840.00	$28,027,865.00

Photo by: Gibson Livestock

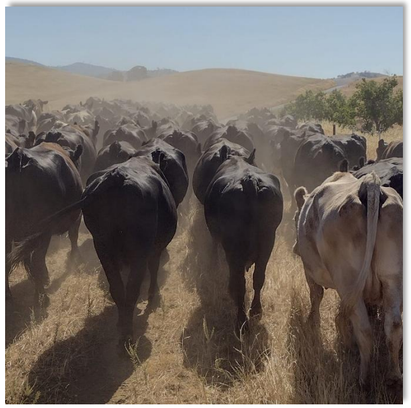


Photo by: Erickson Cattle

Photo by: Happy Goat Farms

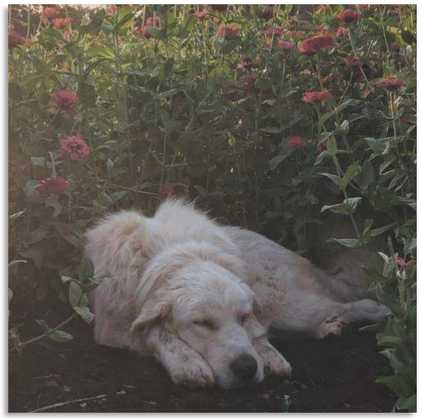


Photo by: Lauren Miller

Total Agricultural Commodities including Forestry

2024	2023
$29,458,650.00	$28,183,695.00

2024 Top Commodities

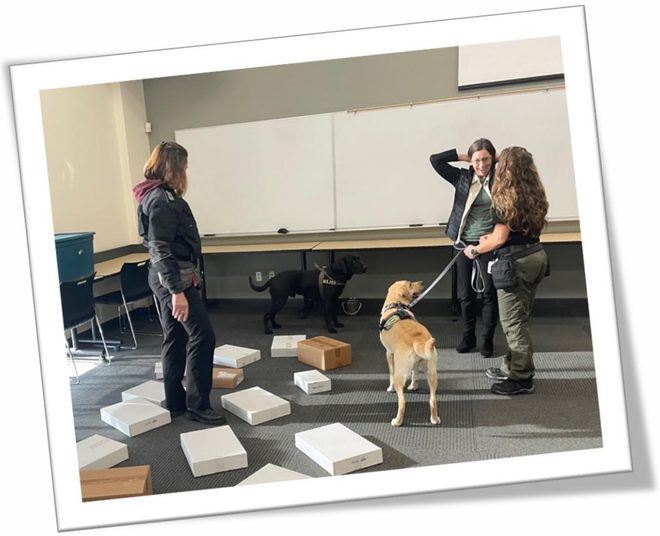
ITEM			VALUE
Cattle & Calves	110,500 lbs	$200 / CWT	$21,900,000
Rangeland	330,446 Acres	$19.84 / Acre	$6,556,239
Misc. Livestock/ Poultry	All Poultry, Sheep, Goats, Hogs		$258,650
Misc. Vegetables	Microgreens, Mushrooms, Misc. Vegetables		$216,160

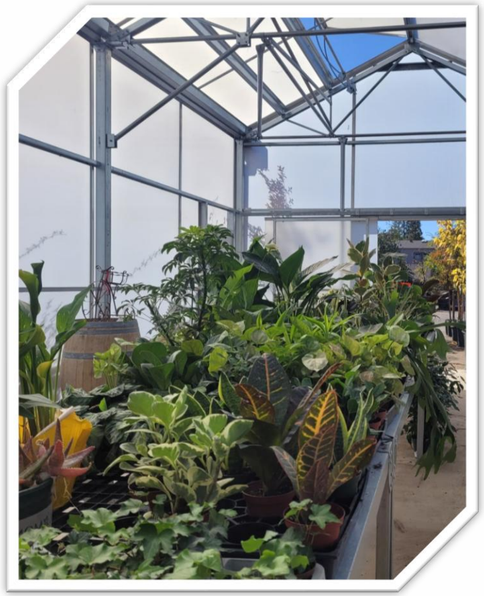
Sustainable Agriculture Report

Pest Exclusion

Inspection Notifications

- 201 Plants
- 408 Bee Hives





Blue Tag Inspections

Glassy Wing Sharpshooter Inspections

- 17,125 Plants

Photo by: Fouch Farms

Photo by: Pence Farm

Sustainable Agriculture Report

Pest Detection

- **Trapping Season May 1, 2024 – October 15, 2024**
- **Covered 9500 miles**

Target Pest	Traps Placed	Total Traps Serviced
Spongy Moth	200	1,152
Glassy Winged Sharpshooter	80	752
Mediterranean Fruit Fly	35	351
Japanese Beetle	16	108
European Pine Shoot Moth	6	33
Asian Citrus Psyllid	1	11
Khapra Beetle	3	20

Direct Marketing

- Certified Farmers Market
  - 1
- Certified Producers
  - 10
- Organic
  - 3 Certified Producer Inspections
  - 5 Organic Inspections
  - 4 Random Spot Samples

Photo by: Kitchen Farms

Photo by: Country Nerd Farms

Photo by: Raw Roots Farms

Photo by: Small Woods Farms

Pesticide Use Enforcement

Pesticide Business Registration

22	Pest Control Business
3	Branch 1 Structural Pest Control Business
38	Branch 2 & 3 Structural Pest Control Business
0	Pest Control Aircraft Pilot
1	Maintenance Gardner
3	Farm Labor Contractor
13	Pest Control Advisor

Permits and Operator IDs

3	Restricted Materials Permit
47	Operator IDs

Weights & Measures Inspections

Measuring Devices Inspected	
Cordage Meter	3
LPG (Propane)	10
Retail Fuel Meter (Gas Pumps)	184
Vehicle Meter	3
Wholesale Meter	11
Electric Submeter	111
Water Meter	1

Weighing Devices Inspected	
Computing Scales	27
Counter Scales	2
Platform Scales	2
Hanging Scales	3
Animal Scales	3
Cattle Scales	26
Hopper Scales	3
Vehicle Scales	1
Dormant Scales	1

Petroleum Signage Locations Inspected	**18**

Contact Information

209-966-2075

agcomm@mariposacounty.org

www.mariposacounty.org

THANK YOU
ANY QUESTIONS?

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	November 18, 2025
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Receive a Presentation by the GIS (Geographic Information Systems) Unit Staff, Providing an Update on the Public GIS Viewer 2.0

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by the GIS (Geographic Information Systems) Unit Staff, Providing an Update on the Public GIS Viewer 2.0.

The presentation will be a live demo which includes an overview of the Main Public Map, new Parcel Information Map, Assessor's Parcel Map Page Viewer, and Address Locator.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received similar presentations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not receive a presentation on the recent launches of Public GIS resources and miss the opportunity to learn about the new time-saving map resources.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-466

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive a Presentation on the Health and Human Services Behavioral Health Bridge Housing Program; Adopt a Resolution of Intention to Purchase Real Property at 5130 Bullion Street, Assessors Parcel Number 013-081-012-000 in Mariposa, CA; and Approve Publication of a Notice of Intention to Purchase Stated Real Property

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RECOMMENDATION AND JUSTIFICATION

Receive a Presentation on the Health and Human Services Behavioral Health Bridge Housing Program; Adopt a Resolution of Intention to Purchase Real Property at 5130 Bullion Street, Assessors Parcel Number 013-081-012-000 in Mariposa, CA; and Approve Publication of a Notice of Intention to Purchase Stated Real Property

This property is ideally suited as it is a 5-bedroom duplex, and the purchase of this property would serve as a bridge housing setting to address the immediate and sustainable housing needs of people, including Medi-Cal beneficiaries, who are experiencing homelessness and who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD).

The seller of this property is Ellen McDonald. The most recent appraisal, dated October 6th, 2025, valued the property at $585,000.00. This action contemplates the purchase of the property at the negotiated amount of $610,000.00. Purchase and any improvements to the property would be funded through Health and Human Services Agency grants. The availability of this grant funding has been confirmed, and the funds are readily available and approved for this use.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board of Supervisors Meeting December 17, 2024: Approve Acceptance of the Behavioral Health Bridge Housing (BHBH) Program Round 1 Grant Award in the Amount of $1,396,990.00; Authorize the Board of Supervisors Chair to Sign the Agreement and any Amendments or Related Documents Necessary for this Grant; and Approve Budget Action Receiving Unanticipated Fiscal Year 2025 Revenue ($691,540)

Board of Supervisors Meeting April 15, 2025: Approve Acceptance of the Alliance Housing Fund Grant Award in an Amount Not to Exceed $164,963; Approve Budget Action Receiving Unanticipated Fiscal Year 2025 Revenue ($164,963); and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Amendments or Related Documents Necessary for this Grant (4/5ths Vote Required) (Subject to Approval as to Legal Form by County Counsel)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt this resolution of intention, and the property will not be purchased.

FINANCIAL IMPACT

There is no impact to County General Fund.

ATTACHMENTS

1. **HHSA Bullion Street Resolution of Intention**
2. **HHSA Housing & Homelessness Presentation 11.18.2025 - 2**
3. **Public Notice to purchase Real Property 5130 Bullion St.**
4. **Purchase Agreement 5130 Bullion St**

VOTE RESULT

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

MARIPOSA COUNTY RESOLUTION NUMBER 25-

RESOLUTION OF INTENTION TO PURCHASE REAL PROPERTY IN MARIPOSA

WHEREAS, Ellen McDonald ("Seller") is the owner of that certain real property consisting of 1 parcel ("the Property") totaling approximately 0.18 acres, containing 1 residential building located at 5130 Bullion St., Mariposa, CCA 95338 Assessor's Parcel Number (APN) 013-081-012 located in Mariposa, California; and

WHEREAS, the County of Mariposa, a political subdivision of the State of California ("Buyer"), desires to purchase the Property as part of the Health and Human Services Bridge Housing program; and

WHEREAS, Buyer and Seller have voluntarily agreed to enter a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property on the terms and conditions set forth therein.

NOW THEREFORE BE IT RESOLVED, the Mariposa County Board of Supervisors:

1. Intends to purchase the Property at a price of $610,000; and
2. Authorizes the Clerk of the Board to publish the attached Notice of Intention to purchase real property in the local publications of general circulation published in the County, pursuant to California Government Code section 6063; and
3. Sets December 16, 2025, at 9:00 a.m. or as soon as possible thereafter, in the Chambers of the Mariposa County Board of Supervisors located at 5100 Bullion Street in Mariposa, as the time and place to conduct a public hearing to consider the purchase.

AYES:
NOES:
EXCUSED:
ABSTAIN:

Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:

Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

Kevin Briggs, County Counsel

Health & Human Services Agency

Mariposa County

Healthy. Safe. Thriving.

Housing & Homelessness Program Overview Presentation

November 18th, 2025

HHSA's Mission

We empower individuals, families, and our community to be healthy and safe by providing responsive, caring, and supportive services. Working with our community and our partners, we all become resilient and thriving.

System of Care (SOC) Approach

HHSA applies a shared System of Care (SOC) approach to community wellness that connects people to services and programs that help based on their needs and situation. HHSA also applies this approach for housing programs and homeless outreach efforts.

Success can look different for each person and household based on their needs and unique situation.

SOC Approach: Housing & Homelessness

The SOC approach has proven successful in HHSA housing programs, as a team collaborates to support those who are housed in maintaining their shelter.

This team can include Behavioral Health, Sheriff's Department, Probation, Mariposa Heritage House, Connections Emergency Shelter, and others based on client needs and strengths.

No Place Like Home

Since 7/21/22, HHSA has successfully worked through NPLH to house:

- 34 People, including
  - 12 Children
  - 22 Adults

To this date:

- Approx 30% are still residing in this permanent housing setting
- None have returned to homelessness

Encampment Resolution Funding (ERF)

HHSA was awarded Encampment Resolution Funding (ERF-2-R) in the amount of $607,336.86 as approved through the BOS 7/18/23 meeting.

With efforts of HHSA's housing team & HOPE outreach, at the time of encampment closure, 80% of encampment residents transitioned into Pallet units, reunified with family, or entered permanent shelter.

To date:

- **13 persons entered temporary shelter**
- **10 persons have entered permanent housing**
- **28 people total have been served**

Behavioral Health Bridge Housing (BHBH)

HHSA was awarded Behavioral Health Bridge Housing funds as approved through the BOS in 12/17/24; this award was $1,396,990.00.

For YTD 2025, these funds have been used to support:

- **13 People housed**
- **7 children**
- **6 adults**
- **85% have moved into their own permanent housing; 15% remain in Transitional Housing**
- **A 5-bedroom duplex to house persons who are homeless and navigating SMI or SUD***

Alliance Housing Fund Award

HHSA was awarded an Alliance Housing Fund award in the amount of $164,963 as approved through the BOS 4/15/25.

These funds were awarded and will be used in combination with BHBH funds to support a 5-bedroom duplex that will serve as housing for Medi-Cal beneficiaries who are experiencing homelessness and navigating SMI and/or SUD.

Housing Team; FY 24/25 Data

FY 2024 - 2025:

- **12 Families/Households assisted with Rapid Rehousing, Homelessness Prevention**
- **45 Adults and 23 Children were housed through various programs**
- **25 Home Inspections performed**
- **Monthly outreach averages 32 individuals housed through HHSA programs**
- **Over 65 contacts made through weekly community outreach**

Housing Team: Homeless Prevention

Currently, HHSA Housing and Homelessness Team operations support:

- **10 Homes with Case Management, including:**
  - **Permanent Supportive Housing**
  - **Transitional Housing (2 Year timeframe)**
- **24 individuals are currently housed**

Emergency Shelter Data

Connections Emergency Shelter data for October 2025 indicated:

- **Daily average of 33 persons**
- **Monthly average of 40 persons (unduplicated)**
  - **Of the monthly average, 38 or 95% have ties to Mariposa County**
- **3 people exited the Shelter into Housing**

Cost Benefit of Supportive Housing

Supportive housing combines wraparound support services through our System of Care, that include case management, treatment and support for behavioral health and/or substance use disorders.

This offers a cost-effective solution to emergency services and institutional care – as well as improved health outcomes. Skills to support maintaining housing and that promote good tenancy, such as cleaning, balancing a budget, cooking, and more are strengthened with supportive case management.

TRAC Diversion Rate

HHSA's TRAC team responds to our community members in crisis, including concerns related to behavioral health and/or substance use disorder.

For 2024, the TRAC team had a diversion rate of 79.57%:
Only 76 hospitalizations out of 372 encounters

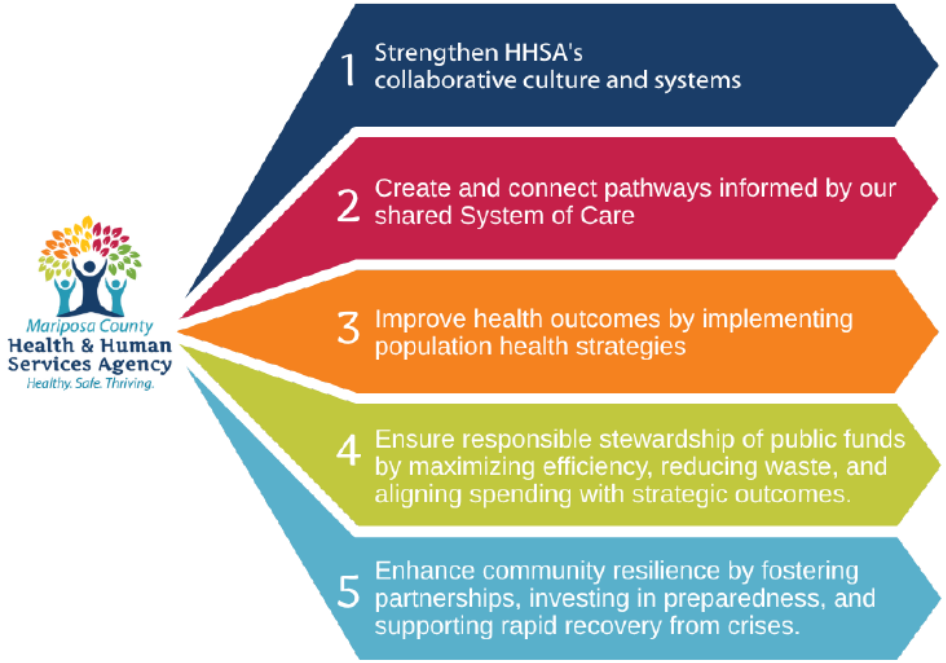
Housing: 4/5 Goals Our Strategic Plan

Goal 1: Strengthen collaborative culture and systems to improve efficiency, build community, and make HHSA a desired place to work.

Goal 2: Utilize the established System of Care approach that is responsive to the needs of the community, driven by the individual or family, and provides data to help make informed decisions about care.

Goal 3: Creating better health outcomes through population health strategies by providing high-quality services and actionable health education.

Goal 4: Ensure the responsible and transparent use of public funds by increasing operational efficiency, reducing unnecessary spending, and aligning financial decisions with the agency's strategic priorities to maximize impact and public value.



Thank you!

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY

The Mariposa County Board of Supervisors declares its intention to purchase the following real property:

Address: 5130 Bullion St., Mariposa, CA 95338
APN: 013-081-012
Size: .18 acres total
Location: At the intersection of Bullion Street and 13th Street in Mariposa.
Seller: Ellen McDonald
Price: $610,000.00

The Mariposa County Board of Supervisors intends to purchase the real property in accordance with the terms and conditions set forth in the Purchase and Sale Agreement. A public hearing to consider the purchase will be held on December 16, 2025, at 9:00 a.m., or as soon as possible thereafter, in the chambers of the Mariposa County Board of Supervisors (5100 Bullion Street in Mariposa, CA).

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND INITIAL JOINT ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Agreement") is entered into this 16th day of December 2025, by and between the County of Mariposa, a political subdivision of the State of California ("Buyer"), and Ellen McDonald ("Seller"), and is predicated on the following facts:

RECITALS

Seller is the owner of that certain real property consisting of 1 parcel totaling approximately 0.18 acres located at 5130 Bullion St. Mariposa, CA 95338 in Mariposa, California, commonly known as Assessor's Parcel Number (APN) 013-081-012 ("the Property").

The buyer desires to purchase the property to deliver local government services to residents in that area of the county.

Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

4. **PURCHASE PRICE.**

   In consideration for the Property transfer from Seller to Buyer, and in recognition of the public purpose served by this transfer, Buyer and Seller agree as follows:

   A. The purchase price for the property shall be $610,000.

B. Buyer agrees to pay on hundred percent (100%) of all fees and costs directly associated with the sale, less any fees or costs associated with the seller's representative.

5. **ESCROW AND TITLE.**

A. Escrow Holder ("Escrow Holder") shall be: Intercounty Title in Mariposa, CA

B. Within five (5) days after the effective date of this Agreement, Buyer shall open an escrow account ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed upon with written consent of both parties.

C. The Property shall be conveyed to Buyer from Seller by a grant deed ("Grant Deed") in the form customarily used by Escrow Holder, subject only to:
   i. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affective the development, use, occupancy or enjoyment of the Property; and
   ii. Exceptions which are approved and/or accepted by Buyer in accordance with section 7(A)(i) of this Agreement.

6. **CONDITIONS TO CLOSE ESCROW.**

A. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed is recorded in the official records of the County. The Close of Escrow is estimated to occur on or around November 14, 2025.

B. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions, or Buyer's waiver in writing thereof, for Buyer's benefit on or prior to the dates designated for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

   i. Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve matters of and exceptions to the title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

      a. A preliminary report issued by Escrow Holder with respect to the Property; and
      b. Legible copies of all documents referred to in such preliminary report.

Buyer will obtain Title Documents from Escrow Holder. If Seller has Title Documents referenced in the preliminary title report, they will be provided upon request.

ii. Title Insurance: Escrow Holder shall have obtained for the benefit of the Buyer a standard coverage CLTA Buyer's policy of title insurance showing title in the Property vested in Buyer.

iii. Seller's Deposit: On or before the date which is one (1) business day prior to the closing date, Seller shall have deposited with Escrow Holder funds sufficient to meet its obligations.

iv. Seller's Representations and Obligations: All representations and warrantees made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material aspects as of the Close of Escrow. Seller shall have also performed all of the obligations required to be performed by Seller under this Agreement.

C. The Close of Escrow and Seller's obligation to consummate the transaction contemplated in this Agreement are subject to the satisfaction of the following conditions, or Seller's waiver thereof, for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Buyer's Obligations: Buyer shall have timely performed all of the obligations to be performed by Buyer under this Agreement.

ii. Buyer's Representations: All representations and warranties made by the Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow.

iii. Approval of the County Board of Supervisors: The purchase of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Mariposa County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer.

iv. Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

D. If any of the conditions set forth in this section are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement may be terminated by written notice from Buyer or Seller to the other party. In the event this Agreement is terminated as a result of a failure to meet the conditions to close escrow, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, except as otherwise provided herein, and the parties shall have no further obligations hereunder.

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

iii. Foreign Person: Seller warrants its non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1954, as amended, and agrees to execute a certificate to that effect at close of escrow.

iv. Seller's Warranty Regarding Authorization: Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

v. Hazardous Materials: Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 8.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the close of escrow and shall survive the close of escrow.

i. Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section

6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

12. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

13. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

14. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

15. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

16. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

17. **LAW.**

This Agreement shall be governed by the laws of the State of California.

18. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

19. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

20. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

21. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller at the close of escrow.

22. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

23. **EXHIBITS.**

The attached Exhibit and all items delivered into escrow are incorporated herein.

24. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

25. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

26. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

TO SELLER:

Ellen McDonald

<Insert Address Here>

TO BUYER:

County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

27. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

28. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

29. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

30. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

31. **FORCE MAJEURE.**

Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control, (vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

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

SELLER:

_____
Ellen McDonald

BUYER:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board,

APPROVED AS TO FORM:

_____
Kevin Briggs, Acting County Counsel
Mariposa County

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	November 18, 2025
TO:	The Board of Supervisors
FROM:	Courtney Progner Morrow, Treasurer/Tax Collector/County Clerk
RE:	Receive Information on the Referendum Submitted Against a Portion of Ordinance 1201, Specifically Section 6.08.265, Filed with the County Clerk's Office on October 1, 2025

RECOMMENDATION AND JUSTIFICATION

Receive Information on the Referendum Submitted Against a Portion of Ordinance 1201, Specifically Section 6.08.265, Filed with the County Clerk's Office on October 1, 2025

On October 1, 2025, the Proponent for the Referendum Against Section 6.08.265 of Ordinance 1201 submitted to the County Clerk's Office the above-mentioned petition.

The signature verification has been completed, and the petition has been found to contain a sufficient number of signatures. Attached is the petition certification.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board received similar information on April 7, 2020, for the Referendum Against Ordinance 1148

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None. The Board must hear the information regarding a citizens' initiative.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Petition Results**
2. **Referendum Petition Text**
3. **Public Comment - Kathleen Armstrong**

Petition Summary Report

Ordinance 1201 Referendum

Referendum Against Ordinance #1201

		Percent of Sigs Checked	Percent of Sample Size
Signatures Required	**784**		
Raw Count	**970**		
Sample Size	**970**		
Sigs Checked	**945**		
Sigs Not Checked	**25**		2.6 %
Sigs Valid	**785**	83.1 %	80.9 %
Sigs Invalid	**160**	16.9 %	16.5 %
Duplicated	4	0.4 %	0.4 %
Non-duplicate Invalids	156	17.0 %	16.1 %

STATISTICS SUMMARY	Value	% Raw	% Req
Pages Processed	131	100.0 %	
Total Signatures Checked	945	97.4 %	120.5 %
Uncorrected Valid	785	80.9 %	100.1 %
Duplicate Adjustment	0		
Estimated Valid	785	80.9 %	100.1 %

Min Required (95%):	**744.8**
Min Required to pass Based on Sample (110%):	**862.4**

REFERENDUM AGAINST AN ORDINANCE PASSED BY THE BOARD OF SUPERVISORS

We, the undersigned, are duly registered and qualified voters of the County of Mariposa, California. We hereby protest the adoption of that part of Ordinance Number 1201 that is titled the Multiple Pet Permit and is numbered under Mariposa County Code as section 6.08.265.

The Multiple Pet Permit was adopted by the Board of Supervisors on September 2, 2025, along with other portions of the ordinance, including Barking Dogs and Vicious Dogs, which we do not oppose. We request that the portion of Ordinance Number 1201 titled the Multiple Pet Permit, and numbered as section 6.08.265 in Mariposa County Code, be reconsidered and repealed by the Board of Supervisors or that it be submitted to a vote of the People of the County of Mariposa at the next regular county election or at a special election called for that purpose pursuant to California Elections Code section 9145. The portion of the text of the Ordinance that we oppose reads as follows:

6.08.265 Multiple Pet Permit

It shall be a violation of this chapter to keep, harbor, possess or maintain in a single dwelling or business unit more than ten dogs over six months of age without a permit.

A. Permit required.

1. Multiple pet permit. No more than ten dogs over six months of age may be kept, harbored, possessed or maintained in a single dwelling or business unit without a multiple pet permit.

2. Exemptions. The following are exempt from the requirement of obtaining a Multiple Pet Permit: Licensed boarding facilities, veterinary clinics, rescue/adoption facilities registered as 501(c)(3) organizations, agricultural producers actively engaged in raising and managing 10 or more head of livestock for the production of meat, milk, or other livestock product.

B. Permit application.

1. The application for multiple pet permit shall include a written application to the Animal Control Officer.

2. The Animal Control Officer has authority to develop and maintain permit application and report forms and take any other necessary action to effectuate the purposes of this section.

3. An application for multiple pet permit shall list each dog to be included and show:

a. Facilities exist at the location to adequately secure, feed, house and maintain the animals.

b. Possession and maintenance of the animals at the location has not resulted in and is not likely to result in the animals being subjected to neglect, suffering, cruelty or abuse.

c. A current rabies certificate and a current county license for each dog.

C. Decision.

1. Inspection; notification. Before approving an application, the Animal Control Officer shall inspect the premises within thirty days of the application date.

2. Approval and conditions. The Animal Control Officer may approve the permit subject to reasonable conditions.

3. Term of permit; renewal. The permit is valid for one year. A multiple pet permit may be renewed without site review upon the filing of a complete application, unless Mariposa County Animal Control has received a substantiated complaint concerning the permitted location within the last year.

D. Violation.

1. Any dog not included on the multiple pet permit application may be subject to impound.

NOTICE TO THE PUBLIC: THIS PETITION MAY BE CIRCULATED BY A PAID SIGNATURE GATHERER OR A VOLUNTEER. YOU HAVE THE RIGHT TO ASK.

Official Use ONLY

J.5, J.6

Outlook

November 18, 2025: Agenda Item(s) J5 and J6 :Please distribute to Board

From @sti.net · sti.net>
Date Tue 11/18/2025 9:03 AM
To Board Clerk <Board-clerk@mariposacounty.org>

Some people who received this message don't often get email from , sti.net. Learn why this is important

Dear Board of Supervisors:

On October 1, 2025, a successful referendum was completed opposing the Multiple Pet Ordinance which was previously passed by the Board on September 2, 2025. It suggests that County citizens have valid concerns about the ordinance and the negative effects it presents to the people of Mariposa County. Today, you are tasked with making a decision that does not penalize the residents, voters and taxpayers and sensibly resolves the constitutional and enforcement issues that were questioned and constitute the basis of the referendum.

Badly written laws are dangerous. They open the door for injustice, litigation and questionable enforcement issues. The 4th Amendment issues and warrantless searches implied in the version the Board approved were justifiably opposed by this referendum. Common sense would dictate that local government work within the parameters of the multiple existing laws and revisit the ordinance with an eye towards discretion and financial impacts that a vote would impose on county taxpayers. In light of the current fiscal state of county government and the general economic hardships being endured by our residents at this time, inflicting a costly future election to put this ill-written ordinance to a vote is questionable and troubling.

I suggest, at the very least, the Board get a financial analysis on the economic impacts sending this back to the voters implies. It may also be prudent to revisit the carefully reworked revision that addressed the constitutional violations and was previously presented to the Board by one of your fellow supervisors. Again, common sense indicates that local government work within existing laws, revisit the great effort already made by your fellow supervisor to correct the Constitutional violations which existed in the version that you passed, and arrive at a resolution that does not penalize the citizens of this county.

Respectfully,

Kathleen Armstrong
Mariposa, CA

RECEIVED
NOV 18 2025
BOARD OF SUPERVISORS

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Discussion and Direction on the Portion of Ordinance 1201, Specifically 6.08.265, Titled "Multiple Pet Permit," which was successfully petitioned by a Citizens' Initiative

---

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction on the Portion of Ordinance 1201, Specifically 6.08.265, Titled "Multiple Pet Permit," which was successfully petitioned by a Citizens' Initiative.

A petition protesting the adoption of a portion of Ordinance 1201, specifically 6.08.265 titled "Multiple Pet Permit," was submitted to the County Clerk's office on October 1st, 2025.

The County Clerk, in the item immediately preceding this one, certified the results and declared the petition successful. Referendums fall under Election Code Sections 9140 through 9147, and once declared successful, they return to the Board of Supervisors to make one of two possible decisions.

Staff needs direction from the Board to either:
1) Bring an item to rescind Title 6.08.265, which was the portion of Ordinance 1201 that was petitioned; or
2) Do not rescind, and the County Clerk will need to call an election, pursuant to Elections Code 9145, to put the ordinance to the voters.

BACKGROUND AND HISTORY OF BOARD ACTIONS

September 2nd, 2025 — the Board waived the second reading and adopted Ordinance 1201; the Ordinance would have gone into effect on October 2nd, 2025. All portions of 1201, except for 6.08.265, went into effect.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not discuss, and staff will have to keep 6.08.265 in a state of "limbo" until the Board decides how to move forward.

FINANCIAL IMPACT

None. Unless the Board chooses to send it to the voters, the financial impact will be the cost of another special election.

ATTACHMENTS

1. **Public Comment - Kathleen Armstrong**
2. **Public Comment - Sharon Hoffman**

J.5, J.6

Outlook

November 18, 2025: Agenda Item(s) J5 and J6 :Please distribute to Board

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I suggest, at the very least, the Board get a financial analysis on the economic impacts sending this back to the voters implies. It may also be prudent to revisit the carefully reworked revision that addressed the constitutional violations and was previously presented to the Board by one of your fellow supervisors. Again, common sense indicates that local government work within existing laws, revisit the great effort already made by your fellow supervisor to correct the Constitutional violations which existed in the version that you passed, and arrive at a resolution that does not penalize the citizens of this county.

Respectfully,

Kathleen Armstrong
Mariposa, CA

RECEIVED
NOV 18 2025
BOARD OF SUPERVISORS

J.6.

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Tue 11/18/2025 11:59 AM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Sharon Hoffmann
Email Address: @aol.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/790/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I hold that the Multiple Pet Permit should be repealed. Thank you.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-467

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Adopt a Resolution Approving the Records Retention Schedules and Historical Records Policy for Mariposa County Departments

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the Records Retention Schedules and Historical Records Policy for Mariposa County Departments.

Records Retention Schedules are vital for County Departments. While some departments have Board-approved schedules, many do not. This would require departments to present to the Board for destruction any records no longer needed.

This has caused space issues across many departments and, in some cases, the destruction of records without authorization.

Many grants now require retention policies and schedules to show how long items are being retained, such as bid documents, agreements, etc.

This policy currently doesn't include the Public Works Department, the Assessor/Recorder, the Auditor, or Child Support Services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved record retention schedules for departments such as the Clerk of the Board's Office, the Building Department, and the Planning Department.

This policy will supersede and replace any previously adopted policies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and departments that do not currently have schedules will need to come to the Board for approval to destroy non-historical records.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **policy and schedule - FINAL**
2. **historical-county-records**

VOTE RESULT

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

MARIPOSA COUNTY

RESOLUTION NUMBER _____

A RESOLUTION ADOPTING A RECORDS RETENTION POLICY AND SCHEDULE FOR MARIPOSA COUNTY DEPARTMENTS

WHEREAS, Government Code Section 26202 allows the Board of Supervisors to authorize the destruction or disposition of any record, paper, or document which is more than two years old, and which was prepared or received in a manner pursuant to a state statute; and

WHEREAS, the Clerk of the Board has prepared a records retention policy, which is incorporated hereto as the attached policy and schedule by department; and

WHEREAS, this schedule represents an inventory of all records maintained by the participating departments, the classifications, the retention requirement, and any applicable legal requirement; and

WHEREAS, the records retention policy will protect useful, vital, and historic records, and assure prompt disposal of records that are obsolete.

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California does hereby adopt the attached Records Retention Policy and Schedule;

BE IT FURTHER RESOLVED, that the term "records" as used herein shall include all document types named within the schedules;

BE IT FURTHER RESOLVED, that the attached records retention schedule supersedes any and all previously adopted record retention schedules;

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes the retention of records pursuant to this schedule, and thereafter to destroy or otherwise dispose of documents that exist beyond this schedule.

PASS AND ADOPTED by the Mariposa County Board of Supervisors, this 4th Day of November, 2025, on motion by Supervisor_____, seconded by Supervisor_____ by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Kevin Briggs, Acting County Counsel

Mariposa County Records Retention Schedule and Historical Record Policy

1.0 Purpose

Recognizing that Mariposa County has many historic records and limited space, this policy will establish a Countywide policy that addresses records held by each department, and determine how, when, and if they can be destroyed. This policy will also supersede all previously adopted Records Retention Schedules.

2.0 Policy Intent

This policy is meant to be a guide to departments on when and how records can be destroyed. Mariposa County has historically kept paper records; however, it has begun to run into space issues. Without a policy, or individual department records retentions schedules, Departments must come before the Board for approval for any record destruction.

This policy will also serve as a guide as to what is considered historic record and should be kept for the remainder of the life of the County.

3.0 Policy Limitations

The sections of this policy, in which a State Legislative Code is updated to reflect a different timeline of retention, would no longer apply. A Department should check their codes at least once a year. If it is discovered that the retention timeline has changed, the Department should alert the Clerk of the Boards Office so this policy can then be amended and updated.

4.0 Policy

4.1 Historical Record

Mariposa County, being one of the first Counties in the State of California, has an immense and rich history. Many of our records are historical in nature and deserve preservation for future generations, today's business will be tomorrow's history.

Mariposa County will follow the guidelines of the Secretary of State's Historical Records of County Government in California.

This Document is separated out by various departments, gives the type of record and the time frame in which they are considered a historic record. Some are left open-ended as those records would need to always be treated as a historic record.

4.2 Retention Schedules

The spreadsheets attached shall serve as the retention schedule for each department included.

