Mariposa County

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

MILES MENETREY, CHAIR	**DISTRICT V**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
WAYNE FORSYTHE	**DISTRICT IV**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JULY 16, 2024

A. Call to Order and Roll Call

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Excused	
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 read the consent note.

Public comment was received from Mike Brusa/Resident, who commented on CA. 1, noting this has been on the agenda since November 2018. He then discussed the housing element and noted it has not accomplished any goals. He further stated he will continue to comment on this item.

Ryan Oliphant/Chief Probation Officer commented on CA. 24. He gave a shout-out to his probation team highlighting the amazing job they do.

Jeremy Briese/Sheriff commented on CA. 25 noting tis is for animal emergencies. He noted when disasters hit,

people jump into their roles. He highlighted the long relationship Mariposa County has had with this disaster team. He said there is now the ability to co-shelter. He gave kudos to Naomi who spear heads it. She ensures there are trailers for rapid response.

Chair Menetrey and Supervisor Poe thanked Naomi.

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
EXCUSED:	District I Supervisor Smallcombe

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy

CA3. **Agricultural Commissioner**

Approve the Certified Farmers Market Inspections Agreement 24-0026-000-SA for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Agricultural Commissioner**

Approve Organic Program Cooperative Agreement No. 24-0097-000-SA for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Agricultural Commissioner**

Approve the Petroleum Products Program Cooperative Agreement Number 24-0153-000-SA for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Agricultural Commissioner**

Approve Nursery Inspection Program Agreement No. 24-0279-000-SA for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Assessor/Recorder**

Approve an Agreement with Avenu Enterprise Solutions, LLC for Information Technology Products and Services Amendment No. 5 and Symphony Third Party Maintenance; and Authorize the Board of

Supervisors Chair to Sign the Agreement

CA8. **Clerk of the Board**

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in June of 2024

CA9. **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 June of 2024

CA10. **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

CA11. **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 June of 2024

CA12. **Clerk of the Board**

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637

CA13. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with John C. Fremont Healthcare District (JCFHD) for Cost of Services Provided by Zaks Security One for an Amount Not to Exceed $180,000; and Authorize the Board of Supervisors Chair to Sign the MOU

CA14. **Health and Human Services Agency**

Approve an Agreement with Willow Glen Care Center Dba: Sequoia Psychiatric Treatment Center in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve an Agreement with Davis Guest Home, Inc., in the Amount of $550,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Health and Human Services Agency**

Approve the First Amendment with Native Solutions Family Guidance Center, Memorandum of Understanding (MOU) for the Drinking Driver Program; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Health and Human Services Agency**

Approve an Agreement with Alliance for Community Transformations in the Amount of $189,506 for Heritage House Drop in Center for Community Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Approve an Agreement with Mariposa Safe Families, Inc. in the Amount of $307,820 for Prevention Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. **Health and Human Services Agency**

Approve the Second Amendment to the Agreement with University of California (UC) Davis for Consultative Services Involving the Health and Human Services Agency (HHSA) Staff; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) Between Mariposa County Sheriff's Office (MCSO) and Mariposa County Health and Human Services Agency (HHSA) for Jail Based Services in an Amount Not to Exceed $971,268; and Authorize the Board of Supervisors Chair to Sign the MOU

CA21. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the Annual Labor Day Parade on August 31, 2024

CA22. **Public Works**

Approve an Agreement with R. Sutton Enterprises, LLC. for the Hornitios Road Pavement Digouts Project in the Amount Not to Exceed $659,000; and Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action to Allocate Expense to Fixed Asset Category

CA23. **Public Works**

Approve an Agreement with Moore Twining Laboratories in the Amount of $147,500; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA24. **Probation**

Proclaim the Week of July 21, 2024 - July 27, 2024, as "Pretrial, Probation and Parole Supervision Week"

CA25. **Sheriff's Office**

Approve a Memorandum of Understanding (MOU), with Central California Animal Disaster Team (CCADT), for the Purpose of Documenting the Relationship Between the County of Mariposa and CCADT and Setting Forth the Terms of Collaborative Animal Emergency Response; and Authorize the Board of Supervisors Chair to Sign the MOU

CA26. **Sheriff's Office**

Accept a Grant Award from FEMA's Hazard Mitigation Grant Program for Mariposa County's Local Hazard Mitigation Plan (LHMP) Update 2025 in the Amount of $160,000; Authorize the Sheriff to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Mariposa County Sheriff's Office Budget to Implement the Grant ($160,000)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

None.

G. Public Comment on Non-Agenda Items

Public comment was received by Mike Brusa, who noted that prior to the Constitution, there were the Articles of Confederation. He then discussed Shea's Rebellion, the whiskey tax, and that the County is a Monopoly.

Recess Board of Supervisors

9:25 AM Chair Menetrey recessed the Board, and the Clerk of the Board read the announcement.

Announcement Pursuant to Government Code 54952.3

I. COUNTY SERVICE AREA 1M (Don Pedro)

9:26 AM Chair Menetrey called the County Service Are 1M (CSA 1M) meeting to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. **Public Works**

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro) for Off-Season Fire Protection; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 24-25

Shannon Hansen/Public Works and Transportation Director, gave the staff report. No public comment.

RESULT:	**Adopted**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District III Supervisor Toso, District IV Supervisor

	Forsythe, District II Supervisor Poe
EXCUSED:	District I Supervisor Smallcombe

Adjourn CSA 1M

9:28 AM Chair Menetrey adjourned the CSA 1M meeting.

J. LOCAL TRANSPORTATION COMMISSION

9:28 AM Chair Forsythe called the Local Transportation Commission (LTC) meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Approve Advertising and Consultant Selection for Vehicle Miles Traveled (VMT) Policy

Jeannie Morvay-Clayton/Public Works Transportation Planning gave the staff report. Steve Engfer/Planning Director noted an addition from Cal Trans, Task 4/2 to add "Office Projects".

AMENDMENT: Add to Task 4/2 "Office Projects."

RESULT:	**Adopted**
MOVER:	District V Supervisor Miles Menetrey
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED:	District I Supervisor Smallcombe

Adjourn LTC

9:34 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:35 AM Chair Menetrey reconvened the Board of Supervisors meeting.

K. Regular Agenda Items

9:35 AM it was noted the Senator would be here at 10:30 AM.

1. **Public Works**

PUBLIC HEARING: To Adopt the Current Fee Structure for Countywide County Service Area No.1, Road

Maintenance for Zones of Benefit; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2024-25

Shannon Hansen gave the staff report.

Public comment was received by Mike Brusa, who noted it is a huge problem to serve the government. He discussed inflation, devaluation, and how things use to be before a lot of government intervention. He also mentioned the cost of living in California.

Board discussion ensued.

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

2. **Public Works**

PUBLIC HEARING: Authorize and Direct Staff to Place Special Districts' Delinquent User Fees on the FY24-25 Property Tax Roll

Shannon Hansen gave the staff report.

Public comment was received by Jonathan Noel/Resident, who asked if this is just for the fiscal year or if it is continuous.

Director Hansen noted it is just for the FY 24-25.

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

3. **Planning**

PUBLIC HEARING: To Consider the Close Out of the Community Block Grant (CDBG) Owner Occupied Rehabilitation Program

Ben Goger/Senior Planner gave the staff report. No public comment was received.

Board discussion ensued.

ACTION: The Board approved the closeout of the program.

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

EXCUSED: District I Supervisor Smallcombe

4. **Planning**

PUBLIC HEARING: To Consider the Close Out of the Community Development Block Grant (CDBG) for Public Services at the Mariposa Heritage House

Ben Goger gave the staff report.

Public comment was received by Jeremy Martinez/Alliance, who noted they have served over 185 individuals and they had success with the program.

Board discussion ensued

ACTION: The Board approved the closeout of the program.

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
EXCUSED:	District I Supervisor Smallcombe

M. Board Information

None.

H. Board Recognitions

10:07 AM Chair Menetrey recessed the Board until the Senator arrived.

10:33 AM Chair Menetrey reconvened the Board meeting.

1. **Board of Supervisors**

Receive a Presentation from Senator Marie Alvarado-Gil Recognizing The Alliance for Community Transformations for the California Senate District Four Nonprofit of the Year 2024 for Mariposa County

Chair Menetrey introduced the item and read a brief bio of Senator Marie Alvarado- Gil.

Marie Alvarado-Gil/Senator noted this was her 5th county she had visited today but it was the part of public service she loved the most. She felt it was her honor to underscore the Alliance. She noted it began as Mountain Crisis Services. She noted that she advocated strongly for public safety reform and that this organization is very personal. She noted their goal was to lend a helping hand and that they have done so with positive change. She was proud to present them with an award for Mariposa County Non-Profit of the Year.

The Board moved down and help the Senator present the award to Jeremey Martinez and Hal Nolan.

Jeremy Martinez/Executive Director of the Alliance thanked the Board and the Senator. He noted that they do

a lot of collaborative work and are very thankful. He also noted that they appreciate the recognition.

Public comment was received by Pete Judy/District 4 resident, who noted he is on the Board of Directors for the Alliance. He thanked the Senator.

RESULT: PRESENTATION HELD

L. Closed Session

Chair Menetrey read the closed session items.

Closed Session Item 1 - Pubic comment was received by Mike Brusa, who commented on the union negotiations; He noted the BOS represents the people, not the employees. They have to maintain the interest of the people

Closed Session Item 2 – no public comment.

Closed Session Item 3 - no public comment.

Closed Session Item 4 - no public comment.

10:55 AM Chair Menetrey recessed into closed session and noted they would reconvene at 1 PM for the Oracle Presentation.

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: Existing Litigation: County of Mariposa, Et Al v. Amerisourcebergen Drug Corporation, Et Al; Case No. 1:18-op-45618-DAP

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: 1

RESULT: CLOSED SESSION HELD

4. **County Counsel**

CLOSED SESSION: Conference With Legal Counsel: Existing Litigation; Jolin Luis v. County of Mariposa, et al.; Mariposa Superior Court Case No. 23-CVPM-0011975

RESULT: CLOSED SESSION HELD

Report Out

1:00 PM Chair Menetrey reconvened the Board meeting and reported that during closed session the following

occurred.

For Closed Session Items:
1) Information was Received and Direction Was Given.
2) Information was Received and Direction Was Given.
3) The Board voted 4-0 - 1 excused to reject claim number C24-7.
4) Information was Received and Direction Was Given.

Chair Menetrey moved back up to item H. 5 at 1:02 PM for the PPT.

O. 1:00 PM Reconvene

5. **Administration**

Receive a Presentation by Administration, Providing an Update on the Oracle Enterprise Resource Planning (ERP) System

10:06 AM the board reached a consensus to move this item to 1 PM.

1:02 PM Leigh Westerlund/Assistant County Administrative Officer, gave a PowerPoint Presentation. Joe Lynch noted that AS400 was failing, so the County needed to move to a new program.
Public comment was received by Jeanne-Ann Pine, who noted that she had come to learn more about Oracle's progress. She felt the self-corrections would be painful, and it was unfortunate to hear some software was purchased that was not compatible. She noted she also had not heard about the Auditor and how he was doing.

Shannon Hansen noted there have been struggles and a learning curve. She stated now that her team has direct access to Graviton, they are breathing a sigh of relief, they are being listened to, and things are getting better.

Mike Brusa noted that he doesn't understand some of this. He then discussed money spending and more taxes to cover costs.

Sam Cerveny/Deputy Director of Public Works, noted having direct access to Graviton has been uplifting to Public Works staff. He noted they have been able to get the reports they need.

Carol Suggs/Planning Department echoed past sentiments. She noted that Ms. Westerlund had been helpful and the helpline had been a great addition.

Steve Engfer/Planning Director noted he felt the need to note a lot of work had gone into this project. He noted it takes a good team and then discussed the rollout to Tyler for the permitting.

Board discussion ensued.

RESULT: PRESENTATION HELD

N. Adjournment

2:53 PM Chair Menetrey adjourned in memory of Donald Parker, John William Hall, Robert Bustamante, Patrick Michale Walliser, Derrick Kleiman, and Trudy Williams.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-299

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

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

---

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District 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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy

---

RECOMMENDATION AND JUSTIFICATION

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy.

The CAO, with the concurrence of the County Auditor, has processed requests for various shifts within departments' budgeted funds in June of 2024. This item is to inform the Board of the recent Budget Actions as required by the County Budget Control and Fiscal Management Policy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Recommendation and Justification
California Government Code Sections 29125 and 29130 regulate amendments to adopted county budgets. Within the guidance of those sections, the County Budget Control and Fiscal Management Policy authorizes the CAO to transfer up to $50,000 between objects or categories within the same budget with the concurrence of the County Auditor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This item is for Board information only.

FINANCIAL IMPACT

None. All changes made are within the existing budget.

ATTACHMENTS

1. **BAF log CAO-Auditor-signed June 2024**
2. **Budget_Action_Form_06052024_Library.xlsx - Copy**
3. **Budget_Action-_Jail_Hot_Water_Heater**
4. **128_-_Facilities_-_CAO**
5. **Boat_Motor_BAF**
6. **2024_End_of_the_year_Mental_Health_Budget_Action__3_20240624_3334**
7. **Gold_County_Sat_BAF_v2**

Budget Action Form Log - DocuSigned June 2024 - CAO/Auditor

Item	File Name	Fund	Dept	Account	Description on BAF	Increase	Decrease	Initiator	Complete	Copy in BAF Folder
1	Budget Action Form 06052024 Library	1001	606	51111	Regular salaries and wages		18,000	M. Johnson	6/6/2024	P
		1001	606	60153	Special Departmental Supplies	18,000				
2	Budget_Action-_Jail_Hot_Water_Heater	3353	216	60201	Misc Expense		12,993	K. Mitchell	6/13/2024	P
		3353	216	70111	Fixed Asset - Community Buildings	12,993				
3	128_-_Facilities_-_CAO	1001	128	51112	Extra Help		20,000	M. Rice	6/20/2024	P
		1001	128	51115	Overtime		3,000			
		1001	128	60307	Facilities Maintenance Services	23,000				
4	Boat_ Motor_BAF	1001	219	60131	Maintenance- Equipment		10,687	K. Mitchell	6/20/2024	P
		1001	219	60441	Fuel		6,461			
		1001	219	70211	General Equipment	17,148				
5	2023_End_of_the_year_Mental_Health_Budget_Action__3_20240624_3334	3334	402	51111	Regular salary and wages	8,000		R. Ridenhour	6/27/2024	P
		3334	402	52201	Medical - Active Employees	1,000				
		3334	402	60501	Client-Assistance Payments	30,390				
		3334	402	70411	Staff Vehicles		39,390			
6	Gold_County_Sat_BAF_v2	3361	220	60201	Inmate Welfare-MISC		8,101	K. Mitchell	7/1/2024*	P
		3361	220	70211	Inmate Welfare- General Equipment	8,101				
						118,632	118,632			

*included in June batch; BAF and DocuSign approval initiated in June

DocuSign Envelope ID: 7D289359-CD04-48CE-8659-743F7756EF7C

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0606	51111	Regular salaries and wages			18,000
1001	0606	60153	Special Departmental Supplies		18,000	
				TOTALS	18,000	18,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

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: FY24

DEPARTMENT HEAD SIGNATURE — DocuSigned by: Matt Johnson 7ADD8D7173D5743E... — DATE 6/5/2024 | 1:31 PM PDT

AUDITOR SIGNATURE — DocuSigned by: Tina M. Mitchell F25C588CC0A8412... — DATE 6/5/2024 | 5:07 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE — DocuSigned by: Joe Lynch 9C760F0DDEF94BE... — DATE 6/5/2024 | 5:42 PM PDT

APPROVED BY RES NO. — CLERK — DATE

DEPARTMENT Library — DS LS — DS LW

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

DocuSign Envelope ID: E4C3663D-3A09-4F8F-8B11-1D4F2ADCA490

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3353	216	60201	Misc Expense			12,993
3353	216	70111	Fixed Asset- Community Buildings		12,993	
				TOTALS	12,993	12,993

FY24

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

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.

DEPARTMENT HEAD SIGNATURE — DocuSigned by: AB0B292EDEC448F... — DATE 6/11/2024 | 11:58 AM PDT

AUDITOR SIGNATURE — DocuSigned by: F25C566CC0A8412... — DATE 6/13/2024 | 2:01 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE — DocuSigned by: 9C760F0DDEF94BE... — DATE 6/13/2024 | 2:35 PM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT — DS LS — DS LW

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

DocuSign Envelope ID: E4C3663D-3A09-4F8F-8B11-1D4F2ADCA490

E&J Elite Plumbing

1005 E Childs Ave
Merced, CA 95341 US
(209) 349-8922
ejeliteplumb@gmail.com

INVOICE

BILL TO
Mariposa County Adult Detention Facility
5379 CA-49
Mariposa, CA 95338

INVOICE	8682
DATE	04/23/2024
TERMS	Net 30
DUE DATE	05/23/2024

CSL #1068011	JOB NAME.	JOB LOCATION
.	100 Gallon Water Heater	Mariposa

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services Mariposa County Adult Detention 1) Removed existing water heater that was rusted out at the tank. 2) Installed new 100 Gallon LP commercial water heater. 3) Turned water back on and left Water Heater Set @ 145 Degrees. Cost Break Down: Labor - $4,192.06 Water Heater - $8,300.00 Misc Parts - $500.00	1	12,992.06	12,992.06

BALANCE DUE **$12,992.06**

DocuSign Envelope ID: 4CCDADD6-4FE7-4922-9B87-7B9D9BE7712F

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	128	51112	Extra Help			20,000
1001	128	51115	Overtime			3,000
1001	128	60307	Facilities Maintenance Services		23,000	
				TOTALS	23,000	23,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

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 FY23/24

DEPARTMENT HEAD SIGNATURE DocuSigned by: Luis M. Mercado F25C566CC0A8412... DATE 6/18/24

AUDITOR SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 6/20/2024 | 2:45 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE 6/20/2024 | 2:53 PM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT DS LS DS LW

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

DocuSign Envelope ID: 77D302D8-0204-4784-9889-35B680AE907F

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0219	60131	Maintennce- Equipment			10,687
1001	0219	60441	Fuel			6,461
1001	0219	70211	General Equipment		17,148	
				TOTALS	17,148	17,148

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

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 24

DEPARTMENT HEAD SIGNATURE — DocuSigned by: AB0B292EDEC448F... — DATE 6/20/2024 | 2:22 PM PDT

AUDITOR SIGNATURE — DocuSigned by: F25C566CC0A841... — DATE 6/20/2024 | 2:43 PM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE — DocuSigned by: 9C760F0DDEF94BE... — DATE 6/20/2024 | 2:53 PM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Sheriff's Office

AUDITOR'S USE ONLY
BA #

DS LS DS LW

Budget Revision Form Revised 07/2023

DocuSign Envelope ID: 77D302D8-0204-4784-9889-35B680AE907F

EVANS POWERSPORTS, LLC

INV

EVANS POWERSPORTS, LLC

1124 Kansas Ave Suite A8
Modesto, CA 95351
(209) 681-5754
evanspowersports@yahoo.com

Invoice Num	2402
Date	Jun 16, 2024
Due Date	Jun 16, 2024
Terms	0 days

Bill To

Mariposa Sheriffs Office
Deputy Tim Lewis 209-966-3615
1999 Alumaweld HIN: AWB150531899 CF
DGS # 90009677 Hours 586.8 Authorization # 7904242401

DESCRIPTION	QUANTITY	RATE	AMOUNT
Rebuilt Long Bock	1	$7,500.00	$7,500.00
Fuel Injectors	8	$345.00	$2,760.00
Batteries	2	$199.99	$399.98
Fuel pump	1	$300.00	$300.00
Brake In Engine Oil	7	$20.00	$140.00
Spark Plugs	8	$16.99	$135.92
Cap & Rotor	1	$100.00	$100.00
High Pressure Fuel Filter	1	$58.79	$58.79
Fuel Water Separator Filter	1	$13.99	$13.99
Oil Filter	1	$12.99	$12.99
* Labor	32.5	$145.00	$4,712.50

* Indicates non-taxable item

30 Day Warranty on Parts and Labor only.

Subtotal	$16,134.17
Tax (8.875%)	$1,013.67
Total	$17,147.84
Paid	$0.00
BALANCE DUE	**$17,147.84**

PAYMENT INFO

By check
Evans Powersports

DocuSign Envelope ID: 5D37EF19-3139-4081-99B5-3EB7C1C01D4D

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3334	402	51111	Regular salary and wages		8,000	
3334	402	52201	Medical - Active Employees		1,000	
3334	402	60501	Client-Assistance Payments		30,390	
3334	402	70411	Staff Vehicles			39,390
	2024 End of the year Mental Health Budget Action #3 3334					
				TOTALS	39,390	39,390

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

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.

DEPARTMENT HEAD SIGNATURE DocuSigned by: Lisa M. Mercado F25C566CC0A8412... DocuSigned by: Lisa Kelley DATE 6/26/2024 | 4:48 PM PDT

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 6/27/2024 | 8:23 AM PDT

APPROVED BY RES NO. CLERK DATE

DS LS DS LW

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

DocuSign Envelope ID: 9E691B0D-638D-42A7-97BB-884FB7EA87B8

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3361	0220	60201	Inmate Welfare-MISC			8,101
3361	0220	70211	Inmate Welfare- General Equipment		8,101	
				TOTALS	8,101	8,101

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

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 24

DEPARTMENT HEAD SIGNATURE DocuSigned by: AB0B292EDEC448F... DATE 6/28/2024 | 1:35 PM PDT

AUDITOR SIGNATURE DocuSigned by: F25C566CC0A8412... DATE 7/1/2024 | 8:33 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: 9C760F0DDEF04BE... DATE 7/1/2024 | 8:34 AM PDT

APPROVED BY RES NO. CLERK DATE

DEPARTMENT DS LS DS LW

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

DocuSign Envelope ID: 9E691B0D-638D-42A7-97BB-884FB7EA87B8

Gold Country Satellite

Invoice No: 2439
Date: 06/13/2024
Terms: NET 0
Due Date: 06/13/2024
Bill To: Mariposa County Sheriff
jday@mariposacounty.org

Invoice

1240 E Main St #1
Grass Valley Ca 95945
530-274-7499
lic# 1016452

Description	Quantity	Rate	Amount
Satellite Receiver blade w/transcoder V1.1	2	$2,610.00	$5,220.00
QAM 48 output blade	1	$2,200.00	$2,200.00
Shipping	1	$105.00	$105.00*

*Indicates non-taxable item

Subtotal	$7,525.00
Mariposa 7.75%	$575.05
Total	$8,100.05
PAID	$0.00
Balance Due	**$8,100.05**

Notes

Smartbox Upgrade
Mariposa County Jail, Mariposa,CA

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-300

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve the Certified Farmers Market Inspections Agreement 24-0026-000-SA for Fiscal Year 2024/2025 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 Certified Farmers Market Inspections Agreement 24-0026-000-SA for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This cooperative agreement with the CDFA is for work performed in Mariposa County in the enforcement of the Certified Farmers Market (CFM) Program. Funds will be received for enforcement of laws and regulations pertaining to the inspection and certification of certified farmer's markets and certified producers as well as producer and market investigations.

The total available in Fiscal Year 2024/2025 for this agreement is $450.00

BACKGROUND AND HISTORY OF BOARD ACTIONS

Last year's agreement was approved by Resolution No. 2023-430

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement, subvention funds will not be received for the Certified Farmers Market (CFM) Program to defray the funds expended for investigative worked performed in this program for FY 2024/2025.

FINANCIAL IMPACT

The subvention amount of this agreement could increase FY 2024/2025 budget up to $440.00

ATTACHMENTS

1. Farmers Market 24-0026-000-SA

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
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

EXCUSED: District I Supervisor Rosemarie Smallcombe

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 2/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
24-0026-000-SA

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, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $440.00

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: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 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
Miles Menetrey, Board of Supervisors Chair

ADDRESS
P.O. Box 905, Mariposa, CA 95338

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

BM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will perform inspections as outlined in the Food and Ag. Code, Division 17, Chapter 10.5, the California Code of Regulations, Title 3, Subchapter 4, Article 6.5; and any state policies.

Project Title: Certified Farmers Market Inspections

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services / Inspection & Compliance	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	P.O. Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services / Inspection & Compliance	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:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@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 provision*s* 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. 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.

23. 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.

24. 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.

25. 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.

26. 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.

SCOPE OF WORK
Fiscal Year 2024/2025

County Responsibilities

The County agrees to provide enforcement through market and production site inspections and investigations in collaboration with the California Department of Food and Agriculture (CDFA), Certified Farmers' Market (CFM) Program. The activities reimbursable under this Cooperative Agreement (Agreement) are in addition to the required inspection activities that are required by statute (Food and Agricultural Code (FAC) Section 47020(b) and FAC Section 47020(c)(3)).

The activities conducted under this Agreement should be consistent with inspection and certification procedures in FAC, Division 17, Chapter 10.5, and the California Code of Regulations (CCR), Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5. Activities to be invoiced under this Agreement will commence no earlier than July 1, 2024.

The County shall provide necessary inspection supplies and equipment, aside from forms provided by CDFA.

Activities billable under this Agreement include:

- Market inspections
    - Inspections performed beyond those required by statute
    - Follow-up inspections
- Production site inspections
    - Inspections performed beyond those required by statute
    - Follow-up inspections
- Inspection and investigative reports
- Notice of Proposed Actions
- Contracts for hearing officers
- Costs related to case closure
- Mileage and travel time

Billable activities under this Agreement shall be reimbursed on an hourly basis, for actual time worked (not a percentage of staff salary). Hearing officers will be reimbursed in the manner the County was charged.

Notify CDFA's CFM Program if a Public Records Request is received that pertains to work completed under this Agreement, prior to the release of any information.

Case ID Number Requirements

The County must request a Case ID number from CDFA for each case. This Case ID number will be used for all inspection/investigatory activities, through case closure.

Market inspections, in addition to the minimum required by statute, do not require a Case ID number. The County will then list the market name on the monthly invoice, in lieu of the Case ID number.

If a county in which the market is located is requesting the production county to conduct a site inspection, email the request directly to the production county and copy Jennifer Leidolf and the respective CDFA district supervisor, and include the following information:

- Market name and date that the certified producer was selling
- Full copy of Certified Producer's Certificate (CPC)
- Pictures and name and variety (if known) of the commodity in question
- Details as to if the producer was selling on behalf of another producer

Inspections required by statute are not reimbursable under this Agreement.

County Activities

- Perform market and production site inspections and investigations (in addition to the required inspection activities that are required by statute)
- Coordinate with CDFA and the production county (if applicable), when production site inspections or investigations are necessary; written confirmation must be obtained by the County
- Draft inspection and investigative reports
- Draft Notices of Proposed Actions
- Conduct Administrative Hearings
- Provide inspection and investigation findings to CDFA and applicable counties upon request
- Record billable activities for invoicing

County Tasks

- Market inspection requirements include, but are not limited to:
    - Reviewing the Certified Farmers' Market Certificate to ensure it is valid
    - Reviewing each CPC to ensure it is valid and all commodities being offered for sale are listed on the certificate
    - Performing a visual inventory of all commodities on display and in the producer's vehicle
    - Inspecting scales being used by certified producers to ensure they are approved and sealed
    - If producer is not in compliance, or is suspected of a noncompliance, photograph all pages of the CPC, the booth, commodities offered for sale, and commodities in the producer's vehicle (if applicable), using appropriate methods for scale (i.e., a wooden ruler)
    - Issue Notices of Noncompliance when violations occur
    - Document the number of vendors selling under the authority and management of the market operator
        - certified agricultural producers
        - producers of noncertifiable agricultural products
        - all other vendors participating in the ancillary section of the market
    - Request product lists from the market operator (as needed)
    - Submit findings to CDFA in an email or Inspection Report as requested

- Production site inspection requirements include, but are not limited to:
    - Production verification inspections shall be scheduled within 48 hours of the market inspection.
        - Exemptions may be granted for extenuating circumstances, and must be approved by CDFA
    - Inspecting and photographing all commodities at the growing grounds and at storage locations, using appropriate methods for scale (i.e., a wooden ruler)
    - Document findings of the production site inspection (photographs, statements, observations, etc.) and provide to CDFA and applicable counties upon request

Invoicing

The County shall invoice CDFA for work performed under this Agreement within 60 days after the end of each month in which activities were conducted. *The County must use CDFA's invoice template provided.* The County shall submit an invoice statement for each month, even if no activities were conducted for the billing period.

The corresponding CDFA issued Case ID number must be included on all invoices for each case, except for additional market inspections, which must include the market name in lieu of the Case ID number.

The County shall itemize costs for:

- Personnel costs
    - Name of the staff member performing the specified functions
    - Title (e.g., Agricultural Biologist I, Deputy Commissioner, etc.)
    - Billable hours
    - Salary (reported as an hourly rate)
    - Actual benefit rate
- Overhead costs (not to exceed 25% of personal services)
- Costs for hearing officers
- Travel costs (reimbursement rate for mileage must be in accordance with the short-term travel vehicle mileage reimbursement rate established by the California Department of Human Resources, unless county rate is less).

CDFA Responsibilities

CDFA may perform evaluations of county inspections, which include, but are not limited to on-site observations; assessment of inspection procedures, and reviewing of Notices of Noncompliance, Notice of Proposed Actions, and other reports for accuracy and consistency.

CDFA will assist in the coordination of Market and Production Site inspections and assign a Case ID for substantiated cases.

COUNTY DEPARTMENT OF AGRICULTURE
FY 2024-25 Certified Farmers' Market Cooperative Agreement
MONTHLY INVOICE

A	General Information	
Date:		
Agreement Number:		
Billing Month:		
County:		
County Invoice No (Optional):		

B Inspection & Investigation Costs

	Name	Title	*Required Field (1 Case ID# or Market Name per line)* Case ID#	*Please Use Drop Down Menu Refer to "Activity Description" sheet for details* Activity	Billable Hours	Hourly Rate w/o Benefits	Benefit Rate	Overhead (Not to exceed 25% of Personal Services)	Mileage	Mileage Rate	Total
1										$ 0.670	$ -
2										$ 0.670	$ -
3										$ 0.670	$ -
4										$ 0.670	$ -
5										$ 0.670	$ -
6										$ 0.670	$ -
7										$ 0.670	$ -
8										$ 0.670	$ -
9										$ 0.670	$ -
10										$ 0.670	$ -
11										$ 0.670	$ -
12										$ 0.670	$ -
13										$ 0.670	$ -
14										$ 0.670	$ -
15										$ 0.670	$ -
16										$ 0.670	$ -
17										$ 0.670	$ -
18										$ 0.670	$ -
19										$ 0.670	$ -
20										$ 0.670	$ -
									TOTAL INSPECTION & INVESTIGATION COSTS		$ -

C Miscellaneous Costs (e.g. equipment, contracting for hearing officers, etc.)

		Unit Cost	Quantity	Total
1				$ -
2				$ -
3				$ -
4				$ -
5				$ -
	TOTAL MISCELLANEOUS COSTS			$ -

TOTAL MONTHLY INVOICE	$ -

D	Please remit to:
	Payee Name
	Street Address
	City, State, Zip Code

For State Use Only	
Date Approved:	
Approved By:	
Account Code:	
Agreement No.:	
Program Code:	9999000404 CFM

Submitter's Signature	Date

E Cost Tracking (Optional)

Case ID#	Previous Costs Accum.	Current Invoice Costs	Total Costs	Case Status	Notes
			$0.00		
			$0.00		
			$0.00		
			$0.00		
			$0.00		
			$0.00		
			$0.00		

2024/2025 Certified Farmers' Market Fiscal Display

County Mariposa

Cooperative Agreement #

Estimated Costs for Additional Enforcement and Investigation (Includes staff costs for market inspections, productions site inspections, report writing, administrative staff costs, contracting for hearing officers, etc.)	**Total**
	$440.00
COOPERATIVE AGREEMENT TOTAL:	**$440.00**

Operational needs may require changes to line item expenditures within the agreement budget. If changes are needed, the total agreement amount may not be exceeded. Actual invoices must reflect these changes. If additional funding is required, a budget amendment must be submitted for approval.

Investigation costs include: inspection and investigatory work, including follow-up inspections; administrative staff costs, including any functions and actions related to enforcement; mileage; travel time; contracting for hearing officers, and; any costs related to case closure. Inspections, investigations, and administrative staff costs related to enforcement such as the preparation of investigation reports and notices of proposed action (NOPAs) will be reimbursed on an hourly basis utilizing methods to ensure full cost recovery for County overhead. All reimbursement requests shall be related to a case.

(Rev. 3/2021)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-301

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve Organic Program Cooperative Agreement No. 24-0097-000-SA for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Organic Program Cooperative Agreement No. 24-0097-000-SA for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is an annual cooperative agreement for work performed in Mariposa County in the enforcement of the California Organic Foods Act. Funds will be received for any new or amended registrations of organic producers or handlers. In addition, funds will be received for spot inspections of organic producers, handlers, processors, restaurants, and retail stores as well as Farmer's Markets. Funds will also be available for investigations of any complaints or residue sampling for violations of the California Organic Foods Act.

The total available in Fiscal Year 2024/2025 for this agreement is $1,725.00.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Last year's Organic Program agreement was approved by Resolution No. 2023-431.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement subvention funds will not be received for organic registration of producers or handlers in the county, spot inspections, residue sampling, or for any complaint investigations performed.

FINANCIAL IMPACT

The subvention amount of $1,725 for this agreement was included in the FY 2024/2025 budget revenues.

ATTACHMENTS

1. Organic 24-0097-000-SA

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 2/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
24-0097-000-SA

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, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $1,725.00

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: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 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
Miles Menetrey, Board of Supervisors' Chair

ADDRESS
Post Office Box 905, Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
KRISTI DUPREY, STAFF SERVICES MANAGER II, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform inspections according to the California Organic Food and Farming Act.

Project Title: Organic Inspections

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services / Inspection & Compliance	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
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	mnielson@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**
Name:	Kiley Potter	Name:
Division/Branch:	Inspection Services / Inspection & Compliance	Organization:
Address:	1220 N Street	Address:
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:
Phone:	916-597-7328	Phone:
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:

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 provision*s* 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. 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.

23. 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.

24. 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.

25. 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.

26. 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.

State Organic Program (SOP)
2024/2025 Scope of Work

REGISTRATION FEES

All organic registration applications (new, amended, and renewal) are approved by California Department of Food and Agriculture (CDFA) State Organic Program (SOP) staff. The county receives $60.00 for each operation it assists with submitting an organic registration application to CDFA for approval.

SPOT INSPECTION PROGRAM

The county is paid $225.00 for each spot inspection completed for producers, restaurants, handlers, processors, retail stores, and other applicable organic operations. Additionally, the county will conduct spot inspections for registration purposes, as requested by CDFA SOP staff. Farmers' Market inspections are paid at the rate of $75.00 for the initial visit and first organic participant inspected. An additional $10.00 is paid for each additional organic participant inspected at that market. Farmers' Market inspections include certified and non-certified Farmers' Markets and "swap meets."

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA SOP staff at the above spot inspection rates.

SURVEILLANCE RESIDUE (RANDOM/SPOT) SAMPLING PROGRAM

Surveillance Residue samples are randomly collected residue samples that are **NOT** part of an investigation. The county should collect these residue samples as part of its regular organic monitoring activities, to help ensure products do not contain unallowable substances. The county is paid a flat rate of $130.00 for each Surveillance Residue sample collected. **Counties must notify CDFA prior to submitting samples for residue testing**.

Additional Surveillance Residue samples beyond the total agreement number listed in the county's Fiscal Display, may be collected upon approval from CDFA SOP staff. The county must contact CDFA and receive authorization prior to collecting any additional samples. The county will not be reimbursed for any unauthorized samples collected. **Exception:** If collecting a residue sample is critical, and CDFA SOP staff are not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA SOP staff via voicemail or email. CDFA SOP staff may also request the county to collect additional samples. Any additional Surveillance Residue sample collections are paid at the $130.00 flat rate.

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.

COMPLAINT INVESTIGATIONS

County staff are expected to conduct investigations, which includes preparing investigation documents such as final reports and summaries, as assigned by CDFA. The county will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigation expenses and expenses incurred for collecting residue samples as part of an investigation will be reimbursed at actual cost. Time spent preparing investigation documents may also be included as part of the investigation costs. Time and expenses must be itemized.

ADVERSE ACTION NOTICES

County staff **must** submit proposed adverse action notices to CDFA SOP personnel for review and approval prior to issuing the notices.

Administrative civil penalties imposed by the county for violations of the California Organic Food and Farming Act shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations and remain in the county imposing the penalty.

TRAINING

County staff are expected to review the CDFA SOP website and attend training conducted or required by CDFA SOP staff.

County staff are also required to complete the following National Organic Program (NOP) online training:

Required Training

1. NOP Organic Training Website: Use the links and instructions under the **Training for Organic Certifiers and Inspectors** section to register on the Organic Integrity Learning Center and complete the following courses:
    - NOP-030: Fundamentals of an Inspection
    - NOP-090: Organic Dairy Compliance (Only required for counties with organic dairy operations)
    - NOP-190: Sampling and Testing

2. Sound and Sensible Website: ***Exploring the Organic Option*** Training Videos
    - The Road to Organic Certification
    - What's the Organic Value Proposition? Video Series (seven videos)

Optional/Recommended Training and Resources

1. NOP Organic Training Website: Use the links and instructions under the **Training for Organic Certifiers and Inspectors** section to register on the Organic Integrity Learning Center and complete the following course:
    - NOP-070: Advanced Inspections: Investigations
    - NOP-330: Origin of Livestock (Counties with organic dairy operations)

2. What is an Organic Systems Plan?

3. Tip Sheets on Organic Standards

The county may use up to 50 percent of its **Estimated Investigation Costs**, as listed in the county's **Fiscal Display**, for approved or required organic program training. This may include organic program training that county staff provide to applicable agencies/groups. Training expenses without prior authorization by CDFA SOP staff will not be reimbursed.

County complaint investigation, inspection, sampling, and training **expenses must be itemized** on each invoice. The invoice must include applicable hours, rates, miles, and associated expenses; to receive payment or reimbursement for these expenses. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with Section 46000) of the California Food and Agricultural Code, CDFA will disburse funds to the county for costs incurred in the enforcement of the California Organic Food and Farming Act.

The county will receive payments as appropriate for the following functions:

- Helping operations complete new, amended, and renewal registration applications
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training and education activities

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2024; and 2) for work completed from January 1 to June 30, 2025. Counties should submit final invoices for each block of work to CDFA in a timely manner.

The county should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.

NOTE: CDFA cannot pay/reimburse the county for organic function activities without a signed (executed) Cooperative Agreement. The county should sign and return the Cooperative Agreement, to ensure payments for Organic Program function activities.

SOP procedures are outlined in the program's Quality Systems Manual (QSM). For additional questions, please contact the CDFA SOP.

Mariposa Fiscal Display FY 2024/2025

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer's market, or restaurant. **Uncertified operations shall be inspected prior to any certified operations**.

Spot (Random) Inspection Assignments

Amount		Rate	Total
3	@	$225.00	$675.00

Farmers Market

Amount		1st Organic Participant		Estimated Additional Organic Participants			Total
1	@	$75.00	+	3	@	$10.00	$105.00

Estimated Assisted Registrations

Amount		Rate	Total
1	@	$60.00	$60.00

Surveillance Residue (Random) Sampling Costs
(Not part of an investigation)

Amount		Rate	Total
4	@	$130.00	$520.00

Estimated Investigation Costs
(Includes costs for residue samples taken as part of an investigation)

Total
$365.00

Total for 2024/2025 **$1,725.00**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-302

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve the Petroleum Products Program Cooperative Agreement Number 24-0153-000-SA for Fiscal Year 2024/2025 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 Petroleum Products Program Cooperative Agreement Number 24-0153-000-SA for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

The Petroleum Products program is work performed in Mariposa County for the inspection of retail petroleum distributors in the County. The total available FY 2024/2025 contract amount for this agreement is $1,125 - unchanged from the previous fiscal year's petroleum products program subvention amount.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous cooperative agreement for FY 2023/2024 was approved by Resolution No. 2023-353.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement, subvention funds will not be received for the mandated Petroleum Products program to defray the expended funds for inspections and investigations for this program for FY 2024/2025.

FINANCIAL IMPACT

The $1,125 State subvention for this Cooperative Agreement with CDFA will be included in the State Revenue account for the Agricultural Commissioner/Sealer of Weights and Measures Requested Budget for Fiscal Year 2024/2025.

ATTACHMENTS

1. Petroleum Labeling 24-0153-000-SA

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 2/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
24-0153-000-SA

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, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $1,125.00

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: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 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
Miles Menetrey, Board of Supervisors Chair

ADDRESS
Post Office Box 905, Mariposa, CA 95338

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

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Inspection of service stations, quick lube and oil change shops, and auto service shops for compliance with the Business and Professions Code (BPC) Division 5.

Project Title: Fuels, Lubricants and Automotive Products Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Rebecca Bland	Name:	Monica Nielsen
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	COUNTY OF MARIPOSA
Address:	6790 Florin Perkins Road, Suite 100	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Mariposa, CA 95338
Phone:	916-229-3000	Phone:	209-742-1408
Email Address:	rebecca.bland@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jessica Franklin	Name:	Monica Nielsen
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	County of Mariposa
Address:	6790 Florin Perkins Road, Suite 100	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Mariposa, CA 95338
Phone:	916-229-3300	Phone:	209-966-2075
Email Address:	jessica.franklin@cdfa.ca.gov	Email Address:	agcomm@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 provision*s* 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. 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.

23. 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.

24. 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.

25. 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.

26. 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.

SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the California Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Section 13434, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County $75.00 for each completed initial inspection of a business establishment selling or distributing petroleum and/or automotive products, provided the inspection is completed to determine compliance with BPC Chapters 14, 14.5 and 15. The total allocation to the County for these inspections shall not exceed this Agreement. For purposes of this Agreement, an initial inspection is the first physical inspection in the fiscal year of a business establishment where the ***primary*** business is selling fuels, lubricants, and automotive products; e.g., retail service stations, distributors of engine fuels, oils, and quick-lube shops. Inspections at equipment rentals, marinas, and/or aviation fuel locations will not be accepted. No compensation will be paid for duplicated site inspections at the same location anytime during the same fiscal year.

Inspection Requirements:

The County shall complete an initial inspection to verify compliance with the appropriate provisions of the BPC and the California Code of Regulations relating to the advertising and labeling of fuels, lubricants and automotive products, and for compliance with the provisions of BPC Section 13660. Findings shall be recorded on the Petroleum Products Inspection Report (PPIR) Form # 41-011, supplied by, or approved by, the Division.

Within five (5) working days of conducting an inspection, the County shall submit a completed legible pink colored copy of the PPIR form to the Sacramento office. Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

The assigned number of inspections at brake shops, quick-lube shops, and other retail establishments selling bulk lubricant products or automotive products shall not exceed 10% of the total annual initial inspections authorized. The Division reserves the right to, at its discretion, assign and direct the County to collect designated samples of bulk lubricants or automotive products for the purpose of conducting marketplace surveys and initial inspections at specific stations. The business establishments visited for the purpose of obtaining these designated samples shall be counted as inspections authorized under this Agreement and will be billable up to $75.00 per location. Prior to being assigned sampling duties, the Division will provide training in the proper sampling and chain of evidence completion procedures. Unless otherwise directed, all samples are to be submitted to the Division's laboratory in Sacramento.

Sample containers will be provided by the Division. Payment for product samples and transportation of the sample to the Division's laboratory shall be the sole responsibility of

the County. The County will use the inspection and sampling procedures outlined in the Division of Measurement Standards' "Petroleum Products Program Manual." Off-sale of samples not meeting product specifications shall be the responsibility of the County, or the Division if requested to do so by the County and will be processed in accordance with the guidelines established in the Division's "Citation Manual." Current versions of the "Petroleum Products Program Manual" and the “Citation Manual” are available on the DMS County Portal.

Nothing in this Agreement prevents or precludes Division staff from performing routine business establishment inspections within the County. The County will be notified when Division staff is performing these inspections within the County. The Division also reserves the right to re-inspect business establishments that were previously inspected and billed for by the County. These re-inspections are for the purpose of evaluating the work of the County. Enforcement action, if needed, will be taken by Division staff following the “Citation Manual” guidelines.

Per BPC Section 12015, the County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the business establishment being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Manual." If the appropriate enforcement action is more than the issuance of a Notice of Violation (NOV), and if the County is unable or fails to take that action against the violator, the Division shall take the specified enforcement action and payment for the inspection will be withheld.

The original inspection report shall be maintained at the County Office of Weights and Measures for four (4) years and be made available to the CDFA upon request.

All requests for payment under this Agreement shall be made using the Fuels, Lubricants, and Automotive Products Agreement Invoice with the County’s official letterhead. The invoice shall be submitted quarterly and include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected; the number of designated samples taken; the name and address where the samples were taken; and the amount of money requested. Funds will be disbursed to the County on approval of the invoice submitted quarterly.

How to submit quarterly invoice:

Electronic submission: cdfa.dms_petroleum@cdfa.ca.gov

or

Mail to: Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828

County Letterhead Here

Fuels, Lubricants, and Automotive Products Program Agreement

INVOICE

To:

California Department of Food & Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828
Attn: Jessica Franklin, Agreement Manager

Agreement #	_____
Fiscal Year	**FY 2024/25**
Quarter	_____
Program Code	**9999000551**

In accordance with the California Business and Professions Code Section 13434, funds have been allocated for CDFA to pay the County of _____ in the sum of $ _____ for fiscal year 2024/25.

The County has complied with the conditions as required.

Approved: _____ Date: _____
County Representative

Approved: _____ Date: _____
Division of Measurement Standards

Include a summary list stating the total number of initial inspections conducted, number of designated samples taken, and amount of money requested.
Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

Fuels, Lubricants and Automotive Products Program
FY 2024/25

BUDGET

County: Mariposa

Fuels, Lubricants and Automotive Products Program Enforcement: Program Code - 9999000551

15	Site Inspections at $75.00 per Inspection:	**$ 1,125.00**

Total Agreement Amount: **$ 1,125.00**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-303

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve Nursery Inspection Program Agreement No. 24-0279-000-SA for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Nursery Inspection Program Agreement No. 24-0279-000-SA for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This cooperative agreement provides State subvention funds for work performed in Mariposa County in nursery inspection and licensing. There is no change in the cooperative agreement or subvention amount from previous cooperative agreements.

The total available Fiscal Year 2024/2025 subvention amount for this nursery inspection cooperative agreement is $500.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Last year's cooperative agreement was approved by Resolution No. 23-616

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement, subvention funds will not be received for the Nursery Inspection program to defray the funds expended for work performed in this program.

FINANCIAL IMPACT

The subvention amount $500 for this cooperative agreement for nursery inspection with CDFA was included in the Fiscal Year 2024/2025 budget.

ATTACHMENTS

1. Nursery 24-0279-000-SA

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
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

EXCUSED: District I Supervisor Rosemarie Smallcombe

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 6/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
24-0279-000-SA

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, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $500.00

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: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 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
Miles 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
KRISTI DUPREY, STAFF SERVICES MANAGER II, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will prevent the introduction and spread of agricultural pests through nursery stock inspection. This will help protect agriculture and the consumer against economic losses resulting from the sales of inferior, defective, or pest-infested nursery stock.

Project Title: Nursery Inspection Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jasmine Minhas	Name:	Monica Nielsen
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Mariposa
Address:	1220 N Street, Room 221	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-654-0435	Phone:	209-742-1408
Email Address:	jasmine.minhas@ cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Michael Paule	Name:	Monica Nielsen
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Mariposa
Address:	1220 N Street, Room 221	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-654-0435	Phone:	209-966-2075
Email Address:	michael.paule@cdfa.ca.gov	Email Address:	agcomm@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 provision*s* 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. **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.

23. **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.

24. **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.

25. 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.

26. 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.

Scope of Work

Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County (specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff).

Recipient is expected to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program." Recipient shall respond to complaints against nursery establishments. The MOU can be accessed here: https://www.cdfa.ca.gov/exec/county/documents/CACASA_MOU_Nursery_Inspection.pdf

Recipient may assist in performing Systems Approach to Nursery Certification (SANC) certification duties when requested by industry, on behalf of CACASA, CDFA and the National Plant Board. Activities performed in relation to the SANC program are not reimbursable under the contract allocations and are subject to County service request fees.

Recipient is expected to submit Quarterly Invoices and all supporting documentations within 30 days of the conclusion of each quarter. All invoice payments shall be made quarterly, in arrears, upon submission and approval of an itemized invoice which includes Report Number 7 Summary and Supplemental Forms (see attached sample invoice, Report Number 7). Recipient shall submit the itemized invoice on County letterhead referencing the Cooperative Agreement Number by email to nurseryservices@cdfa.ca.gov.

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. Recipient is expected to clearly mark final invoice with "Final Invoice", thus indicating that all payment obligations from CDFA under this Agreement have ceased and that no further payments are due or outstanding. Any encumbered funds remaining on the contract agreement after the final invoice has been processed, will be disencumbered on the 31st day of October or the next business day.

Scope of Work

Recipient shall be paid based on the Recipient's actual hourly staff rate for the current Fiscal Year for nursery investigative work on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions including abatement related to nursery laws provided such investigative work is approved in advance by the CDFA Grant Manager. Payments made for enforcement activity invoices shall be paid out from the county contract amount. Please note that all types invoicing cannot exceed total contracted amount.

Nursery compliance reinspections may be reported for invoicing at the applicable acreage reimbursement rate per this agreement. Reinspection is defined as the time spent on follow-up inspections of nurseries where pests had been found to determine compliance with pest cleanliness requirements, trace backs/trace forwards, nursery licensing, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance. These inspections must be indicated under 'Reinspection for Noncompliance' on Supplemental 3 form. Indicate only the acreage that was reinspected and include the time spent conducting the reinspection. All reinspection activities are to be documented using the Supplemental 3 form of the Report 7.

County Letterhead

Date: _____

To: California Department of Food and Agriculture
Pest Exclusion Branch, Nursery Services
1220 N Street, Room 221
Sacramento, CA 95814

County of _____

Cooperative Agreement Number 24- XXXX-XXX- SA

Fiscal Year 24/25

Invoice for_____**Quarter**

Invoice Number_____

Invoice(s) must be accompanied by Report 7 Summary and Supplemental Page(s).

Please submit Invoices and Report 7 Quarterly.

Invoice Detail	Amount	Reimbursement Rate	Totals
Paid from Cooperative Agreement Balance			
Type 1 Acres = (includes re-inspection acres)	100 Acres X	$16.05 =	$1,605.00
Type 2 and 4 Acres = (includes re-inspection acres)	100 Acres /4 = 25 X	$16.05 =	$401.25
Enforcement Activities =	Reference Case ID #	Up to $35 an hour	$0.00
Licensing Activities (not deducted from Cooperative Agreement Balance)			
NEW Nursery License = RENEWAL Nursery License =	2 X 0 X	$75.00 each license = $75.00 each license =	$150.00
		Total Invoiced	**$2,021.25**

Please remit payment to County of _____
Address line 1
Address Line 2
Address line 3

Signature Block

_____
(Original / Electronic Signature and Title)

SAMPLE

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057 (Rev. 06/22)

REPORT NUMBER 7

NURSERY INSPECTION REPORT

SUBMIT QUARTERLY

COUNTY:	MONTH/YEAR:

A. NURSERY INSPECTIONS

TYPE	NUMBER OF LOCATIONS INSPECTED	TOTAL ACRES INSPECTED	NUMBER OF NON-COMPLIANCES	HOURS
PRODUCTION - WHOLESALE *				
REINSPECTION FOR NONCOMPLIANCE				
- RETAIL and WHOLESALE				
- TRACE F/B REINSPECTIONS				
NEMATODE CERTIFICATION				
OTHER - Special Survey				
TOTAL HOURS SECTION A				

B. LICENSING ACTIVITIES

TYPE	NEW LICENSES	RENEWALS		HOURS
NUMBER OF NURSERIES LICENSED *				
FEE EXEMPT LICENSES				
OTHER Issued temporary license to retailer				
TOTAL HOURS SECTION B				

C. ENFORCEMENT ACTIONS (Office, Administrative, Court Hearings)

ACTIVITY	TYPE	NUMBER	HOURS
TOTAL HOURS SECTION C			

D. PROGRAM SUPPORT ACTIVITIES (Planning, Training, Administration, etc.)

ACTIVITY	HOURS
TOTAL HOURS SECTION D	

E. COMMENTS

*** SEE SUPPLEMENTAL SHEET(S) FOR DETAILED LISTING OF ACTIVITIES.**

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTU
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 1 (Rev. 06/22)

REPORT NUMBER 7
(Supplemental Sheet 1)

SAMPLE BILLING

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
BY THE COUNTIES

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
Sacramento	20-XXXX-XXX-SA	July - June 2020-2021

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
ABC Nursery	A1110.01	1/1/2020	10	3	20	
XYZ Nursery	D2345.G01	3/28/2020	100			
UMBER OF LOCATIONS INSPECTE		TOTAL ACRES:	110.00	3.00	20.00	

NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	CDFA USE ONLY
Exclude retail only nurseries			

SIGNATURE:	TITLE:	DATE:

*** Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

*** Type 2 & 4 =** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 1 (Rev. 06/22)

REPORT NUMBER 7
(Supplemental Sheet 1)

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
BY THE COUNTIES

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	

NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:				

NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	FEE EXEMPT (LICENSE NUMBER)	

SIGNATURE:	TITLE:	DATE:

*** Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

*** Type 2 & 4 =** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 2 (Rev. 06/22)

REPORT NUMBER 7
(Supplemental Sheet 2)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
NUMBER OF LOCATIONS INSPECTED:		**TOTAL ACRES:**	**0.00**	**0.00**	**0.00**	

*** Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

*** Type 2 & 4=** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 3 (Rev. 06/22)

REPORT NUMBER 7

(Supplemental Sheet 3)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

REINSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE 1st Inspection	DATE 2nd Inspection	NO. OF ACRES REINSPECTED		
				TYPE 1*	TYPE 2*	TYPE 4*
NO. LOCATIONS INSPECTED:			TOTAL ACRES:			

*** Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

*** Type 2 & 4=** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)

Nursery Inspection Report - Submit Quarterly

Include time spent on activities related to enforcement of State Nursery Laws and Regulations. *Do not report time spent on inspections of nursery stock shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

Section A. Nursery Inspections

Report in this section the number of regulatory inspections and the total time spent for such inspections. Regulatory inspections include inspecting nurseries for pest cleanliness, labeling, and grades and standards. Several partial inspections may be required to complete a required inspection at a given location. Such inspections should be counted as one inspection at a given location. Time spent by county personnel in nurseries for collecting, preparing and submitting pest specimens and/or plant samples for identification by the CDFA Diagnostics Lab (Activity code 70 in Form 65-020, Pest and Damage Record), and for providing information on pest control operations for pest cleanliness may be included for determining the hours for a given location. Details of the nursery, such as name of nursery, license number, acreage used for production, storage and sale of nursery stock, type of nursery stock, etc., must be entered on the supplemental sheet for report number 7.

