



Mariposa County

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES FEBRUARY 6, 2024

A. 9:01 AM Called to Order and Roll Call

Chair Menetrey called the meeting to order, noting Supervisor Toso was excused. Supervisor Toso entered right before the Pledge was called.

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	9:01 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Steven Ward/Cal Fire/Mariposa Cal Fire Division Chief introduced Adam Rowe/Batallion Chief 4212 for the Mariposa Area. Chief Rowe noted he loves this community and looks forward to serving it.

Gil Perisol/Commander California Highway Patrol (CHP) introduced the Public Information Officer/Community Outreach Officer. Steven Mullen introduced himself noting he has worked in the community for 6 years now. he noted the board will see him more often.

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

Chair Menetrey read the consent notice and noted that CA.8, CA.10, and CA.12 required a 4/5th vote.

Public comment was received by Mike Brusa/Bear Valley, who commented on CA.1, CA. 2, and CA.5. He noted he has been commenting on CA.1 for months, and the Board knows his position. He also noted he saw a news article about California settling with a group of parents who sued for the school being out. He said this is a way liability gets perverted, noting the State settled as it met its goals. He thanked the Board for their recognition of the Tribe in CA.5. Lastly, on CA.2, he noted his disappointment that this item was on the consent agenda and not the regular agenda.

Jermey Briese/Sheriff commented on CA. 16 giving a shout out and accolades to the county partners who helped in seeking these funds out. He expressed how much it will help the Jail system and how the county integrates.

Steve Engfer/Planning Director, commented on CA 3, thanking the Board for moving this forward expeditiously. He noted Mr. Brinkman has been great to work with.

Supervisor Smallcombe commented on CA. 2, which resulted in the item being pulled for an amendment vote.

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

- CA1. **Health and Human Services Agency**
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

- CA3. **Administration**
Appoint Mike Brinkman as Interim Director of the Building Department Effective December 12, 2023

- CA4. **Agricultural Commissioner**
Approve the Exotic Pest Detection Trapping Agreement No. 22-1694-021-SF for FY 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

- CA5. **Board of Supervisors**
Approve a Letter of Support for the Henness Ridge Acquisition and Tribal Stewardship Initiative; and Authorize the Board of Supervisors Chair to Sign the Letter

- CA6. **Clerk of the Board**
Approve the December 12th, 19th, 2023, and January 9th, 2024, Board of Supervisors Meeting Minutes

- CA7. **Fire**
Approve an Increase in Extra-Help Hours from 860 Hours to 1300 Hours for the Reserve Firefighter I/II Position in the Mariposa County Fire Department

CA8. Health and Human Services Agency

Approve and Accept a Grant Award from the Center at Sierra Health Foundation (SHF) in the Amount of \$1,000,000; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; Authorize the Health and Human Services Agency Director to Submit and Sign any Documents Related to the Grant for Implementation and Reporting (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the HEARUS Budget to Implement the Grant Agreement with SHF (\$1,000,000) (4/5ths Vote Required)

CA9. Health and Human Services Agency

Approve the Submittal of the Board of State and Community Corrections (BSCC) Grant Application for \$1,250,000 to Increase Infrastructure for Behavioral Health Services to the County's Justice Involved Population; Authorize the Health and Human Services Agency (HHSA) Director to Sign the Application to be Submitted Via the Grant's Online Portal; and Authorize the Health and Human Services Agency Director to Submit and Sign any Documents Related to the Grant for Implementation and Reporting (Subject to Approval as to Legal Form by County Counsel)

CA10. Health and Human Services Agency

Approve Second Amendment to the Agreement with Area 12 Agency on Aging; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Congregate Nutrition Services Budget Receiving Unanticipated Funds \$99,871 (4/5ths Vote Required)

CA11. Library

Approve Operating Hours for El Portal Library Branch

CA12. Library

Accept Grant Award from the California State Library in the Amount of \$20,663; Ratify the Librarians Signature on the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Implement the Grant (\$20,663)

CA13. Planning

Accept Resignation and Recognize the Service of Jessica Thompson on the Merced River Trail Community Working Group

CA14. Public Works

Approve an Agreement with Sierra Communications and Construction Inc. for the Gateway Enhancement Elements Project in the Amount of \$630,323; and Authorize the Board Supervisors Chair to Sign the Agreement

CA15. Public Works

Decline the Option to Purchase Hanger #36 at the Mariposa/Yosemite Airport and Allow the Owner to Sell the Hangar to an Interested Party

CA16. Sheriff's Office

Approve the Implementation Plan for the PATH Round 3 Grant; and Authorize the Sheriff to Submit and Sign any Documents Related to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA17. Sheriff's Office

Adopt a Resolution Allowing the Sheriff to Apply for and Enter into an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to Participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2024-2025; Authorize the Sheriff to Sign the Application; Authorize the Sheriff to Sign the Department's Form for Each Reimbursement Claim; and Authorize the Sheriff to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

CA18. Treasurer/Tax Collector/County Clerk

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

E. Items removed from Consent Agenda

CA2. Administration

Approve the 2024 Legislative Platform

AMENDMENT: 1st paragraph human wellness page 14 - mental health services fund - strike and insert Behavioral Health Funds. Fourth Paragraph down, insert the Master Plan on aging and encouraging strong rural voices on state committees.

RESULT: Adopted as Amended (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 IV Supervisor Forsythe, District II Supervisor Poe

F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer noted Dr. Keheley gave birth to Krew Keheley, and they are safe at home. He also shared an update on his letter of resignation. He will be taking on a new position in Sacramento and there is an MOU in process for him to work here one day a week. He noted they are working with the County Administrative Officer on those details.

Joe Lynch/Health and Human Services Agency Director explained why some unique board items are coming before the Board. He noted the Sierra Health Foundation is a third-party administrator from the State. He noted the unanticipated revenue is due to mid-year changes from the State. He noted it's a good thing, as it means we are doing well with their programs. He noted that grants are essential as HHSA received \$18 million in grants, which lessens the amount of money needed from the General Fund.

Leigh Westerlund/Assistant County Administrative Officer, noted that the Administration would be back before the Board in two weeks with balancing adjustments. She notes they are managing over 225 funds. She noted balancing adjustments are generally done in September or October but are currently behind. She expressed that the County is \$4.8 Million short than we started off. She noted it is a standard general budgeting process to assume a starting balance. She expressed their surprise as they had budgeted conservatively. She expressed that what they know of how this position arose was the making of reserve contributions on the balance sheet and not the operating system, fluctuations as the Auditor's Office gets caught up. She also expressed that TBID was included in the progress reports when it should not have been, as well as TOT being \$3 million less than the previous year. She expressed that this is not a crisis, and it could be worked through. She noted she has heard indirectly about challenges individuals are having with Oracle; she expressed that they have worked to provide resources and believe the issues/problems are opportunities. She noted they cannot assist if they do not know what is going on. She noted Oracle isn't perfect and can be clunky. She is hopeful that the system can be made what the County needs. She noted teamwork is tantamount. In response to Supervisor Smallcombe, Ms. Westerlund noted there is an ERP helpline for staff to use, as well as monthly calls that take place for staff to get assistance. In response to Supervisor Poe, Ms. Westerlund noted they would be budgeting a starting balance of \$0 so this issue does not happen this upcoming year. In response to Supervisor Forsythe, Ms. Westerlund noted that she had felt implementation was further along, but as she heard more comments that it is not, she noted they are working on an accounts receivable module, and once it is fully implemented, felt the county would be around 85% implementation.

Sheriff Briesse updated the Board, noting they received 1,197 calls for service in January. He noted that the Jail stayed consistently busy with 50 jail bookings. He expressed that the Office continues to receive curve balls. He noted an incident in the Bear Valley area where an individual shot at another as the individual got close to the property, which was an illegal marijuana grow. He noted the subject did flee, and they recovered multiple illegal firearms. He expressed his concern for the area where this took place as it is an area with spotty cell service where people go to hunt and go four-wheeling, including teenagers. He noted he wanted to make the public aware that they will go at this full force. He noted another incident where an individual pulled a firearm and shot rounds into a local bar. He noted no one was injured, but the bar had patrons in it. He announced a missing persons case; the missing individual's name was Crystal Blackburn, and it is actively being worked on. He encouraged the board and the listening public that if they knew anything, to call the Sheriff's Department. He announced an unfortunate event involving juveniles and thanked the High School for their cooperation. Sheriff Briesse gave positive news, noting the Mariposa Sheriff's Foundation is set up to support not only the Sheriff's Office but also the Animal Control Unit. He announced the Sheriff's Foundation Gala and noted he is seeing a lot of positive outcomes.

Danielle Bondshu/Clerk of the Board, left the room at 9:59 AM, and Katherine Slenders/Deputy Clerk of the Board II, took over as clerk.

Wes Smith/Mariposa Office of Emergency Services updated the Board on the Oak Fire and late flooding and snow events. He noted these events have caused nearly \$17 million in significant expense, with \$4.2 Million already being expended and the other \$5.5 Million to be expended on projected repairs. He noted receiving money from FEMA can be a long and difficult process. He noted he hoped the monies would be here before the end of the fiscal year.

Ms. Slenders stepped away at 10:07 AM and Ms. Bondshu returned as clerk.

In response to Supervisor Toso, Sheriff Briesse noted yes, there is a 501C3 in place for the foundation.

Jacob Hawley/Mariposa Visitors Center updated the board with a year-end update. He noted they were still down from pre-COVID years. He thanked the AmeriCorps and Master Gardeners for the work done in front of the visitors center. Chair Menetrey noted soon the Gateway elements will be going in as well.

G. Public Comment on Non-Agenda Items

Public comment was received by Mike Brusa, who discussed upholding the constitution and Declaration of Independence. He noted that ten years before the revolution, the patriots were fighting to maintain the constitution as part of the English tradition. He then discussed the difference between being a Hamiltonian and a Jeffersonian.

H. Regular Agenda Items

10:18 AM Chair Menetrey recessed the Board for a brief break and reconvened at 10:26 AM.

1. Administration

Approve Memorandum of Understanding (MOU) with the Office of the State Public Defender; and
Authorize the Board of Supervisors Chair to Sign

Dallin Kimble gave the staff report. Leigh Westerlund noted that a Request for Proposals (RFP) was one of the first jobs she was requested to do when hired. She noted the goal is to ensure every dollar is spent as efficiently as possible.

Bridget Lee Brady/Attorney Office of State Public Defender gave a brief introduction of herself and noted she looks forward to working with the Board if the item is approved. She noted the report would involve stakeholders and would assist in identifying gaps. In response to Supervisor Smallcombe, she noted the report would be ready in six to nine months.

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 IV Supervisor Forsythe, District II Supervisor Poe

2. Planning

Discussion and Direction Regarding the Microenterprise Grant Program and the Presentation of Business Applications

Will Fassett/Community Design and Development Planner gave the staff report. He noted he recommends the second option which is to have the Economic Development Council (EDC) Chair present the six recommended applications to the Board. No public comment was received.

Board discussion ensued.

DIRECTION: The Board chose the recommended Option 2; The Board directs staff to bring an item forward for February 20th for a presentation from the Chair of the EDC with the recommendation of six applications.

RESULT: DIRECTION GIVEN

3. Building

Waive the First Reading and Introduce an Ordinance Titled "Amending Chapters 15.10.040 and 15.10.080 of the Mariposa County Code"

Mike Brinkman/CSG/Interim Building Director gave the staff report.

Public comment was received by Mike Brusa, who noted this Ordinance has reference to the declared shelter emergency. He noted it shows they are diverging from what they would ask normal homeowners to do. He stated this is "stealth stuff". He noted the Board is always passing things that no one comments on. He noted this will have consequences.

Chair Menetrey noted this would help terminate the local emergency.

Andrew Carter/Division Director of Administration HHSA noted yes, these will bring the pallet homes to the shelter site. Joe Lynch noted the county strives to do things legally, ethically, and morally. He expressed that this would enable the County to say no camping on county property.

Board discussion ensued.

RESULT: ORDINANCE INTRODUCED

4. Administration

Approve the Change of Allocations in the Planning Department to Reduce the Senior Community Design and Development Planner by one (1) and Increase the Community Design and Development Planner I/II by One (1), Effective December 3, 2023

Dallin Kimble gave the staff report. No public comment.

RESULT: Adopted (UNANIMOUS)

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

5. Agricultural Commissioner

Approve the Allocation of an Agricultural Program Specialist (Wildlife Services) I/II/III Position in the Agriculture, Weights and Measures Department, Effective May 1, 2024, with a Salary Range of \$49,140.00 - \$73,114.08; Approve a Job Description for this Position; and Approve a Notification of Cancellation for Contracted Services to the United States Department of Agriculture (USDA)

Monica Nielsen/Agricultural Commissioner gave the staff report. In response to Supervisor Forsythe, Ms. Nielsen noted that everything will be done within the bounds of the State and Federal laws.

Board discussion ensued.

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

6. Board of Supervisors

Discussion and Possible Direction Regarding the Status of Mandated Financial Audits, Mandated Financial Reporting, and Internal Financial Information Processes (Supervisors Smallcombe and Menetrey)

Supervisor Smallcombe gave the staff report. She noted that since the conversation on January 9th, 2024, the board members have received a lot of feedback, and she and Chair Menetrey have had many discussions with the auditors' staff. Supervisor Smallcombe asked Joe Lynch/Health and Human Services Agency Director to come to the podium and share the struggles he has had with the current situation.

Mr. Lynch noted the Auditor's position is one of the most important elected officials. He noted the impact he has seen is the day before the meeting, he received a call from Calaveras Mariposa Community Action Agency (CMCAA) who stated they received a cease and desist from the State, noting they are not to provide funding to our county until we can provide the overdue required documents. He noted this lost the County \$100,000 of funding. He noted this is frustrating for him and his staff as it makes it look like the County cannot pay their bills. He noted his frustration in the fact that we are still in the same place the County was on January 9th. He urged the Board to put together a plan that can be shared with partners.

Luis Mercado/Auditor acknowledged the Board's concern, noting he agreed. He noted he is willing to work with the Board and departments to get out of the situation. He urged the Board to not make any long-term structural changes, noting he felt it would look like a power grab. He felt this way after an item sponsored by Supervisor Poe to address the County Administrative Officer's power and authority was moved to a later date and did not appear on a published agenda. He also wanted to address a comment made, noting it is unfair to point out the inefficiencies in his office without acknowledging everything his office had and continues to shoulder. He went into issues they have had to figure out on their own without needed assistance. He also noted that not having a fully function Information Technology (I.T.) and Human Resources (H.R.) had its impact as well. He noted he did not want to pick a fight with the Board or Administration, but the situation requires good faith, transparency, and communication from each side.

Public comment received by Sheriff Briese who wanted to express his point of view. He felt it was unfortunate to see the Auditor under fire. He noted the Auditor is an elected and his position is to provide check and balance. He noted he was not pointing fingers, but Supervisor Smallcombe had noted the need for a mechanism, and he felt that it was already in place with the County Administrative Officer. He noted from the outside looking in, there is a break down in Administrations ability to communicate with the Auditors office. He noted many compounding effects to the current issue we are in. He noted as a County we needed to find solutions together to identify solutions. He further expressed that seeing another elected official under fire is unhealthy. He noted he fully supports the Auditor and noted he felt he had been dealt a raw hand.

Keith Williams/Retired Treasurer/Tax collector/County Clerk noted the Auditor's Office has been dealt a tough break from bringing in Oracle as well as a new tax system. He noted he felt a lot fell to the Auditors Office and they are being unfairly blamed. He noted he felt contracting with a CPA firm was a good idea. He noted elected officials is a separation of duties but they still need the tools to carry out their functions. He further noted any organizational change would be adding fuel to the fire.

Jenni Kiser/Resident noted she felt the Board was being reactionary. She noted there is likely more discovery

as the process is moved through. She noted she felt it was hasty to consider any conversation about a structural change. She acknowledged its ideal for our community to get the audits done. She noted she did not know Luis but providing him with support is ideal. She expressed keeping it an elected position is ideal. She ended with reminding the Board to not be reactionary. She noted the importance of supporting the departments and their needs. She also asked the Board to not make any hasty decisions.

Lorraine Freeman/Phone Caller noted the roll out of Oracle was done badly including training, etc. She felt the Board was given false information from the County Administrators Office. She believed the Auditor's office tried to fix the issues.

Public comment was closed and brought back to the Board.

Supervisor Smallcombe thanked the individuals who made comments, and she emphasized this was not an effort to point blame. She noted there are a lot of individuals who share the fault for the situation the County is in. She expressed the Board is part of that number and noted they had not anticipated the need to allocate responsibilities and are now looking at those areas. She emphasized this was not a blame game but a way to have a conversation to move forward and develop a plan. Supervisor Forsythe noted the Auditor's Office had no issues prior to Oracle. He said he doesn't blame them for a system that cost millions. He also acknowledged it does not behoove the Board to appear as if they are making a power grab. He noted the auditor is in the middle of the battle, the Board should not change battle plans now. Mr. Mercado noted he met with Supervisor Menetrey and Smallcombe and noted March 21st, 2024, is the expected delivery date for FY 21/22 and June 30th, 2024, for the FY 22/23 audit.

Mr. Mercado clarified that Smith and Newell are not assisting the office in getting caught up. He explained they are doing the audits. He noted he has tried a few avenues, like hiring an outside accountant, but noted it did not help or work out. He noted if there is an outside firm that could help, it would be great, but he noted they needed to be able to hit the ground running, as he cannot train someone as it takes more of his time.

Supervisor Toso asked Mr. Mercado to explain what he needed. She wondered if he needed more training. Mr. Mercado noted in response that he did not need more training; his staff are the trainers in Oracle. He expressed the need for a programmer to help with Oracle and adequate resources. He also noted the need for someone other than him and his staff to train Oracle users.

Supervisor Poe expressed his deep frustration. He noted he and Mr. Mercado do not know each other and noted what he was bringing to the Board had nothing to do with the current situation. He noted if the item is brought forward the discussion he hoped to bring will be had. He said he is not going to be an attacking type of person. He asked if there were issues when Oracle was rolled out and why they weren't addressed. He also noted he felt he had not been getting accurate information as a supervisor. He noted his disdain for that due to needing the correct information to make informative decisions as a Board member. He remarked that the situation has gotten to the point that it is impacting people and programs. He expressed his want for a solution.

Chair Menetrey noted that the subsequent meeting after the January 9th discussion was incredibly informative. He noted he felt the document he received from the Auditor and his staff at the previously mentioned meeting was the road map to the direction that needed to be made. He noted the Auditor's Office should not be responsible for training individuals on how to use the system. He noted Supervisors needed to be trained on timecards and accounts payable. He also urged the importance of employee onboarding training. He noted the Auditor's Office shouldn't be responsible for training other employees. He expressed his concern about the lack of training as he noted he had heard from many that the training for Oracle wasn't

sufficient. He also expressed he is not on board with changing the structure of his office.

Mr. Mercado noted there is an ERP helpline. He noted his staff member Matt will be doing training in that meeting. He then noted that he was asked to help pull data from the legacy system; she remarked he didn't feel he needed to be involved, and it wasn't on their list of duties.

Chair Menetrey noted they needed to identify who could take over these duties so the Auditor's Office could focus on what they are meant to do. He noted it seemed tasks had fallen to his office that shouldn't have. He apologized to Mr. Mercado as he didn't feel he should be receiving the heat. He noted there are so many factors to the issues the County is facing that go beyond just not having the audit done. He expressed that the Auditor should not be carrying the ball on Oracle.

Supervisor Smallcombe noted she covered much of what has been said in the memo. She noted steps have been taken to assist. She noted further that Administration and Human Resources would spend more time onboarding employees. She noted in the discussion that Mr. Mercado brought up the support the Auditor's office has for Court employees. She said there are several issues, and there have been many conversations. She expressed that the issues need to be known and that the resources necessary to move forward need to be defined.

Dallin Kimble noted that blaming the software is oversimplifying the issue. He noted there is more going on. He expressed that the Auditor was on the steering committee where there is shared communication. Mr. Kimble pointed out that in 2023, there were issues expressed to the Board. He noted they have tried to communicate and will continue to work towards it. He said they have added positions to the Auditor's Office, Admin staff time, and other resources to help assist. He noted the Auditor had rejected all the attempts to assist. He noted his department is trying to run interference. He noted he and his staff need to let them know the issues. He expressed his thought that the biggest problem was people not speaking up.

Chair Menetrey read a text message from a department head: "We have been screaming about the issues, and Leigh and Cindi can no longer help. Get us someone else." Mr. Kimble responded, noting he needed to know about it or that he could not do anything to help.

Supervisor Smallcombe noted she didn't feel we could just bring in a consultant and say, "Fix it." She expressed the need for the Board to understand what is going on and how we are going to deal with it. She noted robust conversations needed to be had about specifics. She also noted plans needed to be communicated. She expressed to Mr. Mercado that she heard him say Matt volunteered to train; she stressed that if he didn't want his staff training others, then he needed to be the one to say no. She expressed the need to peel away the non-essential functions that take up their staff time.

Mr. Mercado noted that his dilemma is everything flows through his department. He noted the prep work needed to be done by someone else to ensure everyone had the correct training. Supervisor Smallcombe noted she agreed there are many who cannot say no as they are dedicated to their service. Mr. Mercado noted that is the issue, he takes on too much. He acknowledged it was a deficiency in leadership, not saying no.

Further Board discussion ensued.

DIRECTION: The board directs the Administration and the Auditor to send out a County Wide email noting that all training or oracle questions need to go to the administration. Supervisors Menetrey and Smallcombe are to come back with a written plan no later than mid-March on how to move forward.

RESULT: DIRECTION GIVEN

7. **Clerk of the Board**

Approve the January 16th, 2024, Board of Supervisors Meeting Minutes

Danielle Bondshu/Clerk of the Board gave the staff report. No public comment.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe

8. **Clerk of the Board**

Select a Board Member to Serve as Temporary Chair of the Board of Supervisors for the February 13th, 2024 Board Meeting

Danielle Bondshu gave the staff report. No public comment.

SELECTION: *Select Supervisor Toso as the temporary Chair.*

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

I. Closed Session

Chair Menetrey read the closed session items. No public comment.

1:03 PM Chair Menetrey recessed the Board into a closed session.

1. **County Counsel**

CLOSED SESSION: Public Employee Employment (Government Code Section 54957 (b))
(1) Title: Deputy Sheriff Industrial Disability Retirement Application

RESULT: CLOSED SESSION HELD

2. **Administration**

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

Report Out

2:32 PM Chair Menetrey reconvened the Board meeting and reported that during both closed session items, information was received and direction was given.

J. Board Information

None.

K. Adjournment

2:33 PM Chair Menetrey adjourned in memory of Darin Wass.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-35

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-54

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve the 2024 Legislative Platform

RECOMMENDATION AND JUSTIFICATION

Approve the County's 2024 Legislative Platform

The Legislative Platform is the County Board of Supervisor's declaration of issues and items that are of importance to the citizens of the County. By identifying priorities, the Platform helps guide administration and other County departments in recommending legislative positions.

The Platform also provides the county administrative officer with direction as to the County's position in those instances when a timely response is necessary. This year's Platform mirrors last year's organization around the County's five strategic focus areas: safety, wellness, stewardship (governance), infrastructure and prosperity.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board annually develops and approves a legislative platform.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may decline to approve the legislative platform or approve the platform with amendments. If no legislative platform is approved, staff will need direction on each legislative question, which will slow down our response.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. 2024 Legislative Platform

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 IV Supervisor Forsythe, District II Supervisor Poe

2024 LEGISLATIVE PLATFORM

MARIPOSA COUNTY

HOME OF YOSEMITE



District 1: Rosemarie Smallcombe
District 2: Shannon Poe
District 3: Danette Toso

District 4: Wayne Forsythe
District 5: Miles Menetrey

COUNTY PROFILE

GENERAL LAW COUNTY

Mariposa County is a full-service local government with no incorporated cities. It is one of the original 27 counties and the proud home of Yosemite National Park

1,463 SQ MI

TOTAL LAND AREA

Approximately half of the land area of the county is owned by the federal government. Less than one percent of the county land area has access to water and sewer utilities.

5 MILLION

ANNUAL VISITORS

Each year 4 - 5 million visitors come to Mariposa to visit Yosemite National Park. The County has 17,000 full-time residents.

9% OF ALL HOMES

SHORT-TERM RENTALS

Up to 24% of homes in Mariposa County are vacant properties used for vacation homes, second homes, and short-term rentals. This is four-to-five times the number needed to meet local housing demand.





Preserve and protect the Constitutions of the United States and the State of California.

Preserve and protect the County's powers, duties and prerogatives to enact local legislation concerning local affairs. Oppose legislation that preempts local authority.

Support measures that promote fiscal stability, predictability and independence. Preserve the County's revenue base and maximum local control over funds and programs.

Support efforts to assist small counties with higher per capita costs for service. Secure funding for all mandated programs and minimize administrative burden.

Preserve and enhance county fairgrounds for emergency operations, community events, local tourism, and centers of local heritage.

Promote jobs, housing and enterprise. Increase housing supply through various means including expanding infrastructure in rural areas and opposing over-regulation.

Mariposa County recognizes, welcomes and supports all residents and visitors regardless of race, color, religion, sex, gender identity, sexual orientation, ability, age, or other identifying characteristic. Government action should likewise promote equal opportunity and access to services.

Legislation should be considerate of a wide variety of lifestyles, including residents that do not live in or near urban areas. Policy should exempt or reduce urban-focused regulations for rural areas.

Mariposa County supports full restoration of Williamson Act subventions to encourage preservation of California's agricultural lands.

Support legislation and funding for nonprofit partners and the services they provide for our community.

Preserve the County's rural character and diverse natural resources.



Support all reasonable efforts to mitigate the frequency, scale and impact of disasters, including programs to support property management and home hardening.

Support efforts to strengthen, modernize, and provide funding for County emergency response and preparedness capacities.

Promote long-term plans and actions that contribute to wildfire prevention, manageable fuel loads and healthy forests.

Support funding for forest health, drought mitigation, flood prevention, pandemic mitigations and expanding timely disaster relief and reimbursements.

Support actions to ensure property insurance will be available at a reasonable rate for all California homeowners.

Oppose legislative proposals that seek to restrict the use of K-9 units and other public safety personnel.

Support protections for public safety personnel and resources for the tools and appropriate facilities that allow them to protect our communities.

Support funding to construct or rehabilitate local jails and full funding for County trial courts, juvenile probation and victim witness services.

Support legislation and funding for Evidence-Based Practices (EBP) that improve public safety outcomes.

Oppose legislation that would erode due process for individuals, including law enforcement officers and staff, such as requiring premature disclosure.

Support efforts to eradicate illegal cannabis, methamphetamines, and other illicit drugs from the County and California

Support efforts to reduce burdensome regulations on the County related to fire mitigation and prevention.



Mental Health Services Act funds should remain with counties with maximum local discretion over funding allocation and use.

The County recognizes and supports the continued reform of State and federal health and welfare entitlement programs and the reform of child welfare services.

Local Child Support Enforcement Agencies should be funded at a level that will allow federal matching revenues to continue to fully fund the agencies.

Support the implementation of the Master Plan on Aging and encourage a strong rural voice on State committees.

Support legislative efforts that enhance funding and support for Veterans' Services.

Ensure CARE Court is fully funded, incorporates County priorities and objectives, and meets the public need.

Support the continued federal funding of the Older Americans Act and encourage greater flexibility in use of funds to meet unique rural needs.

Support legislation that will enhance local collaboration toward the goals of poverty and homeless reduction and capacity building for individuals, families, and communities.

Support implementation of CalAIM.

Support legislative, administrative and/or budgetary efforts to better fund the child support services program, ease related operational burdens, provide better access to services, and expand local operating control for child support agencies.

Preserve funding for First 5 programs.

Support budgetary, administrative, and legislative action that allows for greater funding, access and deployment of health care services for low-income individuals.



Improving local roads, water and sewer utilities, the safety and reliability of electric power and broadband availability and speed is vital to the success of our community.

Support efforts that fund and allow for greater and more equitable deployment of broadband infrastructure.

Support legislation providing equitable gasoline tax distribution to counties without incorporated cities and legislation recognizing local general fund participation in road funding, regardless of source, as self-help.

Support rural county access to infrastructure funds for local improvements.

Support efforts that assist the County in meeting its waste and recycling mandates while adding flexibility to comply with state regulations.

Support legislation that would encourage undergrounding of utilities.

Oppose legislation that shifts taxation from fuel sales taxes, which are constitutionally guaranteed for local transportation, to excise taxes, which are not similarly protected.

Support the creation of additional flexible and ongoing funding for counties to improve critical infrastructure including roads and bridges.

Support legislation that would provide a means by which all vehicles, including electric vehicles (EV), would share equally in the appropriate road use taxes.

Support legislation that would allow for grants and other alternate revenue sources for small utilities and landfills.

Support State efforts to maintain, repair or privatize utility systems, as appropriate for an individual community.

Ensure that annual budget fluctuations do not negatively impact funding for roads.



Increase the supply of housing by tailoring regulations to local conditions, providing funding and incentives, funding infrastructure development and expansion, and ensuring State programs are available in and designed for rural communities.

Support efforts that provide flexibility and assistance to counties in order to meet their housing and climate goals.

Broaden opportunities for home ownership.

Support funding opportunities for recreation centers, parks, and other outdoor amenities.

Continue and expand funding for library and museum collection development, programming, and facilities.

Support legislation and budgetary measures that provide funding for local governments to beautify their communities.

Oppose legislation that would harm tourism and tourism-related businesses in Mariposa.

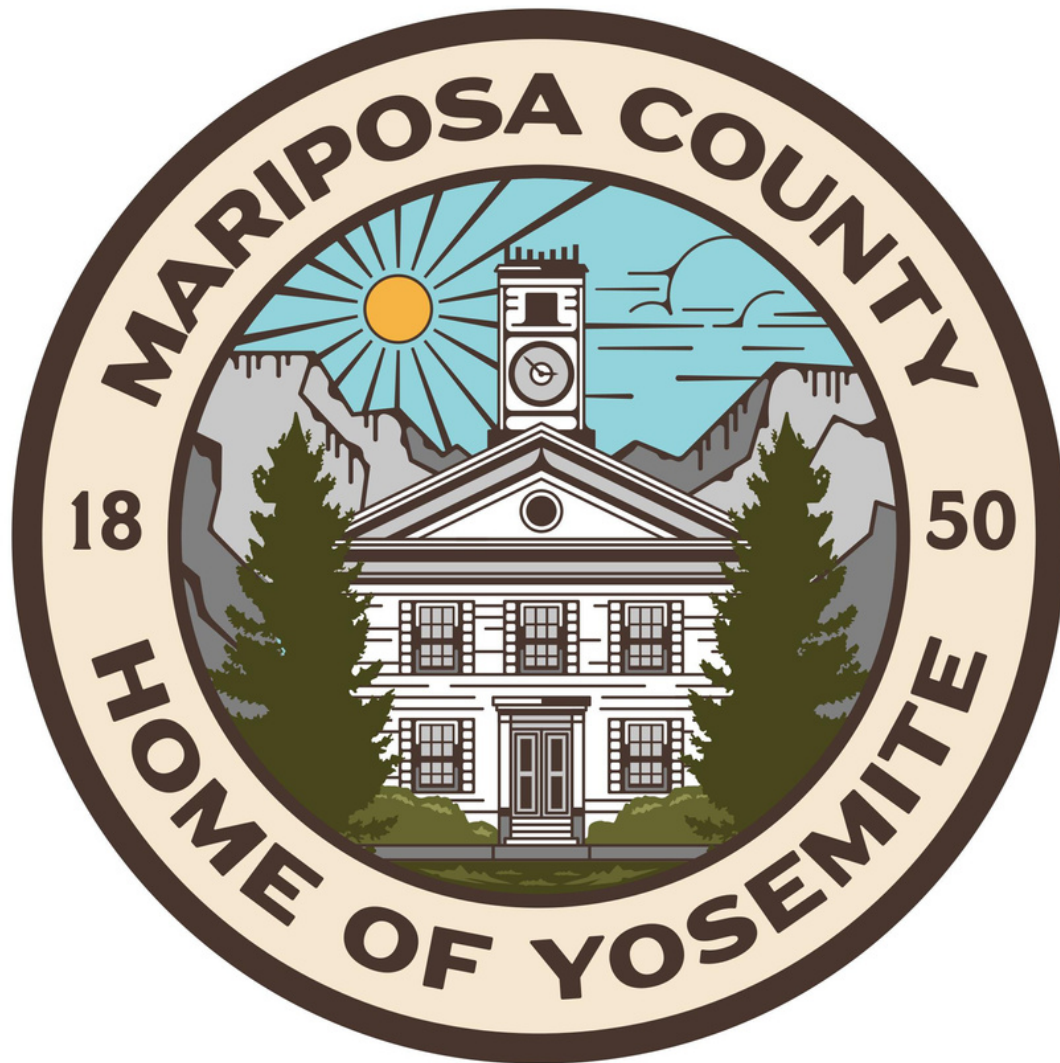
Oppose any and all efforts to exempt or excuse any group of transients from paying their share for the services they use.

Oppose State control and/or collection of transient occupancy taxes.

Preserve funding for local Weed Management Areas, pest prevention and pesticide enforcement programs, marketing regulatory programs, effective wildlife management tools, and/or the preservation and enhancement of weights and measures programs.

Support implementation of the Federal and State Endangered Species Acts that balances social and economic benefits with species protection and ensures that policies are based on scientific evidence.

Support job creation and worker training that contributes to healthy local ecosystems, emerging industries and local economies.



Mariposa County Legislative Affairs
Dallin Kimble, County Administrative Officer
5100 Bullion Street
Post Office Box 784
Mariposa, California 95338
(209) 966-3222
dkimble@mariposacounty.org



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-36

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Appoint Mike Brinkman as Interim Director of the Building Department Effective December 12, 2023

RECOMMENDATION AND JUSTIFICATION

Appoint Mike Brinkman as Interim Director of the Building Department Effective December 12, 2023.

This action is pursuant to Board direction provided prior to this date.

Mr. Brinkman has served as a licensed California building official since 2012 with director experience in Gustine, Newman, and Patterson. He has served on the California Building Officials Board of Directors since 2019 and continues to serve in that role. Mr. Brinkman currently works for CSG Consulting and is available to serve as interim director as a result of that role.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 5, 2023, the Board of Supervisors approved the building department's request for an agreement for building department services with CSG Consulting in an amount not to exceed \$70,000.

On December 12, 2023, Building Director Debra Willis left County employment, creating a need for an interim director.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. Staff will need additional direction about leadership in the building department.

FINANCIAL IMPACT

There are sufficient funds in the building department budget and the agreement with CSG Consulting to accommodate this direction.

ATTACHMENTS

None

VOTE RESULT

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

Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-37

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Monica Nielsen, Agricultural Commissioner
RE: Approve the Exotic Pest Detection Trapping Agreement No. 22-1694-021-SF for FY 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve the Exotic Pest Detection Trapping Agreement No. 22-1694-021-SF for FY 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

The exotic pest detection trapping contract is an annual contract that provides State subvention funds for the pest detection trapping program to cover part of the cost of the program. This contract was first instituted after the 1981 Medfly infestation to cover the costs of the increase in trap numbers over the original County trapping commitment. This year the contract is only for FY 2023/2024.

The subvention funding available is \$33,386.00 for the FY 2023/2024 agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The FY 2022/2023 Agreement was approved by Resolution No. 23-154.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement, subvention funds will not be received for the Exotic Pest Detection Trapping program to defray the funds expended for work performed in this program for fiscal year 2023/2024.

FINANCIAL IMPACT

The subvention amount of \$33,386 for the Exotic Pest Detection Trapping Program Agreement was included in revenue for FY 2023/2024.

ATTACHMENTS

1. Pest Detection 22-1694-021-SF

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso

AYES:

District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

22-1694-021-SF

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: \$33,386.00

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

Exhibit A: Prime Award Information

2 Page(s)

Recipient and Project Information

Exhibit B: General Terms and Conditions

5 Page(s)

Exhibit C: Payment and Budget Provisions

2 Page(s)

Exhibit D: Federal Terms and Conditions

3 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (*Organization's Legal Name*)

COUNTY OF MARIPOSA

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Myles Menetrey, Board of Supervisors Chair

ADDRESS

Post Office Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120

SACRAMENTO, CA 95814

LB

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP23PPQFO000C207
Federal Award Date:	June 20, 2023
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$8,800,000.00
Effective Dates for CDFA:	January 1, 2023 through December 31, 2023
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP23PPQFO000C248
Federal Award Date:	May 19, 2023
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$400,000.00
Effective Dates for CDFA:	July 1, 2023 through June 30, 2024
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will perform exotic pest detection trapping to prevent the introduction and spread of an injurious insect that would threaten the economic importance of the agriculture food supply grown in California.

Project Title: Detection Trapping

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Joanna Fisher	Name:	Monica Nielsen
Division/Branch:	PHPPS / Plant Health, Emergency Projects	Organization:	County of Mariposa
Address:	1220 N Street	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-202-0879	Phone:	209-742-1408
Email Address:	joanna.fisher@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Moosa Anwer	Name: Monica Nielsen
Division/Branch: PHPPS / Plant Health, Emergency Projects	Organization: County of Mariposa
Address: 1220 N Street	Address: PO Box 905
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Mariposa, CA 95338
Phone: 916-764-7472	Phone: 209-966-2075
Email Address: moosa.anwer@cdfa.ca.gov	Email Address: mnielsen@mariposacounty.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

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

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

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

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

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

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

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

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

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

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

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

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

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

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

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

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
1. Reports all subject inventions to CDFA;
 2. Makes efforts to commercialize the subject invention through patent or licensing;
 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2023 – 2024

Effective Agreement Period: July 1, 2023 through June 30, 2024

Pest Detection County Agreement Attachments Index:

1. Attachment A - Financial Plans
2. Attachment B – Pest Detection Trapping Guidelines
3. Attachment C – Commitment Form 60-221
4. Attachment D – Quality Control Plant Protocols
5. Attachment E – PEIR Management Practices and Mitigation Measures for Trapping
6. Attachment F – Tiering Strategy Checklist (if applicable)
7. Attachment G – Budget and Survey Quick Guide
8. Attachment H – Invoice Template

I. The California Department of Food and Agriculture (CDFA) shall:

- A. Provide the attachments for the Financial Plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.
- B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.
- C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).
- E. Provide county trappers with trapping guidelines.
 - Provide the Insect Trapping Guide (ITG) at: www.cdfa.ca.gov/go/ITG.
 - Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.
 - For additional activity guidelines, see:
<https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf>
- F. Provide annual training programs for county trapping supervisors and trappers as needed.

- G. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current county Quality Control Planting (QCP) protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.
- H. Provide as a contractual obligation for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.
- I. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.
- J. Provide training in the use of CalTrap.
- K. Provide reimbursement for CalTrap data conversion, iPads and accessories, data plans, and insurance.
- L. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.
- M. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

II. The County Agricultural Commissioner shall:

- A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F, if applicable), following the CDFA form instructions. These documents must be submitted and approved by CDFA prior to payment of the first invoice.
- B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.
- C. Hire and train county personnel as needed.
- D. Provide and maintain county trapping vehicles.
- E. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.
- F. Ensure that all trapping activities conform to the current version of the ITG.

1. Ensure that a copy of the current version of the ITG is kept in each county trapper's vehicle for reference.
 2. Should there be a discrepancy between the Scope of Work or the enclosed Pest Detection Trapping Guidelines (Attachment B) and the ITG, the Scope of Work and Pest Detection Trapping Guidelines must supersede the ITG.
- G. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).
- H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting, and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, referenced here <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.
 2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.
 - a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
 - b. Jackson trap insert – full trap number, placement date, and trapper’s initials on non-sticky side.
 - c. Delta trap – full trap number, servicing and rebaiting dates, and trapper’s initials on outside.
 - d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
 - e. ChamP™ trap – full trap number, servicing dates, and trapper’s initials on the top fold.
 - f. Yellow panel trap – full trap number, placement date, and trapper’s initials on white backside when placing; note servicing dates on outside non-sticky margins.
 - g. McPhail trap – full trap number and servicing dates on calendar card.