Records Retention Policy- Adminitration

AC-Active **AU**-Audit **CU**-Current Year **E**-Election **P**-Permanent **T**-Termination **AD**-Adoption **CL**-Closed/Completion **DOB**-Date of Birth **L**-Life **S**-Supersedes

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Agenda Support Documents	**CU+2 yrs**	GC 26202, 26205.1 (once adopted by BOS supporting documents will be attached to a P record held by COB)	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Agreements	**CU+5yrs**	GC 26202, 26205.1 (Final copy will be held P held by COB)	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Calendars	**CU+2 yrs**	GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Correspondence-Working Documentation- Not Attached to Identified Records in this Retention Policy- Personnel	**CU+2yrs**	GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Real Estate Appraisals-	**CL+2yrs**	GC 26202, 26205.1 (h) (Exempt until final acqusation or contract agreement is obtained-compleeted agreement held in P file by COB)	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Public Records Request	**CL+2yrs**	GC 26202, 26205.1 (kept in Next Request)	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Grant Records-Federal, State, Community Development Block and Urban. Application, Reports,Contracts & Supporting Documents	**CL+5yrs**	GC 26202, 26205.1 (Refer to grant application close out procedure)	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Unsuccessful Grants- Application not Entitled	**CL+2yrs**	GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Personnel	**T+7yrs**	GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Investigative Reports- Personnel- Non Saftey Employee	**T+7yrs**	GC 29 CFR 1627.3; CCR Sec 1174; 29 CFR 1602.30.32; GC 6250 et seq; 29 CFR; GC 12946, 34090	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Policies and Procedures	**S+2yrs**	GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Public Hearing Notice	**CU+2**	GC 26202, 26205.1	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Surveys- Wage Rates, Classification	**CU+2yrs**	Gc 26202, 26205.1; 29 CFR; 516.6(2); 29 CFR 1602.14	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Budget	**P**	GC 26202, 26205.1	**N/A**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Budget- Supporting Documents	**4-7 yrs or until Audit (Which ever comes first)**	GC 25261,25262, 26202, 26205.1	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**
Legislative Platform	**CL+2yrs**	GC 26202, 26205.1 (COB will attach to a Resolution and keep in P File)	**Shred, Destroy or Delete**	**Adminitration filing cabinets, electronically in shared drive, in vault when file is closed**

Records Retention- Agricultral

AC-Active AU-Audit CU-Current Year E-Election P-Permanent T-Termination AD-Adoption CL-Closed/Completion DOB-Date of Birth L-Life S-Supersedes

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Pest Detection records- All records prtaining to the pest detection program including but not limited to the following: trapping Cards, treatment, blue tag notices	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Pest Eradication Records- All records pertaining to the est exclusion program including but not limited to the following: logs agreements for eradication	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Pest Management Records- All records pertaining to the pest management program including but not limited to the pest management program including but not limited to the following; records for weeds, APHIS Wildlife, and Vertebrate control. Yellow Star Thistle program and Vertebrate Bait program	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Pest Exclusion Records- All records pertaining to the pest exclution program including but not limited to te following; 008 Hold Notice, Intrastate Certs, Pest Damage Reports, Stop Order sales, Phytosanitary Certs, and Registration Notices.	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Seed Program Records- All records pertaining to the seed program including but not limited to the following; hold notices, inspection reports, permits	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Nursery Program Records- Allrecords pertaining to the nursery rogram including by not limited to the following; Inspections reports, non-compliance reports, fee-exempt applications, inspection records, inerstate certs	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Industrial Hemp Records- Allrecords pertaining to the industrial hemp program including but not limited to the following; registrations, inspections, hold notice	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Fruits & Vegetable Records- All records pertaining to the fruits and vegetable program including but not limited to the following, Clearance certs, inspection reports, disposal order permits, non-compliance	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Certified Farmers Market Records- All records pertaining to the certified famers market rogram including but not limited to the following, inspections, certificates, non compliance notice, hold notices	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Organic Program Records- All records pertaining to the orgainic program including but not limited to the following: Organinc producers list, organic inspections, investigations, random samples, chain of custodies, sample summary report	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Egg Quality Control Records- Allrecords pertaining to the egg quality control program including but not limited to the following: egg handlers list, notice of non-compliance, hold notices, investigation report ect.	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Apiary Inspection Records- All records pertaining to the Apiary program including but not limited to the following: 008, annual resitrations, swarm removal lists, non-compliance notices, ect	CU+5yrs	GC 6254(e) GC 26202, GC 26205.1 FAC 29041	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Pesticide Use Enforcement Records- All records pertaining to the pesticide use enforcement program including but not limited to the following: Operator Ids, Restricted Materials permits, notice of Intents, Annual registrations for pest control buisiness, Structural pest control, Pest control advisors, Farm Labor contractors, Monthly use reports, inspections, investigations	CU+5yrs	GC 6254(e) GC 26202 GC 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Weights and Measures Records- All records pertaining to the weights and measures programs including but not limited to the following: weighmaster inspections, petroleum labeling inspections, annual testing of retail meter, annual testing of weighing and measuring devices, inspections of service agents and in service reprts, investigation reports	CU+5yrs	GC 26202, 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Standards Certificates Records- Certification of Mariposa County weights and measures standards certified by CDFA, Division of Measurements Standards, Metrology Laboratory	P	GC 6254(e), 26202, 26205.1		Department of Agriculture & Weights and Measures
Crop Reports- Annual Crop Reports Published	P			Department of Agriculture & Weights and Measures
Crop Report Surveys- All records utilized for the completion of the crop reports	Once Annual Crop has been Published	GC 6254(e)	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Emergency Declaration- Emergency Declarations issued by the Agricultural Commissioner/Sealer	CU+10yrs	GC 26202, 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Annual Finical Statement- All documents pertaining to the Annual Finical Statement including but not limited to the labor worksheet, CDFA for DFA FS64A, MOE, Explanations	CU+10yrs	GC 26202, 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
State Contract Invoices- All documents pertaining to State agreements with CDFA including invoices and reports	CU+5yrs	GC 26202, 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
State Agreements/Resolutions- All agreements with CDFA and the corresponding resolutions	P			Clerk of the Board Office, filing cabenits, electronically filed in COB shared drive, vault when agreement is closed
CACASA Correspondence- All documents pertaining to area group meetings and conferences including but not limited to the following: emails, notes, agendas	CU+5yrs	GC 26202, 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Daily Activity Sheets- Employee daily weekly reporting sheets used to compile monthly, quarterly and annual reports	CU+5yrs	GC 26202, 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures
Monthly/Quarterly Reports- Printed copies monthly and quarterly reports for CDFA programs	CU+5yrs	GC 26202, 26205.1	Shred, Destroy or Delete	Department of Agriculture & Weights and Measures

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Documents/Records/Departmental Accounting- Departmental copies of purchase orders, invoices, accounting, etc.	**Final Payment + 3yrs**	GC 26202, 26205.1	**Shred, Destroy or Delete**	**Department of Agriculture & Weights and Measures**
Documents/Records/Miscellaneous- Miscellaneous correspondence, documents, not required to be kept statutorily	**CL+2yrs**	GC 26202	**Shred, Destroy or Delete**	**Department of Agriculture & Weights and Measures**
Personnel Records/ Departmental Copies- Departmental copies of memos, payroll action forms, etc	**T+2yrs**	GC 26202, 26205.1	**Shred, Destroy or Delete**	**Department of Agriculture & Weights and Measures**

Records Retention Policy- Building Department

AC-Active **AU**-Audit **CU**-Current Year **E**-Election **P**-Permanent **T**-Termination **AD**-Adoption **CL**-Closed/Completion **DOB**-Date of Birth **L**-Life **S**-Supersedes

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Appeals- Building Appeals Board- BOS	**P**	GC 26202 GC 26205.1		**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Agreements/ Contracts	**CL+5yrs**	GC 26202 GC 26205.1 (Original will be held in a P file With COB)	**Shred, Destroy or Delete**	**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Approvals, Comments to Other Departments TOT Approvals Responses to Request for Comments etc	**P**	GC 26202 GC 26205.1		**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Board of Appeals Members- Personal Contact information	**T+1yr**	GC 26202	**Shred, Destroy or Delete**	**Building Directors filing cabinet (locked)**
Budget	**CL+2yrs**	GC 26202 (Original will be helf in a P Resolution file With COB)	**Shred, Destroy or Delete**	**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Code Books-California Building Codes	**P**	GC 26202 GC 26205.1		**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Code Enforcement Files/Cases	**P**	GC 26202 GC 26205.1		**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Construction Documents- Commercial and Residential	**P**	GC 26202 GC 26205.1		**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Invoices- uploaded to Oracle, Deposits, Bills/Expenses, Travel	**CL+2yrs**	GC 26202	**Shred, Destroy or Delete**	**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Liens & Releases/Recordings	**P**	GC 26202 GC 26205.1		**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Ordinances/Resolutions	**P**	GC 26202 GC 26205.1		**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Personnel	**T+7yrs**	GC 26205.1	**Shred, Destroy or Delete**	**Building Directors filing cabinet (locked)**
Public Records request	**CL+2yrs**	GC 26505.1 (Kept in Next Request)	**Shred, Destroy or Delete**	**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Purchasing Records- purchase of Fixed Assets of Department	**CL+2yrs**	GC 26202	**Shred, Destroy or Delete**	**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Policies and Procedures	**S+2yrs**	GC 26205.1	**Shred, Destroy or Delete**	**Building Filing cabinets, electronically on shared drive, in vault when file closed**
Recorded Daily Logs/ Mileage	**Destroy or Delete when no longer Useful**	GC 26202	**Shred, Destroy or Delete**	**Building Filing cabinets, electronically on shared drive, in vault when file closed**

Records Retention Policy- County Clerk/ Treasurer

AC-Active **AU**-Audit **CU**-Current Year **E**-Election **P**-Permanent **T**-Termination **AD**-Adoption **CL**-Closed/Completion **DOB**-Date of Birth **L**-Life **S**-Supersedes

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Confidential Marriage Licenses	**P**	FAM 511		**Clerk filing cabinets, electronically in shared drive**
Employee Loyalty Oaths	**T+ 6yrs**	GC 34090	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Notary Files	**3 years following expiration**	BPC 22351	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Public Officials Crime Bond/Policy	**CL+10yrs If elected**	CCP 337.5 GC 34090	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Statement of Economic Interests/ Campaign Statements	**P**	GC 81009, 87500, 2CCR. 18115		**Clerk filing cabinets, electronically in shared drive**
Fish and Game Filings	**9 months**	CCR Title 14, Section 735.5	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
FBN Documents	**CL+4yrs**	BPC 17925	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Grand Jury	**P**	PEN 933		**Clerk filing cabinets, electronically in shared drive**
Historical Rosters	**P**	EC 17300		**Clerk filing cabinets, electronically in shared drive**
Policies and Procedures	**S+2yrs**	GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Initiative or Referendum Petitions	**E+1yr**	EC 17200	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Statements of Votes	**P**	Not required		**Clerk filing cabinets, electronically in shared drive**
Affidavits of Registration and Voter Registration Index	**E+5yrs**	ED. 17000	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Roll Balancing	**CU+12yrs**	GC 26205, 26205.1	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Tax Sale Records	**CU+12yrs**	GC 26205, 26205.1	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Lien Documents	**CU+12yrs**	GC 26205, 26205.1	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Bankruptcy Records	**CU+2yrs**	GC 26202, CCR 12200	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Daily Bank Balancing	**FY +2 yrs**	GC 26202	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Investment Reports	**P**	GC 26202, 26205.1 CCP 337		**Clerk filing cabinets, electronically in shared drive**
Payment Records	**CU+12yrs**	GC 26205.1	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Monthly Return Filings	**CU+12yrs**	GC 26205.1	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**
Property Tax Payment Details	**CU+2yrs (12yrsMicrofilm)**	GC 26202	**Shred, Destroy or Delete**	**Clerk filing cabinets, electronically in shared drive**

Records Retention- Clerk of the Board

AC- Active **AU-** Audit **CU-** Current Year **E-**Election **P-**Permanent **T-**Termination **AD-** Adoption/Approval **CL-** Closed/Completion **DOB-** Date of Birth **L-** Life **S-** Supersedes **COB-** Clerk of the Board **BOS-** Board of Supervisors **FA-** Final Action **ET-** End of Term **FP-** Final Payment **SOS-** Secretery of State Local Government Records Management Guidlines

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Agenda Packets- Advisories/ Committeess- Agenda Packets of Advisory Boards, Committees, Commissions, or Special Districts (Excluding Documentation relating to the formation, changes of Organization or Reorganization of the District and Hearing Files)	**AD+2yrs**	GC 26202 GC 26205.1 SOS GC 12236	**Shred Destroy/Delete**	**Administering Department**
Agenda- Assessment Appeals Board- Agendas prepared for the Assesment Appeals Board Hearings (Agenda Only. Appeals case file may be destroyed. See: Assessment Appeals Case File Documents)	**P**	Rev & Tax Code 1628, GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Agenda Packets- Legislative- Agenda Packets for Meetings of the BOS, Board Committees, and Other Decision Making Boards(Excluding the Assessment Appeals Board) and/or Commissions	**P**	GC 26202, GC 26205.1	**N/A**	**Administering Department**
Agreements/ Contracts- Any Agreements/Contracts that were authorized by the BOS either Directly, or Indirectly (as with those approved pursuant to County Code Chapter 3.08 Resolution 98-130, Resolution 96-295, Resolution 20-456, Resolution 22-116, Resolution 22-462 and Change Orders)	**P**	Code Civ Proc. 337, 337.1(a) 337.15, GC 25104, GC 26202, GC 26205.1, SOS GC 12236	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Agricultural Preserve Files- Williamson Act, Open Space Easment Agreements	**P**	GC 12236, GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Appeal Form- From Planning Commission Action and/or a Departmental Decision	**FA+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Applications- Appointments- Applications to serve on Advisory Boards, Committees, Commissions, Special Districts, Etc. Where the Applicant was Appointed	**ET+10yrs**	GC 26202, GC 26205.1(Keep in Case a termed-out member applies for future terms, and for research	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Applications- Not Appointed- Applications to serve on Advisory Boards, Committees, Commissions, or Special Districts where the applicant was not appointed	**CU+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Assessment Appeals, Case File Documents- All applications, Forms, Documents, Correspondence, etc. Recived regarding the Assessment Appeal. (Excludes Agenda)	**FA+5yrs for all formats; FA+3yrs for hard copies if document has been converted into elec format GC 25105**	GC 25105.5, GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Bids, BOS- Accepted- Successful bids that came before the board	**P**	GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Bids, BOS- Not Accepted- Unsuccessful Bids that Came Before the Board	**Award Date+2yrs**	GC 26202.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Bids, Other- Bids, Either Sucsessful or Not that did not come to the Board (Departmental)	**Award Date+2yrs**	GC 26202.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Bonds or Coupons- County or Special District Bonds or Coupons	**CL+5yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Budget- Final- Printed Bound Version of the Adopted Annual Budgets	**P**	GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Budget- Recommended- Recommended Budget Considered During Annual Budget Hearings	**P**	GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Claim Forms- Claims Aginst the County, and Claims Aginst Special Districts	**FA+5yrs**	GC 25105.5, GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Documents/Records Accounting- Departmental Copies of Purchase Orders, Invoices, and Accountings	**FP+3yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Documents/Records Miscellaneous- Miscellaneous Invitations, Correspondence, Documents, etc. not Directly Concerning a Board Item, and/or not Required to be kept Statutorily	**CL+2yrs**	GC 26202 GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Duplicates, Confidential and Non Confidential- Duplicates of any Confidential or non Confidential Documents, Correspondence, etc.	**Upon Verification the Original is available**	GC 26201, GC 26205.1(b), GC 26206.7	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Files and Records- Files and Records Pertaining to Dependent Special Districts and Pre-LAFCO Special Districts (Formation Boundary Changes, Annexations, Memberships, etc.)	**P**	GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Grand Jury Civil Reports	**CU+2yrs**	GC 26202, GC 26205.1 (Per Penal Code Section 933(b), the State Archivist Maintains all Grand Jury Reports in Perpetuity)	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Land Development- Subdivisions; Land Develpoment Agreements and Related Documents,	**P**	GC 12236 GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Land Records- Acceptance of Road into County Road System, Deeds, Easements, Leases, Relinquishments, Rights of Way, etc.	**P**	GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Logs, Postings- Posting Logs for Agendas for Advisory Boards and Commissions	**CU+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Maddy Act Annual Posting- List of all Committee/Commission/Board Vacancies that must be posted by December 31st of Each Year Pursuant to GC 54972	**December 31st of Posting year+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Maps, Charts, Photographs, Models, etc.- Not Regarding a Board Item; Recived in Normal Course of Business	**CL+2yrs**	GC 26205.1	**Route to History Center**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Maps, Charts, Photographs, Models, etc.- Recived Regarding a Board Item	**P**	GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Minutes/ Summary of Proceedings Packet- Legislative- Minutes/Summary of Proceedings Packets for Board Meetings, Meetings of Advisory Boards, Committees, Commissions to Either the BOS or Special Districts	**P**	GC 25101, GC 25102, GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Notices, Adjournment, Other- for Advisory Boards and Non Board Items	**Posting Date+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Notices, Legal- BOS- Legal Notices Required to be Published and/or Posted Before the Board May Consider	**P**	GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Ordinances	**P**	GC 25101, GC 25102, GC 25102, GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Personnel Records- Departmental Copies of Memos, Payroll Action Forms etc.	**T+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Policies- Adopted County Wide	**P**	GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Policies/Procedures- COB Departmental Policies	**S+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Recordings- Audio Recordings of Advisory Boards, Commissions, and Special Districts- Where Action Summary Minutes are Kept	**P**	GC 26202, Gc 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Recordings- Audio Recordings of Advisory Boards, Commissions, and Special Districts- Where Narrative Minutes are Kept	**Minutes Apporval+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**Administrating Department**
Recordings- Audio or Video, Legislative- Audio/Video Recordings of BOS, Assessment Appeals Hearings, or Other Meetings of Decision Making Boards or Commissions	**P**	CG 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Resignations- Committees, Commissions, etc.	**ET+10yrs**	GC 26202, GC 26205.1(Keep in Case a termed-out member applies for future terms, and for research	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Resignations- County Officers	**T+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Resolutions- Adopted Resolutions	**P**	GC 25102.1, GC 26202, GC 26205.1	**N/A**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**
Subpoenas	**CL+2yrs**	GC 26202, GC 26205.1, SOS GC 12236	**Shred Destroy/Delete**	**COB Electronic Files on Shared Drive, File Cabinets, Vault**

Records Retention Policy- County Counsel

AC-Active **AU**-Audit **CU**-Current Year **E**-Election **P**-Permanent **T**-Termination **AD**-Adoption **CL**-Closed/Completion **DOB**-Date of Birth **L**-Life **S**-Supersedes **DD-** Death or Dismissal

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Agreements	**CU+5yrs**	GC 34090(d) once adopted by BOS supporting documents will be attached to a P record held by COB	**Shred, Destroy or Delete**	**County Counsel filing cabinets, electronically in shared drive, in vault when file closed**
Conservatorship Case Files-	**DD+5yrs**	GC 26202	**Shred, Destroy or Delete**	**County Counsel filing cabinets, electronically in shared drive, in vault when file closed**
Personnel	**T+5yrs**	GC26202	**Shred, Destroy or Delete**	**County Counsel filing cabinets, electronically in shared drive, in vault when file closed**
Correspondence-Working Documentation- Not Attached to Identified Records in this Retention Policy- Personnel	**CU+2yrs**	GC 26202, 26205.1	**Shred, Destroy or Delete**	**County Counsel filing cabinets, electronically in shared drive, in vault when file closed**
Department Financial Records- Claim, Payroll, Budget FIles	**CL-5yrs**	GC 26202	**Shred, Destroy or Delete**	**County Counsel filing cabinets, electronically in shared drive, in vault when file closed**
Public Records Request	**CL+2yrs**	GC 26205.1 (kept in Next Request)	**Shred, Destroy or Delete**	**County Counsel filing cabinets, electronically in shared drive, in vault when file closed**
Records, Paper Documents	**Subject to distruction Historical- P Non Historical CL+5yrs**	GC 26202	**Shred, Destroy or Delete**	**County Counsel filing cabinets, electronically in shared drive, in vault when file closed**
Routine Department Chronological and/or alphabetical files including administrative records and contracts and those pertaining to special district, county service areas, committees and commissions	**CU+5yrs**	GC 26202	**Shred, Destroy or Delete**	**County Counsel filing cabinets, electronically in shared drive, in vault when file closed**

Records Retention Policy- District Attorney's Office

AC-Active **AU**-Audit **CU**-Current Year **E**-Election **P**-Permanent **T**-Termination **AD**-Adoption **D**-Disposition **CL**-Closed/Completion **DOB**-Date of Birth **L**-Life **S**-Supersedes **AC**-Active

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Criminal Cases				
Consumer Protection Investigations	**10 Years**	GC §26202		**Court maintains orginals**
Asset Forfeiture Investions/Proceedings Case File	**10 Years**	GC §68152(c)(1)	**Shred, Destroy, Delete**	
Homicide Investigatior's File	**P**			
Officer Involved Shootings	**CL + 25yrs**		**Shred, Destroy, Delete**	
Informant Files	**T +10yrs**		**Shred, Destroy, Delete**	
Registration Files, Arson, Sex & Narcotics Under PC 290	**75 years**	PC 290.08 GC §68152(e)(1)	**Shred, Destroy, Delete**	
Arrest/Conviction H&S 11357 (b), (c), (d), (e) or H&S 11360 (d) Violations (Occuring after 1/1/1996)	**CL+2yrs**	GC §11361.5	**Shred, Destroy, Delete**	
Arrest/Conviction H&S §11357 (b), (c), (e), or H&S § 11360(b) violations (Occuring before 1/1/1996)	**Mandatory Destruction (Upon Notice from DOJ)**	H&S §11361.5(c)	**Shred, Destroy, Delete**	
Felony Crimes With or Without Arrests	**75 yrs**	GC §68152(e)(2)	**Shred, Destroy, Delete**	
Infraction	**3 yrs**	GC §68152(e)(2)	**Shred, Destroy, Delete**	
Supplemental Felony Capital Crimes, Crimes by Punishable by Death, Life Imprisonment	**P - Death Punishment 75yrs - Life**	GC §68152(e)(2)		
Destruction Guns, Narcotics	**P**			
Sealed, Adult Found Factually Innocent	**Seal for 3 yrs from date of arrest**	PC §851.8	**Shred, Destroy, Delete**	
Juvenile	**Mandatory Destruction upon and pursuant to court order**	WIC § 826(a) (b) WIC § 781(a)	**Shred, Destroy, Delete**	
Subpoenas (duplicate)	**CU+2yrs**		**Shred, Destroy, Delete**	
Factually Innocent Petition Accepted Records (Sealed Pendind Destruction)	**Seal for 3 yrs from date of arrest**	GC §26202, GC §68152(e)(3)	**Shred, Destroy, Delete**	
Felony (Bound over- no final sentencing)	**CL+5yrs**	GC §26202, GC § 68152(e)(3)	**Shred, Destroy, Delete**	
Felony Capital (Death)	**P**	GC §68152(e)(1)		
Felony - Serious & Violent (Arson, ADW-Peace Officer or by Inmate, Carjacking,Drugs to Minors, Exploding Devices, Firearms, Great Bodily Injury, Kidnapping, Residential Burglary, Sexual Assaults, Mayhem, Robbery, Voluntary Manslaughter)	**75 yrs**	GC §26202, GC § 68152(e)(2)	**Shred, Destroy, Delete**	
Felony (Unless otherwise Specified)	**75 yrs**	GC §26202, GC §68152(e)(2)	**Shred, Destroy, Delete**	
Fugitive/Extradition	**60 yrs**	GC §26202	**Shred, Destroy, Delete**	
Juvenile - Dependent (Court Sealed Documents)	**Age 28 or Sealing Date +5yrs (Petition Required)**	GC § 68152(g)(1), W&I §300, §826(a)	**Shred, Destroy, Delete**	
Juvenile - Dependent (Unsealed Documents)	**Age 28 OR release to juvenile upon written request after end of jurisdiction +5yrs**	GC §68152(g)(1), W&I §300, §826(a)	**Shred, Destroy, Delete**	
Juvenile - Marijuana Misdemeanor - H&S §113537(e)	**18yrs old**	H&S §11361.5	**Shred, Destroy, Delete**	
Juvenile- Sealed Juvenile and Ward Case	**Sealing Date +5yrs (or Court Ordered)**	CCP §340.1, GC §26202, W&I §389(a), §781(d)	**Shred, Destroy, Delete**	
Lifer Documents	**P**			

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Mental Health (Lanterman Acts)	**60 yrs**	GC §68152(c)(7)	**Shred, Destroy, Delete**	
Misdemeanor - Marijuana H&S §1137(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5)	**D+2Yrs**	GC §65152(e)(8)	**Shred, Destroy, Delete**	
Misdemeanor (Unless otherwise specified)	**5 yrs**	GC §26202 GC §68152(e)(4)	**Shred, Destroy, Delete**	
Search Warrants	**10 yrs**	GC §68152(j)(18)	**Shred, Destroy, Delete**	
VICTIM/WITNESS				
Victim/Witness Worksheets & Contact Information (Also for Grant Requirements)	**D+7yrs**	GC §26202	**Shred, Destroy, Delete**	
Victim Compensation and Government Claims Board (VCGCB)	**last hearing date +2yrs then to VCGCB will send to State Record Center for 5 years; after 7 years of inactivity, VCGCB main filing room will destroy**		**Shred, Destroy, Delete**	
CORRESPONDENCE				
Chron. Files	**2 yrs**			
Controlled	**2 yrs**			
General/Public	**3 yrs**			
GENERAL SUBJECT				
Media Relations	**CU+2yrs**		**Shred, Destroy, Delete**	
Public Records Request	**CL+2yrs**		**Shred, Destroy, Delete**	
HUMAN RESOURCES				
Medical Leave	**CL+3yrs**	FMLA 1993 US OSHA; 29 CFR 1910.20*	**Shred, Destroy, Delete**	
Motor Vehicle Pulls (DMV)	**CL+7yrs**	*CA 91009; 8 USC 1234(a)	**Shred, Destroy, Delete**	
Non-Safety Employees	**T+2yrs**	29 CFR 1627.3; 29 CFR 1602.30; 1602.31; GC §12946	**Shred, Destroy, Delete**	
Personnel Records (copies)	**T+2yrs**	GC §12946	**Shred, Destroy, Delete**	
Safety Employees	**T+5yrs**	Reference: 29 CFR 16273; CCR §1174; 29 CFR 1607.4,*	**Shred, Destroy, Delete**	
Training Records Non-Safety	**CU+7yrs**		**Shred, Destroy, Delete**	
LEGAL/LEGISLATIVE				
Agenda Reports (Master, Subject Files)	**CU+2yrs**	GC §34090	**Shred, Destroy, Delete**	
Case Records	**CO+7yrs**	42 USC §1983	**Shred, Destroy, Delete**	
PERSONNEL				
Cell Phone, Compliance/Stipends	**7-9yrs**			
Duty Statements	**AC**			
Employee Records	**T+2yrs**	CFR 1602.30, 1602.31;GC §12946	**Shred, Destroy, Delete**	
Telephone Compliance Log				
Volunteer Employee Records	**AC + 2yrs**			

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
POLICY/PROCEDURE/ORGANIZATION 4 YEARS for State 7 YEARS for FEDERAL				
Activity Reports	2 yrs			
Contract	AC + 4/7yrs		Shred, Destroy, Delete	
Emergency Preparedness	AC		Shred, Destroy, Delete	
Meetings/Minutes/Agendas	2yrs		Shred, Destroy, Delete	
Mission Statements	AC		Shred, Destroy, Delete	
Organizational Charts	AC		Shred, Destroy, Delete	
Plans and Goals	AC		Shred, Destroy, Delete	
Polocies (ALL)	AC		Shred, Destroy, Delete	
Procedures (ALL)	AC		Shred, Destroy, Delete	
PUBLIC RELATIONS				
Clippings	2yrs		Shred, Destroy, Delete	
Press Releases	2yrs		Shred, Destroy, Delete	
Speeches	2yrs		Shred, Destroy, Delete	

Records Retention- County Fire

AC-Active **AU**- Audit **CU**- Current Year **E**- Election **P**-Permanent **T**- Termination **AD**-Adoption/Approval **CL-** Closed/Completion **L-**Life **S-** Supersedes **FA-**Final Action **ET-** End of Term **FP**- Final Payment * 29CFR 665.202; 29 CFR 516.6 et seq; 45 CFR 1068.6A

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Personnel Files -Application, resumes, Training, Medical Files,Workers Comp Claim Files, Selection &Hiring (For active and non-Active Personnel)	**T+5yrs**	GC 34090; 29 CFR 16273; CCR Sec 1174; 29 CFR 1607.4*	**Shred Destroy/Delete**	**Personnel, Medical File Cabinet**
Agreements/Contracts- Any Agreements/Contracts that were authorized by the BOS either Directly, or Indirectly (as with those approved pursuant to County Code Chapter 3.08 Resolution 98-130, Resolution 96-295, Resolution 20-456, Resolution 22-462 and Change Orders	**CL+ 5yrs Interdepartmental P- Held with COB**	34090(d)	**Shred Destroy/Delete**	**Agreements File; Shared Digital File (P held with COB Office)**
Incident/Training- Certification/Designation	**CU+5yrs**	GC 34090; 29 CFR 16273; CCR Sec 1174; 29 CFR 1607.4*	**Shred Destroy/Delete**	**County Fire File Cabinet**
Assistance-by-Hire - Fire Incidents	**CU+2yrs**	GC 34909	**Shred Destroy/Delete**	**Mutual Aid- County Fire File Cabinet**
Financial- Invoices/ Deposits/Statements- Uploaded to Oracle, Deposits, Bills/Expenses, Travel	**CL+2yrs**	GC 26202	**Shred Destroy/Delete**	**Budget Folder- County Fire File Cabinet**
Equipment Files- Vehicles/Apparatus	**AU+2yrs**	GC 34909, GC 26202, GC 26205.1	**Shred Destroy/Delete**	**Equipment Files- County Fire File Cabinet or Shared Drive**
Policies and Procedures- Memos	**S+2yrs**	GC 26202, 26205.1	**Shred Destroy/Delete**	**Digital File on County Fire Shared Drive**
Legal Documentation- Including notations on activities related to case (volunteers that have received deposition requests for incidents they have responded to that are in Legal matters)	**L**	GC 26202, 26205.1	**N/A**	**County Fire File Cabinet**
Grant Files	**CU+4yrs**	24 CFR 570.502(b)(3); 241 CFR 85.42 & OMB Cir. A-110 C	**Shred Destroy/Delete**	**Grant File- County Fire File Cabinet- Digital shared drive**

Records Retention Policy- Health and Human Services

AC-Active **AU**-Audit **CU**-Current Year **E**-Election **P**-Permanent **T**-Termination **AD**-Adoption **CL**-Closed/Completion **DOB**-Date of Birth **L**-Life **S**-Supersedes **DD-** Death or Dismissal

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
APS, Hard Files	**CU+3 yrs**	Division 33-805.4	**Shred, Destroy or Delete**	**Secure Storage**
Public Guardian, Public Conservator (PG/PC), Hard Files & Electronic Files	**CU +7 yrs**	45 CFR 164.530	**Shred, Destroy or Delete**	**Secure Storage; E-LEAPS for Electronic Files**
In-Home Supportive Services (IHSS), Hard Copies	**CU + 5.5 Yrs**	CDSS WIC Section 10851a, MPP Division 23-353, 45 Code of Federal Regulation 74-20, Goverment Code, Section 14750 (a)(b) and (c)	**Shred, Destroy or Delete**	**Secure Storage**
IHSS/PCSP Timesheets in Original Form	**CU + 5.5 Yrs**	CDSS WIC Section 10851a, MPP Division 23-353, 45 Code of Federal Regulation 74-20, Goverment COde, Section 14750 (a)(b) and (c)	**Shred, Destroy or Delete**	**Secure Storage; Current-CMIPS System**
Senior Center, Area 12 on Aging Files	**CU + 3 Yrs**	Area 12 on Aging Contract	**Shred, Destroy or Delete**	**Secure Storage**
Public Assistance, CalSAWS Data Retention	**CU + 6 Yrs**	45 Code of Federal 164.5282, 164.316, WIC 10851	**Shred, Destroy or Delete**	**CalSAWS**
Public Assistance, All Programs	**CU + 3 Yrs**	45 Code of Federal 164.528, WIC 10851	**Shred, Destroy or Delete**	**CalSAWS**
Public Assistance, Security Audit Records	**CU + 6 Yrs**	DHCS and CDSS PSA	**Shred, Destroy or Delete**	**CalSAWS**
Welfare to Work, E2 Lite Hard Files	**CU + 5 Yrs**	Regulations 164.5282, WIC 10851	**Shred, Destroy or Delete**	**Secure Storage**
PIU, County Welfare Warrants	**CU + 5 Yrs**	MPP Sections 23-353 through 23-356	**Shred, Destroy or**	**Secure Storage**
PIU, Intentional Program Violation (IPV)	**Indefinitely**	MPP Sections 23-353 through 23-356	**Shred, Destroy or Delete**	**Secure Storage**
PIU, Case Records, criminal or civil litigation	**3 Yrs from Final Claim**	MPP Sections 23-353 through 23-356	**Shred, Destroy or Delete**	**Secure Storage**
PIU, FTI Data and Files	**CU + 5 Yrs**	PUB 1075	**Shred, Destroy or**	**Secure Storage**
PIU, FTI Visitor Access Log, Authorized Access List	**CU + 5 Yrs**	Restricted Area Authorized Access List and Visitor Access Log HHSA P&P	**Shred, Destroy or Delete**	**Secure Storage**
CWS Files with Evaluated Out Referrals	**Four years post closure, for all allegations other than sexual abuse . 100 years post closure for sexual abuse allegations. hard copy or electronic**	WIC 10851(a),€	**Shred, Destroy or Delete**	**Secure Storage**
CWS files with unfounded child abuse and/or neglect allegations	**Four years post closure, for all allegations other than sexual abuse . 100 years post closure for sexual abuse allegations. hard copy or electronic**	WIC 10851(a),(e); Government Code (GC) Sec. 911.4 (c)(1), (c)(2), (A)(B) and (c)(3); California Department Social Services Manual of Policies and Procedures (MPP); CWS Sec. 31-075; CWS Sec. 23-353	**Shred, Destroy or Delete**	**Secure Storage**

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
CWS files with inconclusive child abuse and/or neglect allegations; hard or electronic	**10 years post closure, for all allegations other than sexual abuse. 100 years post closure for sexual abuse allegations. hard copy or electronic**	Government Code (GC) Sec. 911.4 (c)(1), (c)(2), (A)(B) and (c)(3);	**Shred, Destroy or Delete**	**Secure Storage**
CWS files with substantiated child abuse and/or neglect allegations	**100 years (unless the finding is changed to inconclusive or unfounded, then follow above guidelines); hard copy or electronic**	PC 11169(f), (g), (i); GC Sec. 911.4(c)(1)(c)(2), (A)(B) and (c)(3)	**Shred, Destroy or Delete**	**Secure Storage**
CWS, Folders for ICPC and out-of town inquiries	**Three years post closure (i.e., current year plus 3 yrs.); hard copy or electronic**	WIC 10851(a),(e); CDSS CWS Sec. 31-075;CWS Sec. 23-353	**Shred, Destroy or Delete**	**Secure Storage**
CWS, Fatalities	**100 years; hard copy or electronic**	WIC 10850.4(n)PC 11169(f), (g), (i); GC Sec. 911.4 (c)(1), (c) (2),(A)(B) and (c)(3)	**Shred, Destroy or Delete**	**Secure Storage**
CWS, 300 (e & f) cases	**Indefinitely; hard copy or electronic**	Gov Code 911.4(c)(1), (c)(2), (A)(B) & (c)(3)	**Shred, Destroy or Delete**	**Secure Storage**
CWS, Referrals/Cases involved in Lawsuits, Claims and Litigation (including licensing files if a claim involved a foster home/other licensed facility)	**Same as the above for case type or four years after resolution of the lawsuit or claim, whichever is longer; hard copy or electronic**	Same as each of the above authorities for respective type of referrals/cases Four years after resolution of the lawsuit or claim is consistent with CC records retention procedures.	**Shred, Destroy or Delete**	**Secure Storage**
CWS, Guardianship Files	**100 years; hard copy or electronic**	PC 11169	**Shred, Destroy or Delete**	**Secure Storage; LEAPS System**
CWS, Probate/Independent/NonDependent Guardianship Files	**After Age 21; hard copy or electronic**	Gov Code 26205.1	**Shred, Destroy or Delete**	**Secure Storage; LEAPS System**
CWS, AAP Case Files	**Indefinitely; hard copy or electronic**	Title 22 CCR Section 89131b	**Shred, Destroy or Delete**	**Secure Storage**
CWS, Adoption Case Files	**Indefinitely; hard copy or electronic**	Title 22 CCR section 35351 and MPP section 45-807).	**Shred, Destroy or Delete**	**Secure Storage**
CWS, CACI Grievance Files	**Indefinitely; hard copy or electronic**	Cdss Division 31	**Shred, Destroy or Delete**	**Secure Storage**
CWS, ICWA Cases	**Indefinitely; hard copy or electronic**	WIC 361.31(m) CDSS Manual of Policies and Procedures; CWS, 31-075	**Shred, Destroy or Delete**	**Secure Storage**
RFA, Foster Home Licensing Case Files	**Indefinitely; hard copy or electronic**	CDSS Evaluators' Manual for Foster Home Licensing section 2-3151; All County Letter(ACL) 03-55	**Shred, Destroy or Delete**	**Secure Storage**
RFA, Mandatory State Reporting Forms	**CU + 3 Yrs, 3 years; hard copy or electronic**	Division 26-090 Manual of Policy and Procedures for Statistical Reports	**Shred, Destroy or Delete**	**Secure Storage**
RFA Files -Hard Copy	**CU + 5 Yrs**	CDSS Resource Family Approval Written Directives 10-05	**Shred, Destroy or Delete**	**Secure Storage**
RFA - Electronic Files	**Indefinitely**	Hard Files, must be converted to electronic files prior to destruction - CDSS Writen Directives 10-05	**Shred, Destroy or Delete**	**Binti System**
RFA, Disruption in Placement Files	**Indefinitely; hard copy or electronic**	MPP 35000[A][4]	**Shred, Destroy or Delete**	**Secure Storage**
Human Services, Financial Training Records	**CU + 4 Yrs**	CDSS MPP Staff Development and Training Records Regulation Sections 14-910	**Shred, Destroy or Delete**	**Secure Storage**