The time spent on follow-up inspections of nurseries to determine compliance with pest cleanliness requirements, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance, etc., must be indicated under 'reinspection for noncompliance.'

Nursery inspection for nematode certification at a given location, such as for supervision of soil fumigation, sampling for nematodes, etc., must be reported on a different form (Form 64-054, NURSERY STOCK NEMATODE CERTIFICATION). However, the total time spent on nursery inspections for nematode certification during the month must be included in the last column of Report 7 and in the total hours for section A.

Section B. Licensing Activities

Report in this section the time spent by county personnel in nurseries for initial inspection of new applicants for a License to Sell Nursery Stock, or for verifying a License to Sell Nursery Stock. Indicate the number of nurseries licensed under the column 'new' or 'renewals' as appropriate, and the time spent on such activity in the last column (hours). Name(s) of nursery must be entered on the supplemental sheet for report number 7

Section C. Enforcement Actions

Report in this section the time spent by county personnel on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions related to nursery laws.

Section D. Program Support Activities

Report in this section the time spent by county personnel on program support activities such as planning, training, administration, etc., that are essential for enforcement of nursery laws and regulations.

Section E. Comments

Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.

Mariposa
FY2024-25

Budget

The amount payable under this agreement shall not exceed **$500.00**.

Recipient shall be paid based on the Recipient's actual hourly staff rate for the current Fiscal Year for nursery investigative work on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions including abatement related to nursery laws provided such investigative work is approved in advance by the CDFA Grant Manager. Payments made for enforcement activity invoices shall be paid out from the county contract amount. Please note that all types invoicing cannot exceed total contracted amount.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-304

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Vincent Kehoe, Assessor/Recorder

RE: Approve an Agreement with Avenu Enterprise Solutions, LLC for Information Technology Products and Services Amendment No. 5 and Symphony Third Party Maintenance; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Avenu Enterprise Solutions, LLC for Information Technology Products and Services Amendment No. 5 and Symphony Third Party Maintenance; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This company provides the technology needed to operate the county recording system.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Approve Amendment Number 5 with Avenu Enterprise Solution, LLC, Increasing the Amount from the previous year by $690, for a New Amount not to Exceed $22,603, for technology products and services needed to operate and maintain the County recording system; Authorize the Board of Supervisors Chair to Sign the Amendment and third party maintenance agreement. The Board has approved 4 previous amendment-agreements with this company.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without approval, the County Recorder would not be able to record official documents such as various types of deeds (Grant Deed, Deed of Trust, Quitclaim Deed) and vital records such as Certificates of Birth, Death and Marriage.

FINANCIAL IMPACT

This is a budgeted item; no additional funds requested.

ATTACHMENTS

1. **Avenu Enterprise Solutions Amendment Number 5 for 2024-2025**
2. **Avenu Enterprise Solutions Third Party Maintenance Agreement for 2024-2025**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
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

EXCUSED: District I Supervisor Rosemarie Smallcombe

Agreement for Information Technology Products and Services Amendment No. 5

Avenu Enterprise Solutions, LLC

Mariposa County, California

This fifth amendment ("Amendment No. 5") is made by and between **Avenu Enterprise Solutions, LLC**, 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 ("Avenu") and **Mariposa County**, 4982 10th Street, Mariposa, CA 95338 ("Client").

RECITALS

WHEREAS, Client and Avenu executed the Agreement for Information Technology Products and Services ("Agreement"), effective July 1, 2018 as amended from time to time; and

WHEREAS, the parties have amended the Agreement over time, culminating in Amendment No. 4; and

WHEREAS, the parties seek to amend the Agreement with this Amendment No. 5 to extend the Term of the Agreement for an additional one-year period through June 30, 2025.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Avenu and Client (each individually a "party" and collectively, the "parties") agree as follows:

1. This Amendment No. 5 is effective on July 1, 2024 ("Amendment Effective Date").

2. Section 2 of the Agreement (Term) is amended with the following:

   This Agreement is hereby extended for an additional one-year period, from July 1, 2024 through June 30, 2025, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term").

3. As of the Amendment Effective Date, the price schedule in Schedule A (Statement of Work), Section C (Payment and Rates), is deleted in its entirety and replaced with the following:

Services	Price
Annual Symphony Maintenance	$12,495.00 per year
Symphony Redaction Maintenance	$1,995.00 per year

4. All other terms and conditions of the Agreement, except as modified by this Amendment No. 5, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and Client have executed this Amendment No. 5.

Avenu Enterprise Solutions, LLC	**Mariposa County**
James Barkman	
Authorized Signature	Authorized Signature
James Barkman	
Name	Name
Chief Financial Officer	
Title	Title
5/29/2024	
Date	Date

Avenu Enterprise Solutions, LLC.

CUSTOMER NO	DATE	Platform	Cost center (Sales support)
	4/12/2024	GRM/Symphony/Third Party	

*Please use **new** customer number from the customer list.*

BILL TO	SHIP TO
Mariposa County	same
P.O. Box 35	
4982 10th Street	
Mariposa, CA 95338	

E-mail address: vkehoe@mariposacounty.org

CUSTOMER CONTACT: Vince Kehoe PHONE: (209) 966-2332 P.O. NO.:

SALES REP: Tanmin Rima REP'S NO.: (669) 204-9539

TERM START DATE 7/1/2024 END DATE 6/30/2025

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
	Third Party Maintenance			$ -
				$ -
	Fujitsu Scanner Maintenance	1	2,657.00	$ 2,657.00
	Kofax Ascent Capture Maintenance	1	1,240.00	$ 1,240.00
	Mentis aiRedact Maintenance	1	4,216.00	$ 4,216.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
8840104	Freight - At Cost As Needed			$ -
SPECIAL INSTRUCTIONS			SUBTOTAL	$ 8,113.00
			TAX % i.e. .08 or .0725	
			SALES TAX	
			FREIGHT F.O.B.	
			TOTAL	$ 8,113.00

CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize Avenu to proceed on this matter as set forth herein.

CUSTOMER SIGNATURE: _____ ***DATE:*** _____

PRINTED NAME: _____

AVENU SIGNATURE: James Barkman **DATE:** 6/10/2024

James Barkman

Terms and Conditions:

Payment Terms: Customer agrees to remit payment to Avenu within 30 days from issuance of invoice.

Limited Warranty: Hardware and Commercial Software Warranties: If third-party hardware and/or commercial software is furnished under this Agreement, then Avenu shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. Avenu shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Rights to Third Party Software: Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requested Avenu to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes Avenu to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

Limitation of Liability: IN NO EVENT SHALL AVENU BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TEN PERCENT (10%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL AVENU BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST AVENU ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL AVENU BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

Ownership of Data: Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to Avenu, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

Risk of Loss & Title: Avenu shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

Returns: Customer may return hardware and commercial software products purchased from Avenu within 15 days from the date products were delivered to the Customer's site.

Termination for Breach: If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within twenty (20) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this agreement for breach. Termination by Avenu shall be effective upon written notice to Customer. Customer agrees to discontinue use of all Avenu-owned materials no later than the effective date of termination and return such Avenu-owned materials to Avenu within thirty (30) calendar days after termination. If Avenu materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within twenty (20) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Customer may terminate this agreement for breach.

Entire Agreement: The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides Avenu with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

Stop Work: Avenu is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will Avenu be required to perform services or provide deliverables in the absence of available funding.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in June of 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in June of 2024.

Per Resolution 22-116 Section 5.2.1.4, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Software as a Service License Agreements Executed each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Software as a Licence Report 7-16-24**

Software Report

Board Agenda Item for July 16, 2024

Contractor	Amount	Term	Service	Department
RICOH	$50,114	6-10-24 to 6-10-25	Ransomware Containment	ADMIN/IT
FirstNet	$34,995	Ongoing	Emergency Responders Communication	HHSA
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: 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 June of 2024

RECOMMENDATION AND JUSTIFICATION

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 June of 2024.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the CAO has authorized.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **CAO approved agreements 7-16-24**

BOARD REPORT ON CAO EXECUTED CONTRACTS CA.5

Board Agenda Item for July 16, 2024

Contractor	Amount	Term	Service	Department
Area 12 Agency on Aging	$42,014	7-1-24 to 6-30-25	Administrative Match Agreement for FY25	ADMIN
Collective Spirits, LLC Dba: Coulter Café and General Store	$45,000	7-1-24 to 6-30-25	Dining Services for North County	HHSA
The Copperpot Café, LLC	$45,000	7-1-24 to 6-30-25	Dining Services for North County	HHSA
Advanced IPM	$42,000	7-1-24 to 6-30-25	Pest and Squirrel Control	Public Works
Central Valley Environmental	$21,308	6-10-24 to 7-24-24	Asbestos Abatement	Public Works
Merced County Regional Waste Authority	$60,000	6-5-24 to 6-30-25	Disposal of Solid Waste	Public Works
S&S Electric	$32,384	5-30-24 to 6-30-24	Second Amendment (Compensation) Public Works Remodel	Public Works
Bartle Wells Associates	$60,000	1-18-22 to 1-30-25	Third Amendment Water, Sewer Rate Studies and Road Assessment	Public Works
The Freeman Family 1991 Revocable Trust	$34,855	7-1-24 to 6-30-25	Rental of ACO Building	Sheriff's Office
Ambrosini Helicopters Inc	$30,000	4-1-24 to 3-31-25	Helicopter Operations	Sheriff's Office
TracNet	$30,563	7-1-24 to 12-31-24	Software Product License Agreement	Sheriff's Office

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	July 16, 2024
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **240327 Merced River Trail Final Minutes**
2. **240426 HPAC Minutes FINAL**
3. **240517 PC FINAL Minutes**
4. **240603 HPAC Minutes FINAL**

MARIPOSA COUNTY
Merced River Trail Community Working Group

MEETING MINUTES

DATE: **March 27, 2024**
TIME: **12:00 PM**
LOCATION: **Development Services Conference Room**
5100 BULLION STREET, MARIPOSA, CA

1. CALL TO ORDER: Harrison called the meeting to order at 12:30PM

Members Present: Michael Martin, Wendy Brown, Susie Clark, Jeff Jenkins
Ex-Oficio Members Present: Rosemarie Smallcombe
Members Absent: Bill King
Visitors: None

2. APPROVAL OF MINUTES FROM THE SEPTEMBER 20th 2023
The minutes were passed by Brown, Clark, and Jenkins.

3. PUBLIC COMMENT ON NON-AGENDA ITEMS
No public comment.

4. UPDATE ON MERCED RIVER TRAIL
a. **Site Visit with BLM and USFS** – Fassett shared that there was a site visit along the Forestra Road with Stanislaus National Forest representatives in October last year. About 10 SNF staff were present along with David Greenwood from BLM. The Stanislaus staff saw many administrative hurdles to redesignating the road as a trail and were concerned about the cost of pedestrian/road bridges to replace burned out bridges. Stanislaus National Forest appears reluctant to take steps to formally designate their portions of the railroad grade a trail and begin the NEPA process without the County resolving the easement at Millers Gulch and determining the feasibility of the Foresta bypass.

Supervisor Smallcombe said that Mikey Goralnik set up a meeting to discuss the bridges last summer. In that meeting, the understanding was that if a bridge were built to Caltrans standard, the Forest Service would be comfortable with it

and would not be concerned about liability (Caltrans standards would require a two-lane bridge). Apart from this question, Public Works would have extreme difficulty with grading the road, so the question of bridge repair has been set aside.

Brown asked what Caltrans has to do with a County road. Supervisor Smallcombe responded that Don Florence who was previously in the County's Office of Emergency Services sought two sources of funding to replace the bridges: CALOES and Caltrans. Caltrans was willing to provide funding for two new bridges. However, it would have been a significant expenditure with a limited number of trips per day along that road. Ultimately, it was decided that it would be hard to justify.

Brown asked if the bridges would be for motorized travel. Supervisor Smallcombe said that El Portal residents and Forestra residents are interested in using the road as an emergency route. Brown said it would be nice to have an alternative entrance to the park because of the safety.

Fassett shared that Stanislaus NF has agreed to allow trail work with no ground disturbance (i.e. brushing) along the railroad grade and that work is beginning next week with an AmeriCorps NCCC crew.

Harrison shared that there are only three members on the trail team for Stanislaus National Forest.

Martin said that his understanding was that County Counsel was looking at perfecting the easement at Millers Gulch. He emphasized that, as a matter of importance to the trail, this issue needs to be resolved. Supervisor Smallcombe said that she would ask County Counsel.

Martin further explained that, prior to being a railroad grade, the path was a toll road. It was the originally designated as the "Bolton Trail" – the Bolton Trail ran up the North Fork and, ultimately, adjacent to the Miller Gulch private holding. It was a horse trail and footpath. The document, Martin said, was adopted in 1856.

Fassett said that he would email Jose Hernandez from Stanislaus National Forest to see if trail workers have visited the site since their last conversation.

Supervisor Smallcombe said she serves on the Upper Merced River Watershed Council board. The Council has applied for an American Waters Grant: $50K for a sign plan along the Merced River Trail.

Smallcombe asked two questions of the group: As the Upper Merced River Watershed Council becomes more active, how do we ensure some communication between UMRWC and this Working Group? If the Council is successful in getting the grant, Smallcombe wondered if the "no ground disturbance" question would apply to signage. Smallcombe emphasized the importance of signage. Clark said that signage should not require significant environmental study. Jenkins mentioned that we need to define, according to the Forest Service, what "ground disturbance" entails.

Martin said that previously he led an effort to establish full data loggers in the Merced River and they received a use permit. They had a restriction that you no navigation hazard could be created. Jenkins suggested that there was precedent for signage on the BLM land.

b. **New Maps** - Harrison shared that new maps were developed with the assistance of Mariposa County's GIS team. The maps can shared when we speak publicly about the Merced River Trail. The map shows what roads are County-maintained and not County-maintained and what portions are in Forest Service, BLM property, etc.

c. **Updates from Committee Members** – Clark shared that she sent an email with what they have done so far. Brown asked how the subcommittees were decided upon. The committee discussed how the subcommittee structure came about.

5. COMMITTEE BUSINESS

a. **Approve 2024 Meeting Dates** – The group decided to meet every other month with ad hoc meetings outside of regular meeting times.

b. **Elect Officers** – Michael Martin was elected the chair of the group. The motion was raised by Clark and seconded by Brown.
Wendy Brown was elected Vice Chair. The motion was raised by Clark and seconded by Jenkins.

c. **Discuss Future of the Community Working Group** -

Harrison said she will reach out to Tara about a representative from the Southern Sierra Miwuk Nation joining the group.

Harrison said that after meeting with individual committee members, there was an interest in ad hoc committees that dealt with specific pressing issue.

Jenkins proposed having two groups: (1) right-of-way easements / (2) signage / interpretation. Harrison also suggested a group related to the MID settlement.

Martin shared what's happened in the last month related to the Merced Irrigation District's FERC re-licensing. Court actions will likely delay for another year the execution of the re-licensing and could lead to increased requirements for fisheries. Martin said he would personally continue on this regardless of which ad hoc he joins He emphasized the recreation plan is feasible, proper, appropriate agreed to.

Supervisor Smallcombe and Clark discussed action priority items on the subcommittee list. Smallcombe asked if designating the USFS portion of the trail (2.4) was part of staff's discussion with USFS.

Smallcombe said that Caltrans is anticipating a walkway as part of the rockshed construction. Smallcombe said that she would contact Caltrans to better understand this. Martin clarified that Incline Road would be the focus for the Merced River Trail.

Clark and Jenkins emphasized the importance of consolidating all the information the group is collecting into a publicly available portal. Jenkins said it would serve as a toolbox.

Smallcombe said that we should ask the Upper Merced River Watershed Council about what their proposal.

It was decided that Brown and Martin would serve on the easement and right-of-way ad hoc and that Clark and Jenkins would be on the signage / interpretation ad hoc.

Harrison said that County staff would follow-up with ad hoc group to arrange the next meetings

6. FUTURE AGENDA ITEMS

7. ADJOURN: The meeting adjourned at 1:52PM.

Minutes Prepared by: Will Fassett

Mariposa County

http://www.mariposacounty.org/
The Planning Department

HOUSING PROGRAMS ADVISORY COMMITTEE MEETING MINUTES *FINAL*

April 26, 2024

TIME: 4:00 P.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR; BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Housing Programs Advisory Committee (HPAC) meeting was called to order by Roger Powell, Chair at 4:03 PM

Present: Roger Powell, Kim Tucker, Zoe Alexander, Karen Smith, Danielle Bradshaw and Heath Harris. Kevin Spach (arrived at 4:07 PM)
Staff: Steve Engfer, Polina Pivak, Sophea Craighead

2. Approval of Minutes

a. Meeting of March 21st, 2024

By a unanimous vote, the HPAC approved the March 21, 2024, draft minutes as presented. A motion by Smith, and a second by Tucker. 5 ayes, 0 nays, 5 excused (Kevin Spach, arrived late) Hal Nolen, Dana Swart, Paul Daysh and Danielle Bradshaw. Motion passed.

3. Public Comment on Non-Agenda Items

There was no public comment received.

4. Committee Business

a. Overview by County Staff Regarding Citizen Advisory Committee Policies and Procedures Included in HPAC Committee Member Welcome Packets Received on 3/21/2024

Polina Pivak opened the item and briefly reviewed the handouts given on March 21, 2024, and asked the committee members if they had any questions regarding the policy and procedures. HPAC committee members did not have any questions.

Kevin Spach arrived to the meeting.

b. Establish Necessary Ad-Hoc Working Group(s) for Housing Element Update

Pivak opened the item and explained the Ad-Hoc responsibilities, rules and provided an update on the Housing Element regarding a time extension request to the state due to the 60-day public notice requirement, therefore update will not meet the June 30, 2024, deadline.

A discussion was had regarding creating the three Ad-Hoc committees and the meeting was turned over to Chair Powell for committee nominations and motions.

Overarching Housing Element Review Ad-Hoc: Powell and Smith volunteered.

A motion by Tucker, seconded by Harris, to approve Roger Powell and Karen Smith to the Overarching Housing Element Review Ad-Hoc. 7 ayes, 0 nays, 3 excused (Hal Nolen, Dana Swart and Paul Daysh). Motion passed.

Special Housing Needs Ad-Hoc: Smith nominated Hal Nolen, who was excused from this meeting. Kim Tucker, Danielle Bradshaw and Kevin Spach volunteered.

A motion by Smith, seconded by Harris, to approve Kim Tucker, Hal Nolen (will need to accept the nomination), Danielle Bradshaw and Keven Spack to the Special Housing Needs Ad-Hoc. 7 ayes, 0 nays, 3 excused (Hal Nolen, Dana Swart and Paul Daysh). Motion passed.

Development Constraints Ad-Hoc: Powell and Alexander volunteered.

A motion by Smith, seconded by Harris, to approve Roger Powell and Zoe Alexander to the Development Constraints Ad-Hoc. 7 ayes, 0 nays, 3 excused (Hal Nolen, Dana Swart and Paul Daysh). Motion passed.

5. Discussion and Possible Action

a. Discussion on the Mariposa County Housing Element Update with Focus on Objectives A through D of Section 8.6 "Housing Goals, Policies, and Objectives," and Specific Discussion on Programs 2.1, 2.2, 2.4, 2.5, 2.6, 2.8, 3.3, 3.5, 4.1, 4.5, and 4.6.

- *Supporting material for this discussion can be found on the Planning Department webpage: https://www.mariposacounty.org/1142/Volume-I---Mariposa-County-Wide-General-; within the HPAC agenda packets for the 2/15/24 and 3/14/24 meetings: https://www.mariposacounty.org/2792/Agendas-Minutes. To request hard copies of the Housing Element, please contact ppivak@mariposacounty.org or request copies at the Planning Department counter (1st Floor of 5100 Bullion St., Mariposa).*

Chair Powell opened the item and announced that the HPAC will only discuss the first four objectives at this time.

1. Accommodating County's Housing Allocations
2. Providing Affordable Housing
3. Providing Adequate Sites and Services
4. Maintenance Rehabilitation and Replacement of Existing Housing Stock

Powell turned the meeting over to Pivak to discuss the different programs within each objective.

Pivak shared that there are certain policies that need changes within each of the objectives and before Pivak dived into programs 2.1 through 2.8, Powell wanted to share the edit to objective 1.1 which is an annual event and suggested changing it to a bi-annual event. Pivak agreed and will research whether this meets states requirements. There was no comment received for program 1.1.

Pivak addressed programs 2.1, 2.2, 2.4, 2.5, 2.8, 3.3, 3.5 and provided staff recommendations for each program. There was no comment received.

A discussion was had for program 2.6 regarding RV, mobile homes and tiny homes. HPAC members suggested incorporating the RV, mobile homes and tiny homes to be used for short- or long-term rentals; especially, for work force housing.

Pivak moved on to programs 2.8, 4.1, 4.5 and 4.6 that are related to housing rehabilitation and asked the HPAC members for input to make this program work. A discussion was had and further discussion of this program will be incorporated into the Ad-Hoc committees.

Pivak turned the meeting back over to Powell.

6. Future Agenda Items

Tucker would like to see the four categories that address the understanding of homelessness, especially category one.
Pivak suggested adding Ad-Hoc committee updates.
Spach would like to discuss the STR Study again.

7. Adjournment

There being no further business, the HPAC meeting was adjourned by Roger Powell at 5:11 PM.

Mariposa County

Mariposa County AGENDA of the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION
ACTION SUMMARY MINUTES - FINAL
MAY 17, 2024

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:03 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Present	9:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner McCamman led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. **Planning**

Planning Commission - Regular Meeting - March 15, 2024

By motion of Commissioner McCamman, seconded by Commissioner Herman, the Planning Commission approved the minutes of March 15, 2024 as presented. Motion passed.

RESULT: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman
NOES: None

ABSTAIN: None.
EXCUSED: None.

2. **Planning**

Planning Commission - Regular Meeting - April 19, 2024

By motion of Commissioner Smith, seconded by Commissioner Gray, the Planning Commission approved the minutes of April 19, 2024 as presented. Motion passed.

RESULT: APPROVED
AYES: Commissioner Gray, Commissioner Smith, Commissioner McCamman
NOES: None
ABSTAIN: Commissioner Baggett, Commissioner Herman
EXCUSED: None

E. Action Items

1. **Planning**

ACTION ITEM: Resolution of Approval for Conditional Use Permit No. 2024-052, Richard F. Roesch, Applicant. Assessor Parcel Number (APN) 012-050-070

Chair Baggett opened the item and introduced Planning Director, Steve Engfer, who announced that the applicant had requested a continuance to June 7, 2024 meeting, as they provided the revision of the project to include additional storage space and to allow for adequate staff time to evaluate the project.

By motion of Commissioner Herman, seconded by Commissioner McCamman, the Planning Commission approved the continuance of Resolution of Approval for Conditional Use Permit No. 2024-052, Richard F. Roesch Applicant, Assessor Parcel Number 012-050-0700 to a date and time certain, June 7, 2024 at 9 AM or as soon thereafter. Motion passed.

RESULT: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman
NOES: None
ABSTAIN: None
EXCUSED: None

F. Public Hearing

1. **Planning**

CONTINUED PUBLIC HEARING: Resolution of Approval for Amended Conditions Amended Site Plan Application No. 2023-005 (CUP 2017-117 Mariposa Biomass Project), West Biofuels, LLC, Applicant. Assessor Parcel Numbers (APNs) 012-050-066 and 012-050-067

Prior to presenting the project along with a PowerPoint presentation, Engfer announced that additional public comments were received this morning at 8 AM which has been provided to the Planning Commissioners and available in the back of the room for the public. Also, Engfer will address the public comments received during the presentation. He then introduced Jay Johnson and Matt Summers from the project team and Ray Kapahi who represents Mariposa County Air Pollution Control District.

Ray Kapahi provided a response to the public comments received regarding the air emission and toxic pollution as part of the presentation by Engfer.

Clarifying questions were asked by the Commission regarding the air quality reports, gas emission, cancer risk and State PM standards.

Baggett called a recess at 10:16 AM and reconvened at 10:31 AM.

Public comment was received by:

The following comments in opposition to the project were received by the public:
Tom Archibald and Brenda Archibald (Owners within the Mariposa Industrial Park), John Ward (Energy Distribution Partners out of Boston, Property Owner), Curtis Vincent (District 5 resident), Wendy Brown (Resident), Ruth Sellers (Resident), Kevin Barry (Resident), Kelly White (Resident), Greg Wass (Resident), Dennis Buck (Resident),

Jay Johnson (CEO for the Biomass Project) shared a story of how he got involved with the Biomass project, grant funding, finding the location and the purpose for this project and how this project would benefit the community. Then introduce his colleges that were present at the hearing and on the phone.

The following comments in support for the project were received by the public:
Barbara Cone (Fire Safe Council) read a comment from Jerry Lynch (Lynch Excavation) before providing her public comment. John Carrier (Resident) and Melinda Barrett (Mariposa County Resource Conservation District).

The following comments were received by the public who did not voice opposition or support for the project but voiced other concerns: Ed Broughtan, Bob Lang (Resident) and Paul Jarvie.

Matt Summers (Chief Operating Officer for West Biofuel) who addressed the public comments and the commission.

Bagget closed public comment.

During deliberation Staff, Kapahi and team members from the Mariposa Biomass project responded to the public comments received.

By Motion of Commissioner Smith, seconded by Commissioner McCamman, the Planning Commission adopted a resolution approving the requested tolling provision language applicability to surety agreement (bond) agency and related county processing time, pursuant to Condition of Approval No. 4 for CUP No. 2017-117; Site Plan Conformance pursuant to Condition No. 1 for CUP 2017-117; and Directing Staff to file in the Project record a California Environmental Quality Act (CEQA) Addendum pursuant to CEQA Guidelines 15164 for Conditional Use Permit (CUP) No. 2017-117; Amended Conditions Amended Site Plan Application No. 2023-005 (CUP 2017-117 Mariposa Biomass Project), West Biofuels, LLC, Applicant. Assessor Parcel Numbers (APNs) 012-050-066 and 012-050-067, 5673 Copper Leaf Dr., Mariposa, CA 95338. Motion passed. PC Reso No. 2024-006

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Smith, Commissioner McCamman
NOES: Commissioner Herman
ABSTAIN: None
EXCUSED: None

2. **Planning**

PUBLIC HEARING: Adopt a resolution recommending that the Board of Supervisors accept the 2023 General Plan Annual Report and direct staff to forward the final resolution for the

2023 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research, County Project No. 2024-015

Engfer stated that due to time constraint from the presenters, Planning Staff has requested a continuance to June 7, 2024 meeting at 9 AM or as soon thereafter.

By Motion of Commissioner Smith, seconded by Commissioner Herman, the Planning Commission approved the continuance to adopt a resolution recommending that the Board of Supervisors accept the 2023 General Plan Annual Report and direct staff to forward the final resolution for the 2023 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research, County Project No. 2024-015. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith, Commissioner McCamman
NOES: None
ABSTAIN: None
EXCUSED: None

G. Commissioner Reports

There was no information received by the commission.

H. Information Items

Information received by Engfer.

I. Future Agenda Items

None.

J. Adjournment

There being no further business the meeting was adjourned at 12:00 PM.

Respectfully submitted,

_____
ART BAGGETT, Chair
Mariposa County Planning Commission

_____
SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Mariposa County

http://www.mariposacounty.org/
The Planning Department

HOUSING PROGRAMS ADVISORY COMMITTEE (HPAC) MINUTES *FINAL*

JUNE 3, 2024

TIME: 4:00 P.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR; BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Housing Programs Advisory Committee (HPAC) meeting was called to order by Roger Powell, Chair at 4:04 PM

Present: Roger Powell, Karen Smith, Kevin Spach, Danielle Bradshaw, Hal Nolen, Dana Swarth
Excused: Heath Harris, Zoe Alexander, Paul Daysh, Kim Tucker
Staff: Ben Goger, Polina Pivak

2. Approval of Minutes

a. Meeting of April 26th, 2024

By a unanimous vote, the HPAC approved the April 26, 2024, draft minutes as presented. A motion by Smith and a second by Spach.

3. Public Comment on Non-Agenda Items

4. Committee Business

a. Ad-Hoc Updates:

- Development Constraints Ad-Hoc

  Pivak presented a brief summary on the ad-hoc discussion on development constraints for housing, which included updating the data in this section, clearer permitting information, infrastructure needs, zoning and land use limits, natural hazards, and aging housing.

  Smith mentioned that insurance rates are also an important factor in development constraints.

- Special Housing Needs

  Spach presented a brief summary on the ad-hoc discussion for the special housing needs, which included senior housing needs, National Park Service housing, and the overlap of this issue with development constraints.

  Bradshaw mentioned that transportation needs throughout the

County was also an important point of discussion.

5. Discussion and Possible Action

a. Discussion on New Programs for Section 8.6:

- Mariposa County to Achieve Pro-Housing Designation with the State Department of Housing and Community Development
- Local Housing Trust; activated and funded
- SB 1332 Compliance for ADU program. This will be done with Mother Lode ADU
- Permit Ready Master Plans
- Housing in Phase IV of the Mariposa Creek Parkway
- Missouri Gulch: NPS Workforce Housing Development
- Others

Goger summarized the new programs proposed above and requested direction from the committee. The committee demonstrated support for the above programs with advice to increase housing density within the Town Planning Area by "building-up," make ADU permit ready master plans adaptable to normal single-family residences, and prioritizing low-income and senior housing, with mixed-income housing being the aspirational goal.

Pivak also mentioned that a new program should be to make Mariposa County land use and zoning regulations consistent with state law, which may require greater staff work to evaluate the changes, such as a California Environmental Quality Act determination.

Powell recommended adding a program to reduce the minimum lot size from 9000 square feet to 4500 square feet within the Town Planning Area.

b. Discussion on the Mariposa County Housing Element Update with Focus on Objectives E through I of Section 8.6 "Housing Goals, Policies, and Objectives," with Specific Discussion on Programs 5.2, 5.3, 5.5, 5.9, 5.10, 5.11, 5.13, 6.2, G, and 8.2

- *Supporting material for this discussion can be found on the Planning Department webpage: https://www.mariposacounty.org/1142/Volume-I---Mariposa-County-Wide-General-; within the HPAC agenda packets for the 2/15/24 and 3/14/24 meetings: https://www.mariposacounty.org/2792/Agendas-Minutes. To request hard copies of the Housing Element, please contact ppivak@mariposacounty.org or request copies at the Planning Department counter (1st Floor of 5100 Bullion St., Mariposa).*

Discussion was tabled until the next meeting.

6. Future Agenda Items

HPAC directed staff to include the following as agenda items at the next meeting:

- *Preventing homelessness by adopting holistic eviction process regulation with social assistance, landlord and renter relations, and rent control.*

7. Adjournment

There being no further business, the HPAC meeting was adjourned by Chair Powell at 5:10 PM.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: 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 June of 2024

RECOMMENDATION AND JUSTIFICATION

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 June of 2024.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Department Head Approved Agreements 7-16-24**

Department Head Approved Agrement

Board Agenda Item for July 16, 2024

Contractor	Amount	Term	Service	Department
Craig West, Psy. D. Psychwest, Clinical and Forensic Psychology, Inc.	$10,000	6-4-24 to 6-3-27	Expert Witness Services	DA
OHD, LLLP	$1,200	6-14-24 to 11-30-24	Calibration of Respirator Fit Tester	FIRE
Brian Cross	$3,700	5-30-24 to 6-30-24	Training Services in MHOCSA	HHSA
Matson Alarm Co, Inc.	$3,000	2-1-24 to 4-30-25	Alarm (Monitoring and Service)	HHSA
Michael B. Jones	$14,500	7-1-24 to 6-30-24	Counseling	HHSA
Michael B. Jones	$11,000	7-1-24 to 6-30-25	Counseling - Psychological Evaluation	HHSA
Tait Environmental Services, Inc	$12,000	6-1-24 to 11-30-24	Update County Emergency Plan Consultation	HHSA
Alliance for Community Transformations	$10,000	7-1-24 to 6-30-25	Anger Management Program for Youth and Teens	Probation
Barton Overhead Door	$5,000	7-1-24 to 6-30-25	Service for Government Center Fire Door	Public Works
El Dorado Septic Services, Inc.	$3,000	7-1-24 to 6-30-25	County Fire Septic Services	Public Works
Drugtech Toxicology Services, LLC	$9,000	7-1-23 to 6-30-24	First Amendment (Compensation) Random Drug Testing	Public Works
Hoffman Security	$300	5-10-24 to 6-30-24	Station 22 Smoke Detectors	Public Works
Jerico Fire Protection Company, Inc	$12,000	7-1-24 to 6-30-25	County Fire Sprinklers	Public Works
Jorgensen Company	$8,000	7-1-24 to 6-30-25	County Fire Extinguishers	Public Works
Barry's Drywall	$15,485	3-4-24 to 6-30-24	Second Amendment (Compensation) PW Remodel	Public Works
Mariposa Portable Sanitation, LLC.	$15,000	7-1-24 to 6-30-25	ADA Complaint Wash Station and Portable Toilet Rental and Services	Public Works
The Water Connection, Inc.	$6,000	7-1-24 to 6-30-25	County Backflow	Public Works

Law Search Associates	$3,160	4-1-22 to 6-30-24	Legal Research Material to Inmates	Sheriff's Office
APCO Automated Frequency Coordination	$10,000	4-1-24 to 3-31-25	FCC Radio Station Licensing	Sheriff's Office
Cellebrite, LLC	$19,465	7-1-24 to 6-30-25	Digital Intelligence Investigative Software	Sheriff's Office
Modern Air	$20,000	7-1-24 to 6-30-25	Heating and Cooling Services	Sheriff's Office
Summit Electric	$20,000	7-1-24 to 6-30-25	Electrical Services	Sheriff's Office
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637

RECOMMENDATION AND JUSTIFICATION

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637.

Per Resolution 22-637, Section 10.2 of the Committee Policy, each committee shall prepare and submit an annual written report to the Board of Supervisors, through the Clerk of the Board by April 1st of each year, beginning in 2023, that includes a summary of their activities and accomplishments during the last year, as well as committee goals and initiatives for the next year.

10.2 A. Each annual report shall minimally include the following information:

A. An overview of the projects/issues/topics considered by the committee in the preceding year;

B. How the projects/issues/topics fall within the committee's purpose;

C. Any issues impeding committee effectiveness; and

D. Goals and objectives for the next year.

B. Committees are at liberty to add additional information to the annual report as they see fit.

10.3 It is the intent of this policy that written reports are communications between the committees and the Board of Supervisors and will, consequently, be written and prepared by the committee members rather than staff.

10.4 Written reports should be submitted to the Clerk of the Board of Supervisors who will schedule and prepare a Board item in coordination with the committee chairperson.

10.5 Committees that do not submit a report by May 1st of each year shall be reviewed by the Board of Supervisors and appropriate action, including dissolution of the committee prior to the sunset date, may be considered.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board Adopted Resolution 2022-637 Requiring Committees to Submit an Annual Written Report.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the current and future projects of the committees.

FINANCIAL IMPACT

Not Aplicable.

ATTACHMENTS

1. **2023 HPAC Annual Report Memo**
2. **Local Child Care Planning Council BOS Report 2024**

Mariposa County
Planning Department

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

sengfer@mariposacounty.org

ppivak@mariposacounty.org

Mariposa,
CA 95338

STEVE ENGFER
Planning Director

POLINA PIVAK
Housing and Community
Development Specialist

MEMORANDUM

Date: June 20, 2024
To: Board of Supervisors
From: Steve Engfer, Planning Director
Topic: Housing Programs Advisory Committee (HPAC) 2023 Annual Report

---

Please note, that the Housing Programs Advisory Committee (HPAC) does not have annual report to submit to the Board of Supervisors for 2023, because the committee was only reconvened on February 15, 2024, for the first time since August of 2020 for the purpose of the Housing Element 5-year update. HPAC will have annual report to submit in April of 2025 for their work during 2024.

Thank you.

With the completion of our Strategic Plan & Needs Assessment the council began the process of implementing some of those goals.

We continue to do community outreach by offering" Child Care Chatter", a monthly news article for the Mariposa Gazette. The article is written to offer parents support and information in regards to child care in our area. It also is used as a tool to recognize current Providers and hopefully recruit more Family Child Care Providers, as our community has a minimal amount for parents to choose from. The Council has also brought back the" Provider Spotlight". This being an article written for the Mariposa Gazette, to spotlight a child care Provider in our county. This has been helpful in relationship building between the council & community. In just a very short, informative read, you feel as though you almost know the Provider. Both of these articles are written by Local Child Care Planning Council Coordinator, Amber Chambers. The feedback on the articles has been extremely positive and we look forward to offering more helpful, informative articles for the community.

We cohosted the "Spring Retreat" with ICES. This was an opportunity for licensed Providers, Preschool staff & those interested in getting a license to do childcare to come together. Funding allowed for 20 individuals to attend the Retreat held at the Tenaya Lodge in Fish Camp. Presenters for the Retreat included a speaker on Conscience Discipline & Trauma Informed Care on Saturday, following up with a dynamic motivational speaker on Relationships & Team building on Sunday. Lodging and all meals were included to the attendee free of charge. We were happy to have Nikki with First 5 come Saturday evening and host a BINGO game, with prizes graciously donated locally. Providers who were not aware of First 5 and services they offer, enjoyed getting to know about the program and its Director Nikki. Feedback from the Providers was very positive. Many of them wanting to implement new things learned into their program. The Council considered the Spring Retreat to be extremely successful. We enjoyed the collaboration with local agencies and plan on it being an annual event if possible.

The LPC website continues to be a work in progress. We are in the process of adding Board information and pictures of council members in addition to collecting pictures from local child care facilities to help highlight our work. We are working the kinks out with a new web designer as Carol Fong has retired.

We visited all licensed Preschools and Family Child Care homes in Mariposa at least once if not more, to offer support and guidance if needed. This is an ongoing service and home visits are done multiple times yearly as needed or as requested by Provider.

We continue to work with MCUSD, ICES, and local Preschools and Family Child Care homes by offering information and support to ease the transition into TK from child care for 4 year olds and their parents.

We continued our collaboration with First 5 Mariposa & Merced Co. Office of Education to bring training and accreditation to our Providers thru IMPACT. The goal of IMPACT is to target children 0-5 and their families to help them thrive by increasing the number of high quality early learning settings, including supporting and engaging families in the early learning process. This is done by conducting assessments,

coaching Providers, providing technical assistance to participants, providing professional development & inclusive practices to name a few. Currently we have 5 Providers participating in the IMPACT program.

We recognized Week of the Young Child by hanging children's art downtown and at the Board of Supervisors meeting room. A Proclamation claiming it Week of the Young Child was presented to the LPC. We also celebrated Provider Appreciation Day by delivering to all Providers and Preschool staff a THANK YOU card and gift certificate to our local Nursery for plants or whatever caught their eye. Providers were very appreciative.

On Provider Appreciation Day, Friday May 10, we cohosted the sign dedication ceremony at Woodland Hall. After months of planning, letter writing and collaboration with Mariposa Co. Parks & Rec. the Woodland Hall would now be named after Gussie Kidd and Jacki Lee for their years of service and dedication to this community. The Council Coordinator enjoyed working with partners to develop and create a beautiful sign for the new Kidd Lee Center of Woodland Park. Both Kidd and Lee attended the dedication ceremony as well as many school children and community members. We are extremely proud of this project.

We offered a training to all community members on Dyslexia. Rachel Seymour was the Presenter on the topic and it was very educational and enjoyed by all. Rachel offers education to teachers and parents on how to start helping students after assessments, how to get potential Dyslexic kids help they need and lessons on tutoring your own child. Rachel was trained thru the Bright Solutions Susan Barton program.

The LPC Coordinator remains a part of many local Boards or Commissions. She attends meetings as scheduled and offers input in regards to childcare in Mariposa as needed or as available.

In the upcoming year we hope to implement Directors luncheons monthly. These luncheons will center around getting center Directors to build a relationship, share information, give advice or tips, offer support to all in a relaxed setting. We had planned to implement them this year but due to people retiring and changing circumstances it was impossible.

We plan to continue outreach through our child care articles and Provider Spotlight.

We were pleased to have 2 new members apply to be a part of the Council this year. We look forward to working with them to improve child care in Mariposa County.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-305

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Memorandum of Understanding (MOU) with John C. Fremont Healthcare District (JCFHD) for Cost of Services Provided by Zaks Security One for an Amount Not to Exceed $180,000; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with John C. Fremont Healthcare District (JCFHD) for Cost of Services Provided by Zaks Security One for an Amount Not to Exceed $180,000; and Authorize the Board of Supervisors Chair to Sign the MOU.

Mariposa County Health and Human Services Agency (HHSA) and JCFHD seek to renew an MOU that develops a framework of cooperation in support of mutually beneficial programs. Specifically, HHSA will share the cost of services with JCFHD for Zaks Security One agreement. Zaks Security One provides security services and observes 5150 patients awaiting transfer from John C. Fremont Healthcare District at 5189 Hospital Road, Mariposa, California to a designated psychiatric facility.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an MOU with JCFHD for this specific purpose on December 5, 2023, through Resolution Number 2023-634.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is not approved, HHSA and JCFHD will need to seek an alternate solution and potentially disrupt a vital service requirement.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. John C. Fremont Healthcare District - 2025

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
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

EXCUSED: District I Supervisor Rosemarie Smallcombe

MOU Between the Health and Human Services Agency and John C. Fremont Healthcare District

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Health and Human Services Agency, hereinafter referred to as HHSA, and John C. Fremont Healthcare District, hereinafter referred to as JCFHD.

PURPOSE:

The purpose of this MOU is to continue to develop a framework of cooperation between HHSA and JCFHD to support mutually beneficial programs. Specifically, HHSA will share the cost of services with JCFHD for the Zaks Security agreement. The agreement has a term of July 1, 2024, through June 30, 2025.

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU benefits involved parties and serves the public through this cooperative effort to provide security services and observe 5150 patients awaiting transfer from John C. Fremont Healthcare District at 5189 Hospital Road, Mariposa, California to a designated psychiatric facility.

B. COMPENSATION:

Zaks Security One will be paid an hourly rate of $68.50 with a minimum of eight (8) hours per service request per staff, plus two (2) hours for travel (minimum of $685.00 per service call.). All rate information is outlined in Exhibit A of the Zaks Security One agreement. The total amount of the agreement is not to exceed $180,000, which equates to maximum of 262 service calls at $685.00 each. The rates may fluctuate up to 10% based on state rate effective on the date of services.

The Contract will be with JCFHD, in partnership with HHSA. HHSA will pay JCFHD $68.50 per hour for clients under 5150 hold or mental health crisis that are placed/referred by HHSA. Billing will be provided monthly on the 1st of each month with payment due by the 15th of each month.

C. RESPONSIBILITIES:

1. HHSA
   - Will refer clients to JCFHD and continue to coordinate services for clients admitted to the JCFHD facility for 5150 evaluations.
   - Will create an authorization list of the following staff personnel for JCFHD to communicate regarding identified clients at JCFHD facility.
     - HHSA Health Services Division Director
     - HHSA Deputy Director – Behavioral Health and Recovery Services

- HHSA Behavioral Health and Recovery Services Supervisors

2. JCFHD
   - Will maintain oversight of program and monitor delivery of services as specified in Exhibit A of Zaks Security One contract.
   - Will present and monitor need for JCFHD, Emergency Department, staff training on 5150 client safety and security workflows under this MOU.
   - Will periodically meet with Zaks Security One and HHSA to discuss program competence and potential process improvements.
   - Will contact one of the above stated HHSA authorities when a deputy initiated 5150 individual or self-admitted person in mental health crisis requires security services.
   - Will reserve the right to consult with HHSA authority to request authorization and activation of a Zaks Security One service call for an individual in crisis.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION:

   Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. TERMINATION:

   Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

3. PRINCIPAL CONTACTS: The principal contacts for this MOU are:

   John C. Fremont Healthcare District
   Patricia Ryan
   Interim Chief Executive Officer
   (209) 966-3631
   PO Box 216
   Mariposa CA 95338-0216

   Mariposa County Health and Human Services
   Kristina Keheley, Interim Director
   209-966-2000
   PO Box 99
   Mariposa CA 95338

4. COMMENCEMENT/EXPIRATION DATE:
This instrument shall become effective as of July 1, 2024, and is effective through June 30, 2025, at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

JCF Board approved 6/20/2024

Patricia Ryan, Interim Chief Executive Officer — Date
John C. Fremont Healthcare District

Miles Menetrey, Chair — Date
Mariposa County Board of Supervisors

Steven W. Dahlem — Date
County Counsel

Danielle Bondshu — Date
Mariposa County Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-306

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Willow Glen Care Center Dba: Sequoia Psychiatric Treatment Center in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Willow Glen Care Center Dba: Sequoia Psychiatric Treatment Center in the Amount of $200,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts for such placements. Multiple agreements are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current agreement with Sequoia Psychiatric Treatment Center was approved by the Board of Supervisors on Novebmer 7, 2023, by Resolution 2023-595.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, HHSA crisis response workers may have greater difficulty in finding placements for Mariposa community members who require emergency psychiatric hospitalization.

FINANCIAL IMPACT

There is no impact to the County General Fund

ATTACHMENTS

1. Sequoia Psychiatric Treatment Center 2025

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
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

EXCUSED: District I Supervisor Rosemarie Smallcombe

AGREEMENT FOR ADULT PSYCHIATRIC INPATIENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Willow Glen Care Center Dba: Sequoia Psychiatric Treatment Center, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

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

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $200,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Sequoia Psychiatric Treatment Center
1541 Plumas Court
Yuba City, CA 95991

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Jeff Payne, Executive Director Sequoia Psychiatric Treatment Center
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Sequoia Psychiatric Treatment Center (SPTC) is a locked, 16-bed Mental Health Rehabilitation Center (MHRC) in Yuba City, California. The facility is licensed and certified by the CaliforniaDepartment of Mental Health under the California Code of Regulations, Title 9, Division 1, to provide residential and rehabilitation services. The facility will serve mentally ill adults ages 18and older who do not require a higher level of acute psychiatric care, but require stabilization of their mental health condition and temporarily require a higher level of care than licensed residential or independent living.

The mission of SPTC is to assist mental health clients to stabilize their mental health condition,optimize their functioning, and help them to transition to a less restrictive level of care. It is expected that referrals will come from two primary sources: higher levels of acute, locked, or other long-term placements, such as state hospitals and IMD's, or from lower levels of supervised or independent living. SPTC also accepts 1370 (IST) clients. SPTC provides a client-driven, clinician supervised rehabilitation program model that will assist the client in identifying, practicing, and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements.

Services and Personnel
CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who areauthorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws ofthe State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided underthe direction of the Contractor Facility Director and shall meet appropriate professional standards.

Progress Notes and Discharge
Contractor shall notify County of the proposed discharge date of all persons served under thisAgreement.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)

CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements oflaw and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAASecurity Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI includingbut not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections 5328-
5328.1545 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921
et. seq.CMIA Ca Civil Code 56 through
56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS viaphone, fax, or mail with in 48 hours.(as defined by the HITECH Act)

Outgoing Patient Policy

CONTRACTOR agrees to prescribe 30 day supply of required medication to HHSA clients upondischarge from Contractor's facility.

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

Exhibit B
COST PROPOSAL

Willow Glen Care Center is pleased to report that it is completing its twenty-eighth year of service to the Counties in northern and central California. As we prepare for FY '24/'25, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '24/'25. The rate increase is principally the result of changing minimum wage laws in California affecting healthcare workers and the fast food industry. Market-appropriate increases to food and general supplies are also included in the new daily rate.

We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)	$260 a day
Casa Del Rio (Hanford, CA)	$200 a day
Trinity Pines. (Chico, CA)	$240 a day
Redwood Creek (Willits, CA)	13 – 16 clients at $190a day 10 – 12 clients at $245 a day 7 – 9 clients at $305a day 0 – 6 clients at $330 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at $215 a day 70 – 84 clients at $240 a day 0 – 69 clients at $250 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at $385 a day 31 – 35 clients at $405 a day 0 – 30 clients at $435 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	$410 a day

Residential Services/Board and Care as of 7/1/24

Cedar Grove	$850 a month
Sequoia Psychiatric Treatment Center	$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of $250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Multi-year contracts should include additional increases of $10 per day at each facility, for each year beyond FY '24/'25, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2024 to coincide with the renewal of the Willow Glen Care Center's contract for FY '24/'25. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904 We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/25/2024

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 Goodin Insurance Agency 400 Evans Street, PO Box 2 Sloan IA 51055	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 712-428-1555 **FAX (A/C, No):** 712-428-1553 **E-MAIL ADDRESS:** SloanOffice@GoodinIns.com
INSURED Willow Glen Care Center dba Sequoia Psychiatric Treatment Center 1547 Plumas Court Yuba City CA 95991	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : NonProfits' Insurance Alliance of California — 11845 INSURER B : Cypress Insurance Company — 10855 INSURER C : AXIS Insurance Company — 37273 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20240425102307154 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER	Y	N	2024-05287	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	2024-05287	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	2024-05287-UMB	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WIWC519785	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber Liability	N	N	RPS-AXIS-P-106854023	08/04/2023	08/04/2024		$1,000,000

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

The County of Mariposa, its officials, employees, and volunteers are named as Additional Insured with respects to General Liability and Auto Liability insurance is Primary and Noncontributory, and Waiver of Subrogation further applies to Work Comp when required in written contract per policy provisions, conditions, and exclusions.

CERTIFICATE HOLDER

County of Mariposa
PO Box 905
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-307

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Davis Guest Home, Inc., in the Amount of $550,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Davis Guest Home, Inc., in the Amount of $550,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Behavioral Health to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest Home has served Stanislaus and other counties for over 25 years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an agreement with Davis Guest Home on September 19, 2023 through Resolution 20023-513.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these individuals may be higher by not having a contract in place.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. Davis Guest Home 2025

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
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

EXCUSED: District I Supervisor Rosemarie Smallcombe

AGREEMENT FOR RESIDENTAL CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Davis Guest Home, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

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

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $550,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Davis Guest Home
1878 E. Hatch Rd.
Modesto, CA 95331

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Lonny Davis, Owner Davis Guest Home
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

A. DESCRIPTION OF SERVICES AND PROGRAM DESIGN

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining on ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.
3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

- Money Management/Budgeting Training
- Public Transportation Access/Utilization
- Interpersonal/Dyadic Communications Skills
- Family and Peer Relational Processes
- Nutritional/Menu Planning and Food Preparation
- Responsibility Orientation, Cause/Effect Sequences
- Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

- Current Events/Cultural Relativity
- Problem Solving/Life challenge-bridge
- Self-Disclosure/Transparency Therapy
- Healthy Responses to relational Pain/Trust Development
- Self Acceptance Support Group

Entertainment/Recreational

- Annual trips to Disneyland
- Concerts, Community Events
- Holiday Celebrations
- Movies, Games, and Sports.
- Bingo Bonanza
- Talent Shows/Competition
- Pizza/Ice Cream Socials
- Shopping Trips
- Birthday Celebrations
- Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.

6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home, qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patient's Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers, restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on

several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. A11 of our facilities are situated near public transportation. Altogether, Davis

Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis. Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of community Care Education Residential Provider Certification. and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service trainings provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each county's Department of Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as:

non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

12. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. A current copy of the “Davis Guest Home Rate Quote Sheet” is enclosed with this informational packet.

13. Terminating Placement

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident’s placement at CONTRACTOR’S facility. Residents that are moved from CONTRACTOR’S facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

14. HIPAA Compliance

CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

B. POLICIES REGARDING BED HOLD, CONSERVATORSHIP and LEAVE OF ABSENCES

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose MARIPOSA COUNTY conservatorship terminates while at CONTRACTOR's facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR's facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to MARIPOSA COUNTY for placement.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) days of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTOR's facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay CONTRACTOR with (30) days of receipt of an approved invoice.

Exhibit B
COST PROPOSAL

Fiscal Year 2024-2025 Rate Sheet

Transitional Rate Program/Services:

$ 1,398.07 SSI *
$1,418.07 SSI/SSA*
$165.00 Daily Patch Rate

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,398.07 per month for a client who receives one check and $1,418.07 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $1,000.00 daily for higher acuity, and $325.00 for private rooms. Behavioral patches may also apply and vary between $250-$450 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a

Stanislaus permanent resident. All efforts will be made to relocate such a client to the COUNTY of origin for placement.

Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance, or provision for medical care and treatments including payment arrangements.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTORs facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within the time frame indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration, they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Resident is relocated.

COUNTY agrees to provide Davis Guest Homes names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one hour.

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by the Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and county specific may not be added to the contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the resident as required by; Community Care Licensing, Title 22, Section 87506:

COUNTIES who are delinquent in payments to Davis Guest Homes will incur a penalty of $10.00 per day for each resident, beginning on the 45th day after payment is delinquent and continuing until account is paid in full.

COUNTIES who do not provide a contract by June 31st (resulting in delinquent payment) will incur a penalty of $10.00 per day for each resident beginning on July 1st and continuing until the account is paid in full.

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus COUNTY, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/16/2024

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
Arthur J. Gallagher Risk Management Services, LLC
2121 North California Boulevard, Suite 350
Walnut Creek CA 94596

License#: 0D69293

CONTACT NAME:
PHONE (A/C, No, Ext): 925-299-1112 **FAX (A/C, No):** 925-299-0328
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B : National Liability & Fire Insurance Co	20052
INSURER C : National Fire & Marine Insurance Co	20079
INSURER D : Hamilton Select Insurance Inc.	17178
INSURER E : Technology Insurance Company, Inc	42376
INSURER F :	

INSURED
DAVIGUE-01
DAVIS GUEST HOME, INC.
1878 EAST HATCH ROAD
MODESTO CA 95351

COVERAGES **CERTIFICATE NUMBER:** 889002409 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			01001457753	4/1/2024	4/1/2025	EACH OCCURRENCE	$
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ INCLUDED
	OTHER:						EACH CLAIM LIMIT	$ 1,000,000
B	**AUTOMOBILE LIABILITY**			73APB008370	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	☐ **UMBRELLA LIAB** ☐ OCCUR			AMXSHS31873401	4/1/2024	4/1/2025	EACH OCCURRENCE	$
	X **EXCESS LIAB** X CLAIMS-MADE						AGGREGATE	$ 1,000,000
	☐ DED ☐ RETENTION $						EACH CLAIM	$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			01001457753	4/1/2024	4/1/2025	$1,000,000/$3,000,000	EACH CLAIM/AGG.
C	EXCESS AUTO LIABILITY			72XAB010044	4/1/2024	4/1/2025	$2,000,000	LIMIT OF LIABILITY
E	CYBER LIABILITY			TCL174130000	4/1/2024	4/1/2025	$1,000,000	AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE IS PROVIDED AS PROOF OF INSURANCE WITH RESPECT TO COVERAGES, LIMITS AND EFFECTIVE DATES AS SHOWN.