- I. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.
- J. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:

CDFA – Plant Pest Diagnostic Center
3294 Meadowview Road
Sacramento, CA 95832

- K. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.
- L. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, descriptions of the CDFA's management practices, and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. Complete the enclosed Tiering Strategy checklist templates for trapping for the core program by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the County dates and signs a copy of each Tiering Strategy Checklist and sends that copy to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov.
- M. Maintain a Daily Trapping Summary (DTS) Form 60-210 for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.

- N. Complete a monthly Report 1 through the online CMR, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at:
<https://secure.cdfa.ca.gov/egov/crs/login.aspx>
- O. Provide one set of trapping records for all traps. This set must be in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- P. Attend trainings on the use of the CDFA's CalTrap system. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap system (login information will be provided upon confirmation that the county will be performing the data conversion); or 2) Bulk upload – enter data into an Excel spreadsheet; or 3) the CDFA will enter the data. Reference the CalTrap website at www.caltrap-info.com for additional information about the project.
 - a. Participate in implementation of CalTrap when it becomes operational for your county. Counties that have completed the data conversion should plan for using CalTrap in Fiscal Year 2023-2024.
- Q. Maintain an inventory of known host sites either in the trap book or electronic records. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. CalTrap or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- R. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.
- S. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- T. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov. The counties must use the provided invoice.
 - 1. Submit monthly invoices 30 days after the last date the work was completed.

2. Reimbursement of the monthly invoice will not occur unless the Report 1 is completed and submitted.
3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice, must be itemized, and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.
4. The Invoice Template provided with the county cooperative agreement must be used and must contain the following:
 - i. County name
 - ii. Remit to address
 - iii. Date of submittal
 - iv. Invoice number
 - v. Agreement name
 - vi. Agreement number
 - vii. Billing period
 - viii. If revised, date revised invoice was submitted
 - ix. The number of hours worked claimed on the invoice must match those documented on the Report 1.
 - x. Invoices file names must follow the standard naming convention detailed below:

County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2023=23), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

Example: TulareJUN23PD20-1034-000-SF

5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

Example: TulareJUN23PD20-1034-000-SF REV
6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement will not be paid.

7. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low-resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch. The invoice will be returned to the county for an updated invoice.
8. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of the invoice.
9. Please note that the CDFA cannot reimburse for more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Mariposa County

Attachment A

A. Personnel Services - Fruit Fly (FF)				
				Billable Hours
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>				501.27
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				65.00
Total Hours:				566.27
Subtotal Personnel Cost:				\$13,725.18
Overhead: 25%				\$3,431.30
Total Personnel Cost:				\$17,156.48
B. Supplies <i>(Itemized such as trapping poles, office & field supplies, etc.)</i>				
Water				\$25.00
Trapping Poles				\$20.00
Office Supplies				\$25.00
Dog Treats				\$15.00
Total Supplies Cost:				\$85.00
C. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Item 1				\$0.00
Total Other Items of Expense Cost:				\$0.00
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	3,700.0	0.655	\$2,423.50
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
Total Mileage Cost:				\$2,423.50

Total FF Cost:	\$19,665.00
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Total Agreement Amount CDFA will reimburse for Core FF Cost:	\$15,577.22
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California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Personnel Worksheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Mariposa County

Personnel Costs - Fruit Fly (FF)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agricultural Field Assistant	\$18.36	\$0.55	\$18.91	265.00	\$5,011.15
Agricultural Field Assistant	\$19.09	\$0.57	\$19.66	196.27	\$3,858.66
Agricultural & Standards Inspector I	\$28.78	\$12.95	\$41.73	10.00	\$417.31
Agricultural & Standards Inspector I	\$30.22	\$13.60	\$43.82	10.00	\$438.19
Agricultural & Standards Inspector I	\$31.73	\$14.28	\$46.01	10.00	\$460.09
Agricultural & Standards Inspector II	\$34.68	\$15.61	\$50.29	10.00	\$502.86
Detection Total:				501.27	\$10,688.26
THWS				501.27	
Non-Detection Positions					
Agricultural Commissioner/Sealer	\$58.99	\$23.60	\$82.59	10.00	\$825.86
Agricultural Commissioner/Sealer	\$61.35	\$24.54	\$85.89	7.00	\$601.23
Agricultural Field Assistant	\$18.36	\$0.55	\$18.91	4.00	\$75.64
Agricultural Field Assistant	\$19.09	\$0.57	\$19.66	4.00	\$78.65
Agricultural & Standards Inspector I	\$28.78	\$12.95	\$41.73	6.00	\$250.39
Agricultural & Standards Inspector I	\$30.22	\$13.60	\$43.82	5.00	\$219.10
Agricultural & Standards Inspector I	\$31.73	\$14.28	\$46.01	6.00	\$276.05
Agricultural & Standards Inspector II	\$34.68	\$15.61	\$50.29	5.00	\$251.43
Account Clerk II	\$18.89	\$6.23	\$25.12	12.00	\$301.44
Account Clerk II	\$19.69	\$6.50	\$26.19	6.00	\$157.14
Non-Detection Total:				65.00	\$3,036.93
Total FF Personnel Cost:					\$13,725.18

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Mariposa County

A. Personnel Services - Spongy Moth (SM)				
				Billable Hours
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>				545.60
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				59.00
Total Hours:				604.60
Subtotal Personnel Cost:				\$14,633.00
Overhead: 25%				\$3,658.25
Total Personnel Cost:				\$18,291.25
B. Supplies <i>(Itemized such as trapping poles, office & field supplies, etc.)</i>				
Item 1				\$0.00
Total Supplies Cost:				\$0.00
C. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Item 1				\$0.00
Total Other Items of Expense Cost:				\$0.00
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	3,700.0	0.655	\$2,423.50
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
Total Mileage Cost:				\$2,423.50

Total SM Cost:	\$20,715.00
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Total Agreement Amount CDFA will reimburse for Core Spongy Moth Cost:	\$11,792.16
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California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Personnel Worksheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Mariposa County

Personnel Costs - Spongy Moth (SM)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agricultural Field Assistant	\$18.36	\$0.55	\$18.91	345.60	\$6,535.29
Agricultural Field Assistant	\$19.09	\$0.57	\$19.66	140.00	\$2,752.40
Agricultural & Standards Inspector I	\$28.78	\$12.95	\$41.73	15.00	\$625.97
Agricultural & Standards Inspector I	\$30.22	\$13.60	\$43.82	15.00	\$657.29
Agricultural & Standards Inspector I	\$31.73	\$14.28	\$46.01	15.00	\$690.13
Agricultural & Standards Inspector II	\$34.68	\$15.61	\$50.29	15.00	\$754.35
Detection Total:				545.60	\$12,015.42
THWS				545.60	
Non-Detection Positions					
Agricultural Commissioner/Sealer	\$58.99	\$23.60	\$82.59	8.00	\$660.69
Agricultural Commissioner/Sealer	\$61.35	\$24.54	\$85.89	5.00	\$429.45
Agricultural Field Assistant	\$18.36	\$0.55	\$18.91	4.00	\$75.64
Agricultural Field Assistant	\$19.09	\$0.57	\$19.66	6.00	\$117.98
Agricultural & Standards Inspector I	\$28.78	\$12.95	\$41.73	9.00	\$375.58
Agricultural & Standards Inspector I	\$30.22	\$13.60	\$43.82	2.00	\$87.64
Agricultural & Standards Inspector I	\$31.73	\$14.28	\$46.01	9.00	\$414.08
Agricultural & Standards Inspector II	\$34.68	\$15.61	\$50.29	2.00	\$100.57
Account Clerk II	\$18.89	\$6.23	\$25.12	10.00	\$251.20
Account Clerk II	\$19.69	\$6.50	\$26.19	4.00	\$104.76
Non-Detection Total:				59.00	\$2,617.58
Total SM Personnel Cost:					\$14,633.00

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Mariposa County

A. Personnel Services - Japanese Beetle (JB)				
				Billable Hours
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>				43.65
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				20.00
Total Hours:				63.65
Subtotal Personnel Cost:				\$1,932.16
Overhead: 25%				\$483.04
Total Personnel Cost:				\$2,415.21
B. Supplies <i>(Itemized such as trapping poles, office & field supplies, etc.)</i>				
Item 1				\$0.00
Total Supplies Cost:				\$0.00
C. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Item 1				\$0.00
Total Other Items of Expense Cost:				\$0.00
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	540.0	0.655	\$353.70
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
Total Mileage Cost:				\$353.70

Total JB Cost:	\$2,769.00
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Total Agreement Amount CDFA will reimburse for Core Japanese Beetle Cost:	\$1,518.62
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California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Personnel Worksheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Mariposa County

Personnel Costs - Japanese Beetle (JB)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agricultural Field Assistant	\$18.36	\$0.55	\$18.91	23.00	\$434.95
Agricultural Field Assistant	\$19.09	\$0.57	\$19.66	14.65	\$288.02
Agricultural & Standards Inspector I	\$28.78	\$12.95	\$41.73	1.50	\$62.60
Agricultural & Standards Inspector I	\$30.22	\$13.60	\$43.82	1.50	\$65.73
Agricultural & Standards Inspector I	\$31.73	\$14.28	\$46.01	1.50	\$69.01
Agricultural & Standards Inspector II	\$34.68	\$15.61	\$50.29	1.50	\$75.43
Detection Total:				43.65	\$995.73
THWS				43.65	
Non-Detection Positions					
Agricultural Commissioner/Sealer	\$58.99	\$23.60	\$82.59	3.00	\$247.76
Agricultural Commissioner/Sealer	\$61.35	\$24.54	\$85.89	2.00	\$171.78
Agricultural Field Assistant	\$18.36	\$0.55	\$18.91	2.00	\$37.82
Agricultural Field Assistant	\$19.09	\$0.57	\$19.66	1.00	\$19.66
Agricultural & Standards Inspector I	\$28.78	\$12.95	\$41.73	3.00	\$125.19
Agricultural & Standards Inspector I	\$30.22	\$13.60	\$43.82	1.00	\$43.82
Agricultural & Standards Inspector I	\$31.73	\$14.28	\$46.01	3.00	\$138.03
Agricultural & Standards Inspector II	\$34.68	\$15.61	\$50.29	1.00	\$50.29
Account Clerk II	\$18.89	\$6.23	\$25.12	2.50	\$62.80
Account Clerk II	\$19.69	\$6.50	\$26.19	1.50	\$39.29
Non-Detection Total:				20.00	\$936.43
Total JB Personnel Cost:					\$1,932.16

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

TRAPPING HOURS/YEAR WORKSHEET

TRAPPING SEASON for CORE PROGRAM

Table 1

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
					2	2	2	2	2	2		
MF												
MP												
OF												
ML												
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	2			
JB						2	2	2	2			
	4	weekly servings			2	biweekly servings			1	monthly servings		

Table 2 A: EFF

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	35.00	x	13.02	=	455.70
MP		x		=	0.00
OF		x		=	0.00
ML		x		=	0.00
CP garden		x		=	0.00
CP rural		x		=	0.00
CP rural res.		x		=	0.00
			Total:		455.70

NOTE: serv/year*. Insert figure from Servings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 A: EFF

	Servings/year /trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
FF TOTAL:	456	÷	1.00	=	455.70	x1.1(10%	501.27
	(A)		(B)		(C)		(D)

Table 2 B: SM and JB

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
SM	200.00	x	8.68	=	1,736.00
JB	16.00	x	8.68	=	138.88
			Total:		1,874.88

NOTE: serv/year*. Insert figure from Servings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 B: SM and JB

	Servings/year /trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
SM TOTAL:	1,736	÷	3.50	=	496.00	x1.1(10%	545.60
	(A)		(B)		(C)		(D)
JB TOTAL:	139	÷	3.50	=	39.68	x1.1(10%	43.65
	(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.

C = Hours/year - calculated electronically.

D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

California Department of Food and Agriculture
Pest Detection County Agreements
CalTrap Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Mariposa County

A. Personnel Services - CalTrap				
				Billable Hours
Personnel Training Hours				18.00
Personnel Data Conversion Hours <i>(if not billing for manual or bulk entry)</i>				14.00
Total Hours:				32.00
Subtotal Personnel Cost:				1122.22
Overhead: 25%				\$280.56
Total Personnel Cost:				\$1,402.78
B. Data Conversion Costs <i>(if not billing Section A. Personnel Services hours)</i>				
	NO. OF SITES	COST PER SITE	COST	
Data Conversion Manual Entry	0	\$1.40000	\$0.00	
Data Conversion Bulk Upload	0	\$0.6323	\$0.00	
Total Data Conversion Cost:				\$0.00
C. Other Items of Expense				
	NO. OF ITEMS	COST PER ITEM	COST	
Additional iPad(s)	0	\$0.00	\$0.00	
Additional iPad Accessories	0	\$0.00	\$0.00	
	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
Data Plan	\$60.00	6	1	\$360.00
Insurance/Warranty (Optional)	\$0.00	0	0	\$0.00
Total Other Items of Expense Cost:				\$360.00

Total CalTrap Cost:	\$1,763.00
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Total Agreement Amount CDFA will reimburse for CalTrap Cost:	\$1,763.00
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COMMENT: Staff time spent receiving training, providing training, attending meetings, conference calls related to CalTrap training. Time allocated for data entry and data conversion if not billed by site or bulk upload.

California Department of Food and Agriculture
Pest Detection County Agreements
CalTrap Personnel Worksheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Mariposa County

Personnel Costs - CalTrap					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Training Positions					
Agricultural Field Assistant	\$19.09	\$0.57	\$19.66	6.00	\$117.98
Agricultural & Standards Inspector I	\$30.22	\$13.60	\$43.82	6.00	\$262.91
Agricultural & Standards Inspector II	\$34.68	\$15.61	\$50.29	6.00	\$301.72
Training Total:				18.00	\$682.61
Converting Data to CalTrap Positions					
Agricultural Field Assistant	\$19.09	\$0.57	\$19.66	8.00	\$157.30
Agricultural & Standards Inspector I	\$30.22	\$13.60	\$43.82	3.00	\$131.46
Agricultural & Standards Inspector II	\$34.68	\$15.61	\$50.29	3.00	\$150.86
Data Conversion Total:				14.00	\$439.62
Total CalTrap Personnel Cost:					\$1,122.22

COMMENTS: Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

California Department of Food and Agriculture
Pest Detection County Agreements
Additional Khapra Beetle Financial Plan
FY 2023/2024
July 1, 2023 - June 30, 2024
Mariposa County

A. Personnel Services - Additional				
				Billable Hours
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>				26.40
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				19.00
Total Hours:				45.40
Subtotal Personnel Cost:				\$2,187.22
Overhead: 25%				\$546.81
Total Personnel Cost:				\$2,734.03
B. Supplies <i>(Itemized such as trapping poles, office & field supplies, etc.)</i>				
Item 1				\$0.00
Total Supplies Cost:				\$0.00
C. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Item 1				\$0.00
Total Other Items of Expense Cost:				\$0.00
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	100.0	0.655	\$65.50
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
Total Mileage Cost:				\$65.50

Total Additional Cost:	\$2,800.00
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Total Agreement Amount CDFA will reimburse for Additional Khapra Beetle Cost:	\$2,735.00
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California Department of Food and Agriculture
Pest Detection County Agreements
Additional Khapra Beetle Personnel Work Sheet
FY 2023/2024
July 1, 2023 - June 30, 2024
Mariposa County

Personnel Costs - Additional					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agricultural & Standards Inspector I	\$28.78	\$12.95	\$41.73	8.00	\$333.85
Agricultural & Standards Inspector I	\$30.22	\$13.60	\$43.82	6.00	\$262.91
Agricultural & Standards Inspector I	\$31.73	\$14.28	\$46.01	7.00	\$322.06
Agricultural & Standards Inspector II	\$34.68	\$15.61	\$50.29	5.40	\$271.54
Detection Total:				26.40	\$1,190.37
THWS				26.40	
Non-Detection Positions					
Agricultural Commissioner/Sealer	\$58.99	\$23.60	\$82.59	3.00	\$247.76
Agricultural Commissioner/Sealer	\$61.35	\$24.54	\$85.89	3.00	\$257.67
Agricultural & Standards Inspector I	\$28.78	\$12.95	\$41.73	2.00	\$83.46
Agricultural & Standards Inspector I	\$30.22	\$13.60	\$43.82	2.00	\$87.64
Agricultural & Standards Inspector I	\$31.73	\$14.28	\$46.01	2.00	\$92.02
Agricultural & Standards Inspector II	\$34.68	\$15.61	\$50.29	2.00	\$100.57
Account Clerk II	\$18.89	\$6.23	\$25.12	3.00	\$75.36
Account Clerk II	\$19.69	\$6.50	\$26.19	2.00	\$52.38
Non-Detection Total:				19.00	\$996.86
Total Additional Personnel Cost:					\$2,187.22

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

TRAPPING HOURS/YEAR WORKSHEET

		TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES											
Table 1	Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Khapra Beetle (KB)					1	1	1	1	1	1		
		4	weekly servicings			2	biweekly servicings			1	monthly servicings		

Table 2	Trap Type	# of traps	x	serv/year*	=	serv/year/trap
	KB	3.00	x	6.00	=	18.00
					Total:	18.00

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3		Servicings/year /trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
KB	TOTAL:	18	÷	0.75	=	24.00	x1.1(10%	26.40
		(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

PEST DETECTION TRAPPING GUIDELINES (#2)

No McPhail, North District, 6 months

Fiscal Year 2023-24

1. Place all traps, except spongy moth (SM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).
2. Place SM and JB traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.
3. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.
4. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.
5. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.
6. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, 2023, and from date of placement in 2024 (May 1 or later) through June 30.
7. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, 2023, and from June 15 through June 30, 2024, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).
8. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form. Follow additional activity guidelines posted at: <https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf> unless other arrangements are agreed upon with PD/EP.

PEST DETECTION/EMERGENCY PROJECTS FY 2023 / 2024 COMMITMENT FORM

AGRICULTURAL COMMISSIONER Monica Nielsen	COUNTY Mariposa
DETECTION SPECIALIST Bret Wice	DATE 8/14/2023

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		Other	Core and Additional		TOTAL
		COMMITMENT	COMMITMENT		COMMITMENT
TRAPPING			CORE	ADDITIONAL	
JACKSON TRAP - MEDFLY	MF	0	35	/ 0	35
McPHAIL TRAP	MP	0	0	/ 0	0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	0	/ 0	0
JACKSON TRAP - MELON FLY	ML	0	0	/ 0	0
CHAMP TRAP - Garden	CP	0	0	/ 0	0
CHAMP TRAP - Rural	CP	0	0	/ 0	0
CHAMP TRAP - Rural Residential	CP	0	0	/ 0	0
SPONGY MOTH	SM	0	200	/ 0	200
JAPANESE BEETLE	JB	0	16	/ 0	16
OTHER ADDITIONAL	Khapra Beetle	0	0	/ 3	3
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
SPECIAL TRAPPING CONSIDERATIONS:					

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PEST DETECTION/EMERGENCY PROJECTS**

**PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING
OF DETECTION TRAPPING PROGRAMS**

January 2020

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/index.html).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

Types of Plants

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

Frequency

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

Preparation

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), spongy moth (SM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.
2. Planting specimens are pre-marked as follows:
 - a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
 - b. SMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
 - c. JBs have a mounting-pin hole through the sternum.
3. Trap type – QCP species correlation:

<u>TRAP</u>	<u>QCP</u>
a. McPhail, Multilure or ChamP	Any one of the target fly species: MF, ML, MX, OF
b. Trimedlure Jackson	MF
c. Cue-lure Jackson	ML
d. Methyl eugenol Jackson	OF
e. SM	SM
f. JB	JB
g. EGVM	EGVM

4. Only one specimen per trap will be planted.
5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.
6. All planting specimens will be in good condition, clearly showing distinguishing body parts.
7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.
7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.
8. All specimens are stored in alcohol, with the exception of EGVM and SM, which are stored dry in a freezer.
9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

Planting Procedure

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.
2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.
3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.
4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. SM and EGVM will be placed so that the tops of the wings are visible, and SM may be placed under the trap lip to ensure that

the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.
6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

Reporting

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day] - planter's initials (e.g., rl for Ray Leclerc) - qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:
Ana Nistor
AnaMaria.Nistor@cdfa.ca.gov

QCP contact at PD/EP Headquarters:
Ana Nistor

AnaMaria.Nistor@cdfa.ca.gov

Sample Submission

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab
 CDFA Plant Pest Diagnostics Center
 3294 Meadowview Road
 Sacramento, CA 95832-1448
 Phone: 916-262-1100

Missed Plant

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.

- 1. Fruit Flies or EGVM: Three (in any combination)**
- 2. SM or JB: Two, or one plus any other insect (in any combination)**

Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

PEIR Management Practices (MP) and Mitigation Measures (MM) For Trapping

January 2022

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center / Governor's Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
 - Wear rubber boots, coveralls, rubber gloves, and eye protection.
 - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
 - Shovel contaminated material into a leak-proof container.
 - Do not hose down the area.
 - Work carefully and safely; do not hurry.
 - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
 - Follow the steps listed for all above and include the additional number below.
 - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
 - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
 - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
 - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
 - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
 - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
 - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2023
Project Leader:	Monica Nielsen
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhail traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of San Bernardino County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

Part B

		Check Applicable Requirements
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Monica Nielsen
Signature*:	
End Date:	06/30/2024

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2023
Project Leader:	Monica Nielsen
Description of Activity:	Spongy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Spongy moth trapping conducted within the whole of "insert County name here" County. Property types are various (residential, agriculture, mixed use, undeveloped) and have spongy moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect spongy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

Part B

Check Applicable Requirements	
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	
Database	Date Reviewed
California Natural Diversity Database	N/A
303(d) List of Impaired Waters	N/A
EnviroStor Hazardous Site	N/A

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Monica Nielsen
Signature*:	
End Date:	06/30/2024

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2023
Project Leader:	Monica Nielsen
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of "insert County name here" County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.20

Part B

Check Applicable Requirements	
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	
Database	Date Reviewed
California Natural Diversity Database	N/A
303(d) List of Impaired Waters	N/A
EnviroStor Hazardous Site	N/A

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Monica Nielsen
Signature*:	
End Date:	06/30/2024

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Budget and Survey Quick Guide
Pest Detection County Agreements

Budget summary guide of the fund source breakdown.

County: Mariposa
FY: 23/24

Total Agreement Amount CDFA will reimburse \$ 33,386.00

Funding Sources	CORE Costs			Additional Costs	CalTrap Costs	Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle				
<i>Federal Funds</i>	\$ 11,683.07	\$ 3,930.72				\$ 15,613.79	46.77%
<i>State Funds</i>	\$ 3,894.15	\$ 7,861.44	\$ 1,518.62			\$ 13,274.21	39.76%
<i>Unclaimed Gas Tax</i>				\$ 2,735.00	\$ 1,763.00	\$ 4,498.00	13.47%
<i>PD/EP Branch general funds</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
<i>CDFA Emergency Funds</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Totals	\$ 15,577.22	\$ 11,792.16	\$ 1,518.62	\$ 2,735.00	\$ 1,763.00	\$ 33,386.00	100%

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to reimburse county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

Budget and Survey Quick Guide

Pest Detection County Agreements

County: Mariposa

FY: 23/24

Survey Summary Guide: This form is to aid in billing and invoicing

Disclaimer: Refer to contract for full survey details. Does not include EFF, SM and JB Additional Extended Season Traps

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB	KB						
Core	35							35	200	16							
Additional								0			3						
Other								0									
Total trap/site surveyed/Mo	35	0	0	0	0	0	0	35	200	16	3	0	0	0	0	0	0
Servicing/trap/Mo	2.17								2.17	2.17	1						
Servicings/Mo	76	0	0	0	0	0	0	75.95	434	34.7	3	0	0	0	0	0	0

TRAPPING SEASON for CORE PROGRAM												
Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP												
OF												
ML												
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	2			
JB						2	2	2	2			

TRAPPING SEASON for ADDITIONAL ACTIVITIES												
Survey Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Khapra Beetle (KB)					1	1	1	1	1	1		

4 weekly servicings 2 biweekly servicings 1 monthly servicings

COUNTY LETTERHEAD

Attachment H

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE PLANT HEALTH AND PEST PREVENTION SERVICES Pest Detection Emergency Projects Branch 1220 N STREET SACRAMENTO CA 95814 
--

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Revision Date:	
Billing Period:	From: To:

CORE Costs

	Total Hours	Total Costs
Personnel Expenses		
Detection Activities	0.00	\$ -
Non-Detection Activities	0.00	\$ -
Indirect Rate	25%	\$ -
Operating Expenses		\$ -
Sub-Contracting Expenses		\$ -
Mileage Expenses		\$ -
Grand Total	0.00	\$ -

Mileage Expense Breakout	Total Miles	Rate	Total Cost
County Vehicles	0.00	0.000	\$0.00
State Vehicles	0.00	0.000	\$0.00
Rental Vehicles	0.00	0.000	\$0.00
Total Mileage Expenses:			\$0.00

COMMENTS:

REMIT PAYMENT TO: (County Address)

<i>For State Use Only</i>

Invoice Month/Year: _____

Accounting use only:

Accounting use only:

PDEP County Agreements Required		
Trap Activity	%	Cost
Core Cost		
Fruit Flies	0.000%	\$0.00
GM	0.000%	\$0.00
JB	0.000%	\$0.00
Total	0.000%	\$0.00

COUNTY LETTERHEAD

Attachment H

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE PLANT HEALTH AND PEST PREVENTION SERVICES Pest Detection Emergency Projects Branch 1220 N STREET SACRAMENTO CA 95814	
--	---

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Revision Date:	
Billing Period:	From: To:

Additional Costs

	Total Hours	Total Costs
Personnel Expenses		
Detection Activities	0.00	\$ -
Non-Detection Activities	0.00	\$ -
Indirect Rate	25%	\$ -
Operating Expenses		\$ -
Sub-Contracting Expenses		\$ -
Mileage Expenses		\$ -
Grand Total	0.00	\$ -

Mileage Expense Breakout	Total Miles	Rate	Total Cost
County Vehicles	0.00	0.000	\$0.00
State Vehicles	0.00	0.000	\$0.00
Rental Vehicles	0.00	0.000	\$0.00
Total Mileage Expenses:			\$0.00

COMMENTS:

Invoice Month/Year: _____

REMIT PAYMENT TO: (County Address)

<i>For State Use Only</i>

Accounting use only:

Accounting use only:

PDEP County Invoice Breakdown		
Trap Activity	%	Cost
Additional Cost		
Fruit Flies	0.000%	\$0.00
GM	0.000%	\$0.00
JB	0.000%	\$0.00
	0.000%	\$0.00
	0.000%	\$0.00
	0.000%	\$0.00
Total	0.000%	\$0.00

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

Invoice Month/Year: _____

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Pest Detection Emergency Projects Branch
1220 N STREET
SACRAMENTO CA 95814



Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Accounting use only:

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Revision Date:	
Billing Period:	From: To:

CalTrap Costs

	Total Hours	Total Costs
Personnel Expenses		
Training Hours	0	\$ -
Data Entry Hours ¹	0	\$ -
Data Conversion - Manual Entry ²		\$ -
Data Conversion - Bulk Upload ³		\$ -
iPad/iPad Expenses		\$ -
Indirect Rate	25%	\$ -
Grand Total	0	\$ -

REMIT PAYMENT TO: (County Address)

Data Conversion			
	No. of Sites	Cost Per Site	Cost
² Data Conversion - Manual Entry	0.00	\$1.4000	\$0.00
³ Data Conversion - Bulk Upload	0.00	\$0.6323	\$0.00

For State Use Only

iPad/iPad Expenses			
	No. of Devices	Cost Per Devise	Cost
iPad	0.00	\$0.00	\$0.00
iPad Accessories	0.00	\$0.00	\$0.00
Data Plan	0.00	\$0.00	\$0.00
Insurance/Warranty (optional)	0.00	\$0.00	\$0.00
Total iPad/iPad Expenses:			\$0.00

COMMENTS:

^{1 2 or 3} - County can only bill for 1 of the 3 data conversion hour costs listed. Please see the corresponding superscript notation above. Also reference the executed agreement for allowable CalTrap expenses.

California Department of Food and Agriculture
Pest Detection Program
Budget Period FY 2022/2023
Email invoices to: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

Date:
County:
Agreement No:
Invoice No:
Billing Period:
Revision Date:

Trap Activity	Percentage	Amount
Core Cost		
Fruit Flies	0%	\$0.00
GM	0%	\$0.00
JB	0%	\$0.00
Additional Cost		
Fruit Flies	0%	\$0.00
GM	0%	\$0.00
JB	0%	\$0.00
Other traps	0%	\$0.00
Totals	0%	\$0.00

CDFA USE ONLY

A. Personnel**Detection Trappers**

Employee Name	Title	Hours	Hourly Rate *	Total
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
16		0.00	\$0.00	\$0.00
17		0.00	\$0.00	\$0.00
18		0.00	\$0.00	\$0.00
19		0.00	\$0.00	\$0.00
20		0.00	\$0.00	\$0.00
21		0.00	\$0.00	\$0.00
22		0.00	\$0.00	\$0.00
23		0.00	\$0.00	\$0.00
24		0.00	\$0.00	\$0.00
25		0.00	\$0.00	\$0.00
Detection Salary Subtotal:				\$0.00

Non-Detection Trappers

Employee Name	Title	Hours	Hourly Rate *	Total
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
Non-Detection Salary Subtotal:				\$0.00

* The Hourly Rate must include Hourly Wage and Benefit Rate

** Overhead percent is editable, must not exceed 25%

Personnel Subtotal: **\$0.00**
Overhead** 0% **\$0.00**
Personnel Total: \$0.00

B. Supplies (Itemized such as: trapping poles, office & field supplies, etc.)

Supplies (includes each set of shipping prices, unless noted supplies, only)	
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
Supplies Total: \$0.00	

C. Subcontractor

Title/Description	Hours	Hourly Rate	Total
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
Subcontractor Total:			\$0.00

D. Vehicle Operations

	Mileage	Rate ***	Total
1 State	0.00	\$0.000	\$0.00
2 County	0.00	\$0.000	\$0.00
3 Rental Vehicles	0.00	\$0.000	\$0.00
4 Other	0.00	\$0.000	\$0.00
Vehicle Total:			\$0.00

*** Mileage rates: Must not exceed the Federal Mileage Rate

E. Other Items of Expense (e.g., communications, IT services, Travel)		Total
1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
Other Total:		\$0.00

Remit payment to:

Contact Person

Mailing Address

Contact Phone No

Contact Email

Invoice Total Cost: \$0.00

COMMENTS:

Green = Fillable cells to be completed by the County.

Purple = Subtotals and totals. These contain formulas - **DO NOT MODIFY!**

Orange = Instructions.

"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE
FY 2020 - 22 Pest Detection CalTrap

INVOICE

1/25/22

Green = fillable cells to be completed by the County.

Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

Orange = instructions.

Date:
County:
Agreement No:
Invoice No:
Billing Period:
Revision Date:

Approval Stamp: CDFA USE ONLY

A. PERSONNEL**SALARY - Training****Employee Name****Title**

HOURS **HOURLY RATE**
w/o BENEFITS

COST

1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
16		0.00	\$0.00	\$0.00
17		0.00	\$0.00	\$0.00
18		0.00	\$0.00	\$0.00
19		0.00	\$0.00	\$0.00
20		0.00	\$0.00	\$0.00
21		0.00	\$0.00	\$0.00
22		0.00	\$0.00	\$0.00
23		0.00	\$0.00	\$0.00
24		0.00	\$0.00	\$0.00
25		0.00	\$0.00	\$0.00

SALARY SUBTOTAL: \$0.00

BENEFITS

BENEFIT
RATE %

SALARY

BENEFIT
COST

1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
11	0.0000%	\$0.00	\$0.00
12	0.0000%	\$0.00	\$0.00
13	0.0000%	\$0.00	\$0.00
14	0.0000%	\$0.00	\$0.00
15	0.0000%	\$0.00	\$0.00
16	0.0000%	\$0.00	\$0.00
17	0.0000%	\$0.00	\$0.00
18	0.0000%	\$0.00	\$0.00
19	0.0000%	\$0.00	\$0.00
20	0.0000%	\$0.00	\$0.00
21	0.0000%	\$0.00	\$0.00

22
23
24
25

0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
BENEFIT SUBTOTAL:		\$0.00

SALARY - Data Conversion Personell Costs

	<u>Employee Name</u>	<u>Title</u>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

	<u>HOURS</u>	<u>HOURLY RATE w/o BENEFITS</u>	<u>COST</u>
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
SALARY SUBTOTAL:			\$0.00

BENEFITS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

	<u>BENEFIT RATE %</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
BENEFIT SUBTOTAL:			\$0.00

0 % Overhead (Not to exceed 25%)

<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST*</u>
\$0.00	\$0.00	\$0.00
TOTAL PERSONNEL COST:		\$0.00

B. Data Conversion Costs (Manual and Bulk) and Operating Expenses

Item
Data Conversion - Manual Entry
Data Conversion - Bulk Upload

<u>NO. OF SITES*</u>	<u>COST PER SITE</u>	<u>COST</u>
0.00	\$1.4000	\$0.00
0.00	\$0.6323	\$0.00

iPad
iPad Accessories
Data Plan
Insurance/Warranty (optional)

<u>NO. OF DEVICES</u>	<u>COST PER DEVICE</u>	<u>COST</u>
0.00	\$0.00	\$0.00
0.00	\$0.00	\$0.00
0.00	\$0.00	\$0.00
0.00	\$0.00	\$0.00

TOTAL SECTION B COSTS: \$0.00

*This is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.

TOTAL MONTHLY INVOICE: \$0.00

COMMENTS:

Remit payment to:
Contact Person
Mailing Address
Contact Phone No
Contact Email



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-38

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Approve a Letter of Support for the Henness Ridge Acquisition and Tribal Stewardship Initiative; and Authorize the Board of Supervisors Chair to Sign the Letter

RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for the Henness Ridge Acquisition and Tribal Stewardship Initiative; and Authorize the Board of Supervisors Chair to Sign the Letter.

This letter supports the Southern Sierra Miwuk Nations Tribal Nature Bases Solutions Grant application. Their project is to acquire nearly 900 acres of Henness Ridge. This project would return the land to cultural and tribal stewardship for the first time in 175 years.

The Mariposa County Fire Advisory Committee (MCFAC) recommends this letter of support.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely submits letters of support for projects that fit within the legislative platform. The tribe plans to perform restoration to the area post-Ferguson Fire if the parcel is acquired.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter and the outside partners project will go without county support. Supervisors could send letters of support as individuals.

FINANCIAL IMPACT

None.

ATTACHMENTS

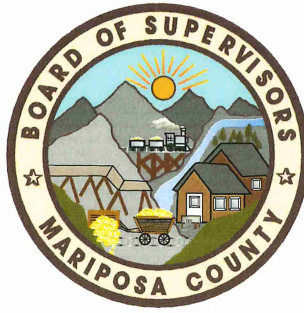
1. Letter of support 2-6-24

VOTE RESULT

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

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 SHANNON POE
District 3 DANETTE TOSO
District 4 WAYNE FORSYTHE
District 5 MILES MENETREY
February 6, 2024



DALLIN KIMBLE
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

Geneva Thompson, California Natural Resources Agency
Attn: Tribal Nature-Based Solutions
715 P Street, 20th Floor Sacramento, CA 95814

RE: Support for Henness Ridge Acquisition and Tribal Stewardship Initiative

The Mariposa County Board of Supervisors is proud to support the Southern Sierra Miwuk Nation (aka American Indian Council of Mariposa County) Tribal Nature Based Solutions Grant application. The Henness Ridge Acquisition and Tribal Stewardship Initiative will enable the acquisition of nearly 900 acres of SSMN ancestral homelands located on Henness Ridge bordering Yosemite National Park and Sierra National Forest. This project returns this land to cultural, tribal stewardship for the first time in 175 years. This project has been recommended by the Mariposa County Fire Advisory Committee which was established to recommend priority plans and projects to the Board on important topics such as pre-fire coordination, fire risk reduction, and resource resiliency. Committee voting members include representatives from Mariposa RCD, Mariposa Fire Safe Council, UCCE, Mariposa County OES, Mariposa Public Works, Cal Fire MMU and more who voted unanimously for this important project.

The Southern Sierra Miwuk and their descendants have resided within the boundaries of this landscape for thousands of years before land settlement. Despite displacement, SSMN has been in constant continued relationship with the land within these territories through ancestral connections, traditional lifeways, spiritual and ceremonial use. The return of this land to the SSMN tribal community for their continued stewardship will realize their birthright of tending the land of their ancestors and reconnect to the natural, cultural resources of this land for cultural preservation and environmental conservation.

We recognize that the SSMN is actively building their capacity to manage and steward this land. By developing a trained tribal workforce as well as collaborating with neighboring Tribes and ally organizations, the tribe is well poised to perform the restoration needed for post-Ferguson Fire recovery and increased wildfire resilience. The planning activities funded through this grant will further prep the Tribe and land to implement both modern and traditional ecological stewardship methods. This will provide added protection to the neighboring community of Yosemite West and the land's unique habitat as well as grow capacity for tribal cultural use, educational programming, workforce development and climate mitigation.

The Mariposa County Board of Supervisors supports SSMN acquisition and stewardship of this land. We strongly urge the CNRA to approve this project for funding.

Sincerely,

Miles Menetrey, Mariposa County Board Chair



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Approve the December 12th, 19th, 2023, and January 9th, 2024, Board of Supervisors Meeting Minutes

RECOMMENDATION AND JUSTIFICATION

Approve the December 12th, 19th, 2023, and January 9th, 2024, Board of Supervisors Meeting Minutes

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves the meeting minutes submitted by the Clerk of the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the minutes remain in draft status.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. CA12122023 - DRAFT
2. CA12192023 - DRAFT
3. CA010924 - DRAFT

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



Mariposa County

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

5100 Bullion Street

<http://www.mariposacounty.org/>



MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES DECEMBER 12, 2023

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

Chair Menetrey 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
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey noted the 2:00 PM item will be continued to December 19th, 2023, at 9:00 AM or soon thereafter and noted CA.8 requires a 4/5th vote.

Public comment was received by Mike Brusa/Resident who noted people are communicating about the government, and they seem not to be aware of their right to public comment. He noted why he came to voice his thoughts and opinions. He began to comment on CA. 1, noting the waiver of liability the government grants itself. He noted that action takes away a citizen's ability to hold the government accountable.

Supervisor Smallcombe commented on CA. 7 and 9 deferring to staff to comment further, but she noted her anger with Senate Bill (SB) 43. She noted this legislation was adopted without consideration of jurisdictions, noting it offers no funding for implementation. She gave further background on SB 43. Joe Lynch/Health and Human Services Agency Director noted SB 43 is much like SB 2. He noted that in the past, the county could be flexible with how they managed and ran the programs. He noted SB 43 could impact up to \$4 Million in funding. He noted they would dictate what the County can do with \$3 - 5 million. He acknowledged the action of deferring is kicking the can down the road, but it will give the County time to devise a plan. Dr. Kristina Kehley/Division Director noted law enforcement could make the decision in the field, and the track team and clinicians could decide if an individual is gravely disabled.

Supervisor Smallcombe expressed her appreciation to those working through CA. 9 after the passing of the prior owner. She noted it took a lot of persistence, but this contract is much needed for the Fish Camp area.

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

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Administration

Approve a Three Year Agreement with David Donn Consulting, Inc. for the Worker's Compensation Managed Care Program for an Amount Not to Exceed \$63,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. Board of Supervisors

Ratify Letter of Support for the Upper Merced River Watershed Council (UMRW) WaterSmart Grant Application

CA4. Clerk of the Board

Department Head Signed Agreements

CA5. Clerk of the Board

CAO (Purchasing Agent) Signed Agreements

CA6. Clerk of the Board

Receive the Fiscal Year 2023-2024 Annual Report from the Yosemite/Mariposa County Tourism Bureau (YMCTB)

CA7. Health and Human Services Agency

Adopt a Resolution of Intention to Defer Implementation of the Changes Made to Welfare and Institutions Code Section 5008 by Senate Bill 43

CA8. Health and Human Services Agency

Approve Budget Action Increasing Revenue and Appropriations in the New Capital Improvement Project (CIP) Fund Budget for Costs Related to the 5123 Jones Street Project (\$40,000) (4/5ths Vote Required)

CA9. Public Works

Approve Agreement with Thunder Ridge in the Amount of \$70,000 for Snow Removal; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. Public Works

Approve Task Order No. 4 with Black Water Consulting Engineers in the Amount of \$237,600 for Yosemite West Wastewater Treatment Plant; and Authorize the Board of Supervisors Chair to Sign the Task Order

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

None.