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Human Services, Training Records	**CU + 3 Yrs**	CDSS MPP Staff Development and Training Records Regulation Sections 14-910	**Shred, Destroy or Delete**	**Secure Storage; eLoomi LMS; CCTA; UC Davis**
Human Services, Retention of public assistance, social service, administrative claiming records and their supporting documents	**CU +3 years unless refrenced above**	MPP sections 23-353, 10-119.2 and 25-815.38, WIC Code Section 10851a	**Shred, Destroy or Delete**	**Secure Storage**
Human Services, Any Records or documents invoved in a fiscal audit or investigation	**A- 3 Yrs from Audit Closure**	MPP Sections 23-353 through 23-356	**Shred, Destroy or Delete**	**Secure Storage**

Records Retention- Human Resources - Risk Management

AC- Active **AU-**Audit **CU-** Current **E-**Election **P-**Permanent **AD-** Adoption **CL-** Closed/Completion **DOB-** Date of Birth **L-** Life **S-** Supersedes **FP-** Final Payment DOH- Date of Hire (**SOS-** GC 12236, 26202, 26205.1 Secretary of State Local Records Management Guidlines)

Record Type-Descriptor	Retention	Citation	Disposal	Location of Original
Background Investigations and Credit Checks- Recruting and hiring records pertaining to all applicants for employment, including correspondance to applicants, consumer reports from investigation agencies	**CU+6yrs for consumer reports CU+6yrs for authorizations and releases for background checks**	Fair reporting act, 15 U.S.C 1681 California Civil Code 1785.1-1785.6	**Shred, Destroy or Delete**	**HR- Risk Management**
Documents/Recordings- Departmental, Accounting- Department copies of Purchase Orders, Invoices, accounting, Etc.	**FP+3yrs**	GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Documents/Recordings- Miscellaneous- Miscellaneous correspondence, documents, not required to be kept statutorily	**CL+2yrs**	GC 26202, GC 26205.2	**Shred, Destroy or Delete**	**HR- Risk Management**
Drug Test Records- Department of Transportation (DOT) covered saftey-sensitive transportation positions; aviation, trucking, railroads	**CU+2yrs**	GC 382.401 for specific DOT retention requirements)	**Shred, Destroy or Delete**	**HR- Risk Management**
Duplicates of any Departmental Record	**Upon Verification the original is available**	SOS GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Employment Records for California Employees- Employment applications for every applicant; Personnel or employment records and files, including employee ID; Tests completed by applicants or employees (seeking promotion, transfers, etc.) Personnel or other wmployment records made or kept by an employer dealing with any employment benefit of any applicant or employee	**CU+2yrs or 2yrs from the date of the last personnel action, (Whichever is later)**	California Fair Employment& Housing Act, GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Employment Records-Benefits- All records pertaining to group health and welfare benefits, other employer sponsored benefit programs. ERISA reporting and disclosure requirements apply to all pension and welfare plans, including: Summary plan description (updated with Changes and Modifications), annual reports, notice or reportable events (such as plan amendments that may decrease benefits, a substantial decrease in the number of plan participants, ect), plan termination	**CU+6yrs**	Employee Retirement Income Security Act (ERISA), GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Employment Records-Selection & Hiring- Job applications, resumes, job ads, screening tools/tests, interview notes and other records related to hire/no hire decisiions. Records related to promotions, demotions, transfers, preformance appraisals, terminations, reasoable accommodations and/or requests, training records, incentive plans, merit systems, and seniority systems. Copy of EEO-1 survey and intake forms if applicable.	**CU+2yrs or the hire/no hire decision (whichever is later)**	Age Discrimination in Employment Act 29 U.S.C. 621-634, Americans with Disabilities Act, 42 U.S.C. 12101, Titile VII of the Federal Civil Rights Act of 1964, 42 U.S.C. 20009e) et. Seq. Section 503 of the Rehabilitation Act of 1973, 29 U.S.C. 794, GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Equal Employment Records Affirmative Action Records- Affirmative Action Plan/Data; records of hiring, dates of employment for veterans	**CU+2yrs**	Title VII of the Federal Civil Rights Act of 1964, 42 U.S.C 2000, Vietnam Veterans Readjustment Act of 1974, 38 U.S.C 4212, OFCCP Executive orders, GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Form I-9- Form I-9 and Backup identification documentation used in hirring process to verify eligibility to work	**DOH+3yrs or one year after date of T (whichever is later)**	Immigration Reform and Control Act (1 or more employee)	**Shred, Destroy or Delete**	**HR- Risk Management**
Health Care Continuation COBRA- COBRA notices to employees and their departments of thieir option to continue group helth plan coverage following certain qualifying events, such as the employee's termination, layoff or reduction on working hours, entitlement to Medicare, or the death or divorce of the employee (that would cause dependents to lose coverage under the employer's plan)	**CU+6yrs (to remain consistent with ERISA requirements)**	Consolidated Omnibus Budget Reconciliation Act (20 or more employees) GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Leaves of Absence Records- All FMLA records, including leave requests, Health Care Provider Certifications, correspondance Basic employee data, including name, address, title, pay, terms of compensation, daily and weekly hours worked per pay period, additions to/deductions from wages and total compensation. Dates of leave tken by eligible employees, designations from wages and total compensation. Dates of leave taken by eligible employees, designation letters. For intermittent leave taken, the hours of leave. Copies of employee notices and documents describing employee benifits or policies and practices regarding paid and unpaid leave. Records of premium payments of employee benefits. Records of any dispute regarding the designation of leave.	**CU+3yrs**	Federal Family & Medical Leave Act (FMLA), GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**

Record Type-Descriptor	Retention	Citation	Disposal	Location of Original
Leave of Absence- Attendance records. Basic payroll and identifying employees data, including terms of compensation, daily and weekly hours worked for non exempt employees Dates leave is taken. Leave must be designated in records as FMLA leave (may not include leavee under state law or employer sick leave program) if FMLA leave is taken in increments of less than one full day, the hours of leave Copies of employee notices, designations of leave Documents (including paper or digital) describing employee benefits or policies and practices regarding paid and unpaid leaves.	**CU+3yrs**	California Family Rights Act	**Shred, Destroy or Delete**	**HR- Risk Management**
Payroll and Compensation Records- Basic employee data: name, address, Social Security number, gender, DOB, occupation and job classification. Compensation records: Amounts and dates of actual payment: Time and day of week when employee's workweek begins. Total hours worked each day and workweek; Basis & rate which employee's wages are paid; Straight time and overtime hours/pay. All additions to or deductions from the employss's wages; Total wages paid each pay period covered by the payment. Records explaining any sex-based pay differences. Benefits and pension payments.	**T+5yrs**	Age Discrimination in Employment Act 29 U.S.C. 621-634 Fair Labor Standards Act, 29 U.S.C. 202 et. Seq. Federal Equal Pay Act of 1963, 29 U.S.C. 206, et. Seq. Lily Ledbetter Fair Pay Act, Publ L. 111-2 Section 181. amended Title VII of Civil Rights Act of 1964 Family Medical Leave Act (FMLA), 29 U.S.C. Ch 28 2601-2654, , GC 26202, GC 262051	**Shred, Destroy or Delete**	**HR- Risk Management**
Payroll Records- Names and addresses of all employees and ages of minors (2yrs); Payroll records showing the hours worked, daily and wages paid to all employees (2yrs); Job classifications (2yrs); Deduction made from wages, recorded in ink or other indelible form and properly dated with the month, day and year of deduction (3yrs) Time cards (7yrs)	**CU+4yrs**	California Labor Code Fair Labor Standards Act, GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Personel Records- Departmental Copies- Memos, Payroll action forms, Etc.	**T+2yrs**	SOS GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Policies- Departmental- HR/Risk Management Departmental Procedures	**S+2yrs**	SOS GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Safety Data- Log of occupational injuries and illnesses. Summary of injuries and illnesses. Records of exposure to toxic substances for each employee	**5yrs following the year records pertain to medical (FFD) exams. Material saftey data sheets and exposure to toxic substances records retained for the duration of employee's job tenure+30 years)**	Federal Occupational Health & Saftey Act, California Occupational& Saftey Act, GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Sick Leave Record/ New CA Paid Sick Leave Law (Applicable to Employees not Covered by MOU's or PTO Policies)- Records Documenting the hours worked and paid sick days accrued and used by an employee	**CU+3yrs**	California Labor Code	**Shred, Destroy or Delete**	**HR- Risk Management**
Unemployment Records- Dates covered by pay period, name SSN, DOH, and place of work, amount paid to each worker each pay period, disbursement records that show payments to anyone who preformed services, other records necessary for the employer to determine total pay each week	**CU+4yrs**	CA Unemployment Insurance Code GC 12236, GC 26202, GC 26205.1	**Shred, Destroy or Delete**	**HR- Risk Management**
Workers Comp Claims Records- Dated copy of DWC Form 1 Copy of DLSR Form 5020 (Employer's First Report) A Copy of Evedry DLSR Form 5021 Doctors First Original or Copy of Every Medical Report Pertaining to the Claim Annual Claim Logs, A Record of Compensation Payments, Documentation Sufficient to Determine Average Weekly Earning, Estimate of Future Liability, Copy of Every Notice, Correspondence Either Initiated or Recived by the Claims Admin, or DWC listing all work related injury Claims, Open and Closed. (5yrs from the End of the Yr Coverec) Copy of Applications for Adjudication of Claim Filed with WCAB Copies of Noties Sent to the Employee, All Orders or Awards of the WCAB	**Open Claims- DOI+5yrs or last benefit payment (whichever is later) Closed Claims- CL+2yrs Annual Claim logs, listing all work injuy claims, open and CL- (5yrs from end of the year covered). Claim Log must be provied within 14days of reciving a written request from the Adminitrative director**	Labor Code & CA Code of Regulations	**Shred, Destroy or Delete**	**HR- Risk Management**

Records Retention- Library

AC-Active **AU**- Audit **CU**- Current Year **E**- Election **P**-Permanent **T**- Termination **AD**-Adoption/Approval **CL**-Closed/Completion **L**-Life **S**-Supersedes **FA**-Final Action **ET**- End of Term **FP**- Final Payment

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Agenda Packets- Advisory/Committees- Agenda Packets of Advisory Boards, Committees, Commions, or Special Districts (Excluding Documents Relating to the Formation, Changes of Organizetion or Reorganization of the District ad Hearing Files)	**AD+2yrs**	GC 26202, GC 26205.1, GC 60201(d)	**Shred Destroy/Delete**	**Administering Department**
Agreements/Contracts- Any Agreements/Contracts that were authorized by the BOS either Directly, or Indirectly (as with those approved ursuant to County Code Chapter 3.08 Resolution 98-130, Resolution 96-295, Resolution 20-456, Resolution 22-462 and Change Orders	**CL+ 5yrs Interdepartment P- Held with COB**	GC 26202, 26205.1	**Shred Destroy/Delete**	**Library Filing Cabinets, electronically in shared drive, in vault**
Curculation Stats- Mariposa County Cuculation Stats	**CL+2yrs**	GC 26202, GC 26205.1, GC 60201(d)	**Shred Destroy/Delete**	**Library Filing Cabinets, electronically in shared drive, in vault**
Educational Binders- Binders with information pertaining to to the County Law Library, Assisting English learners	**S+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**Library Filing Cabinets, electronically in shared drive, in vault**
Financial- Invoices/ Deposits/Statements- Uploaded to Oracle, Deposits, Bills/Expenses, Travel	**CL+2yrs**	GC 26202	**Shred Destroy/Delete**	**Library Filing Cabinets, electronically in shared drive, in vault**
Inventory- Fixed Assets	**AU+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**Library Filing Cabinets, electronically in shared drive, in vault**
Miscellaneous- Flyers, Online Computer Library Center (OCLC), Workshop Waivers	**CL+1yr**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**Library Filing Cabinets, electronically in shared drive, in vault**
Policies and Procedures	**S+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**Library Filing Cabinets, electronically in shared drive, in vault**
Personnel- Departmental Copies of Memos, Payroll Action Forms etc.	**T+2yrs**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**Library Filing Cabinets, electronically in shared drive, in vault**
Volunteer Application	**T+1yr**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**Library Filing Cabinets, electronically in shared drive, in vault**
Waivers- Workshops- Internal Workshop	**CL+1yr**	GC 26202, GC 26205.1	**Shred Destroy/Delete**	**Library Filing Cabinets, electronically in shared drive, in vault**

Records Retention Policy- Planning

AC-Active **AU**-Audit **CU**-Current Year **E**-Election **P**-Permanent **T**-Termination **AD**-Adoption **CL**-Closed/Completion **DOB**-Date of Birth **L**-Life **S**-Supersedes

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original	Column1
Records for Projects, Project Files, Parcel Information, Requests for investigations, Appeals, Planning Determinations, County Projects, Development Agreements, General Plans & Specific Plan items, Title Code Amendments & PAC Agendas& Mins	**Scanned & Indexed -P Hard copy CL+5yrs**	GC 26202	**Shred, Destroy or Delete - After Scanned**	Pre Tyler digitally in Questys. Post Tyler: Housed digitally within permitting system	**See also line 17**
Records that reflect decisions on Projects of Policies made by Public Hearing Process, Via Planning Commission (Agenda, Minutes, Resolutions)	**Hard Copies and Electronic Documents P**	GC 26202 GC 26205.1	**N/A**	Development Services Library and County Website.	
Correspondence-Working Documentation- Not Attached to Identified Records in this Retention Policy	**CU+2yrs**	GC 26202, GC 26205.1	**Shred, Destroy or Delete**	Digitally in Planning shared drive or Planning SharePoint drive.	
Agreements/ Contracts	**CL+5yrs**	CCP. 337.2 434 B&P 7042.5 (Final Copy will be held P by COB)	**Shred, Destroy or Delete - After Scanned**	COB Office. ERP also holds all agreements and contracts.	
Public Records Request	**CL+2yrs**	GC 26202, GC 26205.1 (kept in Next Request)	**Shred, Destroy or Delete**	Pre-Next Request- archived as Parcel Information Files kept digitally.	
Personnel	**T+7yrs**	GC 26202, GC 26205.1	**Shred, Destroy or Delete once sent to HR of archiving**	Digitally in Managers only Accessible file.	
Non Records	**Destroy/Delete when no longer useful**	GC 26202	**Shred, Destroy or Delete**	Digital Files	
Policies and Procedures	**S+2yrs**	GC 26202, GC 26205.1	**Shred, Destroy or Delete**	Digitally in Planning shared drive or in Planning or Development Services SharePoint.	
Planning Advisory Committees/ Planning Commission	**P**		**N/A**	County Website. Hard files for PC(agenda and minutes) kept in Planning Library.	
Audio- Planning Commission	**P**	Resolution 2019-613	**N/A**	Civic Clerk or Minute Traq; Backup audio stored in Planning Shared Files	
Audio- Planning Advisory Committee Meetings	**P**	Resolution 2015-155	**Shred, Destroy or Delete Once Digitized**	Vault for older audio that is pre Civic Clerk or Minute Traq; Backup audio stored in Planning shared files.	
Vactation Rental Files	**CU+ 2yrs**	Resolution 2022-561	**Keep hard files for 2 years, destroy after digitized**	Pre Tyler digitally in Questys. Post Tyler digitally in Permitting System	
Plannng Department Application, Research (Parcel Info Files), Code Compliance Files	**CU + 2 yrs**	Resolution 2024-146	**Keep hard files for 2 years, destroy after digitized**	Pre Tyle digitally in Questys. Post Tyler digitally in Permitting System	
Code compliance	One time Authority	Resolution 2018-535	**Destroy code cases that are closed and scanned that are more than 5 years old**	Pre Tyler: digitally in Questys. Post Tyler digitally in Permitting System	

Records Retention Policy-Probation Department

AC-Active **AU**-Audit **CU**-Current Year **E**-Election **P**-Permanent **T**-Termination **AD**-Adoption **CL**-Closed/Completion **DOB**-Date of Birth **L**-Life **S**-Supersedes

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Adult Probation Records	**7 years after case closed**	PC 1203.10	**Shred, Destroy or Delete**	**Probation Main Building Hallway Filing Cabinet, Storage Shed**
Background Files (hire)	**Permanent**	GC 34090	**Shred, Destroy or Delete**	**File Cabinet in Administrative Analyst II Office**
Background Files (non-hire)	**Current year + 2 years**	GC 34090	**Shred, Destroy or Delete**	**File Cabinet in Administrative Analyst II Office**
Body Camera Recordings	**Nonevidentiary 60 days / Evidentiary 2 years**	PC 832.18	**Shred, Destroy or Delete**	**Secure cloud-based system known as Axon Evidence.**
Citizen Complaints	**CL + 6 years**	PC 832.5	**Shred, Destroy or Delete**	**Assistant Chief's Filing Cabinet**
CLETS Logs and Records	**Training Records 3 years/ CLETS Transactions 3 years**	California Law Enforcement Telecommunications System Policies, Practices and Procedures (and Statutes) Chapter 1.8.2, No. 3	**Shred, Destroy or Delete**	**ca.gov website**
Department Manauals	**Supersedes**		**Shred, Destroy or Delete**	
Employee Personnell Site File	**4 years**	GC 12946	**Shred, Destroy or Delete**	**Supervisor's Filing Cabinet**
Equipment Inventory	**S + 2 years**	GC 34090	**Shred, Destroy or Delete**	**Adult Unit Supervisor's File Cabinet**
Evidence Inventory Logs	**CL + 2 years**	PC 1417.9 and Government Code 34090.6	**Shred, Destroy or Delete**	**Juvenile Building Evidence Closet**
Financial Records - receipts, deposits, cash drawer, daily balance sheets, monthly cash statement, budgets	**7 years after close of fiscal year**	GC §26201	**Shred, Destroy or Delete**	**File Cabinet in Administrative Analyst II Office, Storage Shed**
Firearms Inventory	**relinquishment + 5 years**	Title 11, Division 5 (4350)	**Shred, Destroy or Delete**	**Adult Unit Supervisor's File Cabinet**
Grant Files	**3 years after the final audit of grant**	Grant Agreement	**Shred, Destroy or Delete**	**Grant Project Administrator's Filing Cabinet / Financials in Admin. Analyst Filing Cabinet**
Grievences	**Closed + 2 years**	GC 34090	**Shred, Destroy or Delete**	**Assistant Chief's Filing Cabinet**
Internal Investigations	**Closed + 5 years**	PC 832.5, EVC 1045, GC 12946, PC 801.5, 803(c), VC 2547	**Shred, Destroy or Delete**	**Assistant Chief's Filing Cabinet**
Juvenile Court / Probation Case Files	**5 years from last contact**	GC 26201; WIC 781 & 826; PC 1203.45; PC 1192.7 & PC 1192.8; H&S 11361.5	**Shred, Destroy or Delete**	**Juvenile Building Filing Cabinet in hallway**
Juvenile Hall - Booking Register	**5 years**	GC 26201; WIC 781 and 826	**Shred, Destroy or Delete**	**Juvenile Hall**
Juvenile Hall - Incident Reports	**3 years after minor turns 18. If case involves PC 1192.7 & PC 1192.8 the file becomes permaqnent and may never be destroyed**	GC 26201; WIC 781 and 826, PC 1192.7 and 1192.8	**Shred, Destroy or Delete**	**Juvenile Hall**

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Juvenile Hall - Log Books	**5 years**	GC 26201	**Shred, Destroy or Delete**	**Juvenile Hall**
Juvenile Hall - Medical/Mental Health Records	**7 years (at least 1 year after minor turns 18). If case involves PC 1192.7 & 1192.8 the file becomes permanent and may never be distroyed**	22 CCR 73543, 74731, 75343, 75055; PC 1192.7 and PC 1192.8	**Shred, Destroy or Delete**	**Juvenile Hall**
Juvenile Hall - Room Checks	**3 years**	GC 26201	**Shred, Destroy or Delete**	**Juvenile Hall**
Juvenile Hall Records	**Title 15 has no specific requirements / 5 years all other**	WIC 1324(f), 781 and 826	**Shred, Destroy or Delete**	**Juvenile Hall/ Case Management System**
Juvenile Hall - Video Recordings	**1 year & 2 years for recordings of security incidents**	GC 36202.6	**Shred, Destroy or Delete**	**Secured Cloud based storage**
Standards and Training For Corrections (STC) Records (Employees)	**Permanent**	STC Policy & Procedures Manual for participating dept. - Chapter II Section VII-B minimum of 3 years retention	**Shred, Destroy or Delete**	**Training Managers filing cabinet**

Records Retention Policy- Sheriff's Office

AC-Active **AU**-Audit **CU**-Current Year **E**-Election **P**-Permanent **T**-Termination **AD**-Adoption **CL**-Closed/Completion **DOB**-Date of Birth **L**-Life **S**-Supersedes **AC**-Active

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Mutual Aid Strategic Plan	**S+2yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Accounting/Cash Reconciliation	**CU+2yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Alarm Records	**CU+2yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Citizen Claim Files	**CL+6yrs**	PC 832.5	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Department Manual	**S**		**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Equipment Communication	**T+2yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Inventory	**S+2yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Reports Activity/ Weekly/Monthly/Quarterly/Statistical Report by division	**CU+2yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Chemical Emissions	**CU+2yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Internal Investigation	**CL+5yrs**	PC 832.5, EVC 1045, GC 12946, PC 801.5, 803 (c) VC 2547	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Asset Forfeiture/ Investigation/ Proceedings	**CL+2**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Notification of Asset Forfeiture	**CL+2**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Case Files/ Homicide	**P**	PC 799	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Narcotics (no arrests made)	**CL+2yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Officer Involved Shooting	**CL+25yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Court Daily Schedule	**CU+1yr**	GC 34090.7	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Tracking System Records	**CU+2yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Fingerprint Applicant Files	**T+2yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Inked Palm Cards/ Active	**AC+20yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Guns, Dealers Record of Sale	**CU+6yrs**	PC 12070	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Applicants, Monthly Gun Audits, Applications Denied/ Stolen DOJ File Legal Notifications/ Identification Information/ Payment Information	**T+10yrs**		**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**
Daily Logs/ Report Staffing/Booking/Releases/Transfers/Transportation	**CU+6yrs**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Inspection Files	CL+6yrs		Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Inspection Files	CL+6yrs		Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Daily Activity	CU+2yrs	GC 34090	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Investigative (Pre-Arrest)	CL+10yrs	GC 34090	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Photographs/Crime Scene	P		Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Inmate Number	CU+20yrs		Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Arrest/Conviction H&S 11357 (b) (c) (d) (e) or H&S 11360(b) violations (occurring after January 1, 1996)	2yrs Mandatory destruction from date of conviction or date of arrest with no conviction	H&S 113615.5 (exception H&S 11357(e) until 18yrs of age	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Supplemental Felony Capital Crimes/Crimes Punishable by Death, Life Imprisonment	P	PC 799	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Firearm Destruction	P		Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Non-Criminal Occurrences	CU+2yrs	GC 34090	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Range Inventory	S+2yrs	GC 34090	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Tapes/Audio/Telephone/Radio Communications (exception- Recording used as evidence on a criminal prosecution)	CU+180days	GC 34090.6	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Use of Force Supervisory Review File/Review Form/Arrest/Report Copy/Logs	CU+2yrs	GC 34090	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Warrants/Felony (exception murder/escape)	Recall after 10yrs		Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Misdemeanor	Recall after 5yrs		Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Equipment Radio Log	CU+2yrs	GC 34090	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
X-Patrol Requests	CU+2yrs	GC 34090	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Radar Calibaration	T-2yrs	GC 34090	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Non Injury Accident Report	CL+2yrs	GC 34090	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Fatal Accident Report	P		Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Vehicle Assignment Reports	S		Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Vehicle Down Report	CU+1yr		Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Grievance Files	CL+2yrs	GC 34090	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive
Background (non-hire)	CU+2yrs	GC 34090	Shred, Destroy or Delete	Sheriff's Office Filiong Cabinets, electronically in shared drive

Record Type- Descriptor	Retention	Citation	Disposal	Location of Original
Background (hires)	**P**	GC 34090	**Shred, Destroy or Delete**	**Sheriff's Office Filiong Cabinets, electronically in shared drive**

THE HISTORICAL RECORDS OF COUNTY GOVERNMENT IN CALIFORNIA

Funding provided by the
National Historical Publications and Records Commission

2nd Edition, 2004
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December 2004

As the constitutional officer responsible for the management of the State Archives, I am pleased to present this manual, *Historical Records of County Government in California, Revised 2004*, to assist counties in the identification and preservation of their own valuable historical records. Since the publication of the manual twenty-three years ago, we have received numerous comments about its usefulness to local officials and the general public. A reprinting of this important resource has been long overdue.

The manual also represents the implementation of one recommendation that emerged from the California Historical Records Advisory Board's strategic plan completed in 2002. In its final report, *Historical Records in the Golden State: A Strategic Plan for Preserving California's Documentary Heritage*, the Board encouraged the State Archives to publish a new version of the manual. In addition to a limited distribution of printed copies of the manual, the publication will be available on the State Archives web site. (www.ss.ca.gov/archives/archives.htm)

The manual offers assistance to county administrators and staff who face the difficult task of evaluating records for historical content. I encourage counties to give serious consideration to the permanent preservation of the records described as these documents contain a large part of the remarkable history of our state. In addition, the manual serves as a research guide to the use of county records. These records, largely untapped, illuminate significant aspects of California history now little understood and may help point us toward solutions to the bewildering array of contemporary problems we all face.

This new edition has been made possible with help from the California State Genealogical Alliance. Representatives from the organization spent many hours converting the original manuscript to an electronic format. We are grateful for their assistance.

Kevin Shelley

KEVIN SHELLEY
Secretary of State

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Introduction to the 1981 Edition

Certain records have a value that extends far beyond the period during which they served some legal, financial or administrative purpose. This secondary, or historical, value of records provides us with a "window through time" with which we may attempt to gain a better understanding of people and events in the past, and thus a better perception of our present and future. Without proper care and handling of historical records, however, the "window" and the information it makes available can be lost forever. It is only through the preservation and study of historical records that we know anything about, for example, the euphoric yet grinding existence of gold miners in the California of the 1850s. Equally important, these records provide essential information for the study of vital contemporary issues.

Historical records of county government are useful for a variety of reasons. They may contain valuable sociological data about people, where they lived, who they married and what they thought. They help explain the court system and the administration of justice. Certain records may reveal information important to genealogists and political scientists. Others contain financial statistics necessary for studies of basic fiscal activities. A significant segment of records provides information on land values and ownership, transfer of titles and encumbrances of real property. Still others are vital to administrators as evidence in matters of litigation or as keys to the interpretation of public policy and planning.

The manual is based on two factors that should be understood by the reader. First, despite differences in local development, geography and population, county government in California has been fairly uniform over time in its organization, functions and services. Second, because of this uniformity, the records created by county government are generally similar in title, information, use, arrangement and even format. For those reasons, it was possible to collect information, past and present, about the types of records created and maintained by counties, and to identify and describe historical records common to most counties.

Although fifteen agencies, representing the core of county functions, are included, other arms of county government go unmentioned, such as departments of general services or personnel offices. These agencies have few historical records. Indeed, the manual reveals that the offices of county clerk and recorder together contain over seventy per cent of the records listed. In counties with a combined clerk-recorder function, the official in charge may truly be called "Keeper of the Archives".

In order to maintain the publication's focus as a guide to historical records common to most counties, records not common to a majority of counties do not appear even though they may have significant historical value. Such is the case with "Records of Chinese Birth" (Alameda), and "Indian Indentures" (Humboldt). These records, and others like them, should be permanently preserved.

The author of this manual put considerable research into the selection of records that do appear. Extensive use was made of Owen Coy's *Guide to the County Archives of California* (1919), the last complete survey of county records. Coy and his staff visited all fifty-eight counties to inspect storage conditions and to list current and non-current records in the custody of the clerk, recorder, assessor, auditor, tax collector, treasurer and superintendent of schools. A careful examination of the lists revealed records common to most counties, and Coy's discourses about the records of each office helped clarify administrative changes in record-keeping practices as well as highlight documents of historical value.

In addition, the volumes of the Works Project Administration's (WPA), *Inventory of the County Archives of California* (late 1930s-early 1940s), were consulted. The inventories provided a breadth of information founded on solid research that is not duplicated elsewhere. Not only do the volumes list all records maintained by agencies and give full descriptions of the information contained in each record series, but they also furnish detailed histories on the organization of county government. Nine volumes of the WPA series were used: Alameda, Fresno, Kern, Mono, Napa, San Benito, San Francisco, San Luis Obispo and Santa Clara.

To bring the information from these two sources up to date, recent inventories and records manuals were examined. Data extracted from manuals of Alameda and San Bernardino counties, and from recent inventories in Yolo, Stanislaus and Sonoma counties proved most useful. The Sacramento History Center, repository for the non-current records of the city and county of Sacramento, also provided helpful information. Finally, an on-site survey of Napa County records was conducted in late October-early November 1981 as a test case for the data obtained elsewhere. In nearly every instance, the Napa results closely matched the information obtained from the other sources. The research seemed to be both reasonable and valid.

Many people contributed time and effort to the creation of the manual. Laren Metzer did a superb job as author, and his supervisor, Chuck Wilson, carefully reviewed the work for accuracy and made helpful suggestions for improvement. Rick Castro, Manager of Record Services, Alameda County; Gay Blake, Supervisor, Central Microfilm Services, San Bernardino County; Sandra Walton, University Archivist, Sonoma State University; John Caswell, Emeritus Professor of History, California State College, Stanislaus; and Susan Hawthorne, formerly of the Yolo County Library, all generously supplied information or copies of record inventories and manuals. Susan Searcy, Archivist at the Sacramento History Center, shared her knowledge and made records from that repository available for examination.

The on-site survey in Napa County was made possible only by the support of the following officials and their staff: Albert Haberger, County Administrator; George Abate, Assessor; James Marek, Auditor-Controller; Florence Cunny, Clerk; Stephen Hackett, County Counsel; James Hickey, Planning Director; Harry Hamilton, Public Works Director; Eleanor Kimbrough, Recorder; Phillip Stewart, Sheriff-Coroner; Floyd Seifert, Superintendent of Schools; and Isabelle Burrell, Treasurer-Tax Collector. Jess Doud,

Director of the Napa County Historical Society, helped to establish contact with Napa officials. Lili Ann Metzer assisted in the work as a volunteer surveyor, thus hastening the completion of the survey and stretching a finite dollar amount that much further. To all the above individuals go our very special thanks.

To the National Historical Publications and Records Commission also goes our gratitude. As the funding agency for costs involved in the production of this manual, their support was essential. The Commission's records grant program made the entire California Historical Records Educational and Consultant Service possible. They have been instrumental in assisting us to identify and preserve California's irreplaceable local history resources and we are deeply appreciative.

As a final note, please contact us if you have any questions regarding the identification or appraisal of historical records. Counties often have unique historical documents that are not listed in this manual. We will be happy to advise you as to the potential historical value of records you may be considering for disposition. It is our belief that, working together, we can select and preserve those vital historical records that constitute not only the story of our past, but also the foundation of our future.

John F. Burns
Chief of Archives
California State Archives

User's Guide

The format of the manual is straightforward and consistent. At the beginning of each section, the user will find a short essay on the functions of the office or agency. Following that, each record series* is listed in alphabetical order by the series title. For the clerk's and recorder's offices, because so many entries are involved, the records have first been divided by categories and then listed alphabetically. Furthermore, court records have been divided into the separate jurisdictions represented. Throughout, each series has been numbered consecutively for ease of reference. This updated version of the manual offers an improved format with headers on each page, photographs (not provided on the PDF version) and an improved index. In addition, several new record series have been added and a number of the research notes have been revised.

Information has been provided for each entry using the following format and order:

SERIES TITLE (ALTERNATE TITLE) [in bold and upper case]. Inclusive dates [in bold] If the record is still current, no ending date is given.

Identification of the series, i.e., what it is or does. Types of record materials included in the series. Specific information contained in the series. Related historical and administrative information. Indexing information [for a separate index series]. Accessibility, i.e., whether the series is closed or confidential.

Arrangement information with common alternatives. Indexing information [for indexing within a series].

Research Note: [in bold and italics]. Suggested research uses of the series.

Two areas require clarification: indexing and arrangement information. Indexing information usually refers to separate indices in which case a separate entry for the index series will immediately follow the series to which it relates. The absence of a separate index is so stated. If an index is provided within the series, i.e., for each volume, the information will immediately follow the statement about arrangement. In some cases, both a separate indexing series and indexing within a series may occur for a single entry.

Arrangement information is always first about the series as a whole, then about a discrete segment (volume, file) within the series. For example, judgment dockets commonly are arranged alphabetically by names of plaintiff and defendant and then chronologically by date of hearing. This means that for the series as a whole, the arrangement is alphabetical, A-Z. Once the appropriate docket has been located (J for Jones for example), the arrangement within the docket is chronological by date of hearing.

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* A record series is a unit of records arranged in accordance with a particular filing system or created, maintained and disposed of together as a unit because the records relate to the same subject or function, result from the same activity or have the same form.

As an example, entry #88 is produced below.

88. CORONER'S REGISTERS, 1883-

A register of all inquests conducted by the coroner. Contains name of deceased, date and cause of death, date of inquest, names of witnesses and jurors, case number, description and identification marks, disposition of personal property and verdict of jury.

In addition, since 1914, the register contains sex, race, residence, age, marital status and occupation of deceased, place of burial, name of undertaker and history of case. Original inquests are filed with the clerk. Separate indexes are common.

Arranged chronologically by date of inquest or, since 1914, numerically by case number. Indexed alphabetically by name of deceased.

Research Note: **Source of genealogical and social information; useful guide to inquests.**

As indicated in the main body of the entry, separate indexes to coroner's registers are common. Thus, entry #89 is **INDEXES TO CORONER'S INQUESTS**, and provides information on the content and arrangement of the indexes. However, it is also common for a coroner's register to be indexed within each register. This information is indicated after the arrangement data.

To further assist the user in gaining access to the information in the entries, a subject index with cross-references is provided at the back of the manual. The index is arranged alphabetically by topic and keyed to page numbers.

Also at the back of the manual are three appendices. Appendix A, "A History of the Organization and Functions of County Government", and Appendix B, "History of the Court System", help set the records contained in the manual in a proper historical context and provide information useful to an understanding of the entries. Appendix C, "Disposition of County Records", summarizes sections of the California Codes that govern disposition at the county level. It is not intended to be a comprehensive treatment of the subject and should not be used as such. It is up to date through 2004.

In revising this manual, I received valuable insights from Charlene Noyes, archivist, California State Archives, Hynda Rudd, archives and records management consultant, and Teena Stern, California historian. All photos are courtesy of the California State Archives.

Laren W. Metzer
Deputy State Archivist
California State Archives
November 2004

San Francisco after the great earthquake and fire, April 1906

"These records are created in connection with the day-to-day functions of public offices, but many of them . . . have value for purposes for which they were never intended . . . Records of local government constitute America's cupboard of unspoiled goodies . . . the richness of which is concealed by their classification as simply 'old records'. These hundreds of millions of documents have suffered in varying degrees – from natural deterioration, from the elements, from vermin, from theft, from human neglect or deliberate destruction – but those that remain in the county courthouses and city, town, and village halls of the nation conceal the unwritten and unknown history of America."

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ASSESSOR

The principal function of the assessor is to evaluate all property in the county for the purpose of taxation. Both real and certain types of personal property are assessed. Some assessable property, such as schools, churches, federal, state, and county buildings, is tax exempt. It is the assessor's responsibility to grant exemptions and to keep a record of them.

During the early years of statehood, the assessor had other duties, including ex-officio superintendent of schools (1853-1855), assistance in voter registration, collection of the poll tax, and preparation of the militia rolls.

1. ASSESSMENT ROLLS, DELINQUENT, 1850 –

Record of delinquent assessments. Contains name of assessee, description and value of real estate and personal property, date, and amount of delinquency.
No separate indexes.