CERTIFICATE HOLDER

MARIPOSA COUNTY
DEPARTMENT OF HUMAN SERVICES
PO BOX 99
MARIPOSA CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

Client#: 1653068 DAVISGUE2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/26/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Aislinn McKenney	
USI Insurance Services, LLC Lic # OG11911 10940 White Rock Rd 2nd Fl Rancho Cordova, CA 95670	PHONE (A/C, No, Ext): 916 883-0616	FAX (A/C, No): 610 537-2346
	E-MAIL ADDRESS: aislinn.mckenney@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Service American Indemnity Company	39152
INSURED Davis Guest Home, Inc. 1878 E Hatch Rd Modesto, CA 95351-5096	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	SATIS0355203	10/01/2023	10/01/2024	X PER STATUTE OTH-ER	
	Y / N: Y						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)

Blanket waiver of subrogation applies per form WC040306.

CERTIFICATE HOLDER

Mariposa Counseling Center
ATTN: Linda
P. O. Box 99
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY DECLARATIONS CHANGES

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100145775-3	06/21/2024 12:01AM at the Named Insured address shown on the Declarations	Davis Guest Home Inc
Additional Premium: $0	*Return Premium:* $0	

Policy Change Number: 2

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following item(s):

	Named Insured		Insured's Mailing Address
	Policy Number		Company
	Effective/Expiration Date		Insured's Legal Status/Business of Insured
	Retroactive Date		Premium Basis
X	Additional Interested Parties	X	Coverage Form and Endorsements
	Limits/Exposures		Deductibles
	Covered Property/Located Description		Classification/Class Codes
	Rates		Description of Operations
	Broker of Record		Increase/Decrease in Policy Values
	Company Fee Amendment		Location Address
	Extended Reporting Period Endorsement		

is (are) changed as shown {See Additional Pages(s)}:

The above amendments result in a change in the premium as shown above.

	If this box is checked, any additional premium shown above is considered non-refundable as of the effective date of the endorsement.

POLICY CHANGES ENDORSEMENT DESCRIPTION
Policy change number 1 is null and void Amend forms: AHL4013-0110 - Waiver of Transfer of Rights of Recovery Against Others to Us AHL5001-0221 - Additional Insured - Scheduled AHL5002-0221 - Scheduled Additional Insured - Primary and Non-Contributory

Signed By:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SCHEDULED

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100145775-3	06/21/2024 12:01AM at the Named Insured address shown on the Declarations	Davis Guest Home Inc
Additional Premium: $0	*Return Premium:* $0	

Policy Change Number: 2

This endorsement modifies insurance provided under the following:

ALLIED HEALTH GENERAL LIABILITY COVERAGE

SCHEDULE

Name and Address of Additional Insured(s):
County of Sonoma its Officers, Agents, and Employees Attn DHS Contract & Board Item Development, 3313 Chante Road, Santa Rosa, CA 95404
Solano County Mental Health, 275 Beck Avenue MS 5-250, Fairfield, CA 94533-6804
Santa Barbara County, 300 N San Antonio Road Bldg 3, Santa Barbara, CA 93110
County of Tuolumne Behavioral Health Department C/O Human Services Agency, 20075 Cedar Road North, Sonora, CA 95370
The County of Mariposa officers, officials, employees & volunteers, PO Box 905, Mariposa, CA 95338
San Luis Obispo County Behavioral Health Services, 2180 Johnson Avenue 2nd Floor, San Luis Obispo, CA 93401
Amador County Behavioral Health Department, 810 Court Street, Jackson, CA 95642
County of Monterey, its Officers, Agents and Employees, 1270 Natividad Road, Salinas, CA 93906
Tehama County Health Services Agency, PO Box 400, Red Bluff, CA 96080-0400
Modoc County Mental Health Services, 411 North Main Street, Alturas, CA 96101
Siskiuyou County Behavioral Health Services, 2060 Campus Drive, Yreka, CA 96097-9538
Santa Cruz County Department of Mental Health Health Services Agency, 1080 Emeline Avenue, Santa Cruz, CA 95061
San Mateo County Mental Health Services, 225 W 37th Avenue, San Mateo, CA 94403-4342
County of Napa, its Officers, Employees, Agents, and Volunteers, 2261 Elm Street, Napa, CA 94559-3721
County of Lake Behavioral Health Department, PO Box 1024, Lucerne, CA 95458
Del Notre County Department of Health & Human Services, 880 Northcrest Drive, Crescent City, CA 95531
Merced County Department of Mental Health, PO Box 2087, Merced, CA 95344
Mendocino County Mental Health BHRS, 1120 S Dora Street, Ukiah, CA 95482
Marin County Community Mental Health Services, 20 N San Pedro Suite 2028, San Rafael, CA 94903
Madera County Public Guardian Behavioral Health Services, PO Box 1288, Madera, CA 93639-1288
Lassen County Behavioral & Public Health Mental Health Division, 555 Hospital Lane, Susanville, CA 96130
County of Colusa Department of Behavioral Health, 162 E Carson Street Suite A, Colusa, CA 95932
Humboldt County Health & Human Services DHHS Mental Health, 720 Wood Street, Eureka, CA 95501-4482
Stanislaus County Behavioral Health & Recovery Services, 800 Scenic Drive, Modesto, CA 95350-6131
Alameda County BHCS Insurance Coordinator, 1900 Embarcadero Suite 205, Oakland, CA 94606
Tulare County Health and Human Services Agency, 5957 S Mooney Boulevard, Visalia, CA 93277-9394
San Joaquin County, 44 N San Joaquin Street Suite 540, Stockton, CA 95202
County of Placer, its Officers Agents, Employees and Volunteers, 11512 B Avenue, Auburn, CA 95603-2605
Sutter-Yuba Behavioral Health, 1965 Live Oak Blvd Suite A PO Box 1520, Yuba City, CA 95992
Glenn County Health and Human Services Agency Attn Administration, PO Box 611, Willows, CA 95988

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-308

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the First Amendment with Native Solutions Family Guidance Center, Memorandum of Understanding (MOU) for the Drinking Driver Program; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment with Native Solutions Family Guidance Center, Memorandum of Understanding (MOU) for the Drinking Driver Program; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Native Solutions will provide Drinking Driver Program Services to County clients, pursuant to the provisions outlined in California Code of Regulations, Title 9, Division 4 Chapter 3, April 2012. Native Solutions will obtain and maintain licensure through the Department of Healthcare Services (DHCS) for operation of DUI programs, including compliance with all training, certification and regulatory guidance per program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent Memorandum of Understanding with Native Solutions on May 3, 2022 through Resolution No. 2022-267.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County of Mariposa's ability to perform state-required DUI courses would be greatly hindered.

FINANCIAL IMPACT

Native Solutions will be reimbursed by client fees for the costs associated with this program. Native Solutions will pay HHSA a 2% administrative fee for oversight. There is no impact to the General Fund.

ATTACHMENTS

1. **Native Solutions MOU 2024 A01**
2. **Native Solutions 2023 - 2022-267**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
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

EXCUSED: District I Supervisor Rosemarie Smallcombe

FIRST AMENDMENT MEMORANDUM OF UNDERSTANDING BETWEEN

Mariposa County AND

Native Solutions

THIS FIRST AMENDED AGREEMENT is made and entered into __ day of _____, 20__ by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California ("COUNTY"), and NATIVE SOLUTIONS FAMILY GUIDANCE CENTER, a California Corporation ("CONTRACTOR").

FIRST AMENDED AGREEMENT

TERM: To begin July 1, 2024 and continuing until modified or cancelled.

SCOPE OF SERVICES: Contractor shall provide Drinking Driver Program Services to COUNTY clients, pursuant to the provisions outlined in California Code of Regulations, Title 9, Division 4 Chapter 3, April 2012. Programs include Wet Reckless, First Offender and Multiple Offender Drinking Driver Programs (DDP). Contractor shall obtain and maintain licensure through DHCS for operation of DUI programs, including compliance with all training, certification and regulatory guidance per each subprogram. Contractor shall ensure that client records are complete and accurate. Contractor shall ensure that reporting is completed timely to DHCS. Contractor shall make client files including fees and payments available to the county for audit upon request. If the contractor is found to have items out of compliance with regulation, the contractor shall submit a plan of correction to bring the program into compliance. If the program is found to be out of compliance repeatedly this MOU shall be terminated with 30-days notice to the Contractor. Contractor agrees to notify the county with no less than 60-days notice of any plans to terminate or relocate services. Contractor agrees to notify the county of any change to the fees charged for DUI programs. The contractor shall meet with the county one time per month to ensure programmatic compliance.
Native Solutions will submit to Mariposa County Health and Human Services a Head of Service letter. Any change to the Head of Service will require notification from Native Solutions to Mariposa County Health and Human Services within five (5) days.

COMPENSATION AND COSTS: CONTRACTOR shall furnish and pay for all expenses of any kind or nature in Drinking Driver Programs. All services provided by the CONTRACTOR will be rendered at no cost to COUNTY. Further, CONTRACTOR agrees to pay a monitoring fee to the County of 2% of gross client revenue (excluding State Fees).

INSURANCE: Contractor shall maintain general liability insurance with total limits of not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) policy aggregate combined single limits, with additional-insured certificate, and workers' compensation insurance as required by the California Labor Code.

NOTICES: All notices required by this agreement shall be in writing and shall be effective upon personal service or deposited in the mail, postage prepaid and addressed as follows:

COUNTY

Mariposa Health and Human Services Agency

5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

CONTRACTOR

Native Solutions Family Guidance Center
5320 Highway 49 N Suite 5
P.O. Box 543
Mariposa, CA 95338

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year written above

COUNTY OF MARIPOSA	CONTRACTOR
_____ Miles Menetrey, Chair Board of Supervisors	_____ Lisa Parker, Executive Director Native Solutions Family Guidance Center
ATTEST:	APPROVED AS TO FORM:
_____ Danielle Bondshu Clerk of the Board	_____ Steven W. Dahlem County Counsel

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2024

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	CONTACT NAME:	
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :	American Automobile insurance Company	21849
INSURER C :	National Surety Corporation	21881
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Native Solutions Family Guidance Center
DBA : TRADE Sober Living
5320 State Hwy 49 North #5
Mariposa Ca 95338

COVERAGES **NUMBER:**
CERTIFICATE **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE | X | OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	P100.230.613.3	04/27/2024	04/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ S/T Gen. Agg.
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			SCV013381-22-01	04/27/2024	04/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) CGL HNOA Limit (per occurrence)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	SCW023954-22-01	04/27/2024	04/27/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

The County of Mariposa, its officials, employees and volunteers are included as Additional Insured with respect to General and Auto liability Insurance is primary and noncontributory, and waiver of Subrogation applies, when required in written contract per policy previsions, conditions and exclusions waiver of provisions conditions and exclusions.

CERTIFICATE HOLDER

County of Mariposa
PO Box 905
Mariposa Ca 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1995-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-267

MEETING: May 3, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Memorandum of Understanding - Native Solutions

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) Between the County of Mariposa and Native Solutions for Driving Under the Influence (DUI) Educational Services; and Authorize the Board of Supervisors to Sign Chair the MOU.

Native Solutions will provide Drinking Driver Program Services to County clients, pursuant to the provisions outlined in California Code of Regulations, Title 9, Division 4 Chapter 3, April 2012. Native Solutions will obtain and maintain licensure through the Department of Healthcare Services (DHCS) for operation of DUI programs, including compliance with all training, certification and regulatory guidance per program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved the most recent Memorandum of Understanding with Native Solutions for DUI services on January 26, 2021 through Resolution No. 2021-43.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County of Mariposa's ability to perform state required DUI courses would be greatly hindered.

FINANCIAL IMPACT:
Native Solutions will be reimbursed by client fees for the costs associated with this program. Native Solutions will pay HHSA a 2% administrative fee for oversight. There is no impact to the General Fund.

ATTACHMENTS:
Native Solutions MOU 2023v4 - April 27 2022 (PDF)

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

REF ID# 12854

MEMORANDUM OF UNDERSTANDING
BETWEEN

Mariposa County AND

Native Solutions

THIS AGREEMENT is made and entered into 3rd day of May, 2022 by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California ("COUNTY"), and NATIVE SOLUTIONS, a California Corporation ("CONTRACTOR").

AGREEMENT

TERM: To begin December 1, 2022 and continuing until modified or cancelled.

SCOPE OF SERVICES: Contractor shall provide Drinking Driver Program Services to COUNTY clients, pursuant to the provisions outlined in California Code of Regulations, Title 9, Division 4 Chapter 3, April 2012. Programs include Wet Reckless, First Offender and Multiple Offender Drinking Driver Programs (DDP). Contractor shall obtain and maintain licensure through DHCS for operation of DUI programs, including compliance with all training, certification and regulatory guidance per each subprogram. Contractor shall ensure that client records are complete and accurate. Contractor shall ensure that reporting is completed timely to DHCS. Contractor shall make client files including fees and payments available to the county for audit upon request. If the contractor is found to have items out of compliance with regulation, the contractor shall submit a plan of correction to bring the program into compliance. If the program is found to be out of compliance repeatedly this MOU shall be terminated with 30-days notice to the Contractor. Contractor agrees to notify the county with no less than 60-days notice of any plans to terminate or relocate services. Contractor agrees to notify the county of any change to the fees charged for DUI programs. The contractor shall meet with the county one time per month to ensure programmatic compliance.

COMPENSATION AND COSTS: CONTRACTOR shall furnish and pay for all expenses of any kind or nature in Drinking Driver Programs. All services provided by the CONTRACTOR will be rendered at no cost to COUNTY. Further, CONTRACTOR agrees to pay a monitoring fee to the County of 2% of gross client revenue (excluding State Fees).

COST SETTLEMENT: All DHCS required cost settlement documents, including but not limited to the Contractor's Cost Report, the Narcotic Treatment Program Report of Expenditures and Revenues, the performance report, and any other forms required for the completion of the County and/or the Providers, Cost Reporting Responsibilities to DHCS:

- Are to be submitted to the County annually by September 30th, shall include all services delivered through June 30th of that fiscal year.
- Settlement to cost will be made through submission and acceptance of the Cost Report in accordance with Federal Medicaid requirements and the approved Medicaid state plan and waivers.

The Cost Report shall be in the format and completed within the guidelines provided by September 30, 2023. Failure to comply with the deadline shall result in the suspension of payment of any reserves held under the terms of this Agreement, as well as payment of the current year Agreement funds.

Failure to complete cost report may result in termination of contract at the discretion of Mariposa County Health and Human Services Agency.

INSURANCE: Contractor shall maintain general liability insurance with total limits of not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) policy aggregate combined single limits, with additional-insured certificate, and workers' compensation insurance as required by the California Labor Code.

NOTICES: All notices required by this agreement shall be in writing and shall be effective upon personal service or deposited in the mail, postage prepaid and addressed as follows:

COUNTY

Mariposa Health and Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

CONTRACTOR

Native Solutions Center
5320 Highway 49 N Suite 5
P.O. Box 543
Mariposa, CA 95338

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year written above

COUNTY OF MARIPOSA

70E35EEBA35
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

70E35EEBA49
Lisa Parker
ZorroSign

Lisa Parker, Executive Director
Native Solutions Center

Countersigned:

70E35EEBA3F
Danielleywardle
ZorroSign

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

70E35EEBA2B
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-309

MEETING:	July 16, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Alliance for Community Transformations in the Amount of $189,506 for Heritage House Drop in Center for Community Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Alliance for Community Transformations in the Amount of $189,506 for Heritage House Drop in Center for Community Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Over time, HHSA has worked with Alliance to expand their services to become a Homeless Drop In Center, provide Housing Navigation and Supports for Whole Person Care participants and homeless community members, operate a HUD funded Continuum of Care Permanent Supportive Housing Program, and provide disaster case management following the Detwiler Fire of 2018 and Oak Fire of 2022. Through these collaborative projects, Alliance for Community Transformations has demonstrated their capacity to work with the homeless community. For fiscal year 2025, HHSA and Alliance will deviate from previous years and create separate agreements for Connections Drop-in and Housing and Homeless services. The agreement for this resolution request involves housing and homeless services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement with Alliance Mariposa Heritage House Connections on August 1, 2023 through Resolution No. 2023-408.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Board of Supervisors could make a decision not to approve this contract with Alliance. Should this happen, HHSA would need to either continue operations of these services to the community or would need to discontinue services to the homeless populations and to those in the recovery community.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. Alliance Agreement 2025

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

AGREEMENT FOR COMMUNITY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Alliance for Community Transformations, ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

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

2. SERVICES

Contractor shall perform community services as described in Exhibit A, "Scope of Work," and Exhibit B, "Reporting Requirements," which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $189,506 as set forth in Exhibit C, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:	**COUNTY:**
Alliance for Community Transformations, Inc.	County of Mariposa 5362 Lemee Lane

P.O. Box 2075
Mariposa, CA 95338

P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles, Menetrey, Chair Board of Supervisors	Jeremy Martinez, Executive Director Alliance for Community Transformations, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A - SCOPE OF WORK

I. **Description of Services**

Alliance for Community Transformations, Inc., Mariposa Heritage House (MHH) Program, will provide the following services:

A. Operation of a drop-in center for homeless and underserved individuals:
   a. Facility will be open Monday-Friday weekly from 8am-5pm. Should services not be provided and/or available five days a week, a new proposed schedule shall be submitted and approved by Mariposa County Health & Human Services Agency (MCHHSA) at least five (5) business days before implementation of change of business.
   b. MHH will be closed 4 days a year for staff meetings and training.
   c. Will provide information, referrals, and linkages to community services.
   d. Will provide individuals with access to shower facilities, meals, laundry facilities, group rooms, resting rooms, etc.

B. Homeless and Housing services:
   a. Conduct intakes and provide case planning and case management support for individuals enrolled in the MHH Housing program.
      i. All housing intake referrals shall be completed within five business days.
      ii. All housing intakes shall be input into the Central Sierra Continuum of Care (CSCoC) Coordinated Entry form and Homeless Management Information System (HMIS) within three (3) business days of the intake interview.
      iii. Conduct assessment utilizing agreed upon assessment tools; this may include but is not limited to, CSCoC Coordinated Entry Survey and HMIS Project Entry form.
      iv. For every household seeking any type of housing related assistance to be included in the HMIS data collection system with client consent.
      v. Track household progress within the various housing programs as necessary for continuity of care.
      vi. Participate in regular multi-agency team meetings to coordinate housing support for homeless individuals (Housing Team meetings, CSCoC calls, Housing MDT meetings, and others).
      vii. Provide support and linkage to appropriate and eligible housing assistance programs and services with a warm hand-off to programs and services whenever possible.
      viii. Provide individualized case planning and provide case management at least weekly in order to support individuals experiencing homelessness.

Reporting/Invoicing:

C. Submit detailed invoices and receipts of exact costs to be paid by MCHHSA by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10th.
D. Housing: Input and oversight related to the current maintenance of all required and expected intakes and ongoing assessments, case management, financial, demographic, and other relevant statistical data into the data collections systems as designated by Mariposa County, including but not limited to, HMIS and CSCoC's Coordinated Entry. All data collection must be kept current; reports shall be run monthly to ensure timeliness and accuracy of data:
    a. All intakes must be input into the HMIS system within three (3) business days of the intake interview.
    b. The contractor will attend local, regional, and statewide housing meetings.
    c. The contractor shall submit monthly reports to MCHHSA.
E. Provide MCHHSA with a monthly report (See attached).
F. Present quarterly at the Mariposa Abuse Prevention Committee meeting on contract goals and participation rates.

Mariposa County Health and Human Services will provide the following services to help support Mariposa Heritage House:

a. Provide behavioral health professional consultation and case staffing assistance to MHH as needed with appropriate releases.
b. Accept referrals from Alliance for Community Transformations, Inc., Mariposa Heritage House Program, professionally and timely.
c. Pay appropriate invoices within thirty (30) business days upon receipt.
d. Hold Administrative Team Meetings to review and evaluate program effectiveness.
e. Assist MHH in obtaining and providing appropriate documentation to meet program and fiscal requirements.

Exhibit B

Reporting Requirements

Housing Reporting	
Program Name	Housing Supportive Services: Mariposa Heritage House
Reporting Month	

Data to Capture	Unduplicated Numbers	Duplicated Numbers
1. Number of referrals to County BH Services		
2. Number of individuals that engaged in County BH treatment		
3. Total number of homeless individuals served		
4. Total number of individuals served		
5. Average interval between referral and engagement (measured in days)	_____ Days	

Data to Capture	Totals
Number of intakes in reporting period (reported in HMIS)	
Number of VI-SPDAT or assessment tools used to rank housing needs	
Number of cases managed for housing	
Number of people housed within the reporting period	
Number of people removed from housing within the reporting period	

ATTACHMENT

Heritage House Monthly Reporting

Age	Totals
0-15	
16-25	
26-59	
60+	
Decline to state	

Race	Totals
American Indian or Alaskan Native	
Asian	
Black or African American	
Native American or other Pacific Islander	
White	
Other	
More than one race	
Decline to Answer	

Gender Assigned at Birth	Totals
Male	
Female	
Decline to State	
Current Gender Identity	
Male	
Female	
Transgender	
Queer	
Questioning or unsure	
Another Gender Identity	
Decline	

Sexual Orientation	Totals
Gay or Lesbian	
Hetero or Straight	
Bisexual	
Questioning or Unsure	
Queer	
Another Sexual Orientation	

Decline	

Veteran Status	Totals
Yes	
No	
Decline to State	

Language	Totals
English	
Spanish	
Unknown/other	

Ethnicity	Totals
Hispanic or Latino	
Caribbean	
Central American	
Mexican/Mexican-American	
Puerto Rican	
South American	
Non-Hispanic or Latino	
African	
Asian Indian/South Asian	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
Decline	
Unknown	
More than one Ethnicity	

Disability	Totals
Difficulty Seeing	

Difficulty Hearing	
Mental Illness	
Physical/Mobility issues	
Chronic Health Condition	
Other	

Exhibit C

Cost Proposal

Mariposa Heritage House Budget
July 1, 2024 - June 30, 2025

Personnel Narrative	Personnel Calculation	Total (SUD, H&H)	SUD Cost	H&H Cost
Executive Director: Oversees grant management and program direction; fills in for program director when needed; 28% SUD, 72% H&H	$8,965.83 per month x 12 months x 4.6473%	$ 5,000	$ 1,400	$ 3,600
Program Director 1: Oversees all staff & programs at MHH, responsible for grant reporting. This position is for the first two months of the grant and will be providing training for the new MHH Program Director; 39% SUD, 61% H&H	$6,530.67 per month x 12 months x 55.308%	$ 43,344	$ 17,000	$ 26,344
Program Coordinator 1: Supervises staff and programs at MHH; 50% SUD, 50% H&H	$5,629.83 per month x 12 months x 44.406%	$ 22,634	$ 6,763	$ 15,871
Systems Specialist: Supports on site systems, data entry & tracking at MHH. 57% SUD, 43% H&H	$29.19 per hour x 40 hours per week x 52 weeks x 11.780%	$ 7,152	$ 4,109	$ 3,043
SUD Peer Counselor 5: facilitates daily programming and SUD counseling at MHH; 31% SUD, 69% H&H	$22.16 per hour x 40 hours per week x 52 weeks x 51.557%	$ 23,764	$ 7,419	$ 16,345
Program Aide 2: assists with daily programming at MHH, fills in for other staff when needed; 26% SUD, 74% H&H	$21.52 per hour x 25 hours per week x 52 weeks x 76.630%	$ 21,438	$ 5,522	$ 15,916
Housing Navigator 20.1: Facilitates Housing Navigation for MHH clients - 100% H&H	$21.836 per hour x 40 hours per week x 52 weeks x 100%	$ 45,419		$ 45,419
Overtime: cost of hourly staff's overtime when necessary, and meal premium payments; 30% SUD, 70% H&H	Average of $31.53 per hour x .7831 hours per week x 52 weeks x 100%	$ 1,284	$ 677	$ 607
Personnel subtotal		*$ 170,035*	*$ 42,890*	*$ 127,145*
Employee Benefits - 23% of staff time		$ 39,108	$ 9,865	$ 29,243
Personnel total		$ 209,143	$ 52,755	$ 156,388
Operating				
Fees: Live scan fees for new staff, SafeServ certifications for staff to serve food, etc	$31.83 per month x 12 months x 50%	$ 191	$ 191	
Advertising: Cost to promote job openings due to staff turnover & purchase business cards for staff to do outreach.	$100 annually x 50%	$ 50	$ 50	
Memberships: Cost of annual memberships such as CCAPP.	$960 annually x 50%	$ 480	$ 480	
Professional Fees: Cost of fees for professional services such as pest control, alarm company.	$2,754 annually x 50%	$ 1,377	$ 1,377	

Training Fees/Supplies: Cost for staff training on trauma informed skills, local resources, etc. These costs include items such as workbooks or class fees.	$2,842 annually x 50%	$ 1,421	$ 1,421	
Office Supplies: Paper, pens, binders, files, notebooks and other needed office supplies.	$489.67 per month x 12 months x 50%	$ 2,938	$ 2,938	
Food: Food for served meals at the MHH drop in center.	$645.83 per month x 12 months x 50%	$ 3,875	$ 3,875	
Laundry: Cost for participants to do laundry.	$125 per month x 12 months x 50%	$ 750	$ 750	
Printing/copying: Cost of monthly printing and copying at MHH.	$435 per month x 12 months x 50%	$ 2,610	$ 2,610	
Travel/Fleet Mileage: Mileage driven to provide MHH services.	10,567.164 miles annually x $0.67 cents/mile (IRS rate) x 50%	$ 3,540	$ 3,540	
Program Supplies: Supplies needed for MHH programming, services, classes, etc.	$600 per month x 12 months x 50%	$ 3,600	$ 3,600	
Assistance to Clients: Items to meet basic needs for clients including coats, shoes, bus tickets, assistance with vital record procurement, etc.	$125 per month x 12 months x 50%	$ 750	$ 750	
Office Rent: MHH office & drop in center rent; 58.529% SUD, 41.471% H&H	$3,500 per month x 12 months x 48.226%	$ 20,255	$ 11,855	$ 8,400
MHH Utilities: Monthly utility costs including trash removal, electricity, propane, etc.	$1,580.67 per month x 12 months x 42.777%	$ 8,114	$ 8,114	
MHH Communications: Monthly phone/internet and cell phone expenses.	$683.42 per month x 12 months x 45.49%	$ 3,731	$ 3,731	
Facility Repairs/Maintenance: Cost to repair and/or maintain drop in center in accordance with local health & safety standards. For example, minor unit repairs for kitchen, shower facilities, etc.	$2,000 annually x 75%	$ 1,500	$ 1,500	
Computer Equipment/Software: Cost of monthly timesheet tracking service for MHH staff and minor staff computer repairs.	$93.17 x 12 months x 33.09%	$ 370	$ 370	
Furniture: Cost to replace worn out furniture at MHH.	$500 annually x 80%	$ 400	$ 400	
Operating total		$ 55,952	$ 47,552	$ 8,400
Direct costs	Personnel + operating	$ 265,095	$ 100,307	$ 164,788
Indirect costs: Administrative costs including human resources, payroll, accounting, accounts payable/receiveable, benefit administration, agency databases, etc.	Total personnal & operating costs of $274,155 x 15%	$ 39,762	$ 15,044	$ 24,718
		Total (SUD, H&H)	*SUD Cost*	*H&H Cost*
Total costs		$ 304,857	$ 115,351	$ 189,506

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/20/2024

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 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

Mindful Insurance Solutions
2043 Anderson RD
Suite C
Davis CA 95616

CONTACT NAME: Michelle Winchell
PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 **FAX (A/C, No):**
E-MAIL ADDRESS: Alliance@mindfulins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companies	23850
INSURER B : Insurance Company of the West (ICW)	27847
INSURER C : Lloyds Of London	15792
INSURER D : Travelers Casualty and Surety Company of America (Crime Wra	31194
INSURER E :	
INSURER F :	

INSURED

Alliance for Community Transformations
PO Box 2075
Mariposa CA 95338

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PHPK2573531	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [ ] NON-OWNED AUTOS			PHPK2573531	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB871336	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WSA 5072319 00	7/17/2023	7/17/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2573531	7/1/2023	7/1/2024	Limit: $1,000,000 / 3,000,000	
A	Abusive Conduct Liability			PHPK2573531	7/1/2023	7/1/2024	Limit: $1,000,000 / 1,000,000	

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

The County of Mariposa, its officials, employees & volunteers are included as Additional Insureds with respect to General and Auto Liability. Insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions, and exclusions. Waiver of Subrogation further applies to Work Comp when required in written contract per policy provisions, conditions, and exclusions.
This Policy 'PHSD1808782' has Other Coverage 'D&O, EPLI, Fiduciary Liability' With Limit '1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2023', Expiration Date: '07/01/2024'.
This Policy 'ESL0239665239' has Other Coverage 'Cyber' With Limit '2,000,000'. Carrier: 'Lloyds Of London', Effective Date: '06/01/2023', Expiration Date: '07/01/2024'.
This Policy '105734268' has Other Coverage 'Crime-Fidelity/Employee Theft/Dishonesty/Forgery' With Limit '1,275,000'. Carrier: 'Travelers', Effective Date: '01/19/2024', Expiration Date: '01/19/2025'.

CERTIFICATE HOLDER

County of Mariposa
PO Box 905
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Mindful Insurance Solutions, Inc		Alliance for Community Transformations
POLICY NUMBER		PO Box 2075
PHPK2573531		
CARRIER	NAIC CODE	Mariposa, CA, 95338
Philadelphia Insurance Companies	23850	EFFECTIVE DATE: 7/1/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-310

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Mariposa Safe Families, Inc. in the Amount of $307,820 for Prevention Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mariposa Safe Families, Inc. in the Amount of $307,820 for Prevention Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa Safe Families has provided excellent services at the high school and in the community, and Health and Human Services Agency staff recommend that the County enter into another Agreement with this organization for substance abuse prevention activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current agreement was approved on July 11, 2023, by Resolution No. 2023-364.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The services of this agency would not be available to conduct alcohol and other drug prevention activities for Mariposa County youth and adults.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. Mariposa Safe Families 2025-2026

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

AGREEMENT FOR PREVENTION SERVICES

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

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of TWO (2) years, commencing on July 1, 2024, through and including June 30, 2026.

2. SERVICES

Contractor shall perform substance use prevention services as described in Exhibit A, "Scope of Work," and Exhibit B, "Substance Use Block Grant (SUBG) Requirements which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $307,820 for the entire term of the agreement, $153,910 for the initial term and $153,910 for each extension period, as set forth in Exhibit C, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

a. County will not withhold FICA (Social Security) from Contractor's payments;

b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Mariposa Safe Families, Inc.
P.O. Box 545
Mariposa, CA 95338

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles, Menetrey, Chair Board of Supervisors	Megan Atkinson, Executive Director Mariposa Safe Families, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Mariposa County Behavioral Health and Human Services, through the Behavioral Health division (MCBHRS), will contract with Mariposa Safe Families, Inc. to implement Mariposa County Prevention programs and the Friday Night Live and Club Live programs.

1. Contractor shall provide services in accordance with the goals and objectives outlined in the Mariposa County Behavioral Health Strategic Prevention Plan (SPP). All activities claimed shall be as outlined in the SPP.
2. By May 31st , of each fiscal year, Contractor will work with the county designated prevention coordinator to review, update, and amend the Mariposa County SUD Strategic Prevention Planning Goals/Objectives. Revisions will be submitted in writing no later than May 31st of each fiscal year to Mariposa County Behavioral Health and Recovery Services (MCBHRS). These revisions will be incorporated into the ongoing version of the Mariposa County Strategic Prevention Plan (SPP) and submitted to the Department of Health Care Services (DHCS) for further review and approval. Contractor agrees to continue to work with MCBHRS and DHCS to review and amend the plan annually.
3. Contractor shall submit a written evaluation of progress covering the period July 1, 2024 through June 30, 2025 by July 31, 2025 and July 1, 2025 through June 30, 2026 by July 31, 2026. Contractor will continue to use the California Healthy Kids Survey, the Youth Development Survey as evaluation tools and any additional tools or surveys deemed relevant.
4. Contractor shall facilitate the continuation of a Youth Advisory Group with input from community partners, including Native American Youth.
5. Contractor shall support the Youth Advisory Group in development of education campaign and messages in the community and at the middle school level. This Youth Advisory Group shall support identification of youth led projects in partnership with community partners.
6. Contractor shall facilitate the Youth Advisory Group in developing afterschool activities for youth of middle and high school ages no less than twice weekly.
7. Contractor will report out in the Mariposa Abuse Prevention Coalition, Community Corrections Partnership and Behavioral Health Board as well as continue working with existing community groups in a prevention network as outlined in the SPP.
8. Contractor will meet with High School Administrators to develop a workplan within the first quarter of this contract. This plan is to be submitted to MCBHRS within the first quarter of this contract. This workplan shall identify gaps in staff knowledge, information, attitudes and practices that affect school climate. In addition, evidence-based strategies to improve school climate around substance use will be identified and implemented. These sessions shall be conducted no less than quarterly with school staff.

9. Contractor will continue to facilitate Friday Night Live activities and in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live Programs. Engaging in programing that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components.
10. Contractor will meet the Member in Good Standing (MIGs) as determined by DHCS in conjunction with the California FNL Partnership. Contractor will develop a monthly report of compliance or work toward compliance of the MIGs.
11. Contractor will continue to facilitate Club Live activities in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live programs. All Friday Night Live and Club Live Programs will be fully implemented within the first quarter of this contract.
12. Contractor agrees to enter required data elements into Primary Prevention database, depicting monthly service data for each of the prevention programs. The data will include activities conducted, numbers of youth seen, correctly completed reporting forms, and other data as required by DHCS, for the purpose of verifying data entry. Data will be entered by Contractor no later than the 10th of the month for the previous month's data. (i.e. submit October report by November 10th). Any delays in providing monthly data may result in delay or withholding of payment by MCBHRS.
13. Contractor agrees to provide monthly narrative reports to MCBHRS in accordance with Substance Use Prevention and Treatment (SUPT) no later than the 10th of the month.
14. Contractor agrees to provide monthly fiscal reports/invoices to MCBHRS for the purpose of reimbursement, no later than the 10th of the month.
15. Contractor agrees to meet with the prevention coordinator no less than 1 time monthly for contract monitoring and programmatic progress.
16. Contractor will coordinate attendance at State or regional trainings with MCBHRS.
17. Contractor shall be provided any county-assigned free training slots.
18. Contractor will work with youth to hold an annual Youth Empowerment Conference. Contractor will report updates on the progress of the conference, guest speakers, budget, and provide attendance and demographic data to MCBHRS in monthly meetings and upon request. The Youth Empowerment Conference will aim to include 100 youth from Mariposa County. Within thirty (30) days after the conference, Contractor will meet with MCBHRS to conduct an after-action review of the Youth Empowerment Conference.

Exhibit B
SUBG Requirements

Contractor will provide and maintain the following items documenting compliance with SUBG grant funding:

- Contractor will demonstrate that under the laws of the United States and the State of California, incorporated into this Contract, Contractor will not unlawfully discriminate against any person in service delivery or hiring process.
- Contractor will develop policy and procedures on the expenditure of SUBG funds, including prohibition on expenditures for land, construction and permanent improvements to buildings; to not use SUBG funds to satisfy requirements for the expenditure of nonfederal funds; to not provide financial assistance to any entity other than a public or nonprofit public entity; to not expend funds to provide hypodermic needles or syringes.
- Contractor shall develop and maintain policies and procedures regarding confidentiality and access to reasonable accommodations for people with disabilities. Contractor agrees to train staff in the CLAS standards and implement the CLAS standards. Contractor agrees to attend all cultural competence trainings provided by MCBHRS annually.
- Contractor shall arrange for language assistance, if needed, ensuring that minors are not utilized as interpreters.
- Contractor shall implement the Mariposa County Behavioral Health Strategic Prevention Plan 2020-2025 across all populations identified in the plan and present in Mariposa County
- Contractor shall regularly assess services to determine whether the tribal communities and organizations populations is being reached to and collaborate with Tribal representatives to identify quality, effectiveness and accessibility of services available to the American Indian/Alaskan Native population withing the County geographic area.
- In accordance with the provisions of the Hatch Act (5 U.S.C 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.
- Contractor will comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act and provide materials to explain services available to the public as well as providing language interpretation services.
- Contractor services covered by contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 89, Section 7104).
- Contractor shall comply with maintaining confidentiality in connection with prevention related activities as outlined in 42 CFR Part 2.
- Contractor will comply with the Byrd Anti-Lobbying Amendment and disclose to DHCS any lobbying with non-Federal funds that take place in connection with obtaining a Federal award (31 USC 1352). Contractor shall ensure that individuals in need of Intravenous Drug Use (IVDU) treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))
- If Contractor provides youth treatment services, Contractor will follow the guidelines in Document 1V, “Youth Treatment all Guidelines,” in developing and implementing youth treatment programs funded under this contract, until new Youth Treatment

Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

- If Contractor provides treatment sessions, Contractor will participate in the County Behavioral Health Director's Association of California.
- Contractor will comply with all Federal Law Requirements listed below:
    1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
    2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
    3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 —6107), which prohibits discrimination on the basis of age.
    4. Age Discrimination in Employment Act (29 CFR Part 1625).
    5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
    6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
    7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
    8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
    9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
    10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
    11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
    12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).
    13. CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.
- Contractor will comply with all of the State Law Requirements listed below:
    1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
    2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
    3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
    4. No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. CONTRACTOR, if providing treatment, shall participate in the County Behavioral Health Director's Association of California. CONTRACTOR shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.
7. CONTRACTOR, if providing treatment, shall provide timely access to care and services in accordance with CFR 42 (§ 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.

Exhibit C

Cost Proposal

MARIPOSA SAFE FAMILIES
Substance Use Prevention Treatment

Proposed <u>Annual</u> Budget:
July 01, 2024-June 30, 2025
July 01, 2025-June 30, 2026

Description:

Cost:

Personnel Costs: Staff costs and fringe benefits for the following positions: • One .25 FTE Executive Director at 10 hrs. per week X 52 weeks • One .75 FTE Youth Coordinator Supervisor at 30 hrs. per week X 52 weeks • One .35 FTE Youth Coordinator at 15 hrs. per week X 52 weeks MSF staff will do the following: Attend Program Related Meetings and Trainings; Tracking of staff use of time and other data; Community relations; Marketing of SUPT programs; Fiscal Management of Program Expenses; Reporting and data entry into PPSDS; Oversight of SUPT related programs; Ensuring full compliance of scope of work, other. Recruitment and oversight of youth for the Youth Advisory Group (YAG); Community Relations for YAG; Conduct presentations to community groups or other agencies on YAG; Provide supervision to youth enrolled in youth programs; Attend trainings related to youth programs; Development of PSA's and other marketing. Organize, coordinate, and assist in program implementation; provide and/or arrange trainings; Prepare and present presentations to community members, school staff, and partners on substance abuse prevention; Collection of data, statistics, and other relevant information; Lead on the "After School Matters" program, assist with youth led projects, other.	$78,000.00
Insurance/Liabilities: Workman's compensation, Liability Insurance, Directors', and Officers' Insurance, other liabilities, other.	$4,000.00
Office Related Expenses: Office related expenses to include but not be limited to: MSF Office Rent; Storage unit rent, Paper, Ink, Pens, Copier/printer fees for SUPT related reporting and marketing, Office Supplies, Advertisement, and Marketing; Quickbooks costs and fees; Video Maker, Utilities-Telephone; Internet; Propane, other.	$17,670.00
Program Related Expenses: Program related expenses to include but not be limited to: Mileage and Travel; Crafting and art Supplies; Games; YEC items; Outdoor Activity Supplies; Field Trip Costs, Training Costs, Facility Rental; Guest Speakers; Food supplies, other.	$4,240.00

2024-2025 Youth Empowerment Conference
Proposed Annual Budget:
July 01, 2024-June 30, 2025
July 01, 2025-June 30, 2026

Description:

Cost:

Personnel Costs: Staff costs and fringe benefits for the following positions: • One .05 FTE Executive Director at 2 hrs. per week X 52 weeks • One .15 FTE Youth Coordinator Supervisor at 2 hrs. per week X 52 weeks • One .35 FTE Youth Coordinator at 15 hrs. per week X 52 weeks MSF staff salary to implement the following: Attend Program Related Meetings for Youth Summit Planning and Implementation; Tracking of staff/volunteer use of time; Seek donations for Youth Summit; Community relations; Marketing; Fiscal Management of Program Expenses; Reporting and data entry into ECCO; Oversight of SUPT related programs; Ensuring full compliance of scope of work, seek donations; implement guidelines for YS; organize and implement Youth Conference, engage community agencies/organizations and other organizations such as MADD in all activities; Oversee youth organized projects and programs; Work collaboratively with youth and advisors for Youth Summit; Training of Advisors/Youth Leaders; Recruitment of youth and partners; other.	$26,624.00
Insurance/Liabilities: Workman's compensation; Liability Insurance; Directors' and Officers' Insurance; Event Insurance Coverage; other liabilities.	$1,100.00
Program Related Expenses: Supplies for Youth Summit and youth engagement/empowerment activities - Guest speakers; summit materials; summit location associated rental fees; program identifiers; activity supplies; promotions; contracts for YS; PSA's for marketing of summit and activities, supplies, other.	$7,376.00
Food/Beverages: Food and beverages for youth conference (Summit)	$10,000.00
Equipment: Equipment for youth summit implementation	$1,000.00
Office Expenses and Supplies: MSF rental fees, utilities, phone, copier/printer costs for promotion material, office supplies – paper, ink, etc., other.	$3,900.00
TOTAL SUBG=	$50,000.00
SUPT and SUBG TOTAL=	**$153,910.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2024

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 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	CONTACT NAME: Certificate Department
Mindful Insurance Solutions, Inc 2043 Anderson RD Suite C Davis CA 95616	PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 FAX (A/C, No): E-MAIL ADDRESS: certificates@mindfulins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : x_NIAC -Nonprofits Insurance Alliance of CA	AMB#011845
INSURER B : Nonprofits Insurance Alliance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Mariposa Safe Families, Inc.
P.O. Box 545
4983 8th Street
Mariposa CA 95338

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		2024-15147	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			2024-15147	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			2023-15147-UMB	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Directors & Officers			2024-15147-DO-NPO	1/1/2024	1/1/2025	Limit: $1,000,000 / 2,000,000	
A	Improper Sexual Conduct and Physical Abuse			2024-15147	1/1/2024	1/1/2025	Limit: $1,000,000 / 2,000,000	

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

The County of Mariposa, it's officials, employees, and volunteers are included as Additional Insured with respect to general and auto liability. Insurance is primary and noncontributory, and waiver of subrogation applies, when required in written contract per policy provisions, conditions, and exclusions.
This Policy '2024-15147' has Other Coverage 'Social Service Professional ' With Limit '1,000,000 / 1,000,000'. Carrier: 'NIAC -Nonprofits Insurance Alliance of CA', Effective Date: '01/01/2024', Expiration Date: '01/01/2025'.
This Policy '2024-15147' has Other Coverage 'Social Service Professional ' With Limit '1,000,000 / 1,000,000'. Carrier: 'NIAC -Nonprofits Insurance Alliance of CA', Effective Date: '01/01/2024', Expiration Date: '01/01/2025'.

CERTIFICATE HOLDER

County of Mariposa
PO Box 905
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Mindful Insurance Solutions, Inc		Mariposa Safe Families, Inc. P.O. Box 545 4983 8th Street Mariposa, CA, 95338
POLICY NUMBER 2024-15147		
CARRIER x_NIAC -Nonprofits Insurance Alliance of CA	NAIC CODE AMB#011845	EFFECTIVE DATE: 1/1/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTHOLDER COPY

NF

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-01-2024

GROUP:
POLICY NUMBER: **1810166-2024**
CERTIFICATE ID: **2**
CERTIFICATE EXPIRES: **01-01-2025**
01-01-2024/01-01-2025

MARIPOSA COUNTY, HEALTH & HUMAN SVCS **NF**
PO BOX 99
MARIPOSA CA 95338-0099

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

EMPLOYER

MARIPOSA SAFE FAMILIES, INC (A NON PROFIT PUBLIC BENEFIT CORP) DBA: MARIPOSA SAFE FAMILIES, INC **NF**
PO BOX 545
MARIPOSA CA 95338

[KMB,CN]

(REV.7-2014)

PRINTED : 05-23-2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-311

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the Second Amendment to the Agreement with University of California (UC) Davis for Consultative Services Involving the Health and Human Services Agency (HHSA) Staff; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the Second Amendment to the Agreement with University of California (UC) Davis for Consultative Services Involving the Health and Human Services Agency (HHSA) Staff; and Authorize the Board of Supervisors Chair to Sign the Agreement.

To ensure full compliance with the state mandated measures, the Health and Human Services Agency (HHSA) requested approval for an agreement to receive consultative services from UC Davis Continuing and Professional Education. Under the terms of the agreement, specific activities are targeted to facilitate the County Self-Assessment (CSA) and California Outcomes and Accountability Review (Cal-OAR). The amendment requests the term of the agreement to be extended to June 30, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current amended agreement with UC Davis on September 19, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board decide not to approve this amendment, the Agency would have difficulty in obtaining the required resources to meet state-mandated measures while delivering vital services to the county.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **UC Davis 2024(A02)**
2. **UC Davis 2024(A01)**
3. **UC Davis 2023**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

AMENDMENT NO. 2

to

AGREEMENT NUMBER C000114372

between

Mariposa County

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, DAVIS

This Research Agreement Number C000114372 entered into November 1, 2022 by and between Mariposa County (Sponsor) and **The Regents of the University of California, Davis** (University) is hereby amended as set forth below.

The specific modifications to the Research Agreement follow:

Section 2 Terms and Conditions. The original section is deleted in its entirety and replaced with:

The term of this agreement shall be from November 1, 2022 through June 30, 2025.

Mariposa County ("Sponsor")	**The Regents of The University of California, Davis** (“University”)
By: _____	By: _____
Sponsor Signing Official	Signing Official
Date: _____	Date: _____

DocuSign Envelope ID: A0D4D4EC-B282-4713-A5F4-3E3FE5D7269D

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-514

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to Agreement with University of California (UC) Davis for Consultative Services Involving the Health and Human Services Agency (HHSA) Staff; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with University of California (UC) Davis for consultative services involving the Health and Human Services Agency (HHSA) staff; and Authorize the Board of Supervisors Chair to Sign the Amendment.

To ensure full compliance with the state mandated measures, the Health and Human Services Agency (HHSA) requested approval for an agreement to receive consultative services from UC Davis Continuing and Professional Education. Under the terms of the agreement, specific activities are targeted to facilitate the County Self-Assessment (CSA) and California Outcomes and Accountability Review (Cal-OAR). The amendment requests the term of the agreement to be extended to June 30, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current agreement with UC Davis on December 13, 2022 through Resolution No. 2022-684.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board decide not to approve this amendment, the Agency would have difficulty in obtaining the required resources to meet state-mandated measures while delivering vital services to the county.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **UC Davis 2023-EXECUTED**
2. **Mariposa Amendment to UC Davis Agreement**

VOTE RESULT

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

DS
C-HHSA

DocuSign Envelope ID: A0D4D4EC-B282-4713-A5F4-3E3FE5D7269D

Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

DocuSign Envelope ID: A0D4D4EC-B282-4713-A5F4-3E3FE5D7269D

AMENDMENT NO. 1

to

AGREEMENT NUMBER C000114372

between

Mariposa County

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, DAVIS

This Research Agreement Number C000114372 entered into November 1, 2022 by and between Mariposa County (Sponsor) and **The Regents of the University of California, Davis** (University) is hereby amended as set forth below.

The specific modifications to the Research Agreement follow:

Section 2 Terms and Conditions. The original section is deleted in its entirety and replaced with:

The term of this agreement shall be from November 1, 2022 through June 30, 2024.

Mariposa County ("Sponsor")

By: DocuSigned by: Miles S Menetrey B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

Date: 9/20/2023 | 2:36 PM PDT

The Regents of The University of California, Davis ("University")

By: DocuSigned by: Grace I. Liu 36354386610C430...

Grace I. Liu, Associate Director

Date: 10/6/2023 | 9:02 AM PDT

Approved as to Legal Form:

DocuSigned by: Steve Dahlem F6A416F06B394BF...

Steven W. Dahlem, County Counsel

DocuSign

Certificate Of Completion

Envelope Id: A0D4D4ECB2824713A5F43E3FE5D7269D
Status: Completed
Subject: Complete with DocuSign: 23-514 - UC Davis 2023 (A01).pdf
Source Envelope:
Document Pages: 3
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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

Record Tracking

Status: Original
9/20/2023 1:02:23 PM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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

Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/20/2023 1:05:22 PM Viewed: 9/20/2023 1:57:37 PM Signed: 9/20/2023 1:57:44 PM
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 70.233.117.66 Signed using mobile	Sent: 9/20/2023 1:57:45 PM Viewed: 9/20/2023 2:35:51 PM Signed: 9/20/2023 2:36:09 PM
Grace I. Liu giliu@ucdavis.edu Sponsored Program Associate Director Office of Research, Sponsored Programs Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/20/2023 2:49:56 PM ID: 0d83bcd9-f244-46f6-958d-5e6c540b6d3d	DocuSigned by: Grace I. Liu 36354386610C430... Signature Adoption: Pre-selected Style Using IP Address: 128.120.219.97	Sent: 9/20/2023 2:36:11 PM Resent: 10/2/2023 11:47:17 AM Viewed: 10/6/2023 9:02:40 AM Signed: 10/6/2023 9:02:44 AM
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS C-HHSA Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 10/6/2023 9:02:46 AM Viewed: 10/6/2023 9:03:28 AM Signed: 10/6/2023 9:03:37 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2023 1:05:22 PM
Certified Delivered	Security Checked	10/6/2023 9:03:28 AM
Signing Complete	Security Checked	10/6/2023 9:03:37 AM
Completed	Security Checked	10/6/2023 9:03:37 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

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

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-684

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Health and Human Services Agency with UC Davis for Consultative Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the University of California (UC) Davis for consultative services involving the Health and Human Services Agency staff in an amount not to exceed $171,026.00; and Authorize the Board of Supervisors Chair to Sign the Agreement.

To ensure full compliance with the state mandated measures, the Health and Human Services Agency (HHSA) requests approval for an agreement to receive consultative services from UC Davis Continuing and Professional Education. Under the terms of the agreement, specific activities are targeted to facilitate the County Self-Assessment (CSA) and California Outcomes and Accountability Review (Cal-OAR).

CSA exists under the California Child and Family Services Review (CFSR). Modeled after the Federal CFSR, the C-CFSR was designed to improve outcomes for children in the child welfare system while holding county and state agencies accountable for the outcomes achieved. This statewide accountability system includes the completion of a County Self-Assessment (CSA) which includes a peer review, development of a five year System Improvement Plan (SIP), the submission of annual SIP Progress Reports, and quarterly monitoring of SIP strategies and the effects on Child Welfare outcomes.

Cal-OAR is a local, data-driven program management system that facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices. As required by Welfare and Institutions Code (WIC) 11523, Cal-OAR consists of three core components: performance indicators, a county CalWORKs self-assessment (Cal-CSA), and a CalWORKs system improvement plan (Cal-SIP).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved an annual contract for the Health and Human Services Agency to participate in this consortium training for more than 20 years. Health and Human Services is satisfied with the services received. The most recent agreement was approved by the Board on June 21, 2022, by Resolution 2022-360.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board decide not to approve this contract, the Agency would have difficulty

in obtaining the required resources to meet state mandated measures while delivering vital services to the county.

FINANCIAL IMPACT:
This contract has been incorporated in the FY22/23 Health and Human Services Agency budget. There is no impact to the County General Fund.

ATTACHMENTS:
FINAL Contract CSA and CalOar Mariposa-11.16.22 (PDF)

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

UCDAVIS
Continuing and Professional Education

Agreement# Cxxx

Services Agreement
UC Davis Continuing and Professional Education

This Agreement is made this 13th day of December, 2022 , by and between The Regents of the University of California, a California corporation ("University") acting for and on behalf of the Davis campus UC Davis Continuing and Professional Education and County of Mariposa ("Client.")

TERMS AND CONDITIONS

1. Definition Of Service. Services of University's Continuing and Professional Education will be furnished to Client only for the purposes stated in the Exhibit A, attached. Additional work will be performed only if authorized in advance by written amendment to this agreement executed by both parties.

2. Term. The term of this agreement shall be from November 1, 2022 through September 30, 2023.

3. Termination. This agreement shall be subject to termination by either party at any time, upon 30 days written notice to the other party.

4. Contacts & Notice. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the following addresses:

University:
The Regents of the University of California
Office of Research
Sponsored Programs
1850 Research Park Drive, Suite 300
Davis, CA 95618-6153
awards@ucdavis.edu

Client:
Mariposa County
Health and Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

Questions about the services should be directed to:

University:
Jennifer Lowery
UC Davis Continuing and Professional Education
463 California Avenue
Davis, CA 95616
jndavis@ucdavis.edu

Client:
Mariposa County
Health and Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
bhundal@mariposacounty.org

5. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

6. Rates. Charges for services rendered under this agreement shall be in accordance with Exhibit A.

7. Payment Of Charges. Client shall pay for services rendered by University within thirty (30) days following receipt of University's invoices. University shall have the right to terminate this agreement without notice if Client fails to pay charges for services rendered hereunder within sixty (60) days following Client's receipt of University's invoice. Client shall pay University for all services rendered up to the date of termination of this agreement, regardless of the reason for termination.