G. Public Comment on Non-Agenda Items

Public comment was received by Jonathan Noel/Resident who noted the road in front of the Highschool is in "piss poor" shape. He asked how we get it paved or overlayed, noting the danger is up there, especially for the children. He asked who he could contact to repair and maintain the road.

Mike Brusa noted he started a new book. He noted he has discussed cherry-picking. He then discussed Thomas Payne and the French and English War.

Jeanne-Ann Pine/Resident thanked all involved in the Christmas parade. She noted everyone involved did a fabulous job.

H. Closed Session

Chair Menetrey read the closed session items. No public comment was received on any of them.

9:31 AM Chair Menetrey recessed the Board into closed session.

1. Board of Supervisors

CLOSED SESSION: Public Employee Discipline/Dismissal/Release (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

2. Administration

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

3. County Counsel

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (B) of Government Code Section 54956.9; Number of Cases to be Discussed: 2

RESULT: CLOSED SESSION HELD

I. 2:00 PM Reconvene

1. Planning

PUBLIC HEARING: to Consider Adopting a Resolution Accepting the 2022 General Plan Annual Report Plan; and Approving the 2023 General Plan Amendments Schedule, County Project No. 2023-073

2:01 PM Chair Menetrey reconvened and noted this item was continued to December 19th, 2023, at 9:00 AM or soon thereafter.

RESULT: CONTINUED to December 19th, 2023, at 9:00 AM or soon thereafter

2:03 PM Chair Menetrey recessed the Board back into closed session.

Report Out

2:26 PM Chair Menetrey reconvened the Board meeting and reported that during closed session, the following occurred:

- Closed session item H.1, the Board took action to terminate Debbie Willis/Building Director with no severance per the severance policy by unanimous vote.
- Closed session item H.2, Information was received and direction was given.
- Closed session item H.3, the Board voted to reject Government Code Claim No. C23-21, presented by Anthony Silva, and Claim No. 23-22, presented by Erica Silva on November 15th, 2023, alleging damage to each claimant in the amount of \$200,000,000 based on the County's alleged failure to investigate or confirm the credentials of an individual who represented to them to be a general contractor licensed by the state of California to accomplish installation of solar panels on their home. The vote was unanimous.

J. Board Information

None.

K. Adjournment

2:29 PM Chair Menetrey adjourned in memory of Brenda Lee Roberts and Walter Rottenkolber.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT



Mariposa County

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES DECEMBER 19, 2023

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

Chair Menetrey 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
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Dallin Kimble/County Administrative Officer introduced Mike Brinkman/CGS Consultant. Mr. Brinkman noted he appreciated the opportunity and looked forward to getting the Building Department back on track.

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

Chair Menetrey noted that CA. 11 had been withdrawn.

Mike Brusa/Resident, noted he always comments on CA. 1. He felt it was important to call out the immunity the county gives itself in the resolution. He noted he felt legislation in this day and age is nonsense. He expressed that if one understands the law, there should be no legislation. He noted you cannot say, "Here is a rule, but I am immune," which is what the county has done. He exclaimed that the board and government needed to stop getting involved in areas they should not be in.

Supervisor Smallcombe commented on CA. 2, noting for employees, this is an item that has been in the works for quite some time. She explained there are ten ten-hour sessions where employees learn new strategies and new skills that can help them be more successful in their positions. Chair Menetrey noting the campus will be held in the Board Chambers. Mr. Kimble also explained they had 40 seats available, and it filled up in a week, and there were other counties participating.

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 IV Supervisor Forsythe, District II Supervisor Poe

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Administration

Approve a Memorandum of Understanding (MOU) with the California Counties Foundation, Inc., for Staff Training in an Amount Not to Exceed \$69,440; and Authorize the Board of Supervisors Chair to Sign the MOU

CA3. Clerk of the Board

Approve the September 12th, 18th, 19th, October 10th, 17th, 31st and December 5th, 2023, Board of Supervisors Minutes

CA4. County Counsel

Approve Fifth Amendment to Lease Agreement for Hornitos Grazing; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA5. Fire

Adopt a Resolution Approving the Submission of the 2023-2024 CCI Calfire Wildfire Prevention Grant Application, 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 for up to \$3,000,000; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Subsequent Documents Related to the Grant (Subject to Approved as to Legal Form by County Counsel)

CA6. Health and Human Services Agency

Approve First Amendment to the Agreement with Jackson and Coker Locum Tenens, LLC for Inclusion of Additional Services and Costs; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA7. Health and Human Services Agency

Approve an Agreement with the Department of Housing and Urban Development (HUD) in the Amount of \$72,590 for Homeless Continuum of Care (CoC) Grant Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. Health and Human Services Agency

Approve an Agreement with Transformations in the Amount of \$884,402 for Crisis Response Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. Health and Human Services Agency

Appoint Lindsay Burtle to the Mariposa County Commission on Aging, Representing the District II Position with a Term Coinciding with the Remainder of the District II Supervisors' Current Term, Expiring on January 6th, 2025, at 11:59 AM

CA10. Planning

Approve the Submittal of an Application to the Caltrans Sustainable Transportation Planning Grant Program for \$500,000 to Fund the Mariposa Town Transit and Economic Development Initiative; Authorize the Board of Supervisors Chair to Sign a Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and any other documents pertaining to this Grant, If Awarded (Subject to Approval as to Legal Form by County Counsel)

CA12. Public Works

Recognize Robert Keller Posthumously for His Years of Service to the Water Agency Advisory Board

CA13. Public Works

Appoint Dave Conway to the Water Agency Advisory Board as an At -Large Member to Fill an Unexpected Unexpired Term Ending April 26, 2025

CA14. Public Works

Adopt a Resolution Approving the Submittal of a Grant Application for \$125,000 in Financial Assistance to the Department of Water Resources for the Mariposa County Drought Resilience Plan

CA15. Sheriff's Office

Adopt a Resolution of Authorization to Apply for Fiscal Year 2023 Emergency Management Performance Grant Program; Accept Grant Funding; Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel); and Authorize the Sheriff to Sign the Reporting Documents

CA16. Sheriff's Office

Adopt a Resolution of Authorization to Apply for Fiscal Year 2023 Homeland Security Grant Program; Accept Grant Funding; Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel); and Authorize the Sheriff to Sign the Reporting Documents

E. Items removed from Consent Agenda

CA11. Probation

Approve a Memorandum of Understanding (MOU) with Multiple Probation Agencies Throughout California for Mutual Aid; and Authorize the Chief Probation Officer to Sign the MOU

RESULT: WITHDRAWN

F. Departmental Presentation

Joe Lynch/Health and Human Services Agency noted this holiday season has been the most crisis-ridden. He announced to the Board and asked the public if they have energy needs, food insecurity needs, housing support issues, or necessities for themselves or their families to contact 209-966-2000 and HHSA will assist. He also noted that if anyone finds themselves in crisis, call 209-966-7000 or Hotline 988. He noted holidays can be a struggle, and people should reach out; they are not alone.

Steve Ward/Cal Fire/Mariposa Fire Division Chief noted today that Cal Fire moved into base-level staffing, and the County's Amador is in full swing. He also noted that permitted requirements for burning had ended.

Kari Kisela/ Mariposa Chamber announced the winners of the 2023 Christmas Parade.

G. Public Comment on Non-Agenda Items

Wendy Brown/Resident commented on the murals, noting they turned out very well. She noted the Pizza Factory mural was restored, and they did a wonderful job. She noted the Miwuk is improved, and it pops out. She noted in the spirit of Diversity, Equity, and Inclusion (DEI), she would like to see everything be equal, especially as the Miwuk is very prominent.

Mike Brusa noted he was reading a book on Thomas Payne. He noted Payne was a pain to get along with. He gave some background and history on Thomas Payne. He then discussed the \$68 Billion California deficit.

Marvin Wells/Resident introduced himself as Santa's Marvelous Marvin. He thanked the board for recognizing those who lost their lives in service of this country and community. Santa asked the Chair to designate Supervisor Forsythe as Santa's Elf. Supervisor Forsythe assisted in passing out candy to the Board members, County Counsel, Clerk of the Board, and County Administrative Officer.

Supervisor Forsythe noted his wife was being challenged and is sick. He noted the Board met during the strategic planning session and came up with a vision and mission; he noted he felt they missed adding "caring community," as that is what he has encountered with everything going on in his life.

H. Regular Agenda Items

1. Planning

THIS ITEM HAS BEEN CONTINUED FROM DECEMBER 12, 2023, TO DECEMBER 19, 2023, AT 9:00 AM OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD

PUBLIC HEARING: to Consider Adopting a Resolution Accepting the 2022 General Plan Annual Report

Plan; and Approving the 2023 General Plan Amendments Schedule, County Project No. 2023-073.

Chair Menetrey opened the public hearing.

Steve Engfer/Planning Director, gave the staff report and PowerPoint presentation.

Public comment was received by Mike Brusa who noted in the past, he has mentioned both his uncle and father purchased a home with milker pay. He expressed that the government cannot and should not get involved in property owners' land rights.

Board discussion ensued. Chair Menetrey closed the public hearing.

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

2. Planning

Waive the Second Reading and Adopt an Ordinance Titled "Add Chapter 17.106 Yosemite West Mixed-Use Zone" Pursuant to General Plan/Zoning Amendment Application No. 2020-096

Steve Engfer gave the staff report.

Public comment was received by Mike Brusa, who noted words and perceptions are important. He then discussed zoning and zoning rules. He reiterated that when the government gets involved, things get worse.

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

3. Planning

Waive the Second Reading and Adopt an Ordinance Titled "Amend the Mariposa County Zoning Map by Changing the Zoning of APN 006-150-003 from Rural Residential Zone to the Yosemite West Mixed-Use Zone"

Steve Engfer gave the staff report. No public comment.

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

4. Public Works

Approve the Dunn Ranch Subdivision Final Map, Major Subdivision Application 2007-189; Accept the Offers of Dedication of Road Easements for Public Road Access, and the Public Utility Easements; and Reject Maintenance of all the Offered Public Road Access and Public Utility Easements

Supervisor Forsythe recused himself from this item.

Russ Marks/County Surveyor, gave the staff report, noting all 29 conditions as of today have been met. In response to Supervisor Poe, Mr. Marks noted parcels to the south and east that could be developed in the future.

Public comment was received by Jonathan Noel, who asked what the lot sizes were and the total number of lots.

Mike Brusa noted he felt it appropriate that this action would mean the roads would not be the county's responsibility. He noted he felt it gives the owners the option. He noted the first interstate was privately built and is a viable model.

In response to the above comments, Mr. Marks noted this is located on Hornitos Road, 2 miles North of Highway 140. He noted the smallest lot is 5 acres, and the largest is 6 acres. He noted it's a total of 28 parcels.

In response to Supervisor Smallcombe, Mr. Marks noted they look at public benefit when an application for a subdivision is submitted.

RESULT: Adopted
MOVER: District II Supervisor Shannon Poe
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
RECUSED: District IV Supervisor Forsythe

5. Fire

Receive a Presentation Regarding the Current Training Standards for the Mariposa County Fire Department

Chair Menetrey recessed for a very brief moment to bring Supervisor Forsythe back into the room.

Chief Ward gave the staff report. He noted the purpose of this presentation is to address concerns and rumors being circulated about becoming a volunteer firefighter. He then went through the process of becoming a volunteer.

In response to Supervisor Forsythe's question, Chief Ward noted he does require water tender drivers to be a driver/operator. He noted he does allow those individuals to forgo pack testing. In response to Supervisor Poe, Chief Ward noted the County pays for their training and equipment, and as volunteers, they pay for their fuel by volunteering their time. He also noted the 160 hours of required training is spread out over a year and then they are required to take 19 hours of training every year afterwards. In response to Supervisor Smallcombe, he noted that some of the training is available online.

Public comment was received from Russ Marks/Volunteer Firefighter who noted the reason there are training standards is due to liability. He noted the public has an expectation of what will happen if they call 911. He noted further that he used to question the need for driver training, but in the last five or 6 incidents, the command used firefighters differently than private hires. He noted the Oak Fire was the craziest 12 hours of his life, and yes, there is a time commitment, but this is a caring community.

Chair Menetrey noted that the community expects professionalism, especially after seeing the scary nonsense shown in Television shows.

Chief Ward noted the volunteers who commit their time, the best response time volunteer firefighters have is in the evenings and during weekends since they work as well. He further noted Cal Fire is the authority in the wildland fire, but the county does have resources they utilize like rescue, water tenders, and the telesquirt, which is specialized equipment that Cal Fire does not use.

Supervisor Smallcombe thanked Chief Ward for the informative presentation.

6. **Administration**

Recognize Mariposa County Employees For Their Years of Service

Dallin Kimble gave the staff report, noting this is something the Board has done to thank and recognize staff. No public comment. Supervisor Smallcombe read the names of employees with five years of service. Supervisor Poe read the names of employees with ten years of service. Supervisor Toso read the names of employees with fifteen years of service. Supervisor Forsythe read the names of employees with twenty years of service. Chair Menetrey read the names of employees with twenty-five years of service.

RESULT: **RECOGNIZED**

7. **Clerk of the Board**

Approve the November 7th, 2023, Board of Supervisors Minutes

Danielle Bondshu/Clerk of the Board, gave the staff report. No public comment.

RESULT: **Adopted**

MOVER: District III Supervisor Danette Toso

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe

ABSTAINED: District IV Supervisor Forsythe

8. **Clerk of the Board**

Approve the November 21st, 2023, Board of Supervisors Minutes

Danielle Bondshu gave the staff report. No public comment.

RESULT: **Adopted**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
ABSTAINED: District I Supervisor Smallcombe

I. Closed Session

Chair Menetrey read the closed session items. There is no public comment on either item.

11:10 AM Chair Menetrey recessed the Board into a closed session.

1. Administration

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

2. County Counsel

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (B) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

Report Out

11:38 AM Chair Menetrey reconvened and reported that during the closed session:

- Closed Session Item I.1, Information was received, and Direction was given.
- Closed Session Item I.2, By motion of Supervisor Poe, seconded by Supervisor Forsythe, the Board approved rejecting the Claim 23-23 by unanimous vote.

J. Board Information

No information.

K. Adjournment

11:40 AM Chair Menetrey adjourned the meeting in memory of Lenore Valerie Wolfsen Furtado Samson.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey

Chair, Board of Supervisors

DRAFT



Mariposa County

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES JANUARY 9, 2024

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

Chair Menetrey 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
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Dallin Kimble/County Administrative Officer introduced Jeanne Heagle/Public Information Officer, who thanked the Board and the community for the opportunity.

Suzette Prue/John C. Fremont Board of Directors introduced Michael (Mike) Zimmerman/Chief Executive Officer. She also noted they have changed for the better. Mr. Zimmerman noted he comes from a small destination town in Arizona and looks forward to working here.

D. Selection of Chair and Vice-Chair

1. Clerk of the Board

Select a Member to Serve as Chair of the Board of Supervisors for the 2024 Calendar Year

Danielle Bondshu/Clerk of the Board introduced the item. No public comment. Supervisor Forsythe noted he did not want to be chair due to family matters.

SELECTION: Miles Menetrey was selected as the 2024 Chair.

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

2. Clerk of the Board

Select a Member to Serve as Vice-Chair of the Board of Supervisors for the 2024 Calendar Year

No public comment.

SELECTION: Rosemarie Smallcombe was selected as the 2024 Vice-Chair.

RESULT: Adopted (UNANIMOUS)

MOVER: District III Supervisor Danette Toso

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

E. Gavel Presentation

1. Clerk of the Board

Presentation of the Gavel Plaque to Supervisor Menetrey for Serving as the 2023 Board of Supervisors Chair (Board Chair)

Danielle Bondshu gave the staff report. No public comment. Vice-Chair Smallcombe presented Chair Menetrey with the gavel plaque.

RESULT: PRESENTATION HELD

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

Chair Menetrey noted that CA. 11 and 24 require a 4/5th vote. He also noted that CA. 26 was withdrawn and will return on the Jan. 16th agenda.

Shannon Hansen/Public Works Director highlighted some projects; she noted a grant was funding CA. 22 and would result in water tanks being put in place. She touched bases on CA. 24, noting the task order is to assist in the replacement of the stairs that Best Western removed, which was the pedestrian pathway to the County Park. Supervisor Forsythe noted that CA. 22 is fantastic and acknowledged the benefit the communities see

with the stored water.

Steve Ward/Cal Fire/County Fire Division Chief, commented on CA. 22 as well, noting that the water in those areas is critical in nature. He noted the project proved positive as the tank in Bootjack was installed the day before the Oak Fire broke out, and it played a major role in the turnaround time to get water to the fire lines.

Mike Brusa/Bear Valley Resident, commented on CA. 1, noting the local emergency was put into place in 2018; he stated we are now in 2024, and this has proven a long emergency. He wanted to ensure he was on record for saying something in regards to the government releasing themselves from liability. He reiterated that it is inappropriate and then discussed the issues of governments being monopolies.

Kaitlyn Wagoner/Mountain Crisis thanked the board for bringing CA.6 in recognition of Human Trafficking Awareness Month.

In response to Supervisor Poe, Director Hansen noted the water tank set to be placed at Red Cloud library will be filled by the existing well. Chief Ward also noted water tenders are 2000 and 3800 gallons.

Supervisor Smallcombe commented on CA. 6 that people need to be aware of their surroundings as well as know the indicators of trafficking. She noted if they believe someone is being trafficked call the Sheriff's Office at 209-966-3615. She further noted Mariposa is not immune and has seen three human trafficking cases in the last year.

Joe Lynch/Health and Human Services Agency Director, noted for CA. 13, the original contract was anticipated as a normal expenditure; he noted they saw a record amount of detainment, and Native Solutions stepped in to assist. He also noted they do not foresee needing more funds in response to Supervisor Toso.

In response to Supervisor Poe, Steve Engfer/Planning Director noted the Maddy Act is a section of the Government Code that mandates how vacancies are dealt with and noticed.

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 IV Supervisor Forsythe, District II Supervisor Poe

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Administration

Approve a Three-Year Sublease Agreement with the California Department of General Services (DGS) for Sierra Nevada Conservancy (SNC) to Sublet the 11th Street Office Building Space from Mariposa County in the Amount of \$46,800; and Authorize the Board of Supervisors Chair to Sign the Sublease Agreement

CA3. Board of Supervisors

Ratify a Letter of Support for the Mariposa County Resource Conservation District (2023 Chair Menetrey)

CA4. Board of Supervisors

Ratify a Letter of Support for the Lushmeadows Ladder Fuels Project, Phase 2 (2023 Chair Menetrey)

CA5. Board of Supervisors

Ratify a Letter of Support for the Fremont Fuel Reduction Project (2023 Chair Menetrey)

CA6. Board of Supervisors

Proclaim the Month of January 2023 as "Human Trafficking Awareness Month"

CA7. Clerk of the Board

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA8. Clerk of the Board

Receive the List of Software License Agreements Entered into by the CAO (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in December of 2024

CA9. County Counsel

Re-Appoint Matt Johnson and Rhonda Scherf to the Law Library Trustees Board with Terms Expiring January 9, 2025

CA10. Health and Human Services Agency

Approve First Amendment to Agreement with the California Association of Environmental Health Administrators (CAEHA) Increasing the Amount by \$7,343.12 for a New Amount Not to Exceed \$67,343.12; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds within the Environmental Health Department Budget to Cover the Amendment (\$7,343)

CA11. Health and Human Services Agency

Approve Budget Action Increasing Revenue and Appropriations in the 5579 Capital Improvement Project (CIP) Fund Budget for Costs Related to the Adult Detention Facility (ADF) Construction (\$36,500) (4/5ths Vote Required)

CA12. Health and Human Services Agency

Adopt Bylaws for the Santa Cruz, Monterey, Merced, San Benito, Mariposa Managed Medi-Cal Care Commission for the Santa Cruz, Monterey, Merced, San Benito, Mariposa Managed Medi-Cal Care Commission

CA13. Health and Human Services Agency

Approve Second Amendment to Agreement with Native Solutions Family Guidance Center Increasing

the Amount by \$50,000 for a New Amount of \$90,000 for Child Welfare Supportive Services and TRADE Sober Living Home Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. Health and Human Services Agency

Approve an Agreement with the California Health and Human Services Agency (HHS) for Data Sharing and Information Exchange; and Authorize the Director of Health and Human Services Agency to Register in the Portal and Sign the Agreement.

CA15. Health and Human Services Agency

Approve First Amendment to Agreement with Community Social Model Advocates, Inc. (CSMA) Increasing the Amount by \$100,000 for a New Amount of \$125,000 for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. Health and Human Services Agency

Approve First Amendment to the Agreement with Solutionz Conferencing, Inc. for Information and Technical Services Extending the Term to April 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. Planning

Accept Resignation and Recognize the Service of Koren Blau-Monroe to the Code Compliance Advisory Committee

CA18. Planning

Approve First Amendment to Lease Agreement with Jennifer Kiser and Peter Kiser Increasing the Amount by \$6,959 for a New Amount not to Exceed \$30,005, for Unexpected Costs Associated with Preparing an Exterior Wall for Installation of Mural; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA19. Planning

Ratify an Agreement with AmeriCorps Project Sponsor for the Awarded Partnership with Camping Unlimited, an AmeriCorps NCCC Crew (Camp Krem in Awahanee) between January 8 and April 17, 2024

CA20. Planning

Adopt a Resolution Authorizing Notice of Non-Renewal of a Portion of Land Conservation Act Contract Land

CA21. Public Works

Adopt a Resolution Accepting a Grant Deed From Hui Tu Im, a Married Man as His Sole and Separate Property and Edward Im, a Single Man, as Joint Tenants, Conveying Property Needed For Construction of the Dogtown Road Bridge; Approve an Agreement for Acquisition of Property for Bridge No.

40C0039 (Dogtown Road over Maxwell Creek); Authorize the Board of Supervisors Chair to Sign the Agreement; and Authorize the Auditor to Submit Payment to Inter-County Title Company for \$7,125

CA22. Public Works

Approve an Agreement with Williams Excavation Inc. for the Natural Disaster Water Storage Mitigation Project in the Amount of \$2,156,056; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA23. Public Works

Approve an Agreement with Don Fowler Construction for Probation Window Replacement in the Amount of \$119,600; and Authorize the Board Supervisors Chair to Sign the Agreement

CA24. Public Works

Approve Task Order No. 5 with Mark Thomas for the Mariposa CMAQ Stair Replacement Project in the Amount of \$305,910; Authorize the Board of Supervisors Chair to Sign the Task Order; and Approve Budget Action Increasing Revenue and Appropriations in the Capital Improvement Budget Receiving Unanticipated Revenue (\$351,796) (4/5ths Vote Required)

CA25. Public Works

Approve Task Order No. 6 with Mark Thomas for Courthouse Sidewalk and Lighting Design Services in the Amount of \$98,438; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA27. Public Works

Approve First Amendment to Task Order No.1 with Black Water Increasing the Amount by \$17,577 for a New Amount Not to Exceed \$276,407 for Natural Disaster Water Storage Mitigation Project Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

G. Items removed from Consent Agenda

CA26. Public Works

Approve an Agreement with Kroeker, Inc., for Highway 140/6th Street Storm Drain Improvements in the Amount of \$170,625; and Authorize the Board of Supervisors Chair to Sign the Agreement

RESULT: WITHDRAWN

H. Departmental Presentation

Joe Lynch provided an update on the move to the Central California Alliance for Health, noting they get five to seven people daily coming in. He noted to the Board and the listening public that the Office to sign up is open Monday through Friday from 9:00 AM to 4:00 PM with a lunch period from 1:00 PM 2:00 PM. He noted individuals can call 1-800-700-3874 or call 209-966-2000 to be transferred. He stated the office to sign up is located at the HHSA Building, 5362 Lemme Lane.

Keri Kisela/Mariposa County Chambers of Commerce noted to the Board and public to save the date of March 23rd for the Business Awards Dinner at Tenaya Lodge. She noted the theme is "Magic of Spring and Enchanted Evening". She announced last Thursday, in the business association meeting, YARTS announced that Martin Luther King Jr. Day is a free ride day for residents. She also noted locals can pick a free ride day between February 10th and 25th.

Dallin Kimble updated the Board on the Strategic Plan. He noted departments are working on objectives to submit to him on January 19th. He also noted that he is working on the legislative platform and hopes to bring it to the Board on February 6th. He reminded the Board if there is anything on their radar that we should be supporting, he wants to hear about it. Supervisor Smallcombe thanked Mr. Kimble for the update, and she asked if there was an intent or plan in place for the public to be a part of the conversation. He noted the public will have the opportunity to participate.

Shannon Hansen noted winter weather is upon us. She noted in preparation. They have seven new open positions and have contracts in place for Foresta and Fish Camp. She also noted they had secured an extra-help employee for the Wawona area to plow snow. She reminded the public that as the weather hits, to not park in the public right of way. Public Works will remove or ticket your vehicle if it blocks the County's ability to plow the public right of way properly. She also noted the County has prepared a list of contractors that can be called upon to assist if the County sees storms like last year. Supervisor Poe noted the crew in North County has done a phenomenal job. He asked what could be done about individuals from the valley coming up and sledding in the right of ways. Director Hansen noted they should meet to discuss his question, and they can get some signage up. Supervisor Smallcombe also provided kudos to the Public Works crew.

Jeremy Briese/Sheriff noted he was looking forward to a good 2024. He noted that 2023 was busy with high-profile cases and challenges. He noted they have five vacancies and are doing what they can to recruit. He noted they are looking at different scheduling models to help with some of the deputies' stress. Supervisor Toso commended the deputies who responded to an intruder at her daughter and son-in-law's home. Supervisor Poe asked if the individuals who get busted growing up see real-time in prison. Sheriff Briese noted they do what they can, but they are not always held for long due to current laws.

I. Public Comment on Non-Agenda Items

Jonathan Noel/Resident noted with the burned-out area, is there a plan for reforestation, or are there grants or methods of reforestation and helping Mother Earth regenerate oxygen? He also gave kudos to the Arts Council for the murals, noting a job well done.

Jeanne-Ann Pine/Resident, noted the AmeriCorps were in town, and 9-10 of them were there. She noted they will begin a project at the visitor's center on Friday. She thanked Will Fassett for the work he did to get them here. She noted to the Board and listening public to remember they are volunteers.

Mike Brusa noted history is cherry-picked and reiterated the history he read on the Patagonia tribes. He then discussed American history, the Constitution, and insurrection.

1. Clerk of the Board

Public Comments on Non-Agenda Items Received by the Board

J. Regular Agenda Items

1. Board of Supervisors

Discussion and Possible Direction Regarding the Status of Mandated Financial Audits, Mandated Financial Reporting, and Internal Financial Information Processes (Supervisors Smallcombe and Forsythe)

Chair Menetrey read the item and turned the floor over to Supervisor Smallcombe, who gave the staff report and gave a background of why this item came forward.

Supervisor Forsythe thanked Supervisor Smallcombe for the heavy lifting on this item and the Clerk of the Board for the research. He expressed and emphasized this item is not to point fingers but to discuss what can be done to help. He thanked the Auditor's staff for being present and noted he wanted to hear candid remarks and their perspective.

Luis Mercado/Auditor first thanked the Board for bringing the item; he noted it was important to discuss and he does not fault the Board for their concern but to know this has his full attention. He noted he does feel the fingers are being pointed at him and his staff. He noted everything seems to come down in his office. He noted he felt they lacked the support needed to succeed in the Oracle changeover. He noted perhaps it is his fault for not bringing it up in a public setting, but he felt that the administrative staff working on the project would give accurate reports to the Board on the project. He noted he and his staff are working hard to get caught up. He noted in response to the issue with the Community Services Department (CSD), he was able to get the documents to them by their requested deadline. He noted they are working through the audit, and he noted cash is reconciled for Fiscal Year (FY) 21/22. He noted they have made progress in the last 2-3 weeks, noting when people aren't around with issues. Mr. Mercado gave a list of changes he felt could be made. He noted the first was from the beginning of the Oracle system implementation; he said I.T. was not involved. He also noted that his staff are responsible for setting up people's security settings, which should not be their responsibility. He noted the second change that could be made is having I.T. be responsible for maintaining users' security in Oracle. He noted their third change is from day one, he felt there has been a lack of training for users, noting he and his staff have had to be the ones to train and troubleshoot. Mr. Mercado noted that the Administration hired an Administrative Analyst specifically for Oracle; he had hoped that individual would take over the duties, but that didn't happen. He also emphasized that his staff is heavily involved in gathering and submitting costs for disasters. He also noted he welcomes help. He noted for once, there is a fully staffed Human Resources department, and he noted they could help with timecards, which is a massive issue. He closed with the fact that he takes responsibility for not coming to them sooner, he noted he hoped the Board still had faith in him and his staff and he apologized to his staff as they have been the ones telling him about these issues all along.

Matthew Rouse/Accounts Payable noted he knows some of the Board members but hasn't met them all. He wanted to highlight a few things with the Oracle implementation that could shed light on how they have gotten to where they are. He noted they were asked to work with a consulting firm that had minimal knowledge of the software. He noted the company was not equipped to deal with implementation. He noted they have had to do the work and the research themselves and they have now gone on to sell the software with the knowledge they gained from our staff. He noted the implementation began when COVID hit, noting this did impact the implementation. In addition, he noted they have received a lot of pushback from staff. He noted it is difficult for individuals to transition to something different. He also wanted to point out that the

Auditor's office has done nothing but work tirelessly and work overtime. He noted they are all willing to take on new things, they haven't given up. He noted he understood what to having the FY 21/22 audit completed has, but wanted to highlight the positive of having cash balanced. He noted on the payables side, they went from having invoices months out to being a month out. He noted the Auditor's staff have done a lot of training of other staff. He asked that the Board remove that from their office as it should not have been on them. He noted the County needed to establish a training program for Oracle. One positive he wanted to highlight are the contract issues caught, he noted they have reduced errors. In closing he asked that the Board allow them the chance to do their work. He noted a burden is on his shoulders and they have expressed their concerns, frustrations, and anger. He noted it is not on Luis, they need to focus on what they do best and it would help to get certain tasks out of their office.

Cierra Mendoza/Account Receivable noted that with Oracle, they have had to find workarounds. She noted there are updates, but they aren't told till much later. She noted it would be beneficial to have I.T. monitor the system and provide the training.

Anne Middleton/Reconcile Cash noted it has been hard, but she feels hopeful. She noted they have made huge steps in the last couple of weeks, and for the first time in a while, she did not feel defeated. She asked that they not deviate.

Chair Menetrey opened for public comment.

Joe Lynch noted that the mentioned CSD and Area 12 contracts seem to be the center point of the initial conversation. He noted they have to prove to the State and taxpayers through reporting that they are spending it how it's intended and responsibly. He noted as a suggestion that there should be some sort of trigger in place if the county gets to the point where it currently sits; departments should be able to do single account audits. He also suggested having an individual go to Oracle for training. Supervisor Smallcombe thanked him for his comments and acknowledged his remedial action recommendations. Supervisor Smallcombe also noted that policies exist and welcomed all department heads to highlight areas where the board should focus their attention. Chair Menetrey reminded Board members that the Board is still in the public comment portion.

Mike Brusa noted that when he was working for a school district, there was an audit process. He noted that they had a unitary organization, and the business office controlled the financial function. He noted he was surprised to hear the County isn't set up that way. He noted the issues sound like they are organizational issues.

Jonathan Noel noted if he was issued a credit card and didn't turn in the required documents, he would expect it to be taken away or the expenses to come out of his pocket.

Leigh Westerlund/Assistant County Administrative Officer noted metaphorically that there has been a Mountain that has made things incredibly difficult. She noted one of those as the implementation during COVID-19, she also noted 7 out of 9 staff members has experience either extended leave or a job transition in the last 3 years within the Auditors Office. She further noted that the county is also increasing over \$100 million more than 3 years ago. She noted she gives her appreciation to the team as the successes are because of their hard work. She also noted she knows the Auditor has not taken a vacation in three years. She noted she will do whatever she can to assist in easing their workload.

Lorraine Freeman/Phone Caller/Resident, noted the Board needed to look at mismanagement from the top. She noted the County Administrative Office has failed; she discussed the Code Compliance initiative and how

he approached it. She also noted that Oracle and the processes in choosing were poorly done. She noted she does not believe the CAO has the savvy or experience to do the job.

Jonathan Noel returned to the podium and noted that it shouldn't be up to Mr. Mercado and his staff to train. He noted people should know what to do upon being hired. He note the Board should let the Auditor's Office do their jobs as it sounds like they are on the right track to improve.

Rebecca Ramirez/Former Assistant Auditor, noted it has not been easy with everything thrown at and into the Auditor's Office. She noted they were pushing through it and wanted to tell them to keep pushing on. She also suggested that the board follow up on their suggestions.

Chair Menetrey closed public comments and noted that they had heard a lot today and asked his fellow board members if they preferred to discuss it now or if it needed to come back at a different time.

Supervisor Forsythe noted there was a lot to digest. He thanked the Auditor's staff for their candor. He noted he could tell they were frustrated. He also noted the county didn't get into this situation overnight. He felt they should take this item up in the near future once every board member had a chance to digest what they heard.

Supervisor Smallcombe noted the county is a family, we are not isolated departments and the board needed to acknowledge that every county employee, especially the board has a roll in the success or failure of the County. She suggested that the board give direction to bring together the auditor's staff, the CAO and his two assistants, and the administrative analyst assigned to Oracle to look at what we can do to address the issues raised today.

Chair Menetrey noted he appreciates the Auditor's staff for what they shared, noting it casts a different light than he thought. He noted there is a lot to digest and understands things need to change.

Supervisor Toso noted she appreciates the Auditor's staff for speaking. She noted she was not aware of the situation but sees there are things they should not be doing that have been tasked to them. She noted they are doing a wonderful job and expressed the need for having a special meeting to have this discussion.

Supervisor Poe noted this is the 3rd time he has seen Mr. Mercado. He noted he observed that his employees are loyal to him. He stated he had heard from numerous sources that Mr. Mercado is a nice man. He noted he looked at things from a different perspective and noted departments need structure and leadership. He noted that to be successful; there needs to be good leadership as well as the training and resources needed. He noted he had heard from other directors that they could not complete their tasks due to not knowing if money was in accounts and whether or not bills could be paid. He expressed that he was not trying to admonish Mr. Mercado, but a leader needs to lead. He noted that for anything to be resolved, the board needs to work on it, and communication is crucial.

Dallin Kimble noted he wanted to clarify a few things. He noted that getting to this point and in public is frustrating. He noted there are policies in place that include if paperwork is not turned in timely, it allows for discipline up to termination. He noted it also allows for an individual Cal card to be taken away. He expressed that in the past, they had not been allowed to take disciplinary action. He expressed that he and his staff are trying to help and are 100% willing. He noted this was the first time he had heard some of the issues with Oracle, but he can agree. He noted there is a steering committee that the Auditor is a part of. He expressed his shared responsibility for how this has and hasn't worked. He asked the Board to consider a small group to work through these issues.

Chair Menetrey believed the full board should be a part of the conversation.

Supervisor Smallcombe noted that one of her end goals is to find how we all come together to improve a negative situation and processes to mitigate issues moving forward.

Supervisor Forsythe felt the board was taking too much of the Auditor's time and suggested a smaller group come together and bring back recommendations. He noted he felt it should be the Chair and Vice-Chair.

Board consensus on the following direction.

DIRECTION: Assign the Chair and Vice-Chair to meet with the County Administrative Officer, Auditor Staff, and Other Department Heads to bring recommendations back at a later date.

11:36 AM Chair Menetrey recessed for a brief break and reconvened at 11:41 AM.

2. Administration

Approve an Agreement with Guidehouse, Inc. to Provide Organizational and Operational Review Services in an Amount Not to Exceed \$200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble gave the staff report. He noted this is an opportunity to evaluate where the county can improve its structure and workflows. He noted it will be a seven-to-eight-month project. No public comment. Board discussion ensued.

RESULT: Adopted (UNANIMOUS)

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District IV Supervisor Wayne Forsythe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

3. Clerk of the Board

Review and Select Board Member Representation on In-County Committees, Commissions, and Boards

11:52 PM Danielle Bondshu/Clerk of the Board, stepped away, and Katherine Slenders/Deputy Clerk of the Board II, took over as the Clerk.

Danielle Bondshu/Clerk of the Board gave the staff report. No public comment received. Board discussion ensued.

APPOINTMENT: The Board made the following appointments.

- ***Supervisor Toso was appointed, and Supervisor Smallcombe was reappointed to the Mariposa County Safety Committee for terms expiring January 9, 2025.***
- ***Supervisor Smallcombe was appointed to the Mariposa County Childcare Task Force, for a term expiring January 9, 2025.***
- ***Supervisor Poe was appointed to the Creative Placemaking Strategy Advisory Committee to fill an***

unexpired term ending February 9, 2025.

- *Supervisor Smallcombe was appointed to the Community Corrections Partnership for a continuous term.*
- *Supervisor Smallcombe and Supervisor Poe were appointed to the Americans with Disabilities Act (ADA) Citizen Advisory Committee.*

RESULT: DIRECTION GIVEN

4. **Clerk of the Board**

Review and Select Board Members to Serve as 2024 Policy Area Liaisons

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued.

DIRECTION: Discontinue the choice of Policy Area Liaisons and revisit this item once the Guidehouse Study is completed.

RESULT: DIRECTION GIVEN

5. **Clerk of the Board**

Appoint Board Members as Contact Area Liaisons for 2024

Danielle Bondshu gave the staff report.

Public comment was received by Jonathan Noel requesting clarification of the item. Clarification was given by the Board. Board discussion ensued.

APPOINTMENTS: The Board took action to appoint the following:

- *Supervisor Poe and Supervisor Smallcombe as the contact for John C. Fremont Healthcare District.*
- *Supervisor Toso and Supervisor Wayne as the contact for Mariposa Public Utility District.*
- *Supervisor Poe and Supervisor Forsythe as the contact for the State Mineral Museum.*
- *Supervisor Forsythe and Supervisor Menetrey as the contact for the Chamber of Commerce*
- *Supervisor Poe and Supervisor Smallcombe as the contact for Yosemite Gateway Partners.*
- *Supervisor Poe and Supervisor Smallcombe as the contact for Yosemite National Park Service.*

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

6. **Clerk of the Board**

Select and Approve Board Members as 2024 Agency Representatives

Danielle Bondshu gave the staff report. No Public comment. Board discussion ensued.

APPOINTMENTS: The Board took action and made the following appointments:

- Supervisor Smallcombe as Representative and Supervisor Menetrey as alternate;
- Supervisor Forsythe and Supervisor Toso as alternates for the Calaveras-Mariposa Community Action Agency.
- *Supervisor Menetrey as Representative and Supervisor Smallcombe, Toso, Poe and Forsythe as alternatives for the National Association of Counties (NACO).*
- *County Counsel as Representative and Assistant County Counsel for the Alternate for PRISM.*
- *Supervisor Menetrey as Representative and Supervisor Toso for the Rual County Representative of California (RCRC).*
- *Supervisor Menetrey as Representative and Supervisor Toso for the Golden State Connect Authority (GSCA).*
- *Supervisor Menetrey as Representative and Supervisor Toso for the Golden State Finance Authority (GSFA).*
- *Supervisor Menetrey as Representative for Environmental Services JPA's for the Solid Waste (RCRC).*
- *Supervisor Smallcombe as Representative and Supervisor Forsythe as Alternate for the Sierra Nevada Conservancy.*
- *Supervisor Smallcombe as Representative and Supervisor Poe as Alternate for the Central Sierra Economic Development District Committee (CSEDD).*
- *Supervisor Toso as Representative and Supervisor Forsythe as alternate for the Job Connection Mariposa Governing Board (Mother Lode Job Training).*
- *Supervisor Smallcombe as Representative and Supervisor Poe as alternate for the Joint Powers Authority of the Central Sierra Economic Development District (CSEDD).*
- Supervisor Poe as Representative and Supervisor Forsythe as alternate for the Mountain Counties Air Basin.
- *Supervisor Menetrey as Representative and Supervisor Poe as Alternate for the Mountain Valley Emergency Medical Services Agency and Regional Advisory Board (Now called Mountain Counties).*
- Supervisor Menetrey as Representative for the San Joaquin Valley Regional Association of California Counties.
- *Supervisor Poe as Representative for the SouthWest InterFace Team (SWIFT).*

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 IV Supervisor Forsythe, District II Supervisor Poe

7. **Clerk of the Board**

Set the Board's 2024 Meeting Schedule

Danielle Bondshu gave the staff report.