Arranged chronologically by year and then alphabetically by name of assessee.

Research Note: Source for study of types and value of property held in delinquency.

2. ASSESSMENT ROLLS, SECURED, 1850 –

Record of assessment on real property for purposes of taxation. Contains names of assessee and address, date, tax rate area, parcel number, acreage, land valuation, value of improvements, exemptions, and net total assessment. The assessment rolls are prepared by the assessor who then delivers them to the clerk for review by the Board of Equalization (Board of supervisors). After adjustments by the board, the equalized rolls are delivered to the auditor who computes the amount of taxes due and sends the rolls on to the tax collector. At this point, the equalized rolls become tax rolls, are duplicated, and retained by the tax collector. The assessment rolls return to the assessor's office, though originally, and for many years after, they remained usually in the custody of the auditor. Older assessment rolls may still be found with the auditor or even the tax collector.
Separate indexes.

Arranged chronologically by year and then numerically by parcel number. Prior to use of the parcel numbering system, the secondary arrangement was usually alphabetical by name of assessee.

Research Note: Source for tracing land values, property ownership, tax rate patterns and development.

ASSESSOR

3. INDEXES TO ASSESSMENT ROLLS, SECURED, 1850 –

Indexes to records of assessment on real property. Contains name of assessee, tax rate area, parcel number, reference to map book and page number and year in rolls. An alternate system of indexing assessment rolls is to compile separate indexes by type, i.e., situs index (alphabetical by city, street/road name and number), name index (alphabetical by name of assessee), numeric index (numerical by parcel name).

General indexes are arranged chronologically by year and then alphabetically by name of assessee.

4. ASSESSMENT ROLLS, UNSECURED, 1850 –

Record of assessment on certain types of personal property. Contains the name and address of assessee, valuation, date, tax rate area, description of property, value of improvements, exemptions, and net total assessment. In early days, assessments of real and personal property were sometimes combined.
Separate indexes uncommon.

Arranged chronologically by year and then alphabetically by name of assessee.

Research Note: Source for study of tax rates and types of personal property included in assessment. Early records provide list of material possessions of residents and help to reveal wealth as well as offering glimpses of pioneer lifestyles.

5. MAP BOOKS (PLAT BOOKS), 1850 –

Map books compiled from reports and field notes by staff of the assessor's office. Contains date of map, block and lot numbers, township and range numbers, name of city/town, name of owner, amount of holding, subdivision and street names, property boundaries, footage, and estimated value of land.
Indexes uncommon.

Arranged alphabetically by township and range numbers.

Research Note: Similar in content to recorder's map books, these records are a source of study of land development and ownership, urbanization, and property values.

6. PARCEL MAPS, 1850 --

Maps of land parcels within county. Contains date of map, parcel book number, block and parcel numbers, tax area code, property boundaries, and street names. No indexes.

ASSESSOR

Arranged numerically by book number and then parcel number.

Research Note: Useful for locating any piece of property in county.

7. POLL TAX ROLLS, 1850 – 1913

A record of taxes levied on all males between certain ages regardless of wealth or property. Contains name and residence of assessee, amount of tax, and date paid. Poll taxes were abolished in 1914 with the passage of Proposition 10.
No index.

Arranged chronologically by year and then alphabetically by name of assessee.

Research Note: Source of study of poll tax as county revenue. Provides useful genealogical information in absence of more frequently used records.

8. REPORTS, STATE BOARD OF EQUALZATION, 1860 -

A copy of the annual report prepared by the assessor to the State Board of Equalization. Contains lists of property exempt from taxation, description and location of property, name of owner, and date of report. Also, lists county statistics for number of livestock, fruit-bearing trees, total acreage under cultivation, bushels of grain harvested, gallons of wine and liquor processed, and related agricultural information.
No index.

Arranged chronologically by year.

Research Note: Source of information on variety and development of county agriculture and industry. Provides summary of assessment exemptions.

AUDITOR

As the Chief accounting officer, the auditor has the key position in the county's financial system. County funds may be received or disbursed only on the authorization of the auditor. Through the preparation and control of the budget, the auditor estimates and regulates the expenditures of all county offices, agencies, schools, and special districts. In the levying of taxes, the auditor takes the rates established by the Board of Equalization and other tax levying bodies, and lists the amounts of taxes due for each taxpayer. The taxes collected are then apportioned by the auditor among county funds. The auditor controls the accounts of all county officers handling county monies, conducts regular audits, maintains an inventory of county property, serves as paymaster for county employees, and administers the county insurance and retirement programs.

No provision was made for an independent auditor until 1860 and the office, usually separate today, was sometimes combined with the duties of recorder and/or clerk even in later years.

9. BOND REGISTERS, 1880s –

A register of all bonds issued by county for revenue purposes. Contains name of fund, bond number, name of purchaser, amount of bond, date paid, rate of interest, and date of maturity. Registers for districts are usually maintained separately from general construction and improvement bond registers.
Separate indexes uncommon.

Arranged numerically by bond number.

Research Note: Source for study of bonds as revenue source, types of construction projects supported by residents, urban planning and general state of county finances.

10. BUDGETS, ANNUAL (BUDGET FILES), 1927 –

Draft and final, annual county budgets prepared by auditor and county administrator and presented to the Board of supervisors for review and approval. Contains budget totals for each office and agency, amount of funds requested and proposed budget history information, salary ranges for county positions, summaries of budget by fund, and of estimated revenues and fiscal requirements. Copies are distributed to most offices and agencies with working files maintained by auditor and county administrator.
No separate index.

Arranged chronologically by fiscal year.

AUDITOR

Research Note: Source of study of variety of revenue sources, growth of county government, individual agency requests over time, patterns of administrative support for certain programs, and rising salary needs.

11. GENERAL LEDGERS, 1850 --

A record of all funds and accounts, receipts and disbursements, for all county agencies. Contains fund number and name, fiscal year and date, date of transaction and codes, list of debits and credits, transfer of funds, and balances. Majority of older records in auditor's office have been destroyed in many counties. Many recent records duplicate information found in treasurer's office. Currently, most counties have supplemental ledger (revenue ledgers, expenditure ledgers) in addition to general ledgers. No index.

Arranged chronologically by fiscal year and then numerically by fund number.

Research Note: Source for study of finances in general and for specific investigations of agency expenditures and revenues, purchasing patterns, and rising cost of goods and services.

Harvest time near Santa Ana, Orange County, 1915

CLERK

An elected official in all but three counties, the clerk has a wide range of responsibilities. The clerk served as ex-officio clerk of the court of sessions until this court was abolished in 1863, and as clerk of the district, county and probate courts until 1860. Since 1880, the clerk has performed the duties of clerk to the board of supervisors and through the board, as clerk of the board of equalization. In many counties, the clerk also acts as the register of voters.

The clerk has been charged from time to time with the duties of other offices, including the sealer of weights and measures (1850-1858, 1860-1891), the recorder (several times since 1851), the auditor, and the treasurer (1893-1911, collection of inheritance taxes). Today, the office of county clerk is often combined with the office of county recorder.

The clerk's numerous duties require the creation or maintenance of diverse and important records, including court records, files of the board of supervisors, election records, naturalization records, marriage certificates, register of licensed professionals, and business records.

Records of the Board of Supervisors

The board of supervisors is the legislative and executive body of the county. Board members, totaling five, are elected by voters from the district that the member represents (except in San Francisco). The supervisors, acting as the corporate authority of the county, have the power to sue and be sued, to purchase and dispose of land, to make contracts, to deal with claims made upon the county, and to perform all executive duties in county government. In addition, the board has authority over the conduct of county officials, the enforcement of law, the expenditure of funds, the administration of education, the conduct of elections, the creation and regulation of systems for public works, health, and welfare, and the disposition of records.

Wide power has been given to the board in its control over political subdivisions such as municipalities, townships, and special districts. The board works in close cooperation with the county administrator (executive, manager) in counties that have this form of government.

As clerk to the board, the county clerk maintains custody of the all the records created by the supervisors.

CLERK

12. ALLOWANCE BOOKS (REGISTERS OF CLAIMS, CLAIMS ALLOWED), 1850 –

Records of allowances made by a board of supervisors for claims against county funds. Contains claim number, dates received and filed, amounts allowed, name of fund, name of claimant, materials or services provided, and fund totals. Separate indexes uncommon.

Arranged numerically by claim number.

Research Note: Source for information on early government needs and planning, on wages and prices for goods and services, and on local business.

13. APPLICATIONS FOR RELIEF, 1860s – ?

Applications for adult and orphan aid. Contains name of applicant, age, residence, marital status, number, names and dates of birth of children, name, address, and relationship of person with whom children reside, reason for request, amount and description of property, habits of sobriety, and date filed. No separate index.

Arranged chronologically by date of filing. Indexed alphabetically by name of applicant.

Research Note: Useful to an understanding of early system of social services and source of study of welfare patterns, aid amounts, and reasons for relief request. Provides some genealogical information.

14. BUDGETS, ANNUAL (BUDGET FILES), 1927 -

Draft budgets and final, annual county budgets, prepared by auditor and county administrator and presented to the board of supervisors for review and approval. Contains budget totals for each office and agency, amount of funds requested and proposed, budget history information, salary ranges for county positions, and summaries of budget by fund, of estimated revenues, and of estimated fiscal requirements. Copies are usually distributed to most offices and agencies with working files maintained by the auditor and county administrator. No index.

Arranged chronologically by fiscal year.

Research Note: See entry #10.

15. CONTRACTS AND AGREEMENTS, 1850 –

Original contracts and agreements approved by the board of supervisors for the conduct

of county business. Includes franchises, bonds, plans and specifications, bids, reports and studies, correspondence, maps, memoranda, and printed materials. Basic contract or agreement contains name of contractor, contract number, date filed, description of work or service to be provided, and signatures of chair of the board of supervisors, county clerk, and contractor. No index.

Arranged numerically by contract number.

Research Note: Source for study of public works and construction projects. Provides visual evidence of architectural designs and mechanical devices.

16. CORRESPONDENCE (ADMINISTRATIVE FILES), 1850 –

Correspondence to and from the board of supervisors on a wide range of subjects relating to county affairs. May also include maps, memoranda, clippings, plans, photos, reports, speeches, unpublished writings, printed materials and ephemera. Contains date, text of subject, and names of correspondents. No index.

Arranged alphabetically by subject or chronologically by date written.

Research Note: Correspondence can be a misleading term as it often includes all sorts of other records that are of little historical value. Still, certain items are worth preservation for the light they shed on administrative opinion and organization, the concerns of constituents, and patterns of agency response and reaction to issues of the day.

17. MINUTES (MINUTE BOOKS), 1850 -

Minutes of the proceedings of the board of supervisors, including ordinances and resolutions, appointments and resignations of county officers and employees, statements of election results, lists of claims made against the county, and budget information. Contains date, time, and place of meeting, names of members present and absent, nature of business, actions taken, and recorded vote of members.
Separate indexes.

Arranged chronologically by date of meeting.

Research Note: Minutes, in effect, provide a summary of the history of county government, administrative structure, issues important to residents, actions taken in response to needs, and changes in society.

CLERK

18. INDEXES TO THE MINUTES, 1850 -

Indexes to the minutes of the proceedings of the board of supervisors. Contains date of session, subject and description of business, and reference to volume and page numbers in minutes.

Arranged alphabetically by subject and then chronologically by date of recording.

19. MINUTES, BOARD OF EQUALIZATION, 1852 -

Minutes of the board of supervisors acting ex-officio as the board of equalization. The sole function of the county board of equalization is to decide on matters of adjustment of property assessments prior to the computation of property taxes. Contains date and place of meeting, names of property owners affected, location and description of property, nature of changes and corrections in assessments, and names of members present. May include applications for reduction in tax assessments. No index.

Arranged chronologically by date of meeting.

Research Note: Source for tracing tax base of county, development of land use policies, types of issues by board, and patterns of revised assessments.

20. ORDINANCES (ORDINANCE BOOKS), 1850 –

Original ordinances as adopted by the board of supervisors. Contains title, number, and text of ordinance, dates passed and effective, and votes for and against by individual supervisor. Maps may be included with zoning ordinances. Separate indexes.

Arranged numerically by consecutive ordinance number.

Research Note: Source of legal and administrative history. Ordinances reveal concerns of residents, issues of the day, and growing complexity of county government. As such, they reflect the evolution of values within the locality.

21. INDEXES TO THE ORDINACES, 1850 –

Indexes to the ordinances of the board of supervisors. Contains title, number, and subject of ordinance, date adopted, and reference to volume and page numbers in ordinances.

Arranged alphabetically by subject of ordinance and then numerically by ordinance number.

CLERK

22. RECORDS OF BURIAL OF EX-UNION SOLDIERS, 1889 – 1920s

Records of burial of Union Civil War veterans made at county expense. Contains name, rank, company, civil occupation, and nativity of soldier, date of entry into service, date of discharge, dates and places of death and burial, affiliation with Grand Army of the Republic, and amount of burial expenses. Late 19th and early 20th century record now obsolete. No separate index.

Arranged chronologically by date of filing. Indexed alphabetically by name of deceased.

Research Note: Source of genealogical information.

23. REGISTERS (RECORDS) OF ORPHANS AND HALF-ORPHANS, 1907 – ?

A record of applications for county aid for needy children. Contains date and number of application, name, sex and age of child, name, address, birthplace, and relationship of person caring for child, reason for request, and amount of property owned. Early 20th century record now obsolete. No index.

Arranged numerically by application number.

Research Note: Useful for understanding treatment of needy children in early 20th century, for study of welfare system and reasons for applications. Provides some genealogical information.

24. REPORTS, OFFICIAL, 1850 –

Official reports received by the board of supervisors relating to the administration of county offices and agencies. Includes annual reports required of most county officers. Subjects include administration of justice, health and welfare, public works, planning, agriculture, and finance. Some material may be duplicated in files of the county administrator. No index.

Arranged alphabetically by subject.

Research Note: Reports are often condensed sources of information on the subjects covered. They provide summaries of agency activities that, taken together, offer insights into the conduct of county affairs.

25. RESOLUTIONS, 1850 –

Original resolutions passed by the board of supervisors. Contains date passed, number

and subject of resolution, names of interested parties, names of members voting, and nature of action. Separate indexes.

Arranged numerically by consecutive resolution number.

Research Note: Although not having as much weight as an ordinance, a resolution is evidence of the formal opinion or determination of the board and thus is an important record in understanding public opinion. Collectively, they can illustrate changes in societal attitudes to a wide range of local, state and national issues.

26. INDEXES TO THE RESOLUTIONS, 1850 –

Indexes to the resolutions of the board of supervisors. Contains number and subject of resolution and date passed.

Arranged alphabetically by subject of resolution and then numerically by resolution number.

27. ROAD BOOKS (ROAD RECORDS, ROAD ACCOUNTS, ROAD PROCEEDINGS, ROAD REGISTERS), 1850 – 1930s

Records of the board of supervisors' actions and deliberations on the planning, construction, and maintenance of county roads and related public works. Contains date of meeting, orders and resolutions presented and approved, names of supervisors present, and actions taken. May include original maps and surveys, field notes, and other topographical documents. Road books are generally a 19th century record now obsolete. Road books were maintained separately from minute books. Early volumes may have a separate index. Later volumes are usually indexed in indexes to the minutes of the board of supervisors.

Arranged chronologically by date of meeting.

Research note: Source for study of the development of county transportation system.

Court Records

To avoid repetition, a general summary of the historical uses of court records is provided at this point for all court jurisdictions (district, county, court of sessions, probate, and superior courts). An individual research note is provided for those entries having particular research value.

CLERK

Research Note: Court records, largely overlooked by researchers, form a body of materials unmatched by any other source for the range of subjects treated. Within the records created by the courts, a careful reader may gain valuable insights necessary for a proper understanding of the social, political, economic, and legal history of California.

Although the large volume of court records preserved in the counties presents a challenge to a user, especially in the absence of subject indexes, this same bulk, when taken as a whole and used in conjunction with other documentation, offers a rather accurate compendium of local thought and action, of social injustice and attitudes, of economic growth and malaise, of political ingenuity and discontent, and of other evidence of the human condition.

The wealth of material is indeed impressive. For the student of the economy, court records may be keys to an historical interpretation of the banking industry, local business cycles, mining activities, and the rise of ranching and farming. The political historian may find sources for a study of the growth of local government, urbanization of the Southland, and progressive legislation. Local as well as statewide social trends in the treatment of the ill, poor, elderly, and outcast may be reflected in court cases. Records from the courts are obvious sources of legal history, the procedures and organization of the pioneer courts, and of changing functions of and societal attitudes toward the justice system. Researchers interested in ethnic studies and genealogy will also be rewarded by a patient and critical search through original court documents.

The individual types of court records common to California counties include case files, sometimes referred to as judgment rolls, execution books, judgment books and dockets, minutes, and registers of actions. Each has a particular research value.

Of greatest value are the case files and the minute books. Case files contain a number of different records, but taken together, they provide the core of social, political, and economic information available in court records. Minutes are useful not only for the evidence they provide about the cases, but also as sources for the study of court operations, legal procedures, and judicial organization. Other court documents are of value as supplementary material to the case files. Execution books, for example, offer corroboration to court verdicts. Judgment books are a source for the study of the relationship between crimes and punishments. Judgment dockets serve as indexes to the judgment books. Registers of actions are guides to other court records, especially if no indexes to the case files exist, and provide useful summaries of case proceedings.

A concrete examination of the historical value of court records is offered by W.N. Davis, Jr. in “Research Uses of County Court Records, 1850-1879, and Incidental Intimate Glimpses of California Life and Society,” *California Historical Quarterly*, v. LII, nos. 3-4, Fall/Winter 1973.

CLERK

District Court Records

28. CASE FILES (PAPERS IN CAUSE), 1850 - 1879

Original papers filed in civil cases of the district court, and often mixed with criminal cases as well. Includes complaints, summons, affidavits, memoranda of costs, pleadings, orders, verdicts, decrees, judgments, depositions, and executions. Criminal cases include same plus warrants, subpoenas, writs, and commitments. Contains date, case number, names of parties, nature of court actions, names of attorneys and judge, and disposition of case. Separate index.

Arranged numerically by case number.

29. INDEXES TO CASE FILES, 1850 – 1879

Indexes to case files of district court. Contains case number, names of plaintiff and defendant, date of filing, and judgment. In larger counties, separate indexes may exist for plaintiffs and defendants.

Arranged alphabetically by name of plaintiff and then chronologically by date of filing.

30. EXECUTION BOOKS, 1850 – 1879

Records of executions of judgments handed down by district court in all cases. Contains date of hearing, case number and title, certified text of judgment, acknowledgment of sheriff, receipt for payment of judgment, names of plaintiff and defendant, and description of execution. Separate execution dockets uncommon.

Arranged chronologically by date of hearing. Indexed alphabetically by name of plaintiff and defendant.

31. JUDGMENT BOOKS, 1850 – 1879

Recorded judgments, decrees, and orders issued by district court in all cases. Contains case number, names of plaintiff and defendant, date, nature of judgment, and signature of judge. For separate index, see judgment dockets.

Arranged chronologically by date of judgment. Often indexed alphabetically by name of plaintiff and defendant.

CLERK

32. JUDGMENT DOCKETS, 1850 – 1879

Record of judgments issued by district court in all cases and index to judgment books. Contains date of hearing, names of plaintiff and defendant, nature of judgment, case number, date of appeal and name of appellate court, date of satisfaction, and reference to volume and page numbers in judgment book.

Arranged alphabetically by name of plaintiff and defendant and then chronologically by date of hearing.

33. MINUTES (MINUTE BOOKS), 1850 – 1879

Minutes of proceedings in civil and criminal cases presented in district court. Contains dates of hearings, names of judge, plaintiff, defendant, and attorneys, number and nature of case, and description of actions.

Arranged chronologically by date of hearing. Indexed alphabetically by name of plaintiff and defendant.

34. REGISTERS OF ACTIONS, 1850 – 1879

A register of all actions taken and papers presented in civil cases of district court. May show information for some criminal cases in earliest volumes. Contains case number, names of plaintiff, defendant, and attorneys, date, nature, and number of each paper presented in case, description of each proceeding, and amount of fees due.

Arranged numerically by case number and indexed alphabetically by name of plaintiff.

County Court Records

35. CASE FILES (PAPERS IN CAUSE), 1850 - 1870

Original papers filed in civil cases of the county court, and often including criminal case files. Includes complaints, summons, affidavits, pleadings, orders, verdicts, decrees, judgments, depositions, and executions. Criminal cases include same plus warrants, writs, subpoenas, and commitments. Contains date, case number, names of parties, nature of actions, names of attorneys, and disposition of case. Separate index.

Arranged numerically by case number.

CLERK

36. INDEXES TO CASE FILES, 1850 – 1879

Indexes to case files of county court. Contains case number, names of plaintiff and defendant, date of filing and judgment. In larger counties, separate indexes may exist for plaintiffs and defendants.

Arranged alphabetically by name of plaintiff and then chronologically by date of filing.

37. EXECUTION BOOKS, 1850 – 1879

Records of executions of judgments handed down by county court in all cases. Contains date of hearing, case number, certified text of judgment, acknowledgement of sheriff, names of plaintiff and defendant, description of execution, and receipt for payment of judgment. Separate execution dockets uncommon.

Arranged chronologically by date of hearing. Indexed alphabetically by name of plaintiff and defendant.

38. JUDGMENT BOOKS, 1850 – 1879

Recorded judgments, decrees, and orders issued by county court in all cases. Contains case number, names of plaintiff and defendant, date and nature of judgment, and signature of judge. For separate index, see judgment dockets.

Arranged chronologically by date of judgment. Indexed alphabetically by name of plaintiff and defendant.

39. JUDGMENT DOCKETS, 1850 – 1879

Record of judgments issued by county court in all cases and index to judgment books. Contains date of hearing, names of plaintiff and defendant, date, nature, and amount of judgment, case number, date of appeal from justice court, date of satisfaction, and reference to volume and page numbers in judgment book.

Arranged alphabetically by name of plaintiff and defendant and then chronologically by date of hearing.

40. MINUTES (MINUTE BOOKS), 1850 – 1879

Minutes of proceedings in civil and criminal cases heard in county court. Contains date of hearing, names of judge, plaintiff, defendant, and attorneys, number and nature of case, and description of actions.

CLERK

Arranged chronologically by date of hearing. Indexed alphabetically by name of plaintiff and defendant.

41. REGISTERS OF ACTIONS, 1850 – 1879

A register of all actions taken and papers presented in cases of county court. Separate registers for civil and criminal cases may be present in larger counties. Contains case number, names of plaintiff, defendant, and attorneys, date, nature, and number of each paper presented in case, description of proceeding, and fees due.

Arranged numerically by case number and indexed alphabetically by name of plaintiff.

Court of Sessions Records

42. MINUTES (MINUTE BOOKS), 1850 – 1863

Minutes of the proceedings in criminal cases heard in the court of sessions. Contains number and nature of case, names of plaintiff (State of California or People), defendant, and attorneys, date of hearings, name of judge, and description of actions. Also includes minutes of the court acting as the county administrator prior to the genesis of the board of supervisors. Other early court records (registers of actions, judgment books and dockets, execution books, and case files) seem to have been lost or destroyed in most counties. No index.

Arranged chronologically by date of hearing.

Research Note: Source of legal, social, and administrative history. Useful for study of early court procedures and organization, and only source of administrative records for county before the functioning of the board of supervisors.

Probate Court Records

43. CASE FILES, 1851 – 1879

Original papers in probate court cases. Includes inventories, petitions, orders, letters, affidavits, wills, settlements, bonds of administration, and decrees of distribution. Contains date and nature of hearing, case number, names of testator, attorneys, heirs, guardians, minors, incompetents, and nature of paper. Other probate records (registers of actions, minutes, wills, letters, and bonds) date from early 1850s, but usually were continued in same volumes after creation of superior court in 1880. They can be found with the section Superior Court, Probate Records. Separate index in general indexes, probate.

CLERK

Arranged numerically by case number.

Research Note: Excellent source for information on genealogy, biographies and socioeconomic studies.

Superior Court, General Records

44. ADOPTION CASE FILES, 1930s –

Original papers in adoption cases heard in superior court. Includes petition for adoption, consent of parents, notification of pendency, probation officer's report, agreement, judgment of adoption, notification of adoption, and court report. Contains names of child, natural parents and adoptive parents, date of adoption, date of hearing, and case number. Closed and confidential records. No index.

Arranged numerically by case number.

Research Note: Source for study of adoption procedures and patterns. Adoption files are likely to remain closed indefinitely.

45. EXECUTION BOOKS, 1880 –

Record of executions of judgments rendered in superior court. Contains date of hearing, title and case number, certified text of order, acknowledgement of sheriff, receipt for payment of judgment, names of parties, and description of execution. Execution dockets uncommon.

Arranged chronologically by date of hearing. Indexed alphabetically by names of plaintiff and defendant.

46. JUDGMENT BOOKS, 1880 –

Recorded judgments, decrees, and orders for all cases heard in superior court. Contains case and department numbers, names of plaintiff and defendant, date and nature of judgment, final disposition of case, and signature of judge.

Arranged chronologically by date of judgment. Indexed alphabetically by name of plaintiff and defendant.

CLERK

47. JUDGMENT DOCKETS, 1880 –

Record of judgments issued in cases heard in superior court and index to judgment book. Contains date of hearing, names of parties, nature of judgment, date of appeal, name of appellate court, date of satisfaction, and reference to volume and page numbers in judgment book.

Arranged alphabetically by name of plaintiff and defendant and then chronologically by date of hearing.

48. ORDERS OF COMMITMENT (INSANITY COMMITMENTS, COMMITMENTS OF INSANE PERSONS), 1880 –

Original papers in cases brought before superior court dealing with insane persons. Includes affidavit of insanity, warrant, orders, judgment of insanity, orders of commitment, statement of financial ability, and certificate of medical examination.

Contains date and case number, name of alleged insane person, nature of charge, date and place of hearing, personal and family statistics, place of commitment, amount of property and income of family or guardian, amount of payment ordered by court to support patient, and signatures of judge and medical examiners. No index. Closed and confidential records.

Arranged numerically by case number.

Research Note: Source for study of the treatment of psychopathic patients and the history of mental illness, especially for the 19th century.

Superior Court, Civil Records

49. CIVIL CASE FILES, 1880 –

Original papers filed in civil cases of superior court. Includes complaints, summons, affidavits, memoranda of costs, pleadings, orders, decrees, judgments, executions, and jury verdicts. Contains date, case number, names of parties, nature of court action, and names of attorneys and judge. Separate indexes may appear as a general index, plaintiff and general index, defendant for civil case files only, or as a general index to all civil case records. See entry #52.

Arranged numerically by case number.

CLERK

50. MINUTES, CIVIL (MINUTE BOOKS), 1880 –

Minutes of proceedings in all civil cases heard in superior court. Contains case number, names of plaintiff and defendant, date of hearing and description of proceedings. May be indexed in general indexes, civil or separately in each volume.

Arranged chronologically by date of hearing. Indexed alphabetically by names of plaintiff and defendant.

51. REGISTERS OF ACTIONS, CIVIL 1880 –

Registers of papers and proceedings for all civil cases heard in superior court. Contains case number, names of plaintiff, defendant, and attorneys, date of filing, nature of instrument, court dates, and costs. May be indexed in general indexes, civil or separately in each volume.

Arranged numerically by case number. Indexed alphabetically by name of plaintiff.

52. GENERAL INDEXES, CIVIL, 1880 –

A general index to civil case records, including case files, minutes, and registers of actions. Contains case number, names of parties, date of filing, judgment, and reference to appropriate record.

Arranged alphabetically by names of plaintiff and defendant and then chronologically by date of filing.

Superior Court, Criminal Records

53. CRIMINAL CASE FILES, 1880 –

Original papers filed in criminal cases heard in superior court. Includes indictments, complaints, writs, subpoenas, warrants, judgments, executions, transcripts, depositions, instructions, jury verdicts, and commitments. Contains case number and title, name of defendant and plaintiff, dates of trial and filing, nature of instrument and charge, nature of judgment, and final disposition of case. Separate indexes may appear as a general index, plaintiff, and general index, defendant for criminal case files only, or as a general index to all criminal case records. See entry #56.

Arranged numerically by case number.

CLERK

54. MINUTES, CRIMINAL (MINUTE BOOKS), 1880 –

Minutes of proceedings of all criminal cases heard in superior court. Contains case number, date of hearing, names of defendant and judge, and description of proceedings. Indexed by name of defendant in general indexes, criminal or separately in each volume.

Arranged chronologically by date of hearing. Indexed alphabetically by name of defendant.

55. REGISTERS OF ACTIONS, CRIMINAL, 1880 –

Registers of all papers and proceedings for criminal cases heard in superior court. Contains case number, names of defendant, plaintiff, and attorneys, date and nature of hearing, nature of paper, disposition of case, and court costs. Indexed by name of defendant in general indexes, criminal or separately in each volume.

Arranged numerically by case number. Indexed alphabetically by name of defendant.

56. GENERAL INDEXES, CRIMINAL, 1880 –

A general index to criminal case records, including case files, minutes, and registers of actions. Contains case number, names of parties, date of filing, judgment, and reference to appropriate record.

Arranged alphabetically by name of defendant and then chronologically by date of filing.

Superior Court, Juvenile Records

57. JUVENILE CASE FILES, 1880 –

Original papers in juvenile cases heard in superior court. Includes report and recommendations of probation officer, petitions, citations, subpoenas, court awards, judgments, commitments, and related reports. Contains date and number of case, nature of proceedings, name, age, and address of juvenile, and names and address of parents or guardians. Indexed in juvenile indexes (see entry # 60). Closed and confidential records.

Arranged numerically by case number.

Research Note: Source for study of patterns of juvenile behavior and treatment of youthful offenders.

CLERK

58. MINUTES, JUVENILE (MINUTE BOOKS), 1880 –

Minutes of proceedings in juvenile cases heard in superior court. Contains case number, date of hearing, names of juvenile, judge, reporter, and petitioner, description of proceedings, and nature of actions taken. Indexed in juvenile indexes. Closed and confidential records.

Arranged chronologically by date of hearing.

59. REGISTERS OF ACTIONS, JUVENILE, 1880 –

A register of all proceedings and papers in juvenile cases heard in superior court. Contains date and number of case, nature of action, date and title of each paper and proceeding disposition of case, and name of juvenile. Indexed in juvenile indexes. Closed and confidential record.

Arranged numerically by case number and then chronologically by date of action.

60. JUVENILE INDEXES, 1880 -

Indexes to names of juveniles in case files, minutes, and registers of actions. Contains case number, name of juvenile, disposition of action, date of filing, and reference to volume and page numbers in records. Closed and confidential records.

Superior Court, Probate Records

61. PROBATE CASE FILES, 1880 -

Original papers in probate department of superior court. Includes letters of administration, bonds, orders, inventory and appraisements, decrees of distribution, petitions, affidavits, and settlements. Contains date and nature of paper, name and number of case, names of testator, heirs, guardians, minors, incompetents, and attorneys. Separate index in general indexes, probate. See entry #65.

Arranged numerically by case number.

62. MINUTES, PROBATE (MINUTE BOOKS), 1851 -

Minutes of all proceedings in probate cases heard in probate court, 1851-1879, and superior court, probate, 1880 - . Contains name of estate, case number, date of hearing, names of testator, attorneys, judge, witnesses, and legatees, nature of proceedings, and date of settlement. For index to names of estates, see general indexes, probate.

CLERK

Arranged chronologically by date of hearing.

63. REGISTERS OF ACTIONS, PROBATE, 1851 -

A register of papers and proceedings in all cases presented to probate court, 1851-1879, and superior court, probate, 1880 - . Contains name of estate, case number, names of testator and legatees, date and title of each paper and proceeding, dates of filing and final settlement. For index to names of estates, see general indexes, probate.

Arranged numerically by case number and then chronologically by date of action.

64. WILLS (RECORDS OF WILLS), 1851 -

Copies of wills entered in probate court, 1851-1879, and superior court, 1880 - . Contains dates of will and recording, names of testator, heirs, and witnesses, description of bequests, and signature of testator. Copies are also filed with the recorder. Indexed in general indexes, probate.

Arranged chronologically by date of recording and indexed alphabetically by name of testator.

Research Note: Source for study of settlement of estates. Provides genealogical information about subject and relatives.

65. GENERAL INDEXES, PROBATE (PROBATE INDEXES), 1851 -

Indexes to names of estates in case files, registers of actions, minutes, and wills. Contains case number, name of estate, name of administrator, executor, or guardian, nature of proceedings, date of filing, and reference to volume and page numbers in records.

Arranged alphabetically by name of estate and then chronologically by date of action.

Superior Court, Naturalization Records

66. CERTIFICATES OF NATURALIZATION, 1850 - 1950

Stubs of naturalization certificates granted by district, county, or superior court and filed with clerk. Contains certificate number and name of court, date of issue, declaration of intention and petition for naturalization numbers, name, age, and residence of wife and children, name, age, and residence of holder, and date of order granting citizenship. Original certificates were given to those going through naturalization process and

represented the final or "second papers" required. The federal government, through the Bureau of Immigration and Naturalization, assumed sole responsibility for keeping naturalization records in 1950. May be separately indexed in entry #70.

Arranged numerically by certificate number.

Research Note: Source of genealogical information, especially in absence of original certificate, declaration of intention, or petition for naturalization.

67. DECLARATIONS OF INTENTION, 1850 - 1950

Original sworn declaration of intention to become a U. S. citizen. Contains declaration number, name of court, name, nativity, oath, address, and signature of declarant, date of filing, method of entry into U. S., country of emigration, last foreign residence, name of vessel and port of arrival, marital status, renunciation of allegiance to foreign power, and statement of intention to become citizen. Additional information is recorded on more recent forms, especially about declarants' wife, children, and personal characteristics. Declarations were completed by aliens and filed with clerk under the jurisdiction of the appropriate court (district, county, superior). After payment of fees, the alien received "first papers", the initial process in obtaining citizenship. Separate index.

Arranged numerically by declaration number.

Research Note: Along with petitions for naturalization, declarations are the most important naturalization records. They provide a wealth of genealogical information as well as insights into naturalization procedures and patterns of emigration.

68. INDEXES TO DECLARATIONS OF INTENTION, 1850 - 1950

Indexes to original declarations of intention to become U. S. citizens. Contains name of applicant and date of declaration.

Arranged alphabetically by name of applicant.

69. PETITIONS FOR NATURALIZATION (PETITIONS AND RECORDS), 1850 - 1950

Original petitions for naturalization filed in district, county, or superior court and maintained by clerk. Contains date and number of petition, name, address, age, birthplace, marital status, race of applicant, names of spouse and children, dates and places of birth and residences of children, last foreign residence, place of emigration, oath of allegiance to U. S., renunciation of allegiance to foreign power, affidavits, names and

addresses of two witnesses, and signature of applicant and clerk. May include copy of declaration of intention. Separate index.

Arranged numerically by petition number.

Research Note: Useful source of genealogical information. Provides data for study of emigration patterns and procedures.

70. INDEXES TO NATURALIZED CITIZENS, 1850 - 1950

Indexes to petitions for naturalization and, in some cases, to certificates of naturalization (stubs). Contains name and nationality of applicant, name of court, date of order granting citizenship, and reference to volume and page numbers in petition records.

Arranged alphabetically by name of applicant.

Other Records

71. AFFIDAVITS OF REGISTRATION, 1895 -

Original affidavits of registered voters in county. Information changes over time, but, in general, contains precinct number, name, address, occupation, nativity, height, and party affiliation of registrant, naturalization information, and voting record information. Filing of affidavits by eligible voters began in 1895. From the data in the affidavits, printed copies of the great registers were compiled. Later, the affidavits supplanted the great registers entirely. A separate index was required beginning in 1899. Confidential.

Arranged chronologically by year of registration and then alphabetically by name of precinct and name of registrant.

Research Note: Source of genealogical data and only current source, together with indexes, of voter registration.

72. INDEXES OF REGISTRATION, 1899 -

Indexes of affidavits of registration. Contains name, address, precinct number, affidavit number, and party affiliation of registrant. Confidential.

Arranged chronologically and then numerically by precinct number and alphabetically by name of registrant. For recent years, arrangement within each bound index may be alphabetical by street name and address.