8. Disclaimer Of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE CLIENT FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

9. Non-Liability Of University.
   A. University shall not be liable, by reason of its performance, delay in performance, or nonperformance under this agreement, for any loss of profits or revenues, claims against Client by any third party, or special, incidental, indirect, punitive or consequential damages, even if foreseeable or if University is advised of the possibility of such loss, claims, or damages. Each party agrees to be responsible and assume liability for their own wrongful or negligent acts or omissions, as well as those of its officers, employees or agents to the full extent required by law.
   B. University shall incur no liability to Client or to any third party for loss or destruction of or damage to any data, equipment, or other property brought upon University premises by Client or delivered to University by Client in connection with this agreement. Client accepts all liability for risk of loss to any and all such property.

10. Indemnification And Insurance Of Client. Each party agrees to indemnify and hold harmless the other party, its officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

11. Confidentiality Of Information. University shall use its best efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it by Client in connection with this agreement and designated by Client, in writing, as confidential. Client agrees to reimburse University in full for any costs it may incur in order to protect information, in accordance with Client's request, by means not normally employed by the University for that purpose; Client

understands and agrees, however, that University shall have no obligation to comply with any such request of Client.

12. University Name. No form of University's name shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

13. Relationship Of The Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.

14. Time Limit For Action. No action, regardless of form, arising from transactions under this agreement may be brought by either party more than one year after the cause of action has accrued.

15. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.

16. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of California; parties agree to resort solely to the courts of the State of California for any relief under this agreement.

17. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

In witness whereof, the parties have executed this agreement on the day and year first written above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Grace Liu
ZorroSign

Name: Grace I. Liu, J.D.
Associate Director
Sponsored Programs

Date: 02/08/2023

FEIN: 94-6036494

CLIENT

By: Rosemarie Smallcombe
ZorroSign

Name: Rosemarie Smallcombe
Chair, Mariposa County Board of Supervisors

Date: 12/16/2022

Approved as to Legal Form:

Steven W. Dahlem
ZorroSign

Steven W. Dahlem, County Counsel

Exhibit A
Work Description

1. University will provide the following:

County Self-Assessment & Peer Review (Child Welfare/Probation)

a. Provide technical assistance in preparation for and facilitation of the 3-day County Peer Review.
    1. Develop schedule for all virtual peer review events (planning meetings, peer review, etc.)
    2. Facilitate weekly planning meetings
    3. Prepare peer recruitment materials
    4. Prepare case materials for review
    5. If virtual, create website for virtual peer review
    6. Develop and facilitate peer and interviewee consultation
    7. Facilitate peer review

b. Provide support and facilitation for a 2-day County Self -Assessment Community Stakeholder meeting and focus groups on the Zoom platform.
    1. Develop schedule
    2. Prepare stakeholder recruitment materials
    3. Draft list of discussion questions
    4. Prepare Welcome PowerPoint
    5. Facilitate virtual meetings

c. Provide support and facilitation for a 1-day SIP Meeting on the Zoom platform.
    1. Develop schedule
    2. Facilitate virtual meeting

d. Review and compile data from peer interviews and focus groups and submit to County.

e. Research and provide county demographic information.

f. Provide technical assistance and support for the development of the CSA report.
    1. Create structure for writing the CSA report (timeline of sections with to-do lists)
    2. Assist in writing the initial draft and final draft CSA report based on information obtained from County staff
    3. Provide two rounds of edits and revisions, focusing on inclusion of all CSA required sections and incorporating feedback from planning committee and leadership

g. Provide technical assistance and support for the development of the SIP report.
    1. Create structure for writing the SIP report (timeline of sections with to-do lists
    2. Assist in writing the initial draft and final draft SIP report based on information obtained from County staff

3. Provide two rounds of edits and revisions, focusing on inclusion of all required sections and incorporating feedback from planning committee and leadership

Cal-OAR

STAKEHOLDER MEETING & FOCUS GROUPS

a. Provide support and facilitation for a 3-day County Self -Assessment Community Stakeholder meeting and focus groups
    1. Develop schedule
    2. Prepare stakeholder and focus group recruitment materials
    3. Draft list of discussion questions
    4. Prepare Welcome PowerPoint
    5. Reserve a facility and coordinate catering
    6. Facilitate in person meetings

b. Review and compile data from the Stakeholder Meeting and focus groups and submit to County
    1. Research and compile county demographics and performance outcomes
    2. Describe the stakeholder engagement process
    3. Summarize findings from the Stakeholder Meeting and focus groups

CSA REPORT

a. Provide technical assistance and support for the development of the CSA report
    1. Create structure for writing the CSA report (timeline of sections with to-do lists)
    2. Research and provide county demographic information
    3. Analyze county outcome data
    4. Assist in writing the initial draft and final draft CSA report based on information obtained from County staff
    5. Provide two rounds of edits and revisions, focusing on inclusion of all CSA required sections and incorporating feedback from planning committee and leadership

POST- CSA PEER REVIEW

a. Provide technical assistance in preparation for and facilitation of a 3-day Post-CSA Peer Review.
    1. Develop schedule for all peer review events (planning meetings, trainings, peer review, etc.)
    2. Facilitate planning meetings
    3. Prepare peer recruitment materials
    4. Prepare report materials for review

5. Coordinate peer travel and lodging
6. Reserve a facility and coordinate catering
7. Facilitate 3-day peer review

b. Review and compile data from peer interviews and submit to County

SIP REPORT

a. Provide technical assistance and support for the development of the SIP report.
    1. Create structure for writing the SIP report (timeline of sections with to-do lists
    2. Assist the county in developing SMART goals
    3. Conduct literature review to identify promising strategies and empirical support for the objectives/outcomes the county selects
    4. Assist in writing the initial draft and final draft SIP report based on information obtained from County staff
    5. Provide two rounds of edits and revisions, focusing on inclusion of all required sections and incorporating feedback from planning committee and leadership

Client will provide the following:

a. Client shall participate in conference calls with state consultants and University experts

b. Client shall identify and make designated staff available to participate in the process prior to the event and during the event.

c. Client will coordinate all related logistical requirements through University.

d. Client will gather information and provide analysis for all required sections of the CSA report and SIP report, review required report sections and provide input and data as needed, review and revise drafts of reports that are submitted to CDSS

e. Client will cooperate with University's subject matter experts.

Exhibit B
Cost Estimate

The total amount of the agreement is not to exceed $171,026.00.

Total Cost for CW/Probation	$80,085.00
Total cost for CalOAR	$ 90,941.00
Total cost under this Service Agreement	**$171,026.00**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-312

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Memorandum of Understanding (MOU) Between Mariposa County Sheriff's Office (MCSO) and Mariposa County Health and Human Services Agency (HHSA) for Jail Based Services in an Amount Not to Exceed $971,268; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) Between Mariposa County Sheriff's Office (MCSO) and Mariposa County Health and Human Services Agency (HHSA) for Jail Based Services in an Amount Not to Exceed $971,268; and Authorize the Board of Supervisors Chair to Sign the MOU.

This MOU benefits involved parties and serves the public through this cooperative effort to provide health services to inmates at the Mariposa County Adult Detention Facility. The proposed one-year MOU includes on-site medical and psychological care services for the one-year duration agreement. The budget for this MOU is not to exceed $971,268 and covers staffing costs for credentialed public health staff and mental health staff such as a licensed clinician, licensed vocational nurse and nurse practitioner to fulfill the needs and services at the site. The proposed MOU also includes telemedicine and telepsych. The related telemedicine and telepsych equipment has been acquired and installed on site. The use of telemedicine and telepsych enhances services while remaining cost-efficient in view of our distance from medical and psychological specialists.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent MOU between MCSO and HHSA on June 20, 2023 through Resolution No. 2023-333.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the MOU is not approved, MCSO will need to seek an agreement with an alternate service provider, probably at a higher cost.

FINANCIAL IMPACT

The Inmate Services costs have been included in the FY24-25 Sheriff ADF and HHSA Health Division Budgets.

ATTACHMENTS

1. **JBS MOU 24-25 (5)**
2. **Exhibit A. FY 2425 Jail Medical Services Budget**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

MOU Between the Health and Human Services Agency and Sheriff's Office

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Mariposa County Health and Human Services Agency, hereinafter referred to as HHSA, and Mariposa County Sheriff's Office, hereinafter referred to as MCSO.

PURPOSE:

The purpose of this MOU is to continue to develop a framework of cooperation between HHSA and MCSO to support the Jail Based Services program. The agreement has a term of July 1, 2024 through June 30, 2025.

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU benefits involved parties and serves the public through this cooperative effort to provide health services to inmates at the Mariposa County Adult Detention Facility. Services include telemedicine and tele psych, as well as onsite support from public health staff and behavioral health staff.

B. COMPENSATION:

Compensation for this MOU is not to exceed $971,268.00 Exhibit A, which is attached hereto and incorporated herein by reference, provides specific information related to allocated costs for this program.

C. RESPONSIBILITIES:

HHSA will:

1. Provide the necessary staffing for the Jail Based Services contract which include:
    a. Daily (8:00am-7:00pm) Nursing Staff for inmate daily medical needs and receiving screenings
    b. Availability to a Nurse Practitioner (in person or telehealth) no less than 0.5 FTE for inmate medical needs
    c. Medical Doctor available for consultation during regular service hours
    d. Licensed or registered/waivered clinician Monday- Friday except county holidays for BH/SUD assessment and treatment
    e. Psychiatrist (in person or telehealth) at 4 hours per week, as needed for psychiatric or MAT medication management
    f. On Call Nursing availability for telephone consultation <u>only</u>
        i. Calls may be made for an afterhours medical situation that is difficult to determine the seriousness of and rely on telephone consultation with a nurse.

        ii. Any instance of an obvious medical or psychiatric emergent or urgent nature will be automatically taken to John C. Fremont Emergency Department.
    g. On call Medical Staff availability for an inmate who is placed into the restraint chair will be medically evaluated within specific timelines
        i. A medical opinion on placement and retention shall be secured within one hour from the time of placement. A medical assessment shall be completed within four hours of placement.
    h. Monthly license verifications for licensed providers
2. HHSA nursing staff will follow standardized nursing protocols.
3. HHSA Staff will administer involuntary medications in accordance with the standardized procedures and valid doctor orders.
4. HHSA will coordinate discharge planning for each inmate with continued services prior to release from the Adult Detention Facility, to include discharge materials.
5. HHSA will coordinate with Probation staff on case management needs of inmates
6. HHSA-Public Assistance Branch will assist inmates with applying for benefits
7. Provide written protocols for medical staff including the development of a Health Care Procedures Manual as outlined in Title 15 section 1206, 1208.5,1209, and 1212
8. Maintain all client health records in accordance with record retention protocols within the appropriate Electronic Health Record.
9. Records requests will be processed by Quality Assurance at HHSA
10. MCIP claims will be submitted for services rendered when the inmate is Medi-Cal eligible and the service is claimable.
11. Order and coordinate medications for inmates.
12. Maintain contract with a pharmacy for the provision of a formulary and medication stock for dispensing of prescribed medications.
13. Provide data reports
    a. Type and number of services provided
    b. Number of Individuals served
    c. Transition referrals upon release,
    d. Pharmaceutical orders and reports on utilization
14. HHSA will not provide
    a. Urgent or emergent response.
    b. Restraint of clients
    c. Involuntary lab draws for the purpose of legal actions.

Sheriff's Office will:

1. Will provide an office for HHSA staff who are part of the Jail Based Services Program
2. Will provide adequate space for any telehealth equipment
3. Be responsible for supervision of inmates and assist HHSA staff if supervision is requested
4. Coordinate appointment time with Jail Based Services Team
5. Provide re-entry program materials (provided by HHSA) to inmates upon

discharge

6. Inform HHSA staff of any discharge plans of inmates so that discharge planning can be coordinated with external partners
7. Provide afterhours emergency inmate care via emergency department
8. Utilize crisis protocols for afterhours crisis evaluations of inmates
9. Provide PREA training, security protocols, emergency staff procedure training
10. Provide for forensic medical services including drawing of blood alcohol samples, body cavity searches and other functions for the purpose of prosecution
11. Provide full compensation for all medications ordered and distributed to inmates.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION:

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. TERMINATION:

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

3. PRINCIPAL CONTACTS: The principal contacts for this MOU are:

Mariposa County Sheriff's Office
Jeremy Briese
P.O. Box 276
Mariposa, CA 95338
209 966 5090

Mariposa County Health and Human Services
Kristina Keheley, Interim Director
209-966-2000
PO Box 99
Mariposa CA 95338

4. COMMENCEMENT/EXPIRATION DATE:

This instrument shall become effective as of July 1, 2024 and is effective through June 30, 2025, at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

_____	_____
Jeremy Briese, Sheriff Mariposa County Sheriff's Office	Date
_____	_____
Kristina Keheley, Interim Director Mariposa County Health and Human Services Agency	Date
_____	_____
Steven W. Dahlem County Counsel	Date
_____	_____
Miles Menetrey, Chair Mariposa County Board of Supervisors	Date
_____	_____
Danielle Bondshu Clerk of the Board	Date

FY 2024-2025

Inmate Medical Services
FUND 3543

3543

ACCT		REQUESTED BUDGET	SEPTEMBER ADJUSTMENTS	ONGOING ADJUSTMENTS	MID-YEAR ADJUSTMENTS	NET BUDGET
49101	Transfer In	1,215,784				
	Interest					
49999	Beginning Balance					
TOTAL REVENUES		1,215,784				0

EXPENSES		FTE%	Annual Salary	Budget	Benefits				
Salaries									
51111	Admin Analyst	7.00%	87,753	6,143	1,973				
	Acct Tech II	7.00%	57,968	4,058	1,718				
	Nurse Pract	50.00%	135,375	67,687	21,611				
	LVN	60.00%	69,888	41,933	22,671				
	LVN	80.00%	69,888	55,910	30,227				
	Mental Hlth Clinic	10.00%	82,426	8,243	3,711				
	Snr. Admin Analyst	5.00%	97,194	4,860	1,499				
	RN	60.00%	79,194	47,516	16,047				
	RN	100.00%	79,194	79,194	26,745				
	Staff Svc Analyst	50.00%	60,718	30,359	10,670				
	Program Admin	45.00%	107,010	48,154	21,661				
					0				
51112	Extra-Help Psychiatrist	10.00%	149,518	56,339	817				
51112	Extra-Help nurses Jail budget			95,512					
51112	Extra-Help RN								
51112	Extra-Help RN								
TOTAL SALARIES				545,908	159,350				0
Benefits									
51202	Longevity								
51215	Incentive Pay								
52101	Retirement Employer								
52102	Unfunded Liability			35,263			Per CAO		
52201	Medical								
52202	Dental								
52203	Vision								
52205	Life								
52206	Cafeteria								
52208	Medical Insurance Admin Fee								
52301	Social Security								
52302	Medicare								
52303	SDI								
52401	Accrued Benefits								
52303	Unemployment								

TOTAL OTHER COMP			**159,350**	
TOTAL SAL/BENEFITS			**817,078**	
Operating Expenses				
60111	Training and Seminars		5,000	
60121	Meals			
60122	Lodging			
60123	Mileage			
60132	Maintenance			
60151	Medical Supplies		10,000	
60152	Emergency Response			
60153	Special Departmental Supplies		4,200	
60191	Memberships			
60201	Misc Expense			
60211	Copy Machine Expense			
60212	Printing Expense			
60213	Office Supplies			
60214	Postage			
60301	General Professional Services			
60392	Rents & Leases			
60411	Telephone and Internet			
60414	Electricity			
60421	Equipment		1,500	
60421	Software			
60508	Community Education			
60517	Incentives			
60541	Client - Med Professionals			
80231	General Insurance			
	Insync licenses		10,929	
TOTAL OPERATING EXPENSES			31,629	0
965-0787	Transfer-out	15% indirect	122,562	
TOTAL INTRAFUND TRANSFERS			**122,562**	**0**
TOTAL ALL EXPENSES			971,268	
	OVER/SHORT		244,516	0
				0

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-313

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the Annual Labor Day Parade on August 31, 2024

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the Annual Labor Day Parade on August 31, 2024.

The parade will be from 11:00 am to 12:30 pm, with the closing of Highway 140 between Highway 49 North and Highway 49 South. This event is sponsored by the Chamber of Commerce, which is also providing the necessary insurance required by the County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has supported this event for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the parade will be canceled.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Chamber Ins24**
2. **Assembledge Permit24**
3. **Letter from CHP24**
4. **Letter from Lions Club24**
5. **Encroachment Permit**
6. **Map**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
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

EXCUSED: District I Supervisor Rosemarie Smallcombe

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2024

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 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	CONTACT NAME: Jeff Shaw
Jeff Shaw Farmers Insurance PO Box 1903 Mariposa CA 95338	PHONE (A/C, No, Ext): 209-742-6660 FAX (A/C, No): 209-966-4940 E-MAIL ADDRESS: jshaw@farmersagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Liability Insurance Company	
INSURER B: Mid-Century Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Mariposa County Chamber of Commerce, PO Box 425, Mariposa CA 95338

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		NBP1559291D	12/21/2023	12/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X		CUP1562413D	12/10/2023	12/10/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A09599247	05/01/2024	05/01/2025	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

The County of Mariposa, its officials, employees & volunteers are included as Additional Insureds with respect to General and Auto Liability. Insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions, and exclusions. Waiver of provisions, conditions, and exclusions.

CERTIFICATE HOLDER

County of Mariposa
5100 Bullion St
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Clear All

Application for Public Assemblage Permit

Pursuant to Mariposa County

Code Chapter 8.28

To: Mariposa County Sheriff's Department

Application Date: 6/17/2024

Scheduled Date of Event: 8/31/2024 Time: 9AM - 11:30 AM

Exact Location of Each Activity: OAKLEY CIRCLE (STAGING)
HWY 140 THROUGH MARIPOSA (PARADE)

Number Of People Attending, (Reasonable Estimate): 1,500 - 5,000 PEOPLE

Brief Description of Planned Activity: (Include Number and Type of Performance, Events, Names of well-known performers or public figures which would affect crowd size.)
MARIPOSA COUNTY FAIR PARADE WITH FLOATS, VEHICLES, WALKING & EQUESTRIAN ENTRIES (TYPICAL PARADE)

Will Food, Beverages, Or Alcoholic Beverages be sold, Provided or Consumed? NO

If Yes, Please Give Details. _____

Please List Mode, Extent, And Nature of Advertising: SOCIAL MEDIA, NEWS PAPER, WORD OF MOUTH, ANNUAL EVENT

Please list Names, Addresses, and Phone Numbers for all people responsible or in charge of the activity, specifying person to be contacted for the purpose of the application:

1. RICHARD KNIGHT 661-487-2092 *
2. KAREN CUTTER 209-628-0441
3. ERIC WEIHE 209-347-7079
4. JACOB HAWLEY 209-552-9124 *
5. _____
6. _____

If more space is needed, please attach on a separate page. MARIPOSA LIONS CLUB
MARIPOSA CHAMBER OF COMMERCE
5158 HWY 140, MARIPOSA

Please list all Arrangements made to provide the public health, safety and welfare requirements as required under Mariposa County Code 8.28.034

Fire Safety: MARIPOSA COUNTY FIRE

Sanitation Facilities: PUBLIC

Police Protection: MARIPOSA COUNTY SHERIFFS

Zoning & Land Use: ENCROACHMENT PERMIT

Parking & Traffic Control: CHP, PUBLIC WORKS, VOLUNTEERS

Emergency Medical Services: JCF HOSPITAL, MERCY AMBULANCE

Insurance/Bond: MARIPOSA CHAMBER, INSURANCE

ABC License number (If applicable): N/A

Copies to be sent or taken to the following agencies for signatures and approval or disapproval:

(Must be returned to Sheriff's Office within 10 days)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire		✓			6/24/24
Health Dept.		✓	NO		6/18/24
Hospital		✓			6/18/24
Planning		✓			6/18/24
CHP		✓			6/20/24
Sheriff		✓	NO		6.25.24
Other: P.W. E		✓	NO		6-24-24

Any Agency listing disapproval, please cite reasons for disapproval: _____

Any agency listing conditions, please attach conditions for approval to this application.

Submit to Sheriff's Office for Final Approval.

Application: MARIPOSA LIONS CLUB / CHAMBER OF COMMERCE

Address: 5158 HWY 140, MARIPOSA

Phone Number: 209-966-2456

State of California – Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa CHP Area
5264 Highway 49 North
Mariposa, CA 95338
(209)966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 19, 2024

File No.:455.15326.A16737.LaborDayParade

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa office of the California Highway Patrol has received and reviewed an application from the Labor Day Parade. This event is scheduled for August 31, 2024. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees to prevent any vehicles from parking or interfering with traffic on SR 140 or SR 49. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 356-2900.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining the Cal Trans encroachment permit please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL II, Lieutenant
Commander
Mariposa Area

Mariposa Lions Club

P.O. Box 801
Mariposa, CA 95338

"We Served"

June 25, 2024

Mariposa Board of Supervisors
PO Box 784
Mariposa, CA 95338

Re: Annual Labor Day Fair Parade

Dear Board of Supervisors,
This year the annual Labor Day parade is on Saturday, August 31, 2024. Mariposa Lions Club asks the Board of Supervisors to waived the encroachment fees for this event.

The Mariposa Chamber of Commerce is sponsoring this event and providing the insurance for this event.

If you have any questions or comments, please, contact me at richard.kn13@gmail.com or 661-487-2092.

Thank you,
Richard Knight
Mariposa Lions Club

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: June 26, 2024 Building Permit #: _____

APPLICANT: Mariposa Lions Club

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) All of Coakley Circle & HWY 140 side streets AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☑ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT Aug. 31, 2024
   ☐ OTHER (EXPLAIN BELOW)

   Annual Labor Day Fair parade down HWY 140 beginning at 10:00 am. All side streets will be closed and monitored by Lions Club members. No parking on Coakley Circle from 8:00 to 10:30 am

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

   Staging will be along Coakley Circle. The parade route will be be along HWY 140 from Coakley Circle to the intersection with HWY 49S

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: N/A

5. ADDRESS OF PARCEL: N/A

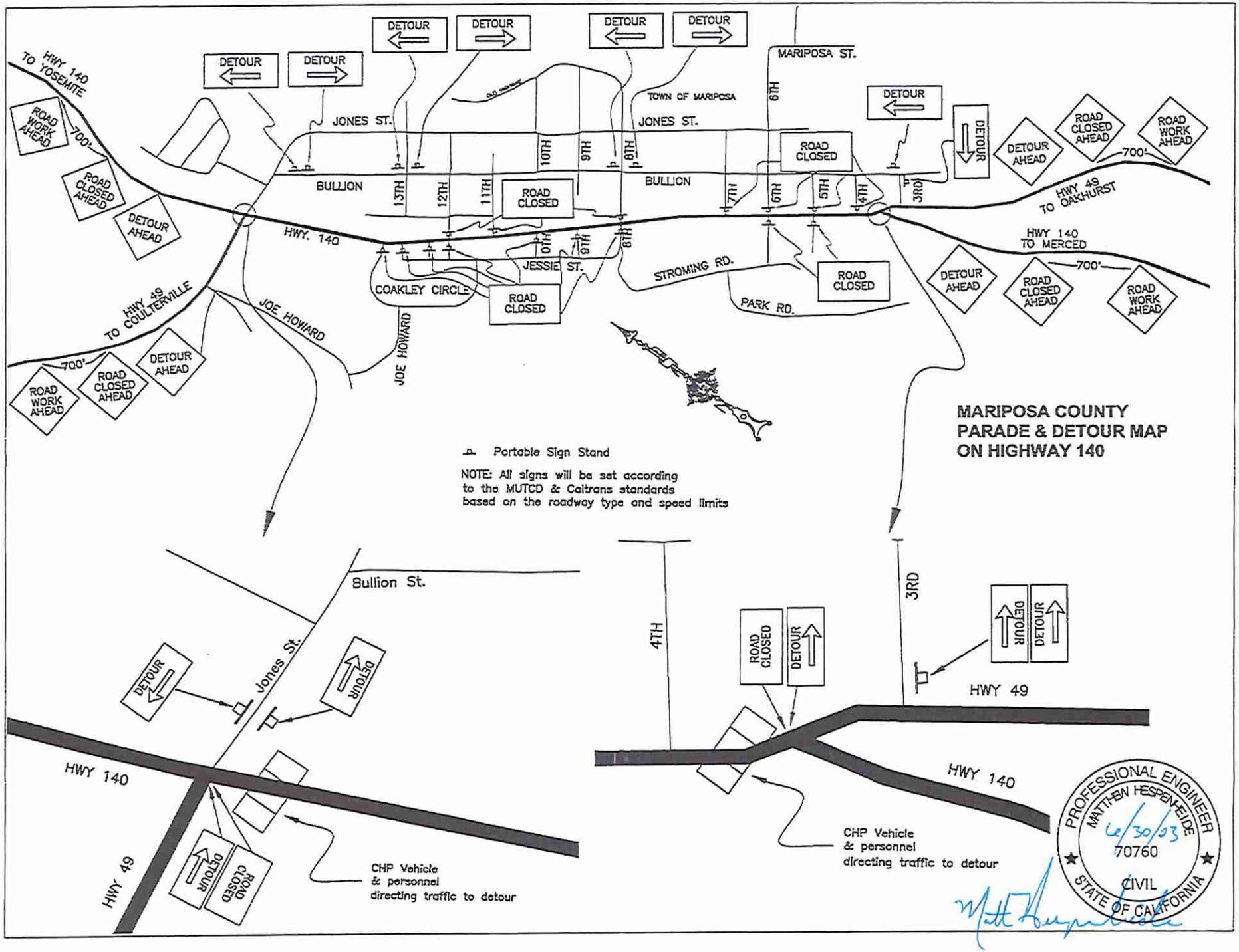
APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

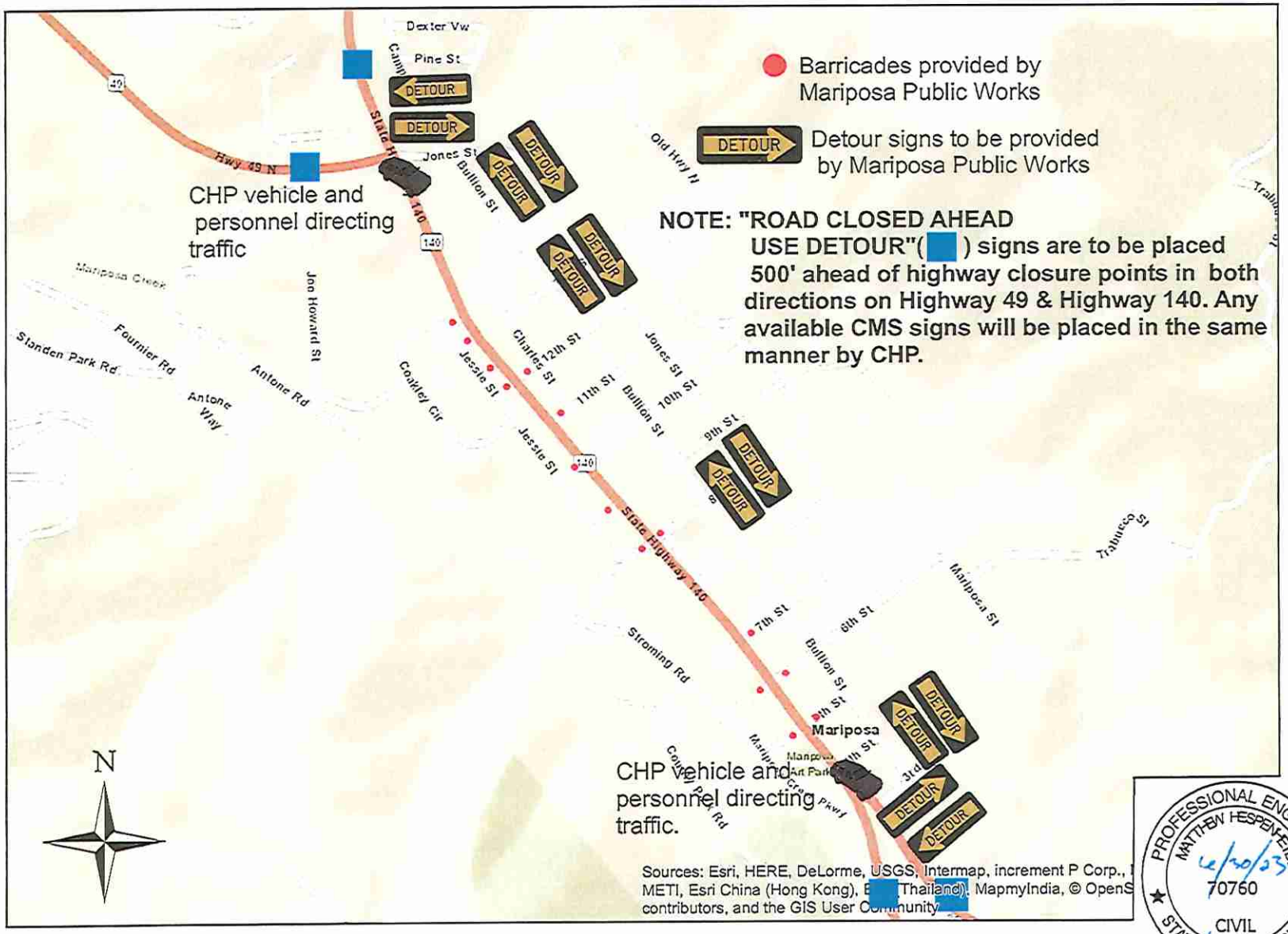
PERMIT NO.: _____ OWNERS NAME: _____

DATE ISSUED: _____ PRINTED NAME OF APPLICANT: Mariposa Lions Club

PHONE NUMBER: _____ SIGNATURE OF APPLICANT: Richard Knight

MAILING ADDRESS: PO Box 801
Mariposa, CA 95338


HWY 140 TO YOSEMITE
ROAD WORK AHEAD
700'
ROAD CLOSED AHEAD
DETOUR AHEAD
HWY 49 TO COULTERVILLE
DETOUR
JONES ST.
BULLION
HWY. 140
TOWN OF MARIPOSA
MARIPOSA ST.
ROAD CLOSED
13TH
12TH
11TH
10TH
9TH
8TH
7TH
6TH
5TH
4TH
3RD
JESSIE ST.
COAKLEY CIRCLE
JOE HOWARD
STROMING RD.
PARK RD.
HWY 49 TO OAKHURST
HWY 140 TO MERCED
Portable Sign Stand
NOTE: All signs will be set according to the MUTCD & Caltrans standards based on the roadway type and speed limits
MARIPOSA COUNTY
PARADE & DETOUR MAP
ON HIGHWAY 140
Bullion St.
Jones St.
HWY 140
HWY 49
CHP Vehicle & personnel directing traffic to detour
4TH
3RD
HWY 49
HWY 140
CHP Vehicle & personnel directing traffic to detour
PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
6/30/23
70760
CIVIL
STATE OF CALIFORNIA



PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
6/30/23
70760
CIVIL
STATE OF CALIFORNIA

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-314

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with R. Sutton Enterprises, LLC. for the Hornitios Road Pavement Digouts Project in the Amount Not to Exceed $659,000; and Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action to Allocate Expense to Fixed Asset Category

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with R. Sutton Enterprises, LLC. for the Hornitios Road Pavement Digouts Project in the Amount Not to Exceed $659,000; and Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action to Allocate Expense to Fixed Asset Category.

This project will take place along Hornitos Road from the Mariposa/Merced county line through the Town of Hornitos, between Post Mile (PM) 10.10 PM to 19.80 PM. Work shall consist of all labor, materials, equipment and services necessary to remove non-continuous sections of existing roadway materials to be replaced with Class 2 Aggregate Base (AB) and Hot Mix Asphalt (HMA) including and not limited to AB compaction, traffic control, and construction best management practices.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 14, 2024, the following bids were received:

Cal Valley Construction, Inc., Fresno, CA	$709,000.00
Dirt Dynasty, Inc., Valley Springs, CA	$894,000.00
Mountain Cascade, Inc., Livermore, CA	$717,900.00
Centerline Drilling, Inc., Powell Butte, OR	$674,100.00
George Reed, Inc., Modesto, CA	$755,200.00
R. Sutton Enterprises, LLC., Vallecito, CA	$659,000.00

R. Sutton Enterprises, LLC., is the low bidder. They are deemed responsible and their bid responsive.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board fail to approve the contract award, these repair locations will continue to deteriorate.

FINANCIAL IMPACT

There is no impact to the General Fund. This project is funded by SB1 Road Fund.

ATTACHMENTS

1. **R Sutton_Hornitios Digouts**
2. **Budget Action**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this ____ day of July, 2024, by and between R. Sutton Enterprises, Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of six hundred fifty-nine thousand and zero Dollars ($659,000) ("Contract Price"), the following services ("Services" or "Work"):

   Hornitos Road Pavement Digouts

   Work includes Mobilization, Traffic Control, Remove/Replace Roadway 4" Hot Mix Asphalt (HMA) on 12" Class II Aggregate Base (AB), and construction best management practices.

2. Contractor shall perform the Work at Mariposa/Merced county line through the Town of Hornitos to Old Toll Road, Post Mile (PM) 10.10PM to 19.80 PM ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within Thirty (30) 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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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
_X_ Bid Form and Proposal	____ Registered Subcontractor List
_X_ Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Noncollusion Declaration	_X_ Performance Bond
____ Iran Contracting Act Certification	_X_ Payment Bond
_X_ Designated Subcontractors List	____ Specifications
____ Notice to Proceed	____ Plans
____ Prevailing Wage Certification	____ Special Conditions
_X_ Workers' Compensation Certification	___ Exhibit "A" ("Scope of Work")
____ Drug-Free Workplace Certification	____ Federal Debarment Certification
____ Tobacco-Free Environment Certification	_X_ 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
cgonzales@mariposacounty.org

Contractor

Name: R. Sutton Enterprises
ATTN: Aaron Johnson
P. O. Box 237, Vallecito, California 95251
(209) 736-2717
chrpaaron@yahoo.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 Dahlem
County Counsel

Dated: July 03, 2024

Contractor: R. Sutton Enterprises

Signature: _____

Print Name: Aaron Johnson

Print Title: Estimator

License No.: 1101339

Registration No.: 1001012216

Address: P.O. Box 237, Vallecito, California 95251

Telephone: (209) 736-4597

Facsimile: (209) 872-2717

E-Mail: chrpaaron@yahoo.com

Information regarding Contractor:

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
__x__ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

88-3984113 :
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: R Sutton Enterprises LLC.
(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:

Hornitos Road Pavement Digouts

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Six hundred fifty-nine thousand and zero dollars $ 659,000.00
BASE BID ITEMS 1-3

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):

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
1.	Mobilization/Demobilization, Bonds, Insurance, and Permits	LS	1	$60,000.00	$60,000.00
2.	Traffic Control	LS	1	$70,000.00	$70,000.00
3.	Remove / Replace Roadway 4" HMA on 12" Class II AB	SF	46,000	$11.50	$529,000.00
	TOTAL BASE BID				$659,000.00
	ALTERNATE BID ITEM				
A4.	Additional 12" OverEx Fabric & 2 ½" Ballast	SF	11,500	$12.00	$138,000.00
	TOTAL ALTERNATIVE BID				$138,000.00

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. 01, Dated 6-10-24	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 or C-12 Earthwork and Paving contractor**.

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 (DIR).

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

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Team, Service, Stewardship
June 4, 2024

Hornitos Road Pavement Digouts
Project # PWEN-SB1-Hornitos
ADDENDUM #1
INITIAL THE ADDENDUM AS ACKNOWLEDGEMENT WITH BID PROPOSAL

1. Question presented to the county:
   Are there plans for the project?

   Response:
   No plan set for the project

2. Question presented to the county:
   The original bid notice says engineers estimate of $700,000. However, on page 8 of the document it says "In the event all Bids exceed the informal bid threshold of $200,000, Owner's Governing Board may elect to pass a resolution to award the Contract at $212,500 or less to the lowest responsible Bidder, in accordance".

   Response:
   This condition will not apply to this project. Because the engineers calculated estimate, of $700,000, exceeds the informal bid threshold of $200,000.

3. The attached is to be substituted for page Bid Bond – 1 of the bid package.

Bid Opening is still, Friday June 14, 2024 @ 2:00pm

Matt Hespenheide, County Engineer

forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

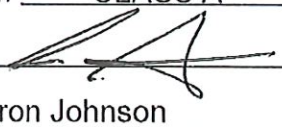
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations (DIR). 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 10 day of JUNE 20 24

Name of Bidder R Sutton Enterprises LLC.

Type of Organization CLASS A Construction Heavy Civil

Signature 

Print Name Aaron Johnson

Title Estimator

Address of Bidder PO BOX 237 VALLECITO 95251 CA

Taxpayer's Identification No. of Bidder 88-398413

Telephone Number 209-872-9978

Fax Number

E-mail Chrpaaron@yahoo.com Web page

Contractor's License No(s): No.: 1101339 Class: A/ HAZ Expiration Date: 8/25

No.: Class: Expiration Date:

No.: Class: Expiration Date:

Public Works Contractor Registration No.: 1001012216

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, R. Sutton Enterprises, LLC, as Principal ("Principal"),

and Merchants Bonding Company (Mutual), as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the County of Mariposa ("Owner") of Mariposa County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid, in the sum of

Ten Percent of the Total Amount Bid *** Dollars ($ 10% ***)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to Owner for all Work specifically described in the accompanying bid for the following project: Hornitos Road Pavement Dig-outs ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the Owner's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If Owner awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 10th day of June, 2024.

R. Sutton Enterprises, LLC
Principal

By

Merchants Bonding Company (Mutual)
Surety

By Vicki Mather, Attorney-in-Fact

Merchants Bonding Company (Mutual)
Name of California Agent of Surety

6700 Westown Parkway, West Des Moines, IA 50266
Address of California Agent of Surety

800-678-8171
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Oregon)
County of Clackamas)

On 6-10-24 before me, Chloe Theresa Letizia,
Date *Here Insert Name and Title of the Officer*

personally appeared Vicki Mather, Attorney-in-Fact
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

OFFICIAL STAMP
CHLOE THERESA LETIZIA
NOTARY PUBLIC - OREGON
COMMISSION NO. 1038058
MY COMMISSION EXPIRES JULY 02, 2027

Signature Chloe Theresa Letizia
Signature of Notary Public

Chloe Theresa Letizia, My Commission expires 7-2-2027

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Choruby; Brent Olson; Casey Geske; Chloe Lyons; Christopher A Reburn; Gail A Price; Gloria Bruning; J Patrick Dooney; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O Forker; Richard W Kowalski; Sterling Drew Roddan; Vicki Mather

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of June , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

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: N/A

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the Estimator of R Sutton Enterprises LLC, the party making the foregoing Bid.

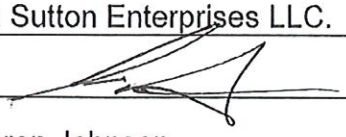
The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. 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 6-10-24 [date], at VALLECITO [city], CA [state].

Date: JUNE 10, 2024

Proper Name of Bidder: R Sutton Enterprises LLC.

Signature: 

Print Name: Aaron Johnson

Title: Estimator

END OF DOCUMENT

"General Decision Number: CA20240018 05/24/2024

Superseded General Decision Number: CA20230018

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)(1).

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 $17.20 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 2024.
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 $12.90 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 2024.

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	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/09/2024
5	02/16/2024
6	02/23/2024
7	03/01/2024
8	03/08/2024
9	03/15/2024
10	04/12/2024
11	04/26/2024
12	05/24/2024

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
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 01/01/2024

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	$ 84.76	25.07
Area 2	$ 64.56	25.07

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 08/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 41.18	18.58

* BRCA0003-003 08/01/2023

	Rates	Fringes
MARBLE MASON	$ 60.20	28.82

* BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 51.17	25.80
(7) San Francisco, San Mateo	$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 52.76	25.01
(16) Monterey, Santa Cruz	$ 54.18	27.82

* BRCA0003-008 07/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 43.90	19.51
TERRAZZO WORKER/SETTER	$ 59.06	28.31

* BRCA0003-011 04/01/2024

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	$ 37.75	19.28
Area 2	$ 34.76	19.22
Area 3	$ 32.68	18.32

Tile Layer
Area 1.....$ 59.92 22.62
Area 2.....$ 55.17 22.52
Area 3.....$ 50.28 22.05

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
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/Scrapper		
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 11/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.68	3%+24.65
Technician	$ 59.43	3%+24.65

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 03/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.00	29.00

ELEC0100-005 12/01/2023

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.42

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 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 65.16	29.55
Zone B	$ 71.68	29.75

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 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

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, orwork 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 12/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.745
Technician	$ 61.16	27.985

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 11/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+24.15
Technician	$ 58.86	3%+24.15

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.

ELEC0595-008 11/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+24.15
Technician	$ 47.01	3%+24.15

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.

ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 78.00	45.88

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

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.

ELEC0684-001 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		

Installer	$ 42.48	27.42
Technician	$ 48.85	27.62

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

---

ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 80.76	37.885+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; Cary 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 signalperson; 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 mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; 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

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

ENGI0003-008 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; 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: Al 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: Landscae 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: Reaminder

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 Northeaster 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 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.08	34.90

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 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.58	34.90

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 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		

Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

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

LABO0067-006 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.

LABO0073-002 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.

LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 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

LABO0073-007 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 bucker; 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 shal 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)

LABO0073-009 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.

LABO0261-003 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.

LABO0261-005 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; 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

LABO0261-009 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 bucker; 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 shal 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)

LABO0261-011 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.

LABO0261-014 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.

LABO0270-003 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.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ 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

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 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 bucker; 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 shal 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)

LABO0270-010 06/26/2023

SANTA CLARA 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 bucker; 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 shal 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)

LABO0270-011 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.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 36.29	25.55

LABO0294-002 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.

LABO0294-005 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

LABO0294-008 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 bucker; 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 shal 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)

LABO0294-010 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.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 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.

LABO0304-003 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

LABO0304-004 06/26/2023

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 bucker; 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 shal 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)

LABO0304-005 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.

LABO0304-008 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.

LABO0324-002 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.

LABO0324-006 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; 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

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 bucker; 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 shal 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"".

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)

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

---

LABO0324-014 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.

LABO0324-018 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.

LABO1130-002 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.

LABO1130-003 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

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 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 bucker; 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 shal 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)

LABO1130-008 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.

LABO1130-009 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 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes

Painters:.....$ 50.51 27.66

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 houir additional

PAIN0016-003 01/01/2024

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 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 40.85	22.40

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 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 54.13	27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

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 recive $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 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

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 IMPR0VEMENT

	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 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

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 Couonties	$ 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 01/01/2024

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 52.00	40.90

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 01/01/2024

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 48.85	40.09

* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
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 diapering 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 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 52.90	36.39

PLUM0467-001 07/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 79.41	40.20

ROOF0027-002 01/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 42.51	16.11

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 01/01/2024

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 74.63	38.51

SFCA0669-011 01/01/2024

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 44.32	27.83

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
SHEET METAL WORKER	$ 44.07	40.79

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.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that

the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R ◆1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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.

==========

END OF GENERAL DECISION"

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3300	300	60301	Professional Services			700,000
3300	300	70311	Roads and Bridges		700,000	
					700,000	700,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

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

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

Repair/replace sections of Hornitos Road

DEPT HEAD SIGNATURE _____ DATE 7/10/24

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Public Works - Roads

AUDITOR'S USE ONLY
BA #

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-315

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Moore Twining Laboratories in the Amount of $147,500; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Moore Twining Laboratories in the Amount of $147,500; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Moore Twining provides state certified Lab Chemical Analysis for Various Utilities and Facilities throughout the County. Public Works maintains numerous Water and Wastewater systems for Special Districts as well as several County facilities. The County is required by the state to take periodic water and wastewater samples and have them tested by a State Certified Laboratory for bacterial, mineral, and chemical content.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Works has entered into agreements with Moore Twining for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, Public Works will have to conduct an extensive search for another certified professional service provider, that could potentially putting County systems out of compliance with State Regulatory requirements.

FINANCIAL IMPACT

Funding for the cost of this Agreement is budgeted in several budgets that are managed by the Public Works Department.

ATTACHMENTS

1. Moore Twining Associates Inc - FY24-25

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
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

EXCUSED: District I Supervisor Rosemarie Smallcombe

AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** June 25, 2024

From: Nora M. Cole **Agreement with:** Moore Twining Associates, Inc

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☒ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ☒ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Harry Moore, Owner
(Name of person signing the agreement and their title)

Vendor Email: harrym@mooretwining.com
(Email of signee)

For: Chemical Analysis at Various County Sites FY24-25
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 7/1/2024 to 6/30/2025
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? Yes ☐ **No** ☒
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? Yes ☒ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000 -*** Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☒ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $147,500.00 **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

☐ $_____ **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Digital Signatures Authorized (Res. 20-456): 08-11-2020; Signature Authority Policy (Res. 22-116): 02-15-22;
Purchasing Policy Authorized (Res.22-462): 08-16-2022
Form Revision Date: 10-16-23

AGREEMENT FOR CHEMICAL ANALYSIS AT VARIOUS COUNTY SITES FY24-25

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," MOORE TWINING ASSOCIATES, INC, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or JUNE 30, 2025, whichever is earlier.

2. SERVICES

Contractor shall perform CHEMICAL ANALYSIS AT VARIOUS COUNTY SITES FY24-25 as described in Exhibit A, "Scope of Work & Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $147,500.00 as set forth in Exhibit A, "Scope of Work & Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

Moore Twining Associates, Inc
Harry Moore, Owner
2527 Fresno St.
Fresno, CA 93721
harrym@mooretwining.com

COUNTY:

County of Mariposa Public Works
Nora M. Cole, Administrative Analyst
4639 Ben Hur Road
Mariposa, CA 95338
ncole@mariposacounty.org

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work & Cost Proposal." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic

signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be

performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Harry Moore, Owner Moore Twining Associates, Inc
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

Exhibit A
SCOPE OF WORK & COST PROPOSAL

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

Analytical Services Quotation

Ronnie Sanches
Mariposa County
Analytical Services 2024 to 2025

Printed: 06/20/24
Effective: 07/01/24
Expires: 06/30/25

Pricing Summary

Parameter	Method	TAT (days)	Unit Price
Water			
1,2,3-TCP by SRL-524M	SRL 524M	10	$90.00
524 - Total Trihalomethanes (TTHM)	EPA 524.2	10	$100.00
524 - Volatile Organic Compounds	EPA 524.2	10	$150.00
525 - Semivolatile Organic Compounds	EPA 525.2	10	$150.00
525 - Semivolatile Organic Compounds - Short List	EPA 525.2	10	$150.00
552 - HAA5	EPA 552.2	10	$145.00
Alkalinity	SM 2320 B	10	$32.00
Alkalinity	varies	10	$32.00
Ammonia as Nitrogen (NH3-N)	EPA 350.1	10	$30.00
Arsenic, Total	EPA 200.7	10	$15.00
Arsenic, Total	EPA 200.8	10	$15.00
Arsenic, Total	EPA 6010B	10	$15.00
Biochemical Oxygen Demand (BOD[5])	SM 5210 B	10	$36.50
Chloride	EPA 300.0	10	$20.00
Courier Service I (0-50 Miles)	-	10	$75.00
Electrical Conductivity (EC)	SM 2510 B	10	$20.00
General Mineral - Mariposa County	varies	10	$150.00
Gross Alpha - DW (Sub)	EPA 900.0	30	$60.00
Inorganic Chemical w/o CN	varies	10	$230.00
Iron, Total	EPA 200.7	10	$15.00
Iron, Total	EPA 200.8	10	$15.00
Iron, Total	EPA 6010B	10	$15.00
Manganese, Total	EPA 200.7	10	$15.00
Manganese, Total	EPA 200.8	10	$15.00
Manganese, Total	EPA 6010B	10	$15.00
Nitrate as N	EPA 300.0	10	$30.00
Nitrite as N	EPA 300.0	10	$30.00
pH with temperature	varies	10	$20.00
Secondary/GP	varies	10	$200.00
Settleable Matter	SM 2540 F	10	$15.00
Sodium, Total	EPA 200.7	10	$15.00
Sodium, Total	EPA 6010B	10	$15.00
Total Coliform & E. Coli (DW P/A)	SM 9223	10	$25.00
Total Coliform & E. Coli (MPN)	SM 9223 B	10	$38.00
Total Coliform, Fecal & E. Coli (3x5 MTF)	SM 9221	10	$65.00
Total Dissolved Solids (TDS)	SM 2540 C	10	$15.00
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	10	$35.00
Total Nitrogen	varies	10	$60.00
Total Suspended Solids (TSS)	SM 2540 D	10	$15.00
Soil			
Ammonia as Nitrogen (NH3-N)	EPA 350.1	10	$30.00
Arsenic, Total	EPA 6010B	10	$15.00
Courier Service I (0-50 Miles)	-	10	$75.00
Total Kjeldahl Nitrogen (TKN)	SM 4500-N	10	$35.00

MOORE TWINING ASSOCIATES, INC.

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

California ELAP Certificate #1371

Analytical Services Quotation

Ronnie Sanches
Mariposa County
Analytical Services 2024 to 2025

Printed: 06/20/24
Effective: 07/01/24
Expires: 06/30/25

Pricing Summary

Parameter	Method	TAT (days)	Unit Price
Soil			
Total Nitrogen	varies	10	$60.00

Group Analysis Details

Alkalinity consists of:

Alkalinity

General Mineral - Mariposa County consists of:

Alkalinity	Cation/Anion Balance (Calc)	Chloride	Elec. Cond. by SM2510B
Iron, Total	Langelier Index (Calc)	Manganese, Total	Methylene Blue Active Substances (MBAS)
Nitrate as Nitrogen by EPA 300.0	Sodium, Total	Temperature	Total Dissolved Solids (TDS)

Inorganic Chemical w/o CN consists of:

Arsenic, Total	Fluoride	Mercury, Total	Nitrate as Nitrogen by EPA 300.0
Nitrite as N	Perchlorate (Sub)		

pH with temperature consists of:

Temperature

Secondary/GP consists of:

Alkalinity	Chloride	Color (Apparent)	Elec. Cond. by SM2510B
Iron, Total	Manganese, Total	Methylene Blue Active Substances (MBAS)	Sodium, Total
Temperature	Total Dissolved Solids (TDS)		

Total Nitrogen consists of:

Nitrate as Nitrogen by EPA 300.0	Nitrite as N	Total Kjeldahl Nitrogen (TKN)

If you have any questions, please feel free to call us at the number listed above. We look forward to earning your business.

Sincerely,

Moore Twining Associates, Inc.

Ralph N. Delgado

Ralph Delgado
Director of Quality Assurance /Sales Manager

Accepted by: _____

Ronnie Sanches
Mariposa County

Date: 06-20-2024

MOORE TWINING ASSOCIATES, INC.

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

California ELAP Certificate #1371

Analytical Services Quotation

Ronnie Sanches
Mariposa County
Analytical Services 2024 to 2025

Printed: 06/20/24
Effective: 07/01/24
Expires: 06/30/25

Analysis Details

Analyte	MDL	Reporting Limit
Total Coliform, Fecal & E. Coli (3x5 MTF) in Water (SM 9221)		
E. Coli		1.8 MPN/100mL
Fecal Coliforms		1.8 MPN/100mL
Total Coliforms		1.8 MPN/100mL
Total Coliform & E. Coli (DW MPN) in Water (SM 9223 B)		
E. Coli		1.0 MPN/100mL
Total Coliforms		1.0 MPN/100mL
Total Coliform & E. Coli (DW P/A) in Water (SM 9223)		
E. Coli		N/A
Total Coliforms		N/A
Alkalinity in Water (SM 2320 B)		
Bicarbonate Alkalinity as HCO3	0.23	1.3 mg/L
Bicarbonate Alkalinity as HCO3	0.23	1.3 mg/L
Bicarbonate Alkalinity as HCO3	0.23	1.3 mg/L
Bicarbonate Alkalinity as HCO3	0.23	1.3 mg/L
Carbonate Alkalinity as CO3	0.23	1.0 mg/L
Carbonate Alkalinity as CO3	0.23	1.0 mg/L
Carbonate Alkalinity as CO3	0.23	1.0 mg/L
Carbonate Alkalinity as CO3	0.23	1.0 mg/L
Hydroxide Alkalinity as OH	0.23	1.0 mg/L
Hydroxide Alkalinity as OH	0.23	1.0 mg/L
Hydroxide Alkalinity as OH	0.23	1.0 mg/L
Hydroxide Alkalinity as OH	0.23	1.0 mg/L
Total Alkalinity as CaCO3	0.23	1.0 mg/L
Total Alkalinity as CaCO3	0.23	1.0 mg/L
Total Alkalinity as CaCO3	0.23	1.0 mg/L
Total Alkalinity as CaCO3	0.23	1.0 mg/L
Ammonia as Nitrogen (NH3-N) in Water (EPA 350.1)		
Ammonia as N	0.097	1.0 mg/L
Biochemical Oxygen Demand (BOD[5]) in Water (SM 5210 B)		
Biochemical Oxygen Demand	1.0	1.0 mg/L
Cation/Anion Balance (Calc) in Water (SM 1030 F)		
Cation/Anion Balance (% Difference)		%
Chloride in Water (EPA 300.0)		
Chloride	0.24	2.0 mg/L
Chloride	0.24	2.0 mg/L
Chloride	0.24	2.0 mg/L
Color (Apparent) in Water (SM 2120 B)		
Color (Apparent)		1.0 Color Units
Elec. Cond. by SM2510B in Water (SM 2510 B)		
Specific Conductance (EC) at 25 °C	0.26	1.0 µS/cm
Specific Conductance (EC) at 25 °C	0.26	1.0 µS/cm
Specific Conductance (EC) at 25 °C	0.26	1.0 µS/cm
Fluoride in Water (EPA 300.0)		
Fluoride	0.028	0.10 mg/L

MOORE TWINING ASSOCIATES, INC.