Public comment received by Jonathan Noel requested the offsite meetings that are proposed in the item to be held in the evening.

Board Discussion ensued.

DIRECTION: January 16th, 2024, and February 13th, 2024, will not be canceled. April 2nd, 2024, and November 19th, 2024, meetings will be canceled. All regular meetings will be held in the Board Chambers at 9:00 AM. The Board appoints the Clerks of the Board to create quarterly district special meetings, Dates, times, and topics to be decided at a later date if needed. The Board appoints the Clerk of the Board to create special meetings when requested for study sessions or town halls; dates, times, and topics are to be decided at a later date.

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

K. Board Recognitions

None.

11:21 AM Katherine Slenders stepped down, and Danielle Bondshu returned as clerk.

L. Closed Session

Chair Menetrey read the closed session items. No comments were received.

1:23 PM Chair Menetrey recessed the Board and noted they would reconvene into a closed session at 2:30 PM.

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Health and Human Services Agency Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review:
Building Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

3. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review:
Planning Director (Government Code Section 54954.5)

RESULT: CONTINUED to January 16th, 2024, at 9:00 AM or Soon Thereafter

4. **Administration**

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential
Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: WITHDRAWN

Report Out

4:37 PM Chair Menetrey reconvened and reported that during the closed session, the following took place:

- Closed Session Items 1: Information was received.
- Closed Session Item 2: Information was received.
- Closed Session Item 3: The item was continued to January 16th, 2024, at 9:00 AM or Soon thereafter
- Closed Session Item 4: Withdrawn

M. Board Information

No information.

N. Adjournment

4:38 PM adjourned in memory Margaret Enders, Patricia Arfsten, Pandora Edmonston, Sam Culpovich, and Stephen White.

Respectfully submitted,

Name
Deputy Clerk

Tracy Gauthier
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-39

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Mike Van Loben Sels, Unit Chief , Steven Ward, Division Chief
RE: Approve an Increase in Extra-Help Hours from 860 Hours to 1300 Hours for the Reserve Firefighter I/II Position in the Mariposa County Fire Department

RECOMMENDATION AND JUSTIFICATION

Approve an Increase in Extra-Help Hours from 860 Hours to 1300 Hours for the Reserve Firefighter I/II Position in the Mariposa County Fire Department.

Authorize an Increase in Extra-Help Hours for the Reserve Firefighter I/II positions 860 Hours to 1,300 Hours. Extra-Help personnel can work up to 860 hours in a fiscal year and the board can authorize upto 1,300 Extra-Help hours. The Reserve Firefighter program is an ongoing program that to this point has proven to be successful. There is limited hours allowed due to the nature of the position, which require additional personnel hiring and training to be able to respond with county fire apparatus to emergency incidents. Requests to increase hours for these employees will allow the fire department to continue to take advantage of training and staffing through the fiscal year vs employees timing out and thus having to hire more numbers to compensate.

The Fire Department is ever evolving and exploring options to provide an increased service to our community. Extra Help employees are currently the option being utilized. Emergency public service require more training and time on the job to gain experience than in a traditional position, so it's important to keep continuity with the same personnel as much as possible. An increase in allowable hours will provide additional time to gain experience and training and allow this program to provide service back to the community and support our volunteers.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 1, 2022 the Board adopted Resolution 2022-83 approving new Reserve Firefighter Positions I/II. After an advertisement and interview process, Mariposa County Fire hired 4 such positions in July and in October of this year these 1st ever paid Firefighters began their shifts. Since then we now have 8-10 Firefighter Position I/II to staff 7 days a week.

On December 6, 2022 the Board adopted Resolution 2022-672 authorizing increased Reserve Firefighter I/II Extra Help hours to increase to 1300 hours. This is an annual request to allow our Reserves an increased opportunity to utilize their training and gain experience to provide invaluable service to our community and support our volunteers.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not extend Reserve Firefighter I/II Extra Help employees to 1300 hours and remove them from the schedule/service when they reach the current allowable 860 hours. To maintain the same level of

service, hire more positions and train to replace the vacancies.

FINANCIAL IMPACT

No change in budget is required. Extra Help line supported through Assistance By Hire revenue.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-40

MEETING: February 6, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve and Accept a Grant Award from the Center at Sierra Health Foundation (SHF) in the Amount of \$1,000,000; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; Authorize the Health and Human Services Agency Director to Submit and Sign any Documents Related to the Grant for Implementation and Reporting (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the HEARUS Budget to Implement the Grant Agreement with SHF (\$1,000,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve and Accept a Grant Award from the Center at Sierra Health Foundation (SHF) in the Amount of \$1,000,000; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; Authorize the Health and Human Services Agency Director to Submit and Sign any Documents Related to the Grant for Implementation and Reporting (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the HEARUS Budget to Implement the Grant Agreement with SHF (\$1,000,000) (4/5ths Vote Required)

The Health & Human Services Agency wishes to accept a \$1,000,000 award to perform activities to improve health equity in access to behavioral health recovery services. Mariposa County Behavioral Health and Recovery Services has been approved for an award of \$1,000,000 as part of the Health Equity in Access to Behavioral Health Recovery Services (HEAR US) program. The SHF is an intermediary contracted by the California Department of Public Health (CDPH) to implement The "HEAR US" program.

In August 2023 the SHF and CDPH announced this new funding opportunity for contracts up to \$1,000,000 over 18 months. The HEAR US funding opportunity will support California counties and nonprofit organizations in expanding access to and utilization of behavioral health recovery services. The project takes a health equity approach to remove barriers to care for communities of color, Two-Spirit and LGBTQ+ people, people with disabilities and others who have faced discrimination and unequal access to behavioral health care systems.

The SHF awards subrecipient agreements to organizations across California that provide behavioral health recovery services to individuals experiencing severe mental illness (SMI), serious emotional disturbance (SED) and substance use disorder (SUD). The project's overarching goal is to increase the number and quality of culturally responsive behavioral health recovery services and programs statewide tailored to local needs, along with increasing access and utilization of behavioral health services by underserved communities. The allocation available for Mariposa County is \$1,000,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new grant opportunity to increase the number and quality of culturally responsive behavioral health recovery services tailored to local needs of Mariposa County, along with increasing access and utilization of behavioral health services by underserved communities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may choose not to approve the application and activities, and HHSA Behavioral Health will forego the \$1,000,000 in grant funding available to serve county residents with behavioral health needs.

FINANCIAL IMPACT

There is no impact on the County General Fund. New grant funding is available for the costs of the planned activities.

ATTACHMENTS

1. **BHRSP HEAR US Application**
2. **BHRSP Hear US Project Work Plan 08.08.11 (1)**
3. **Budget Action for HEARUS Fund 3633 FY23-24**

VOTE RESULT

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

Brief Purpose of Project Briefly describe the proposed services and who will be served. The description must start with "To." (100 words or less)

To develop equitable access, MCHHSA will implement a Health Equity Officer into the Quality Assurance unit and expand access by certifying the local Native American healing center (MiWu Mati) to provide Medi-Cal services and increase training on Native American services, 2S/LGBTQ, through enhancements to the Cultural Responsiveness Committees offered trainings. Certified peer supports will be hired in the Mental Health and Substance Use Disorder programs to expand outreach and engagement activities as well as treatment in both programs. These efforts will support the agency's Systems of Care model and focus on the whole person and family system for integrated care.

1) Organization Description. Provide a brief overview of your organization (the entity that is carrying out the project), including: a) when it was established, b) its mission, c) whom you serve, d) types of programs you operate, e) geographic area the organization provides services to currently; f) socio-economic status of your current clients; g) racial / ethnic make-up of clients, board and staff (250 words maximum)

Mariposa County Health Services is part of a super agency of Mariposa County Health and Human Services which underwent consolidation in 2012. Within the Health division, Behavioral Health and Recovery Services has been providing county services since 2005. Mariposa County Behavioral Health and Recovery Services (MCBHRS) is dedicated to enhancing well-being in a safe and thriving community. The program provides services, access and subcontracts for specialty mental health services for Serious Mental Illness and Severe Emotional Disturbances populations in the county. Substance use disorder services are also provided on-site and are in the process of expanding with the recent addition of the Organized Delivery System programs. Mariposa County is a small rural county outside of Yosemite National Park. With an approximated 17,000 population, 14.2% of residents live below the poverty level. Limited transportation and economic opportunities can result in barriers to treatment access. The racial/ethnic make-up of the county is 79% White, 12.1% Hispanic, 3.5% American Indian/ Alaska Native, 2.5% Other, 1.3% African American, 0.8% Asian American, 0.8% Pasific Islander. While stigma and underutilization of services continue to be an issue for the 2S/LGBTQ population, the county has seen some progress in organization of PRIDE activities. The staff and board population closely matches the demographics of the county.

2) Population Description. Describe the population that is the focus of your proposed project. Include any data available on their geographic setting or neighborhood as well as demographic characteristics (e.g., gender, race/ethnicity, socioeconomic status, disability, and any other relevant information such as urban/ rural population.) (250 words maximum)

Through this opportunity there will be three separate opportunities with three separate populations.

First, expansion of the peer support program, will allow for more outreach and engagement throughout the county. These positions may partner with the Mobile Crisis program and provide ongoing support.

Second, support for the MiWu Mati Healing Center in their Medi-Cal certification which will expand services that are provided at the center for ease of access to the full spectrum of mental health and substance use disorder services versus the limited therapy only services that are currently available.

Third, the entire MCBHRS workforce will be educated in health equity, expanding culturally responsive services and understanding in the use of data to target outreach and engagement. The health equity officer will also have responsibilities on committees to ensure that the focus on equity is represented and that the policies, procedure and activities of the agency are updated with an equity approach. Within this goal, the agency will train staff in bridges out of poverty to provide ongoing in-house training opportunities which assist in orienting the staff to cultural considerations within this demographic.

3) Culturally and Linguistically Appropriate Services. Describe your project team's experience providing culturally and linguistically appropriate services to the proposed focus population. (You may use the Equity Inclusion Levels chart (see Application attachments) to assist you. *Low (and critically honest scores) are appreciated and will not affect grant selection process.* Briefly describe 1-3 examples of your work with this community (or communities). How will this project ensure cultural competence in providing access to services to underrepresented populations? (400 words maximum)

As a small rural county there has been an abundance of staff overturn at all levels of the agency. Recruitment is often sought outside of the community to find qualified staff to provide services. This results in a low understanding of the population as a whole and the ways subpopulations and subcultures intersect. For example, the effects of poverty across all demographics are especially impactful in our Native American, Hispanic and 2s/LGBTQ populations.

The trainings that are currently provided serve as an introduction to culture and our lowest penetration rate demographics; more nuanced training is not scheduled due to staff overturn and the need to start over with the basics. In reviewing our equity inclusion levels, MCBHRS would score a 10. This score reflects the work that has been done however there are still significant barriers to accomplishing movement of this score.

The addition of Health Equity staff in both the mental health and substance use disorder programs will allow for a maintained focus and effort to expand a cultural program that can maintain training for onboarding staff and more advanced training for seasoned staff. The Health Equity staff will work on updating policy and procedures to have an increased equity focus, along with representation in stakeholder activities and agency activities which will assist in maintaining this effort and making progress toward accomplishing the goals.

The agency currently has a system of care initiative that includes the implementation of a community information exchange (CIE). This program allows for seamless referral and coordination of services; success is contingent on adding community partners into the access and addition of client information. The goal is to strengthen the consistency and coordination of services for clients while maintaining the client voice and choice in their supportive services.

4) Use of Funds and Project Activities. a) Describe in detail your plan to use these funds and how your plans align with the Framework to Improve Access and Equity for Communities in Recovery; b) List what Actionable Strategies mentioned in the framework you will be incorporating in your project or already incorporate in your organization to improve access to care. Also highlight any additional strategies that may not be identified in the attached framework that improve access to care and behavioral health service utilization; c) Describe any creative or innovative efforts that are incorporated in your plan to help expand access and utilization of behavioral health services for underserved communities. d) Identify any resources needed to carry out your proposed project and the timeline for the implementation of proposed activities. (600 words maximum)

MCHHSA will implement a multipronged approach to meet the goals on improving access and equity for communities in recovery. First, the agency will implement health equity officers (1.5 FTE) into the behavioral health program. The equity officers will have responsibilities to include implementing health equity language into policy and procedures, attending and facilitating committee and stakeholder meetings to ensure a health equity focus, and concentrate on health equity issues that impact Mariposa County residents. The equity officers will also participate in the planning of cultural training and scheduling. A strong focus on data analysis to both identify underserved communities and identify successes in interventions will be implemented. This data analysis will be published on a dashboard which will allow the community, staff and leadership to see real time progress of the efforts of this grant opportunity. In addition to the above duties, the health equity officers will ensure that training and grant milestones are met. Secondly, MCHSA will continue collaboration and assist MiWuMati Healing Center in obtaining Medi-Cal certification through financial support with the license fees and developing the structure to support the MH and SUD services. Third, a thorough analysis of the current cultural responsiveness of the branch and implementation of a training program will allow for basic training at onboarding and continuous training throughout employment to include Native American culture, the culture of poverty and supporting the 2S/LGBTQ populations. In addition, 2 FTE peer support specialist positions will be added to the mental health and substance use disorder programs to assist in outreach and engagement. These peers will champion client voice and choice and be available to provide outreach and expand abilities to engage clients, identify barriers to treatment and link clients to needed resources. To support efforts to put client voice and choice first, MCBHRS will continue to expand the CIE to include the local health care district and the American Indian Council. Finally, there will be an additional staff (1 FTE) added to the fiscal team to ensure expenditures are tracked and submitted timely.

5) Meeting program goals: In this new and/or improved model of care that is anticipated from this grant implementation, identify the major organizational strategy/ies that will help your organization to improve access and equity -- I.e. training, workforce development; the major service strategy/ies that improves how your organization delivers or outreaches to underserved communities to increase effective engagement with existing services provided, I.e.

education and outreach targeting local ethnic media for the specific ethnic community, etc.; and the major **community or system strategy/ies** that identifies how your organization will gain and/or utilize insight, feedback or input from the identified communities that they are serving with this project, i.e., create a community advisory body or help develop a countywide peer system program. (400 words maximum)

1. Cultural Training
2. Addition of Peer positions in both the mental health and substance use disorder program
3. Addition of Health Equity officers
4. Expansion of CIE
5. Certification of Mi Wu Mati

6) Outcomes: List 3-7 expected direct outcomes of the proposed activities. (250 words maximum)

1. Increased cultural training opportunities
2. Health equity focus in policy, procedure, and activities
3. Development of the peer program to increase outreach and engagement activities
4. Certification of the MiWu Mati Healing Center for MH and SUD services
5. Inclusion of critical access points of the health care district and Mi Wu Mati Health Center into the CIE

7) Organizational Capacity: Describe a) where this project will fit in your organization (you may attach an organization chart if you prefer); b) the qualifications of the project leaders and key staff on the project; c) how these staff members will carry out the activities identified above in a culturally responsive manner and support the evaluation and reporting requirements of this funding opportunity; and d) If additional staff is needed, please tell us the positions that will need to be filled. (200 words maximum)

This project will reside in three distinct places within the Health Division. Director of Health Services, Kristina Keheley, PHD, provides oversight for the entire project bringing five years of experience in Health care supervision to the team. Deputy Director of Behavioral Health and the Local Mental Health Director Sheila Baker LMFT. She has twenty-seven years of Behavioral health experience. She will provide oversight for the Peer Support staff as they integrate into the MH and SUD programs. Quality Assurance Supervisor for Health Services Lynn Rumfelt, has eighteen years of experience within the Behavioral Health branch and 8 years of experience in oversight of the Quality assurance unit. She will provide oversight and coordination of the Health Equity Officer and staff. Multiple levels of oversight on this project will ensure success in the instance of staff overturn.

1.5 FTE of program analytical staff will ensure that Health Equity focus is accomplished. 1 FTE fiscal analytical staff will ensure that the budgets are executed appropriately. The integration of software and analytical positions will allow for the staff to not only participate but inform decisions and have dedicated time for training and reporting.

8) Partnerships. Describe the existing, future, or non-traditional partners that are already in place or will be involved to support the implementation of your program goals. Consider local coalitions, support groups, mental health service providers and CBOs, health departments, and/or behavioral health programs aligned with this project. (If no partners are needed, please explain. (200 words maximum)

This project will include work across current partnerships to accomplish the goals of the grant. MiWu Mati Healing Center is a current partner under grant opportunities to ensure access to therapeutic and cultural healing practices. There has been a multi-year initiative to certify the program for mental health and substance use disorder Medi-Cal programs which was developed from a need identified by the tribe to provide a broader array of services. Work will continue to train all mental health service providers, both in county and contracted, in cultural competency. Mariposa County will partner with John C. Fremont hospital with the implementation of the CIE expansion. This partnership would allow the hospital to expedite information to MCBHRS about clients for referrals, coordination of services and system of care needs. As an integrated super agency, the proposed health equity officers will work closely with the public health equity officer to promote inclusion across the division and agency.

9) Technical Assistance. Please tell us what technical assistance your organization would benefit from in implementing this project. (Your response to this question is not considered in decisions about funding.) (100 words maximum)

MCHHSA is very excited at the amount of support and training opportunities this grant will provide. All assistance is welcome, however, MCBHRS does not have any identified areas of need at this time.

[U.S. Census Bureau QuickFacts: Mariposa County, California](#)

BHRSP HEAR US Project Work Plan				
1. Goal:	By 06/2024 expand Peer Support program by increasing staffing by 2 FTE.			
Objectives (A., B., etc.)	A) Hire, train and deploy 2 peer support positions for MH and SUD programs			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
a. Allocate positions b. Hire Peer Supports c. Train Peer Supports d. Deploy Peer supports for outreach and engagement activities		K. Keheley L. Rumfelt R. Ridenhour S. Baker	12/1/23	06/30/25
Objectives (A., B., etc.)	B) Monitor outreach and engagement for target populations			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
a. Train and deploy tracking software b. Establish baseline measurements. c. Utilize dashboard tracking		L. Rumfelt L. Glenn S. Higgs S. Schendel	12/1/23	06/30/25
2. Goal:	By 06/2024 increase cultural awareness and equitable access through adding 1.5 FTE Equity officers and expanding access to the Native American population.			
Objectives (A., B., etc.)	C) Certify the MiWu Mati Healing Center and expand access to CIE			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
a. Certify site for MiWu Mati Healing Center b. Expand licenses to CIE for care coordination and referral to MiWu Mati Healing Center and John C. Fremont Hospital		L. Glenn S. Baker A. Carter	12/01/23	06/2024
Objectives (A., B., etc.)	D) Hire 1.5 Health Equity officers, provide cultural training.			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
a. Identify and provide cultural training for all staff b. Update all Policy and procedures with health equity lens c. Hire Equity officers		L. Rumfelt S. Higgs L. Glenn S. Schendel	12/01/23	06/30/25

Helpful Hint: (Also please feel free to add additional pages)

Under Objectives - Create at least one objective per goal using the SMART method, which is an acronym that stands for **Specific, Measurable, Achievable, Realistic, and Timely**.

1. **Specific** - Clearly state what will be done and who will do it (in the Responsible Staff box)

2. **Measurable** - Include specific criteria to measure how a goal/objective will be accomplished – i.e., how many items, how many participating or benefiting, etc.
3. **Achievable** - Make sure your organization can reasonably accomplish the goal/objective given the available resources and time.
4. **Relevant** - Confirm the goal/objective aligns with BHRSP efforts.
5. **Timely** - specify the time when the goal/objective will be completed (in the timeline box provided)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3633	402	45063	State Grant Revenue	(648,521)	
3633	402	51111	Regular salaries and wages	370,579	
3633	402	51201	FLSA ADJUST	44	
3633	402	51202	Monthly Longevity	3,748	
3633	402	52301	Social Security	20,713	
3633	402	52302	Medicare	4,863	
3633	402	52201	Medical/Dental/Vision	102,319	
3633	402	52101	Retirement - Employer	40,993	
3633	402	52205	Life Insurance	199	
3633	402	52303	SDI	4,130	
3633	402	52206	Cash - Cafeteria Plan	173	
3633	402	60111	Training and Seminars	11,300	
3633	402	60121	Meals	700	
3633	402	60122	Lodging	3,000	
3633	402	60123	Mileage	1,976	
3633	402	60213	Office Supplies	200	
3633	402	60301	General Professional Services	3,700	
3633	402	60431	Software	20,500	
3633	402	60508	Client - Community Education and Engage	428	
3633	402	80211	Departmental Overhead Transfer	58,956	
1001	507	49101	Transfer In - General	(58,956)	
1001	507	60621	County Vehicle Expense	58,956	
		Budget Action for HEARUS Fund 3633 FY23-24			
TRANSFER BETWEEN FUNDS					
				0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPT HEAD SIGNATURE _____

DATE: _____

APPROVED BY RES NO. _____

CLERK _____

DATE _____

AUDITOR'S USE ONLY
BA# _____



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-41

MEETING: February 6, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Submittal of the Board of State and Community Corrections (BSCC) Grant Application for \$1,250,000 to Increase Infrastructure for Behavioral Health Services to the County's Justice Involved Population; Authorize the Health and Human Services Agency (HHSA) Director to Sign the Application to be Submitted Via the Grant's Online Portal; and Authorize the Health and Human Services Agency Director to Submit and Sign any Documents Related to the Grant for Implementation and Reporting (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Submittal of the Board of State and Community Corrections (BSCC) Grant Application for \$1,250,000 to Increase Infrastructure for Behavioral Health Services to the County's Justice Involved Population; Authorize the Health and Human Services Agency (HHSA) Director to Sign the Application to be Submitted Via the Grant's Online Portal; and Authorize the Health and Human Services Agency Director to Submit and Sign any Documents Related to the Grant for Implementation and Reporting (Subject to Approval as to Legal Form by County Counsel).

The BSCC Grant will be used to fund the Mariposa Medication Assisted Treatment(MAT) program and to increase infrastructure for substance use disorder, mobile crisis, and re-entry services to the county's justice-involved population during incarceration and post release. This funding will support medication assisted treatment referrals and continued coordination for community members under justice-involved supervision. Funding will be utilized to expand all justice-involved population services to the HHSA North County location and services within the jail.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new grant opportunity through the Board of State and Community Corrections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may choose not to approve the application and activities, and HHSA Behavioral Health will forego the \$1,250,000 in grant funding available to increase services to the county's justice-involved population during incarceration and post release.

FINANCIAL IMPACT

There is no impact on the County General Fund. New grant funding is available for the costs of the planned activities.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-42

MEETING: February 6, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Second Amendment to the Agreement with Area 12 Agency on Aging; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Congregate Nutrition Services Budget Receiving Unanticipated Funds \$99,871 (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to the Agreement with Area 12 Agency on Aging; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Congregate Nutrition Services Budget Receiving Unanticipated Funds \$99,871 (4/5ths Vote Required).

During the fiscal year, Health & Human Services Agency, Adult & Aging Services branch, will be able to expand the Senior Services, Congregate Nutrition Services, programming by capitalizing on the additional funding received through Area 12 Agency on Aging. This is an increase of \$13,471.00, above the original contracted amount of \$86,400.00.

This additional funding will help to secure a maximum number of 9,689 meals.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 9, 2020, the Board approved the initial Area 12 Agency on Aging (A12AA) Contract Extension Proposals for fiscal year 2020-21, Res. No. 2020-302. Included with this Board item are two (2) original standard agreements with support documents, Attachments A through D along with Exhibits A through H, between Area 12 Agency on Aging and Mariposa County Health & Human Services Agency, Adult & Aging Services, for the above stated programs for Fiscal Year 2020-2021. Board Chair and County Counsel signatures are required.

On July 7, 2020, the Board approved Standard Agreements for Senior Meals and Transportation Programs for FY 2020-2021 through Resolution No. 2020-375.

On June 15, 2021, the Board approved Proposed Agreements for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-349.

On August 3, 2021, the Board approved Standard Agreement for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-454.

On November 9, 2021, the Board approved First Amendment to Standard Agreement for FY 2021-2022

through Resolution No. 2021-616.

On December 14, 2021, the Board approved Second Amendment to Standard Agreement for FY 2021-2022 through Resolution No. 2021-667.

On March 15, 2022, the Board approved the Proposal for Senior Meals and Transportation Programs through Resolution No. 2022-169.

On July 12, 2022, the Board approved the Standard Agreement for Senior Meals and Transportation for FY2022-2023 through Resolution No. 2022-409

On June 6, 2023, the Board approved the Contract Renewal Proposal for Fiscal Year 2023 - 2024 through Resolution No. 2023-294.

On August 1, 2023, the Board approved the Standard Agreement for Fiscal Year 2023 - 2024 through Resolution No. 2023-411.

On September 12, 2023, The Board approved the First Amendment to Standard Agreement with Area 12 Agency on Aging for the Four - Year Grant July 2022 - June 2026 through Resolution No. 2023.487

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source for the agency, which would suspend the planned inter-generational events for this fiscal year.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Area 12 - Letter Congregate Meal Amendment Introduction**
2. **Area 12 - Congregate Meal A02 (Year 2)**
3. **Area 12 Budget Action A02 - Congregate Meals 2024**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



Area 12

Agency on Aging

*A Joint Powers Agency serving the counties of
Alpine · Amador · Calaveras · Mariposa · Tuolumne*

Your Senior Resource Connection

DIRECT SERVICES

Aging & Disability
Resource Connection
(ADRC)
Chore
Family Caregiver
Support Program
Health Insurance
Counseling & Advocacy
Program (HICAP)
Health Promotion/
Group Exercise
Homemaker
Information &
Assistance
Multipurpose Senior
Services Program
(MSSP)
Nutrition Education
Personal Care
Residential Repairs &
Modifications

CONTRACTED SERVICES

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program
Congregate/
Home Delivered
Transportation

January 16, 2024

Mariposa County HHS
Adult & Aging Services
ATTN: Lydia Arre
P. O. Box 99
Mariposa, CA 95338

Hello Lydia:

Enclosed with this letter you will find the Amended Agreement between Area 12 Agency on Aging and Mariposa County Health & Human Services, Adult & Aging Services for FY 2023-2024 for the following services:

C-1 Congregate Meals

Please sign both copies of the Agreement. Return one copy of the Agreement to Area 12 Agency on Aging by February 5, 2024, and retain the other copy for your files.

If you have any questions, contact me at 209-532-6272 or kristin@area12.org.

Sincerely,

Kristin Millhoff
Executive Director

Enclosures

C: Deputy Director Terri Peresan





Area 12

Agency on Aging

A Joint Powers Agency serving the counties of
Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

DIRECT SERVICES

Aging & Disability
Resource Connection
(ADRC)
Chore
Family Caregiver
Support Program
Health Insurance
Counseling & Advocacy
Program (HICAP)
Health Promotion/
Group Exercise
Homemaker
Information &
Assistance
Multipurpose Senior
Services Program
(MSSP)
Nutrition Education
Personal Care
Residential Repairs &
Modifications

CONTRACTED SERVICES

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program
Congregate/
Home Delivered
Transportation

AMENDED AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH & HUMAN SERVICES ADULT & AGING SERVICES AND AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2023, for the term of July 1, 2023 through June 30, 2024, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for C-1 Congregate Nutrition services, is hereby amended, January 11, 2024, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for C-1, Congregate Nutrition services, shall not exceed the maximum amount of funding of \$99,871.00 for a maximum number of 9,689 meals.
2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador
Calaveras, Mariposa and Tuolumne Counties.

By: Kristin Millhoff Dated: 1-16-24
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair, Board of Supervisors – Mariposa County

**This total includes dollars from Area Plan baseline, NSIP, and One Time Only (OTO) funding.*



BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3341	519	45043	Area 12 Grant Revenue		(13,471)	
3341	519	60524	Client-Food		13,471	
TOTALS					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE 	DATE 1/23/24
AUDITOR SIGNATURE	DATE
COUNTY ADMINISTRATIVE OFFICER SIGNATURE	DATE
APPROVED BY RES NO. _____	CLERK _____ DATE _____

DEPARTMENT _____	AUDITOR'S USE ONLY BA # _____
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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-43

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Matt Johnson, Librarian
RE: Approve Operating Hours for El Portal Library Branch

RECOMMENDATION AND JUSTIFICATION

Approve Operating Hours for the El Portal Library Branch.

Ordinance 2022-1175 specifies county operating hours are to be Monday - Friday from 8:00 AM to 5:00 PM. The ordinance allows for a variance from these hours with a resolution of the Board of Supervisors. Finding that the El Portal Library branch would benefit from an alternate schedule and finding no resolution matching the desired library hours, staff presents this item to request Board approval for the following library branch hours of operation.

El Portal Branch:

Tuesday & Thursday: 11:30 AM - 6:00 PM

The proposed hours account for circulation at this branch and the fact that more of the activity occurs later in the day, as we are not seeing much activity in the earlier morning hours. With Board approval, these hours would begin on March 1, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Ordinance 2023-271 was passed on May 16, 2023. The Board has approved other modifications in office hours in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. With insufficient demand and to support the current El Portal Branch Library hours, staff will need additional direction.

Amend and approve. Hours presented here can be amended to better meet community needs.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-44

MEETING: February 6, 2024

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Accept Grant Award from the California State Library in the Amount of \$20,663; Ratify the Librarians Signature on the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Implement the Grant (\$20,663)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the California State Library in the Amount of \$20,663; Ratify the Librarians Signature on the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Library Budget to Implement the Grant (\$20,663).

This grant will allow the library to offer technology classes at each branch of the library system, as well as to add computer assistance books to its collection and to hold training for library staff in regards to improving their technology skills.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Budget actions increasing revenue and appropriations must be reviewed and approved by the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the budget action accepting the donation revenue and increasing appropriations. The library will not be able to accept the state grant.

FINANCIAL IMPACT

Revenue and appropriations will be increased by \$20,663 in the Library Budget.

ATTACHMENTS

1. _LSTA-LS-I-23-3_Mariposa_Inspiration__Improvi (1)
2. Budget action for LSTA grant

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



January 5, 2024

Matthew Johnson, County Librarian
Mariposa County Library
4978 10th St.
Mariposa, CA 95338

Dear Matthew Johnson:

The California State Library is pleased to approve the grant application for the Improving Senior Digital Literacy project for a total of \$20,663 in federal Library Services and Technology Act (LSTA) funds.

This letter contains general information regarding the LSTA award process as well as information specific to your project. Once you have reviewed this letter, please review the Award Agreement and Certification of Compliance included in your award packet and refer to the LSTA Grant Guide located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>) for more information.

LSTA Funds and Payments

Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

Please note: If your full grant amount is more than \$20,000, ten percent (10%) of the grant award is withheld until the end of the project period (unless otherwise noted in the Award Agreement and Certification of Compliance. This ten percent (10%) is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the award packet.

Reporting

Financial and program narrative reports are required throughout and following the project period. All required reporting materials are located on the State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) (<https://www.library.ca.gov/grants/manage/>) webpage. Reporting period and deadlines can be found in the Award Agreement and Certification of Compliance for this project. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

Requirements Specific to Your Project

The following are requirements that are specific to your project. Please contact your project support team if you have any questions about or require support in fulfilling these requirements.

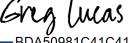
Project Support Team

Your project support team is available throughout the project period to assist you. There are two people assigned to your project. The first is your Grant Monitor who is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Michelle Killian and can be reached via email at michelle.killian@library.ca.gov. You will also be assigned a Library Program Consultant or and Equity Advisor for ongoing programmatic support.

Please stay in touch with your project support team throughout the award period. Read the enclosed award packet thoroughly and contact your project support team if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:

BDA50981C41C416...

Greg Lucas
California State Librarian

cc:Matthew Johnson: mjohnson@mariposacounty.org

Michelle Killian: michelle.killian@library.ca.gov

Nicole Olson: federalgrants.fiscal@library.ca.gov

Angie Shannon: angie.shannon@library.ca.gov

Lynne Oliva: lynne.oliva@library.ca.gov

Reed Strege: reed.strege@library.ca.gov

Natalie Cole: natalie.cole@library.ca.gov

THE BASICS – YOUR LSTA GRANT AWARD

Award #:	LS-I-23-3
File #:	I-3
IMLS #:	LS-253616-OLS-23
Organization:	Mariposa County Library
Project Title:	Improving Senior Digital Literacy
Award Amount:	\$20663

2023/2024 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	\$8561
Consultant Fees	\$7374
Travel	\$475
Supplies/Materials	\$2275
Equipment (\$5,000 or more per unit)	\$0
Services	\$100
Project Total	\$18785
Indirect Cost	\$1878
Grant Total	\$20663
Payment Schedule	45%/45%/10%

Start Date:	12/15/2023
End Date:	6/30/2024

This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.



LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)
**AWARD AGREEMENT AND
CERTIFICATION OF COMPLIANCE**



TABLE OF CONTENTS

[PROJECT SUMMARY](#) Error! Bookmark not defined.

[PROCEDURES and REQUIREMENTS](#) Error! Bookmark not defined.

[A. Term of the Agreement](#) Error! Bookmark not defined.

[B. Scope of Work](#) Error! Bookmark not defined.

[C. Spending Funds](#) Error! Bookmark not defined.

[D. Narrative and Financial Reports](#) Error! Bookmark not defined.

[E. Claim Form and Payment](#) Error! Bookmark not defined.

[EXHIBIT A: TERMS AND CONDITIONS](#) Error! Bookmark not defined.

[EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS](#) Error! Bookmark not defined.

[EXHIBIT C: LSTA AWARD REQUIREMENTS](#) Error! Bookmark not defined.

[A. CIPA Compliance](#) Error! Bookmark not defined.

[B. Contracting Guidance](#) Error! Bookmark not defined.

[C. Language Access Services](#) Error! Bookmark not defined.

[EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM](#) Error! Bookmark not defined.

[Certification](#) Error! Bookmark not defined.

[Authorized Representative Signature](#) Error! Bookmark not defined.



PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY and Mariposa County Library for the Improving Senior Digital Literacy AWARD AGREEMENT NUMBER LS-I-23-3

This Award Agreement ("Agreement") is entered into on December 15, 2023 by and between the California State Library ("State Library") and Mariposa County Library, ("Subrecipient").

This Award Agreement pertains to Mariposa County Library's LSTA-funded Improving Senior Digital Literacy project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of \$20,663 through the process adopted by the State Library in administering such grants.

The State Library and the Subrecipient, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until September 30, 2024. If completion of the project occurs prior to the end of the award period, this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on June 30, 2024 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Subrecipient agrees to perform all activities specifically identified in the Subrecipient's application and submitted to the State Library in response to the Inspiration Grants opportunity.
2. The following activities and deliverables to be performed by the Subrecipient include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with the Generally Accepted Accounting Principles (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the [Restrictions on the Use of LSTA Grant Funds](#), also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.

D. Narrative and Financial Reports

1. The Subrecipient shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Subrecipient under the Agreement, and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
December - March	1 st Quarter Financial Report Due and Mid Project Program Narrative Report Due	April 15, 2024
April - Project End Date	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	Upon completion of the project but no later than July 31, 2024
60 Days from Project End Date (if end date is extended see extension letter for new dates)	Liquidation Financial Report Due (Only required if encumbered funds have not been spent by project end date)	August 31, 2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over \$20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**

The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Subrecipient may typically expect payment to be issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.

8. **Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no

longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to perform any provisions of this Agreement.

- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.
- c. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
- d. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2023-2024 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
- e. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
- f. The California State Library has the option to amend the grant award to reflect any reduction of funds.
- g. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.



EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

2. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.

- a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
- b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."

As appropriate, this disclaimer should be added:

"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."

- c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
 - d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see [IMLS Acknowledgement Requirements](#).
 - e. IMLS Logo: Use of the IMLS logo, which can be downloaded [on the IMLS Logos page](#), is required on any publications. Please refer to the [IMLS Brand Standards page](#) for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
 - f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the [IMLS Media Content Authorization and Release form](#).
3. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers,

employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Subrecipient, and their respective successors and assigns.

Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. To meet federal and state requirements, Subrecipients agrees to maintain grant records for five years following the California State Library's submission of the last expenditure report for the LSTA Five-Year Plan under which the award was issued, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

A records retention schedule is included in the LSTA Grant Guide available to LSTA awardees.

7. Authorized Representative: Subrecipient and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
8. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective Grant Monitor or representative of the California State Library or Subrecipient. For this purpose, the following contact information is provided below:

Mariposa County Library	California State Library
Matthew Johnson	Michelle Killian
4978 10th St.	900 N Street
Mariposa, CA, 95338	Sacramento, CA 95814
209-966-2140	916-603-6706
mjohnson@mariposacounty.org	michelle.killian@library.ca.gov

9. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
10. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Subrecipient. As a result, the State

shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

11. Copyright: Subrecipient owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Subrecipient is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
12. Discharge of Grant Obligations: The Subrecipient's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Subrecipient is a non-profit entity, the Subrecipient's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
13. Dispute Resolution: In the event of a dispute, Subrecipient will discuss the problem informally with the Grant Monitor. If unresolved, the Subrecipient shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Subrecipient for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Subrecipient may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Subrecipient shall continue with its responsibilities under this Agreement during any dispute.
14. Drug-free Workplace: The Subrecipient certifies under penalty of perjury under the laws of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
- 2) The Subrecipient's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Subrecipient's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future state agreements if the California State Library determines that the Subrecipient has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

15. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

16. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

17. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.

18. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such

termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

19. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).

20. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.

21. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Subrecipient's payments or make FICA payments on the Subrecipient's behalf; or
- b. Make Federal or State unemployment insurance contributions on Subrecipient's behalf; or
- c. Withhold Federal or State income taxes from Subrecipient's payments

Subrecipient shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

22. Force Majeure: Neither the California State Library nor the Subrecipient, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Subrecipient, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

23. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including,

but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

24. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
25. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
26. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.
27. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
28. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.
29. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works,

distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant or contract under this award; and
- b. Any rights of copyright to which a Subrecipient or a contractor purchases ownership with award support.

30. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed \$20,663 and shall be expended/encumbered in the designated award period.

During the award period, the subrecipient may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

31. Lobbying: Subrecipient confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

32. Non-Discrimination Clause: During this grant period, the Subrecipient and the Subrecipient's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Subrecipient shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of

the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Subrecipient shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require to ascertain compliance with this clause. Subrecipient, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Subrecipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

33. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

34. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Subrecipient's California State Library-

approved Application (Subrecipient's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Federal Restrictions on the Use of LSTA Funds
- (e) LSTA Award Requirements
- (f) Certificate of Compliance
- (g) Project Summary
- (h) Subrecipient's Application
- (i) All other attachments hereto, including any that are incorporated by reference.

35. Payment:

- a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
- d. For awards with total funding exceeding \$20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

- e. Lodgings, Meals and Incidentals: Subrecipient's eligible costs are limited to the amounts authorized in the [U.S. General Services Administration](#) (contact the Grant Monitor for more information).
 - f. Payment will be made only to the Subrecipient.
 - g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.
36. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipient s expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
37. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.
38. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.
39. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
40. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.
41. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and

Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013. Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq.*), which also incorporates Library Services and Technology Act (LSTA).

- a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

42. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et seq.* This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.
43. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.
44. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.
45. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to:

the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

46. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
47. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.
- a. The subrecipient shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The subrecipient shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
 - d. In-full payments are typically made for awards totaling \$20,000 or less.
 - e. Funding for awards totaling more than \$20,000 are issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
 - f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds.
 - g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:

- \$9,299 upon execution of the agreement and submission of claim by fiscal agent
- If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of \$9,298
- If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of \$2,066

48. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Subrecipient or any employee or agent of the Subrecipient. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all award monies are to be expended.

49. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

50. Site Visits: The Subrecipient shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

51. Subrecipient: The Subrecipient is the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.

- a. The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.