CLERK

73. ARTICLES OF INCORPORATION (INCORPORATION FILES), 1850 –

Original articles of incorporation for firms conducting business in county. Includes certificates of amendment, decrees of dissolution, affidavits of publication of notices, certificates of reviver, changes in amount of capital stock, and change in board of directors. Articles contain name of corporation, nature and place of business, names of officers and stockholders, number and value of shares of stock, date of filing, and term of existence. Articles date from 1850 and since 1872 must be filed with both the clerk and the Secretary of State. Separate index.

Arranged numerically by certificate number.

Research Note: Source for business history and study of corporate financial conditions.

74. INDEXES TO ARTICLES OF INCORPORATION, 1850 -

Indexes to original articles of incorporation. Contains name of corporation, file number, and date of filing.

75. CANDIDATES' STATEMENTS OF EXPENSE (CAMPAIGN STATEMENTS), 1893 -

Original itemized statements of campaign contributions and expenditures of candidates for county office filed with clerk and Secretary of State. Contains name of candidate, title of office sought, date and type of election, names of contributions, description of expenditures, names of payees, total receipts and disbursements, and date filed. No index.

Arranged chronologically by date filed and then alphabetically by name of candidate.

Research Note: Source for study of financial contributions to candidates, growth of lobbying activity, and election procedures in California.

76. CONFLICT OF INTEREST STATEMENTS (STATEMENTS OF ECONOMIC INTEREST), 1974 -

Recent records required by state law through a program administered by the California Fair Political Practices Commission under the County Conflict of Interest Code. Statements are filed with clerk and Secretary of State and include statements of economic interest, initial reports, annual statements, and statements on leaving office. Basic statement contains name, address, status (incumbent, candidate, appointee, leaving office)

of declarant, period covered, date filed, list of investments with name of company, address, type of business, and amount of investment, list of real property investments with location and value of property, list of income, loans, and gifts with name and business type of income source or contributor, and list of employment with name and type of business, address of company, and position held. No index.

Arranged chronologically by date filed and then alphabetically by name of declarant.

Research Note: Source for study of political participation by organizations and useful guide to financial conditions of declarants.

77. CORONER'S INQUESTS, 1850 –

Files of coroner's inquests, including proceedings of inquests, testimony of witnesses, verdicts of juries, warrants issued in criminal cases, summons for jurors, and subpoenas. Contains date and number of inquest, name of deceased, names of witnesses and jurors, date and place of hearing, names of officials presiding, cause of death, affidavit of reporter as to accuracy of papers, signature of coroner, and date filed. Inquests are filed with the clerk with the coroner retaining a copy. Separate indexes. Confidential.

Arranged numerically by inquest number.

Research Note: Useful source for investigation of patterns in causes of death. Provides some genealogical information.

78. INDEXES TO CORONER'S INQUESTS, 1850 –

Indexes to coroner's inquests. Contains date and number of inquest, name of deceased, and date filed with clerk. Confidential.

Arranged alphabetically by name of deceased.

79. GRAND JURY REPORTS, 1850 –

Final reports of the grand jury filed with the clerk. Includes information on county affairs, judicial matters, indictments, fiscal activities, and related data. Contains date, nature of report, description of action or recommendation, and amount of expenses. Copies filed with board of supervisors. Since 2000, civil reports have also been filed with the Secretary of State-State Archives. No index. Criminal reports are closed and confidential.

Arranged chronologically by year of report.

CLERK

Research Note: Source for study of political and legal organization of county, of types of cases brought before the grand jury, and of cases of malfeasance involving county officials.

80. GREAT REGISTERS, 1866 -1920s

Official registers of all voters qualified to vote in county. Contains registration number, name, age, address, sex, nativity, occupation, political affiliation of registrant, date of registration, naturalization information, and precinct name and/or number. Compiled every two years from precinct lists. Registers originated in 1866, replacing "poll lists", and were in turn supplanted by affidavits of registration. Usually no index.

Arranged chronologically by year of registration and then alphabetically by name of registrant. In some cases, secondary arrangement is alphabetical by precinct name and name of registrant.

Research Note: Useful source of basic genealogical information.

81. MILITARY ROLLS, 1850 – 1921

Lists of male residents within county subject to military service. Contains name and address of man, and township of residence. Rolls, compiled by the assessor and filed with the clerk, were used to assess taxes for men not part of a volunteer military company or exempt from service. No index.

Arranged chronologically by year of roll, then by township and alphabetically by name of man.

Research Note: Source of social history providing evidence of local concern with military service and ability of county government to raise revenue through use of discriminatory taxes. Provides some genealogical data.

82. NOMINATION PAPERS, 1891 –

Includes nomination petitions, sponsor's certificates, appointment of verification deputies, and declarations of candidacy filed with clerk to document eligibility and desire of candidates to run for county office. Documents contain date of filing, name, address, and occupation of candidate, title of office sought, names of sponsors and verification deputies, names of petitioners, and certification of clerk. No index.

Arranged chronologically by date of filing and then alphabetically by name of candidate.

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Research Note: Source for study of political development in county.

83. PRECINCT MAPS

Large-scale maps of precincts showing precinct number, boundaries, and street names. Separate maps are made for larger cities in county. New maps are made for each election. Maps are held for a short period by the clerk and then filed with the Secretary of State.

Arranged numerically by precinct number.

Research Note: Useful in studying voting patterns by area within county and in tracing changes in precinct boundaries.

84. REGISTERS OF DENTISTS, 1885 –

Registers of professional certificates issued by the State Board of Dental Examiners to dentists practicing in county. Contains name, age, address of dentist, number of certificate, address of office, name of school issuing diploma, and date of registration. No index.

Arranged alphabetically by name of dentist.

Research Note: Source for study of the development of county health resources.

85. REGISTERS OF FICTITIOUS NAMES, 1874 –

Registers of persons and partnerships authorized to conduct business under a fictitious name. Contains filing number, fictitious name, name of owner, date of filing of certificate of fictitious name, and affidavit of publication of certificate. No index.

Arranged alphabetically by fictitious name.

Research Note: Source for business history.

86. REGISTERS OF MEDICAL CERTIFICATES, 1876 –

Registers of professional certificates issued by the State Board of Medical Examiners to all persons practicing a medical occupation in county except those recorded separately. Contains name of practitioner, type of profession (usually physician), name and address of school, date of diploma, names of examiners, number of certificate, and date filed. No index.

Arranged chronologically by date of registration of certificate and then alphabetically by

CLERK

name of practitioner.

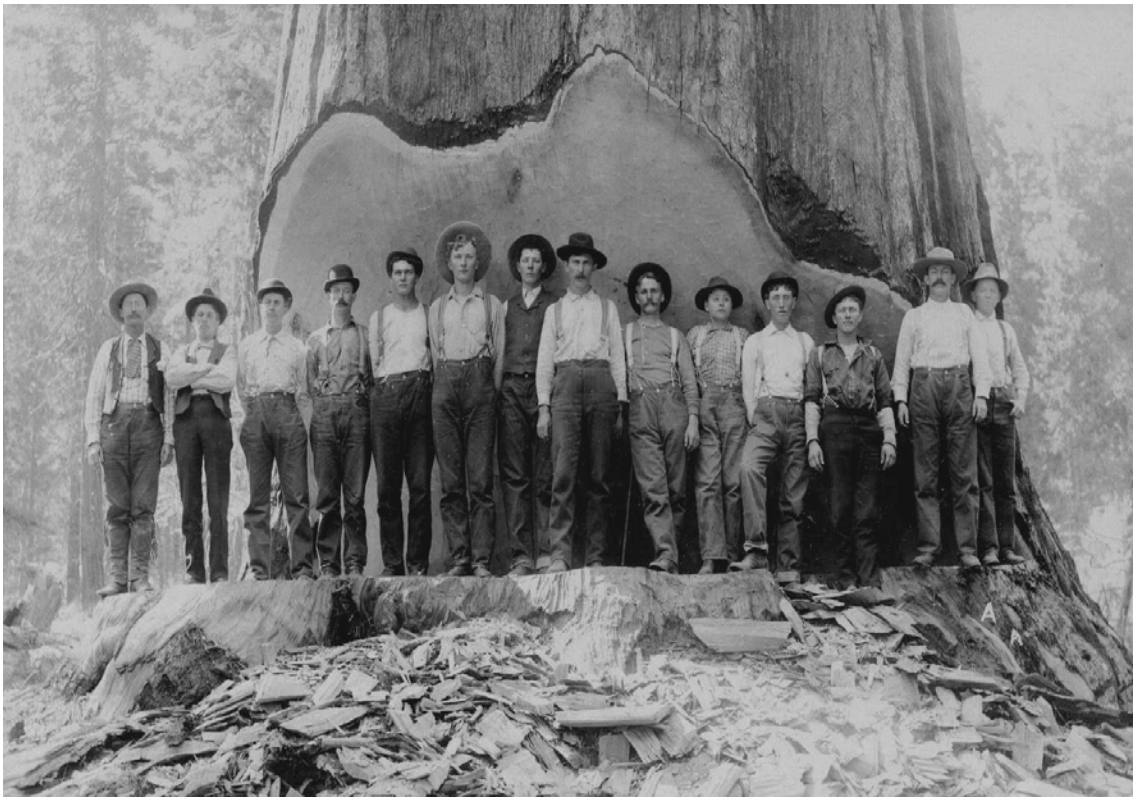
Research Note: Source for study of the development of county health resources.

87. REGISTERS OF PARTNERSHIP, (REGISTERS OF CO-PARTNERSHIP), 1874 –

Registers of businesses in county conducted by partnership. Contains name of business, names of partners, kind and place of business, and date of filing of certificate of partnership. No index.

Arranged alphabetically by name of business.

Research Note: Useful source for business history, especially for early years.



Logging in the Sierra, ca. 1890s

CORONER

The coroner is the officer charged with the responsibility for determining the cause of death of persons for whom a physician is unable to provide a death certificate. In addition to the investigatory nature of the office, the coroner conducts autopsies, performs embalming, provides for the internment of the indigent dead without heirs, and keeps records of these activities. At the coroner's discretion, a jury may be called to hold an inquest into deaths caused by a criminal act or suicide. The coroner has the authority to subpoena witnesses, disqualify jurors, to hold witnesses, and to issue warrants. Because of the technical aspects of the office, the coroner usually has medical experience, especially in pathology. In smaller counties, the office is often combined with the office of public administrator or the sheriff's department.

88. CORONER'S REGISTERS, 1883 –

A register of all inquests conducted by the coroner. Contains name of deceased, date and cause of death, date of inquest, names of witnesses and jurors, case number, description and identification marks, disposition of personal property, and verdict of jury. In addition, since 1914, the register contains sex, race, residence, age, marital status, and occupation of deceased, place of burial, name of undertaker, and history of case. Original inquests are filed with the clerk. Also see entry nos. 77-78. Separate indexes common.

Arranged chronologically by date of inquest or, since 1914, numerically by case number. Indexed alphabetically by name of deceased.

Research Note: Source of genealogical and social information; useful guide to inquests.

89. INDEXES CORONER'S REGISTERS, 1883 –

An index to coroner's registers. Contains name of deceased, case number, and reference to volume and page numbers in records.

Arranged alphabetically by name of deceased.

COUNTY ADMINISTRATOR (EXECUTIVE, MANAGER)

Appointed by the board of supervisors in all counties where the office exists, the county administrator is the chief executive officer of county government. An office of recent origin, the administrator is usually a professional trained in public management. As a full-time official, the administrator works closely with the board of supervisors in the direct supervision and coordination of county offices and commissions, in the appointment of officials, in the enforcement of ordinances, and in the preparation of the county budget. The growth of the office has been of great assistance to the board in the planning and day-to-day administration of government.

90. ADMINISTRATIVE FILES, 1950s –

Basic files of the county administrator touching all aspects of county government. Materials include agreements, charts, maps, contracts, correspondence, directives, drawings, printed materials, legal documents, memoranda, minutes, clippings, photos, plans, plats, reports and studies, speeches and writings. Subjects include agriculture, air pollution, airports, budgets, CETA programs, criminal justice, sanitation, environmental quality, finance, safety, fire and police protection, flood control, health services, personnel, and roads and highways. Access to the files is restricted as some subjects are sensitive in nature. No index.

Arranged alphabetically by subject.

Research Note: The files of the county administrator are useful sources for studies of many aspects of county government. They provide an inside perspective on the development, organization, and maintenance of county programs and services.

COUNTY COUNSEL

A relatively recent office and one now common to a majority of California counties, the county counsel acts as the legal representative of the county in civil matters and in the defense of the county or county officials in litigation. In addition, the county counsel prepares legal opinions and represents the county before the State Legislature. The position is filled through appointment by the board of supervisors. The genesis of the office sprang from a desire to decrease the wide responsibilities of the district attorney.

91. ADMINISTRATIVE FILES (CASE FILES), 1950s –

Administrative files of county counsel concerned with legal issues affecting county government and county officials. Includes correspondence, minutes, reports, ordinances, and court records, i.e., depositions, attorney's statements, and associated materials. Closed and confidential records. Separate indexes uncommon.

Arranged alphabetically by subject.

Research Note: Case files of the county counsel include information not found elsewhere, especially about legal concerns and litigation involving county government.

DISTRICT ATTORNEY

The district attorney is the public prosecutor and, depending on the case, is considered an agent of the state or county government. Specific duties include the prosecution of all felonies in the county, the prosecution of all misdemeanors in the unincorporated areas of the county, defense of suits brought against the state in the county or against the county wherever brought, providing legal advice to county, district, and township officers, the review of certain claims, and the preparation of legal opinions. An elected official, the district attorney is required to be qualified to practice law in the state. In smaller counties, the functions of the public administrator may be handled by the district attorney.

92. CIVIL CASE FILES, 1850 –

Papers on file in civil cases heard in district, county, and superior court. Includes complaints, summonses, demurrers, answers, briefs, and correspondence. Contains case number, names of plaintiff and defendant, date recorded, and nature of action. Separate indexes. Closed and confidential.

Arranged numerically by case number and then chronologically by date recorded.

Research Note: A source for the study of legal and social history. Much of the material in the case files is duplicated by the respective court case files.

93. CRIMINAL CASE FILES, 1850 –

Papers on file in criminal cases heard in district, county, and superior court. Includes charge and information, subpoenas, correspondence, investigatory reports, criminal records of defendants, FBI and state police reports, photographs, fingerprint cards, statements, and related materials. Contains case number, name of defendant, nature of charge, nature of action, and date filed. Separate indexes. Closed and confidential.

Arranged numerically by case number and then chronologically by date filed.

Research Note: A source for the study of legal and social history. Much of the material in the case files is duplicated by the respective court case files or records from the sheriff's office.

94. GENERAL INDEXES TO CASE FILES, 1850 –

A general index to case files, civil and criminal, in district attorney's office. Contains names of plaintiff and defendant, case number, nature of action, and filing date. Separate indexes, one to civil cases, the other to criminal cases, may be found in larger counties. Closed and confidential.

DISTRICT ATTORNEY

Arranged alphabetically by names of plaintiff and defendant.

95. OPINIONS OF THE DISTRICT ATTORNEY, 1850 –

Copies of opinions provided by the district attorney to county officials. Contains names of official and district attorney, filing date, subject, and text of opinion. No index. Closed and confidential.

Arranged chronologically by filing date.

Research Note: Useful source for a study of legal positions as a basis for county policy and for analysis of types of issues brought to district attorney's office for evaluation.

Canning peaches, San Joaquin Valley, ca. 1920s

PLANNING DEPARTMENT

Public planning departments in California are administrative creations and are the result of a need to harmonize the requirements of modern society with the demands of private citizens. The planning department, under a director and working through an appointed planning commission, has the responsibility to develop a master plan that indicates the future directions of the county in specified areas such as agriculture, land use, industry and commerce, housing, transportation, recreation, environmental protection, health, and others. In the process of preparing a master or general plan, the department produces maps, statistics, and reports as required.

96. BASE MAPS, 1960s –

Maps prepared by planning department staff to indicate basic boundaries for zoning purposes. Contains date of map, zoning boundaries and designations.

Arranged by a numeric-alpha system that corresponds to a specific geographical area.

Research Note: A useful supplement to other zoning records. Graphic illustration of zoning changes over time.

97. ENVIRONMENTAL IMPACT REPORTS, 1970 –

Copies of final environmental impact reports prepared by consultants and filed with planning department. Contains project name and description, project impact and mitigation measures, location and historical background of affected area, physical, biological, and human environmental information, soil, geology, water quality, air quality, noise, vegetation, wildlife, traffic, health, communications, and historical and archaeological resources, impact review, recommended alternatives, comments on draft EIR, responses to comments, and accompanying maps. No index. Confidential information included.

Arranged alphabetically by project name.

Research Note: Source for study of affected areas, and for county development and its impact on the environment.

98. GENERAL PLANS (MASTER PLANS), 1960s –

Final plans approved by the board of supervisors that describe all nine elements of county planning mandated by state law. Contains section on land use, transportation, traffic, housing, noise, conservation and open space, seismic safety, recreation, and construction. In reality, few county plans cover all areas with land use, transportation, housing, and

conservation receiving the most attention. One plan may serve county's needs for many years. No index.

Arranged chronologically by year of plan.

Research Note: Useful source for study of basic planning policies. Each section studies an element in detail and outlines future county policy. This provides a user with a summary of long-range projections, major concerns of residents, and county government's response.

99. LAND USE MAPS, 1960s --

Maps prepared by planning department staff to indicate use of land according to zoning regulations. Contains date of adoption, index to land use (color-coded), boundaries of land use areas (residential, non-residential, commercial, industrial, public), open space designations (agricultural, agricultural resource), and transportation information. Land use maps are also contained in county general plans. No index.

Arranged by a numeric-alpha system that corresponds to a specific geographical area.

Research Note: Supplement to other zoning records. Source for study of land use patterns over time.

100. MINUTES OF THE PLANNING COMMISSION, 1927 -

Minutes of the proceedings of the planning commission. Contains date of meeting, names of commissioners present, motions made and passed, record of votes, description of business, and action taken. No index.

Arranged chronologically by date of meeting.

Research Note: Source for the study of basic policy formation for numerous county programs, in particular, land use elements.

101. REZONING APPLICATIONS, 1960s -

Applications filed with planning department to change zoning requirements for property. Contains file number, date of filing, date of planning commission meeting, name of zoning district, change requested, applicant's name, address, owner's name and address, assessor's parcel number, legal description of property, and reason for request. Also includes ordinances and minutes of planning commission meetings for some applications. No index.

PLANNING DEPARTMENT

Arranged alphabetically by name of applicant.

Research Note: Useful source for study of land use policies and patterns of rezoning requests.

102. USE PERMITS, 1960s -

Permits required to use property in accordance with zoning regulations. Includes correspondence with applicant, maps, sections of environmental impact reports, negative declarations, applications, photos, ordinances, environmental assessment forms, and minutes of the planning commission. Permit contains date filed, names and addresses of applicant and owner, name of zoning district, zoning designation, description of property, and assessor's parcel number. No index.

Arranged alphabetically by name of applicant.

Research Note: Source for study of land use policies and urbanization. Includes information on land development by local businesses.

San Fernando Valley, ca. 1950s

PUBLIC WORKS DEPARTMENT

The public works department, under the management of a director, is responsible for providing services formerly carried out independently by the road commissioner, county engineer, and county surveyor. Although recent in origin, public works departments are now common in most counties of the state. The director, in conjunction with state authorities, oversees the construction, maintenance, and improvement of all county roads, highways, bridges, sewer and water systems, and other public works, prepares accurate maps, charts, plans, specifications, and reports necessary for the work of the department, and conducts surveys to determine proper boundaries for county lands and individual claims. Many of the department's records may also be found in the offices of assessor and recorder, and the board of supervisors.

103. RECORDS OF SURVEYS, 1850 -

Records of surveys conducted by the department of public works or, in earlier years, county surveyor. Contains date and number of survey, location and description of survey, survey map number, authority from board of supervisors, filing date, sketches of survey, and reference to volume and page numbers in recorder's map books. No index.

Arranged numerically by survey number.

Research Note: Useful supplement to survey maps and source for a study of the development of construction projects in county.

104. REPORTS AND STUDIES, 1850 -

Reports and studies created by various sections within public works department. Includes reports and studies on flood control, water supply and irrigation, water quality, roads, construction projects, buildings, bridges, and sewage systems. Depending on type of report, contains date of report, name of compilers, title of report, and text. No index.

Arranged alphabetically by subject.

Research Note: Source for study of particular projects. Includes statistical and engineering information about public facilities.

105. SURVEY MAPS, 1850 -

Maps of surveys conducted by public works department staff (county surveyor in earlier years). Includes maps of roads, bridges, subdivisions, parcels, buildings, and construction sites. Depending on type of map, contains date of survey, name of surveyor and physical description of subject. No index.

PUBLIC WORKS DEPARTMENT

No universal arrangement system is employed. Commonly, maps are grouped by type and given a numeric code.

Research Note: Useful source of cartographic information on department activities. Helpful in understanding reports and studies. Also provides information about property boundaries.

Japanese residents of Los Angeles County board a bus for a relocation center, 1942.

RECORDER

The recorder is the officer charged with keeping and preserving full and accurate records relating to real and personal property, vital statistics, and other legal and administrative documents as required. The law requires that the recorder's records be open to the public and that certified copies be provided upon request. The recorder not only files records and prepares indexes to them, but also endorses the documents when received and makes notation of any apparent erasures or changes.

The duties of the recorder have changed little since 1850. By the Torrens Land Registration Act of 1897, the recorder became county registrar of land titles, but this law was repealed in 1913. In 1905, with the creation of the State Bureau of Vital Statistics, the recorder became county registrar of vital statistics. Today, the office is commonly combined with the office of county clerk.

Along with the county clerk, the recorder is by far the most important custodian of historical records.

Property Records

106. ABSTRACTS OF MORTGAGES, 1850 - 1880, 1917 -

Recorded abstracts of real property covered by mortgages and trust deeds, prepared annually by the recorder for the assessor. Contains names of mortgagor or trustor and mortgagee or trustee, location and description of property, original and assessed value, amount of encumbrance, date of recording, lot and block numbers, and reference to volume and page numbers in records. Maintained by assessor from 1880-1917. No index.

Arranged alphabetically by name of mortgagor or trustor and then chronologically by date of recording.

Research Note: Source for study of early property values and land ownership.

107. ASSIGNMENTS OF MORTGAGES, 1850 - 1920

Recorded transfers of real property encumbrances from old to new holders. Contains date of assignment, names of assignor and assignee, location and description of property, and date of recording. Early years may be combined with mortgages. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date of recording.

Research Note: Source for study of land ownership and incidence of land transfers.

RECORDER

108. INDEXES TO ASSIGNMENTS OF MORTGAGES, 1850 - 1916

Indexes to recorded transfers of real property encumbrances. Contains recorder's number, names of assignor and assignee, date recorded, and reference to volume and page numbers in records. Early years may be combined with indexes to mortgages. Supplanted by general indexes in 1916.

Arranged alphabetically by name of assignor and Assignee.

109. DECLARATIONS OF HOMESTEAD (HOMESTEADS), 1850 - 1920

Recorded declarations, and usually abandonments, of homestead indicating intent to use property as a place of residence. For declarations, contains name of homesteader, statements on marital status, residence on property, and intent to use property as a homestead, description and estimated value of land, date recorded, and signature of homesteader. Abandonments include statement of voluntary release of homestead rights, date of homestead, and signature of homesteader. Recorded in official records after 1920. Separate indexes.

Research Note: Source of genealogical information and for study of land settlement patterns.

110. INDEXES TO DECLARATIONS OF HOMESTEAD, 1850 - 1916

Indexes to recorded declarations, and usually abandonments, of homestead. Contains name of homesteader, dates of declaration and recording, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.

Arranged alphabetically by name of homesteader.

111. DECREES OF DISTRIBUTION, 1850 - 1920

Recorded orders and decrees from probate (until 1880) or superior court for final settlement of estates entered in probate court. Contains names of deceased and executor, date and number of estate, statement of executor as to final accounting of estate, settlement of all claims, payment of inheritance taxes, description of distribution of estate to heirs, and date recorded. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date recorded.

Research Note: Court record useful in a study of probate procedures and settlement of estates. Contains some genealogical information.

RECORDER

112. INDEXES TO DECREES OF DISTRIBUTION, 1850 – 1916

Indexes to recorded decrees from court for final settlement of estate. Contains recorder's number, names of deceased and legatees, date of decree, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.

Arranged alphabetically by name of deceased.

113. DEEDS, 1850 – 1920

Recorded deeds to real property. Contains nature and terms of document, recorder's number, description and location of property, names of grantor and grantee, date recorded, and fee. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date of recording.

Research Note: Source for study of land development. Legal documentation of land ownership.

114. INDEXES TO DEEDS, 1850 - 1916

Indexes to transfer of title to real property. Contains recorder's number, names of grantor and grantee, date and nature of document, date recorded, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.

Arranged alphabetically by name of grantor and grantee.

115. LEASES, 1850 – 1920

Recorded leases of real property. Contains names of lessor and lessee, terms of lease, location and description of property, amount of rental, date of recording, and volume and page numbers in map books. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date of recording.

Research Note: Source for study of real property leasing. Legal documentation of land ownership.

116. INDEXES TO LEASES, 1850 - 1916

Indexes to recorded leases of real property. Contains date and number of document,

names of lessor and lessee, date of recording, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.

Arranged alphabetically by name of lessor and lessee.

117. MAP BOOKS, 1850 –

Recorded and official maps of county property. Includes maps of subdivisions, tracts, surveys, blocks, lots, and parcels. Contains map number, name of survey, date of filing, geographic features, names of street, block and lot numbers, name of person requesting recording, affidavit of auditor that no liens are held on property, approval of map by board of supervisors, title of map, and name of surveyor. Separate indexes.

Arranged chronologically by date recorded.

Research Note: Important source for tracing land development, property value, and ownership.

118. INDEXES TO MAP BOOKS, 1850 -

Indexes to recorded maps of county property. Contains title of map, date recorded, and reference to volume and page numbers in map books.

Arranged alphabetically by title of map. May be arranged chronologically by date of filing, then alphabetically by title of map.

119. MARKS AND BRANDS (BRANDS, BRAND RECORDS, BRAND BOOKS), 1850 - 1920

Recorded notices of use of livestock brands. Contains name and address of owner, description and drawing of brand and ear marks, date recorded, and signature of owner. An actual sample of the brand on leather is often found along with brand records. After 1920, marks and brands were recorded in the official records. No separate index.

Arranged alphabetically by name of owner.

Research Note: Guide to types of brand and ear marks. Source for study of livestock industry, especially in early years.

120. MINING CLAIMS, ca. 1860s-1920S

Claims to land for purposes of mining. Includes notice and date of claim, name of

claimant, and location, description and size of land claimed. In counties with major mining activity, claims may be divided by type of mining (quartz, placer). Later years are often found in the Official Records beginning in 1920. Separate index.

Arranged chronologically by date recorded.

Research Note: Useful for research into mining history and migration studies. Some counties also have retained district mining records, which were formed by groups of miners to police particular areas.

121. INDEXES TO MINING CLAIMS, 1850-1920

Indexes to mining records. Includes claimant's name, name of claim and corresponding volume and page number in mining claims.

Arranged alphabetically by claimant or sometimes by name of claim.

122. MISCELLANEOUS RECORDS, 1850- 1920

Recorded miscellaneous documents not required by law to be kept in separate volumes. Includes declarations of trust, military discharges, enlistment records, bills of sale, wine certificates, tax sales, official bonds, mining locations, candidates' statements, and separate property of married women. Contains names of grantor and grantee, nature of instrument, and date recorded. Recorded in official records after 1920. Separate index.

Arranged chronologically by date recorded.

Research Note: Source for study of property transactions, early business history, mining activities, agriculture, and history of women.

123. INDEXES TO MISCELLANEOUS RECORDS, 1850 - 1916

Indexes to miscellaneous records not required to be kept in separate volumes. Contains names of grantor and grantee, type of instrument, and date recorded. Supplanted by general indexes in 1916.

Arranged alphabetically by names of grantor and grantee and then chronologically by date recorded.

124. MORTGAGES, 1850 - 1920

Recorded mortgages of real property. Contains names of mortgagor and mortgagee, date,

amount, and terms of mortgage, date recorded, location and description of property, and signature of mortgagor. In early years, may be combined with releases of mortgages and assignments of mortgages. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date of recording.

Research Note: Source for study of ethnic history and mortgage rates and their affect on land development and ownership.

125. INDEXES TO MORTGAGES, 1850 - 1916

Indexes to mortgages of real property. Contains recorder's number, names of mortgagor and mortgagee, date recorded, and reference to volume and page number in records. In early years, may include index to releases of mortgages and assignments of mortgages. Supplanted by general indexes in 1916.

Arranged alphabetically by name of mortgagor and mortgagee.

126. NOTICES OF ACTIONS (LIS PENDENS), 1850 - 1920

Recorded notices of pending civil court actions involving property. Contains names of plaintiff and defendant as grantor and grantee, date of notice, purpose of action, location and description of property, date recorded, and signature of attorney for plaintiff. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date recorded.

Research Note: Legal record useful for tracing property ownership.

127. INDEXES TO NOTICES OF ACTION, 1850 - 1916

Indexes to recorded notices of actions concerning civil cases affecting property. Contains names of plaintiff and defendant, date recorded, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.

Arranged alphabetically by name of plaintiff and defendant.

128. NOTICES OF ATTACHMENT (ATTACHMENTS), 1850 - 1920

Recorded writs and notices of attachment of property affected by civil court cases. Contains date of notice, names of plaintiff and defendant, amount and reason of attachment, location and description of property, date recorded, and notice to sheriff to

hold property pending outcome of case. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date recorded.

Research Note: Source for study of land ownership.

129. INDEXES TO NOTICES OF ATTACHMENT, 1850 – 1916

Indexes to recorded notices of attachment of property involved in court proceedings. Contains names of plaintiff and defendant, amount of attachment, date recorded, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.

Arranged alphabetically by name of defendant.

130. OFFICIAL RECORDS, 1920 –

Recorded instruments previously kept in separate volumes, but combined since 1920. Includes miscellaneous records, powers of attorney, sole trader and separate property of married women, deeds, patents, mortgages, leases, pre-emption claims, homesteads, mechanics liens, brands, attachments, transcripts of judgments, wills, orders, notices, decrees, indentures, satisfactions of judgment, certificates of tax sales, trust deeds, contracts, releases, easements, notices of action, and stipulations. Contains name of grantor and grantee, type and text of instrument, and date recorded. Separate indexes. See entry nos. 129-130.

Arranged chronologically by date recorded.

Research Note: Valuable source of information on property transactions, probate matters, local business activities, agriculture, women, land development and ownership, settlement patterns, and urbanization. Also provides significant genealogical data.

131. GENERAL INDEXES, GRANTEES, 1916 –

Indexes to official records and to separate volumes of instruments that existed prior to the consolidation of the recorder's documents into the official records in 1920. Contains recorder's number and title of instrument, names of grantee and grantor, reference to volume and page numbers in official records, and date recorded. In smaller counties, combined general indexes, grantors-grantees, may be common.

RECORDER

Arranged alphabetically by name of grantee and then chronologically by date recorded.

132. GENERAL INDEXES, GRANTORS, 1916 –

Indexes to official records and to separate volumes of instruments that existed prior to the consolidation of the recorder's documents into the official records in 1920. Contains recorder's number and title of instrument, names of grantor and grantee, reference to volume and page numbers in official records, and date recorded. In smaller counties, combined general indexes, grantors-grantees, may be common.

Arranged alphabetically by name of grantor and then chronologically by date recorded.

133. PATENTS, 1850 – 1920

Recorded land patents, authorized by federal and state land offices, granting transfer of title to real property. Contains name of grantee, location and description of land, amount

of fees due, date recorded, proof of claim, and map of property. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date recorded.

Research Note: Source for study of land development through government grants.

134. INDEXES TO PATENTS, 1850 – 1916

Indexes to land patents granted by federal and state government. Contains names of land office and grantee, date recorded, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.

Arranged alphabetically by name of grantee.

135. PERSONAL PROPERTY MORTGAGES (CHATTEL MORTGAGES), 1850 – 1920

Recorded mortgages of personal property. Contains names of mortgagor and mortgagee, date of instrument, location and description of property, amount of mortgage, rate of interest, terms of agreement, date recorded, and signatures of parties and witnesses. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date recorded.

RECORDER

Research Note: Useful source for study of business history, patterns of usury, mortgage rates, and, especially in early years, possessions of residents.

136. INDEXES TO PERSONAL PROPERTY MORTAGES, 1850 – 1916

Indexes to recorded mortgages of personal property. Contains names of mortgagor and mortgagee, dates of mortgage and recording, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.

Arranged alphabetically by name of mortgagor and mortgagee.

137. PETITIONS FOR RECLAMATION OF SWAMP LANDS, 1860s-1930s

Transcripts of requests to form and organize reclamation districts from swamp lands. Petition includes description and location of land, method of reclamation, name of owner, transcript of notice of public hearing, notice of approval by board of supervisors, date of petition and district by-laws. Occasionally, an index is included within the volume.

Arranged chronologically by date recorded.

Research Note: Source for study of agricultural development.

138. PRE-EMPTION CLAIMS (POSSESSORY CLAIMS), 1850 – 1920

Recorded pre-emption claims of 160-acre tracts of land allowed to claimants under federal law. Contains name of claimant, location and description of land, statement of originality of claim, diagram of land, and date recorded. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date recorded.

Research Note: Source for study of land ownership and impact of federal laws on patterns of settlement, mobility, and county development.

139. INDEXES TO PRE-EMPTION CLAIMS, 1850 – 1916

Indexes to claims to real property allowed under federal law. Contains name of claimant, dates of receipt of claim and of recording, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.

Arranged alphabetically by name of claimant.

RECORDER

140. RECORDS OF SWAMP AND OVERFLOWED LANDS, 1855-1930s

Records of sales made to individual parties of swamp and overflowed lands made possible by act of September 1850. Includes name of applicant, date of petition, location of land and survey conducted by county surveyor. No separate index.

Arranged chronologically by date of petition.

Research Note: Useful for study of land development and urban growth.

141. RELEASES OF MORTGAGES, 1850 – 1920

Recorded releases of mortgages of real and personal property. Contains names of mortgagor and mortgagee, dates of mortgage, release, and recording, location and description of property, and reference to volume and page numbers in mortgages. Early years may be combined with mortgages. Recorded in official records after 1920. Separate indexes

Arranged chronologically by date of recording.

Research Note: Source for study of land ownership, especially in absence of mortgage itself.

142. INDEXES TO RELEASES OF MORTGAGES, 1850-1916

Indexes to releases of mortgages of real and personal property. Contains recorder's number, names of mortgagor and mortgagee, date recorded, and reference to volume and page numbers in records. Early years may be combined with indexes to mortgages. Supplanted by general indexes in 1916.

Arranged alphabetically by name of mortgagor and mortgagee.

143. SEPARATE PROPERTY OF MARRIED WOMEN, DECLARATIONS OF, 1850-1920

Recorded declarations by married women of separate ownership of property. Contains dates of declaration and recording, names of husband and wife, location and description of property, means of acquisition, and signatures of woman and witnesses. May be combined with sole trader records in early years. Recorded in official records after 1920. Separate index.

Arranged chronologically by date of recording.

RECORDER

Research Note: Useful source for study of women's history and land development and ownership. Illustrates an early example of women's rights.

144. INDEXES TO SEPARATE PROPERTY OF MARRIED WOMEN, 1850-1916

Indexes to declarations of married women of separate ownership of property. Contains name of woman, date of recording, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.

Arranged alphabetically by name of woman.

145. SOLE TRADERS, APPLICATIONS OF, 1850-1920

Recorded applications of married women to engage in business in their own names and for and by themselves. Contains name and address of applicant, dates of application and recording, type and location of business, amount of capital invested, and name of court granting application. May be combined with declarations of separate property of married women. Recorded in official records after 1920. Separate indexes uncommon. Indexed in general indexes after 1916.

Arranged chronologically by date of recording.

Research Note: Source for study of women's history and business history in general.

146. TRANSCRIPTS OF JUDGMENTS, 1850 – 1920

Recorded transcripts of civil judgments from district, county, or superior court in cases involving property. Contains date, nature, and amount of judgment, case number, name of court, names of plaintiff and defendant, location and description of property, name of judge, and date recorded. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date of recording.

Research Note: Legal record useful for tracing property ownership.