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

California ELAP Certificate #1371

Analytical Services Quotation

Ronnie Sanches
Mariposa County
Analytical Services 2024 to 2025

Printed: 06/20/24
Effective: 07/01/24
Expires: 06/30/25

Analysis Details

Analyte	MDL	Reporting Limit
Gross Alpha (Sub) in Water (EPA 900.0)		
Gross Alpha		pCi/L
Langelier Index (Calc) in Water (SM 2330 B)		
Langelier Index		SI
Methylene Blue Active Substances (MBAS) in Water (SM 5540 C)		
MBAS, calc. as LAS, mol wt 340	0.019	0.050 mg/L
MBAS, calc. as LAS, mol wt 340	0.019	0.050 mg/L
Nitrate as Nitrogen by EPA 300.0 in Water (EPA 300.0)		
Nitrate as N	0.050	0.40 mg/L
Nitrate as N	0.050	0.40 mg/L
Nitrate as N	0.050	0.40 mg/L
Nitrate as N	0.050	0.40 mg/L
Nitrite as N in Water (EPA 300.0)		
Nitrite as N	0.050	0.30 mg/L
Nitrite as N	0.050	0.30 mg/L
Nitrite as N	0.050	0.30 mg/L
Settleable Matter in Water (SM 2540 F)		
Total Settleable Solids	0.10	0.10 mL/L/Hr
Total Dissolved Solids (TDS) in Water (SM 2540 C)		
Total Dissolved Solids	8.1	10 mg/L
Total Dissolved Solids	8.1	10 mg/L
Total Dissolved Solids	8.1	10 mg/L
Temperature in Water (SM 2550 B)		
Temperature	0.10	0.10 °C
Temperature	0.10	0.10 °C
Temperature	0.10	0.10 °C
Total Kjeldahl Nitrogen (TKN) in Water (EPA 351.2)		
Total Kjeldahl Nitrogen	0.45	0.50 mg/L
Total Kjeldahl Nitrogen	0.45	0.50 mg/L
Total Suspended Solids (TSS) in Water (SM 2540 D)		
Total Suspended Solids	0.23	4.0 mg/L
Ammonia as Nitrogen (NH3-N) in Soil (EPA 350.1)		
Ammonia as N	0.097	5.0 mg/kg
Nitrate as Nitrogen by EPA 300.0 in Soil (EPA 300.0)		
Nitrate as N	0.050	0.40 mg/kg
Nitrite as N in Soil (EPA 300.0)		
Nitrite as N	0.050	0.30 mg/kg
Total Kjeldahl Nitrogen (TKN) in Soil (SM 4500-N)		
Total Kjeldahl Nitrogen	0.45	25 mg/kg
Total Kjeldahl Nitrogen	0.45	25 mg/kg

MOORE TWINING ASSOCIATES, INC.

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

California ELAP Certificate #1371

Analytical Services Quotation

Ronnie Sanches
Mariposa County
Analytical Services 2024 to 2025

Printed: 06/20/24
Effective: 07/01/24
Expires: 06/30/25

Analysis Details

Analyte	MDL	Reporting Limit
525 - Semivolatile Organic Compounds in Water (EPA 525.2)		
Alachlor	0.38	1.0 µg/L
Atrazine	0.69	1.0 µg/L
Benzo (a) pyrene	0.094	0.10 µg/L
Bis(2-ethylhexyl) adipate	0.38	3.0 µg/L
Bis(2-ethylhexyl) phthalate	1.2	3.0 µg/L
Bromacil	3.9	10 µg/L
Butachlor	0.25	0.38 µg/L
Chlorpyrifos	0.31	1.0 µg/L
Diazinon	0.15	0.25 µg/L
Dimethoate	6.1	10 µg/L
Metolachlor	0.45	0.50 µg/L
Metribuzin	1.2	0.50 µg/L
Molinate	0.17	2.0 µg/L
Propachlor	0.32	0.50 µg/L
Simazine	0.94	1.0 µg/L
Thiobencarb	0.24	1.0 µg/L
surr: 1,3-Dimethyl-2-nitrobenzene		
surr: Perylene-d12		
surr: Triphenyl phosphate		
525 - Semivolatile Organic Compounds - Short List in Water (EPA 525.2)		
Alachlor	0.38	1.0 µg/L
Atrazine	0.69	1.0 µg/L
Simazine	0.94	1.0 µg/L
Thiobencarb	0.24	1.0 µg/L
surr: 1,3-Dimethyl-2-nitrobenzene		
surr: Perylene-d12		
surr: Triphenyl phosphate		
HAA5 by EPA 552.2 in Water (EPA 552.2)		
Bromoacetic Acid	0.30	1.0 µg/L
Chloroacetic Acid	0.42	2.0 µg/L
Dibromoacetic Acid	0.69	1.0 µg/L
Dichloroacetic Acid	0.41	1.0 µg/L
Total HAA5		2.0 µg/L
Trichloroacetic Acid	0.91	1.0 µg/L
surr: 2,3-Dibromopropionic Acid		
524 - 1,2,3-TCP in Water (SRL 524M)		
1,2,3-Trichloropropane (123TCP)	0.0015	0.0050 µg/L

MOORE TWINING ASSOCIATES, INC.

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

California ELAP Certificate #1371

Analytical Services Quotation

Ronnie Sanches
Mariposa County
Analytical Services 2024 to 2025

Printed: 06/20/24
Effective: 07/01/24
Expires: 06/30/25

Analysis Details

Analyte	MDL	Reporting Limit
524 - Volatile Organic Compounds in Water (EPA 524.2)		
1,1,1,2-Tetrachloroethane	0.13	0.50 µg/L
1,1,1-Trichloroethane (TCA)	0.11	0.50 µg/L
1,1,2,2-Tetrachloroethane	0.20	0.50 µg/L
1,1,2-Trichloroethane	0.12	0.50 µg/L
1,1-Dichloroethane	0.10	0.50 µg/L
1,1-Dichloroethene	0.12	0.50 µg/L
1,2,3-Trichlorobenzene	0.24	0.50 µg/L
1,2,4-Trichlorobenzene	0.21	0.50 µg/L
1,2,4-Trimethylbenzene	0.14	0.50 µg/L
1,2-Dichlorobenzene	0.14	0.50 µg/L
1,2-Dichloroethane (1,2-DCA)	0.12	0.50 µg/L
1,2-Dichloropropane	0.10	0.50 µg/L
1,3,5-Trimethylbenzene	0.14	0.50 µg/L
1,3-Dichlorobenzene	0.13	0.50 µg/L
1,3-Dichloropropane	0.10	0.50 µg/L
1,4-Dichlorobenzene	0.13	0.50 µg/L
2,2-Dichloropropane	0.16	0.50 µg/L
2-Chlorotoluene	0.13	0.50 µg/L
4-Chlorotoluene	0.14	0.50 µg/L
Benzene	0.093	0.50 µg/L
Bromobenzene	0.13	0.50 µg/L
Bromochloromethane	0.14	0.50 µg/L
Bromodichloromethane	0.12	0.50 µg/L
Bromoform	0.16	0.50 µg/L
Bromomethane	0.18	0.50 µg/L
Carbon tetrachloride	0.11	0.50 µg/L
Chlorobenzene	0.10	0.50 µg/L
Chloroethane	0.10	0.50 µg/L
Chloroform	0.11	0.50 µg/L
Chloromethane	0.13	0.50 µg/L
cis-1,2-Dichloroethene	0.13	0.50 µg/L
cis-1,3-Dichloropropene	0.10	0.50 µg/L
Dibromochloromethane	0.13	0.50 µg/L
Dibromomethane	0.13	0.50 µg/L
Dichlorodifluoromethane (CFC-12)	0.12	0.50 µg/L
Di-isopropyl ether (DIPE)	0.13	0.50 µg/L
Ethyl tert-Butyl Ether (ETBE)	0.18	3.0 µg/L
Ethylbenzene	0.12	0.50 µg/L
Hexachlorobutadiene	0.17	0.50 µg/L
Isopropylbenzene	0.13	0.50 µg/L
m,p-Xylene	0.27	0.50 µg/L
Methyl tert-Butyl Ether (MTBE)	0.24	3.0 µg/L
Methylene chloride	0.18	0.50 µg/L
Naphthalene		0.50 µg/L
n-Butylbenzene	0.24	0.50 µg/L

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

Analytical Services Quotation

Ronnie Sanches
Mariposa County
Analytical Services 2024 to 2025

Printed: 06/20/24
Effective: 07/01/24
Expires: 06/30/25

Analysis Details

Analyte	MDL	Reporting Limit
n-Propylbenzene	0.14	0.50 µg/L
o-Xylene	0.13	0.50 µg/L
p-Isopropyltoluene	0.14	0.50 µg/L
sec-Butylbenzene	0.14	0.50 µg/L
Styrene	0.14	0.50 µg/L
Tert-Amyl Methyl Ether (TAME)	0.11	3.0 µg/L
tert-Butyl alcohol (TBA)	2.6	5.0 µg/L
tert-Butylbenzene	0.14	0.50 µg/L
Tetrachloroethene (PCE)	0.13	0.50 µg/L
Toluene	0.098	0.50 µg/L
Total 1,3-Dichloropropene		0.50 µg/L
Total Trihalomethanes		0.50 µg/L
trans-1,2-Dichloroethene	0.12	0.50 µg/L
trans-1,3-Dichloropropene	0.11	0.50 µg/L
Trichloroethene (TCE)	0.12	0.50 µg/L
Trichlorofluoromethane (CFC-11)	0.10	5.0 µg/L
Trichlorotrifluoroethane (CFC-113)	0.13	10 µg/L
Vinyl chloride	0.093	0.50 µg/L
Xylenes		0.50 µg/L
surr: 1,2-Dichlorobenzene-d4		
surr: 4-Bromofluorobenzene		
Total Trihalomethanes (TTHM) in Water (EPA 524.2)		
Bromodichloromethane		0.50 µg/L
Bromoform		0.50 µg/L
Chloroform		0.50 µg/L
Dibromochloromethane		0.50 µg/L
TTHM	0.50	0.50 µg/L
surr: 1,2-Dichlorobenzene-d4		
surr: 4-Bromofluorobenzene		

MOORE TWINING ASSOCIATES, INC.

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

California ELAP Certificate #1371

Analytical Services Quotation

Ronnie Sanches
Mariposa County
Analytical Services 2024 to 2025

Printed: 06/20/24
Effective: 07/01/24
Expires: 06/30/25

Analysis Details

Analyte	MDL	Reporting Limit
Metals (Total) in Water (EPA 200.7)		
Arsenic	0.0080	0.010 mg/L
Iron	0.036	0.10 mg/L
Manganese	0.00062	0.0050 mg/L
Sodium	0.14	1.0 mg/L
Metals (Total) in Water (EPA 200.8)		
Arsenic	0.84	1.0 µg/L
Iron	17	20 µg/L
Manganese	0.75	1.0 µg/L
Mercury	0.089	0.10 µg/L
Metals (Total) in Water (EPA 6010B)		
Arsenic	0.010	0.010 mg/L
Iron	0.014	0.10 mg/L
Manganese	0.0014	0.0050 mg/L
Sodium	0.026	1.0 mg/L
Metals (Total) in Soil (EPA 6010B)		
Arsenic	0.85	2.0 mg/kg

TWINLAB-01 SMOLLECK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2024

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 License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711	CONTACT NAME: Sandra Molleck PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sandra.molleck@dibu.com
INSURED Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Crum & Forster Specialty Insurance Company — 44520 INSURER B : United States Fire Insurance Company — 21113 INSURER C : American Family Home Insurance Company — 23450 INSURER D : INSURER E : INSURER F :

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	EPK144705	7/27/2023	7/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CONTRACTORS POL	$ 5,000,000 $ 300,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	1337551632	7/27/2023	7/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			EFX123362	7/27/2023	7/27/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	2EA5WC000142100	7/27/2023	7/27/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Errors & Omissions			EEO105846	7/27/2023	7/27/2024	Each Occurrence	5,000,000
A	Errors & Omissions			EEO105846	7/27/2023	7/27/2024	Aggregate	5,000,000

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

Contract No: 20-056
Professional Liability is a claims made policy

Insured: 30 day Notice of Cancellation/10 day Non Payment
Coverage is subject to all policy terms, conditions, limitations and exclus

Umbrella Policy is follow form
SEE ATTACHED ACORD 101

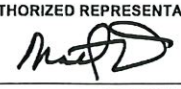
CERTIFICATE HOLDER

County of Mariposa
PO Box 784
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: TWINLAB-01 SMOLLECK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0E02096	NAMED INSURED
DiBuduo & DeFendis Insurance Brokers, LLC		Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716 Fresno County
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
When required by written contract The County, its officers, officials, employees and volunteers are included.

General Liability:
Waiver of Subrogation #EN0109-0211--Additional Insured - Owners, Lessees,or Contractors #EN0111-0211--Primary Non Contributory #EN0118-0211--Additional Insured - Owners, Lessees, or Contractors Completed Operations #EN0320-0211 per project aggregate on the general liability EN0352-0523
And on the Commercial auto per attached MA 04 008 01 18
Waiver of subrogation on work comp per attached WC 99 04 03 (ed 09-08)

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Proclaim the Week of July 21, 2024 - July 27, 2024, as "Pretrial, Probation and Parole Supervision Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of July 21, 2024 - July 27, 2024, as "Pretrial, Probation and Parole Supervision Week"

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved proclamations of support in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board and community will miss the opportunity to recognize the integral work these professionals do for our community.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. PPPS Week Proclamation - July 2024

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

The Mariposa County Board of Supervisors

Proclaims the week of

JULY 21st through JULY 27th, 2024

as

"PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK"

WHEREAS, Community Corrections is an essential part of the justice system; and

WHEREAS, Community Corrections Professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, Community Corrections Professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, Community Corrections Professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, Community Corrections Professionals work in partnership with community agencies and groups; and

WHEREAS, Community Corrections Professionals promote prevention, intervention and advocacy; and

WHEREAS, Community Corrections Professionals provide services, support, and protection for victims; and

WHEREAS, Community Corrections Professionals advocate community and restorative justice; and

WHEREAS, Community Corrections Professionals are a true Force for Positive Change in their communities; and

NOW, THEREFORE BE IT RESOLVED, that the Mariposa County Board of Supervisors, a political subdivision of the State of California, hereby recognizes the **Probation Employees** of the Mariposa County Probation Department by proclaiming **July 21st through July 27th, 2024** as "PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK", and encourages all citizens to honor these community corrections professionals and to recognize their achievements.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 16th day of July, 2024, by unanimous vote.

_____
ROSEMARIE SMALLCOMBE, District I Supervisor

_____
WAYNE FORSYTHE, District IV Supervisor

_____
SHANNON POE, District II Supervisor

_____
MILES MENETREY, District V Supervisor

_____
DANETTE TOSO, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-316

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve a Memorandum of Understanding (MOU), with Central California Animal Disaster Team (CCADT), for the Purpose of Documenting the Relationship Between the County of Mariposa and CCADT and Setting Forth the Terms of Collaborative Animal Emergency Response; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU), with Central California Animal Disaster Team (CCADT), for the Purpose of Documenting the Relationship Between the County of Mariposa and CCADT and Setting Forth the Terms of Collaborative Animal Emergency Response; and Authorize the Board of Supervisors Chair to Sign the MOU.

Mariposa County Animal Control ("MCAC") operates under the direction of the Mariposa County Sheriff's Office ("MCSO"). MCAC is responsible for animal-related services as defined by County and California laws. During a disaster, MCAC has the responsibility of implementing the County's animal emergency response as defined in the Mariposa County Emergency Animal Response Annex.

CCADT is a 501(c)3 non-profit organization that consists of qualified, trained, and certified volunteers to support and augment animal control agency resources during disasters. CCADT's primary purpose is to aid local animal control agencies with the following services for small companion pets, livestock, and equines.

During times of natural or human-caused disasters, MCAC may need animal rescue and sheltering services beyond the staffing capacity of MCAC. The two parties desire to work together as appropriate to provide emergency assistance when such is required. MCAC and CCADT mutually agree to coordinate disaster response activities as follows:

Mariposa County Animal Control

- Coordinates with the Mariposa Sheriff's Posse and Evacuation Team to provide evacuation of small companion pets, livestock, and equine
- Provides staff and volunteers to provide animal care at the large animal shelters
- Provides personnel to provide animal care to animals sheltered-in-place
- Provides assistance at CCADT-operated small animal emergency shelters if needed

Central California Animal Disaster Team

- Animal evacuation
- Coordinates with MCAC, SPCA Mariposa, and Red Cross Central CA to operate emergency animal sheltering for domesticated small companion animals
- Provides equipment and supplies as necessary to operate the emergency shelter
- Conducts search and rescue of lost animals
- Coordination with local veterinarians to assist with medical care for injured or sick animals impacted by the disaster
- Coordinates animal reunification
- If possible, it provides replacement supplies for pet owners who need assistance if the home is severely impacted or destroyed by a disaster.

Additional Collaborative Services Provided by CCADT

- Provides MCAC with emergency animal sheltering documents to use as needed
- Provides educational materials and training relating to dealing with animals in a disaster
- Participates in meetings and drills related to animal disaster response
- Assistance with care of high-volume animals seized due to animal cruelty/neglect
- Provides input to the Office of Emergency Services regarding the County's Emergency Animal Response Annex

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has authorized similar Memorandum of Understandings (MOU)s in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives and consequences of negative action are the risk of loss of life or injury to small companion pets, livestock and equine.

FINANCIAL IMPACT

There is no financial impact on Mariposa County's General Fund.

ATTACHMENTS

1. **Mariposa MOU with CCADT**
2. **Exhibit A**
3. **Exhibit B**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
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

EXCUSED: District I Supervisor Rosemarie Smallcombe

Memorandum of Understanding Between
the County of Mariposa and
the Central California Animal Disaster Team

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to document the relationship between the County of Mariposa ("County") and the Central California Animal Disaster Team ("CCADT"). This MOU sets forth the terms of collaborative services between County and CCADT.

II. Organization Descriptions

Mariposa County Animal Control ("MCAC") operates under the direction of the Mariposa County Sheriff's Office ("MCSO"). MCAC is responsible for animal-related services as defined by County and California laws. During a disaster, MCAC has the responsibility of implementing County's animal emergency response as defined in the Mariposa County Emergency Animal Response Annex.

CCADT is a 501(c)3 non-profit organization that is comprised of qualified, trained, and certified volunteers to support and augment animal control agency resources during disasters. CCADT provides disaster animal-related services in seven counties within the San Joaquin Valley: Mariposa, Madera, Merced, Fresno, Kings, Tulare, and Kern.

CCADT's primary purpose is to aid local animal control agencies with the following services for small companion pets, livestock, and equine. Each county will assign CCADT with specific services needed.

- Animal evacuation
- Emergency animal sheltering
- Search and rescue of lost animals
- Coordination of medical care for injured or sick animals impacted by the disaster
- Animal reunification
- Assistance with care of high-volume animals seized due to animal cruelty/neglect

Additional services:

- Educational Outreach: CCADT provides educational materials to animal owners on disaster preparedness for small and large animals.
- Animal Disaster Annex Planning: CCADT collaborates with animal control agencies in developing Animal Evacuation and Sheltering Plan Annexes to be incorporated with the county's emergency operational plan.

III. Independence of Operations

Each party to this MOU will maintain its own identity in providing service and establishing its own policies.

IV. Methods of Cooperation

During times of natural or human-caused disasters, MCAC may need animal rescue and sheltering services beyond the staffing capacity of MCAC. The two parties desire to work together as appropriate to provide emergency assistance when such is required. MCAC and CCADT mutually agree to coordinate disaster response activities as follows:

Mariposa County Animal Control

- Coordinates with the Mariposa Sheriff's Posse and Evacuation Team to provide evacuation of small companion pets, livestock, and equine
- Provides staff and volunteers to provide animal care at the large animal shelters
- Provides personnel to provide animal care to animals sheltered-in-place
- Provides assistance at CCADT-operated small animal emergency shelters if needed

Central California Animal Disaster Team

- Coordinates with MCAC, SPCA Mariposa, and Red Cross Central CA ("ARC") to activate and operate emergency sheltering for domesticated small companion animals
- Coordinates with local veterinarians to assist owners with injured or sick animals
- Provides equipment and supplies as necessary to operate the emergency shelter
- If possible, provides replacement supplies to pet owners who need assistance if the home is severely impacted or destroyed by disaster

Additional Collaborative Services Provided by CCADT

- Provides MCAC with emergency animal sheltering documents to use as needed
- Provides educational materials and training relating to dealing with animals in a disaster
- Participates in meetings and drills related to animal disaster response
- Provides input to the Office of Emergency Services regarding the County's Emergency Animal Response Annex

CCADT Activation & Volunteers

- CCADT may only be activated to respond by the MCAC Supervisor under the direction of the Mariposa County Sheriff or his designee.
- CCADT volunteers will not self-deploy to disasters in Mariposa County.
- All CCADT volunteers must pass a minimum background check prior to providing service under this MOU. CCADT utilizes the nationwide services of Coeus Global for their volunteer background checks - http://coeusglobal.com/.
- CCADT agrees to do its best to activate upon request; however, both parties acknowledge there are no legal requirements for CCADT to provide assistance under this MOU.

CCADT Activation & Volunteers (Continued)

- If there is a simultaneous disaster in another county that CCADT serves, CCADT will coordinate with MCAC and the other county's animal control division to allocate volunteers to the areas of most need.

- CCADT and its volunteers will be covered by applicable statutory immunities only when specifically authorized by MCAC to be activated for response, and to the extent of the law.

- CCADT acknowledges they must provide assistance through the direction of the Standardized Emergency Management System ("SEMS") / Incident Command System ("ICS"). All actions of CCADT will be coordinated with MCAC and/or other participating governmental agencies during a disaster.

V. Responsibilities of Parties

Both parties agree to:

- Conduct a review of this document upon request by either party. Revisions may be made as agreed by both parties by a duly executed amendment signed by both parties
- Provide notification of any changes in the contact information
- Identify response deficiencies and determine corrective actions needed
- Keep each other informed of changing conditions and capabilities
- Other non-governmental agencies involved with animal welfare may be allowed to work under the direction of MCAC and/or CCADT. However, both parties reserve the right to refuse assistance from any animal welfare group or individual. If MCAC refuses to work with any particular group, CCADT will comply with that decision.

CCADT Responsibilities:

- CCADT will provide equipment and supplies to operate the small animal shelter(s) to the best of its ability by utilizing donated funds
- CCADT will submit their travel and work hours on ICS Activity Log 214s to MCAC to be forwarded to the Mariposa County Auditor
- CCADT shall document all work done in connection with this Agreement and utilize project identification codes as directed by the Mariposa County Office of Emergency Services

County Responsibilities:

- Upon activation of CCADT, any purchases of supplies will be made in compliance with the procedures set forth in Exhibit A of this MOU.
- Reimburse CCADT for approved fuel costs as indicated on the mileage log on ICS Activity Log Form 214 that are received, reviewed, and approved by County.

Purchases Of Equipment & Supplies:

- If CCADT is unable to provide the necessary equipment/supplies, MCAC will be contacted to determine if they have the requested supplies in its inventory.
- If an emergency purchase needs to be made by CCADT and upon approval by MCAC, all purchases shall comply with the requirements as set forth in Exhibit A – *Requirements for Purchases and Reimbursement of Fuel Costs During Disasters*, as attached in order to receive reimbursement.

Limitations of MOU

- County acknowledges that activation and services of CCADT under this MOU are not limited to emergencies or major disasters that receive a state-proclaimed or federal declaration.

- This MOU does not restrict either party from participating in any activity with other public or private agencies or organizations during a disaster.

VI. Terms and Conditions

Term: This MOU is effective upon the date of execution and expires three years from the date of execution. Both parties may extend this MOU for an additional period not exceeding three years, and if so, shall confirm this in writing 90 days prior to the end date to allow for update to the MOU and County governmental approval procedures.

Independent Contractor: CCADT is an independent contractor, working under its own supervision and direction, and is not a representative or employee of County.

Contact Information: Each party agrees to provide the other party with emergency phone numbers of designated personnel responsible for disaster relief. This information will be reviewed on an annual basis and updated when needed. (See Exhibit B.)

Fuel Reimbursement: CCADT volunteers shall be reimbursed for fuel costs when activated pursuant to Section III of this MOU. In order for CCADT volunteers to receive reimbursement for fuel costs, the requirements outlined in Exhibit A must be met. Reimbursement shall be made approximately 45 days (unless otherwise mutually agreed upon by County and CCADT) after County's Office of Emergency Services reviews and approves the expenses submitted by CCADT.

Mutual Hold Harmless: CCADT shall defend, indemnify and hold harmless County, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CCADT, its officers, agents, or employees.

County shall defend, indemnify and hold harmless CCADT, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees.

Insurance: Each party shall be responsible for its own actions or omissions and those of its respective employees or volunteers. Each party shall be individually responsible for providing insurance coverage in accordance with its existing employee and volunteer policies and practices. Each party shall maintain its own equipment in safe and operational condition. Auto insurance is the responsibility of the disaster service worker. Workers Compensation insurance for CCADT volunteers will be provided by State Compensation Insurance Fund, in accordance with the California Office of Emergency Services Disaster Service Worker Volunteer Program Guidance. This guidance is mentioned here by reference only and can be accessed via: http://www.caloes.ca.gov/cal-oes-divisions/planning-preparedness/disaster-service-worker-volunteer-program.

Alteration of Terms: The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this MOU which is formally approved and executed by all parties.

Termination of MOU: This MOU may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by County unless an opportunity for consultation is provided prior to the effective date of the termination. County hereby authorizes the Mariposa County Animal Control Supervisor to make all decisions and take all actions required under this paragraph to terminate this MOU on behalf of County for the convenience of County.

Miscellaneous: Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Notices: All notices, claims, correspondence, reports, and/or statements authorized or required by this MOU shall be listed on the contact information. (See Exhibit A.)

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

County	Central CA Animal Disaster Team
_____	_____
(Legal Name)	(Legal Name)
_____	_____
By (Signature)	By (Signature)
	Naomi E. Tobias
_____	_____
Name (Printed)	Name (Printed)
	Chief Executive Officer
_____	_____
Sheriff/Emergency Manager	Title
_____	_____
Date	Date

EXHIBIT A

REQUIREMENTS FOR PURCHASES AND REIMBURSEMENT OF FUEL COSTS DURING DISASTER

I. Reimbursement for Fuel Costs

Upon activation by Mariposa County Animal Control (MCAC) to respond to an emergency/disaster, the Central California Animal Disaster Team (CCADT) shall establish a mileage log for each vehicle used during the response. These completed logs shall be returned to the County's Office of Emergency Services for any reimbursements.

1. ICS Activity Log Form 214 shall be used for reimbursement purposes
2. Original 214 forms must be used and submitted in order to receive reimbursement.

Fuel reimbursements be paid on a per-mile basis and calculated based on the current federal mileage reimbursement rate or any other options agreed upon by MCAC and CCADT (ex. fuel cards)

II. Purchasing of Supplies and Special Needs Items

A. All purchases of supplies must be done through the following process:

1. Resource Request (ICS 213RR) form must be completed and submitted no later than 1100 for approval and submittal for the next business day.

2. Resource Request ICS 213RR form must be submitted to OES personnel for approval prior to submittal to EOC for ordering. If OES approval has not been obtained, the form will be returned to sender for completion.

3. CCADT will not be reimbursed for any items (excluding fuel) purchased directly by CCADT or its volunteers.

4. Veterinary or other medical requests must be approved by MCAC.

III. Meals:

A. If aiding American Red Cross clients with emergency animal sheltering, CCADT has an MOU with Red Cross Central CA which permits volunteers to be included in any meal plans that are offered.

B. If CCADT volunteers do not partake in the meal plans offered by Red Cross Central CA, CCADT or the individual volunteer will provide the meals

EXHIBIT B

CONTACT INFORMATION

Mariposa County Animal Control	Central CA Animal Disaster Team
Name: Captain Chris Ramirez	Name: Naomi E. Tobias
Title: Captain, Mariposa County Sheriff's Office	Title: Chief Executive Officer
Office Phone: (209) 966-3615	Office Phone: (888) 402-2238; Ext. 700
Mobile Phone:	Mobile Phone: 559-433-9663 (Direct)
Email: cramirez@mariposacounty.org	Email: naomitobias@ccadt.org
Mailing Address: PO Box 276, Mariposa, CA 95338	Mailing Address: 5132 N. Palm Ave., #113; Fresno, 93704

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-317

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Accept a Grant Award from FEMA's Hazard Mitigation Grant Program for Mariposa County's Local Hazard Mitigation Plan (LHMP) Update 2025 in the Amount of $160,000; Authorize the Sheriff to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Mariposa County Sheriff's Office Budget to Implement the Grant ($160,000)

RECOMMENDATION AND JUSTIFICATION

Accept a Grant Award from FEMA's Hazard Mitigation Grant Program for Mariposa County's Local Hazard Mitigation Plan (LHMP) Update 2025 in the Amount of $160,000; Authorize the Sheriff to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Mariposa County Sheriff's Office Budget to Implement the Grant ($160,000).

Local Hazard Mitigation Plans form the foundation of a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repetitive damage. These plans are essential for enhancing resilience and minimizing the impact of natural hazards on communities.

The Disaster Mitigation Act of 2000 requires local governments to develop and submit mitigation plans for Federal Emergency Management Agency (FEMA) approval, as a condition of receiving Hazard Mitigation Grant Program project grants or Pre-Disaster Mitigation project grants. These plans must be updated on a regular cycle of at least five (5) years to maintain eligibility for disaster-related funding. Mariposa County's current LHMP will expire June 2025. The grant awarded is to procure a consultant to assist in the development and execution of updating the Mariposa County Local Hazard Mitigation Plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A local government must update its Local Hazard Mitigation Plan (LHMP) every 5 years. In prior years of development and updates, Mariposa County has absorbed the total cost of procuring a consultant to develop and execute the LHMP and its updates. Due to the current economic status, the Office of Emergency Services submitted a sub application on behalf of Mariposa County to secure the financial capacity to complete the LHMP update that is due June 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would place more economic strain on already stretched Departmental Budgets and the General Fund. This adverse action could cause a lapse in the update of the Local Hazard Mitigation Plan, subsequently making Mariposa County ineligible for Hazard Mitigation Grant Program project grants, as well as jeopardizing the LHMP from being adopted into the County's Safety Element of the General Plan. According to AB2140, this adoption, along with other requirements, gives the county the eligibility to be considered for part or all of its local-share costs on eligible Public Assistance projects to be provided by the state through the California Disaster Assistance Act (CDAA).

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **4683-AP01235-082P Application Approval**
2. **Budget Action - Board Item 1443**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607

FEMA

June 17, 2024

Robyn Fennig
Assistant Director Hazard Mitigation
Governor's Authorized Representative
California Offices of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Reference: Application Approval, HMGP DR 4683-1235-82P
Mariposa County
PCM: Mariposa County LHMP Update 2025
FIPS Code: 043-99043, Supplement 45

Dear Robyn Fennig;

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for Mariposa County, HMGP DR 4683-1235-82P, PCM: Mariposa County LHMP Update 2025.

The total project cost is $200,000.00. As shown in the enclosed Obligation Report - Supplement 45, we are obligating $150,000 for the 75 percent Federal share; the 25 percent non-Federal share is $50,000.00. We are obligating $10,000.00 for the 100% Federal share Subrecipient Management Costs. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Funding Type:	**Federal Share:**	**Non-Federal Share:**	**Total Project Cost:**
Supplement 45	$150,000.00	$50,000.00	$200,000.00
Management Costs	$10,000.00	$0	$10,000.00

This HMGP project approval and obligation of funds are subject to the following conditions:

1. **Scope of Work (SOW)** – Mariposa County will develop and adopt a FEMA approved Hazard Mitigation Plan to meet the requirements outlined in 44 CFR Part 201 and the most current FEMA hazard mitigation plan guidance.

2. **Project Completion Date** – The work schedule included with the project application indicates that the project will take 36 months to complete; however, we can only approve a project up to the approved disaster period of performance (POP). Therefore, the project completion date is April 13, 2027. Please inform the sub-recipient that work completed after the disaster period of performance (POP) is not eligible for federal funding, and that federal

funds may be de-obligated for work completed outside the POP when there is no approved time extension.

3. **Project Closeout –** Within 120 days of the award period of performance's expiration, all project funds must be liquidated and final closeout documentation for the project must be submitted to FEMA. Please note the project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.

4. **Record of Environmental Consideration (REC)** – In compliance with the National Environmental Policy Act (NEPA), this undertaking is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement.

5. **Standard Conditions** – This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions,* amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions please contact Andrea Harvey, Sr. Grants Management Specialist by email at andrea.harvey@fema.dhs.gov, or phone (202) 430-4878.

Sincerely,

KATHRYN J LIPIECKI

Digitally signed by KATHRYN J LIPIECKI
Date: 2024.06.17 19:38:59 -07'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (2):
Obligation Report - Supplement 45
Standard Mitigation Grant (HMGP) Conditions

cc: Melissa Boudrye: Resilience Branch Chief, California Governor's Office of Emergency Services
Concepcion Chavez: Technical Assistance Division Chief, California Governor's Office of Emergency Services
Ron Miller: Hazard Mitigation Assistance Branch Chief, California Governor's Office of Emergency Services
Joe Purvis: HM Grants Division Chief, California Governor's Office of Emergency Services
Ryan Massello: HM Quality Assurance Division Chief, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANTS PROGRAM

Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4683	82 -P	0	1235	1	45	CA	Statewide

Subrecipient: Mariposa (County)

Project Title : PCM: Mariposa County LHMP Update 2025

Subrecipient FIPS Code: 043-99043

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$150,000.00	$150,000.00	$0.00	$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
$150,000.00	$10,000.00	$160,000.00	05/30/2024	Accept	2024

Comments

Date: 05/29/2024 User Id: SSCOTT39

Comment: Approved funding for 4683-1235-82P-Mariposa County Local Hazard Mitigation Plan Update 2025-$150,000.00 Federal Share and $10,000.00 Sub Recipient Management Costs.

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 05/29/2024

HMO Authorization Name: JARED PERI

HMO Authorization Date: 05/29/2024

Authorizing Official Signature	Authorizing Official Title	Authorization Date
Authorizing Official Signature	Authorizing Official Title	Authorization Date

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.

2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.

3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.

4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.

5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.

6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.

7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding $5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.

8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.

9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.

10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.

11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subpplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.

12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.

14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.

15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.

16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.

17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).

18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

    Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3647	216	46063	FEMA Hazard Mitigation - Federal		(160,000)	
3647	216	60301	General Professional Services		160,000	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	Credit
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 2024-2025

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

MARIPOSA COUNTY

Board of Supervisors

County Service Area 1M 2024-001

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: **PUBLIC HEARING:** Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro) for Off-Season Fire Protection; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 24-25

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro) for Off-Season Fire Protection; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 24-25.

Each year, a report is prepared detailing the fees associated with County Service Area 1-M. Upon approval from the Board of Supervisors, this fee report is included in the Property Tax Roll. The Public Works Department is currently requesting the Board's approval of the fees and authorization to include them in the Property Tax Roll for the Fiscal Year 2024-25.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approves the fee structure for the Lake Don Pedro Service District annually.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fees would cause the non-collection required for continuing to provide off-season fire protection in the Lake Don Pedro Service Area.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Public Hearing Notice**
2. **Notice of Exemption filed**
3. **Tax Roll List**
4. **Resolution for 1406**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District II Supervisor Shannon Poe

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

EXCUSED: District I Supervisor Rosemarie Smallcombe

PUBLIC HEARING NOTICE
COUNTY SERVICE AREA NO. 1-M
(Lake Don Pedro off-season Fire Protection)

On Tuesday, July 16, 2024, at the hour of 9:00 a.m. or as soon thereafter the Mariposa County Board of Supervisors will conduct a public hearing in the Chambers of the Board of Supervisors, Mariposa County Government Center, 5100 Bullion Street, Mariposa, California, to establish the current fee structure for County Service Area No. 1-M (Lake Don Pedro off-season fire protection). The fees are to be placed on the property tax roll for fiscal year 2024-25.
Any interested member of the public may appear at the hearing and be heard or is welcome to provide written input.

Information on the fees is available for review from the Clerk of the Board, 5100 Bullion Street, Mariposa California 95338 or the Public Works Department at 4639 Ben Hur Road, Mariposa, California 95338.

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ County Clerk
County of Mariposa County
P.O. Box 247
Mariposa, CA 95338

From: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

FILED
JUN 20 2024
COURTNEY PROGNER MORROW
MARIPOSA COUNTY CLERK

Project Title: County Service Area 1-M Authorized Fees

Project Location-Specific: Mariposa County and Lake Don Pedro

Project Location-City: Mariposa **Project Location-County:** Mariposa County

Description of Project: Re-authorizing fees

Name of Public Agency Approving Project: COUNTY OF MARIPOSA

Name of Person or Agency Carrying Out Project: Mariposa County – Dept. Of Public Works

Exempt Status:

☐ Ministerial (Sec. 21080-(b) (8); 15268);
☐ Declared Emergency (Sec. 21080(b)(3): 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
X Categorical Exemption. State type and section number: Section 15301
☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Operation of existing facilities

Lead Agency
Contact Person: **Shannon Hansen** **Area Code/Telephone:** **(209) 966-5356**

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project:
X Yes ☐ No

Signature: _____ Date: 6/13/24
Title: Director Public Works & Transportation

X Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

EXHIBIT "A"
COUNTY SERVICE AREA 1-M
TO BE PLACED ON TAX ROLL FISCAL YEAR 2024-25

CSA NAME	ADDRESS*	SERVICE	24-25 FEE
County Service Area 1-M		Off-Season Fire Protection	
Location: Lake Don Pedro			
Developed Lots			$80.00
Undeveloped Lots			$16.00

MARIPOSA COUNTY

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE CURRENT FEE STRUCTURE FOR MARIPOSA COUNTY SERVICE AREA 1-M.

SECTION 1. WHEREAS,

(a) This Board has enacted ordinances relative to certain County Service Areas declaring that service charges shall be collected on the tax roll in the same manner and at the same time as the County's general ad valorem property taxes are collected as provided by Government Code Section 25215.5; and

(b) This Board desires to proceed in accordance with the provisions of Government Code Section 54985 and 54986 and Articles XIIIC and XIIID of the California Constitution in order to carry said ordinances into effect; and

(c) This Board ordered the preparation of a written report containing a description of each parcel of real property receiving services and the amount of the charge for each parcel for the fiscal year 2024-2025, and further requiring the Clerk of the Board to select a date and time for a hearing on said report, and to cause a notice of hearing thereon to be published in a newspaper of general circulation in the County pursuant to the provisions of Section 6061 of the Government Code; and

(d) The Public Works Department has investigated possible environmental impacts of the proposed assessments and found this action to be categorically exempt from the requirements for preparation of environmental documents pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines; and

(e) The Director of Public Works having duly prepared said written report and filed the same with the Clerk of the Board, whereupon said Clerk duly selected the date and time for hearing on said report, caused a notice of the filing of said report and the time and place of hearing thereon to be published pursuant to the provisions of Section 6061 of the Government Code, and caused said report to be available for public inspection for a period of not less than ten (10) days prior to the date of said hearing; and

(f) In accordance therewith, a public hearing has been held before this Board today at which time the Board considered said report and heard and considered all objections and protests to said report; and

SECTION 2. NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, as follows:

1. This Board finds and determines that each of the facts recited herein above is true, and that this Board has jurisdiction to proceed and make the determination set forth below.

2. This Board further finds that because the proposed action is for the reaffirming of rates and charges necessary to meet operating expenses, for the purchase or lease of supplies, equipment and materials, to meet financial reserve needs and requirements and to obtain funds for capital projects necessary to maintain service within existing County Service Areas it is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines.

3. The Clerk of the Board will file with the County Clerk a Notice of Exemption, pursuant to CEQA and said Guidelines, if requested.

4. The public hearing upon the levying of assessments and fees within each County Service Area is hereby concluded and closed.

5. This Board does hereby confirm that these assessments and fees comply with the applicable provisions of Article XIIID of the California Constitution and that no balloting will be required except to increase the assessments or fees beyond the approved level.

6. This Board hereby approves all assessments and fees described in Exhibit "A" which have remained unchanged since the last fiscal year and adopts this resolution recommended by the Public Works Department prepared for consideration of this Board setting County Service Area fees that are to be placed on the tax roll for fiscal year 2024-2025.

7. The Clerk of the Board shall send a certified copy of this resolution to each of the following:

Public Works Department
County Counsel
County Auditor
County Administrative Officer

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this _____ day of _____, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Advertising and Consultant Selection for Vehicle Miles Traveled (VMT) Policy

---

RECOMMENDATION AND JUSTIFICATION

Approve Advertising and Consultant Selection for Vehicle Miles Traveled (VMT) Policy.

Approve a Request for Proposal (RFP) to Retain a Consultant to create the Mariposa County Vehicle Miles Traveled (VMT) Policy; and Authorize the Local Transportation Commission (LTC) Executive Director to award and sign a Consulting Services Agreement (Subject to Approval as to Legal Form by County Counsel).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Vehicle Miles Traveled (VMT) method is a way of evaluating transportation impacts with metrics that support the reduction of greenhouse gas emissions, development of multimodal transportation networks and diversification of land uses. Senate Bill (SB) 743 State law required all local agencies to begin using VMT by July 1, 2020. VMT replaced the previous Level of Service (LOS) method as a metric for assessing transportation impacts of land use and transportation projects.

On May 14, 2024, Resolution LTC 2024-7, the Local Transportation Commission Approved the Transportation Planning Overall Work Program (OWP) for FY 2024-25 which included the creation of Mariposa County Vehicle Miles Traveled (VMT) Policy as part of Work Element #3.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Delay or no action will result in the County being unable to meet the state requirements of SB 743 (Steinberg, 2013), Public Resources Code section 21099, and to follow the Office of Planning and Research's revised CEQA Guidelines that identify vehicle miles traveled (VMT) as the most appropriate metric to evaluate a project's transportation impacts.

FINANCIAL IMPACT

This project does not impact the General Fund as it is funded by the Transportation Planning Overall Work Program, as part of Work Element #3 using Rural Planning Assistance (RPA) Funds.

ATTACHMENTS

1. **OWP FY 24 -25 -Final - 5-14-24**
2. **VMT Policy - RFP 7-2-24**

VOTE RESULT

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

Mariposa County

Local Transportation Commission

Transportation Planning Overall Work Program

For Fiscal Year 2024-2025

Final

Adoption by LTC Resolution #24-6 May 14, 2024

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356

Table of Contents

Introduction....3
The Work Program....3
Regional Setting....4
Local Transportation Commission (LTC)....5
Public Involvement....5
Environmental Justice & Title VI....6
The Transportation Planning Program....7
Summary of Work Elements....7
Funding....8
Federal Planning Factors....9
Fixing Americas Surface Transportation FAST Act....10
Planning Emphasis Areas (PEAs)....11
Work Elements....12
1. Regional Transportation Plan (RTP)....12
2. Regional Transportation Improvement Program (RTIP)....13
3. Transportation Planning Studies....14
4.1. Transit Planning....16
4.2. Transportation Development Act (TDA)....17
5. Air Quality Planning....18
6. Public Information....19
7. Maintenance of the Overall Work Program (OWP)....20
References....21

Appendix
Overall Work Program Agreement
MCLTC Resolution
Transportation Planning Process Certification
Certification and Assurances
Debarment and Suspension Certification

1. Introduction

The Work Program

The Overall Work Program (OWP) is a budget for one fiscal year. It identifies transportation planning activities and their funding sources. This OWP is for Fiscal Year 2024-2025 including July 1, 2024 - June 30, 2025.

Together with the Master Fund Transfer Agreement (MFTA) and the Overall Work Program Agreement (OWPA), the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds.

The primary concerns addressed in this Work Program are:

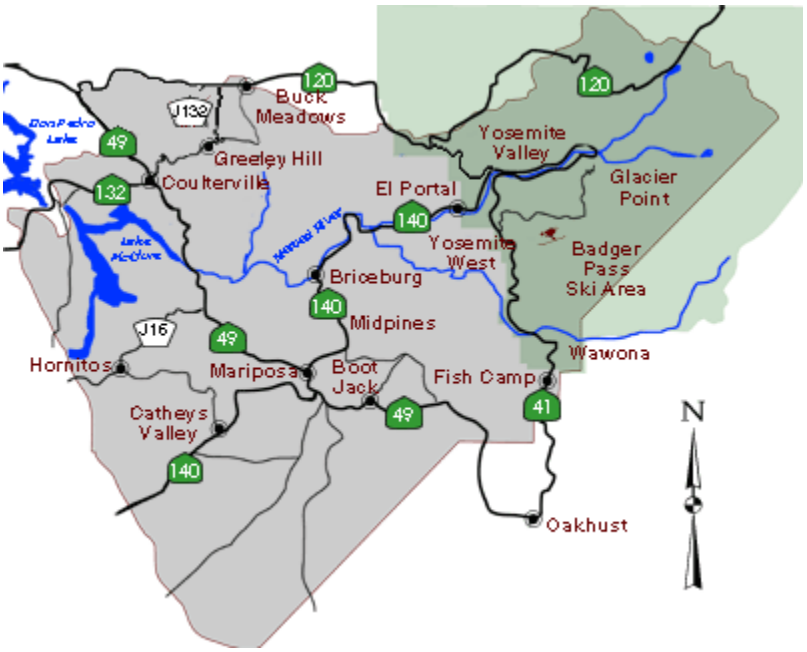
- Funding for transportation planning projects and programs
- Coordination with federal, state, and local agencies
- Coordination with neighboring regions and their planning activities including but not limited to the staff participation in Yosemite Area Regional Transportation System (YARTS), Rural Counties Task Force (RCTF), and Bicycle Pedestrian Advisory Committee (BPAC)
- Public participation and outreach
- Air Quality Conformity
- Consistency with the General Plan
- Improving transportation datasets and analysis capabilities

The main products of this Work Program will be:

- Complete Phase III of Active Transportation Plan 2024 (Funded by RPA)
- Complete Phase I & II of the Vehicle Miles Traveled Policy 2024-25 (Funded by RPA)

Regional Setting

Mariposa County is a rural, mountainous area with a population of approximately 17,131 (per the 2020 U.S. Census). It is estimated that every year approximately 4 million people travel through Mariposa County on their way to Yosemite National Park. Portions of Yosemite National Park, the Sierra National Forest, the Stanislaus National Forest, and other public lands account for about half of the almost 1,500 square miles of land area. Two highways – State Routes 49 and 140 – traverse the County, and three others – Routes 41, 120, and 132 – have portions within it.



While the County does not experience the same kind of congestion problems that face most urban areas, the incremental, low density, and widespread development pattern that is emerging creates traffic problems of their own. The primary concern is with the maintenance and improvement of the County's roadways to a safe and appropriate standard. As new housing goes up in the rural areas of the county, deficiencies in the roadway system are becoming more apparent. However, due to the mountainous terrain over much of the land, Mariposa faces higher road construction and maintenance costs than many areas. When the higher costs are combined with the small population, piecemeal growth, and low density of development, paying for necessary infrastructure maintenance and improvements becomes a more difficult task.

In the recent past, much of the growth in Mariposa County has come from tourism – mostly related to Yosemite National Park – and from the migration of retirees from urban and suburban areas.

The Local Transportation Commission

The structure of the Mariposa County Local Transportation Commission has not changed since it was formed in 1975. The Local Transportation Commission (LTC) is composed of the (5) five members of the Mariposa County Board of Supervisors, as there are no incorporated areas within the County. The County's Director of Public Works & Transportation is designated as the Executive Director of the LTC.

A Memorandum of Understanding between the Mariposa County Transportation Commission and the State of California was updated in 1999. This MOU describes the relationship between the State and County for transportation planning in Mariposa County.

The LTC has advisory committees that meet on an as-needed basis. These include the Policy Advisory Committee and Citizen's Advisory Committee. The Technical Advisory Committee (TAC), which will meet twice a year. The TAC will make recommendations to the LTC on matters such as the Regional Transportation Plan (RTP) and the annual Transportation Planning – Overall Work Program (OWP). The purpose and structure of these committees has been reviewed and the LTC bylaws updated accordingly. Additionally, a Social Services Transportation Advisory Council (SSTAC) meets prior to the Unmet Transit Needs Hearing and at other times, as needed. Currently the council meets two times annually. The council advises the LTC on transit and other transportation needs within the County.

Public Involvement

Public input by citizens or any interested party is encouraged by the LTC and welcomed at all LTC meetings. Noticed public hearings are held on topics such as Unmet Transit Needs and adoption of the Regional Transportation Plan. The LTC strives to include continuous community involvement in the development of plans and studies including online to gather feedback. Mariposa County is the ancestral home to numerous Native Americans (i.e., Tribes, communities, organizations, groups, and individuals). The LTC will reach out to the American Indian Council of Mariposa and other Native American, communities, organizations, groups, and individuals for their participation. A Public Participation Plan was completed in FY 2009-10 and more explicitly describes the LTC's public involvement goals and procedures.

Although there are no federally recognized Native American tribes within Mariposa County. California is the ancestral home to several federally recognized and non-federally recognized California Native American tribes, communities, organizations, groups, and individuals. Proactively pursuing early Native American involvement as mandated by federal and state guidelines, considered, and addressed during the earliest stages of transportation planning and programming, benefits local transportation agencies such as the Mariposa County LTC, Native Americans and Caltrans. We frequently reach out to Southern Sierra Miwuk Nation, North Fork Mono Rancheria, and Choinumni Tribe to name a few. Such efforts minimize impacts to projects by (a) avoiding potential delays and cost overruns, and (b) gaining important knowledge and information for protecting and preserving unique biological and cultural resources (i.e., flora, fauna, prehistoric sites, religious and ancestral places, etc.) for future generations.

Environmental Justice & Title VI

County staff addresses the effects of transportation planning on traditionally underrepresented and underserved populations, such as the elderly, disabled, low-income, and minority (i.e., Black, Hispanic, Asian American, Native Americans/Alaskan Native, and Pacific Islander) community groups and their leaders by involving the potentially affected public in developing transportation projects that fit harmoniously within the community without sacrificing safety or mobility. The county accomplishes this goal both formally and informally through newspaper announcements, public hearings, workshops, County websites, social media, and meetings with traditionally underrepresented communities and community leaders and notices to local minority groups.

Mariposa County Local Transportation Commission will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Person's requirements (70 FR 74087, December 14, 2005). Mariposa County Local Transportation Commission is committed to creating and maintaining a system that is free of all forms of discrimination, taking necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

2. The Transportation Planning Program

The Transportation Planning Program consists of multiple efforts, divided into Work Elements. The program and its elements are derived from various prior documents and programs including:

- The 2017 Regional Planning Handbook
- The 2024 Regional Transportation Plan
- The Regional Transportation Improvement Program and amendments
- The California Transportation Plan
- A 1990 Traffic Safety Evaluation of Mariposa County Roads conducted by the Institute of Transportation Studies
- YARTS and subsequent work in the development of a regional transit system
- The 1994 Mariposa County Highway 140 Transit Service Evaluation Report
- The 2021 Short Range Transit Plan
- The 2021 Pavement Management Program
- The 2011 Bicycle and Pedestrian Transportation Plan
- The Climate Action Plan-Transportation Infrastructure Vulnerability Assessment, and Resiliency Plan

Summary of Work Elements

- Work Element 1 - **Regional Transportation Plan (RTP)** and participate in regional planning efforts
- Work Element 2 - **Regional Transportation Improvement Program (RTIP)** preparation, Project Study Reports, and project monitoring
- Work Element 3 - **Transportation Planning Studies** for specific issues
- Work Element 4.1 - **Transit Planning** and coordination
- Work Element 4.2 – **Transportation Development Act (TDA)**
- Work Element 5 - **Air Quality Planning** and coordination
- Work Element 6 - **Public Information** and outreach
- Work Element 7 - **Maintenance of the Overall Work Program (OWP)**

Funding

The LTC's Work Program is funded from three sources: Rural Planning Assistance funds, TDA and State Transportation Improvement Program "Planning, Programming & Monitoring" funds.

The RPA funding amount for Fiscal Year 2024-25 for Mariposa County is $158,000.

Funding Amounts and Sources

$158,000	Rural Planning Assistance (RPA)
$ 25,000	STIP Planning Programming & Monitoring Funds (PPM)
$ 8,000	TDA Funds
$191,000	TOTAL BUDGETED AMOUNT

Funding by Element

Work Element	Funding Source					LTF Match (11.47%) Non RPA	Budgeted Amount
	RPA	Carryover FY 23-24	STIP PPM	TDA	Planning Grant SB1 SC, 88.53%		
1. RTP	35,000						35,000
2. RTIP			25,000				25,000
3. Transportation Planning Studies	36,000						36,000
4.1 Transit Planning	30,000						30,000
4.2 TDA				8,000			8,000
5. Air Quality Planning	15,000						15,000
6. Public Information	22,000						22,000
7. Maintenance of OWP	20,000						20,000
Sub-Total	**158,000**		**25,000**	**8,000**			
Total		**$191,000.00**					**$191,000**

RTP (Regional Transportation Plan), RTIP (Regional Transportation Improvement Program), TDA (Transportation Development Act)

County Match Requirements

Funding for Work Elements 1 – 7 does not require a County match since they are 100% funded.

Federal Planning Factors

The work elements in this program are consistent with Federal and State funding priorities including the ten FAST Act planning factors to the extent they apply to a rural area like Mariposa County. The ten planning factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.

2. Increase the safety of the transportation system for motorized and non-motorized users.

3. Increase the security of the transportation system for motorized and non-motorized users.

4. Increase the accessibility and mobility of people and for freight.

5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns.

6. Enhance the integration and connectivity of the transportation system, across and between modes, people, and freight.

7. Promote efficient system management and operation.

8. Emphasize the preservation of the existing transportation system.

9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.

10. Enhance travel and tourism.

The matrix on the following page shows which Work Element(s) address which emphasis area(s):

FAST Act Planning Factors						
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.	X		X	X		
2. Increase the safety of the transportation system for motorized and non-motorized users.	X	X	X	X		X
3. Increase the security of the transportation system for motorized and non-motorized users.	X	X	X	X		X
4. Increase the accessibility and mobility of people and for freight.		X	X	X		
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing and economic development patterns.	X		X		X	
6. Enhance the integraton and connectivity of the transportation system, across and between modes, for people and freight.	X	X	X	X		
7. Promote efficient system management and operation	X	X	X	X	X	X
8. Emphasize the preservation of the existing transportation system.		X		X		
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.	X	X	X	X		
10. Enhance travel and tourism.	X		X	X		X

Planning Emphasis Areas

Planning Emphasis Areas (PEAs) were updated in December of 2021. The emphasis areas focus on advancing equity and environmental justice in transportation planning, which will help achieve greenhouse gas reduction goals and increase resilience to extreme weather events

The matrix below shows which Work Element(s) address which Planning Emphasis Areas PEA(s):

Planning Emphasis Areas						
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)
Tackling the Climate Crisis - Transition to a Clean Energy Resilient Future	X			X	X	
Equity and Justice in Transportation Planning	X	X	X	X		X
Complete Streets	X	X		X		
Public Involvement	X	X		X		X
Stratigic Highway Network/U.S. Department of Defense Coordination	**N/A**					
Federal Land Mangement Agency Cooridination	X	X		X		
Planning and Environment Linkages	X	X	X	X		
Data in Transportation Planning	X	X		X	X	

3. Work Elements

WORK ELEMENT 1
Regional Transportation Plan (RTP)

The RTP serves as a guide for transportation planning activities in Mariposa County. It is a long-range (20 year) planning document that establishes the region's transportation goals, policies, programs, projects, and the financial resources available to implement them. This element also includes inter-governmental coordination on all matters of transportation policy in the County.