- b. The control of funds and title to property derived there from shall be in a subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.

52. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.

53. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.

55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

56. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
58. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
59. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

To clarify some of the more commonly-occurring questions regarding how Library Services and Technology Act (LSTA) funds can or cannot be used, please see the list of explanations below. These explanations have been extracted from the Code of Federal Regulations and list important highlights of allowable and unallowable costs. Administrators and project coordinators of LSTA grant projects are cautioned that they must abide by all regulations in conducting their projects and in allotting charges against grant funds. In cases of ambiguity, uncertainty, or questions in identifying allowable cost items under Federal procedures, contact the LSTA Grant Email at LSTAGrants@library.ca.gov. A complete list with descriptions can be found on the [Electronic Code of Federal Regulations webpage](#).

- 1. ADVERTISING AND PUBLIC RELATIONS** Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advertising and Public Relations](#)
- 2. ADVISORY COUNCILS** Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Advisory Councils](#)
- 3. ALCOHOLIC BEVERAGES** Costs of alcoholic beverages are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Alcoholic Beverages](#)

4. **BUILDING, CONSTRUCTION, RENOVATION COSTS** Building, construction, or renovation costs are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Equipment and Other Capital Expenditures](#), [Rearrangement and Reconversion Costs](#), and [Maintenance and Repair Costs](#)
5. **CONFERENCES** Costs of meetings and conferences, including meals, transportation, rental of meeting facilities, and other incidental costs, where the primary purpose is the dissemination of technical information, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Conferences](#)
6. **CONTRIBUTIONS, DONATIONS, HONORARIUMS, STIPENDS** Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Contributions and Donations](#)

(NOTE: Honorariums and stipends are also unallowable. Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable)
7. **ENTERTAINMENT** Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Entertainment](#)
8. **FUND-RAISING** Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Fundraising](#)
9. **GENERAL GOVERNMENT EXPENSES** The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [General Government Expenses](#)

- 10. INCOME FROM PROJECT** Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Program Income](#)
- 11. LOBBYING** The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Lobbying](#)
- 12. MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES** Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Memberships, Subscriptions, and Professional Activities](#)
- 13. PREMIUMS, PRIZES, INCENTIVES, AND SOUVENIRS** Costs of promotional items and memorabilia, including models, gifts, and souvenirs, are unallowable. See ADVERTISING AND PUBLIC RELATIONS (e)(3).
- 14. REFRESHMENTS** See ENTERTAINMENT (unallowable), and MEMBERSHIPS, SUBSCRIPTIONS, AND PROFESSIONAL ACTIVITIES (allowable).
- 15. TRAINING** The cost of training provided for employee development is allowable. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Training](#)
- 16. TRAVEL EXPENSE** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees traveling on official business. Charges should be consistent with those normally allowed in like circumstances of the grant recipient organization in its regular operations and policy, in non-federally sponsored activities. An exception to this is that car mileage reimbursement for all awarded LSTA grants cannot exceed the current state rate. The current mileage state rate can be located on the [CalHR Travel Reimbursements webpage](#). Reimbursement is the preferred method of payment for travel expenses. Source: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Electronic Code of Federal Regulations: [Travel](#)

(NOTE: The State Library's policy on out-of-state travel and conferences is that they are generally not allowed. There are exceptions, however, based on the importance of the travel and/or conference to the grant. If your grant will include out-of-state travel or attendance at an out-of-state conference, consult with your grant monitor beforehand to obtain State Library approval before scheduling the trip or registering for the conference.)



EXHIBIT C: LSTA AWARD REQUIREMENTS

A. CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

An individual applicant that is CIPA compliant.

The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.

All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of

Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

Not Subject to CIPA Requirements.

CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the [Children's Internet Protection Act \(CIPA\) webpage](#) on the Federal Communications Commission's (FCC) website.

B. Contracting Guidance

OMB's [Code of Federal Regulations](#) outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

C. Language Access Services

To remain compliant with [Title VI of the Civil Rights Act of 1964](#), all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.



EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the [Code of Federal Regulations](#) established by the [United State Office of Management and Budget](#)

b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

[IMLS LSTA Administration Guidance](#)

[California Code of Regulations](#) established by the [California Office of Administrative Law](#)

The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.

The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount \$20,663. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

2. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 11102).
3. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - b. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - c. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - d. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subrecipient has made

false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

4. **CONFLICT OF INTEREST:** Subrecipient needs to be aware of the following provisions regarding current or former state employees. If Subrecipient has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification

Current State Employees (Pub. Contract Code § 10410):

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

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

Former State Employees (Pub. Contract Code § 10411):

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

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

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

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

5. **LABOR CODE/WORKERS' COMPENSATION:** Subrecipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

and Subrecipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

6. **AMERICANS WITH DISABILITIES ACT:** Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)
7. **RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.
9. **NONDISCRIMINATION:**

The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
 - d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and
 - e. The requirements of any other nondiscrimination statute(s) which may apply.
10. **DEBARMENT AND SUSPENSION:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- a. Are presently excluded or disqualified;

- b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
- d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

11. TRAFFICKING IN PERSONS:

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

12. FEDERAL DEBT STATUS: Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

13. CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF \$100,000) (31 U.S.C. § 1352):

- a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or employee of the Legislature, or

an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

- c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:
- draft legislation or resolutions
 - travel to meetings of governmental bodies urge passage of legislation or resolutions
 - survey voters regarding passage and drafting of legislation or resolutions
 - pay governmental fees (use fees, ballot filing fees, permits, etc.)

14. DRUG-FREE WORKPLACE:

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

15. **LSTA AWARD REQUIREMENTS:** I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

16. **CIPA CERTIFICATION:** The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

- ☐ An individual applicant that is CIPA compliant
- ☐ Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant
- ☐ Not subject to CIPA requirements

17. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.
18. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

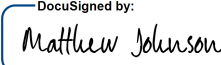
- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

19. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.
20. **ADDITIONAL CERTIFICATIONS:** The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.



Certification

ORGANIZATION	
Name: Mariposa County Library	Address (official and complete): 4979 10th Street PO Box 106 Mariposa, CA 95338
PROJECT COORDINATOR	
Name: Maureen McCormick	
Email: mmccormick@mariposacounty.org	Phone: 209-966-2140
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
Name: Matthew Johnson	Title: County Librarian
Email: mjohnson@mariposacounty.org	Phone: 605-715-8888
Signature: DocuSigned by:  418FF63D38E3485...	Date: 1/9/2024



Authorized Representative Signature

In Witness Whereof, This Grant Agreement has been executed by the parties hereto.

ORGANIZATION	
Name: Mariposa County Library	Address: PO Box 106 Mariposa, CA 95338
Authorized Representative	
Signature:  DocuSigned by: Matthew Johnson 41BFF83D38E3485...	Date: 1/9/2024
Printed Name of Person Signing: Matthew Johnson	Title: County Librarian
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N St. Sacramento, CA 95814
Signature:  DocuSigned by: Greg Lucas BDA50981C41C416...	Date: 1/9/2024
Printed Name of Person Signing: Greg Lucas	Title: State Librarian

**LSTA FINANCIAL CLAIM
First PAYMENT****Grant Award #:** LS-I-23-3**Date:** 1/9/2024**Invoice #:** LS-I-23-3-01**PO #:** 7134

Payee Name: Mariposa County Library
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address: PO Box 106, Mariposa CA 95338
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$9,298.00
(Payable Upon Execution of Agreement)

Type of Payment:
☒ PROGRESS

Grantee Name: Mariposa County Library
(Name on Award Letter and Agreement)

☐ FINAL

Project Title: Improving Senior Digital Literacy
☐ AUGMENT

For Period From: upon execution to end of grant period**CERTIFICATION**

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By 
41BFF83D38E3485
(Signature of the Authorized Representative)

Matthew Johnson
(Print Name)

County Librarian
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at federalgrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2023
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0890, Chapter 12, Statutes of 2023
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By 
1F56133A218942D...
(State Library Representative)

Date 1/16/2024

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS

900 N Street

FAX**TELEPHONE** (include area code)

916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0606	45332	Library Grants - State		(20,663)	
1001	0606	60301	General Professional Services		13,325	
1001	0606	60153	Special Departmental Supplies		4,338	
1001	0606	60123	Mileage		3,000	
				TOTALS	0	0

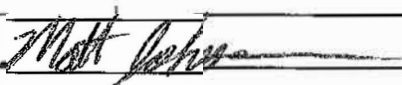
TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
				TOTALS	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR FY 23-24

DEPARTMENT HEAD SIGNATURE 
DATE 1-16-24

AUDITOR SIGNATURE _____
DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____
DATE _____

APPROVED BY RES NO. _____
CLERK _____
DATE _____

DEPARTMENT Library

AUDITOR'S USE ONLY
BA #



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: Accept Resignation and Recognize the Service of Jessica Thompson on the Merced River Trail Community Working Group

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Jessica Thompson to the Merced River Trail Community Working Group.

Thompson is unable to continue to serve at this time.

With this action there will be 3 vacancies on this committee.

Appointments, term expiration/vacancies are advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Ms. Thompson was appointed on September 10, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize community members for their service to the County

FINANCIAL IMPACT

None.

ATTACHMENTS

1. 240108 J. Thompson Resignation Redact Email
2. 240110 SPECIAL Vacancy Notice 3

VOTE RESULT

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

From: Jessica Thompson

Sent: Monday, January 8, 2024 8:57 AM

To: Hannah Harrison

Cc: Will Fassett

Subject: Re: MRTCWG January Meeting

Hi Hannah!

Sincere apologies for the delay in reply here.

Unfortunately that week in January is the week of our Board Retreat and I will be unable to make that meeting. The last 6 months have been extremely busy at SFC and I feel as though I have not been contributing as a productive member of this group for quite some time. Looking forward at the next 6 months I do not think that I will be able to contribute to the group and feel as though I need to step down as a community working group member. Please let me know if there is anything I need to do to officially step down.

This working group has been wonderful to be a part of the last few years (4+ years I think?! Thank you so much for all you do to make this work possible and I look forward to contributing to community efforts in the future.

Thanks again

JESSICA THOMPSON

SIERRA FOOTHILL CONSERVANCY

Over 50,000 Acres Conserved

Mariposa County
Planning Department

STEVE ENGFER
Planning Director



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

NOTICE OF THREE (3) SPECIAL VACANCIES ON THE MERCED RIVER TRAIL COMMUNITY WORKING GROUP (MRTCWG)

The vacancies are for unexpired terms ending on February 28, 2025.

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

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

The purpose and functions of the MRTCWG shall be to:

- Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan;
- Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;
- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the

recommendations contained in the Merced River Trail Master Plan; and

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

Term: There are three (3) vacancies that currently exist on the Merced River Trail Community Working Group (MRTCWG), One (1) is to fill a remaining term, that will expire February 28, 2025, and two (2) are for a three (3) year term.

Persons interested in serving on the working group must apply to: **Clerk of The Board, Danielle Bondshu PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Office** Government Center 5100 Bullion Street; Mariposa, CA 95338 and online at: <http://www.mariposacounty.org/DocumentCenter/View/39657>

For more Information visit the County Website or contact: Hannah Harrison, Community Development and Design Planner, Mariposa County Planning Department Telephone: (209) 742-1343; email: hharrison@mariposacounty.org

Posting Locations:

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

Posted: 01/12/24

Deadline for submission: Open until filled.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-45

MEETING: February 6, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Sierra Communications and Construction Inc. for the Gateway Enhancement Elements Project in the Amount of \$630,323; and Authorize the Board Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Sierra Communications and Construction Inc. for the Gateway Enhancement Elements Project in the Amount of \$630,323; and Authorize the Board Supervisors Chair to Sign the Agreement.

The Gateway Enhancement Elements Project was initially posted for bids on August 31, 2023, through September 28, 2023, with no bids submitted. Contractors stated they would prefer to bid on projects that provide opportunities for their own crews. Subcontracting the artwork, landscaping, and electrical work left little opportunity for the prime contractor.

The Gateway Enhancement Elements Project was reposted for bids on December 15, 2023. On January 3, 2024, the County of Mariposa received a bid from Sierra Communications & Construction Incorporated (SCCI), the sole qualified bidder.

The project scope has been reduced to fit within the remaining Clean California grant funds. The project has been streamlined by excluding electrical work and concrete flatwork, including curb returns and pedestrian refuge islands at the northern end of town. Landscaping and all work at the southern end of town has been eliminated. The SCCI contract includes the installation of 24, 12 ft high steel panels at the junction of Highways 49 and 140. Work will also include bringing an irrigation line to the site. With a new water meter and 2-inch irrigation line brought to the site, the costly and difficult part of the landscaping will be complete. Staff will continue to explore opportunities to landscape the areas. The Gateway Elements continue to align with the vision and recommendations of the adopted Creative Placemaking Strategy (2021).

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 11, 2022, Resolution 2022-25, the Board approve the submittal of an application to the Clean California Grant Program.

On August 2, 2022, Resolution 2022-459, the Board approve and signed a Transportation Art Agreement with Caltrans.

On August 23, 2022, Resolution 2022-491, the Board approved an Agreement with a Consultant Team

led by Atlas Lab to Design Murals and Gateway Elements.

On January 17, 2023, Resolution 2023-28, the Board approved a Budget Action approving the transfer of funds.

On June 20, 2023, Resolution 2023-347, the Board adopted a Resolution to approve the Mariposa Gateway Elements.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and this will delay the implementation of this project and could result in the County having to forfeit remain grants funds.

FINANCIAL IMPACT

There is no impact to the General Fund at this time.

ATTACHMENTS

1. Agreement SCCI - Gateway

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this ____ day of February, 2024, by and between Sierra Communication & Construction, Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of six hundred thirty thousand three hundred twenty-three Dollars (\$630,323) ("Contract Price"), the following services ("Services" or "Work"):

Gateway Enhancement Elements Project

The project consists of all labor, materials, equipment, and services necessary to construct and install Gateway monuments at North JCT SR 49/140 work includes Mobilization, Traffic Control, Clearing & Grubbing, Demolition/Site Prep, Water Service, Water Meter/Connection Fee, 24 Metal Panels (fabrication, delivery and installation), Reinforced Concrete Footings, Backflow preventer and Controller.

2. Contractor shall perform the Work at North JCT SR 49/140 ("Site").
3. Work shall be completed within One Hundred Eighty (180) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars (\$ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

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6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

☐ Notice to Bidders	☐ Lead-Product(s) Certification
☐ Instructions to Bidders	☐ Roofing Project Certification
☒ Bid Form and Proposal	☐ Registered Subcontractor List
☐ Bid Bond	☒ Insurance Certificates and Endorsements
☒ Noncollusion Declaration	☒ Performance Bond
☐ Iran Contracting Act Certification	☒ Payment Bond
☐ Designated Subcontractors List	☐ Specifications
☐ Notice to Proceed	☐ Plans
☒ Prevailing Wage Certification	☐ <u>Special Conditions</u>
☒ Workers' Compensation Certification	☐ Exhibit "A" ("Scope of Work")
☐ Drug-Free Workplace Certification	☐ <u>Federal Debarment Certification</u>
☐ Tobacco-Free Environment Certification	☒ Federal Condition and Davis-Bacon
☐ Asbestos & Other Hazardous Materials Certification	☐ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.
8. Payment for the Work shall be made in accordance with the Terms and Conditions.
9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.
11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-5356
cgonzaless@mariposacounty.org

Contractor

Name: Sierra Communication &
Construction, Inc.
ATTN: Stacey Ball
P.O. Box 308,
Catheys Valley, CA 95306
(209) 742-4948
stacy@sierracci.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.
13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.
14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20____

Miles Menetrey, Chair
Board of Supervisors

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steve W. Dahlem
County Counsel

Dated: 1/19, 2024

Contractor: Sierra Communications &
Construction, Inc.

Signature: Stacey Ball

Print Name: Stacey Ball

Print Title: Vice President

License No.: 798922

Registration No.: 1000026998

Address: P.O. Box 308, Catheys Valley,
California 95306

Telephone: (209)742-4948

Facsimile: (925)742-5995

E-Mail: stacy@sierraccl.com

Information regarding Contractor:

Type of Business Entity:

☐ Individual☐ Sole Proprietorship☐ Partnership☐ Limited Partnership☒ Corporation, State: CA☐ Limited Liability Company☐ Other: _____77-0567418

Employer Identification and/or

Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

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

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner. For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

BID FORM AND PROPOSAL

To: Governing Board of the County of Mariposa ("Owner")

From: Sierra Communications & Construction, Inc.

(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications ("Work") for the following project known as:

GATEWAY ENHANCEMENT ELEMENTS

("Project") and will accept in full payment for that Work the following total sum amount, all taxes included:

Six hundred thirty thousand, three hundred twenty-two and thirty six cents		630,322.36
_____ dollars	\$	_____

BASE BID ITEMS 1-26

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs for Unit Prices.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and Owner may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

BASE BID

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
1	Mobilization/Demobilization, Bonds, and Insurance	LS	1	\$ 59,607.90	\$ 59,607.90
2	Vehicle and Pedestrian Traffic Control	LS	1	\$ 36,432.35	\$ 36,432.35
3	Dust Control	LS	1	\$23,017.35	\$ 23,017.35
4	Storm Water Pollution Prevention	LS	1	\$ 9,595.20	\$ 9,595.20
5	Clearing & Grubbing	SF	4105	\$ 2.17	\$ 8,907.85
6	Demolition/Site Prep	SF	2657	\$ 7.29	\$ 19,369.53
7	Water Service	LF	350	\$ 75.78	\$ 26,523.00
8	Water Meter and Connection Fee	EA	1	\$ 5,700.11	\$ 5,700.11

9	North Gateway Metal Panels (incl. fabrication and delivery)	LS	1	\$247,064.66	\$247,064.66
10	South Gateway Sculpture and Monument Sign (incl. fabrication and delivery)	LS	1	\$Removed	\$Removed
11	North Gateway Reinforced Concrete Footings	CY	6	\$ 6,425.72	\$ 38,554.32
12	South Gateway Reinforced Concrete Footings	CY	4	\$ Removed	\$ Removed
13	North Gateway Feather Panels Installation	EA	24	\$ 6,105.70	\$146,536.80
14	South Gateway Feature Feather Installation	EA	1	\$ Removed	\$ Removed
15	South Gateway Monument Sign Installation	EA	1	\$ Removed	\$ Removed
16	Backflow preventer	EA	1	\$ 5,735.73	\$ 5,735.73
17	Controller	EA	1	\$ 3,277.56	\$ 3,277.56
18	Drip Irrigation	SF	2635	\$ Removed	\$ Removed
19	Trees (24" box)	EA	5	\$ Removed	\$ Removed
20	Shrubs (1 gal)	EA	267	\$ Removed	\$ Removed
21	Shrubs (5 gal)	EA	15	\$ Removed	\$ Removed
22	Seed Mix	SF	1405	\$ Removed	\$ Removed
23	Mulch	CY	25	\$ Removed	\$ Removed
24	Rip Rap	SF	115	\$ Removed	\$ Removed
25	Fine Grading Topsoil	SF	2635	\$ Removed	\$ Removed
26	Landscape Maintenance, 90 days	LS	1	\$ Removed	\$ Removed
	TOTAL BASE BID				\$630,322.36

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to Owner, and agrees that its Proposal, if accepted by Owner, will be the basis for the Bidder to enter into a contract with Owner in accordance with the intent of the Contract Documents.
3. The undersigned has notified Owner in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for Owner before Bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.
5. **The liquidated damages clause of the Agreement is hereby acknowledged.**
6. It is understood that Owner reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached with this Bid Form and Proposal:
 - Bid Bond on Owner's form or other security
 - Registered Subcontractors List
 - Non-Collusion Declaration
8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a 'A' General Engineering.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to perform the Work adequately and safely with respect to such hazards.
15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), Owner will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to Owner that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 27th day of December 20 23

Name of Bidder Sierra Communications & Construction, Inc.

Type of Organization Construction

Signature Stacey Ball

Print Name Stacey Ball

Title Vice President

Address of Bidder P. O. Box 308, Catheys Valley, CA 95306

Taxpayer's Identification No. of Bidder 77-0567418

Telephone Number 209-742-4948

Fax Number 209-742-5995

E-mail stacy@sierracci.com Web page sierracci.com

Contractor's License No(s): No.: 798922 Class: A Expiration Date: 08/31/25

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000026998

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: SIERRA MATERIALS & TRUCKING COMPANY INC

CA Cont. Lic. #: 1059144 Location: Merced, CA

DIR Registration #: 1000521151

Portion of Work: Concrete Foundations and installation of artwork.

Subcontractor Name: NorthStar Engineering Group, Inc.

CA Cont. Lic. #: NA Location: Modesto, CA

DIR Registration #: 1000001432

Portion of Work: Surveyor

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the Vice President of Sierra Communications & Construction, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

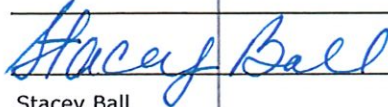
Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration

is executed on 27th [date], at Catheys Valley [city], CA [state].

Date: 12/27/23

Proper Name of Bidder: Sierra Communications & Construction, Inc.

Signature: 

Print Name: Stacey Ball

Title: Vice President

END OF DOCUMENT

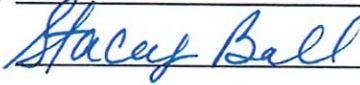
**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between County of Mariposa
("Owner") and Sierra Communications & Construction, Inc. ("Contractor"
or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 12/27/23

Proper Name of Contractor: Sierra Communications & Constuction, Inc.

Signature: 

Print Name: Stacey Ball

Title: Vice President

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between County of Mariposa
("Owner") and Sierra Communications & Construction, Inc. ("Contractor" or
"Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

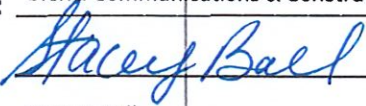
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 12/27/23

Proper Name of Contractor: Sierra Communications & Construction, Inc.

Signature: 

Print Name: Stacey Ball

Title: Vice President

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2024

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

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

PRODUCER 209-358-9100 Kilgore Insurance Agency 2554 Alabama St., Ste B Atwater, CA 95301	209-358-9106	CONTACT NAME: Lee Correia PHONE (A/C, No, Ext): 209-358-9100 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Ins. Co. INSURER B: Carolina Casualty Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 209-358-9106 NAIC #
INSURED Sierra Communications & Construction, Inc. P O Box 308 Catheys Valley, CA 95306			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER	☒	☒	GLO-100294	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE			SEO-126462	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	BNUWC0156293	03/15/2023	03/15/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Caltrans Project No. 10-1P5701 Gateway Enhancement Elements County of Mariposa, it's Governing Board, agents, representatives, employees, trustees, officers, consultants and volunteers are hereby named as additional insured with respect to General Liability as required by written contract per blanket additional insured endorsement attached. Primary and Non-contributory endorsement and Waiver of Subrogation endorsement also attached. Date of cancellation shall not be less than thirty (30) days after date of mailing notice applies.

CERTIFICATE HOLDER

CANCELLATION

County of Mariposa Mariposa County Public Works 4639 Ben Hur Rd Mariposa, CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lee Correia
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Superseded General Decision Number: CA20220018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023
10	04/14/2023
11	04/21/2023
12	06/02/2023
13	06/09/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023
18	08/11/2023
19	08/18/2023
20	08/25/2023
21	09/01/2023
22	09/08/2023
23	09/22/2023
24	09/29/2023
25	10/06/2023
26	10/20/2023
27	11/03/2023
28	11/17/2023
29	12/01/2023

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,
MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS &
TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

	Rates	Fringes
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Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)

Area 1.....	\$ 30.45	10.60
Area 2.....	\$ 36.53	9.27

ASBE0016-008 02/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN
FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 49.62	41.27
Area 2.....	\$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON.....	\$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 47.88	23.29
(7) San Francisco, San Mateo.....	\$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 45.12	21.55
(16) Monterey, Santa Cruz...	\$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

BRCA0003-011 04/01/2022

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 33.86	17.54
Area 2.....	\$ 30.90	17.67
Area 3.....	\$ 29.89	16.80
Tile Layer		
Area 1.....	\$ 55.41	20.50
Area 2.....	\$ 50.66	20.40
Area 3.....	\$ 45.76	19.92

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).....	\$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

Rates	Fringes
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Drywall Installers/Lathers:

Area 1.....	\$ 52.65	31.26
Area 2.....	\$ 46.77	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26

Drywall Stocker/Scraper

Area 1.....	\$ 26.33	18.22
Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 60.54	33.52
Journeyman Carpenter.....	\$ 60.39	33.52
Millwright.....	\$ 60.49	35.11

CARP0405-001 07/01/2021		

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0405-002 07/01/2021		

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0505-001 07/01/2021		

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49

Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

ELEC0006-004 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 48.43	3%+23.15
Technician.....	\$ 55.69	3%+23.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 88.25	3%+42.315

ELEC0100-002 09/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.50	28.09

ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 38.24	23.80
Technician.....	\$ 47.80	24.08

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission

and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 60.91	29.43
Zone B.....	\$ 67.00	29.61

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss

Landing, and an area extending 5 miles east and west of
Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 47.93	24.09
Technician.....	\$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 68.92	32.67
ELECTRICIAN.....	\$ 61.26	32.44

ELEC0302-003 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 95.65	44.42
ELECTRICIAN.....	\$ 83.17	44.045

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	25.435
Technician.....	\$ 58.86	25.666

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside

electrician.

ELEC0595-001 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 80.73	3%+42.87
ELECTRICIAN.....	\$ 70.20	3%+42.87

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work.....	\$ 46.67	7.75%+25.88
(2) All other work.....	\$ 44.45	7.75%+25.88

ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	3%+23.90
Technician.....	\$ 58.86	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 40.88	3%+23.90
Technician.....	\$ 47.01	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 78.00	45.88

ELEC0617-003 11/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.18	26.10
Technician.....	\$ 58.86	26.33

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 40.88	25.13
Technician.....	\$ 47.01	25.31

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 77.61	37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15

Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 56.72	31.03
GROUP 1-A.....	\$ 59.19	31.03
GROUP 2.....	\$ 55.46	31.03
GROUP 3.....	\$ 54.13	31.03
GROUP 4.....	\$ 52.99	31.03
GROUP 5.....	\$ 51.85	31.03

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination

backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation

and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cargy lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signaller; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating

telescopic boom type lifting device, Manitex or similar
(boom truck) over 15 tons; Truck-mounted rotating
telescopic boom type lifting device, Manitex or similar
(boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons;
Clamshell over 7 cu. yds.; Self-propelled boom-type lifting
device over 100 tons; Truck crane or crawler, land or barge
mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and
including 100 tons; Clamshell up to and including 7 cu.
yds.; Self-propelled boom-type lifting device over 45 tons;
Truck crane or crawler, land or barge mounted, over 45 tons
up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-
propelled boom-type lifting device 45 tons and under;
Skid/scow piledriver, any tonnage; Truck crane or crawler,
land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-
propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100
tons; Self-propelled boom-type lifting device over 45 tons
to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type
lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty
repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson;
Mucking machine (rubber tired, rail or track type); Raised
bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete
pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MARIPOSA COUNTY:

Area 1: Remainder

Area 2: Eastern Part

MONTEREY COUNTY:

Area 1: Remainder

Area 2: Southwestern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

ENG10003-008 08/01/2023

	Rates	Fringes
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Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....	\$ 57.95	37.55
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(2) Dredge Dozer; Heavy		
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duty repairman.....	\$ 52.99	37.55
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(3) Booster Pump		
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Operator; Deck		
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Engineer; Deck mate;		
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Dredge Tender; Winch		
Operator.....	\$ 51.87	37.55
(4) Bargeman; Deckhand;		
Fireman; Leveehand; Oiler..	\$ 48.57	37.55
AREA 2:		
(1) Leverman.....	\$ 59.95	37.55
(2) Dredge Dozer; Heavy		
duty repairman.....	\$ 54.99	37.55
(3) Booster Pump		
Operator; Deck		
Engineer; Deck mate;		
Dredge Tender; Winch		
Operator.....	\$ 53.87	37.55
(4) Bargeman; Deckhand;		
Fireman; Leveehand; Oiler..	\$ 50.57	37.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with
Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

IRON0377-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 49.88	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 50.38	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2023

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00067-006 06/26/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND
TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1.....	\$ 36.50	28.34
Area 2.....	\$ 35.50	28.34

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial
site clean-up; site preparation; removal of
asbestos-containing materials from walls and ceilings; or
from pipes, boilers and mechanical systems only if they are

being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB00073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work);

Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

hazardous waste worker including Leade Abatement;
Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		
Period.....	\$ 29.94	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 41.93	30.32

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 37.26	27.30
Area B.....	\$ 36.26	27.30
Traffic Control Person I		
Area A.....	\$ 37.56	27.30
Area B.....	\$ 36.56	27.30
Traffic Control Person II		
Area A.....	\$ 35.06	27.30
Area B.....	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB00270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA B)

(1) New Construction.....\$ 35.25	27.30
(2) Establishment Warranty Period.....\$ 28.94	27.30

LABORER (GUNITE - AREA B)

GROUP 1.....\$ 36.46	27.30
GROUP 2.....\$ 35.96	27.30
GROUP 3.....\$ 35.37	27.30
GROUP 4.....\$ 35.25	27.30

LABORER (WRECKING - AREA B)

GROUP 1.....\$ 35.50	27.30
GROUP 2.....\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work;

Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
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LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		

Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunit laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 40.68	29.68

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB00294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30

Traffic Control Person I....\$ 36.56	27.30
Traffic Control Person II...\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30

GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun;

Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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LABORER (Plaster Tender).....\$ 39.77 28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00304-002 07/01/2023

ALAMEDA COUNTY

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE
CLOSURE)

Escort Driver, Flag Person..\$ 37.26	27.30
Traffic Control Person I....\$ 37.56	27.30
Traffic Control Person II...\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 06/26/2023

ALAMEDA COUNTY

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 45.89	27.72
GROUP 2.....\$ 45.66	27.72
GROUP 3.....\$ 45.41	27.72
GROUP 4.....\$ 44.96	27.72
GROUP 5.....\$ 44.42	27.72
Shotcrete Specialist.....\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar

type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 41.93	30.32

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;

Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 37.08	27.30
GROUP 1-g.....	\$ 36.70	27.30
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		
Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work;

Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically

covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LAB00324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 41.93	30.32

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB01130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		

Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB01130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2023

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 47.42	27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 07/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 60.41	31.34
AREA 2.....	\$ 56.28	29.94

PAIN0016-012 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 55.25	32.63

PAIN0016-015 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 38.23	22.05

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 51.04	27.28

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

PAIN0169-005 01/01/2023

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 55.77	32.45

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 34.49	21.80
Drywall Finisher/Taper.....	\$ 35.74	21.80

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.53	23.19

PAIN0767-001 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day,
President's Day, Memorial Day, Independence Day, Labor Day,
Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50
per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic
stripes and marking; hot thermo plastic; tape, traffic
stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito,		

Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San		
Joaquin Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa,		
Merced, Stanislaus,		
Tuolumne Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

* PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 85.50	48.98

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

PLUM0062-001 07/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 51.00	40.10

PLUM0159-001 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 63.33	46.64
(2) All other work.....	\$ 62.12	45.24

PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 46.95	38.59

* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
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PLUMBER (PIPE TRADESMAN).....\$ 13.00 ** 10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....\$ 74.00		47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....\$ 74.00		47.45

PLUM0355-004 07/01/2022

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....\$ 32.22		17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....\$ 68.76		46.63

PLUM0442-001 07/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 51.90	35.64

PLUM0467-001 07/01/2021		

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 73.10	38.61

ROOF0027-002 01/01/2023		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 41.31	15.31

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2023		

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 52.43	22.19

ROOF0081-001 08/01/2023		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 52.47	22.31

ROOF0081-004 08/01/2023		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 46.73	21.36

ROOF0095-002 08/01/2023		

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 57.17	21.51
Journeyman.....	\$ 53.17	21.51

Kettle person (2 kettles)...\$ 55.17 21.51

SFCA0483-001 08/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 75.09	37.95

SFCA0669-011 04/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.32	27.25

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 55.92	45.29
All Other Work.....	\$ 64.06	46.83
AREA 2.....	\$ 52.90	36.44
AREA 3.....	\$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
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SHEET METAL WORKER.....	\$ 44.07	40.79
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SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 44.45	35.55

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck

jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-46

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Decline the Option to Purchase Hanger #36 at the Mariposa/Yosemite Airport and Allow the Owner to Sell the Hangar to an Interested Party

RECOMMENDATION AND JUSTIFICATION

Decline the Option to Purchase Hanger #36 at the Mariposa/Yosemite Airport and Allow the Owner to Sell the Hangar to an Interested Party.

Hangar #36 is currently owned by David Gerken. Mr. Gerken wishes to sell his interest in the hangar for \$14,000. In accordance with the terms of the ground lease agreement, the County has first right of refusal to purchase the hangar at the offered price. The lease agreement will expire on December 31, 2025.

Public Works' recommendation is to decline the option to purchase the hangar.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has considered other requests and declined the option to purchase.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, a funding source would need to be identified.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Gerken - ltr of sale intent

VOTE RESULT

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

David & Shelly Gerken

4046 Triangle rd.
Mariposa Ca. 95338
(209) 617-1613 cell
davealpine2589@gmail.com

21st December 2023

Shannon Hansen
Public Works Director
4639 Ben Hur rd.
Mariposa Ca. 95338

Ref: Sale of hanger # 36
Location is at the Mariposa Co. Airport

Hello Shannon,

Shelly and I are wanting to sell hanger number 36 to David Lombard of Mariposa ca. For the sum of \$14,000.00. I know that in the past Lease agreement that I have to offer it to the County of Mariposa first.

Have a Merry Christmas and look forward to hearing back from you.

David Gerken

David Gerken 12-21-2023



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-47

MEETING: February 6, 2024

TO: The Board of Supervisors

FROM: Jeremy Brieese, Sheriff

RE: Approve the Implementation Plan for the PATH Round 3 Grant; and Authorize the Sheriff to Submit and Sign any Documents Related to the Grant (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Implementation Plan for the PATH Round 3 Grant; and Authorize the Sheriff to Submit and Sign any Documents Related to the Grant (Subject to Approval as to Legal Form by County Counsel).

The Sheriff's Office has accepted an award for new Providing Access and Transferring Health (PATH) capacity-building funds to support the Justice Involved Reentry Initiative Round 3. The PATH Justice-Involved Reentry Initiative Capacity Building Program will provide funding to support the planning and implementation of the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities who meet the eligibility criteria. PATH funds will be available to support investments in personnel, capacity, and/or IT systems that are needed for collaborative planning and implementation in order to effectuate pre-release service processes. These PATH capacity building funds are available to qualified entities and will be distributed based on meeting certain performance milestones.

On January 26, 2023, the Department of Health Care Services (DHCS) received federal approval under its California Advancing and Innovating Medi-Cal (CalAIM) 1115 Demonstration for Providing Access and Transferring Health (PATH) capacity building funds to support the Justice Involved Reentry Initiative. Under the CalAIM 1115 Demonstration, DHCS received approval to disseminate up to \$410 million in capacity building funds to support the planning and implementation of pre-release and reentry services in the 90 days prior to an individual's release into the community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has Approved Implementation Plans for Grants in the Past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving the implementation plan would result in the Sheriff's Office being out of compliance with the grant requirements, resulting in the loss of the \$2Million grant.

FINANCIAL IMPACT

None, this is grand funding to the county.

ATTACHMENTS

1. ROUND 3 Implementation Plan

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

PATH JI Round 3 Correctional Agency Implementation Plan

Instructions

Eligibility Screen

Organization Name *

Mariposa County Adult Detention Facility

Name of Application Authorized Representative *

(First and Last)

Jeremy Briese

Telephone Number of Application Authorized Representative *

209-966-3615 x2360

Mailing Address of Application Authorized Representative *

P.O. Box 727
Mariposa, CA 95338

Type of Agency *

Select one

- ☒ County Sheriff's Offices to support county jails
- ☐ County Probation Offices to support youth correctional facilities
- ☐ California Department of Corrections and Rehabilitation (CDCR) to support state prisons
- ☐ County Behavioral Health agencies to support behavioral health linkages.

Title of Application Authorized Representative *

Sheriff

Email of Application Authorized Representative *

Jbriese@mariposacounty.org

County *

Select one

- ☐ Alameda
- ☐ Alpine
- ☐ Amador
- ☐ Butte
- ☐ Calaveras
- ☐ Colusa
- ☐ Contra Costa
- ☐ Del Norte
- ☐ El Dorado
- ☐ Fresno
- ☐ Glenn
- ☐ Humboldt
- ☐ Imperial
- ☐ Inyo
- ☐ Kern
- ☐ Kings
- ☐ Lake
- ☐ Lassen
- ☐ Los Angeles
- ☐ Madera
- ☐ Marin
- ☒ Mariposa
- ☐ Mendocino
- ☐ Merced
- ☐ Modoc
- ☐ Mono
- ☐ Monterey
- ☐ Napa
- ☐ Nevada
- ☐ Orange
- ☐ Placer
- ☐ Plumas
- ☐ Riverside
- ☐ Sacramento
- ☐ San Benito
- ☐ San Bernardino
- ☐ San Diego
- ☐ San Francisco
- ☐ San Joaquin
- ☐ San Luis Obispo
- ☐ San Mateo
- ☐ Santa Barbara
- ☐ Santa Clara
- ☐ Santa Cruz
- ☐ Shasta
- ☐ Sierra

- ☐ Siskiyou
- ☐ Solano
- ☐ Sonoma
- ☐ Stanislaus
- ☐ Sutter
- ☐ Tehama
- ☐ Trinity
- ☐ Tulare
- ☐ Tuolumne
- ☐ Ventura
- ☐ Yolo
- ☐ Yuba

County Agency *

Select one

- ☒ Correctional Facility
- ☐ BH agency

Instructions

Correctional facilities seeking PATH Justice-Involved Round 3 funds must demonstrate in their Implementation Plan how they plan to use funds to support the planning for and implementation of the operational processes that must be met in order to be deemed ready to go-live for pre-release services.

The implementation plan is designed to evaluate your use of JI Round 3 funds and how they relate to your facility's operational readiness. As required in the initial Round 3 application, your correctional facility attested to completing this implementation plan within 180 days of receiving Round 3 funding. Please utilize the [JI Round 3 Guidance Document](#) and the Policy and Operations Guide when completing the implementation plan.

Implementation Plan

Implementation Plan

The purpose of this section is to collect information on how correctional agencies intend to use PATH JI Round 3 funding to support planning and implementation of processes that are necessary to effectuate the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities who meet the eligibility criteria as outlined in the CalAIM Section 1115 Demonstration approval.

Focus Area 2: 90-Day Pre-Release Eligibility and Behavioral Health Linkage Screening

2a. Screening for Pre-Release Services – Defined process and support model to screen eligibility for 90-day Medi-Cal Reentry Services. Screening should include securing consent from the individual to release information to relevant parties (e.g., assigned care manager). DHCS supports the best practice of developing documentation of individuals' previous screenings in correctional facilities' applicable electronic data systems (e.g., electronic medical records) to expedite their enrollment upon re-incarceration. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 2a current plan *

Current process all incarcerated persons with known release dates information is provided to our community partners to help facilitate the 90 day re-entry services

PATH JI R3 IP CA 2a future plan *

We will transition to a new Jail Management System that will notify and provide live data to relevant parties with expected and scheduled release dates. It will also track Assigned Care Managers and milestones prior to release.

Expected go-live date

6/1/24

PATH JI R3 IP CA 2a expected date *

10/1/24

PATH Funds Used to Meet Requirement

Path Round 2

PATH JI R3 IP CA 2a permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☒ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☐ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

2b. Screening for Behavioral Health Linkages – Defined process and support model to conduct an initial mental health and SUD screening at intake, and then as indicated, a second screen and/or full assessment with tools and processes mutually agreed upon by the correctional facility and the county behavioral health agency to determine if the individual's behavioral health need meets behavioral health criteria and requires behavioral health linkage. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 2b current plan *

In Collaboration with HHSA, Mental Health screening begins with an initial assessment shortly after intake. A care plan is then developed to identify the needed resource the individual may need.

PATH JI R3 IP CA 2b future plan *

Develop policy and procedures.