147. INDEXES TO TRANSCRIPTS OF JUDGMENTS, 1850 – 1916

Indexes to transcripts of civil judgments in cases involving property. Contains names of plaintiff and defendant, date and amount of judgment, date recorded, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.
Arranged alphabetically by name of plaintiff and defendant.

RECORDER

148. WILLS, 1850 – 1920

Recorded wills of deceased persons. Contains names of testator and beneficiaries, date and number of will, nature and amount of bequests, date admitted to probate court, name of executor, date recorded, and signature of testator. Copies maintained in clerk's office with probate records. Recorded in official records after 1920. Separate indexes.

Arranged chronologically by date recorded.

Research Note: Useful source of genealogical information and for study of settlement of estates.

149. INDEXES TO WILLS, 1850 – 1916

Indexes to recorded wills. Contains date and number of will, name of testator, date of admission to probate, and reference to volume and page numbers in records. Supplanted by general indexes in 1916.

Arranged alphabetically by name of testator.

Vital Statistics

150. BIRTH CERTIFICATES (REGISTERS OF BIRTHS, RECORDS OF BIRTHS), 1850 –

Copies of original birth certificates filed with the recorder. Contains name and sex of child, date and place of birth, names, ages, nativities, races, and occupations of parents, weight at birth, length of pregnancy, signature of physician, date recorded, and certificate number. Recording of vital statistics became a state function in 1905. Certificates continued to be filed with the county as well. Form changes over time. Separate indexes.

Arranged chronologically by date recorded, and then numerically by certificate number. Indexed alphabetically by name of child.

Research Note: Source of genealogical and social information.

151. INDEXES TO BIRTHS, 1850 –

Indexes to birth certificates (registers of births). Contains name of child, date and place of birth, certificate number, and reference to volume and page numbers in records.

Arranged alphabetically by name of child.

RECORDER

152. BURIAL PERMITS, 1889 –

Copied and original burial permits. Contains name of deceased, cause of death, name of medical examiner and undertaker, birthplace and occupation of deceased, date and place of burial, and date recorded. Since 1889, permits have been filed with the recorder and, since 1905, the recorder has had authority to issue permits. However, in counties with a health officer, permits have been issued under that jurisdiction since 1914. No indexes.

Arranged chronologically by date recorded.

Research Note: Useful source of genealogical and social data. Alternate source of information in absence of death certificate.

153. DEATH CERTIFICATES (REGISTERS OF DEATHS, RECORDS OF DEATHS), 1850 –

Copies of original death certificates filed with the recorder. Contains name, residence, sex, race, date of birth, age, occupation, marital status, and birthplace of deceased, names and birthplaces of parents, date and cause of death, date recorded, physician's or coroners signature, and certificate number. Recording of vital statistics became a state function in 1905. Certificates continued to be filed with the county as well. Separate indexes.

Arranged chronologically by date recorded and then numerically by certificate number. Indexed alphabetically by name of deceased.

Research Note: Source of genealogical and social information.

154. INDEXES TO DEATHS, 1850 –

Indexes to death certificates (registers of deaths). Contains certificate number, date and place of death, name of deceased, and reference to volume and page numbers in records.

Arranged alphabetically by name of deceased.

155. MARRIAGE LICENSES AND CERTIFICATES, (RECORDS OF MARRIAGES, REGISTERS OF MARRIAGES), 1850 –

Copies of original licenses and certificates filed with the recorder. Contains date and place of marriage, names, addresses and ages of parties, signature of officiator, date recorded, names of fathers and mothers, birthplace of mother, previous marital status and occupations of parties, and certificate or license number. Recording of vital statistics became a state function in 1905. Certificates continued to be kept by the recorder as well. Form changes

over time. Originally, a license was received from the clerk to authorize a marriage while a certificate was filed with the recorder to document the ceremony. Currently, the two functions are combined into a "Certificate of Registry of Marriage" which is issued by the clerk and filed with the recorder. Separate indexes.

Arranged chronologically by date recorded and then numerically by certificate number. Indexed alphabetically by name of parties.

Research Note: Source of genealogical and social information.

156. INDEXES TO MARRIAGES, 1850 –

Indexes to marriage licenses and certificates (registers of marriages). Contains names of parties, date and place of marriage, certificate number, and reference to volume and page numbers in records. Some counties may have separate indexes for men and women.

Arranged alphabetically by name of groom.

SHERIFF

One of the original county officers created by the State Constitution of 1849, the sheriff is the officer responsible for the administration of justice and the enforcement of law in the unincorporated areas of the county. As an officer of the court, the sheriff has particular duties in criminal and civil matters as regulated by statute. The sheriff provides suitable attaches to the superior court, serves required legal papers, coordinates the activities of county marshals and constables, issues warrants, cooperates with other law enforcement agencies, administers special programs for crime detection and apprehension, promotes training for staff, issues licenses for concealed weapons, and, in all but two counties, provides for prisoner custody through the operation of the county jail system.

At various times from 1851 to 1868, the sheriff served as tax collector. Today, the sheriff is usually a law enforcement professional. In smaller counties, the office may be combined with that of coroner.

157. APPLICATIONS TO CARRY CONCEALED WEAPONS, (CONCEALED WEAPON PERMITS), 1923 –

Applications for licenses to carry concealed weapons. Contains name of sheriff, county, and state, description of weapon, name of manufacturer, serial number, caliber, name, age, residence, and physical description of applicant, reason for carrying weapon, signature of applicant, and, if issued, date and place of issue, license number, and date of expiration. Closed and confidential records. No index.

Arranged alphabetically by name of applicant.

Research Note: Source of social history and for study of use of weapons.

158. CRIMINAL CASE FILES (CRIMINAL RECORDS), 1850 –

The criminal files of the sheriff's office. Includes warrants, reports, correspondence, news clippings, court transcripts, probation statements, booking sheets, and identification records such as photographs and fingerprint cards. Contains case or booking number, type of crime, name, address, and phone number of injured party, method and object used in assault, date and place of crime, name and address of person making report, name of investigating officer, name of person arrested, date of arrest, physical description of prisoner, details of crime, and description and value of property involved. Identification records are usually maintained separately. Closed and confidential records. Separate indexes.

Arranged chronologically by date recorded or numerically by case number.

Research Note: Useful source for legal and social history.

SHERIFF

159. INDEXES TO CRIMINAL CASE FILES, 1850 –

Indexes to criminal records in sheriff's office. Contains case number, name of parties, type of crime, name of arresting officer, and date recorded. Closed and confidential.

Arranged alphabetically by names of parties.

160. JAIL REGISTERS, 1850 –

A record of all prisoners received at and discharged from county jail. Contains date received and discharged, name, age, sex, residence, place of birth, and occupation of prisoner, offense charged, case number, sentence, name of judge, and reason for release. No separate index.

Arranged chronologically by date received and then numerically by case number. Indexed alphabetically by name of prisoner.

Research Note: Source of legal and social history. Contains some genealogical data.

161. MONTHLY REPORTS

Monthly reports prepared by the sheriff for the Federal Bureau of Investigation of offenses committed within the county. Contains date of report, name of city, town, or place of offense, month and year, type of offense, number of offenses of each type reported, including unfounded cases, false complaints, number of offenses cleared by arrest, and grand total of all offenses. Similar reports are delivered to state authorities and to the board of supervisors. No index.

Arranged chronologically by date of report.

Research Note: Useful source for study of criminal activity in county.

162. PHOTOGRAPHIC FILES (MUG FILES)

Files of prisoner's photographs. Contains name, date filed, and identification number of prisoner. Sometimes filed with case files. No index.

Arranged numerically by identification number or alphabetically by name of prisoner.

Research Note: Source of genealogical information, criminal history and clothing styles.

SHERIFF

163. REGISTERS OF ACTIONS, 1850 –

A register of records and proceedings for criminal cases involving the sheriff's office. Contains date and title of court action, case number, title of court, name of attorney, description of case, names of plaintiff and defendant, and amount of sheriff's fees.

Arranged numerically by case number and then chronologically by date of action.

Research Note: Supplement to case files and a source of legal and social history. Provides useful summary of court proceedings in a given case.

Farm labor camp, Fresno County, ca. 1960s

SUPERINTENDENT OF SCHOOLS

The superintendent of schools is an administrative agent of the state responsible for providing supervision and services to school districts within the county. An elected officer in all but three counties, the superintendent's duties, since the creation of the office in l855, have never been merged with another office. Prior to l855, the assessor acted as ex-officio superintendent of schools.

The superintendent, acting within statutes, has control over the formation of school districts, the appointment of teachers and trustees, inspection of schools, care of school property, coordination with the board of education, control of school funds, and preparation of required reports.

164. GRADUATION RECORDS, 1880s -

A record of all students graduating from schools in county. Contains names of school district, school, and student, and date of graduation. No index.

Arranged alphabetically by school district and school, and then alphabetically by name of student.

Research Note: Source of genealogical information.

165. MINUTES OF THE BOARD OF EDUCATION, 1880 -

Minutes of the proceedings of the county board of education. Contains date and time of meeting, names of members present, description of actions taken, motions made, and results of votes. No index.

Arranged chronologically by date of meeting.

Research Note: Important source for study of county education system.

166. RECORDS OF OFFICIAL ACTS, 1855 -

A record of all official acts of the superintendent of schools in the performance of duties. Includes appointment of teachers, plans for school construction, apportionment of funds to school districts, list of expenditures for supplies and services, and related acts. Contains date, nature of action, and name of superintendent. No index.

Arranged chronologically by date of entry.

Research Note: Source for study of school system and functions of superintendent.

167. REPORTS, ANNUAL (COMMON SCHOOL REPORTS), 1855 -

Annual report by superintendent to state superintendent of public instruction. Contains

date of report, name of school district, number and sex of students in each grade, number of full-time and part time teachers, amount of funds apportioned to each school district, record of expenditures, assessed value of real property within school district, and related information. No index.

Arranged chronologically by year.

Research Note: Supplement to other school records. Useful source for a study of the development of county schools and school conditions. Provides some genealogical information.

168. TEACHER'S CONTRACTS

Original contracts signed by teachers to teach in county school. Contains name of teacher, conditions of contract, name of school, subject, grade taught, term of employment, amount of salary, and signature of teacher. No index. Closed and confidential records.

Arranged alphabetically by name of teacher.

Research Note: Source for a study of teacher's wages and a history of teachers in general.

TAX COLLECTOR

The tax collector is the county officer charged with the function of collecting taxes. Originally, this duty was given to the treasurer and later to the sheriff, but since 1861 it has fallen to the tax collector. All county taxes are collected by the tax collector except inheritance taxes. This includes taxes on real and personal property, schools and special districts, and business licenses.

The office of tax collector has, in the past, been combined with the office of county treasurer and sheriff. Today, it is almost always combined with the treasurer's office.

169. TAX ROLLS, SECURED, 1861 --

A record of all taxes levied on real property. The tax rolls are duplicates of the assessment rolls except for the information provided on taxes. Contains date, tax rate area, parcel number, land valuation, value of improvements, exemptions, total net assessment, name and address of assessee, total tax due, dates due by first and second installment, and when paid. Before tax rolls became common, taxes due were indicated on the assessment rolls. Separate indexes.

Arranged chronologically by year and then numerically by parcel number.

Research Note: Source of information on tax rates, land values, and property ownership.

170. INDEXES TO TAX ROLLS, SECURED, 1861 --

Indexes to records of taxes levied on real property. Contains name of assessee, tax rate area, parcel number, reference to map book and page number and year in rolls. Alternate indexing system uses three separate indexes by type, i.e., situs index (alphabetical by city and street name), name index (alphabetical by name of assessee), and numeric index (numerical by parcel number).

General indexes are arranged chronologically by year and then alphabetically by name of assessee.

171. TAX ROLLS, UNSECURED, 1861 --

A record of all taxes levied on certain personal property. Contains name and address of assessee, tax rate area, date, value of property and improvements, description of property, exemptions, net total assessment, total taxes due, and special assessments. Separate indexes uncommon.

Arranged chronologically by year and indexed alphabetically by name of assessee.

Research Note: Source for study of tax rates on personal property. Provides summary of certain possessions of residents.

TREASURER

The treasurer acts as the chief banker of the county. All money belonging to or in possession of the county is required to be deposited with the treasurer. The treasurer pays out from county funds all warrants authorized by the county auditor. In addition, the treasurer is responsible for receiving payments on all bonds and for making payments to bond holders, collects inheritance taxes, takes inventory of safe deposit boxes of deceased persons, and administers the investment program of the county.

This office is almost always combined with the office of tax collector.

172. FUND LEDGERS (GENERAL LEDGERS), 1850 --

A monthly record of receipts and expenditures for all county accounts. Contains fund number and name, date of transaction, date of report, deposit or warrant amounts, transfer of funds, balances, and name of payer and payee. Majority of treasurer's older records have been destroyed; most recent records are often duplicated by auditor. No index.

Arranged chronologically by month.

Research Note: Source for study of county finances.

APPENDIX A

HISTORY OF THE ORGANIZATION AND FUNCTIONS OF COUNTY GOVERNMENT

On December 15, 1849, the first Legislature convened in San Jose as provided by the State Constitution. The committee on county organization recommended that the state should have authority to control and regulate the structure of the county government "which should be as nearly uniform as practicable throughout the State." [1]

County government in California was modeled after the old English county system and as modified by the experiences of eastern states. All the powers and functions of county government directly carry out the general policy of the state; that is, the county is purely an agent of the state. For example, originally, the Legislature had authority to shift the boundaries of a county, to consolidate two or more into one, to divide or create new counties out of existing territory, or to dissolve a county altogether (as happened to Klamath County in 1874). In addition, the state may delegate certain responsibilities to a county and recall others. Administrative control by the state over county functions has been well established in the areas of finance, law enforcement, and education in particular.

Within county boundaries, county governments contend with municipalities and townships for the exercise of political power. The division of authority between county and municipal government has not always been clearly defined. The law, in some cases, has allowed for an overlapping of functions. Although a county board of supervisors has the power to execute orders declaring the establishment of a municipality and to determine municipal boundaries, cities provide for the welfare of their citizens through the creation of police and fire departments, schools and libraries, and public utilities.

The State Constitution of 1849 provided for the creation of a court system, for the offices of clerk, district attorney, sheriff, coroner, and others deemed necessary, and for a board of supervisors empowered with duties as described by law. [2]

Substantial changes in the form and powers of county government were brought about by the State Constitution of 1879. The most important revision was the direct grant of police powers to counties. [3] The legislature's desire to establish a uniform system of county government throughout the state resulted in the adoption of county and township government acts (1883, 1891, 1893, and 1897), which were later amended and incorporated in the *Political Code* to form the basis of county government. In addition to the offices noted above, the 1879 Constitution required or allowed the creation of a grand jury, superior court, justices of the peace, superintendent of schools, board of education, board of equalization, treasurer, recorder, tax collector, license collector, assessor, auditor, public administrator, and constables.

In time, however, the uniform system of county government became the subject of heated debate until 1929 when a special commission was created to investigate and report on home rule for counties. The commission recommended the adoption of freeholder charters for counties that would enable them to meet specific needs and problems. [4] A charter

secures to a county some measure of independence and flexibility. It allows for the consolidation of offices, the creation of a county manager form of government, the provision of a short ballot, the appointment of certain officials, the fixing of salaries, and the creation of a civil service system. General law counties have, over time, obtained many of the same features through permissive state statutes. In general, charters have been adopted by the larger and more populous counties that have a greater need for authority tailored to fit particular circumstances. [5]

The institutions of county government have undergone considerable changes since the creation of the original twenty-seven counties in 1850. As the population of the state has increased, counties have had to provide services for more people and, as a result, government has become larger, more specialized, and complex. In 1850, counties performed twenty-two basic functions. By 1909, this number had increased to 167 in larger counties, and in 1958 it was estimated that well over 900 separate functions were administered by county government. [6]

The unprecedented growth of special districts and accelerated cooperation with cities, especially in heavily urbanized areas, have significantly altered county government. Despite its growing complexity and shrinking financial base, however, it seems fair to suggest that county governments in California will continue to have a major influence on the people they serve.

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1. *Constitution*, 1849, Article XI, Section 4.

2. *Constitution*, 1849, Article VI, Sections 1, 7-8; Article XI, Section 5.

3. *Constitution*, 1879, Article XI, Section 11.

4. *Report of California Commission on County Home Rule*, Sacramento, 1930, pp. 1-3. Charters had first been authorized by a constitutional amendment in 1911.

5. *County Government in California*, County Supervisors Association, Sacramento, 1958, pp. 29-31. Eleven counties have opted for charters since 1911.

6. *Ibid*., p. 2.

APPENDIX B

HISTORY OF THE COURT SYSTEM

From the inception of statehood in 1850 and for thirty years thereafter, the judicial affairs of the county were administered by four, and later by three, separate courts: the district court, county court, probate court, and the court of sessions.

The highest of the four was the district court. By the 1849 State Constitution, the state was divided into judicial districts, one judge per district. The jurisdiction of the court was original in all cases of law and equity, civil cases involving large sums of money, criminal cases not otherwise provided for, all issues of fact in probate, all cases affecting real property, and all naturalization matters. The court had appellate jurisdiction over the county court and court of sessions in criminal cases. The district court was dissolved under the provisions of the 1879 State Constitution.

County courts, one per county, were created by an act of the first Legislature in 1850. Under the supervision of a county judge, the court had authority over appeals from justices of the peace and in special cases pending, issued all writs and processes known to law, had jurisdiction in all lesser civil cases (except probate matters which were given to the probate court in 1851) and, as conservator of the peace, exercised all the powers of the justices of the peace. With the termination of the court of sessions in 1863, the county court assumed some jurisdiction in criminal cases. The county court was abolished in 1879.

In 1851, a probate court was created in every county with the county judge presiding. The court exercised control over all probate cases, i.e., the administration of matters concerning the estates of deceased persons, minors, and incompetents. All appeals were heard in district court until 1864 when a law allowed appeals to be taken directly to the state supreme court. Although a separate probate court ceased to exist in 1879, probate records have continued to be handled apart from other judicial documents and, in more populous counties, probate matters are the responsibility of a separate division of superior court.

A court of sessions was established in every county in 1850. The court was composed of the county judge and two justices of the peace and had the authority to conduct two separate and distinct kinds of business. First, the court acted in lesser criminal matters including assault and battery, breach of the peace, riot, petty larceny, and small misdemeanors. Second, the court carried on the administrative affairs of the county, including the power to raise necessary funds by taxation, to audit accounts, to manage public works, to divide the county into townships, to create election precincts, and to erect public buildings, until supplanted by the board of supervisors. Since the two areas were so different in scope and purpose, the clerk of the court was required to keep separate minutes and other records, but in reality, the minutes in most counties were combined. The court of sessions was discontinued in 1863.

The current judicial structure dates from 1880 when a superior court was created for each county to conduct the matters previously handled by the district, county, and probate courts. In many counties, the superior court has been divided by function into departments: civil, criminal, probate, and juvenile, with a separate set of records maintained for each department. In addition, superior court, since its inception, has regulated the grand jury.

As part of the judicial system, the grand jury originated early in California's history, having been created by the 1849 State Constitution. It is a judicial body acting as part of the court and serves as an inquest between the state-county and the citizens in public matters. From 1850 to 1863 it was administered by the court of sessions, and from 1863 to 1880 it was controlled by the county court. The grand jury has two functions: it investigates misdemeanors and felonies within the county and lays these before the court, either by presentment or indictment; and it audits the accounts and inspects the conduct of county officers to determine any misappropriation of funds or malfeasance of duty.

The history of the court system in California helps to explain a researcher's confusion in correctly identifying and using court documents. Over the years, case files, as well as other records, have been destroyed, lost, misfiled, and neglected. Fortunately, from the beginning of statehood, the county clerk has acted as custodian for most of the county's court records and, thus, in one source may be found a wealth of information important to an understanding of the law and its relationship to society.

A good summary of the development of the court system in California is found in Owen Coy's *Guide to the County Archives of California*, Sacramento, 1919, pp. 16-20.

APPENDIX C

DISPOSITION OF COUNTY RECORDS

While no information is provided in the manual about the retention and disposition of county records, this is an issue of broad concern for local officials and the general public alike. Several state statutes regulate the disposition of certain groups of records and are summarized below

The disposition of trial court records is governed by *Government Code,* sections 68152 and 68153. 68152 provides detailed information about court records and is divided into subsections relating to civil, criminal, juvenile and probate matters.

All records of the recorder's office, at the request of the recorder and with the approval of the board of supervisors, may be destroyed if the record has been reproduced on a film, optical disk or other medium meeting certain standards, if the medium accurately and legibly reproduces the original, if the medium is made accessible to the public, and if a copy of the medium of archival quality is stored in a separate and safe place. (*Government Code*, section 26205.5). Prior to the destruction of any handwritten records, the recorder must give notice of intent to destroy to the Secretary of State, who shall have ninety days to request transfer of the records. (*Government Code,* section 26205.7).

All other county records, except as specifically provided for by state law, may be destroyed at the request of the county officer concerned and with the approval of the board of supervisors or by resolution of the board of supervisors if the record has been reproduced on a film, optical disk or other medium meeting certain standards, if the medium accurately and legibly reproduces the original, and if the medium is made accessible to the public. (*Government Code,* section 26205 and 26205.1).

Access to public records, state and local, is regulated by *Government Code*, Chapter 3.5, sections 6250 et. seq., commonly called the California Public Records Act. In general, the act provides for the inspection of all public records, except as specifically noted, at all times during the office hours of the state or local agency. The user is referred to section 6254 for exemptions. Unless exempted, the agency must demonstrate that, on the facts of the case, the public interest served by not making the record open to inspection clearly outweighs the public interest served by disclosure of the information (section 6255).

Accessibility to records differs in each county with the officer concerned often the final authority in each case. Within the manual, series known to be closed or confidential are so indicated.

It is important to note that laws regulating the retention and disposition of records change over time. The reader is advised to consult the latest edition of the appropriate section of the *California Codes* to insure that all current legal requirements have been met.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-468

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING:** Adopt a Resolution from the Board of Supervisors to Accept the 2024 General Plan Annual Report and Direct Staff to Forward the Final Resolution for the 2024 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Land Use and Climate Innovation, County Project No. PLAN-INTER-2025-00028

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Adopt a Resolution from the Board of Supervisors to Accept the 2024 General Plan Annual Report and Direct Staff to Forward the Final Resolution for the 2024 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Land Use and Climate Innovation, County Project No. PLAN-INTER-2025-00028.

The Planning Commission and Board of Supervisors review the progress made each year to accomplish policies and implementation measures of the General Plan during the previous year (2024); amendments schedule to the General Plan in the following year (2025); and the submittal of the General Plan Annual Progress Report to State agencies. The General Plan Annual Progress Report was submitted to the Office of Land Use and Climate Innovation (LUCI) and the Department of Housing and Community Development (HCD) on March 28, 2025. The Housing Annual Progress Report requires HCD approval. HCD accepted the submission on March 28, 2025, and acknowledged by LUCI on April 30, 2025. The annual report is reviewed by the Planning Commission and approved by the Board of Supervisors at a public hearing.

Following consideration by the Planning Commission and action by the Board of Supervisors, the resolution and any edits to the General Plan Annual Progress Report will be submitted to the Office of Land Use and Climate Innovation and the Department of Housing and Community Development. The Annual Progress Report contains a review of the General Plan policies, programs and implementation measures that were addressed during the 2024 calendar year.

Following consideration and public testimony on the 2024 Annual Report on the General Plan, it is recommended that the Board of Supervisors take the following actions:
1. Consider any changes that should be made to the 2024 General Plan Annual Report;
2. Adopt a resolution accepting the 2024 General Plan Annual Report and direct staff to forward the final resolution for the 2024 General Plan Annual Report to the State
3. Department of Housing and Community Development and the State Office of Land Use and Climate Innovation.

Please See Attached Staff Report and Attachments. Please note that for readability, only portions of the spreadsheet of the Housing Element General Plan Annual Progress Report were attached. The full spreadsheet can be requested from Planning staff at planningdept@mariposacounty.org.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No Board action has occurred on the 2024 General Plan Annual Report.

The General Plan Annual report is prepared pursuant to Government Code Section 65400 and the adopted Mariposa County General Plan, which requires a report to be prepared each year regarding the General Plan. The annual report is reviewed by the Planning Commission and approved by the Board of Supervisors at a public hearing.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action or no action would not allow for advancement of a final resolution report to the state agencies.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **2024 Mariposa County GPAPR**
2. **2024 Mariposa County Housing Element GPAPR Readable Export**
3. **2024 Mariposa County GPAPR NOE**
4. **2025- Board Resolution 2024 GPAR**
5. **BOS GPAR 2024 Presentation**

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 Menetrey

COUNTY OF MARIPOSA
GENERAL PLAN ANNUAL PROGRESS REPORT

Review of Calendar Year 2024

Mariposa County Planning Department

Introduction

Purpose of the Annual Report

This report is prepared pursuant to Government Code Section 65400 and the adopted Mariposa County General Plan, which requires a report be prepared each year regarding the General Plan. The Governor's Office of Land Use and Climate Adaptation provides guidance in terms of preparing the report. The annual report is reviewed by the Planning Commission and approved by the Board of Supervisors at a public hearing. Following consideration by the Planning Commission and action by the Board of Supervisors, the General Plan Annual Report is submitted to the Office of Land Use and Climate Adaptation and the Department of Housing and Community Development.

This 2024 Annual Report contains a review of the General Plan policies, programs and implementation measures that were addressed during the 2024 calendar year. It also describes planning activities that are in process or anticipated in 2025 through 2027 and subsequent years to achieve full consistency between General Plan policies and County development regulations.

Mariposa County General Plan

The Mariposa County General Plan was adopted by the Board of Supervisors on December 18, 2006. The underlying goals and policies of the General Plan were developed during a six-year-long public planning process featuring community workshops, preliminary drafts of policy documents, planning fairs, focused working sessions, public outreach efforts, revised drafts, and a final round of public hearings. An accompanying programmatic Environmental Impact Report (EIR) for the General Plan was prepared, revised, and circulated twice. The adopted General Plan and EIR mitigation measures have been in effect since December 18, 2006. Printed, electronic and on-line access to the adopted General Plan has been available to the public since January 2007.

The General Plan is a broadly-based policy document consisting of sixteen elements, with goals, standards and implementation measures designed to shape the future growth and development of Mariposa County, while preserving and enhancing the rural character of the County's natural resources and small communities.

Compliance with State Law and the General Plan Guidelines

State law mandates that each city and county adopt a general plan containing at least seven "required" elements: Land Use, Circulation, Housing, Open Space, Conservation, Safety, and Noise. Senate Bill 1000, adopted in 2016, now also requires cities and counties that have disadvantaged communities to incorporate environmental justice policies into their general plans, either in a separate element or by integrating related policies and objectives throughout the other elements. This update must happen "upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018." Mariposa County hasn't revised two or more elements since January 1, 2018, so this requirement hasn't yet been triggered. In the coming year, staff will assess how to best address these requirements in the County's general plan and develop a process

to carry out any necessary changes. Cities and counties that have identified disadvantaged communities, as defined by SB 1000 must include air quality in their General Plans. No disadvantaged communities as defined by SB 1000 have been identified in Mariposa County. Additional "optional" elements may be included at the discretion of the local jurisdiction.

Each local jurisdiction is allowed broad discretion with regard to how its general plan is organized. The general plan does not need to be arranged in eight distinct elements as long as the content necessary for each of the required elements is included in the general plan. The table below indicates how the topics that are to be addressed in each of the seven required elements are distributed in the County's general plan documents. Required and optional elements are shown in Table 1, along with the date of adoption or last major revision.

Table 1: Mariposa County General Plan Elements

Mandatory Elements	Year Adopted	Last Comprehensive Update	Last Amendment
Land Use Element	2006	N/A	11/2023
Circulation, Infrastructure, and Services Element	2006	N/A	N/A
Housing Element	2016	8/2019	2025
Conservation and Open Space Element	2006	N/A	2015
Noise Element	2006	N/A	N/A
Safety Element	2006	N/A	10/2017
Environmental Justice	"upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018."		
Optional Elements			
Agricultural Element	2006	N/A	N/A
Economic Development Element	2006	N/A	N/A
Arts and Culture Element	2006	N/A	N/A
Local Recreation Element	2006	N/A	N/A
Regional Tourism Element	2006	N/A	N/A
Historic and Cultural Resources Element	2006	N/A	N/A
Volume II-Area Plans			
Coulterville Town Planning Area Town Plan	1980	N/A	2016

Catheys Valley Community Plan	2012	N/A	2020
Fish Camp Town Planning Area Specific Plan	1983	N/A	2019
Wawona Town Planning Area Specific Plan	1987	2012	2016
Mariposa Town Planning Area Town Plan	1992	N/A	2021

Area Plans in Preparation (2020)

Progress toward implementation of the General Plan occurs whenever a new Area Plan is prepared and adopted, when an existing Area Plan is amended, or when the planning for a Planning Study Area is initiated. At full implementation of the General Plan, sixteen geographically distinct Area Plans are envisioned for Mariposa County's local communities; and the Yosemite National Park's General Management Plan represents a separate federal planning area of its own. The overall status and timing of the planning programs for each of the Area Plans is established in Table 5-1 of the General Plan (see below).

The Mariposa County Area Plans fall within the following descriptions, depending upon the scope and intensity of the land uses represented within any given planning area:

- Town Planning Area: All residential, commercial, industrial, job-center, recreation, and public uses, as defined in the General Plan, are consistent with the purpose of a town planning area. In the case of pre-existing adopted town plans, the planning documents may be known as a Town Specific Plan (such as Fish Camp).

- Community Planning Area: Single-family residential, rural commercial, recreation/resort-oriented, small business and public are the land uses consistent with the purpose of a community planning area. Multi-family residential uses with more than two attached dwelling units per structure and industrial uses are not consistent land uses within community planning areas; live-work commercial/residential uses are acceptable. Greeley Hill and Catheys Valley are examples of Community planning areas.

- Special Planning Area: Some small locales (including Foresta, Buck Meadows and Yosemite West) in the County do not face the full scope of issues and land uses warranting a full-scale town plan or community plan. The purpose of a special plan is to address the specific issues of local importance for the planning area. Consistent uses will be defined within the special plan.

Three Area Plans are identified in Table 5-1 of the General Plan as "pending for approval in (the) short term." These are the communities of Midpines, Lake Don Pedro, and Yosemite West.

The Midpines Community Planning Advisory Committee (MCPAC), appointed several years ago by the Board of Supervisors, has been meeting regularly. Since January 2013, Planning has staffed the committee and worked with members regarding the Community Plan for Midpines. A full draft

of the Community Plan is complete and the public review process for the Plan is underway with action expected on the Plan in 2025 by the Mariposa County Board of Supervisors.

Significant work was done on the Yosemite West Special Plan in the years 2000 through 2007. Staff worked with an appointed advisory committee, and a draft plan was presented to the Board of Supervisors. There was significant controversy within the community. Ultimately, that plan was not acted upon by the Board, and there was no change made to Table 5-1 for Yosemite West.

The Lake Don Pedro Town Planning Area is the final short-term priority for Area Plans. No formal community planning process has begun for this area.

Implementation of zoning standards for the adopted Catheys Valley Community Plan will occur as part of the continuing General Plan implementation process.

Table 5-1: Planning Area and Area Plan Status

Planning Area	***Planning Advisory Committee***	***Area Plan Status***
Bear Valley Community	No	Not scheduled
Bootjack Community	No	Not scheduled
Buck Meadows Special	No	Not scheduled
Catheys Valley Community	Yes	Adopted
Coulterville Town	Yes	Adopted
El Portal Town	Yes	Not scheduled
Fish Camp Town Specific Plan	Yes	Adopted
Foresta Special	No	Not scheduled
Greeley Hill Community	Yes	Not scheduled
Hornitos Community	No	Not scheduled
Lake Don Pedro Town	No	Not scheduled
Mariposa Town	No	Adopted
Midpines Community	Yes	Pending for completion in short-term
Mount Bullion Town	No	Not scheduled
Wawona Town Specific Plan	Yes	Adopted
Yosemite National Park	N/A	Complete[1]
Yosemite West Special Plan	Yes	Pending for completion in the intermediate term

[1]Yosemite National Park has prepared three major updates to its General Management Plan. Of these various plans, the Yosemite Valley Plan and the Merced River Plan have the greatest set of collaborative planning issues within the County.

Source: Mariposa County General Plan.

General Plan Amendments

Changes or amendments to the General Plan occur through applications by the public or by the County after authorization to proceed by the Board of Supervisors. State law requires the General Plan be kept current and that updates occur periodically. No General Plan Amendments occurred in 2024

Strategic Implementation Plan

In August of 2017, the County initiated a project to develop a Strategic Implementation Work plan to prioritize and guide the implementation of the General Plan. Since adoption of the General Plan in 2006, staff had made some progress in implementing the General Plan, but progress was slow due to limited resources and competing priorities. The Strategic Implementation Work Plan was developed to identify specific work tasks along with a recommended priority, through a series of workshops and discussions. The Strategic Implementation Work Plan was accepted by the Board of Supervisors in March of 2018.

The Strategic Implementation Work Plan is a 5-year work plan to implement the General Plan. Several tasks were identified to commence in the 2018-2019 fiscal year. As part of the Fiscal Year 2018-2019 Budget request, staff requested significant funding for identified Year 1 tasks. Staff's request was not fully funded. The Board of Supervisors allocated funds to commence Tasks 1.5 and 1.6 only. Staff held off on pursuing consultant assistance immediately following the Ferguson Fire, which burned from mid-July to mid-August 2018, due to anticipated financial impacts resulting from the fire. In February of 2019, Planning released a Request for Proposals to seek a consultant to commence work on Tasks 1.5 and 1.6. An Agreement for consultant assistance was approved by the Board of Supervisors at their meeting on March 26, 2019. Staff and the consultant team met via teleconference on a bi-weekly basis throughout 2024 to review the work performed by the consultant on preparing the development code update and staff's comments and input on that work. Significant public out reach associated with the Development Code also happened in the later half of 2024. The following draft documents have been prepared by the consultant team, and were reviewed by County staff and returned to the consultant for preparation of final draft documents: The new combined zoning/subdivision development code will include a Table of Contents, Article 1 (Enactment and Applicability), Article 2 (Zones, Allowable Uses, and Development Standards), Article 3 (Regulations Applicable to All Zones), Article 4 (Regulations for Specific Land Uses), Article 5 (Subdivision Code), Article 6 (Nonconforming Uses, Structures and Parcels), Article 7 (Permit Processing Procedures), Article 8 (Development Code Administration) and Article 9 (Definitions). No final action was taken on the proposed development code in 2024.

A copy of the complete table identifying all the identified General Plan tasks and schedule is attached to this report. Below is a table listing the first set of tasks proposed by the Strategic Implementation Work Plan to be completed in Year 1:

1.1	**COUNTYWIDE FIRE SAFETY STRATEGIC PLAN** -Seek FEMA disaster mitigation funding to complete a strategic plan for fire safety incorporating the Standards of Cover for the Mariposa County Fire Department identifying current and future fire service areas and standards. - Identify long-term capital improvements, rolling stock, equipment and supplies, and other major purchase items needed to maintain and improve fire safety. - Identify thresholds and capital facility needs for each of the existing and future service areas. - Revise and update the Standards of Cover and service area maps. - Consolidate local Community Wildfire Protection Plans (CWPPs) into a Countywide CWPP. - Identify land use, zoning, density, property maintenance and other standards that would improve fire safety.
1.2	**MARIPOSA TOWN PLAN UPDATE** -Update the Mariposa Town Plan to include the identified expansion area and to provide land use policy guidance and recommend amended development regulations to be added to the Zoning Ordinance (Subtitle 17.300). - Incorporate provisions that expand locations for industrial uses near Mariposa Airport, and provide sufficient capacity to allow for potential expansion of office locations. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the community plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Require water and sewer disposal to be provided from a centrally coordinated and managed system. - Expand locations for higher-density housing. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Establish and annotate annexation process to add lands to utility service territories (e.g., SOI expansion, LAFCO process, service extensions, financial agreements). - Incorporate provisions of the Multimodal Transportation Feasibility Study being conducted by Mariposa County LTC.
1.3	**COMPLETE MIDPINES COMMUNITY PLAN** - Continue staff work to facilitate community group meetings and prepare plan documentation in order to adopt the Midpines Community Plan within one year. - Midpines Community Plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. December 2021 Board of Supervisors Authorized Staff to Initiated the Environmental Review and Complete the Plan Adoption process. Estimated Timeline- 2024-2025
1.4	**EL PORTAL TOWN PLAN [*Note: In collaboration with National Park Service and Aramark and subject to negotiations on a Memorandum of Understanding with the National Park Service*]** - Area plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Plan to be prepared in collaboration with National Park Service and Aramark. - Incorporate provisions that identify suitable locations to accommodate additional workforce housing uses necessary to support Yosemite National Park and sufficient capacity to allow for potential expansion of office locations. - Ensure that the plan addresses and is consistent with the Merced Wild and Scenic River Comprehensive Management Plan and EIS. - Ensure that the plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Address potential National Park Service approval/action. - Address potential need for National Environmental Policy Act (NEPA) action.