Previous Work

- Completed 2024 Regional Transportation Plan Update (September 19, 2023)
- Negative Declaration Environmental Document of RTP Update (September 19, 2023)

Proposed Products

- Provide Agendas and Meeting Minutes Quarterly for All Meetings of the Technical Advisory Committee (TAC) Meetings.
- Provide Agendas with Weblinks and Meeting Minutes Quarterly for All Meetings Staff Attends of the Rural Counties Task Force (RCTF)

Work Activities

1. Prepare Agendas, Meeting Notices, Meeting Minutes, TAC Roster, and Annual TAC Report to the Board. (October 2024, January 2025, April 2025, and June 2025) – County Staff

2. Participate in Statewide planning efforts and in the Rural Counties Task Force which staff attends. Provide weblink and meeting minutes quarterly. (October 2024, January 2025, April 2025, and June 2025) – County Staff

3. Monitor status and funding of projects in the RTP (October 2024, January 2025, April 2025, and June 2025) – County Staff

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$35,000
	TOTAL	$35,000

WORK ELEMENT 2
Regional Transportation Improvement Program (RTIP)

This work element consists of programming and monitoring "STIP" projects. Projects are programmed every two years in the Regional Transportation Improvement Program (RTIP) that is submitted to the state and subsequently becomes part of the State Transportation Improvement Program (STIP). After that, projects are allocated for construction according to their programmed schedule. Project implementation must be monitored, including project delivery, timely use of funds, and compliance with State law and the California Transportation Commission's (CTC) guidelines. This work element consists of programming and monitoring "STIP" projects.

This element also includes preparation of Project Study Reports (PSR) for County Road improvement projects. A PSR or equivalent is required by the CTC for any project that is seeking to be included in the State Transportation Improvement Program (STIP). Moreover, a PSR is used to evaluate the feasibility of each proposed project to be included in the STIP.

Previous Work

- 2022 Regional Transportation Improvement Program and subsequent amendments
- CTC Approved PA&ED and Caltrans executed PSA for Harris Road Bridge - August 2023
- LTC Approved 2024 RTIP Amendment to use FY 2024 STIP to fund Harris Rd Bridge CON Phase – November 21, 2023
- CTC Approved PA&ED and Caltrans executed PSA for Indian Peak Road Bridge - August 2023

Proposed Products

- 35% Plan Set & CEQA Document - Harris Road Bridge Project
- 35% Plan Set & CEQA Document - Indian Peak Bridge Project
  (Bridges are under 20 ft making them ineligible for HBP.)

Work Activities

1. RTIP project planning, programming, and monitoring (September 2024, December 2024, March 2025, and June 2025) – County Staff
2. Harris Road Bridge monitor PA&ED work ((September 2024, December 2024, March 2025, and June 2025) – County Staff
3. Indian Peak Bridge monitor PA&ED work ((September 2024, December 2024, March 2025, and June 2025) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
STIP PPM	LTC	$25,000
	TOTAL	$25,000

WORK ELEMENT 3
Transportation Planning Studies

The purpose of this element is to fulfill regional transportation planning duties other than the RTP and RTIP. The County engages in oversight, coordination, system planning, and community engagement in regional planning and transportation. The County addresses current and long-range issues that impact transportation planning through plans and studies such as Complete Streets and Active Transportation.

System Planning develops a) Corridor Studies, b) Multi-Modal, Operation, Non-SHOPP Transportation Equity Report (MONSTER), c) District System Management Plan, d) Active Transportation Plans, and e) Vehicle Miles Traveled (VMT) Policies.

Corridor Studies:
A corridor study serves as a quantitative assessment of current and future transportation needs in a corridor from a "complete streets" perspective. Addressing a period between twenty and forty years, the corridor plan evaluates operational strategies that maintain and optimize corridor performance and asset management in addressing travel delay, resilience, travel time reliability, mode shift, goods movement, vehicle miles traveled, congestion, and greenhouse gas reduction.

Monster:
The Monster Project List is a Multimodal Objective Non-SHOPP Transportation Equity Report (**MONSTER**) and provides reliable, accessible, shareable, quality controlled and documented data for use by Caltrans and its partners. The report supports analysis and decision making enabled by a robust data governance framework to get the right information to the right people at the right time.

District System Management Plan (DSMP):
A long-range improvement strategic and policy planning document, which is based on anticipated funding. The DSMP represents how the district envisions the transportation system will be maintained, managed, and developed over the 20 years and beyond, and is the State's counterpart to the Regional Transportation Plan (RTP)

Active Transportation Plans:
System Planning prepares multi-modal Active Transportation Plans (ATP) that research, document, analyze, and plan strategies that address the needs of travelers of all ages, incomes, and abilities on the State Highway System. The Plan views all transportation improvements as opportunities to improve safety, access, mobility, and asset preservation for all active transportation users in the District. ATPs also recognize bicycle, pedestrian, and transit modes as integral elements of the transportation system that can play a role in the reduction of greenhouse gas emissions (GHG).

Vehicle Miles Traveled (VMT) Policies:

Vehicle miles traveled (VMT) is a measure used extensively in transportation planning for a variety of purposes. It measures the amount of travel for all vehicles in a geographic region over a given period of time, typically a one-year period. It is calculated as the sum of the number of miles traveled by each vehicle. VMT is a key metric in transportation planning because it provides a measure of total travel, how travel changes over time, and differences in travel among regions and states. VMT is the leading measure of both personal and commercial vehicle travel demand. VMT data are also useful in policy decisions for infrastructure investment. Since VMT measures travel demand, it is useful in determining where resources are most needed, and it is an important measure to monitor and forecast.

Previous Work

- 2021 Pavement Management Program, Adopted December 21, 2021
- Draft Active Transportation Plan 2024 Update June 2024
- Geographic Information System development

Proposed Products

- Active Transportation Plan Phase III Final Draft adopted by MCLTC - (October 2024)
- Provide MCLTC Item, Advertisements, Request for Proposal, Monthly Agenda & Meeting Minutes with consultant for completion of Vehicle Miles Traveled (VMT) Policy.

Work Activities

1. Update street, right of way, and parcel detail into the Geographic Information System (GIS) to be used as information for ongoing Transportation Planning (July 2024 - June 2025) – County Staff

2. Monitor status through monthly update meetings with consultant. Prepare the necessary documents for Phase III of Active Transportation Plan 2024 Update with consultant. Collect public comment from outreach process to modify the Draft ATP for final approval. Prepare MCLTC Board Item, attachments, schedule MCLTC Item on meeting calendar. Post approved Final ATP to County websites for Public Viewing - (July 2024 – October 2024) – Consultant & County Staff

3. Prepare MCLTC Item, Advertisements, Request for Proposal, and contract with consultant for preparation of Mariposa County VMT Policy – (July 2024 – September 2024) Monthly monitoring of VMT Policy project milestones with monthly meetings (October 2024 – June 2025) - Consultant & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$ 36,000
	TOTAL	$ 36,000

WORK ELEMENT 4.1
Transit Planning

This work element will be focused on the activities involved with local transit planning. This element also includes participation in Yosemite Area Regional Transportation System (YARTS). Mariposa annually networks with YARTS for the Low Carbon Transit Operations Program (LCTOP) allocation which provides transit services to Mariposa County residents.

The Transportation Planning Department works closely with Mariposa County Transit to ensure required documents are updated and submitted on time keeping us eligible for transit funding.

Mariposa County is a member of the California Association for Coordinated Transportation (CALACT) which represents small rural and specialized transportation providers statewide. Mariposa participates in CALACT's offerings of programs, resources, and training to benefit the growth of our county's rural transit operations.

Previous Work

- Transit Asset Management (TAM) Updated
- National Transit Database (NTD) Report submitted October 26, 2023
- Mariposa Transit - Annual Request for Reimbursement February 4, 2024
- Federal Transportation Assistance (FTA) 5311 Funds request submitted May 30, 2024

Proposed Products

- Provide a list of any needs and solutions identified in YARTS meetings in October 2024 and April 2025 – Any lists and solutions identified will be provided as part of the Q4 deliverables (July 31,2024)
- Mariposa Transit - Required Reporting TAM, NTD, RFR, and FTA 5311 Funds Request

Work Activities

1. Meet with YARTS transit services to identify needs and to plan solutions to any issues presented and discuss potential enhanced routes and services. Include in deliverables any needs and/or solutions as a result of our meetings. (October 2024 and April 2025) – Staff

2. Participation in YARTS Authority Advisory Committee and Management Board meetings, subcommittee meetings, and coordination to enhance transit throughout the County. (December 2024 and May 2025) – County Staff

3. Update Transit Asset Management (TAM) for Mariposa Transit – (August 2024) – Staff
   Work with Mariposa Transit to complete NTD Annual Report – (October 2024) - Staff
   Annual Request for Reimbursement for Mariposa Transit – (January 2025) – Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$30,000
	TOTAL	$30,000

WORK ELEMENT 4.2
Transportation Development Act (TDA)

This work element allows the development and monitoring of the Social Services Transportation Improvement Act, including the County Unmet Transit Needs hearing, the Social Services Transportation Advisory Council (SSTAC), Transit Development Plan Updates, Transit Action Plans, and Social Services Transportation Inventories. Also included will be any other local transit related planning activities and administrative tasks, such as TDA fund allocations to transit operators and program audits.

Previous Work

- Social Services Transportation Inventories
- Unmet Transit Needs public hearing and determination.

Proposed Products

- Social Services Transportation Inventories Update
- Unmet Transit Needs public hearing and determination (June 2025)

Work Activities

1. Social Services Transportation Advisory Council meetings (October 2024 and April 2025) - County Staff

2. Unmet Transit Needs Public Hearing and related reporting activities. (June 2025) – Staff

3. Track expenditures of LTF and STA Funds. (October 2023, January 2024, April 2024, and June 2025) – County Staff

4. Apply for grants and other funding to enhance transit capital acquisition and operations. (December 2024) – County Staff

5. Prepare the MCLTC Item for TDA Annual Fund Transfers – (May 2024-June 2024) - Staff

6. Complete the annual fiscal audits. Develop and maintain records for the next performance audit. (June 2025) – Independent Auditor & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
TDA	LTC	$8,000
	TOTAL	$8,000

WORK ELEMENT 5
Air Quality Planning

The purpose of this work element is to advise the LTC on air quality issues and policies; to ensure that transportation plans, programs, and projects conform to the most recent air quality requirements; and to coordinate effectively with other government agencies on these matters.

Air quality conformity is the process wherein plans, programs, and projects are shown to meet the requirements of the Clean Air Act Amendments and the applicable State Implementation Plan. Mariposa County is designated to be in "non-attainment" for the pollutant ozone. It is important to involve the public in the regional transportation planning process and to participate with regional, local, and state agencies, the public, and the private sector in planning efforts to identify and plan policies, strategies, programs, and actions that maximize and implement the regional transportation infrastructure. To facilitate this, the LTC works closely with the Mariposa County Air District, Caltrans District 10, neighboring counties, and other agencies on matters of air quality.

Previous Work

- Mariposa Air Quality Issues discussed with Mariposa Health & Human Services Agency
- Countywide Map of Air Quality Tests and Observations (June 2024)
- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Proposed Products

- Outcomes of Meetings with Public Works and HHSA will be submitted Quarterly
- Countywide Map of Air Quality Tests and Observations updated Quarterly
- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Work Activities

1. Meet with Mariposa Public Works and HHSA on possible areas to enhance bike & pedestrian movement throughout the county to encourage reduction of green-house gas emissions (September 2024, March 2025) – County Staff
2. Participate in Federal and State Clean Air Act meetings and webinars when available.- County Staff
3. Coordinate with partners to identify policies, strategies, programs, and actions that enhance the movement of people, goods, services, and information on the regional, inter-regional, and state highway system. (December 2024 and June 2025) – County Staff
4. Monitor air quality with the HHSA; (September 2024, December 2024, March 2025, and June 2025) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$15,000
	TOTAL	$15,000

WORK ELEMENT 6
Public Information

- This element will help develop a public outreach campaign through informational brochures, a logo, and meetings. It is important to establish and maintain formal consultation with Native American Tribal Governments enabling their participation in local and state transportation planning and programming activities. The LTC believes in developing joint work programs with transportation and air quality agencies, including transit operators, to enhance coordination efforts, partnerships, and consultation processes – to facilitate outreach efforts and meetings with traditionally underrepresented and underserved populations such as the elderly, disabled, low-income, and minority communities, community groups and their leaders (i.e., Black, Hispanic, Asian American, and Pacific Islander).

Previous Work

- A web page dedicated to the LTC, its schedule, information, and available downloads updated each Fiscal Year (June 2024)
- Mariposa Transit Services Digital Advertising January 2024
- Mariposa Transit Services Every Door Direct Mailing (EDDM) April 2024
- Mariposa Transit Services Survey June 2024

Proposed Products

- Public Outreach mailings, published public notices, and notices on County website materials will be submitted with the Quarterly Deliverables
- Update Mariposa Transportation Planning Web Page (June 2025)
- Provide Caltrans with Public Information Materials Produced on a Quarterly Basis

Work Activities

1. The Public Outreach meeting, in the LTC Board Hearing Room in June of 2025, will invite the underserved populations, minority community groups and their leaders to participate and share their opinions, issues, and recommendations for how local and regional transportation affects them. We routinely reach out to Native American entities in our area to insure they are included in the Public Outreach process. The meeting will be documented and posted on the transportation planning website. (June 2025) – County Staff

2. Create yearly survey for current transit users in the county to ask, “How can we improve services offered in Mariposa County?” Transit Survey will be conducted in Q4. Survey outcomes will be submitted with Q1 (October 2025)– County Staff

3. Update all transit schedules and offerings for mailing and posting. (May 2025) - Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$22,000
	TOTAL	$22,000

WORK ELEMENT 7
Maintenance of the Overall Work Program (OWP)

This work element will allow the development, monitoring, and maintenance of the Overall Work Program. The Overall Work Program lays the foundation for the current fiscal year Transportation Planning Activities. Included in the Work Element will be any necessary equipment and/or supplies needed to complete the required work activities.

Previous Work

- Overall Work Program FY 2023-2024
- Overall Work Program FY 2023-2024 Amendment I

Proposed Products

- Quarterly Progress Reports (Q1 – October 31, 2024, Q2 - January 31, 2025, Q3 – April 30, 2025, and Q4 - July 31, 2025)
- Formal and Administrative Amendments as needed (August 2024 – June 2025)
- OWP FY 2023-2024 Year End Closeout Package (August 30, 2024)
- Draft of the FY 2025-2026 OWP Due to Caltrans for Review (March 1, 2025)
- LTC Board Item & Final Draft FY 2025-2026 OWP to Caltrans (May 2025)
- Final Approved/Adopted FY 2025-2026 OWP and fully executed OWPA (June 30, 2025)

Work Activities

1. Preparation of Q4 Report and FY 2023-2024 (July 2024) - County Staff
   Year End Closeout Package FY 2023-24 (August 2024) - County Staff
   Formal and/or Administrative Amendments (August 2024-May 2025) - County Staff

2. Preparation of Quarterly Reports and Invoices for FY 2024-25 Q1 – Q3 (October 2024, January 2025, & April 2025) – County Staff

3. Preparing the FY 2025-2026 Draft OWP, Caltrans approval, LTC adoption, and ongoing updates to the OWP FY 2024-2025- County Staff

4. Overall Work Program meetings with Caltrans Staff ongoing. – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$20,000
	TOTAL	$20,000

REFERENCES

See Overall Work Program (OWP) Guidance, Appendices, for Transportation Planning and Programming Requirements Regarding Tribal Governments. Guidance is included for the protocol for government-to-government relations with federally recognized tribes and for public outreach with the Native American population.

Guidelines:

California Transportation Commission (CTC), current California Regional Transportation Plan Guidelines; Executive Order 12898 (Environmental Justice); and Title VI of the Civil Rights Act.

The CTC approved the following requirement in the RTP Guidelines: "the MPO's and RTPA should include a discussion of consultation, coordination and communication with federally recognized Tribal Governments when the community is located within the boundary of an MPO/RTPA".

Regulations:

Title 23, Code of Federal Regulations (CFR), CFR 49, Chapter 1, Part 450 Subpart C, Sections 450.104, 450.202, 450.31(i), 450.324(f)(1), and 450.330(a.

Statutes:

Title 23, United States Code (U.S.C.), Chapter 1, Sections 134(h)(3)(B), 134(i)(5), and 101(a)(23); SAFETEA-LU Section 3005, Subsection 5303(i)(2)(B), Section 6001, subsection 134(i)(2)(B), and 6002.

REQUEST FOR PROPOSALS

MARIPOSA COUNTY
VEHICLE MILES TRAVELLED
POLICY

***Work Items to Include**:*

1. Review Current County Documents
2. Collect Additional Data Needed
3. Public Outreach – Collect Community Input
4. Generate Draft VMT Policy
5. Present the Draft VMT Policy in a Public Meeting Before the MCLTC
6. Collect Public Comments, Prepare Responses & Modifications to Draft VMT Policy
7. Present Final VMT Policy to MCLTC for Approval

DATE ISSUED:	**August 1, 2024**
PROPOSALS DUE:	**August 26, 2024 (2pm Monday)**
SUBMIT TO:	Mariposa County Public Works, Transportation Planning 4639 Ben Hur Road Mariposa, CA 95338
REFER QUESTIONS TO:	**Jeannie Morvay-Clayton, Transportation Planning**

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Mariposa County Vehicle Miles Travelled (VMT) Policy

Contents

SECTION I – GENERAL INFORMATION 3

I-1. Request for Proposals 3

I-2. Tentative Project Milestones 4

I-3. Official Contacts 5

I-4. Proposals Due Date 5

I-5. Addenda 5

I-6. Irregularities 5

I-7. Incurred Costs 5

I-8 Equal Opportunity Policy for Contractors 6

SECTION II – PROPOSAL FORM AND CONTENT 6

II-1 Proposal Submittal 6

II-2 Proposal Form and Content 6

SECTION III – BACKGROUND & SCOPE OF WORK 8

III-1. General Conditions 8

III-3. Scope of Work 9

III-4. Selection Procedure 13

Appendix

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Mariposa County Vehicle Miles Travelled (VMT) Policy

SECTION I – GENERAL INFORMATION

I-1. Request for Proposals

The County of Mariposa ("County") is requesting proposals from qualified firms to develop a Vehicle Miles Travelled (VMT) Policy.

Senate Bill 743, Vehicle Miles Traveled (VMT) Policy

The Vehicle Miles Traveled (VMT) method is a way of evaluating transportation impacts with metrics that support the reduction of greenhouse gas emissions, development of multimodal transportation networks and diversification of land uses. Senate Bill (SB) 743 State law required all local agencies to begin using VMT by July 1, 2020. VMT replaced the previous Level of Service (LOS) method as a metric for assessing transportation impacts of land use and transportation projects.

The County seeks to fulfill the requirements of SB 743 (Steinberg, 2013), Public Resources Code section 21099, and to follow Office of Planning and Research's revised CEQA Guidelines that identify vehicle miles traveled (VMT) and relevant Caltrans VMT guidance as the most appropriate metric to evaluate a project's transportation impacts. This project will result in recommendations for establishing VMT-based methodology, thresholds, and procedures for CEQA analysis of local and regional transportation impacts of land use and transportation projects and plans in the County. Also, using the recommended screening criteria, thresholds of significance and VMT calculation methodology, this project will evaluate the impacts in relation to GHG reduction and provide recommendations on incorporating the VMT policy and its related GHG reductions, into the County plans such as the RTP and General Plan.

Mariposa County, under the guidance of the Mariposa County Local Transportation Commission (MCLTC), is also required to include VMT calculations from an approved and/or adopted Vehicle Miles Travelled Policy when applying for State and Federal Funding.

Work Items:
(1) Review Current County Documents
(2) Collect Additional Data Needed
(3) Public Outreach – Collect Community Input
(4) Generate Draft VMT Policy
*Include recommendations for incorporation into County plans for implementation such as the RTP and County General Plan
(5) Present the Draft VMT Policy in a Public Meeting before the MCLTC
(6) Collect Public Comments, Prepare Responses & Modifications to Draft VMT Policy
(7) Present Final VMT Policy to MCLTC for Approval

The selected firm will be expected to provide all described services - either through "In-House" or through the-use-of sub-consultants. In any case, the consultant under contract with the County will be expected to manage the project and be the sole point of contact on all items in the contract.

Mariposa County Vehicle Miles Travelled (VMT) Policy

Proposals will be due by **2:00 P.M. on August 26, 2024.** To be considered, the submittal must be delivered to the Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338. The County reserves the right to reject any or all Proposals submitted.

During the evaluation process Mariposa County reserves the right, where it may serve the County's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of Mariposa County, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The County reserves the right to retain all Proposals submitted and to use any idea(s) included in a proposal regardless of whether that proposal is selected.

It is anticipated the selection of the firm will be completed by **September 23, 2024**. Following the notification of the selected firm, their fixed fee schedule will be reviewed by Public Works Department and compared to the in-house estimate for the expected consulting fees.

Negotiation may result. Once pricing has been made acceptable to all parties the project will be awarded and the contract will be written. The County retains the right to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The proposals also become the property of Mariposa County.

I-2. Tentative Project Milestones

Project Advertised – August 1, 2024
Proposals Due – August 26, 2024 by 2:00 PM Local Time
Proposal Scoring Due – September 23, 2024
Project Awarded – September 26– September 30, 2024
Project Start - October 7, 2024

Phase 1 (FY 24/25 October 7 – December 31, 2024)
Kick Off Meeting – Set Future VMT Policy Meeting Schedule
Item #1 – Review Current County Documents

Phase 2 (FY 24/25 January 1, 2025– June 30, 2025)
Item #2 –Collect Additional Data Needed
Item #3 –Hold Public Outreach Events to Collect Community Input
Item #4 – Generate Draft VMT Policy
Item #5 –Present the Draft VMT Policy in a Public Meeting before the MCLTC

Phase 3 (Final FY 24/25 July 1, 2025 – December 31, 2025)
Item #6 –Collect Public Comments, Prepare Responses, & Modifications to Draft VMT Policy
Item #7 – Present Final VMT Policy to MCLTC for Approval

Project End – December 31, 2025

I-3. Official Contacts

Questions by phone or in writing regarding the scope of services or other RFP related questions must be directed to:

Jeannie Morvay-Clayton
Mariposa County Public Works, Transportation Planning
(209) 966-5356
E-mail: jclayton@mariposacounty.org

I-4. Proposals Due Date

Four (4) print plus one (1) digital copy of the Proposals must be delivered to Mariposa County Department of Public Works, Transportation Planning at 4639 Ben Hur Road, Mariposa, CA 95338 no later than **August 26, 2024 at 2:00 P.M.** local time. Facsimile or electronically transmitted proposals **will not** be accepted. Late proposals will be kept by the County, but not considered for award**. Proposals to include a separate sealed envelope** with **Cost Proposal. Proposals must be sealed, clearly addressed, and marked with VMT title.**

Any proposal may be withdrawn at any time before the "Proposals Due" date and time, by providing a written request for the withdrawal of the proposal to the County Transportation Planning Department. A duly authorized representative of the firm shall carry out the request. Withdrawal of a proposal will not prejudice the right of the qualifier to file a new proposal.

I-5. Addenda

The County may modify the RFP at any time prior to the RFP due date. It is recommended that proposers periodically check with the Department of Public Works at (209) 966-5356, via email to the Transportation Planning Department at jclayton@mariposacounty.org, and on the County Web Page https://www.mariposacounty.org/987/Transportation-Planning for any posted addenda. Proposers who have submitted proposals prior to the due date will also be notified through their contact information provided with their proposal. Addenda will be numbered consecutively. Verbal modifications to the RFP specifications shall not be binding upon the County.

I-6. Irregularities

The County reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

I-7. Incurred Costs

The County is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

I-8 Equal Opportunity Policy for Consultants

Mariposa County requires all proposers to comply with Federal, State, Local Law and Ordinance with-regard-to equal opportunity practices that all programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation. Mariposa County does not require a business license.

SECTION II – PROPOSAL FORM AND CONTENT

II-1 Proposal Submittal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP, and should be easily reproducible. Emphasis will be on completeness and clarity of content and cost effectiveness of the proposal.

All pages of the proposal must be numbered consecutively. The proposal shall not be excessive but instead should be concise. The proposal must be organized in accordance with the list of proposal contents.

II-2 Proposal Form and Content

Proposals should minimally include the following items. All items must fall within the maximum page count 25 pages double sided not counting résumés.

A. All proposals must include a cover letter addressed to Transportation Planning, 4639 Ben Hur Road, Mariposa, CA 95338 and signed by a duly constituted official legally authorized to bind the applicant to the proposal. The cover letter must include name, address, and telephone number of the proposer submitting the Proposal and the name, title, address, telephone number, FAX number and email address of the person, or persons to contact whom are authorized to represent the proposer and to whom correspondence should be directed.

B. Table of Contents
Include a clear identification of the item by section and by page number.

C. Executive Summary
The proposer may use this section to introduce the proposal or to summarize the key provisions of the Proposal.

D. Statement of Understanding
The proposer shall include a detailed statement of understanding of the project.

E. Project Team and Qualifications
This portion should include the name of the person who will be responsible for the management and administration of the Vehicle Miles Travelled (VMT) Plan for the

County with a résumé of that person's experience and qualifications, the names and résumés of their assigned staff, relevant technical experience, and the availability of staff for the services. After selection of a firm by the County, no substitution of key staff or subcontractors may occur without the written approval of the County. Sub-consultants should be listed similarly.

1. A list of related, recent projects should be included with the name of the contact person and the telephone number for which the firm has recently or currently provides services under the scope of work.

2. Scope of Work: The firm shall describe the proposed work by task, including any tasks that had been performed by sub-contractors.

F. Similar Project Examples and References

The proposal should include a listing of public sector assignments that can support the proposer's abilities, to fulfill the services requested in this RFP. At a minimum, the listing should include project title, project location, project manager (with contact information), and range of project budget, and any other information that could be useful during the evaluation process.

G. Additional Information

Any other information that the proposer feels applicable to the evaluation of the proposal or their qualification for accomplishing the project should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

H. Fee Schedule

The project is funded through Mariposa County Local Transportation Commission (MCLTC) as part of the Overall Work Program. The Proposal's submittal should include a Cost Proposal that is separated into phases as follows:

Phases of Work - Schedule

Phase 1 (FY 24/25 October 7 – December 31, 2024)
Kick Off Meeting – Set Future VMT Policy Meeting Schedule
Item #1 – Review Current County Documents

Phase 2 (FY 24/25 January 1, 2025– June 30, 2025)
Item #2 –Collect Additional Data Needed
Item #3 –Hold Public Outreach Events to Collect Community Input
Item #4 – Generate Draft VMT Policy
Item #5 –Present the Draft VMT Policy in a Public Meeting before the MCLTC

Phase 3 (Final FY 24/25 July 1, 2025 – December 31, 2025)
Item #6 –Collect Public Comments, Prepare Responses, & Modifications to Draft VMT Policy
Item #7 – Present Final VMT Policy to MCLTC for Approval

The contract for consultant services with the selected firm will include the same phasing so that each phase is approved individually – according to the respective yearly funding amounts of the Overall Work Program (OWP) and Overall Work Program Agreement(s).

The Cost Proposal should be written in the format of a FIXED FEE that includes each of the required work items. The work items can be further detailed according to the firm's understanding of the necessary elements.

SECTION III – BACKGROUND & SCOPE OF WORK

III-1. General Conditions

The County of Mariposa shall not be liable for any pre-contractual expenses incurred by the consultant, nor shall any firm include such expenses as part to the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the County.

The County reserves the right to withdraw this RFP at any time without prior notice and to reject any-and-all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firms most qualified and responsive in the opinion of the County.

Proposals may, at the County's option, be rejected if they contain any alterations, additions, conditions, alternatives, are incomplete, or contain erasures or irregularities of any kind. The County reserves the right to reject any-and-all proposals. The County expressly reserves the right to postpone submittal opening for its convenience and to reject any-and-all submittals responding to this RFP.

The selected firm(s) must agree to indemnify, hold harmless and defend the county, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the County which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

The selected firm will be required to comply with all existing State and Federal labor laws including those applicable to equal opportunity employment provisions.

The County reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.

All responses to this RFP shall become the property of the County of Mariposa and will be retained or disposed of accordingly.

No amendments, additions or alternates shall be accepted after the submission date and time.

All documents and records developed by the selected firm in-the-course-of providing services for Mariposa County shall be the property of the County. Anything considered to be proprietary should be so designated by the firm.

Acceptance by the County of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.

The County reserves the right to issue a written notice to all participating firms of any change in the proposal submission schedule should the County determine, in its sole discretion, that such changes are necessary.

III-3. Scope of Work

To deliver Work Items that will allow the completion of the Vehicle Miles Travelled Policy according to the established schedule. Work items consist of the following Tasks:

Project Tasks:

Task 1 Project Initiation and Kick-Off Meeting

Consultant will participate in a project kick-off meeting with the County to discuss the project history and background, identify/confirm project objectives, discuss areas of controversy and potential strategies, and establish communication/review protocols. The project schedule will also be discussed and refined to set expectations for the frequency of meetings we believe we'll need to monitor progress and keep the project on track. The consultant will work with the County to set up the meeting and establish the agenda. The kick-off meeting will provide the consultant with an opportunity to inquire further about the project and receive applicable background documents.

The County will provide guidance and/or policy information regarding VMT report outline, format, content, etc. at (or shortly thereafter) the kick-off meeting. The consultant will review information provided for the project and will prepare a memo for the County documenting information needed to prepare the VMT analysis.

Deliverables/Meetings:
Kick-off meeting (includes agenda and notes)
Information needs list (PDF)

Task 2 Establish Baseline Vehicle Miles Traveled (VMT) Data

Task 2.1: Collect, Review, and Incorporate Relevant Data from Planning Documents: The consultant will conduct an initial review and analysis of relevant planning documents (such as County Circulation Element of the General Plan, recent Environmental Impact Reports as may be applicable (EIRs), Regional Transportation Plan (RTP, EIR, etc.).

Task 2.2: Literature Review: The consultant will survey VMT analysis methods in use by other jurisdictions. The Literature Review will include a critical look at what has been done by others (locally and other regions like ours) and make recommendations on how Mariposa County should proceed.

Task 2.3: Review/Update or Establish Travel Demand Models: The consultant will work with Caltrans District 10 and County Transportation Planning, Public Works staff to review/update or establish County Travel Demand Model (CDTM) and potential for local Microsimulation Models,

to determine applicability for developing baseline VMT for use in establishing thresholds. This information will be used in the analysis to determine how to best establish VMT baselines, including potential methodologies for establishing VMT baselines, and to identify any necessary model modifications. Consultant shall update or create traffic demand models, as needed for developing baseline VMT for use in establishing thresholds.

Task 2.4: Develop Baseline VMT Data: Estimate and summarize the baseline VMT by major trip types.

Task 2.5: Document VMT Data: After reviewing the draft baseline VMT with the County/and or advisory group selected by the County and incorporating any recommended revisions, the consultant will document the Baseline VMT Methodology and Data in a Technical Memorandum.

Deliverables/Meetings:
Electronic copy of the Literature Review
Updated traffic demand models for developing baseline VMT for use in establishing thresholds
Electronic copy of the Technical Memorandum documenting the Baseline VMT Methodology and Data
Attendance at up to four conference calls with County staff and/or advisory group to review and discuss the Literature Review, and Baseline VMT Methodology and Data

3: Develop VMT Mitigation Measures

Task 3.1: Identify High-Priority VMT Mitigation Measures: With County and/or advisory group input, recommend potential VMT reduction strategies based on effectiveness and applicability to local conditions and common projects in the Mariposa County region.

Task 3.2: Develop Localized Quantification Methodology for High Priority Mitigation Measures: Identify methodologies and approaches to quantify VMT reductions associated with high priority mitigation measures. Quantify the estimated level of VMT reduction for each measure.

Deliverables/Meetings:
Electronic copy of the Technical Memorandum documenting the methodologies and approaches to quantify VMT reductions associated with high priority mitigation measures. The Technical Memorandum will also include quantification of the estimated level of VMT.

4: Develop Potential VMT Thresholds, Methodologies, & Forecasting Tools

Task 4.1: Review and Analyze Potential VMT Thresholds: The consultant will review and analyze different VMT metrics (e.g., per capita, per employee, etc.) to determine the most appropriate metric to apply when establishing the VMT thresholds within the County. The consultant will identify the realistically achievable VMT mitigation considering appropriate thresholds.

The consultant will also review and analyze potential VMT thresholds and analysis methods in local land use and transportation planning documents including the most current Regional Transportation Plan, and the General Plan Circulation Elements and General Plan Environmental Impact Reports for the County.

Mariposa County Vehicle Miles Travelled (VMT) Policy

The consultant will also analyze the need for and applicability of establishing sub-county area VMT thresholds.

Task 4.2: Develop, Evaluate & Recommend Threshold Alternatives: With stakeholder input at public outreach events, the consultant will identify up to three (3) potential VMT thresholds that could be used to evaluate impacts of new residential, commercial, and industrial development of varying sizes and use types. One threshold will be screening criteria that eliminate the need for further detailed analysis on smaller scale projects. The consultant will test one or two alternative thresholds to verify they result in outcomes consistent with County General Plan land use policies. The consultant will make a final recommendation on the potential VMT thresholds.

documents that describe how to apply these thresholds in a clear, easy-to-follow manner including at a minimum a flow chart and checklists.

Task 4.4: Identify, Review & Recommend Potential VMT Calculation Methodologies: Identify a minimum of three (3) and up to five (5) potential VMT calculation methodologies for use by the County. These methodologies will consider projects of varying size and scale. Evaluate a minimum of three (3) and up to five (5) projects using the VMT calculation methodologies to verify they are appropriate to use in the Mariposa County region. Recommend the implementation of one or more VMT calculation methodologies for use by the County.

Task 4.5: Prepare Updated Guidance Documents for VMT Calculations: Document VMT calculation approaches that can be used by the County. Develop model traffic study guidelines that the County can utilize.

Task 4.6: Develop VMT Forecasting Tool & User Manual: Review available tools that could be modified for use in the County. For review of the County and/or advisory group prior to circulation of the final version, develop a draft tailored VMT forecasting tool for small and medium-sized projects for use by the jurisdictions in the County, using localized data on travel behavior where appropriate. Upon completion of review of the draft tailored VMT forecasting tool for small and medium-sized projects, the consultant will revise the draft and produce a final version. Consultant will also produce a “VMT forecasting tool user manual” for use by County staff.

Deliverables/Meetings:

Electronic copy of the Technical Memorandum documenting the different VMT metrics (e.g., per capita, per employee, etc.) to determine the most appropriate metric to apply when establishing the VMT thresholds within the County. The Technical Memorandum will also identify the realistically achievable VMT mitigation considering appropriate thresholds.

Two public events to receive input on the different VMT metrics. Events will be in-person, with hybrid (in-person/Zoom) meeting option.

Mariposa County Vehicle Miles Travelled (VMT) Policy

Electronic copy of the Technical Memorandum identifying up to three (3) potential VMT thresholds by jurisdiction that could be used to evaluate impacts of new residential, commercial, and industrial development of varying sizes and use types.

Electronic copy of the Technical Memorandum identifying a minimum of three (3) and up to five (5) potential VMT calculation methodologies for use by the County with recommendations for the implementation of one or more VMT calculation methodologies for use by the County and model traffic study guidelines that can be used by the County.

Electronic copy of the Technical Memorandum reviewing available tools that could be modified for use in the County.

Electronic copy of the Draft Technical Memorandum providing tailored VMT forecasting tool forecasting tool for small and medium-sized projects for use by the County, using localized data on travel behavior where appropriate

Attendance at up to three conference calls with County staff and/or advisory group to review and discuss the Draft Technical Memorandum.

Electronic copy of the Final Technical Memorandum providing a tailored VMT forecasting tool for small and medium-sized projects for use by the County, using localized data on travel behavior where appropriate.

“VMT forecasting tool user manual” for use by County staff

Anticipated Key Activities:

Kick Off Meeting – Set Future VMT Policy Meeting Schedule
(1) Review Current County Documents
(2) Collect Additional Data Needed
(3) Hold Public Outreach Events to Collect Community Input
(4) Generate Draft VMT Policy
*Include recommendations for incorporation into County plans for implementation such as the RTP and County General Plan
(5) Present the Draft VMT Policy in a Public Meeting before the MCLTC
(6) Collect Public Comments, Prepare Responses & Modifications to Draft VMT Policy
(7) Present Final VMT Policy to MCLTC for Approval

The following documents are being provided for the development of the firm’s proposal, as follows:

- Appendix A – Active Transportation Plan for Disadvantaged Communities Guidance for Plans
- Mariposa County Bicycle & Pedestrian Transportation Plan 2011
- Mariposa County General Plan

The project, which is funded through Mariposa County Local Transportation Commission (MCLTC) as part of the Overall Work Program (OWP), will develop the Vehicle Miles Travelled Policy.

The creation of the described VMT is scheduled to be completed by the selected firm no later than December 31, 2025.

III-4. Selection Procedure

The County intends to retain the selected firm evaluated to be the best qualified to perform the work for the County, cost and other factors considered. The County shall screen all applications and the top candidates may be selected for formal interviews. Proposals will be screened by a review panel of representatives from Mariposa County. The panel will determine the firms selected for interview if interviews are deemed necessary.

In reviewing the proposals, each member of the review panel will carefully score the following criteria, based on a maximum score of 100 points, where each of the (5) Items are scored 1 through 20. If formal interviews are invited, the review panel will rank the results of the interview in a succeeding order. The winner will be the firm at the top of the sequence.

- Does Firm demonstrate a comprehensive review/understanding of scope of work?
- Does the Firm and their sub-consultants have specific experience relative to this project?
- Does the Firm propose a well-organized and detailed response to the RFP?
- Does the Firm's proposal indicate an ability to think creatively and innovatively about the project and does it seem like they can effectively problem-solve to meet the established deadlines and deliver the required project?
- The extent to which previous clients have found the firm's services acceptable

The county will require the firm selected to maintain general liability, automobile, workers' compensations, and errors and omissions insurance. The selected firm or individual will also be required to maintain relevant business licensure. The contract will contain provisions requiring the selected firm to indemnify the County and provide that the Consultant is an independent contractor serving at the will of the County. Other required provisions include the County Board of Supervisors right to terminate the agreement, at its sole discretion, upon the provision of notice.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Receive a Presentation from Senator Marie Alvarado-Gil Recognizing The Alliance for Community Transformations for the California Senate District Four Nonprofit of the Year 2024 for Mariposa County

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from Senator Marie Alvarado-Gil Recognizing The Alliance for Community Transformations for the California Senate District Four Nonprofit of the Year 2024 for Mariposa County.

Senator Marie Alvarado-Gil (District Four) would like to recognize The Alliance for Community Transformations of Mariposa County for the California Senate District Four Nonprofit of the Year for Mariposa County. This is a significant honor and a testament to the hard work and dedication of everyone involved with the Alliance for Community Transformations.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Alliance for Community Transformation of Mariposa County rises above and beyond with exceptional community impact.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not receive this presentation and fail to recognize The Alliance for Community Transformation for the impact they have created for Mariposa County.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Senator Marie Alvarado-Gil Press Release and Letter**
2. **Senator Gil**

PRESS RELEASE

Senator Marie Alvarado-Gil Announces Sierra Community Housing As California Senate District 4 Nonprofit Of The Year 2024

JUNE 5, 2024

SACRAMENTO - Senator Marie Alvarado-Gil (D-Jackson) proudly announced Eastern Sierra Community Housing as the California Senate District 4 Nonprofit of the Year for 2024. This prestigious recognition was celebrated with Patricia Robertson, the organization's Executive Director, at the CA Nonprofit of the Year Day luncheon held on the California State Capitol Grounds.

"There are so many incredible nonprofits across our district, and Eastern Sierra Community Housing rises above and beyond with exceptional community impact. Their dedication to championing housing access and affordability, some of the most pressing issues facing our communities, is noteworthy," **said Senator Alvarado-Gil**. "I am proud to recognize their efforts to improve access to housing in the communities they serve at a state level."

Eastern Sierra Community Housing has made significant strides in addressing housing needs and ensuring affordability for residents across Alpine, Inyo, and Mono counties. Their work has provided vital support and resources, making a tangible difference in the lives of many within the community. For additional information about Eastern Sierra Community Housing and their remarkable contributions, please visit: https://eschousing.org/.

Senator Alvarado-Gil has also selected additional nonprofit organizations from the following counties to be recognized locally for their achievements:

- **SmallChange4BIG** - Amador County (Jackson)
- **The Alliance for Community Transformations** - Mariposa County (Mariposa)
- **MORE** - El Dorado County (Placerville)
- **#1PileAtATime** - Tuolumne County (Sonora)
- **Center for Human Services - Ceres Partnership** - Stanislaus County (Ceres)
- **Central Valley Community Resources** - Stanislaus County (Riverbank)
- **Downtown Streets Team** - Stanislaus County (Modesto)
- **SHARE** - Stanislaus County (Modesto)

***Senator Alvarado-Gil** represents the 4th Senate District including the Counties of Alpine, Amador, Calaveras, El Dorado, Inyo, Madera, Mariposa, Merced, Mono, Nevada, Placer, Stanislaus, and Tuolumne.*

###

CAPITOL OFFICE
1021 O STREET
SUITE 7240
SACRAMENTO, CA 95814
(916) 651-4004

DISTRICT OFFICE
1020 15TH STREET
SUITE 21
MODESTO, CA 95354
TEL (209) 848-4001

California State Senate

SENATOR
MARIE ALVARADO-GIL, M.P.A.
CHAIR, HUMAN SERVICES
FOURTH SENATE DISTRICT

COMMITTEES
AGRICULTURE
BUSINESS, PROFESSIONS & ECONOMIC DEVELOPMENT
GOVERNMENTAL ORGANIZATION
HUMAN SERVICES
INSURANCE
MILITARY & VETERANS AFFAIRS

May 9th, 2024

Dear Hal Nolen,

It is an honor to share with you that I have selected The Alliance for Community Transformations (The Alliance) as the California Senate District 4 2024 Non-Profit of the Year for Mariposa County. There are so many incredible non-profits across our district and I believe that The Alliance for Community Transformations (The Alliance) rises above and beyond with exceptional community impact. The Alliance for Community Transformations (The Alliance) has displayed an unwavering dedication to championing some of the most pressing issues facing our communities– housing access and affordability. I am proud to recognize your organization on a state level for your efforts to improve access to housing in the communities that you serve.

Congratulations on this honor and I look forward to an opportunity to recognize The Alliance for Community Transformations (The Alliance) at a presentation or event in your local community in the months of June-July. To coordinate the award presentation, please contact my office at 916-933-8680 or via email at Senator.Alvarado-Gil@sen.ca.gov.

Respectfully,

Marie Alvarado-Gil
4th Senate District

Mariposa County Non Profit of the Year to The Alliance for Community Transformations July 16, 2024
9:30am-10:15am
Mariposa County Board Chambers, 5100 Bullion St., Mariposa, CA,

Run of Show:

Time	Action	Name
9:15am - 9:30am	Arrive at BOS Chambers	Senator, Lauren, and Jacob
9:30am	Brief remarks about A4CT and introduction of Senator	Chairman Miles Menetrey
9:32am - 9:37am	Senator provides brief remarks and presents certificate award	Senator Alvarado-Gil
9:37am- 9:42am	Brief remarks provided by A4CT	Jeremy Martinez, Hal Nolan, and staff
9:42am- 9:55am	Additional comments from Board members	Mariposa BOS
9:55am- 10:00am	Photo op with Senator, A4CT, and BOS	Senator, A4CT staff, Mariposa BOS
10:00am- 10:15am	Senator can leave upon the conclusion of presentation, BOS meeting continues, Senator departs to next event	Senator and staff



MARIE ALVARADO-GIL

STATE SENATOR DISTRICT 4

California State Senator Marie Alvarado-Gil was elected in 2022 and represents the counties of Alpine, Amador, Calaveras, El Dorado, Inyo, Madera, Mariposa, Merced, Mono, Nevada, Placer, Stanislaus and Tuolumne as an independent leader in the legislature.

Senator Alvarado-Gil is the Chair of the Senate Human Services Committee and serves on several committees including; Agriculture, Business & Professionals, Government Organization, Insurance, Military & Veterans, and is the Senate liaison to the California Department of Education's Advisory Commission on Special Education. In addition, she is the Vice-Chair of the Rural Caucus and active in the Problem Solvers Caucus; both common-sense coalitions for bipartisan and bicameral policymaking.

Marie is a native Californian whose fondest memories of her childhood were spent in the classroom and learning to shuck corn and grind masa at her grandmother's tortilla factory in Jalisco as a teenager. Marie was the first female to go to college in her family. She attended UC Davis to study Animal Science before pivoting from her education to raise three amazing children as a single parent in rural northern California. While building a promising career in both the public and nonprofit sectors, Marie returned to college mid-career earning both a Bachelor and Master Degree in Public Administration with emphasis in Health Services Administration from the University of San Francisco.

Marie has a professional background in education administration, community organizing and advocacy, and coalition building. She has dedicated her life to public service leadership while balancing the demands of a growing family and an executive career. Policy issues that she has led in the Senate include resource equity for rural communities, wildfire relief for homeowners insurance and protections of farms and water rights across the central valley.

Marie lives in Jackson in Amador County.

MARIE ALVARADO-GIL
SENATOR, 4TH SENATE DISTRICT

LAUREN HERNANDEZ
DISTRICT DIRECTOR

CAPITOL OFFICE
1021 O STREET
SUITE 7240
SACRAMENTO, CA 95814
TEL (916) 651-4004
CEL (916) 835-7976

DISTRICT OFFICE
4364 TOWN CENTER BLVD.
SUITE 313
EL DORADO HILLS, CA 95762
TEL (916) 933-8680
FAX (916) 933-8685

LAUREN.HERNANDEZ@SEN.CA.GOV

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-318

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: **PUBLIC HEARING:** To Adopt the Current Fee Structure for Countywide County Service Area No.1, Road Maintenance for Zones of Benefit; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2024-25

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: To Adopt the Current Fee Structure for Countywide County Service Area No.1, Road Maintenance for Zones of Benefit; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2024-25.

Annually, a report is generated listing the fees associated with Countywide Country Service Area No. 1. These fees are then placed on the Property Tax Roll upon Board of Supervisors approval for the Fiscal Year 2024-25. Royal Oaks and Granite Springs have price escalators and are represented in the attached EXHIBIT "A". All other rates remain the same. T

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approves the fee structure for Zones of Benefit annually.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fees would cause the non-collection required to continue providing road maintenance services to the Zones of Benefit.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Public Notice**
2. **List of Tax Roll 24-25**
3. **Resolution for 1408**
4. **Notice of Exemption24**

VOTE RESULT

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

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

EXCUSED: District I Supervisor Rosemarie Smallcombe

PUBLIC HEARING NOTICE
COUNTY SERVICE AREA NO. 1
(Road Maintenance Zones of Benefit)

On Tuesday, July 16, 2024, at the hour of 9:00 a.m. or as soon thereafter the Mariposa County Board of Supervisors will conduct a public hearing in the Chambers of the Board of Supervisors, Mariposa County Government Center, 5100 Bullion Street, Mariposa, California, to establish the current fee structure for County Service Area No. 1 (Road Maintenance Zones of Benefit). These fees are to be placed on the property tax roll for fiscal year 2024-25.
Any interested member of the public may appear at the hearing and be heard or is welcome to provide written input.

Information on the fees is available for review from the Clerk of the Board, 5100 Bullion Street, Mariposa California 95338 or the Public Works Department at 4639 Ben Hur Road, Mariposa, California 95338.

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2024-25

CSA NAME	ADDRESS*	SERVICE	24-25
County Service Area No.1			
Location: Countywide			
Zones of Benefit:			
Black Oak Ridge	All	Road Maintenance	$100.00
Lakeside Drive	5641		$100.00
Placer Lane	6331, 6334		$100.00
Whitlock Road	5830		$100.00
Broncho Hollow:		Road Maintenance	
Broncho Hollow Lane	4029, 4089		$61.24
Broncho Hollow Lane	4004		$122.50
Broncho Hollow Lane	3786 to 3984		$141.70
Deer Run	All		$185.48
Hidden Valley	All		$61.24
Indian Peak	3950		$61.24
Quail Run	All		$185.48
Quail Hollow	All		$185.48
Rocky Hollow	All		$61.24
Wildcat Springs	All		$185.48
Windy Hollow	All		$185.48
El Toro Road	All	Road Maintenance	$170.20
Hornitos Road	5425		$170.20
Greeley Hill Estates:	(See Exhibit "A" page 5)	Road Maint & Water Tank	
Dogtown Road	All except 6363		$12.00
Dogtown Road	6363		$36.00
Dogtown Road	6408, 6410		$67.00
Ponderosa	All		$36.00
Quail Mine	All		$72.00
Texas Hill	All		$12.00
Jordan View	All	Road Maintenance	$10.00
Leichtlin Lane	All	Road Maintenance	$100.00
Little Bear Road	All	Road Maintenance	$346.50
Totokon	4338		$346.50
Miami Mountain		Snow Removal	
Apple Seed	1841		$25.00
Highway 49 South	1777		$25.00
Miami Meadow	2019		$25.00
Nutter Ranch	All		$25.00
Stage Coach	1740		$25.00
Millbrow Estates		Road Maintenance	
Millbrow	All		$110.00
Holtzel	10224, 10258		$110.00
Montana de Paz	All	Road Maintenance	$251.80
Pagala Springs	All	Road Maintenance	$355.44
Royal Oaks Estates	(See Exhibit "A" page 3)	Road Maintenance	
Granite Springs Estates	(See Exhibit "A" page 4)	Road Maintenance	
Sierra Vista Estates		Road Maintenance	
Indian Peak	4138		$250.00
Mountain Way	All		$250.00
Sierra Vista	All		$250.00
St. Andrews Road	5072, 5075	Road Maintenance	$795.00

EXHIBIT "A"

COUNTY SERVICE AREA No. 1
TO BE PLACED ON TAX ROLL FISCAL YEAR 2024-25

CSA NAME	ADDRESS*	SERVICE	24-25
County Service Area No.1			
Location: Countywide			
Zones of Benefit:			
Terrace View	All	Road Maintenance	$109.50
Usona Ridge Road	3189 to 3230	Road Maintenance	$100.00
Black Bear Mtn	1812 to 1818		$100.00
Yosemite View Estates		Road Maintenance	
Carson Creek View	4214, 4225		$420.32
Wilbur's Way	All		$420.32

* Note: For Zones of Benefit "All" means all adresses on that road within the zone.