Expected go-live date

6/1/24

PATH JI R3 IP CA 2b expected date *

6/1/24

PATH Funds Used to Meet Requirement

None

PATH JI R3 IP CA 2b permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☐ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

Focus Area 3: 90-Day Pre-Release Service Delivery

3a. Medi-Cal Billing and Provider Enrollment – Established plan is in place to enroll the facility as an Exempt From Licensure Clinic Medi-Cal provider in order to bill fee-for-service for pre-release services (e.g., care management, X-rays/labs) and a process is in place to bill for services. Facilities with a pharmacy on-site that intend to provide pre-release authorized medications must also enroll as a Medi-Cal pharmacy. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 3a current plan *

In collaboration with health services, our PAVE application is being prepared for submission.

PATH JI R3 IP CA 3a future plan *

Submit PAVE application

Expected go-live date

6/1/24

PATH JI R3 IP CA 3a expected date *

10/1/24

PATH Funds Used to Meet Requirement

None

PATH JI R3 IP CA 3a permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☐ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

3b. Support of Pre-Release Care Management (Minimum Requirement), Including:

- Care Manager Assignment – Established process for leveraging the MCP Provider Directory¹ to: identify and assign an in-reach, community-based care manager to the individual shortly after determining eligibility for 90-day Medi-Cal Reentry Services; identify if an individual has an existing relationships with community-based ECM care managers who could be assigned to provide pre-release care management services; or to assign an embedded care manager.
- Support Needs Assessment– Infrastructure and processes are in place to support assigned care manager to perform comprehensive needs assessment, inclusive of obtaining consent to access and share any needed medical records with community-based providers/health plans, and coordination and support of delivery of services by correctional facility clinical staff.
- Support Coordination of Care – Infrastructure and processes are in place to support assigned pre-release care manager, or ECM provider to coordinate all needed care as part of the reentry stabilization, treatment, and planning for release.
- Support Reentry Care Plan Finalization, Warm Linkages (for care management and behavioral health linkage), and Reentry Continuity of Care Plan (see **Focus Area 4** below)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 3b current plan *

Probation department is performing case management. Our Jail Behavioral Health department will be creating the Reentry Continuity of Care Plan and performing the warm handoffs.

PATH JI R3 IP CA 3b future plan *

Continue building and finding agencies that can assist and provide additional reentry care.

Expected go-live date

6/1/24

PATH JI R3 IP CA 3b expected date *

10/1/24

PATH Funds Used to Meet Requirement

None

PATH JI R3 IP CA 3b permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☒ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☒ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

3c. Clinical Consultation – Infrastructure and processes are in place to support clinical consultation to ensure diagnosis, stabilization, treatment, coordination, and linkages to establish relationships with community providers. This includes but is not limited to correctional facility clinical staff obtaining consent to provide and share information with community-based providers/health plans, providing these clinical services directly, prescribing durable medical equipment (DME) and medications, and/or ensuring in-reach clinical consultations occur in a timely manner as needed.

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 3c current plan *

Currently contract with local area hospitals and clinics to provide services.

PATH JI R3 IP CA 3c future plan *

Our Health & Human Services Agency has implementing a Community Information Exchange Program (CIE) . Once data sharing agreements are in place and licenses are distributed, information can be shared to other departments and community providers .

Expected go-live date

6/1/24

PATH JI R3 IP CA 3c expected date *

10/1/24

PATH Funds Used to Meet Requirement

None

PATH JI R3 IP CA 3b permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☒ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

3d. Virtual/In-Person In-Reach Provider Support – Established processes for supporting rapid scheduling and providing space, including physical space for in-person visits and/or space and technology for virtual visits (e.g., laptop or similar device, webcam, internet access telephone line), for in-reach provider services (care management, clinical consultation, or community health worker) while ensuring appropriate security protections remain in place. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 3d current plan *

We currently provide Virtual and In-Person provider support for Care Management, Clinical Consultations and Health Care workers as needed for the care of the incarcerated Person

PATH JI R3 IP CA 3d future plan *

Increase in-person and virtual access and collaboration of these partners to create appropriate care plans.

Expected go-live date

6/1/24

PATH JI R3 IP CA 3d expected date *

10/1/24

PATH Funds Used to Meet Requirement

None

PATH JI R3 IP CA 3d permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☒ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☐ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

3e. Support for Medications – Infrastructure and processes are in place to support the provision of all medications covered under Medi-Cal medication benefit, or an action plan has been defined to support provision of Medi-Cal-covered medications by March 31, 2026. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 3e current plan *

We currently provide all medications covered under Medi-Cal

PATH JI R3 IP CA 3e future plan *

Continue to provide medicaitons

Expected go-live date

6/1/24

PATH JI R3 IP CA 3e expected date *

10/1/24

PATH Funds Used to Meet Requirement

None

PATH JI R3 IP CA 3e permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☐ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

3f. Support for MAT – Infrastructure and processes are in place to support MAT, or an action plan has been defined to support MAT by March 31, 2026. This entails covering all forms of FDA-approved medications for the treatment of alcohol use disorder and substance use disorder (SUD), and providing assessment, counseling, and patient education. Providing at least one form of an FDA-approved opioid agonist or partial agonist for opioid use disorder treatment is required to go-live. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 3f current plan *

We currently provide MAT to our incarcerated individuals. We provide 2 different forms of FDA approved buprenorphine - suboxone and sublocade. These medications are supported by funds from the DHCS/HMA grant and opioid settlement funds.

PATH JI R3 IP CA 3f future plan *

Continue supporting MAT

Expected go-live date

6/1/24

PATH JI R3 IP CA 3e expected date *

10/1/24

PATH Funds Used to Meet Requirement

None

PATH JI R3 IP CA 3f permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☐ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

3g. Support for Prescriptions Upon Release – Infrastructure and processes are in place to support dispensing of Medi-Cal medications on day of release, or an action plan has been defined to support provision of Medi-Cal medications on day of release by March 31, 2026. **(Minimum Requirement)**

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 3g current plan *

We currently provide 30 days of medications upon release. Current gaps are that if we are not aware of release date we may not have a 30 day supply ordered to the pharmacy immediately upon release.

PATH JI R3 IP CA 3g future plan *

Streamline the communication of release dates/times as best possible to allow the providers time to submit orders for medications as needed.

Expected go-live date

6/1/24

PATH JI R3 IP CA 3g expected date *

10/1/24

PATH Funds Used to Meet Requirement

None

PATH JI R3 IP CA 3g permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☐ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

3h. Support for DME Upon Release – Infrastructure and processes are in place to support provision of DME on day of release or an action plan has been defined to support provision of DME on day of release by March 31, 2026.

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 3g current plan *

Currently we do not provide DME.

PATH JI R3 IP CA 3g future plan *

Case manager to facilitate with transportation to acquire DME upon release.

Expected go-live date

6/1/24

PATH JI R3 IP CA 3h expected date *

10/1/24

PATH Funds Used to Meet Requirement

None

PATH JI R3 IP CA 3h permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☐ Technology and IT Services
- ☒ Hiring of Staff and Training*
- ☒ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

Implementation Plan Cont.

Implementation Plan Cont.

Focus Area 4: Reentry Planning and Coordination

4a. Release Date Notification – Established process to provide electronic notification of the individual's release date to the SSD, DHCS, pre-release care manager, post-release ECM provider (if different), and Medi-Cal MCP. **(Minimum Requirement)**

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 4a current plan *

Maximum of 500 words

Currently our Health and Human Services Agency monitors bookings and releases from our JMS.

PATH JI R3 IP CA 4a future plan *

Maximum 500 words

A JMS upgrade will provide data sharing and electronic notifications of Bookings and Releases, this also includes when someone is scheduled for release.

Expected go-live date

6/1/24

PATH JI R3 IP CA 4a expected date *

10/1/24

PATH Funds Used to Meet Requirement

Path round 2

PATH JI R3 IP CA 4a permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☒ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☐ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

4b. Care Management Reentry Plan Finalization – Establish processes and procedures to ensure and support assigned care manager in creating final reentry care plan that is shared with the member, correctional facility clinical care team, MCP, and post-release ECM provider if different from the pre-release care manager. **(Minimum Requirement)**

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 4b current plan *

Maximum of 500 words

No process currently in place.

PATH JI R3 IP CA 4b future plan *

Maximum 500 words

Care manager will create the care plan and it will be placed into our community information exchange (CIE) This will ensure that all relevant parties will have access to the care plan.

Expected go-live date

6/1/24

PATH JI R3 IP CA 4b expected date *

10/1/24

PATH Funds Used to Meet Requirement

none

PATH JI R3 IP CA 4b permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☒ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

4c. Reentry Care Management Warm Handoff – Established process to ensure and support a warm handoff between pre-release care manager and post-release ECM provider, if the post-release ECM provider is different from the pre-release care manager (e.g., providing space and infrastructure for warm handoff meeting either in person or via telehealth). Note, if correctional facility is using an embedded care manager, correctional facility must establish processes and procedures to ensure a warm handoff will occur between the pre-release care manager and the post-release ECM provider in the pre-release period and for behavioral health linkage to occur based on clinical acuity. In cases when a warm handoff cannot occur prior to release (e.g., unexpected early releases from court) warm handoffs must occur within one week of release . This should include information sharing within 24 hours of release with the post-release ECM provider, the MCP, and the county behavioral health provider as appropriate.

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 4c current plan *

Maximum of 500 words

In collaboration with HHSA we are currently in the planning process with meetings and establishing policies and procedures. Jail Behavior Health currently introduces incarcerated persons to therapist they will be assigned to post-release.

PATH JI R3 IP CA 4c future plan *

Maximum 500 words

Establish pre/post-release ECM providers and build policy and procedures to ensure a warm hand off is successful

Expected go-live date

6/1/24

PATH JI R3 IP CA 4c expected date *

10/1/24

PATH Funds Used to Meet Requirement

none

PATH JI R3 IP CA 4c permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☐ Technology and IT Services
- ☒ Hiring of Staff and Training*
- ☒ Development of Protocols and Procedures
- ☒ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

4d. Reentry Behavioral Health Linkage – Established process to allow for an in-person warm handoff, when clinically indicated, between pre-release care manager, beneficiary, pre-release service care team, and post-release behavioral health care manager, where possible and if the post-release behavioral health care manager is different from the pre-release care manager (i.e., providing space in reentry area for warm handoff meeting, either in person or via telehealth). The handoff must include behavioral health linkages, including basic care coordination for referrals to continued treatment post-release. Processes for behavioral health linkage will be designed and mutually agreed upon with correctional facility and county behavioral health agency. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 4d current plan *

Maximum of 500 words

In collaboration with HHSA our BH performs warm hand off to continued care provider.

PATH JI R3 IP CA 4d future plan *

Maximum 500 words

Implement CIE to provide data sharing to ensure all information is shared among relevant parties to contribute to a successful warm hand off.

Expected go-live date

6/1/24

PATH JI R3 IP CA 4d expected date *

10/1/24

PATH Funds Used to Meet Requirement

None

PATH JI R3 IP CA 4d permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☒ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

Focus Area 5: Oversight and Project Management

5a. Staffing Structure and Plan – Clear staffing and/or contractor structure to support each readiness element and compliance with DHCS requirements for 90-day Medi-Cal Reentry Services and reentry coordination. **(Minimum Requirement)**

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 5a current plan *

Maximum of 500 words

HHSA has staff and contractors in place to implement to support each required readiness element

PATH JI R3 IP CA 5a future plan *

Maximum 500 words

We are adding a Case Manager and a Program Administrator position to help facilitate this. This will include building new office space to support these positions

Expected go-live date

6/1/24

PATH JI R3 IP CA 5a expected date *

10/1/24

PATH Funds Used to Meet Requirement

Path Round 3

PATH JI R3 IP CA 5a permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☒ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☒ Development of Protocols and Procedures
- ☒ Additional Activities to Promote Collaboration
- ☐ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

5b. Governance Structure for Partnerships – Defined governance structure for coordinating with key partners (e.g., SSD, care management organizations, providers, MCPs, County Behavioral Health Agencies).

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 5b current plan *

Maximum of 500 words

In collaboration with HHSA and other agencies we have weekly JBS Meetings and there is a MOU in place for data exchange and communication.

PATH JI R3 IP CA 5b future plan *

Maximum 500 words

Continue adding additional agencies into collaboration meetings.

Expected go-live date

6/1/24

PATH JI R3 IP CA 5b expected date *

10/1/24

PATH Funds Used to Meet Requirement

None

PATH JI R3 IP CA 5b permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☒ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☒ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☒ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

5c. Reporting and Oversight Processes – Established process to collect, monitor, and report on DHCS required measures, including corrective action processes to address operational challenges. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP CA 5c current plan *

Maximum of 500 words

The process is overseen by the Quality Assurance Team within HHSA

PATH JI R3 IP CA 5c future plan *

Maximum 500 words

New JMS and CIE software will allow for a greater depth of data collection and ability to verify how processes are being completed.

Expected go-live date

6/1/24

PATH JI R3 IP CA 5c expected date *

10/1/24

PATH Funds Used to Meet Requirement

Path Round 2

PATH JI R3 IP CA 5c permissible funds *

Select multiple

- ☐ Implementing Billing Systems
- ☐ Adoption of Certified Electronic Health Record Technology
- ☒ Technology and IT Services
- ☐ Hiring of Staff and Training*
- ☐ Development of Protocols and Procedures
- ☐ Additional Activities to Promote Collaboration
- ☐ Planning
- ☐ Screening for Pre-Release Services (time limited to 2 years)
- ☐ Other Activities to Support Provision of Medi-Cal Reentry Services

Budget Request

Budget Request

Your correctional facility has been allocated

2,000,000

Your correctional facility has been allocated

Please download the budget template to complete your budget request. From the table below, choose the permissible funding uses requested to support your implementation plan.

[PATH JI Round 3 CA Budget Template](#)

Completed Budget Template

Additional Documentation

In this section, please upload any additional documentation to support your application. This could include a workplan, timelines, milestones, and supporting documentation for budget items.

PATH JI R3 IP CA additional upload

Attestation and Certification

Attestation and Certification

As the authorized representative of the entities applying for funding, each entity attests and agrees to the following conditions:

- The funding received through this program will not duplicate or supplant funds received through other programs or initiatives, or other federal, state, or local funding sources.
- The funding received through this program must not supplant funding provided for the state's Department of Corrections (DOC) for the purchase of technology for state prisons, county jails, and youth correction facilities.
- Funds from this initiative may only be spent on permissible uses of funds as documented in program guidance and this application.
- The entity will respond to general inquiries from DHCS and the TPA pertaining to this initiative within one business day of receipt, and provide requested information within five business days, unless an alternate timeline is approved or determined necessary by DHCS. Entities that fail to meaningfully engage with DHCS and the TPA in response to these inquiries may be:
- Subject to audit, and if necessary, recoupment of grant funding by DHCS to ensure adequate documentation, application, and reporting of permissible expenditures; and/or
- Precluded from receiving additional PATH funding.
- The entity is required to alert DHCS and the TPA if circumstances prevent them from carrying out activities described in this program application. In such cases, the entity may be required to return unused funds to DHCS contingent upon the circumstances.
- The entity agrees to submit an implementation plan to the TPA no more than 180 days (about 6 months) after initial funding is received, or March 31, 2024, whichever comes first.

PATH JI R3 IP CA attest name *

(Name)

Jeremy Briese

PATH JI R3 IP CA attest date *

(Date)



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-48

MEETING: February 6, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Adopt a Resolution Allowing the Sheriff to Apply for and Enter into an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to Participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2024-2025; Authorize the Sheriff to Sign the Application; Authorize the Sheriff to Sign the Department's Form for Each Reimbursement Claim; and Authorize the Sheriff to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Allowing the Sheriff to Apply for and Enter into an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to Participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2024-2025; Authorize the Sheriff to Sign the Application; Authorize the Sheriff to Sign the Department's Form for Each Reimbursement Claim; and Authorize the Sheriff to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

The Department of Boating and Waterways is obligated under Harbor and Navigation Code 663.7 (a) to provide financial aid for Boating Safety and Enforcement Programs to each county in the State of California. The proposed contract amount for the fiscal year 2024-2025 is \$292,848.09.

The Mariposa County Sheriff's Office is responsible for boating safety and enforcement on the Merced River, Lake McClure and Lake McSwain. The Mariposa County Sheriff's Office currently has two full-time Sheriff Deputies assigned to the Boating Safety and Enforcement Program. The funding received pays for the personnel costs for the assigned Sheriff Deputies and a portion of the operational costs. The Sheriff Deputies are charged with providing boating safety and enforcement to the population that visit Lake McClure, Lake McSwain, and the Merced River.

Harbors and Navigation Code 663.7(e) The department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County has been participating in the financial aid program since 1987.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to approve this resolution would result in Mariposa County incurring 100% of the cost to provide boating safety and enforcement or reducing services in boating safety and enforcement.

FINANCIAL IMPACT

None, these funds have be included in the requested budget for FY24

ATTACHMENTS

1. **FY 25 801 - Application Forms**
2. **FY25-Boating Board Resolution**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



Application for Financial Aid -- 801

Fiscal Year 2024-2025

Agency Mariposa County SheriffCounty MariposaAddress P.O. Box 276, Mariposa, CA, 95338**General Description of Boating Safety and Enforcement Programs:**

(Give a comprehensive description of all programs in the County. If more space is needed, please attach a separate sheet).

Waterways to be Patrolled					Estimated Density by Quarter ^{a/}			
Lakes, Open Ocean	Area in Square Miles	Primary Usage ^{b/}	Type(s) of Patrols ^{c/}	FT or PT ^{d/}	1st	2nd	3rd	4th
1. Lake McClure	11.5	B	On-Water	FT	2300	1200	850	2000
2. Lake McSwain	1.75	A	On-Water	FT	250	150	100	200
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
Rivers	Length in Miles	Primary Usage ^{b/}	Type(s) of Patrols ^{c/}	FT or PT ^{d/}	1st	2nd	3rd	4th
1. Merced River	62	B	On-Water	FT	150	30	10	140
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

a/ Enter the highest number of boats on the waterway at any one time on any one day in each quarter, excluding holidays and holiday weekends.

b/ A = Fishing; B = Combined recreational boating activities (fishing, water skiing, pleasure boating, etc.)

c/ On-water, foot, truck/vehicle, and/or air

d/ FT = Full-time; PT = Part-time. If less than full-time, specify patrol schedule on a separate sheet.

Boating Safety and Enforcement Aid Program
Proposed Program Costs -- 801.1
Fiscal Year 2024-2025

Agency Mariposa County Sheriff

Address P.O. Box 276, Mariposa, CA, 95338

County Mariposa

Proposed Program Costs

1. Personnel (Form 801.2)	\$257,171.75
2. Operations, Maintenance and Equipment (Form 801.3) ^{a/}	\$48,400.00
3. Total direct BS&E proposed program cost (2+3)	\$305,571.75
4. Administrative costs ^{b/}	\$13,418.34
5. Total BS&E proposed program costs (3+4)	\$318,990.09
6. Less: Boat Taxes (Form 801.4)	\$26,142.00
7. Total Net Proposed Program Cost (5-6)	\$292,848.09

a/ New applicant agencies should use 30% of personnel costs to estimate operations, maintenance and equipment costs in lieu of form 801.3.

b/ Administrative costs cannot exceed five percent of direct BS&E proposed program cost (line 3).

County Authorized Representative:

SIGNATURE

DATE

TYPED NAME

TELEPHONE



Boating Safety and Enforcement Aid Program
Proposed Personnel Costs -- 801.2
Fiscal Year 2024-2025

Agency Mariposa County Sheriff's OfficeCounty Mariposa

Proposed Personnel Costs

Employee Compensation

	Title	Grade	No. Hours or Months	Pay per Hour or Month	Total Compensation
1.	Deputy Sheriff	501-Step 5	2,080.00	\$40.49	\$84,219.20
2.	Deputy Sheriff	501-Step 5	2,080.00	\$40.49	\$84,219.20
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.	Total		4,160.00		\$168,438.40

22. Average Customary Fringe Benefit Percent 52.68000000%

23. Total Proposed Personnel Costs \$257,171.75





Boating Safety and Enforcement Aid Program

Proposed Operations, Maintenance and Equipment Costs -- 801.3

Fiscal Year 2024-2025

Agency <u>Mariposa Co. Sheriff</u>		County <u>Mariposa</u>		
<i>Patrol Vessels:</i>	Fuel <u>\$12,000.00</u> + Repair <u>\$5,000.00</u> + Storage _____	= \$		<u>17,000.00</u>
<i>Vehicles:</i>	Miles <u>20,000</u>	Mileage Allowance <u>0.670</u> =		<u>13,400.00</u>
LIST OTHER O&M AND EQUIPMENT				
1. River/Lake Rescue Equipment		\$		<u>2,500.00</u>
2. Training		\$		<u>4,000.00</u>
3. Clothing/Foul Weather Gear		\$		<u>500.00</u>
4. Misc. Expense		\$		<u>2,000.00</u>
5. Communications		\$		<u>1,000.00</u>
6. Utilities		\$		<u>3,000.00</u>
7. Maintenance of Building/Heating, Electrical, Locks, etc		\$		<u>1,000.00</u>
8. Private Vehicle Use: Training Symposium		\$		<u>1,000.00</u>
9. First Aid Supplies		\$		<u>500.00</u>
10. Equipment		\$		<u>1,000.00</u>
11. Office Supplies		\$		<u>500.00</u>
12. Small Tools		\$		<u>500.00</u>
13. Hull Insurance		\$		<u>500.00</u>
14.		\$		
15.		\$		
16.		\$		
17.		\$		
18.		\$		
19.		\$		
20.		\$		
21.		\$		
22.		\$		
23.		\$		
24.		\$		
25.		\$		
Total			\$	<u>48,400.00</u>

**Fiscal Year 2024-2025**Agency Mariposa County Sheriff's OfficeCounty Mariposa

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year**\$ 26,142.00****C e r t i f i c a t i o n**

I attest that I am a duly authorized representative of the auditor's office of

Mariposa county/city;and that this calculation results in the best estimate of boat tax revenues
for the fiscal year noted.
SIGNATURELuis Mercado, Auditor
TYPED NAME AND TITLEJanuary 5, 2024
DATE209-966-7606
TELEPHONE

**MARIPOSA COUNTY RESOLUTION NUMBER 2024-
A RESOLUTION AUTHORIZING MARIPOSA COUNTY SHERIFF'S OFFICE TO
APPLY FOR AND ENTER INTO AN AGREEMENT WITH THE BOATING SAFETY AND
ENFORCEMENT FINANCIAL AID PROGRAM FROM THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND
WATERWAYS- FY24/25**

WHEREAS, funding from the Boating Safety and Enforcement Financial Aid Program helps support the provision of necessary law enforcement services on the waterways of Mariposa County; and

WHEREAS, Harbors and Navigation Code Section 663.7(e) and California Code of Regulations Section 6593.4 together require that certain assurances be provided as a condition of receiving such financial aid; and

NOW, THEREFORE BE IT RESOLVED, the Mariposa County Sheriff, or his designee, is hereby authorized and directed on behalf of the County of Mariposa, a political subdivision of the State of California, to submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2024-2025 for funding in the amount of \$292,848.09, and to have signature authority on the application and other program application related documents, and to do and perform everything necessary for the purpose of the Resolution; and

BE IT FURTHER RESOLVED, that the Mariposa County Board of Supervisors County is authorized to participate in the Fiscal Year 2024- 2025 Boating Safety and Enforcement Financial Aid Program, that the County shall expend for boating safety programs during the year not less than an amount equal to 100% of the amount received by the County from personal property taxes on vessels, and that the County Auditor is authorized to certify the amount of prior year vessel taxes received by the County.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 6th day of February 2024, by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

MILES MENETREY, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM

Danielle Bondshu, Clerk of the Board

Steven Dahlem, County Counsel



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-49

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Courtney Morrow, Treasurer/Tax Collector/County Clerk
RE: Approve the Conflict of Interest List of Filers and Disclosure Categories; and Adopt the Code of Regulations 18730 that Constitutes the Mariposa County Conflict of Interest Code

RECOMMENDATION AND JUSTIFICATION

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

Amendments are to be done biennially or upon changes in certain positions. The county positions have been reviewed by Human Resources. Outside agencies are responsible for the review of their positions. Exhibit B is the final clean copy with asterisk notation changes. Exhibit A identifies the deletions by strike through and the additions by italics.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Regulations of the Fair Political Practices Commissions, Title 2, division 6, Section 18730 of the California Code of Regulations constitutes the Mariposa County Conflict of Interest Code and governs all the various departments, districts, and committees of Mariposa County. The Board has complied with the Fair Political Practices Commission since 1981.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County will not have a current listing of designated positions.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 18730
2. Filing Modifications 2023
3. Final List of Filers 2023

VOTE RESULT

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

Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$500.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

officer has been elected or over which that elected officer's agency has direction and control.

This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

- 1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
- 2. A loan that would otherwise not be a gift as defined in this title.
- 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
- 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
- 5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The

fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

DEPARTMENT/OFFICE CLASSIFICATION		DISCLOSURE CATEGORIES				
		1	2	3	4	NONE
A. ADMINISTRATION						
County Administrative Officer			87200 Filer			
Assistant County Administrative Officer		X				
Executive Assistant						X
Administrative Analyst I/II/ Housing Development Specialist		X				
Administrative Analyst I/II / Economic Development		X				
Administrative Analyst I/II / Grant Writer		X				
Technical Services Manager		X				
Information Systems Specialist						X
Network Administrator I/II						X
Senior Information Specialist						X
PC Technician						X
B. AGRICULTURAL COMMISSIONER						
Agricultural Commissioner / Sealer of Weights & Measurements		X				
Deputy Agricultural Commissioner / Sealer		X				
Agricultural and Standards Inspector I/II						X
Agricultural and Standards Program Technician I/II						X
Senior Agricultural and Standards Inspector						X
C. ASSESSOR/RECORDER						
Assessor/Recorder		X				
Assistant Assessor / Recorder		X				
Appraiser I/II/III		X				
Auditor-Appraiser		X				
Cadastral Drafting Technician I/II						X
Assessment Recording Office Manager						X
Assessment Recording Clerk I/II/III						X
D. AUDITOR						
Auditor		X				
Assistant Auditor		X				
Accountant I/II						X
Accounting Technician III						X
Accounting Technician I/II						X
Senior Account Clerk						X
Payroll Specialist						X
Administrative Technician						X
E. BOARD OF SUPERVISORS						
Supervisor - District 1			87200 Filer		expanded	
Supervisor - District 2			87200 Filer		expanded	
Supervisor - District 3			87200 Filer		expanded	
Supervisor - District 4			87200 Filer		expanded	
Supervisor - District 5			87200 Filer		expanded	
F. Clerk of the Board						
Deputy Clerk of the Board I/II		X				X
G. BUILDING DEPARTMENT						
Building Director		X				
Building Inspector		X				
Senior Development Services Technician						X
Development Services Technician						X
Plan Checker/ Inspector		X				X
Senior Plan Checker/ Inspector		X				
H. CHILD SUPPORT SERVICES						
Child Support Services Director			Merced County			
Child Support Supervisor		X				
Child Support Specialist I/II and III						X
I. COMMUNITY SERVICES DIVISION - HEALTH & HUMAN SERVICES						
Deputy Director / Community Services		X				
Office Technician						X
Program Assistant I/II						X
Senior Nutrition Cook/Site Supervisor						X

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NONE
	Kitchen Assistant					X
	Transit System Bus Driver					X
J.	COUNTY COUNSEL					
	County Counsel			87200 Filer		
	Assistant County Counsel	X				
	Legal Executive Assistant					X
K.	DISTRICT ATTORNEY					
	District Attorney			87200 Filer		
	Assistant District Attorney	X				
	Deputy District Attorney I/II					X
	District Attorney Investigator					X
	Legal Executive Assistant					X
	Legal Secretary I/II					X
	Senior Office Assistant					X
	Victim Witness Services Coordinator					X
	Victim Witness Advocate					X
L.	UC Cooperative Extension					
	Farm Advisor	X				
	Office Technician		X			
	4-H Coordinator					X
M.	FIRE PROTECTION					
	Fire Prevention Inspector I/II					X
	Office Technician					X
	Office Assistant I/II					X
N.	HEALTH & HUMAN SERVICES					
	Administration Division					
	Health & Human Services Director	X				
	County Health Officer	X				
	Division Director of Administration	X				
	Deputy Director of Administration	X				
	Senior Administrative Analyst	X				
	Fiscal Officer II	X				
	Administrative Analyst I/II (Fiscal)	X				
	Staff Development Coordinator					X
	Accountant I/II					X
	Executive Assistant					X
	Social Worker Supervisor I					X
	Eligibility Specialist III					X
	Social Worker III					X
	Fraud Investigator					X
	System Support Analyst					X
	Accounting Technician I/II					X
	Administrative Technician					X
	Office Technician					X
	Program Assistant I					X
	Office Assistant II					X
	Senior Account Clerk					X
	Senior Office Assistant					X
	Staff Services Analyst I/II					X
	Administrative Analyst I/II					X
	Maintenance Worker I/II/III					X
	Relief Transit System Bus Driver					X
	Driver					X
	Human Services Division					
	Division Director of Human Services	X				
	Deputy Director of Adults & Aging	X				
	Deputy Director of Public Assistance	X				
	Staff Services Analyst I/II					
	Social Worker Supervisor I/II					X
	Office Technician Supervisor					X
	Program Manager					X

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NONE
	Program Administrator					X
	Services Support Analyst					X
	System Support Analyst					
	Senior Office Assistant					X
	Eligibility Specialist Supervisor					
	Eligibility Specialist I/II/III					
	Social Worker I/II/III/IV					X
	Office Technician					X
	Program Specialist I/II					X
	Office Assistant II					X
	Legal Secretary II					X
	Program Assistant I/II					X
	Senior Nutrition Cook					X
	Kitchen Assistant					X
	Health Services Division					
	Division Director of Health Services	X				
	Deputy Director of Behavioral Health	X				
	Deputy Director of Public Health	X				
	Public Health Emergency Preparedness & Response Coordinator	X				
	Environmental Health Manager	X				
	Public Health Educator	X				
	Public Health Nursing Manager	X				
	Senior Environmental Health Specialist	X				
	Registered Environmental Health Specialist I/II	X				
	Senior Administrative Analyst	X				
	Social Worker Supervisor II					X
	Office Tech Supervisor					X
	Program Administrator					X
	Staff Services Analyst I/II					X
	System Support Analyst					X
	Senior Office Assistant					X
	Office Assistant II					X
	Office Technician					X
	Mental Health Clinician					X
	Public Health Nurse I/II					X
	Mental Health Assistant I/II/III					X
	Mental Health Aide					X
	Psychiatric Mental Health Nurse Practitioner					X
	Licensed Vocational Nurse					X
	Nurse Practitioner					X
	Alcohol & Drug Specialist II					X
	Program Specialist I/II/III					X
	Development Services Technician					X
O.	LIBRARY					
	County Librarian	X				
	Senior Library Assistant					X
	Library Assistant I/II					X
P.	HUMAN RESOURCES/RISK MANAGEMENT					
	Assistant County Administrative Officer /Human Resources Director	X				
	Senior Administrative Analyst	X				
	Administrative Analyst I/II	X				
	Administrative Technician	X				
Q.	PLANNING DEPARTMENT					
	Planning Director	X				
	Deputy Planning Director	X				
	Senior Planner	X				X
	Planner III					X
	Planner II					X
	Planner I					X
	Senior GIS Specialist					X
	GIS Specialist I/II					X
	Executive Assistant					X
	Office Technician					X
	Code Compliance Technician					X

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NONE
	Community Design and Development Planner					X
R.	PROBATION DEPARTMENT					
	Chief Probation Officer	X				
	Assistant Chief Probation Officer	X				
	Supervising Probation Officer					X
	Deputy Probation Officer I/II/III					X
	Senior Office Assistant					X
	Probation Technician					X
	Executive Assistant					X
	Accounting Technician I/II					X
S.	PUBLIC WORKS					
	Administrative Division					
	Director of Public Works & Transportation	X				
	Deputy Director of Public Works	X				
	Fiscal Officer II	X				
	Administrative Analyst I/II	X				
	Executive Assistant					X
	Administrative Technician					X
	Accounting Technician I/II					X
	Office Assistant II					X
	Senior Account Clerk					X
	Accountant I/II					X
	Roads Division-Operations					
	Public Works Superintendent	X				
	Roads & Bridges Manager	X				
	Maintenance & Construction Supervisor					X
	Maintenance Worker I/II/III					X
	Fleet Division					
	Fleet Manager	X				
	Equipment Mechanic Supervisor					X
	Equipment Mechanic/Heavy Equipment					X
	Equipment Service Worker					X
	Account Clerk I/II					X
	Transportation Planning					
	Transportation Planner	X				
	Surveyor-Engineering Services Division					
	County Engineer	X				
	County Surveyor	X				X
	Associate Engineer					X
	Junior Engineer					X
	Engineering Technician I/II/III					X
	Survey Technician					X
	Facility Maintenance					
	Facilities and Recreation Services Manager	X				
	Maintenance Supervisor					X
	Maintenance Worker I/II/III					X
	Supervising Custodian					X
	Custodian					X
	Parks & Recreation					
	Recreation Supervisor					X
	Solid Waste & Recycling					
	Solid Waste and Recycling Manager	X				
	Public Works Superintendent	X				
	Maintenance Worker I/II/III					X
	Account Clerk I/II					X
	Utilities					
	Utilities Manager	X				
	Senior Plant Operator					X
	Plant Operator I/II					X
T.	SHERIFF/CORONER/PUBLIC ADMINISTRATOR					
	Sheriff/Coroner/Public Administrator	X				
	Sheriff's Undersheriff	X				
	Sheriff's Captain	X				
	Sheriff's Sergeant					X

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NONE
Sheriff's Detective						X
Sheriff's Deputy						X
Executive Assistant						X
Administrative Technician						X
Office Technician						X
Office Assistant I/II						X
Sheriff's Dispatcher						X
Sheriff's Evidence Technician						X
Animal Control Officer						X
Sheriff's Bailiff						X
Jail Division						
Jail Lieutenant		X				
Custodial Sergeant						X
Custodial Deputy						X
U. TRIAL COURTS (Courts File Directly to the State)						
Superior Court Judge			87200	Filer		
Superior Court Judge			87200	Filer		
Family Law Commissioner			87200	Filer		
Court Executive Officer		X				
Court Executive Assistant						X
Court Administrative Assistant						X
Court System Analyst						X
Administrative Court Clerk/Jury Commissioner						X
Court Supervisor						X
Court Reporter						X
Court Clerks III/II/I						X
V. TREASURER, TAX COLLECTOR & COUNTY CLERK						
Treas. Tax Collector & County Clerk			87200 Filer	expanded		
Assistant Treasurer, Tax Collector & County Clerk		X				
Chief Deputy Treasurer/Tax Collector		X				
Deputy Treasurer		X				X
Accounting Technician III/II/I						X
Account Clerk I/II						X
Elections Clerk I/II						X
AA. ASSESSMENT APPEALS BOARD						
Board Members (5 Members)		X				
BB. JOHN C. FREMONT HEALTHCARE DISTRICT						
Chief Executive Officer		X				
Chief Financial Officer		X				
Chief Information Officer		X				
Chief Nursing Officer		X				
Chief Human Resources Officer		X				
Director (5 Directors)		X				
CC. LOCAL AGENCY FORMATION COMMITTEE						
Executive Director		X				
Private Citizen Member (2 Members)		X				
Board of Supervisors (4 Members)			87200 Filer	expanded		
Citizen Alternate						X
DD. LOCAL CHILD CARE PLANNING COUNCIL						
Members (10)		X				
Alternates (10)		X				
EE. MARIPOSA COUNTY GRAND JURY						
Grand Jury Member (11 Members)		X				
FF. MARIPOSA COUNTY PLANNING COMMISSION						
Commissioners (5 Members)			87200 Filer			

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NONE
GG. MARIPOSA PUBLIC UTILITIES UTILITY DISTRICT						
Board of Directors (5 Members)		X				
General Manager		X				
HH. YOSEMITE ALPINE COMMUNITY SERVICES DISTRICT						
Board of Directors (5 Members)		X				
General Counsel		X				
II. LAKE DON PEDRO COMMUNITY SERVICES						
Board of Directors (5 Members)		X				
General Manager		X				
Treasurer		X				
Attorney		X				
Secretary		X				
JJ. MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT						
Superintendent		X				
Deputy Superintendent		X				
Chief Business Officer		X				
Director, Assistant Superintendent of Educational Services		X				
Director, Assistant Superintendent of Special Education		X				
Asst Superintendent		X				
Executive Director of Maintenance, Operations, Transportation, Facilities & Warehouse		X				
Principal & Teaching Principals (7 positions)(8)			X			
Board of Trustees/Education (5 Members)		X				
Citizens' Bond Oversight Committee		X				
KK. MARIPOSA COUNTY FIRST 5 COMMISSION						
Executive Director		X				
School Readiness Teacher/Director		X				
Commissioner		X				
County Counsel		X				
Administrative Assistant		X				
Fiscal Analyst		X				
LL. MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT						
Board of Directors (5)(4)		X				
Office Manager						X
Associate Directors						X
IRWMP Project Manager						X
Farm Bill Assistant						X
County Counsel		X				

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NONE
A.	ADMINISTRATION					
	County Administrative Officer		87200 Filer			
	Assistant County Administrative Officer	X				
	Executive Assistant					X
	Administrative Analyst I/II/ Housing Development Specialist	X				
	Administrative Analyst I/II / Economic Development	X				
	Administrative Analyst I/II / Grant Writer	X				
	Technical Services Manager	X				
	Information Systems Specialist					X
	Network Administrator I/II					X
	Senior Information Specialist					X
	PC Technician					X
B.	AGRICULTURAL COMMISSIONER					
	Agricultural Commissioner / Sealer of Weights & Measurements	X				
	Deputy Agricultural Commissioner / Sealer	X				
	Agricultural and Standards Inspector I/II					X
	Agricultural and Standards Program Technician I/II					X
	Senior Agricultural and Standards Inspector					X
C.	ASSESSOR/RECORDER					
	Assessor/Recorder	X				
	Assistant Assessor / Recorder	X				
	Appraiser I/II/III	X				
	Auditor-Appraiser	X				
	Cadastral Drafting Technician I/II					X
	Assessment Recording Office Manager					X
	Assessment Recording Clerk I/II/III					X
D.	AUDITOR					
	Auditor	X				
	Assistant Auditor	X				
	Accountant I/II					X
	Accounting Technician III					X
	Accounting Technician I/II					X
	Senior Account Clerk					X
	Payroll Specialist					X
	Administrative Technician					X
E.	BOARD OF SUPERVISORS					
	Supervisor - District 1		87200 Filer		expanded	
	Supervisor - District 2		87200 Filer		expanded	
	Supervisor - District 3		87200 Filer		expanded	
	Supervisor - District 4		87200 Filer		expanded	
	Supervisor - District 5		87200 Filer		expanded	
F.	Clerk of the Board	X				
	Deputy Clerk of the Board I/II					X
G.	BUILDING DEPARTMENT					
	Building Director	X				
	Building Inspector	X				
	Senior Development Services Technician					X
	Development Services Technician					X
	Plan Checker/ Inspector	X				X
	Senior Plan Checker/ Inspector	X				
H.	CHILD SUPPORT SERVICES					
	Child Support Services Director		Merced County			
	Child Support Supervisor	X				
	Child Support Specialist I/II and III					X
I.	COMMUNITY SERVICES DIVISION - HEALTH & HUMAN SERVICES					
	Deputy Director / Community Services	X				
	Office Technician					X
	Program Assistant I/II					X
	Senior Nutrition Cook/Site Supervisor					X