1.5	**ZONING ORDINANCE UPDATE - PART 1** - Part 1 of 3, including items that do not require completion of updated area plans. Some items below are not necessarily code updates (i.e., some may be established as department policy/procedure). - Implement zoning provisions established in adopted Catheys Valley Community Plan, Fish Camp Town Plan, Coulterville Town Plan, and Wawona Town Plan. - Identify alternative strategies for providing flexibility in application processing and maximizing densities, where appropriate. - Develop siting and development standards for recreation and resort uses. - Establish performance-based zoning standards for commercial and industrial districts. - Establish standards to protect visual character and define "viewshed", including a cell tower compliance strategy. - Establish lighting standards consistent with recommendations from the International Dark Sky Association. - Establish standards for "close-to-services" development. - Establish provisions to accommodate home-based businesses consistent with each land use designation, and update agri-tourism ordinance and determine appropriateness of home-based businesses outdoors on Williamson Act parcels. - Establish siting and development criteria for public facilities and sites. - Maintain maximum allowable residential density for all lands outside of community/area plans as one dwelling unit per 5 acres (plus one accessory dwelling unit on each parcel). - Update the extent and provisions of the Timber Reserve zoning district to limit development in areas of identified potential timber resources. - Establish that no discretionary project will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Address state-mandated zoning requirements for affordable housing.- Establish provisions for review and approval of projects within the Mariposa Airport Land Use Planning Area (review the provisions of the Airport Overlay Zone). - Establish that no project will be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Clearly define uses compatible with agriculture and accommodate agri-tourism uses through changes to Agriculture and other zone districts. - Reevaluate permitted use tables in commercial and industrial districts to identify additional uses to be allowed by right (i.e., fewer CUPs) - Establish procedure that allows County staff to address uses not currently listed. - Establish procedure that allows County staff some minor deviations from development standards, as appropriate. - Implement requirements for minimum building and grading setback lines from waters of the State that are adequate to protect stream, riparian, and wetland resource values. - Consider need for a noise ordinance to define noise standards for the County. - Require preparation of acoustical analyses for certain proposed nonresidential uses as described in Implementation Measure 15-2B(1). - Require appropriate noise reduction measures for outdoor public events, as described in Implementation Measure 15-2B(3). - Establish appropriate standards for discretionary development projects wishing to provide alternative, on-site fire protection services. - Establish a dam inundation overlay district. -Require a hydrologic evaluation for development projects located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require development projects to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Require flood and drainage channels to be designed into landscaping plans. --Update definitions of various development typologies for consistency with state and federal laws, and administrative efficiency, as appropriate

1.6	**SUBDIVISION ORDINANCE UPDATE** - Complete a comprehensive update to the County's subdivision regulations including the following provisions: - Establish mechanism/procedure for minimum density subdivisions in lieu of minimum parcel size subdivisions. - Require new subdivisions to demonstrate adequate roadway capacity to serve the project prior to approval. - Require new subdivisions to provide mandatory contributions for maintenance of any roads that are not within the County-maintained road system. - Modify lot adjustment procedures/provisions as described in Implementation Measures 5-9A(2) re: minimum parcel size and 10-2A(2) re: Williamson Act parcels. - Require that infrastructure for new subdivisions meet requirements for ready-to-build parcels. - Establish that no subdivision will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Establish that no subdivision will be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Develop subdivision design standards for placement of structures on ridgelines. - Establish provisions for site development and clustering in new subdivisions to conserve designated scenic routes. - Encourage maximized solar access where feasible and consistent with maintenance of scenic values in new subdivision designs. - Establish appropriate standards for new subdivisions proposing to provide alternative, on-site fire protection services. - Amend, if necessary, the County Subdivision Ordinance to ensure formal review of subdivisions by the fire agencies. - Require a hydrologic evaluation for proposed subdivisions located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require subdivision parcel and final maps and building permit site plans to provide for on-site detention for normal stormwater flows in excess of the capacity of natural drainage courses receiving runoff from the development. - Require subdivision parcels to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Amend, if necessary, to correspond with zoning regulations to provide for additional density.

As part of the General Plan Implementation project, Title 1 of County Code was proposed to be amended to include a comprehensive code enforcement procedures program that would ensure that all county codes, including those that implement the General Plan, are adequately enforced using an efficient process. The Code Compliance Advisory Committee continued to work on developing code compliance standards with the Planning Commission in 2024, but a final draft was not completed for County decision-maker review during the calendar year.

Housing Element Implementation

A Housing Element is unique in terms of its policy and reporting requirements under California statutes, and with regard to the state-supervised schedule by which it is updated and adopted. The Housing Element describes housing programs and the responsible agencies/departments responsible for implementing them along with specific time frames for implementation.

The adopted 2019-2024 Housing Element demonstrates that the County can accommodate its state assigned RHNA (Regional Housing Needs Allocation). The actual creation of new housing is the responsibility of the private housing sector. The policies in the Housing Element generally call for local agencies to encourage the production of affordable housing, and to avoid and eliminate constraints to the construction of new and affordable housing units. The Housing Element identifies several new programs that are necessary to meet legislative requirements. Each Housing Element program and its implementation status are summarized in attached HCD tables.

Attachment 1 is the Housing Element Implementation Annual Progress Report summary, a State mandated report that is to be submitted to HCD each year. The tables provide information on the residential building permit activity for 2024 based upon income levels from extremely low to moderate income housing. There have been no residential units constructed for very low or low income households.

The County received the 7th Cycle Data Package in 2023 in anticipation of the 2024-2029 Housing Element Update. The data package contained the new RHNA (Regional Housing Needs Allocation) for the upcoming five-year period, which is two (2) low-income homes. This is the state minimum. The 7th Cycle Housing Element is currently in draft with an adoption schedule of September 2025.

The County approved a Comprehensive Housing Program Implementation Study on June 19, 2018 (Program 2.1 of the 2014-2019 Housing Element). This document identifies several initiatives for the County of Mariposa to implement to increase the supply of housing including potential funding sources. The majority of the initiatives in this study were incorporated into the 2019-2024 Housing Element and were completed or are ongoing. This work is being led by the County Housing and Community Development Specialist, which is a position that was identified as a priority in the Comprehensive Housing and Program Implementation Study.

Additionally, the 42-unit Mariposa (Creekside) Terrace low-income apartment project received additional approvals by resolution on March 2, 2021 and an accompanying ordinance adopted on March 16, 2021. Project construction was completed in 2022 and the units are now being rented. There are 11 units set aside in this complex for families of individuals that have been experiencing homelessness.

In December of 2018, the Board of Supervisors had a discussion on potential housing programs that could assist in increasing the supply of housing. Several options were identified and discussed, including:

- Accessory Dwelling Units (Development Code Update) Ordinance Draft Complete
- Single Room Occupancy (SRO) units (Development Code Update)
- Kitchen Definition (Development Code Update)
- Tiny Homes (County Counsel has offered a legal opinion. Staff preparing item for temporary administrative use to allow “Park Model” home and RV’s outside of a Extended Stay RV park for a limited amount of time).
- Junior Accessory Dwelling Units (JADUs) (Development Code Update) Ordinance Draft Complete
- Allowance for Extended Stay RV Parks (Development Code Update)
- Areas for Extended Stay RV Parks (Development Code Update)
- Employee Housing (Development Code Update)
- “Pre-Approved” Building Permit Plans for Accessory Dwelling Units(Available Now on County Website))
- High Density Housing (Development Code Update)
- Density Bonus Provisions (Development Code Update)
- Housing Element Update (Administrative Draft)

The Board of Supervisors gave direction to Planning staff to begin studying the items and come back with a program or plan with additional information on the items. Staff began taking portions of the above list and preparing specific discussion items to bring back to the Board. Other items will be incorporated into the Development Code Update process.

2024 saw significant progress on the Development Code Update. Public workshops and multiple Planning Commission meetings and joint workshops were held by the Planning Commission and Board of Supervisors.

The new development code will address accessory dwelling units, density bonuses for affordable housing, employee/workforce housing standards and single room occupancy units.

As noted above, the 2019-2024 6th Cycle Housing Element was approved in August 2019 and certified by HCD in October 2019. 2024 saw extensive progress on the 7th Cycle Housing Element with the County Housing Programs Advisory Committee reconvening to edit and make recommendations on the Programs and Policies in the document. The Housing Element and Development Code update are inter-related and advancing concurrently.

Other housing programs (including funding) being pursued by Mariposa County Health and Human Services and/or County administration, working cooperatively where applicable with Planning, Department of Public Works and other County departments, include:

- Board of Supervisors adoption of a continuing resolution relating to a shelter crisis local emergency (weekly).
    - The Board of Supervisors began a project at the end of 2023 to adopt Ordinance 1190 to modify Mariposa County Code Chapters 15.10.040 and 15.10.080 to allow for the construction of pallet shelters to support emergency homeless housing. Ordinance adopted in February of 2024.
- Approval of the 2024 Low Income Home Energy Assistance Program agreement and certifications with the California Department of Community Services and Development in an amount not to exceed $560,000 to provide energy assistance payments.
- Completion of a $500,000 Three (3) year funding commitment through a Community Development Block Grant to fund Housing Navigation services at the Mariposa Heritage House.
- Working with Nevada, Amador and Calaveras counties to develop an accessory dwelling unit (ADU) workbook for the Mother Lode region. The workbook is an outreach and educational tool as well as a step-by-step guide to ADU construction. The project was funded by a Regional Early Action Program (REAP) grant and is governed by a memorandum of understanding between the participating counties. The workbook was completed in 2023 and is the winner of a 2024 National American Planning Association Small Town STaR award for Planning Initiative.
- Implementation of the Mariposa County ADU Accelerator webpage. This page builds on the Motherlode ADU workbook with an ADU calculator tool and “pre-approved ADU plans gallery”. This allows the County to comply with AB 1332 that required jurisdictions to have a process in place for Pre-Approval of ADU’s by 2025.

- ADU compliance program implemented in 2024 ensuring that ADUs are tracked and not used for short-term rentals through a recorded declaration.

The Integrated Mobility and Housing Strategy (IMHS) team – including a local steering committee, members of Yosemite National Park and the Yosemite Conservancy –was adopted by the Board of Supervisors in January 2023. This study assessed Yosemite National Park workforce needs for both housing and transportation connections from housing to workplace. The comprehensive study assessed and prioritized sites within the community for housing development. One of those priority sites was selected for a Strategic Growth Council Transformative Climate Communities project development grant that will fund full construction documents for a new mini neighborhood focused on middle income residents. This project began in the fall of 2024.

One of the most substantial improvements related to the permitting and entitlement of housing in Mariposa County is the implementation of the new Tyler Technologies permitting software. Now all divisions of the Development Services Department can review permit applications in a online format. This will allow for faster review times and a more transparent process to the public.

Additionally, the Planning Department website has been updated with features that allow for an individual to make an appointment, review permit ready Accessory Dwelling Unit Plans, look up your Zoning and submit a permit online.

Housing and Vacation Rental Conversion

Program 4.2 of the 2019-2024 Housing Element requires the County to periodically evaluate the effect of the conversion of housing units to vacation rentals. Specifically, Program 4.2 reads as follows:

> *"The County shall periodically evaluate any potential nexus between the reduction in the County's supply of housing and the conversion of units to vacation rental units. The study shall evaluate any effect of conversions on the supply of housing for all economic segments of the community and the supply of affordable employee housing, in particular. Should such a study determine that the annual or cumulative number of conversion of units adversely affects the supply of housing for any economic segment of the community, the study shall consider appropriate measures to mitigate impacts."*

The 2019-2024 Housing Element summarizes the situation as of 2018 as follows:

> *"There has been concern among those seeking to find affordable housing, rental housing in particular, that vacancy rates in the County are increasingly adversely affected by the number and rate of conversions of units to transient occupancy (vacation rentals). County records demonstrate an increasing rate of conversion. During the 10-year period 2000-2009, the County approved 243 vacation rental occupancies, one of which became inactive. During the five-year period 2010-15, 247 new vacation rentals were created (243 approved, with 52 applications under review, and 48 noted as inactive). The increase in the rate and number of conversions has exacerbated the cumulative effect on the housing supply, in part because conversions have not been offset by new construction. In 2010 the number of conversions over*

the previous 10 years (243) represented 2.3% of the total number of housing units (10,188). By 2014, the cumulative number of conversions (432) represented 4% of the housing supply (10,386 housing units). However, the number of housing units increased by a mere 1.9% between 2010 and 2014, not enough to replace units lost due to conversion. By 2015 the cumulative number of conversions was approximately 5% of the housing supply. By the end of 2018, the number of vacation rentals totaled 671, representing 6.4% of the housing supply (10,429 housing units[2]). This relationship between a relatively static housing supply and the ongoing and increasing rate of conversion is expected to continue. Regardless of the fluctuations in the rate, the cumulative effect of conversion on the supply of housing is significant. However, the effect of conversions on the supply of housing affordable to above- and below-moderate income households cannot be determined without careful evaluation. Variables to consider in such an evaluation include effects on owner vs. rental occupancies, whether converted units would otherwise be available to households with specific income characteristics, and the relationship between active and inactive vacation rentals."

By the end of 2024, the County had 915 active short-term rentals, 37 of which are Bed in Breakfasts. This was up from the end of 2023 which saw 874 active short-term rental and 47 bed and breakfasts. In 2022 there was a total of 793 and in 2021 a total of 720. A comprehensive study of Short Terms Rentals (STR's) was presented in 2024. (This effort is consistent with Program 4.2 in Section 8.6.04 – *Housing Objectives and Programs* of the 2019-2024 Housing Element.) The County retained the services of an economist to better understand the STR industry and its impacts. This study also included a robust community engagement element including a survey which received 779 responses and a series of town hall meetings where preliminary economic findings and survey data was communicated to the public. Key findings from the study included an economic literature study finding that an increase in STR's in a community affects the affordability of rental and sale housing. An induced workforce housing demand finding was also made in the study noting that for every two permitted STR's, 1.3 new workforce housing units are needed to support the workforce that serves the hospitality industry. It is evident that the construction and availability of new housing units is not keeping pace with the rate of conversion to vacation rentals. Housing units for purchase and housing units for rent are increasingly difficult to find. Anecdotal information suggests the lack of available housing has resulted in the following economic development and rural character impacts:

- Hours for local businesses are limited, due to limited available employees.
- Developer willingness to make investments to existing businesses is limited, due to lack of available housing for needed additional employees.
- There is a need for new job generating developments and existing businesses to address availability of housing as part of their projects. Businesses need employees to be successful and employees need locally available housing.
- Higher level positions at Park are increasingly difficult to fill or are going unfilled because there isn't available housing.
- Character of some residential neighborhoods is being impacted by vacations rental occupants.

[2] *U.S. Census Bureau, 2013-2017 5-Year American Community Survey, TableDP04: Selected Housing Characteristics and Certificates of Occupancy issued in 2018 by the Mariposa County Building Department*

The following table shows the rate of new vacation rental facilities compared to the number of new housing units constructed for each calendar year. The number of new dwellings has generally not kept pace with the number of new vacation rentals. However, in 2024, there was a slow-down in the number of new vacation rental facilities when compared to the number of certificates of occupancy. The addition of 14 housing units in 2024 was overshadowed by the significant number of housing units that were converted to vacation rentals since 2016.

YEAR	NUMBER OF NEW VACATION RENTAL FACILITIES	NUMBER OF CERTIFICATES OF OCCUPANCY	DIFFERENCE BETWEEN NEW HOUSING UNITS AND NEW VACATION RENTAL FACILITIES
2016	74	**47**	**-27**
2017	64	**37**	**-27**
2018	72	**48**	**-24**
2019	71	**60**	**-11**
2020	39	**29**	**-10**
2021	35	**45**	**+10**
2022	71	**39**	**-32**
2023	90	**59**	**-31**
2024	57	**71**	**+14**

Staff notes:

1. Housing availability has been further impacted by **the Detwiler Fire in 2017, when 70 dwelling units were destroyed. Estimated housing units destroyed in the Oak Fire in 2022 was 127.**The consultant completed the analysis in 2024 and the report is now under County review.
2. The consultant completed the analysis in 2024 and the report is now under County review.

In July of 2023 a Non-Residential Market Study was completed through a Community Development Block Grant Economic Development grant. This information is still relevant in 2024. Although the name of the study would lead to the conclusion that this might not belong in this section, the first strategy that was identified in the study was to "Prioritize expanding the supply of housing, in particularly affordable and workforce housing" and reads as follows.

"***Strategy 1: Prioritize expanding the supply of housing, in particular affordable and workforce housing.*** *The County's already small, aging, and already declining population is projected to continue declining if the County does not focus on ways to support and stimulate housing production. The economic health of the County is linked to the capacity to not only deliver adequate housing to meet demand, but to offer a range of housing types (i.e., different densities,*

sizes, tenure) to attract and retain a skilled labor force. The County should consider the following action items to support this strategy:

– The County should prioritize approval of proposed projects while engaging in thoughtful and diligent planning efforts to preserve the County's rural character and mitigate real and perceived impacts, including traffic, natural resource allocation, and public safety.

– The County should consider actions that could assist in planning for additional identified housing needs. Recent initiatives such as the Integrated Mobility and Housing Strategy (IMHS) serve as good precedents for innovative County-led planning work to support new housing development.

– The County should lead informational sessions that address solutions to real and perceived negative impacts from new growth to garner community support for new residential development."

The Mariposa Creek Phase IV Plan (Phase IV) was adopted February 20th, 2024. This plan looked at the 187 acres of land purchased by the County in 2020 with the intent of extending the Mariposa Creek Parkway to the current County Jail site while establishing shaded fuel breaks to protect the town in event of a catastrophic wildfire. The Phase IV Plan focused not only on these recreational and environmental considerations but also infrastructure, housing, and economic development. Through extensive analysis and community engagement, the following recommendations were incorporated into the preferred site plan.

"During the engagement efforts for this Special Plan, the community expressed a desire for new housing on the Southern Segment to include a mix of types that would meet the needs of a range of Mariposans. The Southern Segment includes flexible options for new housing in two locations, and it will be up to potential private or non-profit developer(s) of these sites to determine the eventual housing forms.

Adjacent to the existing Creekside Terrace development, the first potential housing site could accommodate up to 40 additional units in a mix of townhomes and/or apartments. The second potential housing site is located further west, close to the hillside and with potential access via Standen Park Road. Given its configuration, this site appears more suitable to single-family housing."

Other Implementation Activities

The Mariposa County General Plan is comprised of twelve (12) elements. The section below lists some highlights towards implementation in some of the elements contained in the General Plan. A full list of General Plan implementation measures is attached to this report.

Land Use Element

- Planning staff continued to work collaboratively with consultant Mintier Harnish on the draft development code. When complete, this project will implement many of the implementation measures contained in the General Plan and will codify recent state law changes.

Accessory Dwelling Units (ADUs) and Junior Dwelling Units (JADUs)

Recent changes in State law regarding Accessory Dwelling Units and Junior Accessory Dwelling Units have been made to encourage the development of these types of residential units. Staff will review current County Code in relation to current State laws to ensure the Code is in compliance with current regulations. As noted above, the County partnered with Nevada, Amador and Calaveras counties to develop an ADU workbook for the Mother Lode region. The workbook is an outreach and educational tool as well as a step-by-step guide to ADU construction. In 2024, working with the California Department of Housing and Community Development, the County determined a residential parcel density standard for ADUs. This new standard combined with the allowance for a secondary residence increased potential residential parcel density to five (5) units. The county's new development code will address ADUs, density bonuses for affordable housing and single room occupancy units.

Circulation, Infrastructure, and Services Element

- Approved the Transportation Planning Overall Work Program for fiscal year 2023-24.
- Approved an agreement with the California Department of Transportation (Caltrans), Division of Rail & Mass Transportation for Federal Transit Administration Transit funds.
- Adopted the 2024 Regional Transportation Plan and Negative Declaration.
- Adopted the 2024 Active Transportation Plan
- Kicked off Vehicle Miles Traveled (VMT) with Public Works Plan Policy preparation is underway and expected completion in FY 25/26.
- Kicked off Green House Gas Inventory
- Awarded a Caltrans Sustainable Transportation Planning Grant program for $198,000 to fund the Mariposa Town Transit and Economic Development Initiative. Released RFP for the study.

Agriculture Element

- On December 17th 2024 the Board unanimously voted to accept the Agricultural and Working Lands Conservation Plan(AWLCP) Draft#4 as a source document to help formulate the General Plan policies, and to establish the Agricultural Advisory Committee as an advisory source for the Planning Commission and Board of Supervisors on the section of the AWLCP that will benefit the General Plan. The AWLCP implements specific direction from the General Plan Strategic Implementation Work Plan relating to Task 2.2, which ***amends the Safety Element to incorporate vulnerability assessment outcomes and to include climate adaptation goals, policies and action,*** and Task 3.1, which is the Green House Gas (GHG) Reduction Program. One major driver of the AWLCP is language in Task 3.1 which establishes the necessity to ***consider the impacts and benefits of the forest and agriculture*** on Mariposa's GHG Reduction Program.
  The AWLCP also sparked an important conversation with the Agricultural Advisory Committee regarding the preparation of the General Plan 20-year update and the Committee's role in the review of the Agricultural Element.

Conservation and Open Space Element

- Kicked off the California Natural Resources Agency Urban Greening grant to conduct invasive species removal, restoration and access enhancement to the Phase I and II section of the Mariposa Creek Parkway.
- Adopted the Mariposa County Air Pollution Control District Federal 70 parts per billion ozone attainment plan.

Regional Tourism Element

- Adopted the Initial Study/Mitigated Negative Declaration and mitigation monitoring program for the Mariposa Creek Parkway Phase III and Trailhead project.
- Kicked off the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency project design and permitting.
- Kicked off an Environmental Enhancement and Mitigation grant funds program and approved an agreement with Sierra Foothill Conservancy for the Mariposa Creek Parkway Native/Plant Restoration project.
- The Board adopted the Mariposa Creek Parkway Phase III Trailhead and Destination Park. This design project is funded through a Economic Development Agency grant
- Submitted an application to the California Natural Resources Agency Environmental Enhancement and Mitigation Grant Program to support landscape restoration in the Phase III segment of the Mariposa Creek Parkway.
- The Board adopted the Mariposa Creek Parkway Phase IV Special Plan, as discussed above.
- Approved the submittal to the Federal Emergency Management Agency's Hazard Mitigation Advanced Assistance Grant application in the amount of $750,000 to fund 60% of the design of a flood mitigation project on the Mariposa Creek Parkway Phase IV.
- Began design of the Fournier Road Bridge with a grant funded by the Local Transportation Climate Adaption program. This was a direct recommendation from the Mariposa Creek Parkway Phase IV plan for infrastructure improvement.
- Construction was completed on the Mariposa Gateway Elements project.

Historic and Cultural Resources Element

- Awarded $75,000 from the National Endowment for the Arts Our Town program. To fund the historic preservation in the present tense by integrating Creative Placemaking policy and Historic Design Review Guidelines.

Safety Element

- Approved an agreement with CAL FIRE for command-and-control dispatch services from July 1, 2023, to June 30, 2026, in an amount not to exceed $3,914,038.
- Approved an agreement in an amount not to exceed $2,279,793 for extended fire protection availability (Amador) services from July 1, 2023, to June 30, 2026.
- Entered into an automatic aid agreement with Tuolumne County Fire for immediately dispatched mutual aid to enhance current emergency response. The agreement allows both counties to automatically send a predetermined number of resources to assist each other in the event of pre-identified emergencies.

- Awarded the 2023-2024 CCI CAL FIRE Wildfire Prevention Grant application for up to $300,000, in cooperation with Mariposa County Public Works, to treat roadside vegetation in high and very high wildfire risk areas along county-maintained roads and conduct a roadside vegetation management education campaign.
- Kicked off the update to the Local Hazard Mitigation Plan with CalOES.
- Kicked off the conceptual design of "The Hatchery," a community resiliency hub located in the Phase IV section of the Mariposa Creek Parkway.

Informational Document

This document, the Annual Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

General Plan Amendments

Each year a county may amend its adopted General Plan on four separate occasions. There is no limit to the number of changes that it may adopt at any one of these times, nor is there a requirement that a county must amend its General Plan. Typically, one of the four opportunities is reserved exclusively for changes that are proposed or sponsored on behalf of the general public by the Planning Commission and/or the Board of Supervisors. At the other three times of the year, requests from private individuals may also be considered for adoption.

Recommended Actions

Please note, this 2024 General Plan APR has not been accepted or finalized by the Planning Commission and Board of Supervisors. Staff intends to bring this item to each decision body over the next few months. The following recommendation will be included:

Following consideration and public testimony on the 2024 Annual Report on the General Plan, it is recommended that the Planning Commission take the following actions:

1. Consider any changes that should be made to the 2024 General Plan Annual Report;

2. Adopt a resolution recommending that the Board of Supervisors accept the 2024 General Plan Annual Report and direct staff to forward the final resolution for the 2024 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Land Use and Climate Adaptation.

Attachments:

1. Housing Element Implementation Tables/Annual Progress Report

Please Start Here

General Information	
Jurisidiction Name	Mariposa County - Unincorporated
Reporting Calendar Year	2024
Contact Information	
First Name	Steve
Last Name	Engfer
Title	Planning Director
Email	sengfer@mariposacounty.org
Phone	2099665151
Mailing Address	
Street Address	PO Box 2039
City	Mariposa
Zipcode	95338

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

Click here to download APR Instructions

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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Jurisdiction	osa County - Unincorporated	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	08/31/2019 - 08/31/2024

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		56
Total Units		**56**

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	0	12	16
Single-family Detached	0	15	26
2 to 4 units per structure	0	4	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	5	6
Mobile/Manufactured Home	0	20	23
Total	**0**	**56**	**71**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	0	0
Not Indicated as Infill	54	56

Housing Applications Summary	
Total Housing Applications Submitted:	53
Number of Proposed Units in All Applications Received:	54
Total Housing Units Approved:	45
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	**# of**	**Units**
Ministerial	52	53
Discretionary	1	1

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	47
Sites Rezoned to Accommodate the RHNA	0

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Mariposa County - Unincorporated		***Please note, Mariposa County is currently still working compliance for the 7th Cycle (2024-2029) Housing Element Update and will have updated programs, including their progress, for the next reporting cycle (2025).***
Reporting Year	2024	(Jan. 1 - Dec. 31)	

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
1.1		**January of each year (Annual General Plan Review)**	**Ongoing: Planning, Building, and Health Departments have implemented an online permitting software to generally improve permit streamlining. The software and other permit procedures will continue to be evaluate to reduce cost and time associated with permitting.**
1.2	**The Building Department will not impose any requirement for construction other than those mandated by State law, the General Plan, or those necessary to maintain the health and safety of citizens.**	**2019-2024**	**Ongoing**

1.3	**Mariposa County will require replacement housing units subject to the requirements of Government Code Section 65915, subdivision (c)(3) on sites identified in the site inventory (Appendix A) when any new development (residential, mixed-use or non-residential) occurs on a site that has been occupied by or restricted for the use of lower-income households at any time during the previous five (5) years. This requirement applies to: •Non-vacant sites; and •Vacant sites with previous residential uses that have been vacated or demolished.**	**The replacement requirement will be implemented immediately and applied as applications on identified sites are received and processed.**	**Ongoing**

2.1	**The Comprehensive Housing Program Implementation Study was approved by the County Board of Supervisors on June 19, 2018. The Study includes a list of Action Items that will help facilitate the development of housing for all income groups, including special needs groups. The County shall pursue grant funding to 1) implement the Action Items listed in the Study; and 2) update the Comprehensive Housing Program Implementation Study and associated Housing Condition Survey by the within the 2019-2024 Housing Element planning period. Possible funding can be through application to the California Department of Housing and Community Development (HCD) for Senate Bill 2 funding, which provides funding and technical assistance to help jurisdictions prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.** **Particular attention shall be given to programs that promote and facilitate the development of affordable housing, specifically, housing for extremely low, very low, low and moderate income**	**Implement Recommendations: By end of 2024** **Apply for funding as funding is available** **Update Comprehensive Housing Program Implementation Study by end of 2024**	**Ongoing: Many items in the action plan were completed during the 2019-2024 planning period while other programs, such as housing rehabilitation, were unsuccessful. Pursuit of the action plan will continue with a context driven adaptive strategy.**

2.2	**The County of Mariposa shall collaborate with the National Park Service and its concessioner, the County's lodging industry, and private enterprise to resolve housing issues. The County shall:** **a)Coordinate with the NPS, Yosemite National Park concessioner, and adjacent Yosemite National Park gateway communities to address housing needs, considering the conclusions and recommendations of the Merced River Plan (2014).** **b)Continue to collaborate with the NPS on the Yosemite Area Regional Transportation System (YARTS) to provide reliable and affordable transportation for people who live in Mariposa County communities and have jobs in Yosemite Valley or the City of Merced.** **c)Complete and implement recommendations of the Town of Mariposa Transportation Center Feasibility Study Phases I and II and related implementation programs and projects to support and establish effective inner- and inter-County transit and transportation between Mariposa and Yosemite National Park and to**	**2019-2024**	**Ongoing: The County adopted the Integrated Mobility and Housing Strategy in January of 2023. This study analyzed specific locations and strategies for providing workforce housing and transportation to NPS employees. This plan satisfied item 2.2d1 from the adjacent table. It also led to an award from the Strategic Growth Council Transformative Climate Communities Grant program to begin planning a workforce housing neighborhood in the town of Mariposa.** **This program continues to be relevant and will be maintained.**

2.3	**The County shall promote, support, and assist public agencies and private entities to apply for funds from available state and federal programs to provide very low, and low to moderate income housing. The County will:** **a) Identify sites where low and moderate income housing is supported by proximate transportation amenities and services, development policies and regulations, and infrastructure;** **b) Apply for state and federal funds on behalf of housing providers when funding sources require public agency involvement;** **c) Support funding applications by housing providers;** **d) Offer and support regulatory and financial incentives, such as density bonuses and fee waivers, for projects that include housing units affordable to very low- and/or low-income households.**	**Implementation of the Comprehensive Study in 2019-2024**	**Ongoing**

2.4	**The County shall review Sections 17.108.100 and 17.339.020 of the Zoning Ordinance, and if necessary, amend these sections to modify the Density Bonus Ordinance to be consistent with Sections 65915 through 65917 of the Government Code. The County shall modify ordinances to be consistent with the density bonus standards identified in Government Code Sections 65915 – 65917. The County will apply current State Law to any density bonus request prior to any revision of related local ordinances.** **During this update, the County should also consider the appropriateness of offering density bonuses to developers proposing workforce housing projects on larger properties, when the facility will be limited to workforce housing for a defined period.**	**Adopt Revisions as part of Zoning Code Update**	**Ongoing: At the close of 2024, the County is working on the comprehensive Development (zoning) Code Update that is taking an in-depth review of additional allowances in the State density code statute that could be offered locally.**

2.5	**The County shall continue to allow accessory dwelling units (ADUs) in conjunction with single-family residences in conformance with state law. The County shall review and amend the, Zoning Ordinance (Title 17), Mariposa Town Plan, Coulterville Town Plan, Fish Camp TPA Specific Plan, and if necessary, Title 15, Buildings and Construction to be consistent with State law. As part of this update, the County will pursue amendments to implement Junior Accessory Dwelling Units (JADUs) as allowed by State Law. JADUs and ADUs will not be eligible for conversion to vacation rental occupancies. Dwelling units developed pursuant to the county's existing "secondary residence" provisions (not benefiting from current housing law concessions for ADUs and JADUs) may continue to be eligible for vacation rental occupancies.**	**Adopt Revisions as part of Zoning Code Update**	**Ongoing: the comprehensive Development Code (Zoning) Update is still ongoing at the end of 2024 and incorporates Section 17.54 which includes all current ADU statutes. Additionally, the County has developed an award-wining ADU workbook through a Regional Early Action Planning Grant. Further, the County implemented an ADU compliance program to ensure ADUs are tracked and used for long-term community housing. The County also launched an ADU preapproved plans gallery for compliance with AB 1332 and is in the process of developing a ADU incentive program to accelerate the construction of ADUs.**
2.6	**The County shall continue to allow manufactured housing and mobile homes on single-family lots in residentially zoned areas, maintain mobile home park zoning, and will not adopt unreasonable restrictions regarding their size or architectural features which would prevent manufactured housing or mobile homes from being placed in these areas.**	**2019-2024**	**Ongoing**

2.7	**In an effort to address temporary seasonal housing within the County, the County will process an amendment to the Zoning Ordinance to define the limits of stay and development standards within existing and new Recreational Vehicle (RV) parks within the County. These extended stay RV parks would be reviewed as high-density residential uses.**	**Adopt Revisions as part of Zoning Code Update**	**Ongoing: This program is being reviewed as part of Develoment (Zoning) Code Update project.**
2.8	**The County shall actively support homeownership programs. These programs shall be specific to ongoing, permanent housing program administration and management initiatives resulting in the development, maintenance and rehabilitation of housing for all economic segments of the community and unique housing needs.**	**By end of 2020**	**Ongoing: The County Board of Supervisors approved four (4) homeownership programs in 2019 and 2020. CDBG and HOME First time Home buyers and Owner Occupied Housing Rehabilitation grant funds were secured by the County in 2020 but the programs have not been successful do to income eligibility levels compared to the high market cost of homes in the region.**
2.9	**As allowed by State and Federal laws, the County will target and market its programs so that local residents and workers have an equal or preferential opportunity to participate.**	**2019-2024**	**Ongoing**
2.1	**The County will monitor other jurisdictions' adoption of codes and policies, to enable occupancy of Park Trailers (a recreational vehicle, as defined by State Law), as an ADU. The County may pursue a County Code amendment, to facility this program, if legality is determined.**	**2019-2024**	**Completed.**

3.1	**Whenever the County updates its zoning ordinance, general plan or area plans, it shall ensure that enough land is set aside for all types of residential development, including mixed-use development provisions. The County will annually review its General Plan for potential adjustments. Every five years the County anticipates updating the plan to reflect new information and priorities for the short-term (less than five years), mid-term (five to ten years), and long-term (more than ten years). During these update periods, the County may adjust land use designations to reflect changing needs and demands for housing.**	**Annual review with potential revisions every five years.**	**Ongoing**
3.2	**The Planning Department will conduct land use surveys in Planning Areas as plans are prepared to identify vacant land that is residentially zoned or has residential potential, or can be served with water or sewer service. The Planning Department will use this information to identify the highest and best use for lands that could support higher residential densities.**	**2019-2024**	**Ongoing: The Integrated Mobility Housing Strategy adopted by the Board of Supervisors in 2023 included an additional analysis of potential development of residential parcels many with water and sewer.**

3.3	**The County shall assist special districts to expand and improve their sewer or water service capabilities consistent with the General Plan through assistance in accessing grants and loans from state and federal agencies and funding technical and planning studies, if needed to support such applications. The County Water Agency is actively involved in the protection and development of water resources and works with independent and dependent Special Districts by providing funds. The Water Agency of the County meets and provides opportunities for districts and other agencies in water development to discuss projects and needs. The County's assistance efforts shall include:...**	**2019-2024**	**Ongoing**
3.4	**The County shall update its Geographical Information System (GIS) to evaluate and identify residential development for land beyond the Mariposa, Fish Camp, Wawona Town and Coulterville Planning Areas and other Planning Areas served by community water and sewer. As data and information becomes available, it shall be incorporated into Chapter 4 of the 2019-2024 Housing Element.**	**2019-2024**	**Ongoing: An udpated and more rigorous opprtunity sites analysis will be included with the 7th Cycle (2024-2029) Housing Element update.**
3.5	**The County shall collaborate with the Yosemite National Park concessioner to provide affordable workforce housing within areas that have adequate infrastructure and services capable of supporting such housing.**	**2019-2024**	**Ongoing: Mariposa County Housing Policy states the importance of collaboration with the National Park Service and its concessioners – major providers and consumers of the County's public and private housing stock – to address mutual housing challenges and opportunities. The County has not been approach by the Yosemite National Park Concessioners during the planning period.**

3.6	**Upon adoption, the County shall deliver a copy of the Housing Element to water and sewer providers within the County and shall coordinate with said providers to assure procedures are available to grant priority service to developments within their service area which are to be made affordable to lower income households.**	**Immediately upon adoption of the 2019-2024 Housing Element**	**Completed.**

4.1	**The Comprehensive Housing Program Implementation Study was approved by the County Board of Supervisors on June 19, 2018. The Study includes a list of Action Items that will help facilitate the development of housing for all income groups, including special needs groups. The Comprehensive Housing Program Implementation Study included an Evaluation of Mariposa County Housing Conditions to evaluate and implement programs that address preservation and maintenance of housing for all economic segments of the community. The County shall implement the Preliminary Recommendations of the Housing Conditions Report and in coordination with the implementation of Program 2.1, shall actively apply for Funding.** □ **Residential Rehabilitation - The County shall evaluate the use of both State Community Development Block Grant (CDBG) Program and USDA programs to create a robust rehabilitation effort targeting units affordable to extremely low, very low, low and moderate income residents throughout the County.** **Rental housing units assisted by the**	**Complete Housing Conditions Survey; 2020-2021** **□Program Funding; 2020** **□Program Implementation: 2019 - 2024**	**Ongoing: As noted in Program 2.8 above, the CDBG and HOME Owner Occupied Housing Rehabilitation program was unsuccessful due to the high cost of rehabilitation construction and insurance cost burden for lower income residents that were eligible for the funds. This program will continue, but staff will need to consider the feasibility of State program requirements and private market trends.**

4.2	The County shall periodically evaluate any potential nexus between the reduction in the County's supply of housing and the conversion of units to vacation rental units. The study shall evaluate any effect of conversions on the supply of housing for all economic segments of the community and the supply of affordable employee housing, in particular. Should such a study determine that the annual or cumulative number of conversion of units adversely affects the supply of housing for any economic segment of the community, the study shall consider appropriate measures to mitigate impacts.	2020 and at five-year intervals	Ongoing: Reviewed as part of General Plan Annual Report. Mariposa County Staff has completed the short-term rental study and has been directed by the Board of Supervisors to implement administrative efficiency updates, pursue the development of pre-approved plans, and re-evaluate the effect of the Yosemite National Park Service peak reservation system.
4.3	Because Code Enforcement compliance is primarily complaint based, the County will continue to encourage voluntary code compliance by providing guidance and technical assistance to residents who wish to make their own repairs.	2019-2024	Ongoing: Preliminary recommendations have been discussion by the Code Compliance Advisory Committee and Planing Commission to be included in the Development Code (Zoning) Update.
4.4	The County will continue to enforce adopted Housing, Electrical, Fire Prevention Codes and the Health and Safety Regulations.	2019-2024	Ongoing
4.5	The County shall collaborate with the National Park Service and its concessioners to facilitate homeowner loans for remodeling, rehabilitation, or replacement for areas of housing within Old El Portal.	2019-2024	The County worked with low income residents in El Portal to issue the Owner Occupied Housing Rehabilitation loan through the County's Community Development Block Grants Housing rehab award. These loans could not be underwritten due to the ownership model in the NPS administrative area and the fact that home owners do not own the land on which their home is located. That land is secured through an administrative use permit. This program will not continue.