EXHIBIT "A"

Royal Oaks Estates

	APN	Owner	Address	Street	City	Assessment
1	017-660-001-0	Denate, Melody	4508	Royal Oaks	Mariposa	$ 334.19
2	017-660-002-0	Rogerson, Peter/Andrea	4510	Royal Oaks	Mariposa	366.49
3	017-660-003-0	Francis, Stephen/Nancy	4528	Royal Oaks	Mariposa	438.18
4	017-660-004-0	Bratt, Kathleen	4550	Royal Oaks	Mariposa	574.62
5	017-660-005-0	Beccia, Richard/Kelly	4576	Royal Oaks	Mariposa	669.74
6	017-660-006-0	Alvarez, Mayra	4583	Royal Oaks	Mariposa	678.58
7	017-660-007-0	Kinslow, Michael/Laurie	4585	Royal Oaks	Mariposa	678.58
8	017-660-008-0	Santschi, Dennis/Donna	4421	Burl Dr	Mariposa	462.85
9	017-660-009-0	Marquez, Edward	4548	Little Buck	Mariposa	533.62
10	017-660-010-0	Barajas, Arnulfo	4541	Royal Oaks	Mariposa	509.83
11	017-660-011-0	Jorgensen, Kenneth/Joyce	4557	Royal Oaks	Mariposa	557.30
12	017-660-012-0	Dan Gamel Property Investments	4567	Royal Oaks	Mariposa	669.74
13	017-660-013-0	Uccelli Annette	4371	Burl Dr	Mariposa	270.82
14	017-660-014-0	James, David	4391	Burl Dr	Mariposa	270.82
15	017-660-015-0	Xiong, Derek	4541	Little Buck	Mariposa	410.43
16	017-660-016-0	Southworth, David/Penny	4545	Little Buck	Mariposa	427.17
17	017-660-017-0	Lo, Nhia	4245	Burl Dr	Mariposa	270.82
18	017-660-018-0	Rodman, Mason / Julia	4237	Burl Dr	Mariposa	270.82
19	017-660-019-0	Duran, Jose/Maria	4358	Burl Dr	Mariposa	270.82
20	017-660-020-0	Tiner, David/Christina	4348	Burl Dr	Mariposa	270.82
21	017-660-021-0	Entrust Administration Inc	4232	Burl Dr	Mariposa	270.82
22	017-660-022-0	Lee, Yu-Ching	4372	Burl Dr	Mariposa	270.82
23	017-660-023-0	Schaddelee, Robert	4390	Burl Dr	Mariposa	270.82
24	017-660-024-0	Vanhoogmoed, Andrew/Caro	4260	Burl Dr	Mariposa	270.82
25	017-660-025-0	Lo, Nhia	4256	Burl Dr	Mariposa	270.82
26	017-660-026-0	Gonzalez,Jorge	4252	Burl Dr	Mariposa	270.82
27	017-660-027-0	Malavong Manisay	4248	Burl Dr	Mariposa	270.82
28	017-660-038-0	White Oak Ridge, LLC	4244	Burl Dr	Mariposa	270.82
29	017-660-039-0	Pompano, LLC	4240	Burl Dr	Mariposa	270.82
30	017-660-030-0	Townsend, Richard/Maricela	4394	Burl Dr	Mariposa	270.82
31	017-660-031-0	Lo, Pao	4412	Burl Dr	Mariposa	270.82
32	017-660-032-0	Townsend, Richard/Maricela	4424	Burl Dr	Mariposa	270.82
33	017-660-033-0	Chen, Ling Hui	4465	Burl Dr	Mariposa	270.82
						$ 12,456.89

EXHIBIT "A"

Granite Springs Estates

	APN	Owner	Address	Street	City	Assessment
1	001-140-025	Lopez, Ma	9792	Creekside	Coulterville	$ 34.68
2	001-140-026	Salas, Leonardo	9788	Creekside	Coulterville	77.98
3	001-140-027	Her, Va Pao	9775	Creekside	Coulterville	93.11
4	001-140-028	Ruiz, Asuncion/Alicia	9774	Creekside	Coulterville	121.21
5	001-140-029	Lopez, Jose/Linda	9759	Creekside	Coulterville	156.10
6	001-140-030	Ruiz, Asuncion/Alicia	9758	Creekside	Coulterville	164.46
7	001-140-031	Erickson, Wayne	9751	Creekside	Coulterville	206.23
8	001-140-032	Crockett, Nicholas/Anamae	9740	Creekside	Coulterville	208.00
9	001-140-022	Delano, Art & Carol	9793	Creekside	Coulterville	56.65
10	001-140-033	Fink, Erika		Remainder	Coulterville	2,677.70
						$ 3,796.12

EXHIBIT "A"

Greeley Hill Estates

	APN	Owner	Address	Street	City	Assessments
1	004-590-0010	Kalinowski, Susan	6485	Dogtown	Coulterville	$ 12.00
2	004-590-0020	Kalinowski, Susan	Unassigned		Coulterville	12.00
3	004-590-0030	Brown, David/Maria	6453	Dogtown	Coulterville	12.00
4	004-590-0040	Clough, Glenn	6441	Dogtown	Coulterville	12.00
5	004-590-0050	Beberbia, Frank	6433	Dogtown	Coulterville	12.00
6	004-590-0060	Brizendine, Stan	6436	Dogtown	Coulterville	12.00
7	004-590-0070	Bright, Donald/Janice	6410	Dogtown	Coulterville	67.00
8	004-590-0080	Pfeiffer, Kenneth	6408	Dogtown	Coulterville	67.00
9	004-590-0090	Thompson, Richard	6425	Dogtown	Coulterville	12.00
10	004-590-0100	Obrien, Sandra	6415	Dogtown	Coulterville	12.00
11	004-590-0110	Cox, William B	9416	Ponderosa	Coulterville	36.00
12	004-590-0120	Johnson, Raymond/Dolores	9408	Ponderosa	Coulterville	36.00
13	004-590-0130	Higuera, Daniel/Gail	9732	Texas Hill	Coulterville	12.00
14	004-590-0140	Goodrich, Steven	9718	Texas Hill	Coulterville	12.00
15	004-590-0150	Leroudier, Frederic/Yiping	9680	Texas Hill	Coulterville	12.00
16	004-590-0160	Baca, Ruben Jr/Francine	9683	Texas Hill	Coulterville	12.00
17	004-590-0170	Baca, Ruben Jr/Francine	9719	Texas Hill	Coulterville	12.00
18	004-590-0180	Love, John/Darralynne	9721	Texas Hill	Coulterville	12.00
19	004-590-0190	Johnson, Raymond	9413	Ponderosa	Coulterville	36.00
20	004-590-0200	Cox, William B	Unassigned		Coulterville	12.00
21	004-590-0210	Cox, William B	6363	Dogtown	Coulterville	36.00
22	004-590-0220	Bradbury, Robert/Patricia	6345	Dogtown	Coulterville	12.00
23	004-590-0230	McAdam-Austin, Erin	6350	Dogtown	Coulterville	12.00
24	004-590-0240	Dodge, Mary	Unassigned		Coulterville	12.00
25	004-590-0250	Dodge, Mary	Unassigned		Coulterville	12.00
26	004-590-0260	Dodge, Mary	6374	Dogtown	Coulterville	12.00
27	004-590-0270	Dugan, Thomas/Valerie	Unassigned		Coulterville	72.00
28	004-590-0280	Dodge, Nicholas/Mary	Unassigned		Coulterville	72.00
29	004-590-0290	Dodge, Nicholas/Mary	Unassigned		Coulterville	72.00
30	004-590-0300	Dugan, Thomas/Valerie	9787	Quail Mine	Coulterville	72.00
31	004-590-0310	Dugan, Thomas/Valerie	Unassigned		Coulterville	72.00
32	004-590-0320	Dodge, Nicholas/Mary	9780	Quail Mine	Coulterville	72.00
33	004-590-0330	Galli, Edward	Unassigned		Coulterville	72.00
34	004-590-0340	Whitworth, Dennis/Elaine	9751	Quail Mine	Coulterville	72.00
35	004-590-0350	Heath, Michael/Ann	Unassigned		Coulterville	72.00
36	004-590-0360	Galli, Edward	9729	Quail Mine	Coulterville	72.00
37	004-590-0370	Galli, Edward	9715	Quail Mine	Coulterville	72.00
						$ 1,310.00

MARIPOSA COUNTY

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE CURRENT FEE STRUCTURE FOR MARIPOSA COUNTY SERVICE AREA NO. 1.

SECTION 1. WHEREAS,

(a) This Board has enacted ordinances relative to certain County Service Areas declaring that service charges shall be collected on the tax roll in the same manner and at the same time as the County's general ad valorem property taxes are collected as provided by Government Code Section 25215.5; and

(b) This Board desires to proceed in accordance with the provisions of Government Code Section 54985 and 54986 and Articles XIIIC and XIIID of the California Constitution in order to carry said ordinances into effect; and

(c) This Board ordered the preparation of a written report containing a description of each parcel of real property receiving services and the amount of the charge for each parcel for the fiscal year 2024-2025, and further requiring the Clerk of the Board to select a date and time for a hearing on said report, and to cause a notice of hearing thereon to be published in a newspaper of general circulation in the County pursuant to the provisions of Section 6061 of the Government Code; and

(d) The Public Works Department has investigated possible environmental impacts of the proposed assessments and found this action to be categorically exempt from the requirements for preparation of environmental documents pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines; and

(e) The Director of Public Works having duly prepared said written report and filed the same with the Clerk of the Board, whereupon said Clerk duly selected the date and time for hearing on said report, caused a notice of the filing of said report and the time and place of hearing thereon to be published pursuant to the provisions of Section 6061 of the Government Code, and caused said report to be available for public inspection for a period of not less than ten (10) days prior to the date of said hearing; and

(f) In accordance therewith, a public hearing has been held before this Board today at which time the Board considered said report and heard and considered all objections and protests to said report; and

SECTION 2. NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, as follows:

1. This Board finds and determines that each of the facts recited herein above is true, and that this Board has jurisdiction to proceed and make the determination set forth below.

2. This Board further finds that because the proposed action is for the reaffirming of rates and charges necessary to meet operating expenses, for the purchase or lease of supplies, equipment and materials, to meet financial reserve needs and requirements and to obtain funds for capital projects necessary to maintain service within existing County Service Areas it is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines.

3. The Clerk of the Board will file with the County Clerk a Notice of Exemption, pursuant to CEQA and said Guidelines, if requested.

4. The public hearing upon the levying of assessments and fees within each County Service Area is hereby concluded and closed.

5. This Board does hereby confirm that these assessments and fees comply with the applicable provisions of Article XIIID of the California Constitution and that no balloting will be required except to increase the assessments or fees beyond the approved level.

6. This Board hereby approves all assessments and fees described in Exhibit "A" which have remained unchanged since the last fiscal year and adopts this resolution recommended by the Public Works Department prepared for consideration of this Board setting County Service Area fees that are to be placed on the tax roll for fiscal year 2024-2025.

7. The Clerk of the Board shall send a certified copy of this resolution to each of the following:

Public Works Department
County Counsel
County Auditor
County Administrative Officer

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this _____ day of _____, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ County Clerk
County of Mariposa County
P.O. Box 247
Mariposa, CA 95338

From: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

RECEIVED
JUN 20 2024
MARIPOSA COUNTY CLERK

Project Title: County Service Area 1 Authorized Fees

Project Location-Specific: Mariposa County and Lake Don Pedro

Project Location-City: Mariposa **Project Location-County:** Mariposa County

Description of Project: Re-authorizing fees

Name of Public Agency Approving Project: COUNTY OF MARIPOSA

Name of Person or Agency Carrying Out Project: Mariposa County – Dept. Of Public Works

Exempt Status:

- ☐ Ministerial (Sec. 21080-(b) (8); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3): 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- X Categorical Exemption. State type and section number: Section 15301
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Operation of existing facilities

Lead Agency
Contact Person: Shannon Hansen **Area Code/Telephone:** (209) 966-5356

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project:
   X Yes ☐ No

Signature: _____ Date: 6/13/24
Title: Director Public Works & Transportation

X Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-319

MEETING:	July 16, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	**PUBLIC HEARING:** Authorize and Direct Staff to Place Special Districts' Delinquent User Fees on the FY24-25 Property Tax Roll

---

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Authorize and Direct Staff to Place Special Districts Delinquent User Fees on the FY24-25 Property Tax Roll.

California Government Code Section 25215.5 grants the authority to add delinquent service fees from Special Districts to the property tax roll for collection. This collection method has been highly effective when other efforts to recover delinquent fees have failed.

All affected property owners have received a letter (attached) informing them of the public hearing and the past-due amount that will be added to their property tax bill. This notification allows delinquent property owners the opportunity to pay the owed amount and avoid its inclusion on the tax roll. Public Works staff prepares a final list of unpaid fees for the Auditor, accounting for any recent payments made by property owners.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Each year the Board has approved adding delinquent fees to the property tax roll. Resolution 2023-388 authorized delinquencies to be placed on the FY23-24 tax roll.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, delinquent fees will not be added to the property tax roll, and direct staff to use other collection methods.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **CA Gov code 25215**
2. **Gazette Dist. User Fees 23-24**
3. **Special District Assessments**
4. **Resolution 2023-388 Tax Roll**
5. **Letter to Customers24**

VOTE RESULT

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION **25215-25215.7**

25215. Whenever the board determines that the amount of revenue available to a county service area or any of its zones is inadequate to meet the costs of operating and maintaining the services and facilities that the county service area provides, the board may raise revenues pursuant to this article or any other provision of law.

25215.1. The auditor shall allocate to each county service area its share of property tax revenue, if any, pursuant to Chapter 6 (commencing with Section 95) of Part 0.5 of Division 1 of the Revenue and Taxation **Code**.

25215.2. The board may levy special taxes pursuant to Article 3.5 (commencing with Section 50075) of Chapter 1 of Part 1 of Division 1 of Title 5. The special taxes shall be applied uniformly to all taxpayers or all real property within the county service area, except that unimproved property may be taxed at a lower rate than improved property.

25215.3. The board may levy benefit assessments for operations and maintenance consistent with the requirements of Article XIII D of the California Constitution, including, but not limited to, benefit assessments levied pursuant to any of the following:

(a) The Improvement Act of 1911 (Division 7 (commencing with Section 5000) of the Streets and Highways **Code**).

(b) The Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways **Code**).

(c) The Municipal Improvement Act of 1913 (Division 12 (commencing with Section 10000) of the Streets and Highways **Code**).

(d) The Landscaping and Lighting Assessment Act of 1972 (Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways **Code**, notwithstanding Section 22501 of the Streets and Highways **Code**).

(e) Any other statutory authorization enacted on or after January 1, 2009.

25215.4. The board may, by resolution or ordinance, do any of the following:

(a) Establish user fees, rates, or other charges, provided that they are not property-related fees and charges, for the services and facilities that are not property related that the county service area provides.

(b) Provide for the collection and enforcement of those user fees, rates, and other charges in the same manner that the county collects and enforces user fees, rates, and charges for the services and facilities that the county provides.

25215.5. The board may, by resolution or ordinance, do any of the following:

(a) Impose property-related fees and charges for the property-related services that the county service area provides, subject to the requirements of Article XIII D of the California Constitution. If new, increased, or extended property-related fees and charges are proposed, the board shall comply with Section 53755.

(b) Provide for the collection and enforcement of those property-related fees and charges in the same manner that the county collects and enforces property-related fees and charges for the property-related services that the county provides, including, but not limited to, Article 4 (commencing with Section 5470) of Chapter 6 of Part 3 of Division 5 of the Health and Safety **Code.**

25215.6. (a) The board may charge standby charges for water, sewer, or water and sewer services pursuant to the Uniform Standby Charge Procedures Act (Chapter 12.4 (commencing with Section 54984) of Part 1 of Division 2 of Title 5).

(b) If the procedures set forth in the former Section 25210.77b as it read at the time a standby charge was established were followed, the board may, by resolution, continue to collect the charge in successive years at the same rate from the parcels within the county service area to which water or sewers are made available for any purpose by the county service area, whether the water or sewers are actually used or not. If new, increased, or extended assessments are proposed, the board shall comply with the notice, protest, and hearing procedures in Section 53753.

25215.7. Whenever a person installs any facilities including, but not limited to, facilities for sewer or water service, and the board determines that it is necessary that those facilities be constructed so that they can be used for the benefit of property within a county service area other than the property of the person installing the facilities, and the facilities are dedicated to the public or become the property of the county or the county service area, the board may by contract agree to reimburse that person for the cost of the installation of those facilities. This contract may provide that the board may collect a reasonable fee or charge from any person using those facilities for the benefit of property not owned by the person who installed the facilities.

Delinquent User Fees

On Tuesday, July 16, 2024 at 9:00 am (or as soon there after as the matter can be heard) the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Government Center at 5100 Bullion Street, Mariposa, California, to hear the Report of Fiscal Year 23-24 Delinquent Fees for the Districts of Coulterville, Don Pedro, Mariposa Pines, Wawona and Yosemite West, and to authorize the addition of delinquent fees to the Fiscal Year 2024-25 property tax roll for collection.

Any member of the general public may appear at the hearing and be heard or provide written input.

Information on the delinquent fees is available at the Public Works Department at 4639 Ben Hur Road, Mariposa, California.

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT Collected
021-250-014-0	413.79	$2.00	379.05	950	LANE, RYAN & SUSAN	50000005	
021-280-001-0	$425.07	$2.00	$427.07	950	MERCHANT, WILLIAM	50000013	
021-240-002-0	$133.19	$2.00	$89.68	950	DEERWOOD CORPORATION	50000063	
021-210-032-0	$633.42	$2.00	$635.42	950	MACHADO, CODY	50000045	
021-250-006-0	$633.42	$2.00	$635.42	950	FLORES, ALFREDO	50000087	
021-260-015-0	$633.42	$2.00	$635.42	950	COBARRUBIA, ANTHONY & TAMMY	50000114	
021-260-022-0	$133.19	$2.00	$135.19	950	DEERWOOD CORPORATION	50000121	
021-260-023-0	$633.42	$2.00	$506.38	950	TARUN/VINOD/RANGASAMMY	50000122	
021-270-002-0	$459.79	$2.00	$412.94	950	CARO, CESAR/ MARTINEZ,NANCY	50000126	
021-300-034-0	$371.15	$2.00	$373.15	950	BEAVER, JAMES	50000183	
021-380-038-0	$83.50	$2.00	$43.75	950	CRESTLINE COVE LLC	50000208	
021-380-031-0	$88.10	$2.00	$48.35	950	CRESTLINE COVE LLC	50000210	
021-380-040-0	$83.50	$2.00	$43.75	950	CRESTLINE COVE LLC	50000211	
021-380-036-0	$83.50	$2.00	$43.75	950	CRESTLINE COVE LLC	50000218	
021-380-033-0	$83.50	$2.00	$43.75	950	CRESTLINE COVE LLC	50000219	
021-290-028-0	$562.02	$2.00	$564.02	950	ESPINOZA, JOSE	50000234	
021-380-042-0	$83.50	$2.00	$43.75	950	CRESTLINE COVE LLC	50000250	
021-390-009-0	$633.42	$2.00	$635.42	950	FUENTES, VERONICA	50000257	
021-390-008-0	$226.85	$2.00	$228.85	950	REGO, JOHN	50000258	
021-250-023-0	$46.77	$2.00	$48.77	950	SERRANO, ALEXANDER	50000008	
021-290-001-0	$41.23	$2.00	$43.23	950	PROPHET, JASON & TANIA	50000014	
021-300-002-0	$41.75	$2.00	$43.74	950	LARSON, JUSTIN & ALLISON	50000026	
021-300-022-0	$79.73	$2.00	$81.73	950	BROOK, KEITH	50000031	
021-210-030-0	$41.75	$2.00	$43.75	950	PORTER, CORALAINE	50000043	
021-380-043-0	$41.75	$2.00	$43.75	950	URBAN, JOE & KIM	50000231	
021-380-048-0	$41.75	$2.00	$43.75	950	FERNANDEZ, MELLISA	50000268	
021-380-044-0	$617.28	$2.00	$619.28	950	MACHADO, TRAVIS	50000266	

Total Entity 950	**$7,349.76**	**$56.00**	**$7,405.76**	**950**

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.
1	021-210-031-0	$31.98	$2.00	$33.98	951	LAM, CHIU HUNG	50000044
2	021-230-004-0	$31.98	$2.00	$33.98	951	ANDREW PHAN	50000049
3	021-230-005-0	$31.98	$2.00	$33.98	951	JG WILDCAT CONSULTING	50000050
4	021-230-019-0	$31.98	$2.00	$33.98	951	VELAZQUEZ, VERONICA	50000052
5	021-230-009-0	$31.98	$2.00	$33.98	951	AMERICAN REAL ESTATE	50000054
6	021-230-016-0	$49.80	$2.00	$51.80	951	ADDISON, CHRISTOPHER	50000061
7	021-150-008-0	$31.80	$2.00	$33.80	951	LOVE ALWAYS TRUST	50000039
9	021-240-011-0	$31.98	$2.00	$33.98	951	DELA CUADRA, ROBERT	50000069
11	021-240-015-0	$48.24	$2.00	$50.24	951	RENOLO TR, WILLIAM	50000073
12	021-240-017-0	$31.98	$2.00	$33.98	951	NGUYEN, DZUNGA/THU	50000074
13	021-240-018-0	$31.80	$2.00	$33.80	951	PORTER, PEGGY	50000075
14	021-240-020-0	$28.80	$2.00	$30.80	951	ALQUIST, ROBERT	50000077
15	021-240-021-0	$31.98	$2.00	$33.98	951	NVISION CAPITAL ADVISORS	50000078
16	021-250-002-0	$31.80	$2.00	$33.80	951	QUEROL, RAMON & FE	50000083
19	021-250-013-0	$31.98	$2.00	$33.98	951	REINHART, ROBERT	50000092
20	021-250-016-0	$31.98	$2.00	$33.98	951	KULCSAR, TERESITA PAYUMO	50000093
21	021-250-017-0	$31.98	$2.00	$33.98	951	VILORIA, FLORENTINO / LILLIA	50000094
22	021-250-018-0	$31.80	$2.00	$33.80	951	KIMBERLY, ALBERTARIO	50000095
23	021-250-021-0	$60.60	$2.00	$62.60	951	GRASMOEN, SCOTT	50000097
24	021-250-022-0	$30.00	$2.00	$32.00	951	CONSOLIDATED RELIANCE INC	50000098
25	021-250-024-0	$31.98	$2.00	$33.98	951	ARQUERO, ARNULFO / PILAR	50000099
26	021-250-025-0	$31.98	$2.00	$33.98	951	DUMMER, TIM & KARI	50000100
28	021-260-008-0	$31.80	$2.00	$33.80	951	RODRIGUEZ, TRUSTEE	50000107
29	021-260-006-0	$31.98	$2.00	$33.98	951	BUTLER, SHAVONE	50000105
30	021-260-012-0	$31.98	$2.00	$33.98	951	LEDEZMA, MARGARITA	50000111
31	021-260-014-0	$31.98	$2.00	$33.98	951	HERRADURA, PRUDENCIO / LOLITA	50000113
32	021-260-025-0	$31.98	$2.00	$33.98	951	IBARRA, CARMELITA	50000124
33	021-270-001-0	$31.98	$2.00	$33.98	951	MARTINEZ, TITO	50000125
34	021-280-005-0	$19.80	$2.00	$21.80	951	MH REAL ESTATE VENTURES	50000139

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

35	021-280-009-0	$31.80	$2.00	$33.80	951	RAYNAUD, MARK	50000143
36	021-290-007-0	$31.98	$2.00	$33.98	951	FUENTES, SUSANA	50000146
37	021-290-009-0	$31.80	$2.00	$33.80	951	COLMORE, VINCENT	50000148
38	021-290-020-0	$31.98	$2.00	$33.98	951	SCHUHMANN, DAN & MELANIE	50000153
39	021-300-008-0	$31.80	$2.00	$33.80	951	GUZMAN, JONATHAN	50000161
40	021-290-026-0	$31.98	$2.00	$33.98	951	KUENG, SHANNON	50000157
41	021-290-027-0	$31.98	$2.00	$33.98	951	JOHNSTON, ROBERT	50000158
42	021-300-005-0	$31.98	$2.00	$33.98	951	JUAREZ, VALENTIN	50000159
43	021-300-009-0	$60.60	$2.00	$62.60	951	CHEUNG, CINDY YIN	50000162
44	021-310-002-0	$31.80	$2.00	$33.80	951	JG WILDCAT CONSULTING	50000185
46	021-310-004-0	$31.80	$2.00	$33.80	951	PORTER, PEGGY	50000187
47	021-310-007-0	$31.98	$2.00	$33.98	951	GUEVARA, PATRICIA	50000189
49	021-310-009-0	$60.60	$2.00	$62.60	951	FISHER, PATRICK	50000191
50	021-310-010-0	$31.98	$2.00	$33.98	951	FISCHER, RYAN	50000192
51	021-310-011-0	$31.98	$2.00	$33.98	951	CORIA, SERGIO / SAN JUANITA	50000193
52	021-310-014-0	$31.98	$2.00	$33.98	951	SANTANA, MOSES	50000196
53	021-310-017-0	$31.98	$2.00	$33.98	951	CARRILLO, RAFAEL	50000199
54	021-310-022-0	$31.98	$2.00	$33.98	951	VELAZQUEZ, VERONICA	50000204
55	021-360-001-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000215
56	021-370-042-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000221
57	021-370-043-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000222
58	021-370-044-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000223
59	021-370-045-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000224
60	021-370-046-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000225
61	021-370-047-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000226
62	021-370-048-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000227
63	021-370-049-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000228
64	021-370-050-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000229
65	021-370-051-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000230
66	021-380-002-0	$99.54	$2.00	$101.54	951	DEERWOOD CORPORATION	50000232
67	021-360-002-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000235
68	021-360-003-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000236
69	021-360-004-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000237
70	021-360-005-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000238

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

71	021-360-006-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000239
72	021-360-007-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000240
73	021-360-008-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000241
74	021-360-009-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000242
75	021-360-011-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000243
76	021-370-003-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000244
77	021-370-004-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000245
78	021-370-015-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000246
79	021-370-016-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000247
80	021-380-006-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000248
81	021-380-007-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000249
82	021-370-025-0	$31.98	$2.00	$33.98	951	CRESTLINE COVE LLC	50000251
83	021-370-026-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000252
84	021-370-027-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000253
85	021-370-028-0	$31.98	$2.00	$33.98	951	BERCILLA, ALFREDI / VESTA	50000254
86	021-370-029-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000255
87	021-360-024-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000273
88	021-360-025-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000274
89	021-360-026-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000275
90	021-360-027-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000276
91	021-370-038-0	$31.98	$2.00	$33.98	951	SHERIDAN, JAMES	50000277
92	021-370-039-0	$31.98	$2.00	$33.98	951	SHERIDAN, JAMES	50000278
93	021-370-040-0	$31.98	$2.00	$33.98	951	SHERIDAN, JAMES	50000279
94	021-370-041-0	$31.98	$2.00	$33.98	951	SHERIDAN, JAMES	50000280
95	021-370-052-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000281
96	021-370-053-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000282
97	021-380-021-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000283
98	021-380-022-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000284
99	021-380-023-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000285
100	021-380-024-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000286
101	021-380-025-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000287
102	021-380-026-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000288
103	021-380-027-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000289
104	021-380-028-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000290

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

105	021-380-029-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000291
106	021-380-030-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000292
107	021-380-012-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000294
108	021-380-011-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000295
109	021-380-014-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000296
110	021-380-013-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000297
111	021-380-015-0	$31.98	$2.00	$33.98	951	REAL ESTATE FUND LLC	50000298
112	021-380-016-0	$31.98	$2.00	$33.98	951	REAL ESTATE FUND LLC	50000299
113	021-380-017-0	$33.60	$2.00	$35.60	951	REAL ESTATE FUND LLC	50000300
114	021-380-018-0	$31.98	$2.00	$33.98	951	REAL ESTATE FUND LLC	50000301
115	021-380-019-0	$31.98	$2.00	$33.98	951	REAL ESTATE FUND LLC	50000302
116	021-380-020-0	$31.98	$2.00	$33.98	951	REAL ESTATE FUND LLC	50000303
117	021-370-020-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000304
118	021-370-021-0	$31.98	$2.00	$33.98	951	GLORIA ALCANTARA	50000305
119	021-370-023-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000306
120	021-370-024-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000307
121	021-370-030-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000308
122	021-370-031-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000309
123	021-370-032-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000310
124	021-370-033-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000311
125	021-370-034-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000312
126	021-370-035-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000313
127	021-370-036-0	$33.60	$2.00	$35.60	951	DEERWOOD CORPORATION	50000314
128	021-370-037-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000315
129	021-360-021-0	$31.98	$2.00	$33.98	951	DELEON, AZUCENA	50000316
130	021-360-022-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000317
131	021-360-023-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000318
132	021-380-010-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000319
133	021-380-009-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000320
134	021-380-008-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000321
135	021-380-005-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000322
136	021-380-004-0	$31.98	$2.00	$33.98	951	DUMPEL, HEDWIG	50000323
137	021-380-001-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000325
138	021-370-019-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000326

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

139	021-370-018-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000327
140	021-370-017-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000328
144	021-370-011-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000332
145	021-370-010-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000333
146	021-370-009-0	$33.60	$2.00	$35.60	951	DEERWOOD CORPORATION	50000334
147	021-370-008-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000335
148	021-370-007-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000336
149	021-370-006-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000337
150	021-370-005-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000338
151	021-370-002-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000339
152	021-370-001-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000340
154	021-360-019-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000342
155	021-360-018-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000343
156	021-360-017-0	$32.28	$2.00	$34.28	951	DEERWOOD CORPORATION	50000344
157	021-360-016-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000345
158	021-360-015-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000346
159	021-360-014-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000347
160	021-360-013-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000348
161	021-360-012-0	$31.98	$2.00	$33.98	951	DEERWOOD CORPORATION	50000349

Total Entity 951	$4,970.52	$300.00	$5,270.52	**951**

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	YOSEMITE WEST DELINQUENT USER FEES	ACCOUNT NO.
006-090-031-0	$127.41	$2.00	$129.41	947	SIDDIQUI, FAROOQ	20000087
006-080-039-0	$487.20	$2.00	$489.20	947	AREKAPUDI, YASASWY	20000061
006-130-045-0	$511.40	$2.00	$513.40	947	SANDOVAL REAL PROPERTIES	20000291

Total Entity 947	**$1,126.01**	**$6.00**	**$1,132.01**	**947**

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	YOSEMITE WEST STANDBY DELINQUENT FEES	ACCOUNT NO.
006-080-062-0	$163.20	$2.00	$165.20	946	HANSEN, TED	20000147
006-100-052-0	$163.20	$2.00	$165.20	946	CHEN, XUSENG	20000224
006-110-013-0	$163.20	$2.00	$165.20	946	YW 7484 YOSEMITE PARKWAY LLC	20000236
006-110-021-0	$163.20	$2.00	$165.20	946	CHONG, ALLEN & KATY	20000241
006-120-001-0	$121.60	$2.00	$123.60	946	BALES, SCOTT	20000247
006-120-003-0	$163.20	$2.00	$165.20	946	KANMATAREDDY, AVANTHI	20000249
006-120-004-0	$163.20	$2.00	$165.20	946	KANMATAREDDY, AVAN	20000250

Total Entity 946	**$1,100.80**	**$14.00**	**$1,114.80**	**946**

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	COULTERVILLE DELINQUENT USER FEES	ACCOUNT NO.
002-010-017-0	$1,374.28	$2.00	$1,376.28	945	HANCOCK, ORVAL T	10000004
002-220-001-0	$970.03	$2.00	$972.03	945	YOSEMITE MOTEL INVESTMENTS	10000046
002-010-002-0	$1,312.22	$2.00	$1,314.22	945	MENDOZA, SUSAN	10000034
002-050-049-0	$374.30	$2.00	$376.30	945	COULTERVILLE LODGE	10000022
002-040-047-0	$663.57	$2.00	$665.57	945	FRANKE, PAUL	10000096
002-040-027-0	$229.15	$2.00	$231.15	945	SPAHN, JOSEPH	10000042
002-040-011-0	$482.45	$2.00	$484.45	945	BLACK, BILL	10000070
002-090-001-0	$308.51	$2.00	$310.51	945	TISCORNIA, VICTOR	10000057
002-060-004-0	$1,456.98	$2.00	$1,458.98	945	CROUSE, BRENDA	1000003
002-030-003-0	$1,423.13	$2.00	$1,425.13	945	A&A 21 PROPERTY INVESTMENT	10000043
002-030-003-0	$171.50	$2.00	$173.50	945	HEIN, ASHLEY	10000072

Total Entity 945	$8,766.12	$22.00	$8,788.12	945

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	MARIPOSA PINES STANDBY DELINQUENT FEES	ACCOUNT NO.
009-110-001-0	$63.00	$2.00	**$65.00**	948	BERES, B. JOHN	30000025
Total Entity 948	**$63.00**	**$2.00**	**$65.00**	**948**		

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	MARIPOSA PINES DELINQUENT FEES	ACCOUNT NO.
009-100-031-0	$60.28	$2.00	**$62.28**	948	BISSMEYER, BENJAMIN	30000004
009-120-009-0	$67.99	$2.00	**$69.99**	948	DANIEL, BOB	30000022
009-120-005-0	$19.95	$2.00	**$21.95**	948	BURLEY, CLARENCE	30000020

Total Entity 948	**$148.22**	**$6.00**	**$154.22**	**948**

SPECIAL DISTRICTS ASSESSMENTS: FY23-24

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	WAWONA DELINQUENT USER FEES	ACCOUNT NO.
010-180-060-0	$289.50	$2.00	$291.50	955	EASLEY, TERRY	11000046
010-230-011-0	$299.15	$2.00	$301.15	955	COSGROVE-RICCI, JUNE	11000058
010-070-002-0	$553.93	$2.00	$555.93	955	CAMP DUKE LLC	11000069
010-510-035-0	$547.17	$2.00	$549.17	955	DUNN, KATHLEEN TR	11000071
010-140-017-0	$547.17	$2.00	$549.17	955	HOLMES, SCOTT	11000108
010-180-056-0	$514.35	$2.00	$516.35	955	REED, MARK	11000209
010-280-001-0	$541.43	$2.00	$543.43	955	SIEVERSON, DOLORES TR	11000215

Total Entity 955	**$3,292.70**	**$14.00**	**$3,306.70**	**955**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-388

MEETING:	July 18, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	PUBLIC HEARING: Consider Authorizing and Directing Staff to Place Special Districts Delinquent User Fees on the FY23-24 Property Tax Roll

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Consider Authorizing and Directing Staff to Place Special Districts Delinquent User Fees on the FY23-24 Property Tax Roll.

California Government Code Section 25215.4 authorizes the ability for delinquent fees for services charged in Special Districts to be added to the property tax roll for collection. This method of collection has proven to be very successful when previous efforts to collect delinquent fees for services have been exhausted.

All the affected property owners have been sent a letter (attached) informing them of the public hearing and the past-due amount we plan to add to their property tax bill. The notification gives delinquent property owners the opportunity to pay the amount owed and avoid having it added to the tax roll. Public Works staff prepares a final list of unpaid fees for the Auditor which takes into account any recent payment made by property owners.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Each year the Board has approved adding delinquent fees to the property tax roll. Resolution 2022-417 authorized delinquencies to be placed on the FY22-23 tax roll.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, delinquent fees will not be added to the property tax roll, and direct staff to use other collection methods.

FINANCIAL IMPACT

ATTACHMENTS

1. **Tax Roll Government code**
2. **Tax Roll-Newspaper notice**
3. **Letter to Residents**
4. **Don Pedro Delinquent User Fees**

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

Team, Service, Stewardship

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

June 27, 2024

Dear Property Owner:

On Tuesday, July 16, 2024, at 9:00 AM (or as soon thereafter as the matter can be heard) the Mariposa County Board of Supervisors will hold a public hearing to review the Report of Delinquent Fees for the Districts of Coulterville, Don Pedro, Mariposa Pines, Wawona, and Yosemite West. The Board may authorize the addition of these delinquent fees to the appropriate property tax rolls for collection. The hearing will take place in the Board Chambers of the Government Center at 5100 Bullion Street, Mariposa, California.

Our records show that your account currently has a past due amount that we plan to add to your property tax bill. To prevent this, please make your payment in full to Mariposa County by July 31, 2024. You can mail your payment to the Public Works Department at 4639 Ben Hur Road, Mariposa, California 95338. Alternatively, you can pay by credit card by calling the Public Works Department at (209) 966-5356.

Any questions pertaining to your account may be directed to Joy Hopper at (209) 742-1157.

Sincerely,

Shannon Hansen, Director
Public Works & Transportation

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-320

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING:** To Consider the Close Out of the Community Block Grant (CDBG) Owner Occupied Rehabilitation Program

---

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: To Consider the Close Out of the Community Block Grant (CDBG) Owner Occupied Rehabilitation Program.

Take public comment and approve the close out report for the 20-CDBG-12065 owner-occupied housing rehabilitation program.

The County of Mariposa was awarded $300,000 in Community Development Block Grant (CDBG) funding in May 2021 in response to the 2020 CDBG Notice of Funding Availability (NOFA) application. Program clearance was received on June 16, 2021, allowing the acceptance of applications and provision of housing services. The program offered deferred, no-interest loans to Low-Moderate Income (LMI) applicants. Payments could be made anytime, but full loan repayment was not due until 30 years from the date of loan approval.

The program aimed to provide emergency, minor, and substantial housing rehabilitation to address property maintenance, age, health and safety, and/or housing code issues of existing single-family residential units for low-income owner-occupied households. Key building features included roofing, windows, and flooring, as well as property systems such as plumbing, electrical, cooling and/or security. Water well repair and or replacement were also covered under this program. The home repair and rehabilitation services were available to income-eligible homeowners of single-family residences located in the unincorporated areas of Mariposa County.

Marketing of the program was robust and consisted of attending the County Fair, conducting door-to-door canvassing within local communities, public service announcements on the local Mariposa KRYZ radio, one-page flyers in English and Spanish posted at the building department counter, newspapers articles in the Mariposa Gazette, and maintaining a visible presence on social media as well as the Self-Help Enterprises (SHE) website. Additionally, County and Self-Help Enterprises staff participated in the Oak Fire Rebuilding Workshop 2.0 on February 8, 2023. SHE personnel provided program information and assisted interested individuals with application completion and gathering supporting documentation.

All these efforts yielded Fifteen (15) intakes, of which three (3) homeowners were qualified for rehabilitation loans and entered the workload during the grant term. Unfortunately, none of the projects were completed due to several factors. Three (3) bid tours were held on each of the (3) three houses in the workload to solicit bids from contractors. However, rising material costs and high regional construction expenses resulted in bids that exceeded the available project budgets. Additionally, many contractors were unavailable due to the site locations or found the jobs were not large enough to spark their interest. Compounding these issues, homeowners faced difficulties obtaining affordable insurance coverage, which is a requirement of the program. Applicants withdrew from the program due to insurance affordability challenges cited, such as high

premiums, strict underwriting requirements, and denials due to the area's high wildfire risk. As a result of these challenges, participants either withdrew from the program or construction contracts could not be secured.

Despite these extensive efforts, the program did not achieve its objectives, resulting in the disencumbrance of the majority of allocated funds.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES: 2020-255 adopting a resolution approving an application to the CDBG 2019-2020 funding year.
RES: 2020-258 Approve a subrecipient agreement with Self-Help Enterprises for CDBG funds for housing assistance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A Public Hearing is a program requirement to close out this grant. Without the hearing, the grant would not be able to be closed.

FINANCIAL IMPACT

The County will be disencumbering $270,053.77 back to CDBG. These non-general fund grant funds have been budgeted in the Housing rehabilitation fund 3332-111.

ATTACHMENTS

1. **240628 Gazette Notice FINAL**
2. **MAR20-CDBG Closeout Public Hearing Notice**
3. **Combined Closeout Package fillable_508v2 (2)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039 • MARIPOSA, CALIFORNIA 95338–2039
(209) 966-5151 • FAX (209) 742-5024
www.mariposacounty.org/planning

BOARD OF SUPERVISORS PUBLIC HEARING

Tuesday, July 16th, 2024 – AT 9:00 AM or shortly thereafter

1. Public Hearing on Community Development Block Grant (CDBG) close out. The County of Mariposa was awarded $300,000 for the Owner-Occupied Housing rehabilitation program. The program was not successful, and the County will be disencumbering $262,603.10 of contract 20-CDBG-12065 and closing out the grant. The County was also awarded $500,000 for homeless services at the Mariposa Heritage House with the Alliance for Community Transformations. The program was successful and the County will be closing out contract 20-CDBG-12070. If you need special accommodation to attend this meeting, please contact the Clerk of the Board at (209) 966-3222. For questions contact: **Ben Goger bgoger@mariposacounty.org.**

PLANNING COMMISSION MEETING

Friday, July 19, 2024 – BEGINNING AT 9:00 AM

1. **Discussion and Direction on California State Accessory Dwelling Unit (ADU) Law-** Discussion and direction regarding the implementation of the California Government Code Section 66323 Accessory Dwelling Units (ADUs) and relation to County Zoning Ordinance Secondary Residence provisions. Steve Engfer sengfer@mariposacounty.org

COUNTY OF MARIPOSA
Notice of Public Meeting

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a public hearing on July 16th at 9:00 am or soon there after, at the Mariposa Government Center, 5100 Bullion St., Mariposa, CA 95338 in order to discuss and solicit comments on the submittal of the Community Development Block Grant (CDBG) closeout report for the Owner-Occupied Rehab Program and the Alliance for Community Transformations Homeless Services program.

PUBLIC HEARING

DATE: July 16th 2024
TIME: 9:00pm. Or shortly thereafter
PLACE: 5100 Bullion St., Mariposa, CA 95338

The County of Mariposa was awarded $300,000 for the Owner-Occupied Housing Rehab Program. The County will be required to disencumber $262,603.10 of 20-CDBG-12065 and close out the grant.

The County of Mariposa was awarded $500,000 for a homeless services program at the Mariposa Heritage House with the Alliance for Community Transformations. The program was successful, and the County will be closing out the grant.

If you require special accommodations to participate in the public hearing, please contact the Clerk of the Board, 5100 Bullion St. Mariposa, CA 95338 or (209) 966-3222. In addition, a public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on Monday – Friday.

If you are unable to attend the public hearing, you may direct written comments to the Clerk of the Board, 5100 Bullion St. Mariposa, CA 95338 or (209) 966-3222.

County of Mariposa promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Publish: July 5th in the Mariposa Gazette

CDBG Combined Closeout Package

CDBG Award/Contract Number (fill in):	20-CDBG-12065

Checklist

I/we have completed the following forms. Check all that apply.

- [x] Closeout Certification
- [x] Acquired Property Inventory
- [x] Disencumbrance of Funds Acknowledgement/Request
- [x] Completion Report Acknowledgement
  - Completion Report uploaded or attached
- [x] Section 3 Compliance Acknowledgement
- [ ] Section 3 Closeout Report (complete only if applicable)
  - Select and complete correct form based on award date
- [ ] Section 3 Qualitative Efforts (complete only if applicable)
- [x] Affidavit of Posting Notice
  - Proof of posting also upload/attached (e.g., picture of the website posting with date stamp, newspaper clipping, or a photo of the document posted in a public place noted on affidavit)
- [ ] If this award included a planning activity, I/we have uploaded or attached **ALL** of the following:
  - Final Product(s)
  - Documentation of Public Hearing to accept final product(s) (e.g., copies of announcements, posting, etc.)
  - Board Resolution accepting each/all final product(s)
- [x] CDBG Combined Closeout Package Signature

Closeout Certification

I (name of authorized representative), Miles Menetrey, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award/Contract Number 20-CDBG-12065 have, to the best of my knowledge, been carried out in accordance with the award/contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the award/contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award/contract. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. If applicable, state "**None**" acquired. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Grantee: County of Mariposa	**Award/Contract Number:** 20-CDBG-12065
Contract/Project Name: Owner-Occupied Rehab Program	

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
None acquired								%
								%
								%
								%

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%

Disencumbrance of Funds Acknowledgement/Request

This award/contract has unused CDBG Grant Funds. This excludes Program Income.

☑ Yes

☐ No (If "No", skip to the Completion Report Acknowledgement form)

Use the table below for Agreements from **Program Year 2017 and prior**.

Program Activity	Activity Code	Awarded Amounts	Amount to Be Disencumbered	Balance
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
TOTAL		$ 0.00	$ 0.00	$ 0.00

For **Program Years 2018 and later**, please enter the total amount to be disencumbered: $ 262,603.10

Completion Report Acknowledgement

Complete one of the acknowledgments below based on the funding year for the CDBG award/contract you are closing out.

For 2017 and prior projects: I/We have **attached** a copy of the completed Completion Report for this project/program to this Combined Closeout Package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☐ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

For 2018 and later projects (including CDBG-CV): I/We have **uploaded** a copy of the completed Completion Report to the Grants Network Portal concurrently with the submittal of this package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☑ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout in the Grants Network Portal until they can provide a Completion Report.

Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally $200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)

☑ No (If "No", answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

☑ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30,2020.)

☐ No

If you answer "No" to both questions above, skip to the Affidavit of Posting Notice form.

Section 3 Closeout Report

(For Contracts Funded Prior to November 30, 2020)

Grantee Name:	
Award/Contract Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:	0.00	0.00	0.00

Construction Contracts		
1	Total **dollar amount** of construction contracts awarded	
2	**Dollar amount** of construction contracts awarded to Section 3 businesses	
3	**Percentage** of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total **dollar amount** of non-construction contracts awarded	
2	**Dollar amount** of non-construction contracts awarded to Section 3 businesses	
3	**Percentage** of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.

Section 3 Closeout Report

(For Contracts Funded On or After November 30, 2020)

Grantee Name:	County of Mariposa
Award/Contract Number:	20-CDBG-12065
Project Name:	Owner-Occupied Rehab
Project Location (Address):	Unincorporated areas of Mariposa County
County or Metropolitan Service Area (MSA) Where Project is Located:	Mariposa County
Report Date:	6/14/2024

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 "safe harbor" benchmarks are:

- Section 3 Workers make up at least 25% of the total project's hours

  AND

- Targeted Section 3 Workers make up at least 5% of the total project's hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:		0.00%	
Targeted Section 3 Labor Hours to Date:		0.00%	

Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award/Contract Number:
Contractor/Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts

- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- ☐ Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- ☐ Held one or more job fairs
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- ☐ Assisted residents with finding childcare
- ☐ Assisted residents to apply for or attend community college or a four-year educational institution
- ☐ Assisted residents to apply for or attend vocational/technical training
- ☐ Assisted residents to obtain financial literacy training and/or coaching
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- ☐ Provided or connected residents with training on computer use or online technologies
- ☐ Other (Please describe below.)

Affidavit of Posting Notice

I, (Name of Official Designated in Resolution)_____, hereby certify that on the _____ day of _____(month), _____ (year), I did post the notice of public hearing concerning discussion of closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program at the following _____(number) locations listed below, which are available to the public. These postings will be available from _____(date) to _____(date).

Location 1:	Mariposa County Development Services Bullitin Board
Location 2:	Mariposa County Board of Supervisors Bullitin Board
Location 3:	Mariposa County Website
Location 4:	Mariposa Gazette (Newspaper)
Location 5:	

I, (name) _____, Clerk of Mariposa _____ (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct.

Dated at _____(location), California, this _____ (date) day of _____(month), 20_____.

_____

Signature of Clerk

(This may not be the same person as the official designated in the Resolution who is certifying the posting)

_____

Title

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Date:	**Typed Name and Title of Official Authorized in the Resolution:**	**Signature of Official Authorized in the Resolution**
June 25, 2024	Name: Miles Menetrey Title Board Chair	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-321

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING:** To Consider the Close Out of the Community Development Block Grant (CDBG) for Public Services at the Mariposa Heritage House

---

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: To Consider the Close Out of the Community Development Block Grant (CDBG) for Public Services at the Mariposa Heritage House.

Accept Public Comment and approve the close out report for Community Development Block Grants (CDBG) contract 12070 for Homeless Services at the Mariposa Heritage House.
In 2020, Mariposa County and the Alliance for Community Transformations partnered on a $500,000 competitive CDBG grant for public services at the Mariposa Heritage House. The grant was awarded in 2021 and funded many operations at the community drop in center. The grant primarily funded a Housing Navigator and a Program Specialist staff position. In addition to supporting staffing costs, the grant also paid for meals, showers, laundry, and operational costs for the Heritage House.
Some key accomplishments of the program were 185 individuals served annually with housing navigation services and 500 life skills classes offered annually by the Program Specialist. The program was a great success as it provided 19,472 meals to 438 community members and offered housing assistance, leading to retaining or acquiring housing for 200 community members experiencing housing instability.
All funds have been expended and reimbursements requested and staff is prepared to close out the program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES 2020-255 Approve an application to the 2019-2020 CDBG funding year
Res 2020-257 Approve a subrecipient Agreement with the Alliance for Community Transformations for public services at the Mariposa Heritage House.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A Public Hearing is a program requirement to close out this grant. Without the hearing, the grant would not be able to be closed.

FINANCIAL IMPACT

None. This project was completely funded by the CDBG grant.

ATTACHMENTS

1. **240628 Gazette Notice FINAL**
2. **MAR20-CDBG Closeout Public Hearing Notice**
3. **Combined Closeout Package fillable_508v2 (2) MHH**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
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
EXCUSED:	District I Supervisor Rosemarie Smallcombe

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039 • MARIPOSA, CALIFORNIA 95338–2039
(209) 966-5151 • FAX (209) 742-5024
www.mariposacounty.org/planning

BOARD OF SUPERVISORS PUBLIC HEARING

Tuesday, July 16th, 2024 – AT 9:00 AM or shortly thereafter

1. Public Hearing on Community Development Block Grant (CDBG) close out. The County of Mariposa was awarded $300,000 for the Owner-Occupied Housing rehabilitation program. The program was not successful, and the County will be disencumbering $262,603.10 of contract 20-CDBG-12065 and closing out the grant. The County was also awarded $500,000 for homeless services at the Mariposa Heritage House with the Alliance for Community Transformations. The program was successful and the County will be closing out contract 20-CDBG-12070. If you need special accommodation to attend this meeting, please contact the Clerk of the Board at (209) 966-3222. For questions contact: **Ben Goger bgoger@mariposacounty.org.**

PLANNING COMMISSION MEETING

Friday, July 19, 2024 – BEGINNING AT 9:00 AM

1. **Discussion and Direction on California State Accessory Dwelling Unit (ADU) Law-** Discussion and direction regarding the implementation of the California Government Code Section 66323 Accessory Dwelling Units (ADUs) and relation to County Zoning Ordinance Secondary Residence provisions. Steve Engfer sengfer@mariposacounty.org

COUNTY OF MARIPOSA
Notice of Public Meeting

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a public hearing on July 16th at 9:00 am or soon there after, at the Mariposa Government Center, 5100 Bullion St., Mariposa, CA 95338 in order to discuss and solicit comments on the submittal of the Community Development Block Grant (CDBG) closeout report for the Owner-Occupied Rehab Program and the Alliance for Community Transformations Homeless Services program.

PUBLIC HEARING

DATE: July 16th 2024
TIME: 9:00pm. Or shortly thereafter
PLACE: 5100 Bullion St., Mariposa, CA 95338

The County of Mariposa was awarded $300,000 for the Owner-Occupied Housing Rehab Program. The County will be required to disencumber $262,603.10 of 20-CDBG-12065 and close out the grant.

The County of Mariposa was awarded $500,000 for a homeless services program at the Mariposa Heritage House with the Alliance for Community Transformations. The program was successful, and the County will be closing out the grant.

If you require special accommodations to participate in the public hearing, please contact the Clerk of the Board, 5100 Bullion St. Mariposa, CA 95338 or (209) 966-3222. In addition, a public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on Monday – Friday.

If you are unable to attend the public hearing, you may direct written comments to the Clerk of the Board, 5100 Bullion St. Mariposa, CA 95338 or (209) 966-3222.

County of Mariposa promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Publish: July 5th in the Mariposa Gazette

CDBG Combined Closeout Package

CDBG Award/Contract Number (fill in):	20-CDBG-12065

Checklist

I/we have completed the following forms. Check all that apply.

- [x] Closeout Certification
- [x] Acquired Property Inventory
- [x] Disencumbrance of Funds Acknowledgement/Request
- [x] Completion Report Acknowledgement
  - Completion Report uploaded or attached
- [x] Section 3 Compliance Acknowledgement
- [ ] Section 3 Closeout Report (complete only if applicable)
  - Select and complete correct form based on award date
- [ ] Section 3 Qualitative Efforts (complete only if applicable)
- [x] Affidavit of Posting Notice
  - Proof of posting also upload/attached (e.g., picture of the website posting with date stamp, newspaper clipping, or a photo of the document posted in a public place noted on affidavit)
- [ ] If this award included a planning activity, I/we have uploaded or attached **ALL** of the following:
  - Final Product(s)
  - Documentation of Public Hearing to accept final product(s) (e.g., copies of announcements, posting, etc.)
  - Board Resolution accepting each/all final product(s)
- [x] CDBG Combined Closeout Package Signature

Closeout Certification

I (name of authorized representative), Miles Menetrey, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award/Contract Number 20-CDBG-12065 have, to the best of my knowledge, been carried out in accordance with the award/contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the award/contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award/contract. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.

Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. If applicable, state "**None**" acquired. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Grantee: County of Mariposa	**Award/Contract Number:** 20-CDBG-12065
Contract/Project Name: Owner-Occupied Rehab Program	

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
None acquired								%
								%
								%
								%

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%
								%

Disencumbrance of Funds Acknowledgement/Request

This award/contract has unused CDBG Grant Funds. This excludes Program Income.

☑ Yes

☐ No (If "No", skip to the Completion Report Acknowledgement form)

Use the table below for Agreements from **Program Year 2017 and prior**.

Program Activity	Activity Code	Awarded Amounts	Amount to Be Disencumbered	Balance
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
TOTAL		$ 0.00	$ 0.00	$ 0.00

For **Program Years 2018 and later**, please enter the total amount to be disencumbered: $ 262,603.10

Completion Report Acknowledgement

Complete one of the acknowledgments below based on the funding year for the CDBG award/contract you are closing out.

For 2017 and prior projects: I/We have **attached** a copy of the completed Completion Report for this project/program to this Combined Closeout Package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☐ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

For 2018 and later projects (including CDBG-CV): I/We have **uploaded** a copy of the completed Completion Report to the Grants Network Portal concurrently with the submittal of this package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☑ Yes

☐ No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout in the Grants Network Portal until they can provide a Completion Report.

Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally $200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)

☑ No (If "No", answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

☑ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30,2020.)

☐ No

If you answer "No" to both questions above, skip to the Affidavit of Posting Notice form.

Section 3 Closeout Report

(For Contracts Funded Prior to November 30, 2020)

Grantee Name:	
Award/Contract Number:	
Project Name:	
Project Location (Address):	
County or Metropolitan Service Area (MSA) Where Project is Located:	
Report Date:	

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:	0.00	0.00	0.00

Construction Contracts		
1	Total **dollar amount** of construction contracts awarded	
2	**Dollar amount** of construction contracts awarded to Section 3 businesses	
3	**Percentage** of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total **dollar amount** of non-construction contracts awarded	
2	**Dollar amount** of non-construction contracts awarded to Section 3 businesses	
3	**Percentage** of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	0.00%
4	**Number** of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.

Section 3 Closeout Report

(For Contracts Funded On or After November 30, 2020)

Grantee Name:	County of Mariposa
Award/Contract Number:	20-CDBG-12065
Project Name:	Owner-Occupied Rehab
Project Location (Address):	Unincorporated areas of Mariposa County
County or Metropolitan Service Area (MSA) Where Project is Located:	Mariposa County
Report Date:	6/14/2024

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 "safe harbor" benchmarks are:

- Section 3 Workers make up at least 25% of the total project's hours

  AND

- Targeted Section 3 Workers make up at least 5% of the total project's hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:		0.00%	
Targeted Section 3 Labor Hours to Date:		0.00%	

Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award/Contract Number:
Contractor/Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts

- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- ☐ Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- ☐ Held one or more job fairs
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- ☐ Assisted residents with finding childcare
- ☐ Assisted residents to apply for or attend community college or a four-year educational institution
- ☐ Assisted residents to apply for or attend vocational/technical training
- ☐ Assisted residents to obtain financial literacy training and/or coaching
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- ☐ Provided or connected residents with training on computer use or online technologies
- ☐ Other (Please describe below.)

Affidavit of Posting Notice

I, (Name of Official Designated in Resolution)_____, hereby certify that on the _____ day of _____(month), _____ (year), I did post the notice of public hearing concerning discussion of closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program at the following _____(number) locations listed below, which are available to the public. These postings will be available from _____(date) to _____(date).

Location 1:	Mariposa County Development Services Bullitin Board
Location 2:	Mariposa County Board of Supervisors Bullitin Board
Location 3:	Mariposa County Website
Location 4:	Mariposa Gazette (Newspaper)
Location 5:	

I, (name) _____, Clerk of Mariposa _____ (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct.

Dated at _____(location), California, this _____ (date) day of _____(month), 20_____.

_____

Signature of Clerk

(This may not be the same person as the official designated in the Resolution who is certifying the posting)

_____

Title

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Date:	**Typed Name and Title of Official Authorized in the Resolution:**	**Signature of Official Authorized in the Resolution**
June 25, 2024	Name: Miles Menetrey Title Board Chair	

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive a Presentation by Administration, Providing an Update on the Oracle Enterprise Resource Planning (ERP) System

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by Administration, Providing an Update on the Oracle Enterprise Resource Planning (ERP) System.

The Oracle ERP system is the County's largest and most heavily utilized software system. Accounts payable, cash receipts, time entry, payroll, employee self service, benefits management, general ledger accounting, project management, fixed asset management and reporting are handled in the Oracle ERP system.