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NONE
	Kitchen Assistant					X
	Transit System Bus Driver					X
J.	COUNTY COUNSEL					
	County Counsel			87200 Filer		
	Assistant County Counsel	X				
	Legal Executive Assistant					X
K.	DISTRICT ATTORNEY					
	District Attorney			87200 Filer		
	Assistant District Attorney	X				
	Deputy District Attorney I/II					X
	District Attorney Investigator					X
	Legal Executive Assistant					X
	Legal Secretary I/II					X
	Senior Office Assistant					X
	Victim Witness Services Coordinator					X
	Victim Witness Advocate					X
L.	UC Cooperative Extension					
	Farm Advisor	X				
	Office Technician		X			
	4-H Coordinator					X
M.	FIRE PROTECTION					
	Fire Prevention Inspector I/II					X
	Office Technician					X
	Office Assistant I/II					X
N.	HEALTH & HUMAN SERVICES					
	Administration Division					
	Health & Human Services Director	X				
	County Health Officer	X				
	Division Director of Administration	X				
	Deputy Director of Administration	X				
	Senior Administrative Analyst	X				
	Fiscal Officer II	X				
	Administrative Analyst I/II (Fiscal)	X				
	Staff Development Coordinator					X
	Accountant I/II					X
	Executive Assistant					X
	Social Worker Supervisor I					X
	Eligibility Specialist III					X
	Social Worker III					X
	Fraud Investigator					X
	System Support Analyst					X
	Accounting Technician I/II					X
	Administrative Technician					X
	Office Technician					X
	Program Assistant I					X
	Office Assistant II					X
	Senior Account Clerk					X
	Senior Office Assistant					X
	Staff Services Analyst I/II					X
	Administrative Analyst I/II					X
	Maintenance Worker I/II/III					X
	Relief Transit System Bus Driver					X
	Driver					X
	Human Services Division					
	Division Director of Human Services	X				
	Deputy Director of Adults & Aging	X				
	Deputy Director of Public Assistance	X				
	Staff Services Analyst I/II					
	Social Worker Supervisor I/II					X
	Office Technician Supervisor					X
	Program Manager					X

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NONE
	Program Administrator					X
	Services Support Analyst					X
	System Support Analyst					
	Senior Office Assistant					X
	Eligibility Specialist Supervisor					
	Eligibility Specialist I/II/III					
	Social Worker I/II/III/IV					X
	Office Technician					X
	Program Specialist I/II					X
	Office Assistant II					X
	Legal Secretary II					X
	Program Assistant I/II					X
	Senior Nutrition Cook					X
	Kitchen Assistant					X
	Health Services Division					
	Division Director of Health Services	X				
	Deputy Director of Behavioral Health	X				
	Deputy Director of Public Health	X				
	Public Health Emergency Preparedness & Response Coordinator	X				
	Environmental Health Manager	X				
	Public Health Educator	X				
	Public Health Nursing Manager	X				
	Senior Environmental Health Specialist	X				
	Environmental Health Specialist I/II	X				
	Senior Administrative Analyst	X				
	Social Worker Supervisor II					X
	Office Tech Supervisor					X
	Program Administrator					X
	Staff Services Analyst I/II					X
	System Support Analyst					X
	Senior Office Assistant					X
	Office Assistant II					X
	Office Technician					X
	Mental Health Clinician					X
	Public Health Nurse I/II					X
	Mental Health Assistant I/II/III					X
	Mental Health Aide					X
	Psychiatric Mental Health Nurse Practitioner					X
	Licensed Vocational Nurse					X
	Nurse Practitioner					X
	Alcohol & Drug Specialist II					X
	Program Specialist I/II/III					X
	Development Services Technician					X
O.	LIBRARY					
	County Librarian	X				
	Senior Library Assistant					X
	Library Assistant I/II					X
P.	HUMAN RESOURCES/RISK MANAGEMENT					
	Assistant County Administrative Officer /Human Resources Director	X				
	Senior Administrative Analyst	X				
	Administrative Analyst I/II	X				
	Administrative Technician	X				
Q.	PLANNING DEPARTMENT					
	Planning Director	X				
	Deputy Planning Director	X				
	Senior Planner	X				X
	Planner III					X
	Planner II					X
	Planner I					X
	Senior GIS Specialist					X
	GIS Specialist I/II					X
	Executive Assistant					X
	Office Technician					X
	Code Compliance Technician					X

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NONE
	Community Design and Development Planner					X
R.	PROBATION DEPARTMENT					
	Chief Probation Officer	X				
	Assistant Chief Probation Officer	X				
	Supervising Probation Officer					X
	Deputy Probation Officer I/II/III					X
	Senior Office Assistant					X
	Probation Technician					X
	Executive Assistant					X
	Accounting Technician I/II					X
S.	PUBLIC WORKS					
	Administrative Division					
	Director of Public Works & Transportation	X				
	Deputy Director of Public Works	X				
	Fiscal Officer II	X				
	Administrative Analyst I/II	X				
	Executive Assistant					X
	Administrative Technician					X
	Accounting Technician I/II					X
	Office Assistant II					X
	Senior Account Clerk					X
	Accountant I/II					X
	Roads Division-Operations					
	Public Works Superintendent	X				
	Roads & Bridges Manager	X				
	Maintenance & Construction Supervisor					X
	Maintenance Worker I/II/III					X
	Fleet Division					
	Fleet Manager	X				
	Equipment Mechanic Supervisor					X
	Equipment Mechanic/Heavy Equipment					X
	Equipment Service Worker					X
	Account Clerk I/II					X
	Transportation Planning					
	Transportation Planner	X				
	Surveyor-Engineering Services Division					
	County Engineer	X				
	County Surveyor	X				X
	Associate Engineer					X
	Junior Engineer					X
	Engineering Technician I/II/III					X
	Survey Technician					X
	Facility Maintenance					
	Facilities and Recreation Services Manager	X				
	Maintenance Supervisor					X
	Maintenance Worker I/II/III					X
	Supervising Custodian					X
	Custodian					X
	Parks & Recreation					
	Recreation Supervisor					X
	Solid Waste & Recycling					
	Solid Waste and Recycling Manager	X				
	Public Works Superintendent	X				
	Maintenance Worker I/II/III					X
	Account Clerk I/II					X
	Utilities					
	Utilities Manager	X				
	Senior Plant Operator					X
	Plant Operator I/II					X
T.	SHERIFF/CORONER/PUBLIC ADMINISTRATOR					
	Sheriff/Coroner/Public Administrator	X				
	Sheriff's Undersheriff	X				
	Sheriff's Captain	X				
	Sheriff's Sergeant					X

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NONE
	Sheriff's Detective					X
	Sheriff's Deputy					X
	Executive Assistant					X
	Administrative Technician					X
	Office Technician					X
	Office Assistant I/II					X
	Sheriff's Dispatcher					X
	Sheriff's Evidence Technician					X
	Animal Control Officer					X
	Sheriff's Bailiff					X
	Jail Division					
	Jail Lieutenant	X				
	Custodial Sergeant					X
	Custodial Deputy					X
U.	TRIAL COURTS (Courts File Directly to the State)					
	Superior Court Judge		87200	Filer		
	Superior Court Judge		87200	Filer		
	Family Law Commissioner		87200	Filer		
	Court Executive Officer	X				
	Court Executive Assistant					X
	Court Administrative Assistant					X
	Court System Analyst					X
	Administrative Court Clerk/Jury Commissioner					X
	Court Supervisor					X
	Court Reporter					X
	Court Clerks III/II/I					X
V.	TREASURER, TAX COLLECTOR & COUNTY CLERK					
	Treas. Tax Collector & County Clerk		87200 Filer		expanded	
	Assistant Treasurer, Tax Collector & County Clerk	X				
	Deputy Treasurer	X				X
	Accounting Technician III/II/I					X
	Elections Clerk I/II					X
AA.	JOHN C. FREMONT HEALTHCARE DISTRICT					
	Chief Executive Officer	X				
	Chief Financial Officer	X				
	Chief Nursing Officer	X				
	Chief Human Resources Officer	X				
	Director (5 Directors)	X				
BB.	LOCAL AGENCY FORMATION COMMITTEE					
	Executive Director	X				
	Private Citizen Member (2 Members)	X				
	Board of Supervisors (4 Members)		87200 Filer		expanded	
	Citizen Alternate					X
CC.	LOCAL CHILD CARE PLANNING COUNCIL					
	Members (10)	X				
	Alternates (10)	X				
DD.	MARIPOSA COUNTY GRAND JURY					
	Grand Jury Member (11 Members)	X				
EE.	MARIPOSA COUNTY PLANNING COMMISSION					
	Commissioners (5 Members)		87200 Filer			
FF.	MARIPOSA PUBLIC UTILITY DISTRICT					
	Board of Directors (5 Members)	X				
	General Manager	X				
GG.	YOSEMITE ALPINE COMMUNITY SERVICES DISTRICT					

DEPARTMENT/OFFICE		DISCLOSURE CATEGORIES				
CLASSIFICATION		1	2	3	4	NONE
	Board of Directors (5 Members)	X				
	General Counsel	X				
HH.	LAKE DON PEDRO COMMUNITY SERVICES					
	Board of Directors (5 Members)	X				
	General Manager	X				
	Treasurer	X				
	Attorney	X				
	Secretary	X				
II.	MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT					
	Superintendent	X				
	Deputy Superintendent	X				
	Chief Business Officer	X				
	Assistant Superintendent of Educational Services	X				
	Assistant Superintendent of Special Education	X				
	Executive Director of Maintenance, Operations, Transportation, Facilities & Warehouse	X				
	Principal & Teaching Principals (8 positions)		X			
	Board of Trustees/Education (5 Members)	X				
	Citizens' Bond Oversight Committee	X				
JJ.	MARIPOSA COUNTY FIRST 5 COMMISSION					
	Executive Director	X				
	Commissioner	X				
	County Counsel	X				
KK.	MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT					
	Board of Directors (4)	X				
	Office Manager					X
	Associate Directors					X
	IRWMP Project Manager					X
	County Counsel	X				



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-50

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve Memorandum of Understanding (MOU) with the Office of the State Public Defender; and Authorize the Board of Supervisors Chair to Sign

RECOMMENDATION AND JUSTIFICATION

Approve Memorandum of Understanding (MOU) with the Office of the State Public Defender; and Authorize the Board of Supervisors Chair to Sign.

The Office of the State Public Defender's Indigent Defense Improvement Division (OSPD) has agreed to collect and analyze qualitative and quantitative data to assess the current system of indigent criminal defense in Mariposa County. This will involve assisting the county to gather data from public and internal sources, conducting a consumer survey and interviewing various stakeholders. As agreed, this analysis will be completed without cost to the County.

Mariposa County currently contracts with three independent attorneys for indigent defense services. The current contract period is July 1, 2022 to June 30, 2025. This is the perfect time to undertake a project like this as it gives us ample time to collect and analyze data to inform the next request for proposals and the associated public defense strategy. Staff is excited to learn more about how we are doing with indigent defense services and how we can best serve the public defense needs of our community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 22-336: Agreement for Indigent Defense Legal Services - Neal Douglass
Resolution 22-337: Agreement for Indigent Defense Legal Services - Eugene Action
Resolution 23-393: Agreement for Indigent Defense Legal Services - Ric Squaglia

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. Mariposa County's indigent defense legal services will not be analyzed.

FINANCIAL IMPACT

There is no cost associated with this action.

ATTACHMENTS

1. OSPD MOU for Mariposa County Evaluation DRAFT

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 IV Supervisor Forsythe, District II Supervisor Poe



**Office of the State
Public Defender**

1111 Broadway, 10th Floor
Oakland, CA 94607-4139
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Fax: (510) 452-8712
www.ospd.ca.gov

MEMORANDUM OF UNDERSTANDING

Office of the State Public Defender and Mariposa County Administration

Shared Goal:

To evaluate the current indigent defense system in Mariposa County and provide a written report with data and research to assess gaps in the indigent defense system and possible solutions.

At the invitation of Mariposa County's Administration, the Office of the State Public Defender's Indigent Defense Improvement Division (OSPD) has agreed to collect and analyze qualitative and quantitative data to assess the current system of indigent criminal defense in Mariposa County. This will involve assisting the county to gather publicly available data, internally held data by county stakeholders, conducting a consumer survey and conducting interviews with stakeholders.

This project will be divided into phases:

Phase I: County Administration collects data (*January – February, 2024*) Office of the State Public Defender, in consultation with Mariposa County Administration, will provide a list of data points for the county to collect and will provide drafts of sample data requests for County Administration to deliver to various agencies within the county.

- Data collection may include such data points as:
 - Sheriff & Probation—attorney visitation logs for live, tablet and phone visitation of clients in jail and juvenile hall
 - Court data --expert and investigation requests, requests for *Marsden* hearings by clients to relieve appointed counsel
 - District Attorney data—Motions under Penal Code sections 995 and 1538.5 filed and litigated, preliminary hearings litigated and waived
 - County Administration data—contract terms, length of contracts, reporting data, attorney work logs, training information

Only once a sufficient amount of data is collected by County Administration will phase II begin.

Phase II: Stakeholder interviews & consumer survey (*March – April, 2024*) Data analysis, stakeholder interviews, research, consumer survey, court watch and analysis.

During this period, County Administration will arrange for OSPD to meet with the following parties by scheduling meetings: sheriff, jail captain, district attorney, behavioral health, human resources, judges, select defense attorneys, select defense investigators, court staff, court executive officer, probation and other relevant stakeholders.

OSPD will create a client satisfaction survey and County Administration will assist by distributing the survey to former indigent defense clients through the sheriff's department at the jail and the county probation department. OSPD may distribute the survey in other locations in the County. Responses will

be collected by County Administration and delivered to OSPD for analysis and report.

At the conclusion of Phase II, either party has the option to conclude the project or, if both parties agree, continue to Phase III.

Phase III: Written report (*May - July 2024*) Written report and recommendations by OSPD. Edits and feedback from Mariposa County Administration will be welcome but OSPD will have final decision-making ability as to the content of the report. In accordance with our obligations pursuant to the California Public Records Act (CPRA), both parties agree and understand the data and information collected would be accessible to the public should a request be made. OSPD reserves the right to publish the report.

Phase IV: Presentations to the Board of Supervisors (*August, 2024 or within 3 months of report being finalized*) Upon agreement of both parties, OSPD will prepare suggested slides presenting findings from the report to be presented to the Board of Supervisors by either County Administration or the Office of the State Public Defender or both, at the County's discretion.

Phase V: Transition Plan, if needed (*Fall, 2024*) If the research indicates a change is recommended and Mariposa County Board of Supervisors votes for a different type of indigent defense system, upon request, OSPD will assist with a transition plan for the new system. OSPD's level of involvement in the transition will be contingent upon OSPD's capacity at the time the decision is made.

Proposed Timeline:

Sign Memorandum of Understanding	Before January 15 th 2024
County Administration collects data	January – February 2024
OSPD meetings with stakeholders & conducts survey	March – April 2024
OSPD creates a written report	May – July 2024
Meetings / presentation to Board of Supervisors	August – September 2024
If needed, OSPD assist with Transition Plan	Fall 2024

Both parties understand and agree that there may be delays because we are relying on outside parties for data collection. This MOU is an initial outline and is not intended to be a fixed timeline or exhaustive list of roles and responsibilities.

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Laurel Arroyo
Office of the State Public Defender

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: Discussion and Direction Regarding the Microenterprise Grant Program and the Presentation of Business Applications

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding the Microenterprise Grant Program and the Presentation of Business Applications.

The Microenterprise Grant/Loan Program helps small businesses owned by low- and moderate-income business owners or entrepreneurs. The awards assist Mariposa-based businesses with five or fewer employees to build their capacity. An announcement for applications opened November 30 and closed on January 15 for small businesses to apply to receive a \$10,000 grant under the program. Sixteen total applications were received and six \$10,000 grants will be awarded. Previously, the Board directed staff to have each individual business owner present their grant proposal for the Board's approval. In this round, in accordance with the grant guidelines, a committee was formed to evaluate the applications and give recommendations. With the significant number of applications and with recommendations from the committee, staff seeks direction on how the Board would like these applications to be presented to the Board for approval. Two options include:

- 1) Have each committee-recommended business owner present to the Board for approval as previously done.
- 2) Have the grant committee chair present the recommended awards to the Board for approval.

Staff is seeking direction, so that we can notify recommended grantees as soon as possible.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 11, 2022, the Board of Supervisors discussed the options for Business Assistance and Microenterprise loans and directed staff to have business owners present their proposals on a case-by-case basis.

On May 19, 2020, the Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: (UNANIMOUS)

MOVER: None

SECONDER: None

AYES: None



MARIPOSA COUNTY

Board of Supervisors



Ordinance

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Mike Brinkman, Building Director/CSG Contractor
RE: Waive the First Reading and Introduce an Ordinance Titled "Amending Chapters 15.10.040 and 15.10.080 of the Mariposa County Code"

RECOMMENDATION AND JUSTIFICATION

Waive the First Reading and Introduce an Ordinance Titled "Amending Chapters 15.10.040 and 15.10.080 of the Mariposa County Code".

The 2022 edition of the California Code of Regulations Title 24, which incorporates the current California Building Codes, became effective January 1, 2023.

Adoption of Appendix AZ, Emergency Housing of the 2022 California Residential Code Title 24, Part 25 and Appendix P, Emergency Housing, 2022 California Building Code, Part 2 (Volumes 1 & 2) are requested by the Building Department. The adoption of the additional appendices will help to accommodate and regulate emergency housing associated with the continuing Shelter Crisis Local Emergency as well as help to ensure the safety of all structures within Mariposa County.

If adopted, this ordinance could enable the county to qualify for state funds available to assist the county with emergency housing.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 12, 2022, the Mariposa County Board of Supervisors adopted the 2022 Edition of the California Building Standards Code, Title 24 of the California Code of Regulations, and other codes governing the construction and regulation of buildings and structures. The adoption did not include 2022 California Residential Code, Title 24, Part 2.5, Appendix AZ Emergency Housing and 2022 California Building Code, Part 2 (Volumes 1 & 2), Appendix P, Emergency Housing.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could amend the recommended action. That may result in a need for staff to revise for Board consideration at a future Board meeting.

Negative action would mean that the County could not authorize the use of alternative emergency housing types because there would be no legal authority to allow the alternative emergency housing regulation requirements for the safety and welfare of the community.

Negative action could also result in the county's inability to qualify for some state funds available to assist the county with emergency housing.

FINANCIAL IMPACT

No financial impacts are anticipated.

ATTACHMENTS

- 1. Emergency Housing Ordinance**
- 2. Summary Ordinance**

VOTE RESULT

RESULT: (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY ORDINANCE NO. 2024-1190

**AN ORDINANCE AMENDING CHAPTERS 15.10.040 AND
15.10.080 OF THE MARIPOSA COUNTY CODE**

WHEREAS the Board of Supervisors desire to amend Chapters 15.10.040 and 15.10.080 of the Mariposa County Code; and

WHEREAS the standards of building within the county must conform with state law except where local conditions warrant more restrictive regulations, and, therefore, the Board of Supervisors should adopt by reference the 2022 California Residential Code, Title 24, Part 2.5, Appendix AZ Emergency Housing and 2022 California Building Code, Part 2 (Volumes 1 & 2), Appendix P, Emergency Housing, in their entirety; and

WHEREAS, the adoption of these appendices will protect the health, safety and welfare of the citizens of Mariposa County in association with the declaration of the ongoing shelter crisis by providing: (1) construction and use standards for emergency housing related to supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for intended use; (2) expanded/additional options for emergency housing; and

WHEREAS this amendment incorporates the referenced appendices as an update to the regulatory program adopting by reference the 2022 Edition of the California Building Standards Code, Title 24 of the California Code of Regulations, and other codes governing the construction and regulation of buildings and structures; and

WHEREAS there is no potential for the project to cause a significant effect on the environment.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

Section I: Chapter 15.10 of the Mariposa County Code is hereby amended to read as follows:

15.10.040 California Building Code and Appendices Adopted

Except as hereafter changed or modified, the California Building Code and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata, and published by the International Code Council, 2022 Edition Part 2, Volumes 1 and 2, and Appendixes "B" Board of Appeals, "C" Group U—Agricultural Buildings and "J" Grading, **"P" Emergency Housing**, are adopted by reference and incorporated in this chapter as if fully set

forth herein, and shall be known and referred to as the building code of the county.

15.10.080 California Residential Code and Appendices Adopted

Except as hereafter changed or modified, the California Residential Code, Part 2.5, as amended by the California Building Standards Commission including the most current errata and published by the International Code Council, 2022 Edition, Chapter 1, Division II Administration, Appendixes "AV" Board of Appeals and "AX" Swimming Pool Safety Act, , **"AZ" Emergency Housing**, are adopted by reference and incorporated in this chapter as if fully set forth herein, and shall be known and referred to as the residential code of the County. A copy of said code shall be kept and maintained by the building official for use and examination by the public.

***SECTION II:** The purpose of this Ordinance is to adopt by reference, 2022 California Residential Code, Title 24, Part 2.5, Appendix AZ Emergency Housing and 2022 California Building Code, Part 2 (Volumes 1 & 2), Appendix P, Emergency Housing additional appendices found in the 2022 edition of the California Building Standards Code, Title 24 of the California Code of Regulations. The purpose of this Ordinance is also to provide minimum requirements and standards for the protection of the public safety, health, property, and welfare of Mariposa County in relation to emergency housing provided in accordance with declaration of a shelter crisis. The Ordinance is adopted under the authority of Government Code Section 50022.2 and Health and Safety Code Sections 17958.7 and 18941.5.*

***SECTION III:** This Ordinance shall be the source of regulations for emergency housing in association with the declaration of an emergency or shelter crisis on any property owned or utilized by the County of Mariposa.*

***SECTION IV:** In the event of any conflict between this Ordinance and any law, rule, or regulation of the State of California, that requirement which establishes the higher standard of safety shall govern. Failure to comply with such standard of safety shall be a violation of this Code.*

***SECTION V:** If any section, subsection, sentence, clause, or phrase contained in this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance, and any section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.*

***SECTION VI:** Nothing in this Ordinance or in the California Building Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Ordinance*

hereby amended as cited in this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

SECTION VII: *The provisions of this Ordinance are enacted for the public health, safety, and welfare and are to be liberally construed to obtain the beneficial purposes thereof.*

SECTION VIII: *The provisions of this Ordinance shall not be construed as imposing upon Mariposa County any liability or responsibility for damage to persons or property resulting from defective work, nor shall Mariposa County or any official, employee or agent thereof, be held as assuming any such liability or responsibility by reason of the review or inspection authorized by the provisions of this Ordinance of any permits or certificates issued under this Ordinance.*

SECTION IX: *Pursuant to Government Code section 25123, this ordinance shall become effective 30 days after enactment.*

SECTION X: *The Board of Supervisors finds that this project is exempt from the California Environmental Quality Act {CEQA} pursuant to Section 15061{b}{3} of CEQA Guidelines.*

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 6th day February 2024 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAINED:

MILES MENETREY, Chair

Mariposa County Board of Supervisors

ATTEST:

APPROVED TO FORM:

DANIELLE BONDSHU, Clerk of the Board

STEVE DAHLEM, County Counsel

**MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING
TITLE 15 OF THE MARIPOSA COUNTY CODE**

Notice is hereby given that on Tuesday, February 20, 2024, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance amending Chapters 15.10.040 and 15.10.080 of Title 15 of the Mariposa County Code as follows:

15.10.040: Amends current Mariposa County Code 15.10.040 by adopting the 2022 California Residential Code, Title 24, Part 2.5, Appendix AZ Emergency Housing, which adds Definitions, and standardized code requirements for Emergency Housing. The definitions were also alphabetized.

15.10.080: Amends current Mariposa County Code 15.10.080 by adopting the 2022 California Building Code, Part 2 (Volumes 1 & 2), Appendix P, Emergency Housing, which adds Definitions, and standardized code requirements for Emergency Housing. The definitions were also alphabetized.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-51

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve the Change of Allocations in the Planning Department to Reduce the Senior Community Design and Development Planner by one (1) and Increase the Community Design and Development Planner I/II by One (1), Effective December 3, 2023

RECOMMENDATION AND JUSTIFICATION

Approve the Change of Allocations in the Planning Department to Reduce the Senior Community Design and Development Planner by one (1) and Increase the Community Design and Development Planner I/II by One (1), Effective December 3, 2023.

The senior community design and development planner position was vacated on September 21, 2023. In reviewing the position while it was vacant, the supervisory and managerial functions performed by the previous incumbent were removed. Accordingly, the position has been recruited and filled at the community design and development planner I/II level. This item will correct the allocation schedule to reflect the change in this position.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has granted these types of allocation requests in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this request. The planning department will need to request an overfill of the community design and development planner I/II allocation.

FINANCIAL IMPACT

This action generates a small savings in the planning department budget.

ATTACHMENTS

None

VOTE RESULT

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-52

MEETING: February 6, 2024

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve the Allocation of an Agricultural Program Specialist (Wildlife Services) I/II/III Position in the Agriculture, Weights and Measures Department, Effective May 1, 2024, with a Salary Range of \$49,140.00 - \$73,114.08; Approve a Job Description for this Position; and Approve a Notification of Cancellation for Contracted Services to the United States Department of Agriculture (USDA)

RECOMMENDATION AND JUSTIFICATION

Approve the Allocation of an Agricultural Program Specialist (Wildlife Services) I/II/III Position in the Agriculture, Weights and Measures Department, Effective May 1, 2024, with a Salary Range of \$49,140.00 - \$73,114.08; Approve a Job Description for this Position; and Approve a Notification of Cancellation for Contracted Services to the United States Department of Agriculture (USDA).

The three driving factors for this request are as follows:

1. Public Safety

During the period of March 2022 - March 2023, the USDA was unable to provide a contractor for wildlife services to serve Mariposa County. Without a contractor, Mariposa County was forced to rely upon assistance from Madera and Stanislaus Counties to address significant wildlife threats to residents and property, such as the bear that ran through the town of Mariposa.

2. Command and Control

Making this position a county employee rather than contracting for services gives the Agricultural Commissioner direct access and oversight. The County would be responsible for the actions of the employee, including any liability, but the Agricultural Commissioner would also be able to set priorities and direct the incumbent to the activities that are most beneficial for local needs. Collaboration with local officials, including law enforcement, is also expected to improve relative to our experience contracting with a federal agency.

3. Cost

As indicated in the attached cost analysis, this position will start at a total cost that is \$14,869 less than the current USDA contract. That contract has historically increased 3% - 8% annually, which would likely outpace the expected step increases and cost of living adjustments afforded to county staff. An employee represents a long-term commitment that may be harder to terminate than a contract for services, but total costs would be expected to be less expensive than continuing with contracted services.

If approved, the Agricultural Commissioner will give the required 30-day notice to cancel the USDA agreement on April 1, 2024. Recruitment for an employee would begin in time to hire a successful applicant on or around May 1, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has previously approved the creation and allocation of positions as necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the allocation. There would be no change. The County may experience public safety issues related to future USDA staffing challenges and will be required to cover the escalating costs of the agreement with USDA.

FINANCIAL IMPACT

The new allocation will be paid for by the remnants of the canceled USDA contract. The USDA contract will be canceled on April 1, 2024, resulting in the final two months of \$15,080 allocated to the contract being available to pay for the position.

ATTACHMENTS

1. **Cost Analysis on AG Program Specialist (Wildlife Services)**
2. **APG (Wildlife) I II III job description**
3. **Budget Action form for Ag Specialist Wildlife**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

	Level I / Step I Bottom \$4,095.00	Level III / Step 5 Top \$6,092.84
MONTHLY RANGE PER SALARY SCHEDULE		
MONTHLY SALARY FTE 100%	\$4,095.00	\$6,092.84
Benefits		
0.062 Social Security - Employer (6.2%)	\$256.18	\$381.16
0.0145 Medicare - Employer (1.45%)	\$59.91	\$89.14
0.009 SDI (.9%)	\$36.86	\$54.84
0.1101 Retirement - Employer Portion (11.01%)	\$450.86	\$670.82
Admin Health fee	\$4.05	\$4.05
SEIU (medical, dental, vision, flex ben.)	\$1,397.70	\$1,397.70
Total Monthly Salary and Benefit Cost	\$6,300.55	\$8,690.54
Total Annual Salary and Benefit Cost	\$75,606.62	\$104,286.53

EXISTING USDA CONTRACT COST IS \$90,476.13

At entry level I step I the cost of the employee is (\$14,869.51) less than the existing contract

At level II step 4 the cost is \$91,830 vs existing contract cost of \$90,476.13

At level III step 5 the cost is \$13,810.40 more than the existing contract

Historical USDA Contract cost increases have been 3-8%. A fair assumption of 5% increases over 3 years has the contract cost at \$104,737.43

AGRICULTURAL PROGRAM SPECIALIST

(Wildlife Services) I/II/III

DEFINITION

Under the direction of the Agricultural Commissioner/Sealer of Weights & Measures the Agricultural Program Specialist (Wildlife Services); performs vertebrate pest management and damage control caused by wildlife. The incumbent will utilize damage control techniques to protect agriculture, natural resources, property, and threats to human health and safety. The work is concerned with wildlife management operations relating to the assessment, reduction, and/or elimination of problems associated with wild and/or feral animal species. All while following NEPA and CEQA rules and regulations.

DISTINGUISHING CHARACTERISTICS

Agricultural Program Specialist (Wildlife Services) I

This is the entry level position of the class. Employees at this level will receive general supervision and direction working independently only within fixed guidelines.

Agricultural Program Specialist (Wildlife Services) II

This is the journeyman level position of the class. Employees at this level will receive general supervision and direction. This level is distinguished from level I in that incumbents are assigned the full range of duties. Incumbents at this level are expected to work independently and to only receive occasional instruction as new or unusual situations arise. Incumbents are fully aware of the laws, regulations, and policies of partnering agencies.

Agricultural Program Specialist (Wildlife Services) III

This is the expert level position of the class. Employees at this level will hold specialized certifications and training. Incumbents are expected to exercise significant independent judgement while working independently. They will exercise authority and accept responsibility for recommendations within the range of basic functions and responsibilities commensurate with the duties associated with this position.

SUPERVISION RECEIVED AND EXERCISED

This position is supervised by the Agricultural Commissioner/County Sealer of Weights and Measures and/or Deputy Agricultural Commissioner/County Sealer of Weights and Measures. There is no supervision exercised.

EXAMPLES OF ESSENTIAL FUNCTIONS

Typical duties may include, but are not limited to, the following:

Responsible for organizing and conducting direct control operations to reduce wildlife damage within a geographical area or technical/subject area of program involvement.

Inspects and survey areas; and as necessary, will revise existing Wildlife Damage Management (WDM) programs in close consultation with higher-level management such as the Agricultural Commissioner, local law enforcement, and local game wardens.

Will conduct Wildlife Damage Management operations through the assessment, reduction of, and/or elimination of problems associated with wild and/or feral animal species.

Responds to complaints related to wildlife damage control problems and public safety concerns. Modifying or adapting established wildlife damage control techniques as necessary to meet local conditions and address specific environmental, economic, or political considerations.

Prepares, constructs, maintains, or sets devices, lures, traps, and related equipment in accordance with applicable regulations; dispatches predatory wildlife through the use of firearms and euthanasia drugs; and utilizes non-lethal techniques as required including chemical immobilization, frightening devices, and avoidance strategies.

Follows all safety rules and procedures in accordance with local, County, State, Federal, and Wildlife Service Program policies. Keeping abreast of changes in any of these as they occur.

Assists in conducting demonstrations and training for others, including other cooperators or other interested groups, on WDM methods, procedures, and program objectives.

EMPLOYMENT STANDARDS

Working knowledge of: the techniques, methods, procedures, and devices used in the control and/or management of predatory wildlife including hunting and trapping; the safe and effective use of firearms; behavior habits, characteristics, and habitats of the local wildlife species that are, or that may become, a threat in terms of public safety, agriculture production, public health, property, or natural resources; endangered or threatened species and their habitats and location ranges; the appropriate local, State, and Federal laws, regulations, policies, and ordinances pertaining to wildlife damage control: diseases and parasites affecting and/or transmitted by wildlife and predatory species based on the style and location of depredation.

Ability to: interpret and apply the principles and practices of Wildlife Damage Management meeting the standards of local, State, and Federal rules and regulations; assess animal behavior and make appropriate decisions regarding the capture of destruction of an animal: communicate, establish, and maintain effective working relationships with landowners, representatives of other agencies, and the general public; work with uncooperative and potentially hostile individuals; provide tactful instruction, demonstrations, and information regarding Wildlife Damage Management; utilize modern office practices and technology to practice the accepted principles and practices of record-keeping and reporting.

TYPICAL WORKING CONDITIONS

Work is performed both in an office and field environment; incumbent will drive on surface streets and be exposed to traffic hazards, adverse weather conditions, extreme heat or cold, wetness, air contaminants, fumes/dust, solvents, chemicals, skin irritants, dangerous animals and wildlife, violence, above average noise, firearms, working at heights. Must be able to work irregular shifts and hours as necessary.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk and intermittently walk, stand, run, climb, balance, bend, squat crawl, twist and reach while performing office duties and/or field work; lift and/or move more than 100 pounds of weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office and specialized 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. Requires the strength and stamina to perform enforcement duties, including handling firearms, capturing and retraining animals, and driving a motor vehicle.

MINIMUM QUALIFICATIONS

Education and Experience

Agricultural Program Specialist (Wildlife Services) I

Applicants must have 2 years of specialized experience that may have been obtained in the private or public (local, county, State, Federal) sectors which demonstrates: Experience in wildlife damage mitigation methods and techniques. Experience in wildlife identification.

Or

Bachelor of Science in Wildlife or equivalent plus 1 year of specialized experience that may have been obtained in the private or public (local, county, State, Federal) sectors which demonstrates: Experience in wildlife damage mitigation methods and techniques. Experience in wildlife identification.

Agricultural Program Specialist (Wildlife Services) II

Applicants must have 3 years of specialized experience that may have been obtained in the private or public (local, county, State, Federal) sectors which demonstrates: Experience in wildlife damage mitigation methods and techniques. Experience in wildlife identification.

Or

Bachelor of Science in Wildlife or equivalent plus 2 years of specialized experience that may have been obtained in the private or public (local, county, State, Federal) sectors which demonstrates: Experience in wildlife damage mitigation methods and techniques. Experience in wildlife identification.

Agricultural Program Specialist (Wildlife Services) III

Applicants must have 5 years of specialized experience that may have been obtained in the private or public (local, county, State, Federal) sectors which demonstrates: Experience in wildlife damage mitigation methods and techniques. Experience in wildlife identification.

Or

Bachelor of Science in Wildlife or equivalent plus 3 years of specialized experience that may have been obtained in the private or public (local, county, State, Federal) sectors which demonstrates: Experience in wildlife damage mitigation methods and techniques. A Graduate degree in Wildlife Management or equivalent is eligible to substitute for one year of experience at this level only. Experience in wildlife identification.

ADDITIONAL REQUIREMENTS

Possession of a valid California Driver's License. Under certain circumstances, a valid driver's license from another state may be accepted with the intent/requirement to obtain a CADL within 3 months by signing an acknowledgment form.

Ability to pass the California State Department of Justice fingerprinting clearance.

Possession of or the ability to obtain a PC 832 Firearms certificate within one year of employment.

Ability to obtain California Fish and Wildlife Trapper license.

Proof of completion of chemical immobilization training.

Specific Class Level Requirements

Level II

In addition to the above must have proof of Chemical euthanasia training
Firearms training for handguns, rifle, and shotguns.

Level III

In addition to the above must have or have had:

Post Certification as a certified armorer.

Arial gunner training / certification.

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.

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0235	60312	Ag Commissioner Services Acct.			15,080
1001	0235	51111	Salaries		15,080	
				TOTALS	15,080	15,080

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
1001	0235	60312			15,080
1001	0235	51111		15,080	
				TOTALS	15,080 15,080

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
 BA #



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: February 6, 2024

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor , Miles Menetrey, District V Supervisor

RE: Discussion and Possible Direction Regarding the Status of Mandated Financial Audits, Mandated Financial Reporting, and Internal Financial Information Processes (Supervisors Smallcombe and Menetrey)

RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction Regarding the Status of Mandated Financial Audits, Mandated Financial Reporting, and Internal Financial Information Processes (Supervisors Smallcombe and Menetrey).

This item is to enable the Board to continue the discussion initiated at its January 9, 2024 meeting, to encourage further input from staff and to receive updated information collected since the January 9th meeting. As noted in the January 9th Board meeting materials, California Government Code assigns financial responsibilities to the Board of Supervisors of each general law county. Those responsibilities are delineated in Government Code sections 25250 through 25265 and are summarized in the staff memo included in the packet for the January 9th meeting and also in the materials for today's meeting. At the conclusion of that meeting, the Board directed Supervisors Menetrey and Smallcombe to work with the Auditor and other department heads to define areas of concern regarding the County's financial processes, identify where other resources may be needed to address those concerns and recommend strategies that might be adopted to reduce the workload on the Audit Department and improve the accuracy and timeliness of the County's financial information.

At that meeting, the Board received input from the Auditor and Audit staff members as well as the County Administrative Officer and the Deputy CAO. We appreciate that input. Supervisors Menetrey and Smallcombe later met separately with the Auditor and his staff. Notes from that meeting are included in this packet. The two Supervisors also met with Norm Smith, principal at Smith and Newell, the County's external auditor. Based on input received in those meetings as well as several conversations with other County staff, the primary areas of focus identified for the Board's information and discussion and possible direction include:

Roles and Responsibilities – Prior Boards have assigned several financial responsibilities to the Auditor (also described in the attached staff memo) in County Code. Much of the input received from the Auditor and his staff at the January 9th meeting and subsequently relates to implementation of the Oracle system as well as potential needs to develop new policies or change existing policies. More recent Boards have directed staff to replace the antiquated AS-400 system and standalone systems developed to compensate for deficiencies in the AS-400 system. Those Boards also approved contracts necessary to purchase and implement the new system and assigned overall responsibility for those

efforts to Administration with substantial input from the Auditor's Office and other departments.

Does this Board wish to clarify Administration's responsibilities relative to Audit and/or other departments with regard to the following and possibly in other areas?

Training – The Auditor, his staff, and a few department heads have emphasized the need for more training for employees. The Auditor and his staff noted that they received insufficient training at the time of the Oracle system implementation and that newly hired employees are not properly trained on the system. They also noted that such training deficiencies resulted in the Auditor and his staff spending inordinate amounts of time training staff in other departments on how to use the Oracle system. Since the meetings with the Auditor and his staff, Administration has (1) committed (specifically the Human Resources department) to spend additional time during new employee orientation on training and familiarizing new employees with the Oracle system and (2) reviewed and updated information on the County's Sharepoint site to ensure all employees have access to current and complete information on how to use the Oracle system. Should a department head wish to identify an Oracle point of contact in their organization, Administration can work with that individual to provide additional training on the system. If Audit identifies an employee who needs additional training, they should forward that name to Administration.

Policies – The Auditor, his staff, and some department heads have noted that updated policies are necessary to ensure that staff and department heads are aware of the need to process timecards, invoices, and expense reports (particularly for charges against the County issued CalCards), travel, grant reimbursements and grant match expenses accurately and timely. The CalCard / purchasing policy clearly outlines the consequences of slow processing of CalCard transactions/submission of receipts. Staff has called for the Board, through this and similar policies, to ensure there are consequences for failure submit such documents timely and accurately. The Board may direct staff to review existing policies to determine where gaps exist and where modifications may be necessary. The Board may also wish to consider how it intends to enforce existing and any new policies. Administration is prepared to take a lead role on reviewing and enforcing consequences for failure to comply with such County policies.

System Fixes – Administration established the ERP Helpline to respond to questions from staff about use of the Oracle system. They also hold monthly calls to which staff are invited, during which questions and concerns about Oracle can be addressed. Since the Audit department expressed a desire to focus on their primary responsibilities, does the Board wish to confirm that Administration is primarily responsible for modifications to the Oracle system, working with the outside consultant only when necessary? Does the Board wish to direct department heads, including the Audit department, to notify

Administration of problems encountered with the Oracle system to expedite resolution of any issues?

User Account Assignments – The Auditor noted that their office seems to be responsible for establishing user access in the Oracle system, but there doesn't appear to be a well-established process for doing so. Does the Board wish to direct Administration to distribute an email advising staff to email the ERP helpline with user role assignments/changes?

Assistance with Submitting Costs for Disasters – In the January 9th meeting, the Auditor identified this as an area of concern and one where assistance would be appreciated. The County's Office of Emergency Services advises that submissions for the Oak Fire Debris Removal Category B cost for the

Oak Fire response have been requested by Cal OES and the Auditor's office is working with a Cal OES specialist and Mariposa County OES to present the remaining documents for reimbursement of those costs. Mariposa County OES also advises that approximately 95% of the documentation for the flood and snow events of early last year has been collected; meetings with FEMA occur weekly to review and respond to any questions or request for documents they have during the reimbursement process. County OES has also contacted the Auditor's office to lay the groundwork necessary for the Auditor's office to take advantage of reimbursable extra help assistance to process documentation and requests for information for future disasters.