5.1	**Beginning with Program 2.1, and on an annual basis thereafter, Mariposa County shall evaluate special housing needs and related programs.**	**Annually review Programs specific to special housing needs.**	**Ongoing**
5.2	**The County will provide assistance to developers of affordable housing consisting of housing to accommodate special needs residents by providing information regarding sites identified in the Housing Element for development of affordable housing and housing for the special needs population, streamlining development review, and providing fee waivers for those proposing to develop such housing.**	**2019-2024**	**Ongoing**
5.3	**The County shall provide information on available sites identified in the Housing Element, provide development fee waivers, and expedite processing for projects that include housing units for lower income categories (Extremely Low, Very Low and Low). The County shall annually update the list of sites suitable for development of affordable housing contained in the Housing Element. The County shall prioritize such assistance to organizations and individuals proposing to develop housing for extremely low-income households.**	**2019-2024**	**Ongoing**

5.4	**The County shall identify funding opportunities and establish collaborative private/public partnerships to encourage the development of senior rental and for-sale housing, congregate care facilities, assisted living facilities, and convalescent hospitals to meet the needs of County residents.**	**2019-2024**	**Ongoing**
5.5	**Provide information to the public regarding adopted regulations and standards that allow 24-hour community care facilities (group homes) for seven or more persons with disabilities. The County shall develop an informational brochure and make it available at all County Department Offices and on-line. This brochure will include information related to the County's adopted regulations and standards for 24-hour community care facilities.**	**By end of 2019, and updated annually, as needed**	**Ongoing: Information is made available to the public regarding adopted regulations and standards to allow 24-hour community care facilities (group homes) for seven or more persons with disabilities. The County is in the process of preparing an upate to the County's website. This program will be updated and continued.**
5.6	**The County shall refer residents to the Central Valley Regional Center (Fresno) for housing and services available for persons with developmental disabilities. Information on these services shall be provided on the County's website. As available, the County may pursue State and Federal monies for direct support of housing construction and rehabilitation specifically targeted for housing for persons with developmental disabilities.**	**2019-2024**	**Ongoing**

5.7	**The County shall support and facilitate non-profit organizations and individuals with interagency review, staff time and expertise in applying for funds from available State and federal programs to provide housing for households with special needs, including the disabled, elderly and very low and low income households.**	**2019-2024**	**Ongoing**

5.8	Each January, the Health and Human Services Agency, along with community partners, will conduct a Point in Time Count to learn about the on-going needs of the homeless population and to compare those needs to surveys conducted the previous year. From this information, goals will be updated at least every 3 years to ensure the County is able to address the specific needs of the population regarding housing, living conditions, family circumstances, access to and use of social services and employment. Needs may be addressed by the following (including but not limited to): •Seeking and applying for grants and resources to fund program; •Developing and implementing programs and strategies to meet the needs of the homeless community; •Acting as a liaison with community partners, landlords, the Stanislaus County Housing Authority, the Central Sierra Continuum of Care, and other entities identified as part of the Comprehensive Housing Program Implementation Study; •Managing and administering existing programs in the Department including	2019-2024	Ongoing: The County Board of Supervisors adopt an ordinance on February 20, 2024, to amend Chapters 15.10.040 and 15.10.080 of Mariposa County Code to permit emergency pallet shelters for the homeless community.

5.9	**The County will provide expedited development project review, fee waivers and, if funding is available, infrastructure subsidies to encourage the construction of housing for senior citizens and employees in locations that provide efficient and cost-effective access to governmental, commercial and medical facilities.**	**2019-2024**	**Ongoing**
5.1	**The County shall enable, through zoning regulations, non-profit and for-profit organizations, and individuals to provide child day care facilities in appropriate areas of the County.**	**2019-2024**	**Ongoing: per Maripsoa County Code 17.108.170, the County has enabled the allowance of childcare facilities in most areas of the County.**

5.11	**The County will take measures to encourage and facilitate the production of housing for permanent and seasonal employees, such as supporting applications for funding development, developer identification, maintaining an inventory of suitable sites, and ensure zoning and development standards facilitate a variety of housing types for seasonal employee housing needs.** **The County will review the zoning code to ensure that zoning and development standards encourage a variety of housing types for seasonal housing needs, including multi-family, manufactured housing, mobile homes, single room occupancy, boarding houses, second units, workforce residential neighborhoods, and extended stay RV parks. Pursuant to Program 2.4, the County will evaluate the appropriateness of offering density bonuses to developers proposing workforce housing projects on larger properties, when the facility will be limited to workforce housing for a defined period. The definition of and allowances for employee housing, as contained in the Zoning Ordinance, will be evaluated to determine the**	**Review County Zoning Code in 2020 and incorporate amendments into Zoning Code Update** **Develop informational brochure within one (1) year following the adoption of the Housing Element** **Ongoing review of Zoning Code and County Policies during the Planning Period of 2019 – 2024**	**Ongoing:**

5.12	**The County will explore the feasibility of an amendment to the General Plan to increase the allowable residential density within the Mountain Home Zone (MHZ) and the Rural Residential Zone (RRZ) to allow for consistency with Section 17.108.100 of the County's Zoning Ordinance, for Planned or Cluster Residential Developments. If determined to be feasible, the County shall amend its General Plan to increase the allowable density within the MHZ and RRZ Zone Districts, for these developments.**	**2019-2020**	**Being reviewed as part of Development (Zoning) Code update.**
6.1	**The County will offer home weatherization programs and support other agencies' efforts in this area by providing information to the public and referrals on weatherization assistance programs. Said support shall come in the form of staff time and availability to assist in seeking out Federal and/or State funding available for weatherization.**	**2019-2024**	**Ongoing**
6.2	**The County shall encourage passive solar design in new residential construction to reduce energy usage and costs.**	**2019-2024**	**Ongoing**

6.3	**The County shall initiate a General Plan Amendment (GPA) to modify the Mariposa County General Plan and Environmental Impact Report to be in compliance with the amended Guidelines for greenhouse gas emissions. This GPA will examine impacts for all mandatory and optional elements of the General Plan. The GPA shall evaluate policies and mitigation measures leading to reductions in emissions. This might include, but not be limited to: energy efficient building design, proper site and cooling systems, education of the public on existing incentives, and water efficient and properly located landscaping.**	**Complete a General Plan Amendment to be in compliance with CEQA Guideline Amendments by 2020.**	**Not started**
7.1	**The County shall continue to support economic diversification and higher wage employment to increase homeownership opportunities.**	**2019-2024**	**Ongoing: The County hired a Housing Development Specialist in 2019 that joined the efforts of the Economic Development Specialist in the County Administration. These positions were shifted to the Planning Department in 2023 and the Economic Development Specialist position is yet to be filled. The Community Design and Development team in the Planning department has produced several analytical studies that could be used by employers looking to invest in businesses that bring higher wage jobs to the community. Additionally the Public Works and Planning Departments have implemented several Caltrans and EDA projects to update and beautify the downtown portion in Mariposa with the hopes of attracting new opportunities for County residents.**
8.1	**The County shall continue to apply for emergency housing funds from State and Federal sources and shall use awarded funds to develop and provide emergency housing.**	**Apply for funding annually**	**Ongoing**

8.2	**The County shall amend the Zoning Ordinance to clarify the definitions of emergency shelters, transitional housing, and supportive housing in accordance with Section 65582 of the Government Code, and as defined in the California Health and Safety Code.** **The County shall continue to permit such housing in accordance with Section 17.334.070 (transitional and supportive housing) and Section 17.320.020.A.1 (General Commercial Zoning District), Section 17.324.020.A.1 (Public-Quasi Public Zoning District) and Zoning Ordinance Section 17.336.130 (Emergency Shelter Standards).**	**Amend Zoning Code to clarify definitions of emergency shelters, transitional housing, and supportive housing in accordance with Section 65582 of the Government Code.**	**Ongoing: Continued as part of the Development (Zoning) Code update**

8.3	**Adopt, as necessary, amendments to the zoning ordinance to clarify allowances of residential and institutional uses related to the Single Room Occupancy housing.** **The Mariposa County Zoning Ordinance definition of "Hotel" includes a description of uses that include the concept of Single Room Occupancy (SRO). The Mariposa County Zoning Ordinance was amended in 2016 to include a definition of Single Room Occupancy (Section 17.148.010; Ordinance No. 1116). Mariposa County will incorporate regulations which specify allowances for this land use and include standards for the design and location of SROs within Town Planning Areas. While Mariposa County Code does not have specific residential uses called Single Room Occupancy, the code provides for a wide variety of housing types that serve these needs including, but not limited to, multi-family residential, single-family residential, and boardinghouses or lodging houses. The County will amend the code to clarify the allowances of Single Room Occupancy housing. Single Room Occupancies will not be eligible for**	**Review Zoning Code for uses related to Single Room Occupancy housing, and if necessary, amend Zoning Code to clarify allowances in residential and institutional uses.**	**Completed by the adoption of Ordinance No. 1090.**

8.4	**Supportive housing shall be a use by right where multi-family and mixed uses are permitted, including nonresidential zones permitting multifamily uses, if the proposed housing development satisfies certain requirements as prescribed in Government Code Article 11, Section 65650 et. al. The County shall review and amend as necessary the Zoning Code to be consistent with Senate Bill 2162 (Government Code 65650).**	**Amend Zoning Code to be consistent with State law.**	**Ongoing: Being reviewed as part of Development (Zoning) Code update**
8.5	**The County shall review and amend as necessary the Zoning Code to be consistent with the Employee Housing Act (Division 13, Part 1 of the California Health and Safety Code, commencing with Section 17000.**	**Amend Zoning Code to be consistent with State law.**	**Ongoing: Being reviewed as part of Development (Zoning) Code update**
9.1	**Provide information and referrals concerning fair housing and housing discrimination to help ensure that fair housing practices are followed. Continue to refer complaints regarding discriminatory housing practices to the Stanislaus County Housing Authority and/or other Departments and Agencies developed identified in the Comprehensive Housing Program Implementation Study.**	**Ongoing**	**Ongoing**
9.2	**The County will post information on fair housing laws and the process for filing discrimination complaints in the library and its branches, on the County's website, and at all County offices.**	**Ongoing**	**Ongoing**

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: County Clerk, County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: Mariposa County
Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Project Title: 2024 General Plan Annual Report (County Project No. PLAN-INTER-2025-00028)

Project Location: Countywide

Description of Project: 2024 General Plan Annual Report (County Project No. PLAN-INTER-2025-00028)

The 2024 Annual Report contains a review of the General Plan policies, programs and implementation measures that were addressed during the 2024 calendar year. It also describes planning activities that are in process and remaining anticipated in 2025 through 2026 and subsequent years to achieve full consistency between General Plan policies and County development regulations.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Person/Agency Carrying Out Project: County of Mariposa

Exempt Status: Class 6 Categorical Exemption [Section 15306)]

Reasons Why Project is Exempt: The Annual Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

Lead Agency Contact Person: Steve Engfer

Phone Number: (209) 966-5151

_____ _____
Steve Engfer
Planning Director

Date

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No 2025- **A resolution recommending that the Board of Supervisors accepting the 2024 General Plan Annual Progress Report and approving the 2025 Schedule of General Plan Amendments.**

WHEREAS, the laws of the State of California require Mariposa County to adopt and maintain a General Plan to guide the long-term development of the County, pursuant to Government Code Section 65300 et seq.; and

WHEREAS, State Government Code Section 65400(a)(2) requires that an annual report be prepared on progress in the implementation of the General Plan, and progress the County is making regarding meeting its share of regional housing needs; and

WHEREAS, a draft 2024 General Plan Annual Progress Report was prepared in accordance with the requirements of the State law, and was made available for public review; and

WHEREAS, the draft 2024 General Plan Annual Progress Report was submitted to the Governor's Office of Land Use and Climate Adaptation (LUCI) and the State Housing Community Development Department (HCD) by the April 1, 2025, deadline and the General Plan Annual Progress was accepted by HCD on March 28, 2025, and accepted by LUCI on April 30, 2025; and

WHEREAS, a duly noticed Board of Supervisors public hearing on the 2024 General Plan Annual Progress Report was scheduled for the 18th day of November 2025; and

WHEREAS, the Board of Supervisors did hold a public hearing on the 18th day of November and considered the information provided by County Departments and in the public record, including the 2024 General Plan Annual Progress Report.

NOW THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors accept the 2024 General Plan Annual Progress Report, approve the 2025 Schedule of General Plan Amendments as shown in Exhibit A; the Board find these actions are categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15306.

ON MOTION BY _____, seconded by _____, this resolution is duly passed and adopted on the 18th day of November 2025 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Rosemarie Smallcombe, Board Chair
Mariposa County Planning Commission

Attest:

_____
Danielle Bonshu, Clerk of the Board

Approved as to form:

_____
Kevin Briggs, Interim County Counsel

EXHIBIT A

Schedule of 2025 General Plan Amendments

	Applications	**Application Deadline**	**Planning Commission Public Hearing**	**Board of Supervisors Public Hearing**
	Review of 2024 Annual Report	n/a	November 7, 2025	November 18th
One - (private or public)	TOPOS Ventures	May 1	April 4th	May 20th 2025
Two - (private or public)	Blackberry Inn	August 30	August 22nd 2025	October 7th 2025
Three - (private or public)	7th Cycle Housing Element Update	TBD as necessary	Admin Review Complete June 6th 2025	December 16th 2025
Four - (private or public)	TBD as necessary	TBD*	TBD*	TBD*

*Public hearing dates are not definite until they have been noticed and advertised.

MARIPOSA COUNTY GENERAL PLAN ANNUAL REPORT 2024

BOARD OF SUPERVISORS PUBLIC HEARING

NOVEMBER 18TH, 2025

PURPOSE OF ANNUAL REPORT

- State Law and the Mariposa County General Plan requires a report be prepared each year on the General Plan
- The Report reviews the General Plan policies, programs and implementation measures that were addressed in 2024.
- The Annual Report does not amend the General Plan.
- The Report is one tool that the County uses to evaluate the goals and objectives in the General Plan for internal consistency.

Table 1: Mariposa County General Plan Elements

Mandatory Elements	Year Adopted	Last Comprehensive Update	Last Amendment
Land Use Element	2006	N/A	**11/2023**
Circulation, Infrastructure, and Services Element	2006	N/A	**N/A**
Housing Element	2016	8/2019	**N/A**
Conservation and Open Space Element	2006	N/A	**2015**
Noise Element	2006	N/A	**N/A**
Safety Element	2006	N/A	**10/2017**
Environmental Justice			
Optional Elements			
Agricultural Element	2006	N/A	**N/A**
Economic Development Element	2006	N/A	**N/A**
Arts and Culture Element	2006	N/A	**N/A**
Local Recreation Element	2006	N/A	**N/A**
Regional Tourism Element	2006	N/A	**N/A**
Historic and Cultural Resources Element	2006	N/A	**N/A**
Volume II-Area Plans			
Coulterville Town Planning Area Town Plan	1980	N/A	**2016**
Catheys Valley Community Plan	2012	N/A	**2020**
Fish Camp Town Planning Area Specific Plan	1983	N/A	**2019**
Wawona Town Planning Area Specific Plan	1987	2012	**2016**
Mariposa Town Planning Area Town Plan	**1992**	**N/A**	**2021**

- **The following table summarizes the elements included in Mariposa County's General Plan:**
- **There are eight required elements and optional elements can be included at the discretion of the local jurisdiction.**

NO AMENDMENTS COMPLETED IN 2024

AREA PLANS IN PREPARATION

01

Midpines Community Plan:

- Work continued Draft Plan and completed in 2023
- Environmental Review Underway 2024
- Adoption to be scheduled

02

Mariposa Town Task Force 2024:

- Recruitment underway

STRATEGIC IMPLEMENTATION PLAN

- In August of 2017, the County initiated a project to develop a Strategic Implementation Work plan to prioritize and guide the implementation of the General Plan.

- The Strategic Implementation Work Plan was developed to identify specific work tasks along with a recommended priority, through a series of workshops and discussions. The Strategic Implementation Work Plan was accepted by the Board of Supervisors in March of 2018.

- The Strategic Implementation Work Plan is a 5-year work plan to implement the General Plan. A copy of the complete table identifying all the tasks and schedule is attached to the report.

- Significant progress made through 2024 on the Development Code update/General Plan implementation project. Public review process in 2025 and completed by 2026

- Preparing for the 2026 General Plan 20-year rewrite

STRATEGIC IMPLEMENTATION PLAN

- Hotel and Conference Center Feasibility Study 2024
- Short Term Rental Study 2024
- Southern Sierra Miwuk Nation Strategic Plan 2024
- Midpines Community Plan
- Zoning Ordinance Update/Subdivision Ordinance
- Agriculture & Working Landscape Conservation Plan 2024
- Mariposa County Active Transportation Plan 2024
- 2024 Housing Element Update required
- Mariposa Town Plan Update: On hold

RHNA PROGRESS

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

		1		2								3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 01/01/2019-08/30/2019**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**				**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	51	-	-	-	-	13	-	-	-	-	-	13	**51**
	Non-Deed Restricted		-	-	-	-	13	-	-	-	-	-		
Low	Deed Restricted	26	-	-	1	-	18	-	-	-	-	-	18	**25**
	Non-Deed Restricted		-	-	-	-	18	-	-	-	-	-		
Moderate	Deed Restricted	37	-	-	-	-	1	-	-	-	-	-	1	**37**
	Non-Deed Restricted		-	-	-	-	1	-	-	-	-	-		
Above Moderate		81	46	17	55	12	61	54	56	-	-	-	301	-
Total RHNA		**195**												
Total Units			**46**	**17**	**56**	**12**	**93**	**54**	**56**	**-**	**-**	**-**	**322**	**113**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2								6	7
	Extremely low-Income Need		**2019**	**2020**	**2021**	**2022**	**2023**	**2024**			**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	26		-	-	-	11	-	-	-	-	-	-	**26**

HOUSING ELEMENT IMPLEMENTATION

- The 2019-2024 Housing Element demonstrates that the County can accommodate assigned RHNA (Regional Housing Needs Allocation). The actual creation of new housing is the responsibility of the private housing sector.

- The Housing Element identifies several new programs that are necessary to meet legislative requirements. Each Housing Element program and its implementation status are summarized in Annual Report.

- 2024 Housing Element 7th Cycle Update Required
  - Housing Programs Advisory Committee, with 3 Ad-Hoc Committees completed their review. Staff completed update in house.
  - Administrative submitted to HCD on June 9, 2025. HCD revisions letter received September 9th and staff resubmitted changes September 26.

HOUSING UNITS:
9,832

RHNA 2024-2029:
2 LOW INCOME HOMES

HOMES LOST IN FIRE:
127 in Oak/70 in Detwilier

HOUSING ELEMENT IMPLEMENTATION

- Integrated Mobility and Housing Strategies study Jan 2023
  - Missouri Gulch Strategic Growth Council award
- Mariposa Creek Parkway Phase IV Plan adopted in 2024
  - Fournier Bridge Award
- Non-Residential Market Study: Calls for more workforce housing
- Short Term Rental Study Completed in 2024
  - PC has provided BOS with a resolution and recommendations
- Mother Lode ADU workbook Complete Oct 2023
  - Permit Ready Master Plans for ADU's Completed in 2024
  - ADU Accelerator Completed in 2024
- Zoning Ordinance Update
- Subdivision Ordinance Update
- 2024 Housing Element Update required

HOUSING AND VACATION RENTAL CONVERSION

- **Program 4.2 of the 2019-2024 Housing Element requires the County to periodically evaluate the conversion of housing units to vacation rentals. Program 4.2 in the 2024-2029 Housing Element with evaluate the conversion annually.**

- **By the end of 2024 the County has 916 active Short-Term Rentals(STR industry) at the end of 2023 the County had 874 STRs.**

- **Note: As of October 2025, the County has 886 STRs marking the first decline in STR production.**

- **Anecdotal information suggests the lack of available housing has resulted in the following economic development and rural character impacts:**
  - **Hours for local businesses are limited, due to limited available employees.**
  - **Developer willingness to make investments to existing businesses is limited, due to lack of available housing for needed additional employees.**
  - **There is a need for new job generating developments and existing businesses to address availability of housing as part of their projects. Businesses need employees to be successful and employees need locally available housing.**
  - **Higher level positions at Park are increasingly difficult to fill or are going unfilled because there isn't available housing.**
  - **Character of some residential neighborhoods is being impacted by vacations rental occupants.**

- **The County has led a comprehensive study in 2023/2024 to evaluate the STR industry the comprised of an extensive public engagement process and economic analysis. Key findings:**
  - **An economic literature study finding that an increase in STR's in a community affect the affordability of rental and sale housing**
  - **An induced workforce housing demand finding was also made in the study noting that for every two permitted STR's, 1.3 new workforce housing units are needed**

HOUSING AND VACATION RENTAL CONVERSION

- **The Planning Commission formed an AD-Hoc committee to review the STR Study and Provide Recommendations to the Board of Supervisors**

- **Those Recommendation along with Staff and Study Recommendations were presented to the board of Supervisors in March 2024**

- **The Board directed staff to implement administrative process improvements which is happening through the Development Code Update. Additionally, the Board wanted to assess how Yosemite National Park's peak hour reservation system affected the STR and accommodation industry.**

- **The 7th Cycle Housing Element rewrites program 4.2 to annually evaluate the conversion of single-family home to STRs through the General Plan Progress report.**

HOUSING AND VACATION RENTAL CONVERSION

YEAR	NUMBER OF NEW VACATION RENTAL FACILITIES	NUMBER OF CERTIFICATES OF OCCUPANCY	DIFFERENCE BETWEEN NEW HOUSING UNITS AND NEW VACATION RENTAL FACILITIES
2016	74	**47**	**-27**
2017	64	**37**	**-27**
2018	72	**48**	**-24**
2019	71	**60**	**-11**
2020	39	**29**	**-10**
2021	35	**45**	**+10**
2022	71	**39**	**-32**
2023	90	**59**	**-31**
2024	57	**71**	**+14**

IMPLEMENTATION ACTIVITIES

Agriculture Element

- **The Agriculture and Working Landscape Conservation Plan** project was accepted in 2024 providing tools for the General Plan update.

Conservation and Open Space Element

- Accepted the **Urban Greening grant** funds and increased revenue and appropriations in the Planning Department budget to recognize the grant funding ($911,850). The Urban Greening program provides funding to reduce greenhouse gas emissions.
- Adopted the Mariposa County Air Pollution Control District Federal 70 parts per billion ozone attainment plan.

Historic and Cultural Resources Element

- **National Endowment for the Arts Our Town grant** award for $75,000 to fund the historic preservation in the present tense by integrating Creative Placemaking policy and Historic Design Review Guidelines was awarded. Note: this was rescinded in 2025.

Safety Element

- Approved an agreement with CAL FIRE for command-and-control dispatch services from July 1, 2023, to June 30, 2026, in an amount not to exceed $3,914,038.
- Approved an agreement in an amount not to exceed $2,279,793 for extended fire protection availability (Amador) services from July 1, 2023, to June 30, 2026.
- Approved an automatic aid agreement with Tuolumne County Fire for immediately dispatched mutual aid to enhance current emergency response. The agreement allows both counties to automatically send a predetermined number of resources to assist each other in the event of pre-identified emergencies.
- Awarded the 2023-2024 CCI CAL FIRE Wildfire Prevention Grant application for up to $300,000, in cooperation with Mariposa County Public Works, to treat roadside vegetation in high and very high wildfire risk areas along county-maintained roads and conduct a roadside vegetation management education campaign.
- Kicked off the update to the Local Hazard Mitigation Plan with CalOES
- Kicked off the conceptual design of “The Hatchery,” a community resiliency hub located in the Phase IV section for the Mariposa Creek Parkway.
- Received a Caltrans Sustainable Transportation Planning Grant program for $500,000 to fund the Mariposa Town Transit and Economic Development Initiative.

IMPLEMENTATION ACTIVITIES

Regional Tourism Element

- Adopted the Hotel and Conference Center Feasibility Study(2024)
- Adopted the Initial Study/Mitigated Negative Declaration and mitigation monitoring program for the Mariposa Creek Parkway Phase III and Trailhead project.
- Kicked off the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency project design and permitting.
- Kicked off an Environmental Enhancement and Mitigation grant funds program and approved an agreement with Sierra Foothill Conservancy for the Mariposa Creek Parkway Native/Plant Restoration project.
- The Board adopted the Mariposa Creek Parkway Phase III Trailhead and Destination Park. This design project is funded through an Economic Development Agency grant.
- The Board adopted the Mariposa Creek Parkway Phase IV Special Plan, as discussed above.
- Began design of the Fournier Road Bridge with a grant funded by the Local Transportation Climate Adaption program. This was a direct recommendation from the Mariposa Creek Parkway Phase IV plan for infrastructure improvement.
- Construction was completed on the Mariposa Gateway Elements project.

PUBLIC COMMENTS RECEIVED

- TBD

2024 GENERAL PLAN ANNUAL REPORT

Annual Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

2024 GENERAL PLAN ANNUAL REPORT

Recommended Actions

•Following consideration and public testimony on the General Plan Annual Progress Report for Calendar Year 2024, it is recommended that the Planning Commission take the following actions:

•Consider any changes that should be made to the General Plan Annual Progress Report for Calendar Year 2024;

•Adopt a Resolution from the Mariposa Board of Supervisors:

•Accept the General Plan Annual Progress Report for Calendar Year 2024,

•Direct that final resolution of the General Plan Annual Update Report be provided at the earliest opportunity to the Office of Planning and Research and the Department of Housing and Community Development,

•Find these actions are exempt from CEQA pursuant to CEQA Guidelines Section 15306.

THANK YOU

QUESTIONS?

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2025-1204

MEETING: November 18, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING:** Waive the Second Reading and Adopt an Ordinance Titled Amending the Mariposa County Zoning Map to Rezone Approximately 225.46 Acres of Land Located at 6800 Jerseydale Road in Mariposa, CA (APN 009-190-011, APN 009-190-012 and APN 009-190-013) from the Agricultural Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ), Susan J. Lewis, Karen L. Simmons, Julie A. Fouch, and Mark D. Scott, Successor Co-Trustees of The Walter Scott Family Trust Dated May 15, 1975, Applicants

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RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Waive the Second Reading and Adopt an Ordinance Titled Amending the Mariposa County Zoning Map to Rezone Approximately 225.46 Acres of Land Located at 6800 Jerseydale Road in Mariposa, CA (APN 009-190-011, APN 009-190-012 and APN 009-190-013) from the Agricultural Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ), Susan J. Lewis, Karen L. Simmons, Julie A. Fouch, and Mark D. Scott, Successor Co-Trustees of The Walter Scott Family Trust Dated May 15, 1975, Applicants.

(The first reading of this Ordinance took place on October 7, 2025, in conjunction with the October 7,2025 Board approval of Williamson Act/Land Conservation Act Cancellation Application PLAN-DIS-2025-00010, Timber Exclusive Zone Application PLAN-DIS-2025-00011, Parcel Merger Application PLAN-DIS-2025-00009, and Lot Line Adjustment Application PLAN-DIS-2025-00008.)

BACKGROUND AND HISTORY OF BOARD ACTIONS

October 7, 2025, Board Resolution No. 2025-416 approved Williamson Act/Land Conservation Act Cancellation Application PLAN-DIS-2025-00010, Timber Exclusive Zone Application PLAN-DIS-2025-00011, Parcel Merger Application PLAN-DIS-2025-00009, and Lot Line Adjustment Application PLAN-DIS-2025-00008

February 14, 1978. Board Resolution No. 78-15 Approving the Ag Preserve for LCA Contract Number 18 applicable to the subject parcels.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Approve with amendments; Negative Action would delay the project applications.

FINANCIAL IMPACT

No Planning Department budget action is a part of this request and the application processing fees are

the responsibility of the applicant. Due to this, no financial impact was identified.

ATTACHMENTS

1. ORDINANCE

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
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

(Not to be codified)

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MARIPOSA COUNTY ZONING MAP

WHEREAS, an application for a Timber Exclusive Zone (Zoning Map Amendment) was received on the 31st day of January 2025 from Susan J. Lewis, Karen L. Simmons, Julie A. Fouch and Mark D. Scott, Successor Co-Trustees of The Walter Scott Family Trust dated May 15, 1975 to rezone approximately 225.46 acres of land located at 6800 Jerseydale Road in Mariposa, CA (APN 009-190-011, APN 009-190-012 and APN 009-190-013) from the Agricultural Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ); and

WHEREAS, the Planning Commission held a duly noticed public hearing on Timber Exclusive Zone Application PLAN-DIS-2025-00011 on the 6th day of June, 2025 in accordance with State law and County Code; and

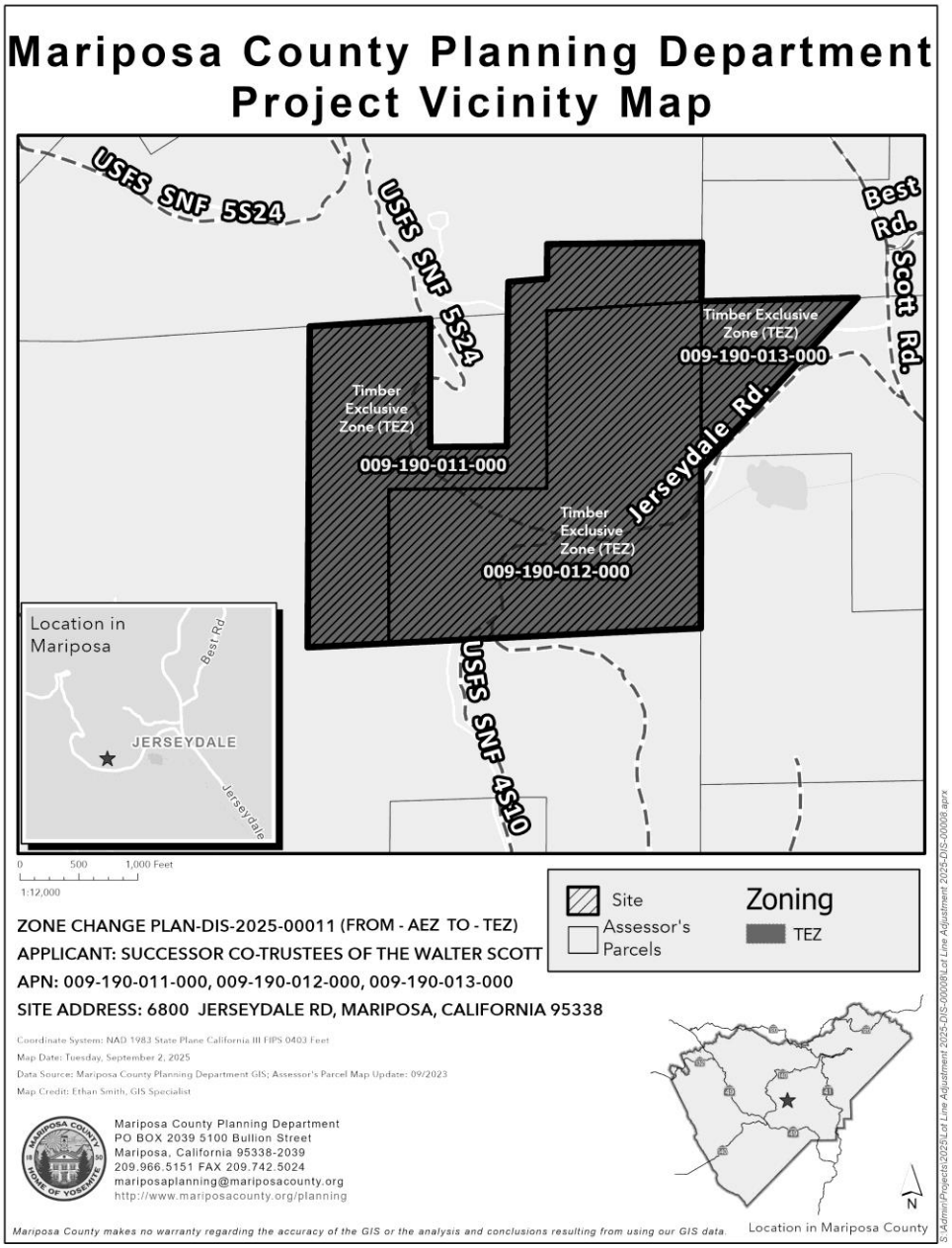
WHEREAS, the Board of Supervisors held a duly noticed public hearing on Timber Exclusive Zone Application PLAN-DIS-2025-00011 on the 7th day of October 2025 in accordance with State law and County Code; and

WHEREAS, findings for Categorial and Common Sense Exemptions were made in accordance with the California Environmental Quality Act (CEQA) and a Notice of Exemption 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 Zoning Map for Mariposa County is amended to rezone approximately 225.46 acres of land including APN 009-190-011, APN 009-190-012 and APN 009-190-013 from the Agricultural Exclusive Zone (AEZ) to the Timber Exclusive Zone (TEZ) as follows:

Project Site Rezoned from AEZ to TEZ



Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this 18th day of November 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:

_____
Kevin Briggs
Interim County Counsel