Financial Requirements and Timelines – Should the Board wish to have greater visibility on key financial dates, we might consider establishing a timeline based on the Budget Requirements and Timeline contained in the County's Budget and Financial Management Policy (see enclosed). Each year when Administration develops the Fiscal Year Budget Schedule (see enclosed Fiscal Year 2023-24 Budget Schedule), they might include other dates such as when the quarterly overview reports of actuals (revenues and expenses) should be presented to the Board (see section K of that Policy). Other target dates required by the Government Code or County Code, such as when the statistical report required by section 25253 of the Government Code is expected to be available, could also be included.

(Section 25253 – Statistical report showing transactions for last fiscal year – Annually, the board shall cause to be prepared and published a statistical report showing in compendious form all the financial transactions of the county for the last fiscal year, exhibiting separately the receipts and expenditures by or on account of all courts and each office, board, commission, institution, and departments, and classifying the principal items of income and expenditure so as to show the financial transactions and the financial condition of the county.)

Timely submission of expense reports – Administration has modified Oracle so that notifications are created when expenses incurred with a CalCard are entered into the system to ensure the cardholder is aware they need to file an expense report. An email notification was sent to staff on January 31st.

Payables process – Does the Board wish to establish a monthly payment schedule and closing dates, e.g., the 1st and 15th of each month? Staff has already begun working to consolidate invoicing from major suppliers such as PG&E and Sierra Tel to reduce the effort involved in entering and paying against the multiple invoices from each utility provider. Public Works has already begun working on consolidation on accounts for which they are responsible, beginning with the Mariposa Lighting District's accounts with PG&E. Administration (specifically Information Technology) is also taking steps to consolidate Sierra Tel invoices.

Remaining issues in Oracle – Staff has identified three remaining issues.

Fixed assets: The County must capitalize on any fixed assets that were purchased and/or any CIPs (Construction in Progress) that were completed and put into service in FY22. This must occur before the financial books for FY22 and FY23 can be closed. The administration has done much of the work with help from the Auditor. One question remains about accounts for one fixed asset type, and direction from the Auditor is needed on how much was spent on CIPs and their in-service dates.

Period closing: That's the process of reconciling everything, confirming that all transactions have been appropriately accounted for, etc. Completing that process is dependent on completing work on the fixed assets.

Accounts receivable: While not essential to the closing process, completing the installation of that capability in Oracle is long overdue. It is something that will make the closing process much easier, and it is something that is required for the Tyler Technology integration.

Mr. Smith of Smith and Newell advised that the FY 22 Audit will be completed at the end of March 2024, a full one-year late, and that the FY 23 audit will be completed at the end of June 2024, three months late. California Community Services and Development (CSD) has not, at least of January 22, 2024, decided whether to impose high-risk status on Mariposa; CSD is, however conducting an audit of the County's Health and Human Services Agency. Should the Board ask staff whether those audit completion dates can be pulled in by answering some of the above questions, particularly the three issues discussed immediately above?

BACKGROUND AND HISTORY OF BOARD ACTIONS

January 9th, 2024, the Board gave the direction for the Chair, Vice-Chair, County Administrative Officer, both Assistant County Administrative Officers, and the Auditor and his staff to meet and come up with recommendations to the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action; Sponsoring Board members are seeking consensus from the Board to direct staff.

FINANCIAL IMPACT

None. Discussion and direction only.

ATTACHMENTS

1. **Memo to the Board - Jan 9, 2024**
2. **Resolution_2020-211 - Budget and Financial Management Policy**
3. **2023-24 Budget Schedule**
4. **H -6 Auditor Meeting Notes**

VOTE RESULT

RESULT: (UNANIMOUS)

MOVER: None

SECONDER: None

AYES: None

DANIELLE BONDSHU
Clerk of the Board

DALLIN KIMBLE
County Administrative Officer



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Mariposa, CA 95338
209-966-3222
1-800-736-1252
dbondshu@mariposacounty.org
dkimble@mariposacounty.org

To: Board of Supervisors

From: Danielle Bondshu, Clerk of the Board
Dallin Kimble, County Administrative Officer

Date: January 9, 2024

Subject: Board of Supervisors' Financial Power and Responsibility

In response to concerns expressed by the Areas 12 Agency on Aging and recent letters of non-compliance in financial reporting from California Department of Community Services and Development (CSD) as well as CSD's decision to designate Mariposa as a high-risk agency, which could result in CSD possibly withholding previously granting funds for services to Mariposa residents, Supervisors Smallcombe and Forsythe have requested an agendized discussion of the Board's financial responsibilities and potential responses. This memorandum aims to provide context related to the Board's financial responsibility, current structures and processes related to the County's financial management, and alternatives to ensure financial transparency and reliability moving forward.

Board Responsibilities in State Code

Mariposa County is a general law county, which means it can only do those things explicitly allowed in the California Constitution and the various state codes. [Government Code Sections 25000 through 26490](#) detail the specific powers and responsibilities of the Board of Supervisors. [Government Code Sections 25250 through 25265](#) relate to the financial powers and obligations of the Board.

As stated in the above-mentioned code sections, it is the Board of Supervisors' responsibility to:

- Examine and audit, or cause to be audited, the financial accounts and records of all officers having responsibility for the care, management, collection, or disbursement of money belonging to the county. Audits must occur at least every two years.
- Examine, settle, and allow all accounts legally chargeable against the county, except salaries of officers and such demands as are authorized by law to be allowed by some other person or tribunal, and authorize payments to be made.
- Establish or abolish funds as necessary for the proper transaction of the business of the county and make transfers from one fund to another.

- Consider requests to discharge collection of a tax, assessment, penalty, cost, license fee, or any other money due to the County if the amount is too small to justify the cost of collection, the likelihood of collection does not warrant the expense involved, or the amount has been otherwise lawfully compromised or adjusted. This may also apply to court-ordered debt or bail, pursuant to written agreements between the county and the court.
- Create enterprise funds specified as mandatory by the state controller pursuant to regulations adopted in Government Code Section 30200.

In addition to these responsibilities, California Government Code states that the Board of Supervisors **may**:

- Authorize the county auditor to exercise the powers set forth in Sections 25257 – 25259, including transferring money between funds where the Board has authority over all funds involved.
- Create and/or abolish one or more working capital funds with sufficient balances to maintain solvency. Each fund may finance equipment, materials, supplies, services, and related expenses (i.e., depreciation, operational costs, etc.). All capital funds are required to be accounted for as prescribed by the county auditor or controller.
- Provide financial services to special districts, including, but not limited to, the preparation and issuance of checks and providing account status information.

Auditor Responsibilities in State Code

Currently, most of the County's financial functions are completed in either the Auditor or Treasurer-Tax Collector offices. The issues of non-compliance raised by CSD and Area 12 are related to the functions of the Auditor's office.

The Auditor provides the following services for the County (bold indicates duties that are statutorily required to be performed by the County Auditor):

- Accounts payable and receivable
- **Auditing**
- Assist Administration with budget reports in preparation of budget recommendations.
- Benefit administration
- Cost allocation plan
- **Federal and state reporting**
- **Financial statements**
- Payroll processing

The Auditor is required in state code to draw up all warrants, or write all checks for payment, to be paid out of the county treasury or bank account. This appears to also be true for payroll, though the auditor may provide a single warrant to the bank for direct deposits to many individual staff members.

Other requirements of the Auditor's office mentioned in state code (Government Code Sections [26900 – 26914](#), [26922](#)) include:

- Examining and settling indebted accounts to the county;
- Keeping accounts current with the Treasurer;
- Reconciling cash and investment accounts on the last day of each month; and
- Filing quarterly reports in the office of the Clerk of the Board.

Per the current guidance from the State Controller (issued in 2020), hard copy budgets are to be submitted with the State Controller's office and the county Clerk of the Board no later than December 1st of each year. When hard copies are not yet available, digital copies are permitted but hardbound copies must be provided when they become available.

Financial Services Structures in California Counties

Across the state, there are three typical structures for financial services: an elected auditor's office similar to what Mariposa currently uses, an auditor-controller's office, or a finance department. Each option has its own pros and cons.

Many jurisdictions in California have an auditor-controller. While the auditor's office in Mariposa sometimes functions as an auditor-controller, the Board has never taken formal action to create the office of the controller. [Government Code Sections 26880 – 26886](#) specify that the Board of Supervisors *may* create a controller's office by resolution, but stipulate that the auditor is to hold the position of the controller *ex-officio*, or by default. These sections also note that if a county has an auditor-controller, that official must serve as the chief accounting officer.

Some jurisdictions have a director of finance in lieu of an elected auditor or auditor-controller. The position has all the authority and responsibility of an auditor-controller and is typically designed to also include the duties of the treasurer – tax collector. A director of finance is appointed rather than elected and must meet the minimum qualifications for all positions held. Counties with appointed finance directors have shared that it provides a much larger recruitment pool, better accountability, and better responsiveness to the needs of the County and its residents. Audits performed by outside agencies are still required under this model to ensure transparency and accurate reporting to state and federal agencies.

A transition to a finance department is allowed under [Government Code 26970 - 26972](#) through a public vote. If approved, the desired changes can only take effect after the incumbent auditor's term has expired.

Possible Actions Within Legislative Authority

In open meetings, all five members of the Board have expressed concern about issues of noncompliance, unreliable financial reports, weak financial credibility, and unresponsiveness from the Auditor's office. These issues are directly related to duties that are statutorily required to remain in the auditor's office. It should also be noted that the Auditor's office staff tend to be dedicated and hardworking employees. This memo is not intended as an indictment of those staff whatsoever, but rather a chance to evaluate the situation and help identify solutions that will lead to better outcomes in the future.

A few short- and long-term alternatives may be worth Board consideration. These include, but are not necessarily limited to, the following:

- Keep all functions and processes as they are. Rely on the auditor to resolve all issues, complete all overdue work, and meet all future mandated reporting deadlines.
- Direct two members of the board and/or administration staff to work with the auditor to identify where additional resources may be needed to resolve short-term concerns and propose process improvement to prevent more serious long-term issues.
- Direct staff to conduct further research on legal restructuring options for auditor functions and how that restructuring might occur. This direction may or may not include working with the recently contracted organizational study consultants to evaluate options.
- Direct staff to contract with an Accounting/CPA Consulting Firm to assist the Auditor's office in completing overdue work and assist in resolving short-term concerns.

Conclusion

State code vests important financial responsibilities in both the Board of Supervisors and the County Auditor. Board members have expressed concerns about noncompliance with auditing and financial reporting requirements, unreliable financial reporting, weak financial credibility, and unresponsiveness from the Auditor's office. CSD has clearly indicated that continued non-compliance will result in enforcement action and possibly the loss of critical funds for community programs.

The Board and the auditor have expressed a desire to work together to restore compliance with state requirements, meet internal financial information needs, and assure the public that their tax dollars are being managed appropriately. Staff is prepared to receive and swiftly implement whatever direction the Board provides to address the concerns mentioned.

Sincerely,

Danielle Bondshu
Clerk of the Board

CC: Steve Dahlem/County Counsel



MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2020-211

MEETING: April 28, 2020

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Adopt a County Budget and Financial Management Policy

RECOMMENDATION AND JUSTIFICATION:

Adopt a County Budget and Financial Management Policy.

Financial policies are a key element of long-term fiscal health. Strong financial can help an organization, like Mariposa County, accomplish its strategic priorities through a professional, objective and predictable approach that incorporates legal requirements and best practices while extending equal access and treatment to all involved. Establishing fiscal policy prior to the difficult budget decisions need to be made helps an organization to strategically navigate those difficult decisions.

The attached policy lays out the legal requirements for the budget process and who is responsible for each step. It identifies key budgeting principles and the process for developing a budget in Mariposa County. Finally, it addresses a variety of details including how to use fund balances, an aspiration toward long-term planning and what controls are in place to monitor budget use.

Some changes from current practice included in this policy are:

1. Empowering the County Administrative Officer (CAO) and Auditor to move funds within a budget without additional Board action. This would encourage flexibility for department heads to use full-time salary savings, for example, to support a temporary helper or contract to complete necessary work in a timely fashion.
2. A stated preference for strategic, rather than incremental, budgeting practices.
3. A requirement to use ongoing revenues for ongoing expenses.
4. Use of prescriptive budget balancing strategies in a priority order.
5. A requirement for each department to develop performance metrics for community impact (effectiveness, efficiency and equity) and customer service (quality).
6. An encouragement to consider technology, shared solutions and contracted services before adding staff or filling a vacant positions.

Resolution - Action Requested 2020-211

7. A requirement to maintain an adequate reserve.
8. Modified budget development practice to allow the auditor and CAO to project basic and routine operational expenses (salaries and benefits, insurance, utilities, communications, technical hardware and software, fleet vehicle expenses and fuel, building rent, office expenses and facility maintenance expenses) for each budget. In cooperation with departments, this practice simplifies budget development while minimizing the extra contingency dollars throughout. Discretionary expenses including professional services, training, travel and fixed asset acquisition would continue to be requested annually by each department.
9. Prescription of fund balance use for rebuilding reserves, capital expenditure and other one-time uses.
10. More frequent budget reports (quarterly rather than semi-annually).

The draft policy lays a foundation for healthy fiscal management, including the development of long-term financial plans and more frequent reporting that will follow the anticipated implementation of new financial software. Staff recommends thorough review and approval of the policy.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board considered this policy on April 21, 2020, when it requested additional provisions which are now being brought to the Board.

County adopted a Fee Policy on October 2, 2018 (2018-480). A General Fund Reserve policy is also anticipated to be heard at the April 21, 2020 meeting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Amend the policy. The Board may approve the policy with desired amendments.

Do not approve the policy. This is not required by law, so there are no substantive negative consequences of this decision, but it may be more difficult to establish consistent practices and staff will be required to return to the Board more regularly for routine direction.

ATTACHMENTS:

Amended Financial Management Policy (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey



Mariposa County

Budget Control and Financial Management Policy – April 2020

A. LEGAL BASIS

The Mariposa County (County) Board of Supervisors (Board) has the authority and responsibility to adopt and oversee implementation of a budget approving the use of public funds for the operation of all County functions, as provided for in Sections 29000 et seq. of the California Government Code. The policies adopted by the Board shall not be contrary to those established under state statute. However, the Board may add to the information required, or show it in more detail, providing the financial information is clearly and completely set forth.

B. APPLICABILITY

The following policies apply to all County officials and employees in elected offices, divisions, departments, and special districts on behalf of whom the Board is required to adopt an annual budget.

C. PURPOSE

1. To promote financial stability and long-term planning,
2. To promote quality and consistency through the establishment of minimum requirements for preparation, management, content and timeframes of the County budget process, and
3. To provide a context to guide decisions during the budget process and throughout the fiscal year.

D. BUDGET REQUIREMENTS AND TIMELINE

The following requirements are stipulated in detail in the County Budget Act (Government Code Section 29000 through 29144) and summarized below.

1. The recommended, adopted, and final budgets must be balanced. Expenditures cannot be greater than the total anticipated spendable resources.
2. The adopted budget shall provide for the presentation of data and information to include, at a minimum, estimated or actual amounts of the following items by fund:
 - a. Fund balances of the non-spendable, restricted, committed, assigned and unassigned funds.
 - b. Additional revenue shall be classified by source as prescribed by the Auditor. For comparative purposes the amounts of revenue shall be shown as follows:
 - On an actual basis for the fiscal year two years prior to the budget year.
 - On an actual basis, except for those sources that can only be estimated, for the fiscal year prior to the budget year.
 - On an estimated basis for the budget year, as submitted by those persons responsible.
 - On an estimated basis for the budget year, as approved, or as adopted, by the Board.
 - c. Appropriations for each budget unit, classified by the fund or funds from which financed, by the objects of expenditure, intrafund transfers, and transfers-out as prescribed by the Auditor. For comparative purposes the amounts of appropriations shall be shown as outlined in D.2.b. (above) for revenue.
 - d. Appropriations for contingencies.
 - e. Provisions for non-spendable, restricted, committed, and assigned fund balances.



Mariposa County

Budget Control and Financial Management Policy – April 2020

D. BUDGET REQUIREMENTS AND TIMELINE (continued)

3. There shall be a schedule in or supporting the adopted budget document or separate ordinance or resolution, setting for each budget unit the following data for each position:
 - a. Salary rate or range, as applicable.
 - b. Total allocated positions approved by the Board.
4. Departments may find it necessary to amend their budgets due to a change in estimates, change in economy, program changes, grant modifications, accounting changes, correction of budget errors, unanticipated revenue, etc. The budget adopted by the Board of Supervisors and submitted to the State may be amended during the fiscal year within the parameters listed below (per Government Code §29125 and §29130):

Type of budget amendment	Official/s authorized to approve amendment
Transfers between any appropriation line within an object	Department Head
Transfers between objects or categories within the same budget unit up to \$50,000*	County Administrative Officer with concurrence of the Auditor
Transfers between objects or categories within the same budget unit above \$50,000	Board of Supervisors
Transfers between budget units	Board of Supervisors by four-fifths vote
Increase of staffing levels including transfer of positions from one department to another	Board of Supervisors
Transfer from appropriations for contingencies to a budget unit	Board of Supervisors by four-fifths vote
Designations and reserves no longer required for the purpose for which intended (excluding general reserve, balance sheet reserves, and reserve for encumbrances).	Board of Supervisors by four-fifths vote
Unanticipated revenue, including amounts in excess of estimated revenues or not specifically included in the budget.	Board of Supervisors by four-fifths vote
Administrative corrections and revisions with a net county impact of less than \$1,000	Auditor
All other adjustments	Board of Supervisors by four-fifths vote
*Transfers approved by the County Administrative Officer shall not change existing Board direction and will be reported to the Board within 30 days. Controversial items will be referred to the Board directly.	



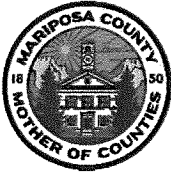
Mariposa County

Budget Control and Financial Management Policy – April 2020

D. BUDGET REQUIREMENTS AND TIMELINE (continued)

5. County officials will fulfill the following duties within the time frame listed below, which is consistent with legal requirements and with additional modifications in keeping with desired Mariposa County best practices:

Official Responsible	Government Code Section	Completion Date	Event
All County Officials	§29040	March 31	Provide an itemized request detailing estimates of required revenue and uses for units administered
		April 30	Present requested budgets to the Board of Supervisors highlighting appropriation connection to desired outcomes, opportunities, and challenges
		May 31	Meet with CAO to discuss adjustments to requested budgets
CAO	§29040	January 31	Prescribe procedures for submitting requests
	§29042	March 31	Receive budget requests from officials
	§29045	March 31	Create budget requests when official responsible has not done so
	§29060	April 30	Compile and present budget requests to the Board of Supervisors
		May 31	Meet with all Board members to review budget recommendations
	§29061	May 31	Review budget requests, prepare the recommended budget
	§29083 and §29062	June 30	Submit the recommended budget to the Board and revise the recommended budget to reflect changes made by the Board
Board of Supervisors	§29064	April 30	Receive presentations from Department Heads on requested budgets
	§29065	June (10 days before Board Meeting)	Make the recommended budget available to the general public
	§29080	June (10 days before Board Meeting)	Publish notice that the budget is available and to announce public hearings
	§29063	June 30	Make revisions, reductions and additions to budget requests
	§29080	June 30	Conduct public hearing 10 days after published notice
	§29088	June 30	Approve the adopted budget by resolution
	§29043	March 31	Provide estimates for bonded debt service requirements
Auditor	§29044	Throughout the budgeting process	Provide financial statements, data, and recommendations for the estimated revenue and uses to the requesting official
	§29093	December 1	File a copy of the adopted budget in the office of the clerk of the board and the office of the State Controller.



Mariposa County

Budget Control and Financial Management Policy – April 2020

E. BUDGET PRINCIPLES

The following will guide our budget and finance decisions:

1. Link budget to long-range plans - Each annual budget shall serve to connect successive budgets into a coherent strategy to realize long-term goals. The budget will be consistent with other long-term plans such as a strategic plan, a long-term financial plan, General Plan, and capital improvement plan.
2. Regularly examine past spending patterns - Incremental budgeting should be used sparingly and each budget should include a critical review of past spending patterns.
3. Prioritize community services - Budget decisions are based on prioritization of services and the priority will be linked to the strategic plan, organizational goals and departmental initiatives.
4. Assign costs specifically to users of services - Costs should be equitably matched with beneficiaries following guidelines in the User Fee Cost Recovery Policy.
5. Ongoing expenditures - Ongoing expenses are never funded by a non-recurring revenue source.
6. Fund liabilities - The annual budget should fund at least the current portion of long-term liabilities, capital investments, asset maintenance, pension, other post-employment benefits (OPEB) and compensated absences.
7. Prioritization of budget-balancing strategies - The following guidelines and strategies should be used when deciding on budget cuts:
 - a. Eliminate services with low contribution to long-term goals
 - b. Reduce expenditures by improving productivity
 - c. Eliminate proposed new initiatives with high net County cost
 - d. Seek grant funding and postpone expenditures until obtained
 - e. Postpone reserve contributions for asset maintenance and replacement costs, etc.
 - f. Employee furloughs or salary reductions
 - g. Employee lay offs (part-time first then full-time employees)
 - h. Emergency inter-fund loans
 - i. Use of General Fund reserve
8. Resolve structural budget deficits - Through development of a long-range budget reduction plan, correct structural deficits where expenditures are growing more rapidly than revenues.
9. Funding new priorities, outcomes, programs and/or positions – All new initiatives which require new positions, expenditures, and/or investments shall be evaluated based on the following criteria:
 - a. Net County Cost - The portion of the new expenditures requiring general fund revenue should be minimized by: increasing other revenue sources such as state and federal reimbursement; introducing new expenditures on a temporary basis by contracting for services or hiring part-time staff; and/or minimizing initial costs. New initiatives with low or no Net County Costs will



Mariposa County

Budget Control and Financial Management Policy – April 2020

be prioritized.

- b. Strategic priority – A new initiative that has been identified in a County strategic plan or that addresses an emergent, urgent issue in the County will be prioritized.

E. BUDGET PRINCIPLES (continued)

- c. Measurable results – Initiatives for which measurable results can be obtained and reported will be prioritized.
 - d. Special funds - Special fund balances should be utilized to fund Net County Cost increase requests, one time expenditures and fixed asset investments.
10. Performance measurement - All departments shall develop performance measures that measure community impact (effectiveness, efficiency and equity) and customer service (quality). This will provide data regarding the public value of an initiative, service, or program. Adding public value means contributing both to what the public most values and also to what adds value to the public sphere.
11. New positions or filling vacant positions - New positions should be requested only after the following alternatives have been considered and deemed untenable. The total number of permanent full-time/part-time employees on the payroll shall not exceed the total number of positions authorized by the Board in the employee allocation schedule in the adopted budget.
- a. Technology – Technology shall be used to meet increased workload demands. Online services, software integration, and technology upgrades should enable County leaders to streamline operations and reduce or eliminate some time-consuming activities like redundant data entry and shadow system tracking.
 - b. Shared support – Opportunities to utilize existing positions with available capacity and similar skills in other departments or divisions should be thoroughly explored.
 - c. Contracted services - Opportunities to contract for services with regional agency, for-profit, and nonprofit partners when appropriate and allowable should be thoroughly explored.
10. Reserve - The budget shall fund reserves and contingencies consistent with the Reserve Policy.

F. BUDGET DEVELOPMENT PROCESS

The following process reflects the County's desired transition to performance-based budgeting. Budget formulation, adoption, and execution involve year-round monitoring and analysis on the part of many people including department heads, department fiscal staff, county administration and auditor staff, the Board of Supervisors, and members of the community. Each year the budget development process will include, at a minimum, the following elements:

1. Strategic goals and priorities for the coming year as developed by the Board of Supervisors in cooperation with department heads and the county administrative officer.
2. Budget instructions and forms detailing priorities and the required design and timeline of budget



Mariposa County

Budget Control and Financial Management Policy – April 2020

submissions and presentations are developed and distributed (administration and auditor).

3. Community input from public hearings, town hall meetings, surveys and/or advisory groups (all staff).

F. BUDGET DEVELOPMENT PROCESS (continued)

4. Accurate revenue projections are the foundation of a budget that is both fiscally sound and enables the greatest amount of productivity. Trends, patterns, indexes, property valuation, growth, and other factors will be analyzed and applied to the preparation of detailed projections (all staff).
5. Projections for County-wide, ongoing, regular operational expenses, including but not limited to salaries and benefits for existing staff, insurance, utilities, communications, technical hardware and software, fleet vehicle expenses and fuel, building rent, office expenses and facility maintenance expenses (auditor and administration).
6. Funds are set aside to meet liabilities including necessary reserves and contingencies (administration).
7. A ten-year capital improvement plan is developed and maintained on an annual basis. Funds are set aside to ensure capital investments can be achieved (all staff).
8. Identification of additional discretionary costs of priorities identified in the strategic planning process such as professional services, training, travel costs not related to fleet vehicle usage, fixed asset acquisition, and professional association memberships (department heads and administration).
9. Budgets are reviewed for accuracy, content and compliance with established priorities and policies (all staff).
10. Budgets including performance metrics are presented as requests to the Board of Supervisors in a public meeting (department heads and administration).
11. Requested budgets are revised as necessary to ensure alignment with strategic priorities and a balanced overall budget (administration and department heads).
12. Revised requested budgets are presented as a recommendation to the Board of Supervisors in a public meeting that is appropriately noticed as a public hearing to consider the final budget and capital improvement plan (administration).
13. The final budget and capital improvement plan are adopted (Board of Supervisors).

G. POLICIES FOR SPECIAL ITEMS

1. Internal Service Fund - Internal service funds (ISF) account for the financing of goods and services provided by one department or agency to other departments or agencies of the County on a cost reimbursement basis. Any ISF created will be self-supporting and designed to provide services more conveniently or at a lower cost. Fees should be calculated using a measure of the full cost of the goods or services.



Mariposa County

Budget Control and Financial Management Policy – April 2020

H. FUND BALANCE

Fund balance represents working capital that can either be used as a liquidity reserve or for spending in future years. The following policies will guide decisions regarding fund balances:

1. Fund balances anticipated at the end of a fiscal year will be budgeted as the beginning fund balance for that fund for the upcoming fiscal year.
2. The committed but unencumbered balance of multi-year, revolving projects and/or contracts anticipated not to be completed by August 30 must be budgeted again in the subsequent fiscal year for the project or contract to continue to be funded.
3. Cash balances remaining in any fund at year-end and not appropriated in the adopted budget will stay in that fund for subsequent years.
4. When contributions to reserves and contingencies have been met in accordance with policy and an additional fund balance carryforward exists, funds may be used for non-recurring, specific purpose, discretionary uses upon approval of the Board during adopted budget hearings. Funds may be set aside for multiple years if needed to fund the proposed purpose.

I. CONTINGENCY APPROPRIATIONS AND RESERVES

Contingency appropriations provide the first line of defense against uncertainty and are budgeted to cover minor unanticipated needs of a non-recurring nature that may arise throughout the year or to provide for small increases in service delivery costs that were not anticipated during budget development. Budgeted contingency level is set at a minimum of 1% of estimated revenue for that fund. Funds for which contingencies should be considered are general fund, public safety funds, public works funds including roads and special districts, and health and human services funds in which the County is subject to the most revenue and expenditure vulnerability.

Reserves allow the County to respond to unexpected issues and guard against major interruptions to revenue or operations. All reserves should be established and maintained according to the applicable county policies.

J. FINANCIAL PLANNING

The county administrative officer and auditor will develop and annually update a Long-Term Financial Plan (LTFP) including a long-range (minimum of five years) financial forecast. This forecast will provide a long-term overview of revenue, operating expense, and capital activity. The LTFP will provide the fiscal link to the County's Strategic Plan and will:

1. Ensure priorities aimed at achieving Board goals are funded
2. Ensure the County maintains financial sustainability
3. Ensure the County has sufficient long term information to guide financial decisions
4. Ensure the County has sufficient resources to provide core programs and services
5. Ensure potential risks to on-going operations are identified, planned for, and communicated on a



Mariposa County

Budget Control and Financial Management Policy – April 2020

regular basis

K. **BUDGET CONTROL AND ACCOUNTABILITY**

In order to maintain the financial stability of the County it is necessary for Officials and Department Heads to review and control expenditures such that the rate of expenditure does not exceed the approved budget. Staff recommendations on the Board agenda should include disclosure of both the short-term and long-term fiscal impact of the recommended action when appropriate. All amendments to the adopted budget will be made in a manner consistent with the requirements of California Government Code.

Departments are expected to monitor all budget units for their department. The County Administrative Officer will submit an overview report of the budget to actual, both revenue and expense, on a quarterly basis. Any significant changes will be described in detail with any necessary recommended corrective actions. Should the Auditor realize a financial problem exists or trends warrant closer analysis, he/she is required to inform the Board and County Administrative Officer as soon as the situation is detected. If a deficit seems forthcoming, the Board will reduce appropriations or increase revenues.

The County Administrative Officer and Auditor are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the County are protected from loss, theft, or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by the County Administrator.

FISCAL YEAR 2023-24 BUDGET SCHEDULE	
FY23 MID YEAR	
January 11	Leigh will share a report and request variance explanations
February 6	Mid-Year changes and variance explanations due
FY24 BUDGET	
February 6	THE ENTERPRISE IS READY FOR BUDGETING
February 13	Position change requests due to HR/Auditor/Admin Email Donna, Rebecca, and Leigh
February 13	Fleet requests due to Fleet
April 7	Salaries, benefits and insurance budgets entered
April 14	Department budget requests due Department narratives due
May 2	Requested Budget Planning Board Study Session Administration, Ag Comm, Assessor, Auditor, Building, Child Support Services, Clerk of the Board, County Counsel, District Attorney, Library, Treasurer, UCCE
May 9	Requested Budget Planning Board Study Session Fire, HHSA, Planning, Probation, Public Works, Sheriff
June 6	Recommended Budget hearing
June 13	Recommended Budget approval

COUNTY VISION

Mariposa County is a thriving, scenic, historic and culturally vibrant rural community where residents, businesses and visitors enjoy opportunity, security, engagement, prosperity and wellness.

COUNTY MISSION

We improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services.

Auditor Meeting Notes

1. Ambassador or Super-user for Oracle:

- Have departments follow a “chain of command” with Oracle problems or issues they may be facing.
 - Have department heads choose one or two employees to become the Super-user in their department. This Super-user will oversee any questions the department may have.
 - Super-user for Oracle to act as a middleman between the auditor’s office and each department.

2. Supervisor training on timecard approvals and accounts payable:

- Highlight the necessity of training Department Heads in the approval process of timecards and educate them on what to look for according to the department’s MOU.
- Highlight the necessity of training Department Heads in the approval of accounts payable/ submitted invoices.

3. Employee training during onboarding:

- Ensure that employees receive training during onboarding, especially if they will be handling accounts payable. This training should include access procedures and proper guidance.

4. System for employee training and access:

- Implementing a systematic approach to train employees before granting them access to specific functions in Oracle.

5. Sign-off Sheet/Acknowledgement form:

- Consider the importance of a sign-off sheet or acknowledgement form for employees, confirming their understanding of Oracle, its procedures, and their responsibilities prior to giving them access to specific functions.

6. Accountability for Department Heads and Managers:

- Emphasize the importance of holding department heads and managers accountable for timecard submissions/approvals and invoice approvals.

7. Policy creation:

- Explore the possibility of implementing a policy outlining repercussions if timecards are not completed in a timely manner.
- Explore the possibility of implementing a policy to address department heads/managers who are not submitting invoices in a timely manner to the auditor's office.

8. One-on One-Meeting:

- Suggest the possibility of organizing one-on-one meetings with key individuals, such as Luis, Supervisor Smallcombe, Supervisor Menetrey, and the department head, to discuss specific issues within their department and develop a plan of action.

9. Oracle Assistance:

- Set up training courses with Oracle or Graviton to sit and observe how we access Oracle and advise on different techniques we could be utilizing.
- The possibility of the implementation of an Internal user group.

Attached Below are talking points brought in by Matthew Rouse



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Approve the January 16th, 2024, Board of Supervisors Meeting Minutes

RECOMMENDATION AND JUSTIFICATION

Approve the January 16th, 2024, Board of Supervisors Meeting Minutes

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves the meeting minutes submitted by the Clerk of the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the minutes remain in draft status.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. CA01162024 - DRAFT



Mariposa County

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



MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES JANUARY 16, 2024

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

9:02 AM Chair Menetrey opened the meeting and advised Supervisor Shannon Poe is excused.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Public Comment was received by Mike Brusa/Bear Valley noting short consent agendas are a good thing to see coming to the board. He again commented on CA. 1 noting the seriousness of property rights.

Ryan Oliphant/Cheif Probation Officer touched on how CA.6 will unite multiple California Probation Departments during emergencies.

Shannon Hansen/Public Works Director gave general information regarding CA.7, answering Supervisor Forsythe and Chair Menetreys' questions regarding the difference in bid prices. Ms. Hansen explained the bidding amount depends on the contractor's workload and winter scheduling.

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Child Support Services**

Rescind Resolution No. 23-354, Which Approved a Renewal of the AB1058 Plan of Cooperation (POC) Between the Mariposa County Department of Child Support Services and the Superior Court of California, County of Mariposa 2023-2025

CA3. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received, and Processed in December of 2023

CA4. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in December of 2023

CA5. **Health and Human Services Agency**

Approve an Agreement with Deaf and Hard of Hearing Service Center (DHHSC) for American Sign Language and English Interpreting Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Probation**

Approve a Memorandum of Understanding (MOU) with Multiple Probation Agencies Throughout California for Mutual Aid; and Authorize the Chief Probation Officer to Sign the MOU

CA7. **Public Works**

Approve an Agreement with Kroeker Inc. for Highway 140 Crossing Improvements in the Amount of \$170,625; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

None.

G. Public Comment on Non-Agenda Items

Debbie Peters/Sierra Telephone gave a report on the Broadband Infrastructure. Ms. Peters explained the job should be completed by the end of February.

Mike Brusa commented on the Declaration of Independence hanging on the Boardroom walls. He also spoke about the Boston Tea Party.

H. Regular Agenda Items

1. Administration

Discussion and Direction on the Draft Broadband Strategic Plan

9:31AM Dallin Kimble/County Administrative Officer, gave staff report. Sherly Westfall/Tilson gave a PowerPoint presentation.

Public Comment was received by Mike Bursa who noted how he believed broadband should be a fundamental right.

Ms. Wesfall gave clarifying information regarding the close date for receiving comments and questions depicted on the cover sheet of the presentation will be changed to the end of the week. Further noting this is still in draft phase. She explained changes and corrections will continue to be made to the document.

Debbie Peters stated she was finding discrepancies within the document prepared by Tilson noting the maps used to collect data information are inaccurate.

No direction given.

RESULT: PRESENTATION HELD

2. Library

Adopt a Collection Development Policy for the Mariposa County Library, Effective Immediately

Matt Jonson/Librarian, gave staff report. No public comment received.

RESULT: Adopted

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe

EXCUSED: District II Supervisor Poe

3. Planning

Adopt a Resolution Adopting the Final Design of a Sculpture to be Located at APN 002-040-002 (10313 Park Ln, Coulterville) as Part of the Working Lands, Working Artists Project

Hanna Harrison/Community Planner, gave staff report.

Public comment was received by Supervisor Shannon Poe through the call in line, thanking all involved with this project and that he is pleased to be providing the quarts that will be used for the sculpture.

RESULT: Adopted

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe
EXCUSED: District II Supervisor Poe

4. **Planning**

Adopt a Resolution Adopting the Final Designs of Three Murals to be Located at APN 002-040-002 (10313 Park Ln, Coulterville) as Part of the Working Lands, Working Artists Project

Hannah Harrison gave staff report. She noted there will be a protective coating on the mural and the artist will maintain the mural. No public comment received.

RESULT: **Adopted**
MOVER: District III Supervisor Danette Toso
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe
EXCUSED: District II Supervisor Poe

5. **Clerk of the Board**

Adopt an Agenda Item Policy, Effective Immediately

Danielle Bondshu/Clerk of the Board, gave staff report. No public comment received.

RESULT: **Adopted**
MOVER: District III Supervisor Danette Toso
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe
EXCUSED: District II Supervisor Poe

I. Closed Session

10:15 AM Chair Menetrey read the closed session items. No public comment received.
Chair Menetrey recessed the Board into closed session at **10:17 AM**.

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (B) of Government Code Section 54956.9; Number of Cases to be Discussed: 5

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation: Initiating of litigation Pursuant to Subdivision (c) of Government Code Section 54956.9; Number of Cases to be Discussed: 2

RESULT: CLOSED SESSION HELD

3. **Administration**

CLOSED SESSION: Conference with Labor Negotiator of the Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

4. **Board of Supervisors**

CONTINUED from January 9th, 2024, to January 16th, 2024, at 9:00 AM or soon thereafter.

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Planning Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

Report Out

11:33 AM Chair Menetrey reconvened and noted closed session item 1 with three supervisors in favor and two Supervisors excused. The Board voted to reject claim C23-24 through C23-28. The remaining three closed session items, information was received and direction was given.

J. Board Information

None.

K. Adjournment

11:35 AM Chair Menetrey adjourned the meeting.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Miles Menetrey
Chair, Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-53

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Select a Board Member to Serve as Temporary Chair of the Board of Supervisors for the February 13th, 2024 Board Meeting

RECOMMENDATION AND JUSTIFICATION

Select a Board Member to Serve as Temporary Chair of the Board of Supervisors for the February 13th, 2024 Board Meeting.

Both the 2024 Chair and Vice-Chair will not be in attendance at the February 13th, 2024, meeting, along with the Clerk of the Board and County Administrative Officer. They will be at the National Association of Counties (NACo) Legislative Conference in Washington, D.C.

The selection of a temporary chair is needed to avoid delays in the meeting.

California Government Code §25020 states: The members of the board of supervisors shall elect a chairman, who shall preside at all meetings of the board. If he is absent or unable to act, the members present shall temporarily select one of their numbers to act as chairman by an order entered on the board's records.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The selection of a chair is necessary for board proceedings to continue.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If a temporary chair is not selected at this meeting, the Deputy Clerk of the Board would need to open the meeting pro tem until a selection for a temporary chair is made. If no temporary chair is selected, the meeting cannot be held.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Steve Dahlem, County Counsel
RE: CLOSED SESSION: Public Employee Employment (Government Code Section 54957 (b)
(1) Title: Deputy Sheriff Industrial Disability Retirement Application

RECOMMENDATION AND JUSTIFICATION

☐ CONFERENCE WITH LEGAL COUNSEL:

☐ Existing Litigation:

☐ Disclosure will jeopardize existing settlement negotiations.

☐ Anticipated Litigation

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☐ CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

☒ PUBLIC EMPLOYEE EMPLOYMENT (Government Code Section 54957 (b) (1))

Title: Deputy Sheriff Industrial Disability Retirement Application

☐ PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: (Government Code Section 54954.5)

☐ PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

☐ CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:

Agency negotiator:

Closed session will concern: () price; () terms of lease/purchase.

[] THREAT TO PUBLIC SERVICE FACILITIES

Name of the law enforcement agency involved:

Title of officer of a law enforcement agency:

[] LICENSE/PERMIT DETERMINATION

License or Permit applied for:

Number of license or permit applicants:

Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: February 6, 2024
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

☐ CONFERENCE WITH LEGAL COUNSEL:

☐ Existing Litigation:

☐ Disclosure will jeopardize existing settlement negotiations.

☐ Anticipated Litigation

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☒ CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

Name of County Designated Representative: Shelline K. Bennett

Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

☐ PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:

(Government Code Section 54957 (b) (1))

☐ PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: (Government Code Section 54954.5)

☐ PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Government Code Section 54954.5)

☐ CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:

Agency negotiator:

Closed session will concern: () price; () terms of lease/purchase.

[] THREAT TO PUBLIC SERVICE FACILITIES

Name of the law enforcement agency involved:

Title of officer of a law enforcement agency:

[] LICENSE/PERMIT DETERMINATION

License or Permit applied for:

Number of license or permit applicants:

Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None