Staff has pledged to provide periodic updates for the Board, and that is the goal with this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

May 5, 2020, the Board approved the contract with Oracle and Graviton Consulting Partners
July 1, 2021, Mariposa County went live with the Enterprise Resource Planning system

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The board could choose not to hear the presentation, and therefore not receiving an update on the ERP project.

FINANCIAL IMPACT

None for this presentation

ATTACHMENTS

1. ERP Presentation 7.16.24

Enterprise Resource Planning (ERP) "Enterprise" State of the System

July 16, 2024

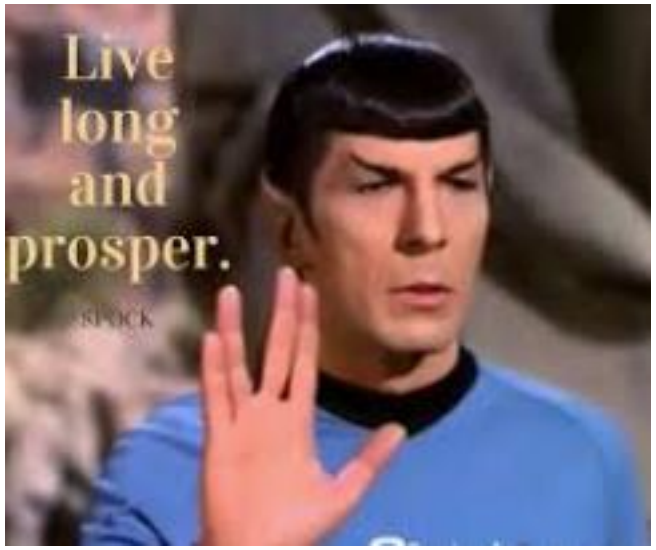
Agenda

Historical overview of project to date

Support systems in place post go-live

Project challenges and complexities

Project successes

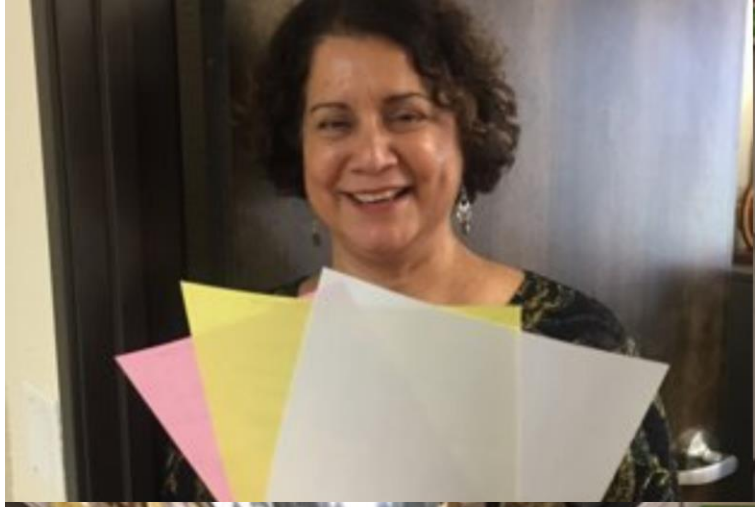




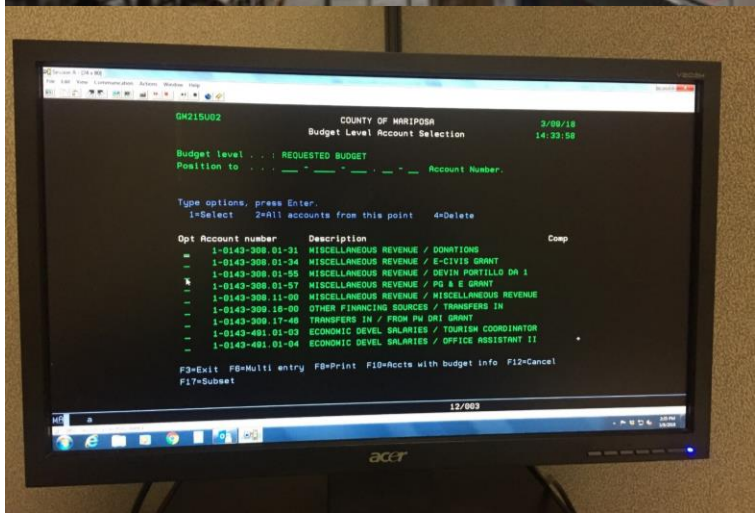
December 2017

All financial activities were managed in AS400 / H_TE

- Data maintained in paper files
- Color paper used for distribution
- No training materials
- Data analysis done on 10-key adding machines
- Chart of accounts not universal
- Former Technical Services Department Head, Rick Peresan, started the change process discussions in 2010





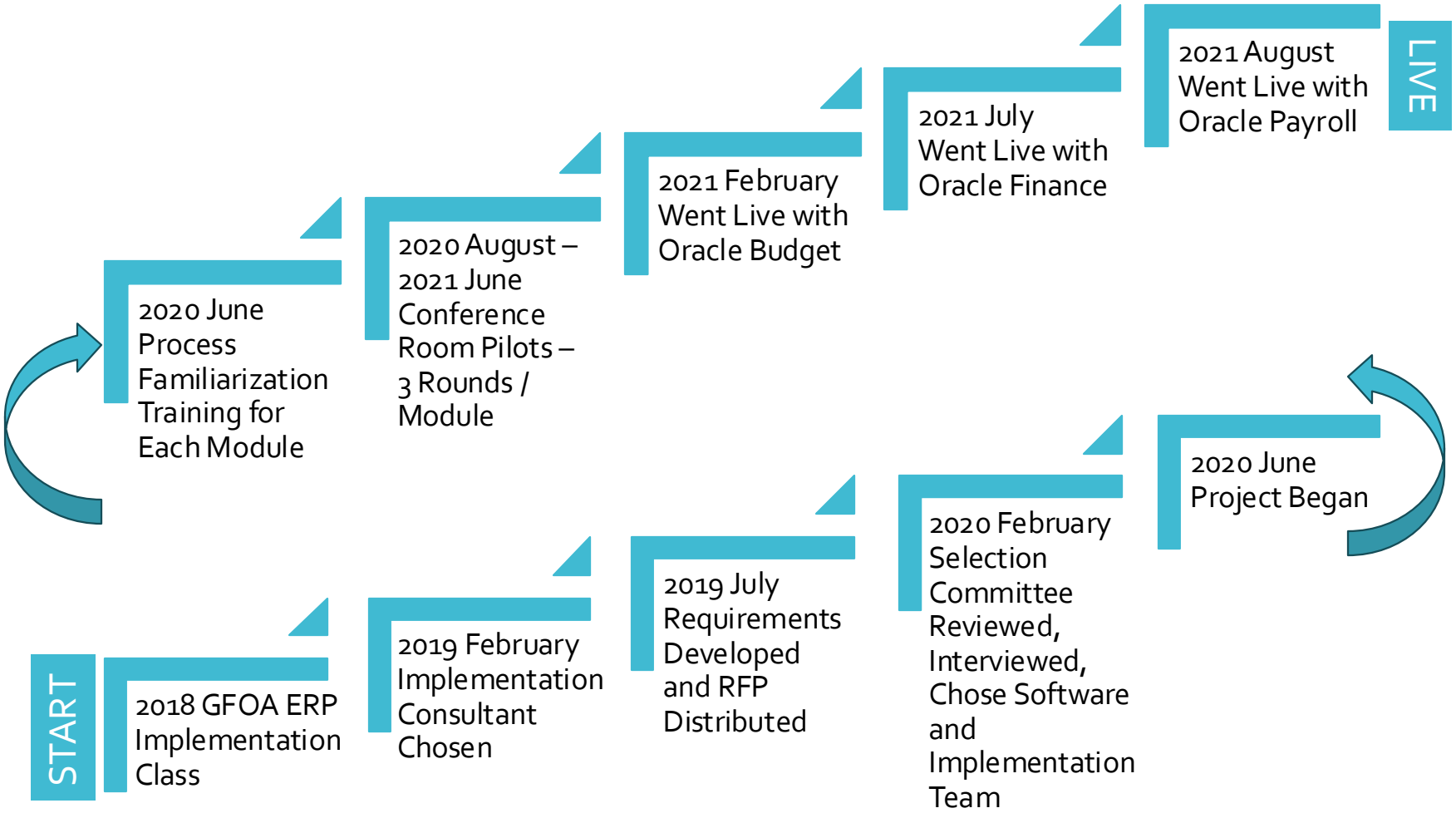


Why replace AS400?

- DOS Systems Outdated Not Supported
- Data Analysis Required 10-Key
- DOS Systems Unfamiliar to Modern Users
- Realize the Benefits of a Modern System

Staff Leadership for Project: Leigh Westerlund, Rebecca Ramirez, Luis Mercado, Dallin Kimble

Oracle ERP High Level Project Timeline



Staff Leadership for Project: Leigh Westerlund, Rebecca Ramirez, Luis Mercado, Dallin Kimble

Implementation Consultant

Mike Mucha Government Finance Officers Association

WHY A CONSULTANT

- We are too small to fail
- Project is complex
- Requires thinking in terms of the County we want to be, not the one that we are
- Objective development of a complete list of requirements
- Access to quality implementation teams and software systems proposals
- Risk management in terms of decision-making and contract development

Staff Leadership for Project: Leigh Westerlund, Rebecca Ramirez, Luis Mercado, Dallin Kimble

Implementation Consultant by the Numbers

February 2019 Consultant Contract Awarded	
5	Consultants submitted proposals
$63K - $232K	Range of cost proposals** (RFP and contract only) **Total cost range $99K - $682K
$99K	GFOA cost – provided oversight for contracting process also
8	Staff who selected consultant
6	Departments involved (including Auditor, Public Works, HHSA)
12	References checked
Consultant Process	
60	Hours spent interviewing staff on processes
34	Staff interviewed
12	Departments involved: Admin, Auditor, Board of Supervisors, Building, Environmental Health, HHSA, HR, Planning, Probation, PW, Sheriff, Treasurer
653	Requirements developed
40	Additional staff time providing guidance on chart of accounts revisions

Staff Leadership for Project: Leigh Westerlund, Rebecca Ramirez, Luis Mercado, Dallin Kimble

July 2019 Request for Proposals Distributed	
7	Consultants submitted proposals
$871K - $5M	Range of cost proposals – 5 year cost – lowest bid rescinded
$3.2M	Graviton cost ($1.9M lowest of remaining 6 then Graviton)
~16	Staff who selected consultant
All	Departments invited to participate
6	References checked
3	Consultants chosen for interviews (1 rescinded proposal)
2	Rounds of 2-day in-person interviews / product demonstrations
May 2020 Contract Approved	
February 2020	Presentation to Board on recommendation for selection
3	Months to finalize contract

Staff Leadership for Project: Leigh Westerlund, Rebecca Ramirez, Luis Mercado, Dallin Kimble





May 5, 2020 Contract Approved

WHY MOVE FORWARD DURING COVID PANDEMIC?

- No decision still has a cost
  - AS400 will reach end of life soon
  - AS400 is not supported by programmers and system upgrades
  - AS400 requires significant time spent manually entering data in multiple systems – does not allow for analysis
- Sunk costs (staff time, consultant costs, etc.) in this decision – to defer would require starting over
- Budget and Financial Management Policy states that we should prioritize efficiency
- Funds set aside in Technical Services Reserve are sufficient to cover project costs until Fiscal Year 2021-2022

Staff Leadership for Project: Leigh Westerlund, Rebecca Ramirez, Luis Mercado, Dallin Kimble

ERP Implementation by the Numbers

Conference Room Pilot Sessions	
15	Modules
4	Hours / module
4	Rounds of CRP's = 16 hours / module = 240 hours of guided training and familiarization to inform configuration
45	Staff involved
All	Departments represented
	In person and online
In Addition	
	Data extracted from AS400
Countless Hours	Configuration off-line
	User testing off-line

Staff Leadership for Project: Leigh Westerlund, Rebecca Ramirez, Luis Mercado, Dallin Kimble

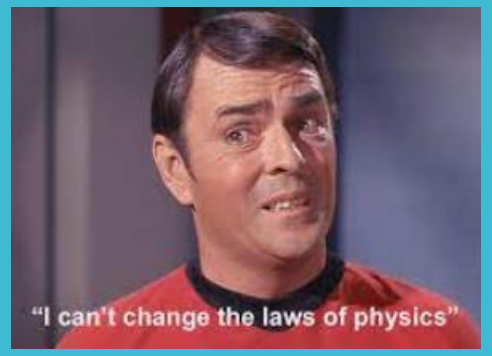
Example Spreadsheets Used to Manage Process

Monday	Tuesday	Wednesday	Thursday	Friday
Mon 01/11	Tue 01/12	Wed 01/13	Thu 01/14	Fri 01/15
CRP2: Control Budgets 9:00-11:00 1:00-3:00	CRP2: Payables 9:00-11:00 1:00-3:00	CRP2: Payable 9:00-11:00 1:00-3:00		CRP2: Receivables 9:00-11:00 1:00-3:00
Mon 01/18	Tue 01/19	Wed 01/20	Thu 01/21	Fri 01/22
	CRP2: Cash Mgmt 9:00-11:00 1:00-3:00	CRP2: Fixed Assets 9:00-11:00 1:00-3:00	CRP2: Expenses 9:00-11:00 1:00-3:00	CRP2: General Ledger 9:00-11:00 1:00-3:00
Mon 01/25	Tue 01/26	Wed 01/27	Thu 01/28	Fri 01/29
CRP2: Project Costing 9:00-11:00 (Public Works)	CRP2: Project Costing (HHSA/ Health 9:00-11:00 HHSA/ Human Services) 1:00-3:00	CRP2: Project Planning 9:00-10:00 9:00-10:00 10:00-11:00 Project Probation CRP2: Inventory & Costing 1:00-3:00	CRP2: Project Costing (DA) 9:00-10:00 CRP2: Supplier Negotiation 2:00-4:00	
Mon 02/01	Tue 02/02	Wed 02/03	Thu 02/04	Fri 02/05
CRP2: Core HR 1 9:00-12:00	CRP2: Perf Mgmt 1 9:00-12:00	CRP2: Benefits 1 9:00-12:00	CRP2: Benefits 2 9:00-12:00	
Mon 02/08	Tue 02/09	Wed 02/10	Thu 02/11	Fri 02/12
CRP2: T&L 1 9:00-11:00 CRP2: T&L 2 1:00-3:00	CRP2: T&L 3 9:00-11:00	CRP2: Payroll 1 9:00-11:00	CRP2: Payroll 2 9:00-11:00	

Resource	Department	approximate involvement in project (as FTE)	STEERING COMMITTEE	PROJ MANAGER	ACCOUNTING / PROJECT MGMT	BUDGET	PROCURE / PAY	TREASURY	ASSETS	HR	PAYROLL	LAND MANAGEMENT	TECHNICAL	TRAINING	COMMUNICATIONS	EVALUATION TEAM	LAND MANAGEMENT EVAL TEAM
Anne Middleton	Auditor				S			S			S						
Anthony Rios	Technical Services												L			P	
Ben Ogren / Jonathan White	GIS											S	S				P
Brad Jouett	Fleet								S								
Carla Shelton	Probation						S										
Carol Suggs	Planning					S											
Chris Ramirez	Sheriff								S								
Cindi Jacobsen	HHSA												S				
Dallin Kimble	Admin		L				S	S									
Debbie Kasinger	Auditor							S									
Debbie Willis / Lynn Wells	Building											S					P
Donna Wass	Human Resources									S							
Elaine Jaramillo	Admin						S										
Gosia Gwiazda	HHSA				S												
Jacqui Coffman	Auditor						S									P	
Jeff Kreis	Technical Services															P	
Jenny Baker	Sheriff										S						
Jeremy Briese	Sheriff				S	S	S									P	
Joe Lynch	HHSA															P	
Kari McCully	Treasurer							S					S			P	
Kathie Payton	Auditor								L								
Kathy Jantz	Auditor									S	L						
Keith Williams	Treasurer							L									
Kevin Packard	Sheriff				S												
Kim Williams	Human Resources									L						P	
Leigh Westerlund	Admin		S	L		L				S							
Lori Norman	HHSA				S			S			S						
Luis Mercado	Auditor		L		L			S	S	S	S	S					
Mark Lowrimore	Technical Services												S				
Mark McLane	Public Works					S											
Melinda Rice	Public Works				S				S								
Mike Pardi	Public Works						S									P	
Racy Zeigenfuss	Environmental Health											S					P
Randy Ridenhour	HHSA					S											
Rebecca Smock	Auditor		S	L	S	S	L										
Rene LaRoche	Clerk of the Board						S										
Sandi Laird	Human Resources										S						
Steve Engfer	Planning											L					P
Suzie Pate	HHSA									S							
Tim Rumfelt	Sheriff												S				
			0	-2	4	2	4	3	1	2	2	1	2				

Project is Live





Today we are making the leap into "warp speed" with The Enterprise. For most staff the transition today will be barely noticeable. For the Core Team who manage budgets and process invoices and engage in accounting functions, the transition will be like taking the first step onto a real version of the Starship Enterprise.

It is important to pause to acknowledge how momentous this transition is. We are replacing a software system that was developed in 1980 - the AS400, H_TE, DOS Green Screen never fails to get an eye-roll and a sigh…We are incredibly fortunate to have conscientious, dedicated, hard-working people [supporting County accounting functions].

I am proud to be a Mariposa County employee…While the connection between our accounting software and the services we provide to the community might appear at first to be distant, the reality is that in time The Enterprise will play a direct role in service improvements…

There are many things that could have gone more smoothly about this transition, starting with communication, and we deeply regret that staff have felt uninformed and frustrated as a result. We hope that folks are able to set those feelings aside and acknowledge all of the hard work that has gone into this effort with the best of intentions. In the words of Chief Engineer, Scotty, from the Starship Enterprise, "we have been giving this all we've got!"

We will emerge from this project a better organization, not just a county with a better system. Thank you for your support and engagement and openness to change.

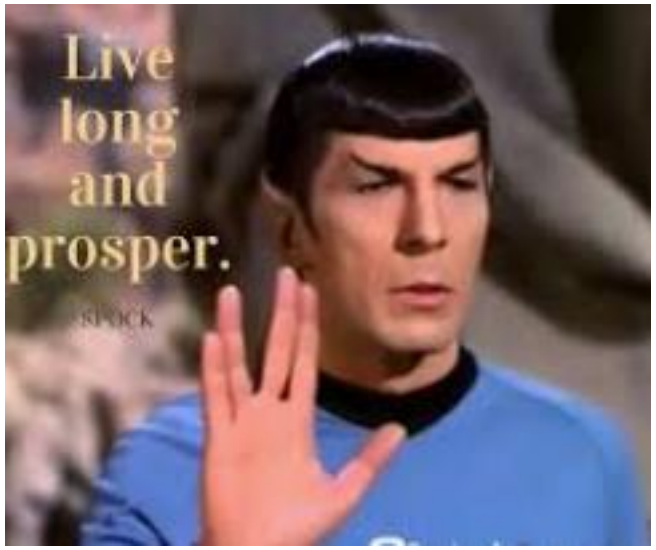
Agenda

Historical overview of project to date

Support systems in place post go-live

Project challenges and complexities

Project successes

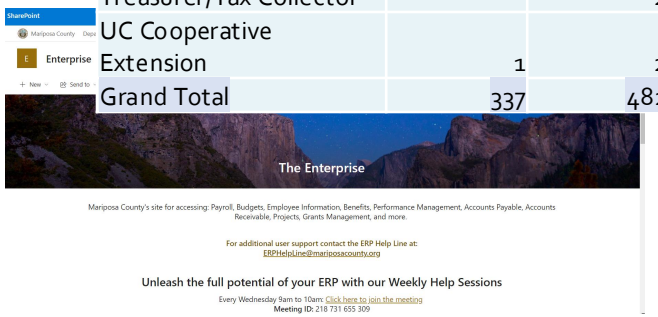


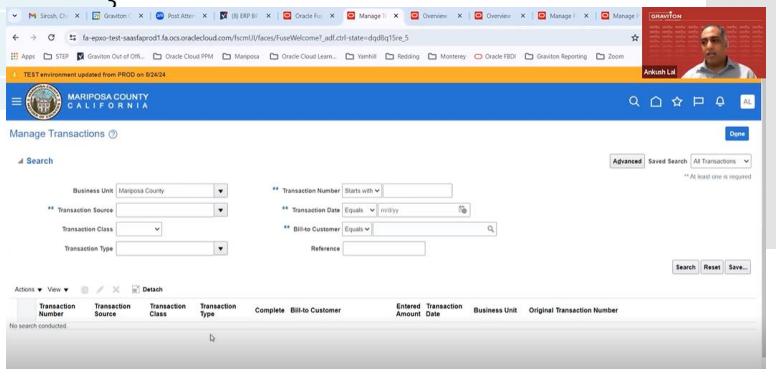


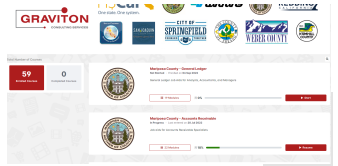
POST GO-LIVE SUPPORT

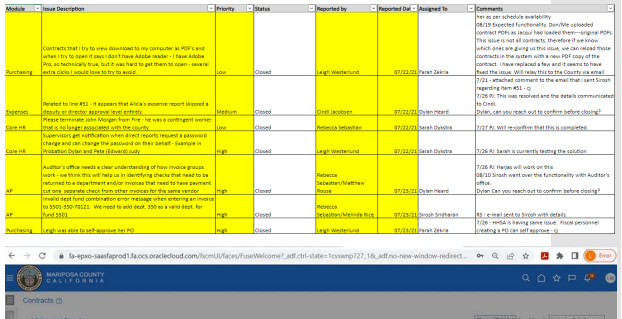
1. User issues log
2. Daily, weekly, monthly office hours / support calls
3. Graviton training materials
4. Mariposa County intranet page
5. erphelpline@mariposacounty.org
6. Ongoing managed services support from Graviton

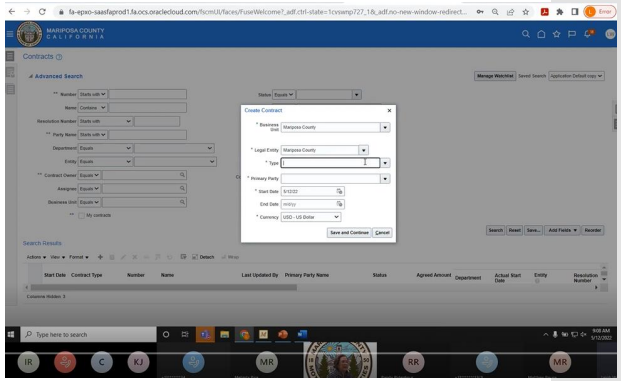
HELP DESK TICKETS	Sum of 2022	Sum of 2023	Sum of 2024
Administration	113	99	74
Agricultural Commissioner	10	7	
Assessor/Recorder		5	3
Auditor	36	36	28
Board Of Supervisors	2	1	7
Building		4	1
Child Support Services		6	4
County Counsel	1	1	
District Attorney	1	4	4
Fire		5	3
HHSA	122	194	92
Library	1	5	1
Planning	16	10	26
Probation	3	8	10
Public Works	24	80	97
Sheriff	7	13	8
Treasurer/Tax Collector		2	3
UC Cooperative Extension	1	2	
Grand Total	337	482	



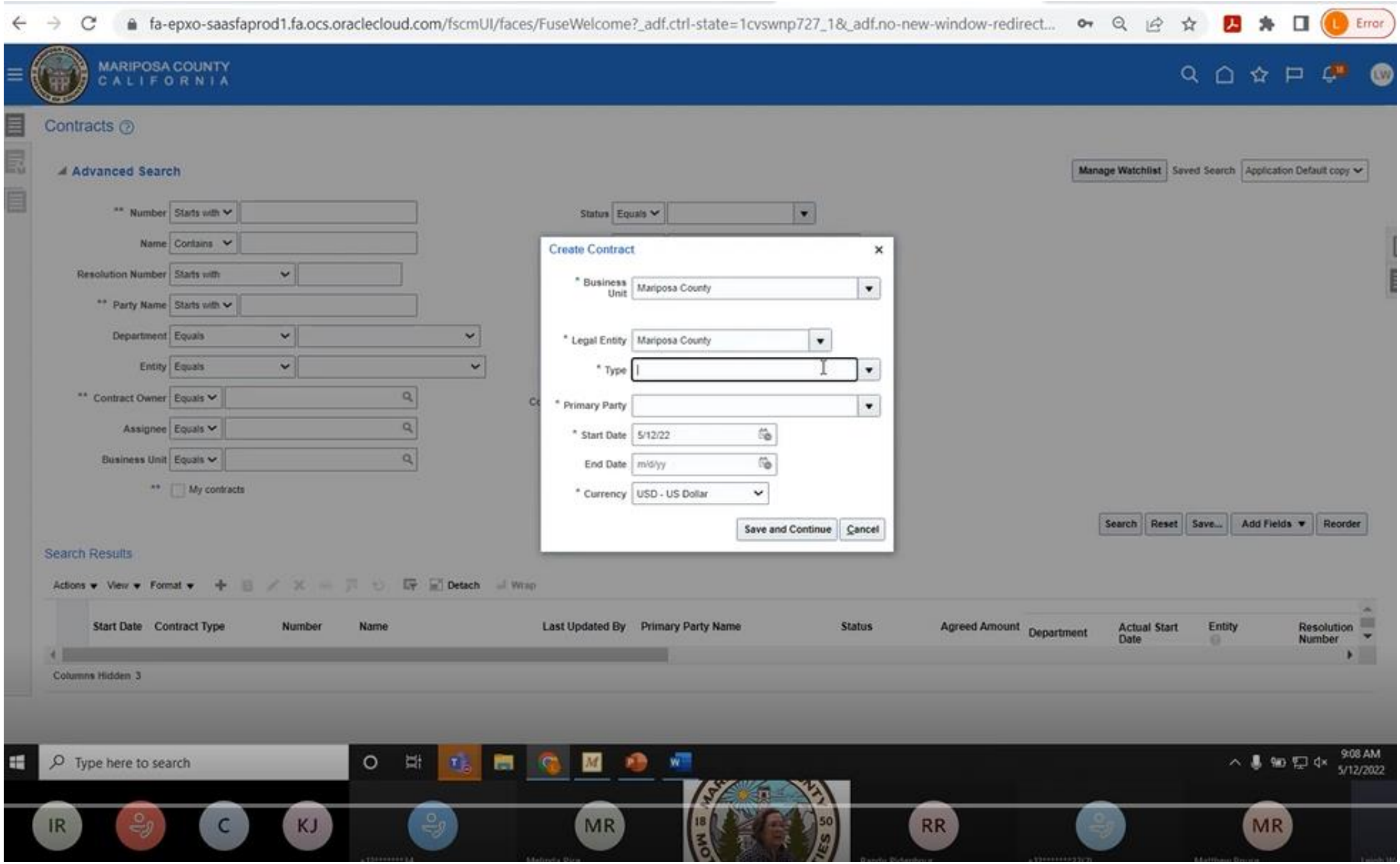








Module	Issue Description	Priority	Status	Reported by	Reported Dat	Assigned To	Comments
Purchasing	Contracts that I try to view download to my computer as PDF's and when I try to open it says I don't have Adobe reader - I have Adobe Pro, so technically true, but it was hard to get them to open - several extra clicks I would love to try to avoid.	Low	Closed	Leigh Westerlund	07/22/21	Farah Zekria	her as per schedule availability 08/19 Expected functionality. Don/Me uploaded contract PDFs as Jacqui had loaded them---original PDFs. This issue is not all contracts, therefore if we know which ones are giving us this issue, we can reload those contracts in the system with a new PDF copy of the contract. I have replaced a few and it seems to have fixed the issue. Will relay this to the County via email.
Expenses	Related to line #51 - It appears that Alicia's expense report skipped a deputy or director approval level entirely.	Medium	Closed	Cindi Jacobsen	07/22/21	Dylan Heard	7/21 - attached comment to the email that I sent Sirosh regarding item #51 - cj 7/26 PJ: This was resolved and the details communicated to Cindi. Dylan, can you reach out to confirm before closing?
Core HR	Please terminate John Morgan from Fire - he was a contingent worker that is no longer associated with the county.	Low	Closed	Rebecca Sebastian	07/22/21	Sarah Dykstra	7/27 PJ: Will re-confirm that this is completed.
Core HR	Supervisors get notification when direct reports request a password change and can change the password on their behalf - Example in Probation Dylan and Pete (Edward) Judy	High	Closed	Leigh Westerlund	07/22/21	Sarah Dykstra	7/26 PJ: Sarah is currently testing the solution
AP	Auditor's office needs a clear understanding of how invoice groups work - we think this will help us in identifying checks that need to be returned to a department and/or invoices that need to have payment cut ona separate check from other invoices for the same vendor	High	Closed	Rebecca Sebastian/Matthew Rouse	07/23/21	Dylan Heard	7/26 PJ: Harjas will work on this 08/10 Sirosh went over the functionality with Auditor's office. Dylan Can you reach out to confirm before closing?
AP	Invalid dept fund combination error message when entering an invoice to 5501-350-70121. We need to add dept. 350 as a valid dept. for fund 5501	High	Closed	Rebecca Sebastian/Melinda Rice	07/23/21	Sirosh Sridharan	RS - e-mail sent to Sirosh with details.
Purchasing	Leigh was able to self-approve her PO	High	Closed	Leigh Westerlund	07/23/21	Farah Zekria	7/26 - HHSA is having same issue. Fiscal personnel creating a PO can self approve - cj


fa-epxo-saasfaprod1.fa.ocs.oraclecloud.com/fscmUI/faces/FuseWelcome?_adf.ctrl-state=1cvswnp727_1&_adf.no-new-window-redirect...
Error
MARIPOSA COUNTY
CALIFORNIA
Contracts
Advanced Search
Manage Watchlist
Saved Search
Application Default copy
** Number
Starts with
Name
Contains
Resolution Number
Starts with
** Party Name
Starts with
Department
Equals
Entity
Equals
** Contract Owner
Equals
Assignee
Equals
Business Unit
Equals
** My contracts
Status
Equals
Create Contract
* Business Unit
Mariposa County
* Legal Entity
Mariposa County
* Type
* Primary Party
* Start Date
5/12/22
End Date
m/d/yy
* Currency
USD - US Dollar
Save and Continue
Cancel
Search
Reset
Save...
Add Fields
Reorder
Search Results
Actions
View
Format
Detach
Wrap
Start Date
Contract Type
Number
Name
Last Updated By
Primary Party Name
Status
Agreed Amount
Department
Actual Start Date
Entity
Resolution Number
Columns Hidden 3
Type here to search
9:08 AM
5/12/2022
IR
C
KJ
MR
RR
MR

GRAVITON
CONSULTING SERVICES

One state. One system.

Total Number of Courses

59
Enrolled Courses

0
Completed Courses

Mariposa County - General Ledger

Not Started · Enrolled on **06 Sep 2022**

General Ledger Job Aids for Analysts, Accountants, and Managers

19 Modules | 0% | ▶ Start

Mariposa County - Accounts Receivable

In Progress · Last entered on **20 Jul 2022**

Job aids for Accounts Receivable Specialists

22 Modules | 18% | ▶ Resume



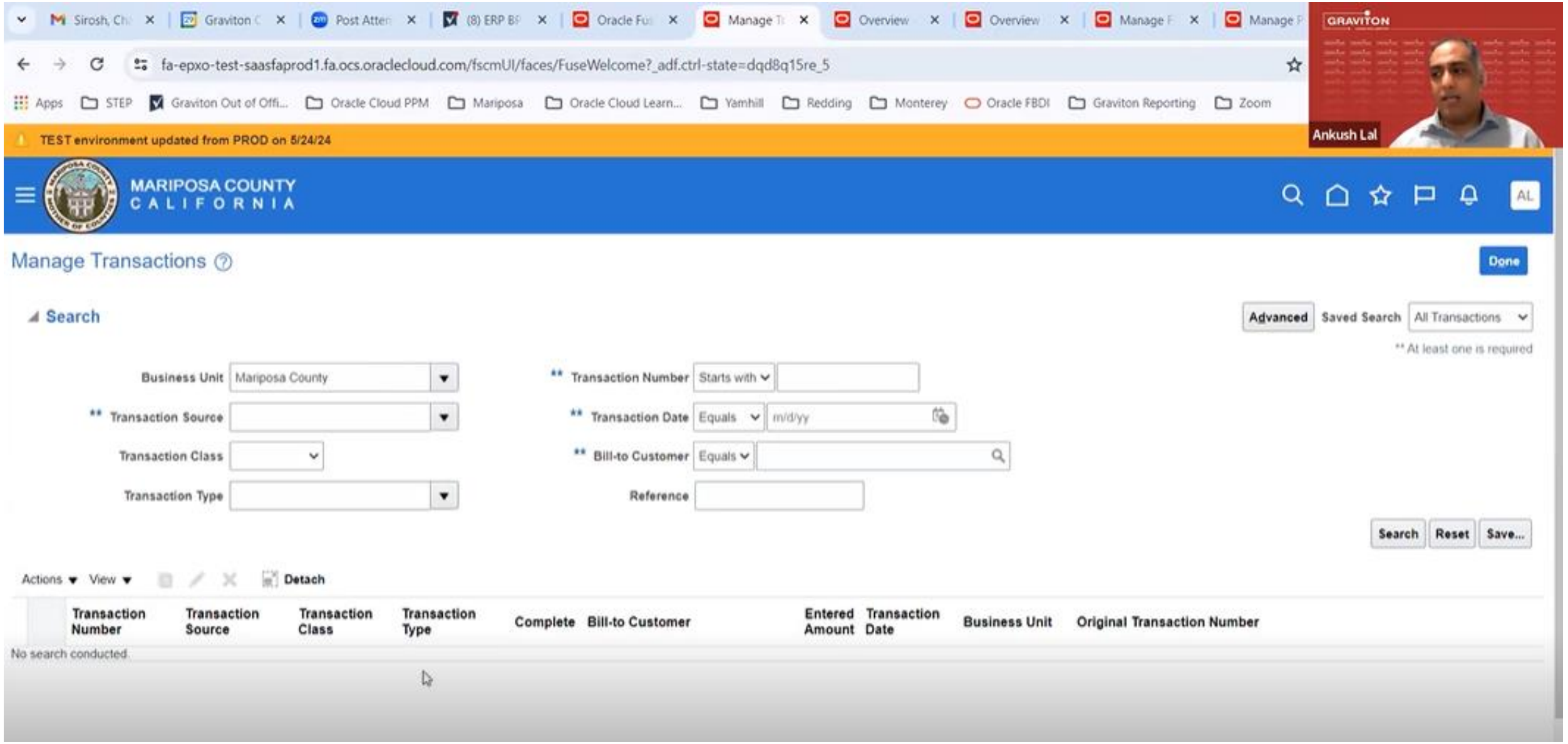
Mariposa County's site for accessing: Payroll, Budgets, Employee Information, Benefits, Performance Management, Accounts Payable, Accounts Receivable, Projects, Grants Management, and more.

For additional user support contact the ERP Help Line at:
ERPHelpLine@mariposacounty.org

Unleash the full potential of your ERP with our Weekly Help Sessions

Every Wednesday 9am to 10am: Click here to join the meeting
Meeting ID: 218 731 655 309

HELP DESK TICKETS	2022	2023	2024
Administration	113	99	74
Agricultural Commissioner	10	7	
Assessor/Recorder		5	3
Auditor	36	36	28
Board Of Supervisors	2	1	7
Building		4	1
Child Support Services		6	4
County Counsel	1	1	
District Attorney	1	4	4
Fire		5	3
HHSA	122	194	92
Library	1	5	1
Planning	16	10	26
Probation	3	8	10
Public Works	24	80	97
Sheriff	7	13	8
Treasurer/Tax Collector		2	3
UC Cooperative Extension	1	2	4
Grand Total	337	482	365


Sirosh, Ch
Graviton C
Post Atten
(8) ERP BP
Oracle Fus
Manage Tr
Overview
Overview
Manage F
Manage P
fa-epxo-test-saasfaprod1.fa.ocs.oracleclouds.com/fscmUI/faces/FuseWelcome?_adf.ctrl-state=dqd8q15re_5
Apps
STEP
Graviton Out of Offi...
Oracle Cloud PPM
Mariposa
Oracle Cloud Learn...
Yamhill
Redding
Monterey
Oracle FBDI
Graviton Reporting
Zoom
GRAVITON
Ankush Lal
TEST environment updated from PROD on 5/24/24
MARIPOSA COUNTY
CALIFORNIA
AL
Manage Transactions
Done
Search
Advanced
Saved Search
All Transactions
** At least one is required
Business Unit
Mariposa County
** Transaction Number
Starts with
** Transaction Source
** Transaction Date
Equals
m/d/yy
Transaction Class
** Bill-to Customer
Equals
Transaction Type
Reference
Search
Reset
Save...
Actions
View
Detach
Transaction Number
Transaction Source
Transaction Class
Transaction Type
Complete
Bill-to Customer
Entered Amount
Transaction Date
Business Unit
Original Transaction Number
No search conducted.

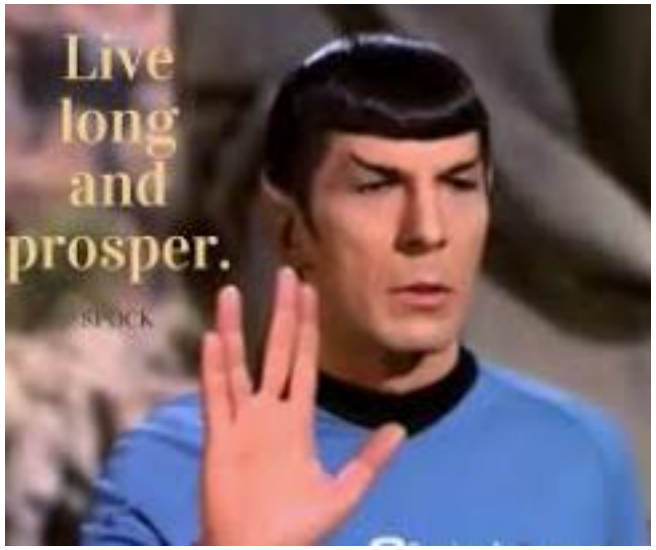
Agenda

Historical overview of project to date

Support systems in place post go-live

Project challenges and complexities

Project successes





Project Challenges

- Ambitious – implementing all financial modules in Oracle
- Chart of accounts changed
- Configuration done online due to COVID
- Fewer staff overall – zero staff dedicated to project
- 50% overall increase in grant funding
- Multiple significant disaster declarations in last 4 years

- Staff turnover leading new staff to feel uninformed, lost, overlooked
- Staff not aware of how current systems work, so cannot define the requirements for the new system
- Positions not specialized – frustrating to do things when you only do it 2-3 times a year

---

- Staff too shy and/or unwilling to ask questions and engage in project improvements



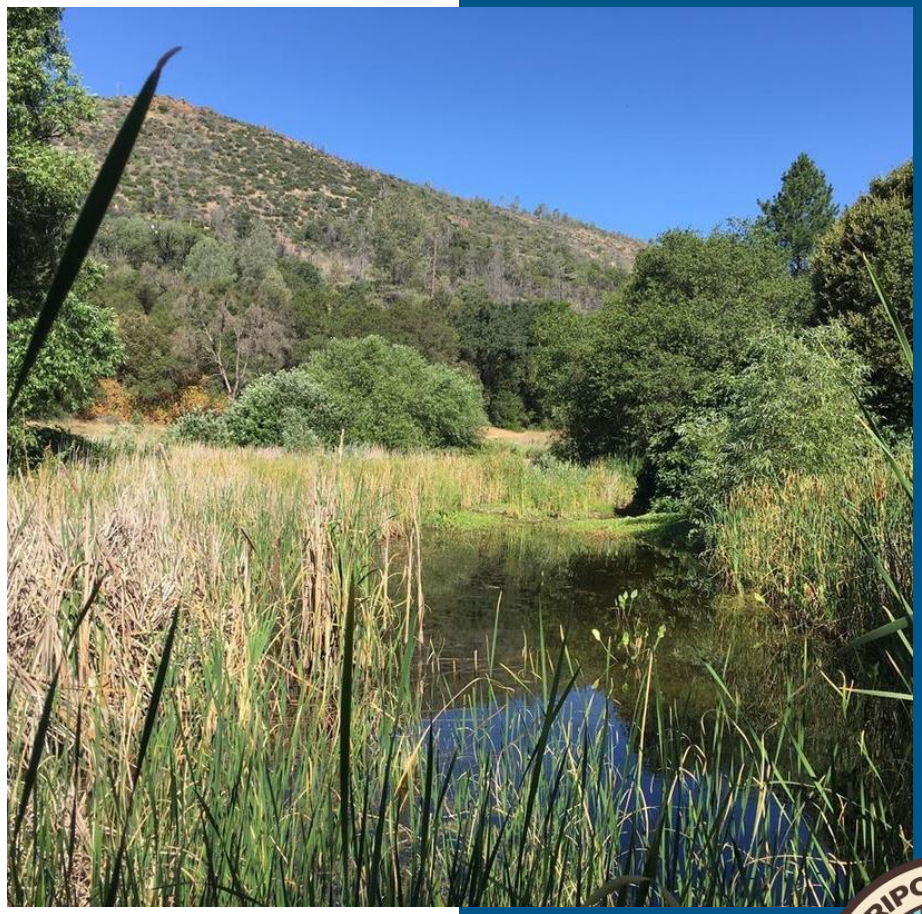
Building a database is like building a house
Owner satisfaction is unique to individual needs and circumstances

Types of frustrations with Oracle

- Annoying Oracle Quirks
  - Search function works differently in different places
  - Requires data that Mariposa County does not use

- Data analysis – problem-solving
  - Yearly report not just the sum of the quarterly reports
  - Projects disappearing from timecard because they were end-dated

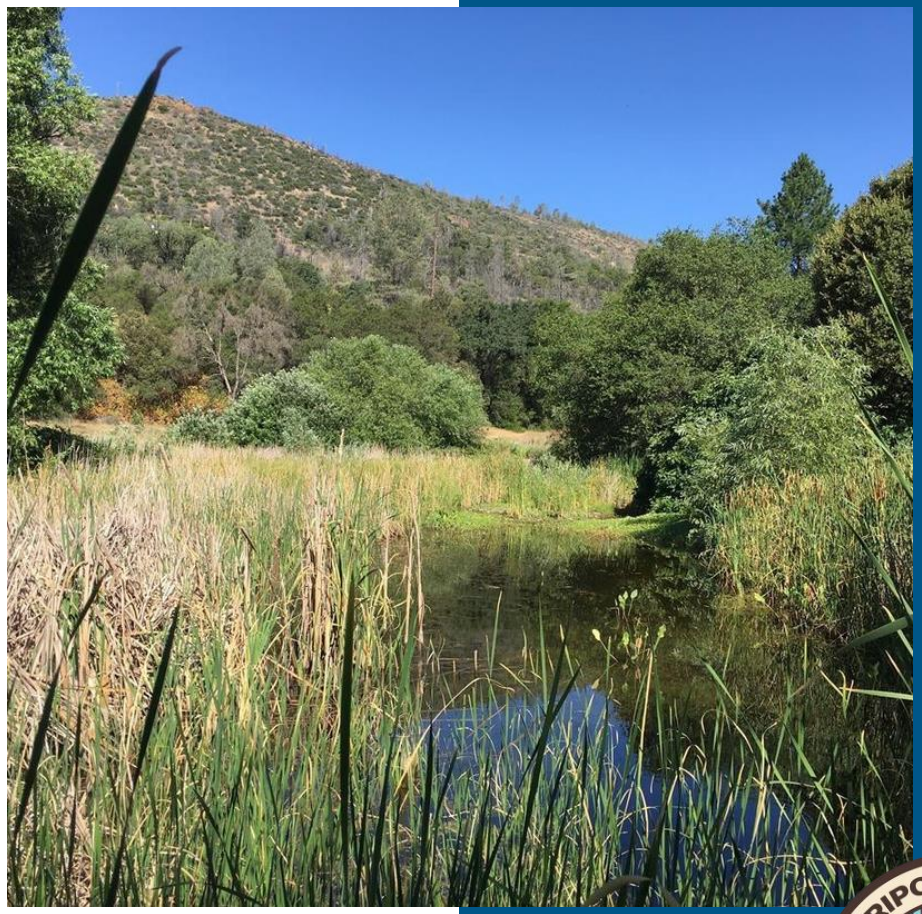
- Issues requiring Oracle configuration adjustments
  - Source Agreement description is not visible in search



Other types of frustrations

Commonly Associated with Oracle
but NOT Oracle issues

- New contract requirements
- W9's need to be current
- Google map required when requesting mileage reimbursement
- Performance review questions are redundant and inconsistent with the job being evaluated
- Auditors' office responsiveness impaired
- Oracle does not track things like miles of roadside weed inspections or surveyor permit information



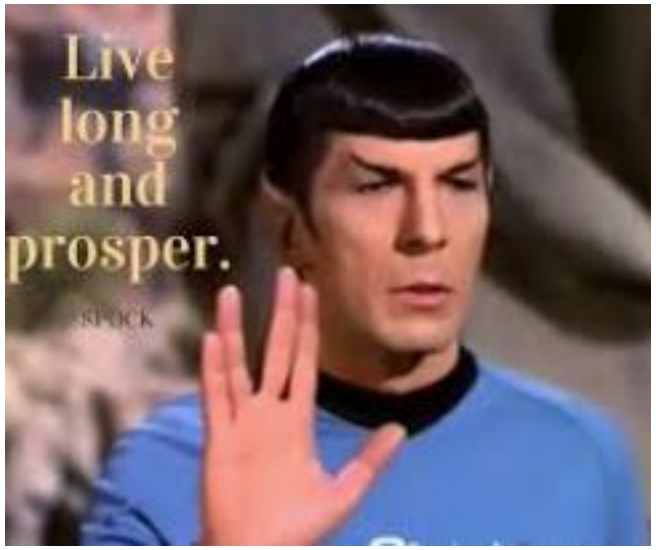
Agenda

Historical overview of project to date

Support systems in place post go-live

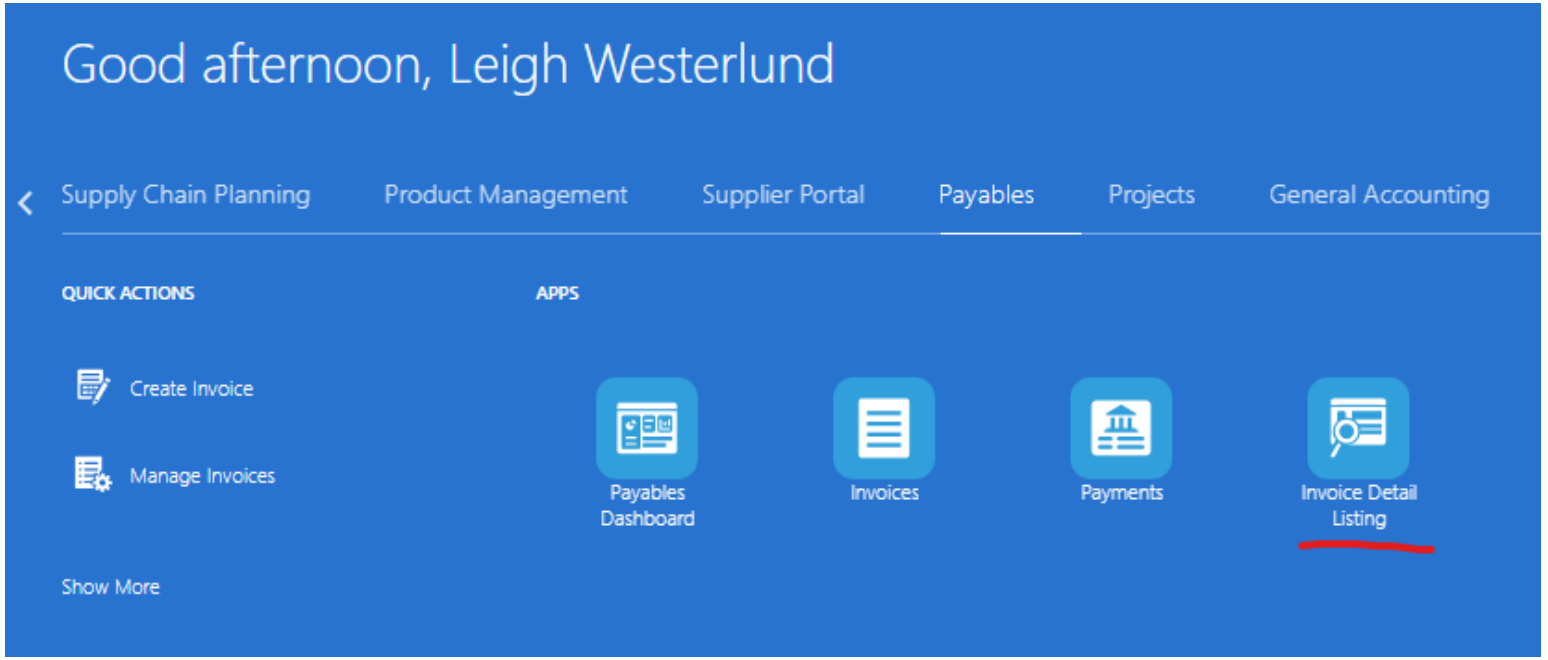
Project challenges and complexities

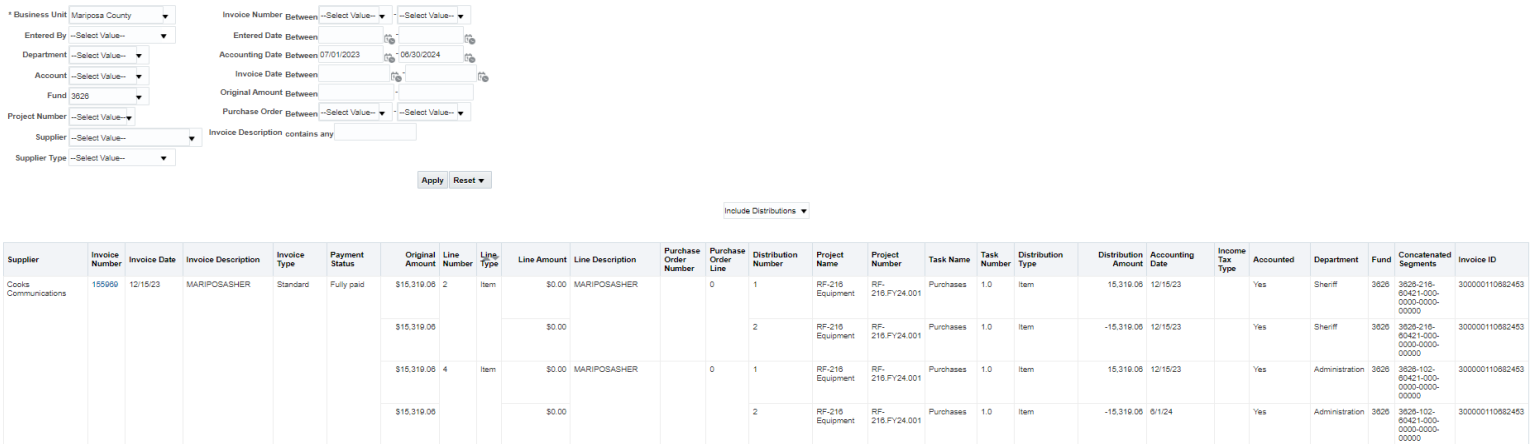
Project successes



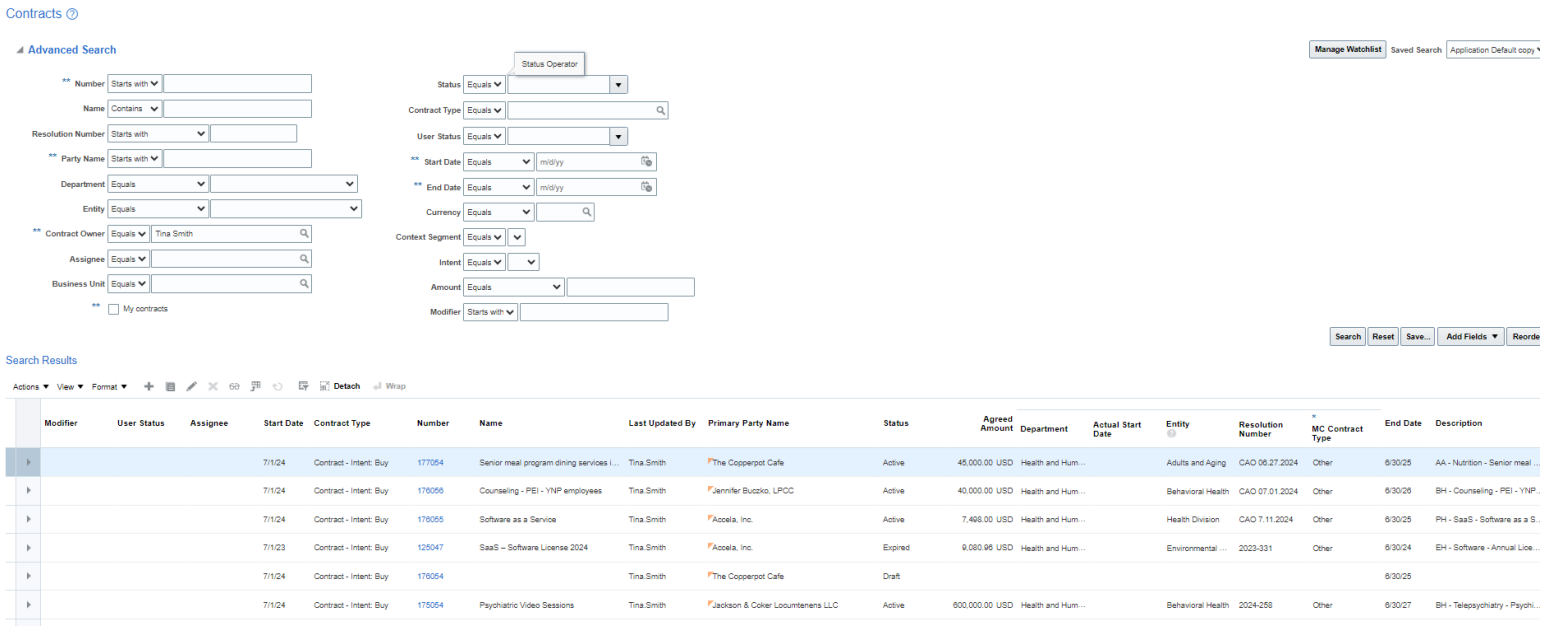


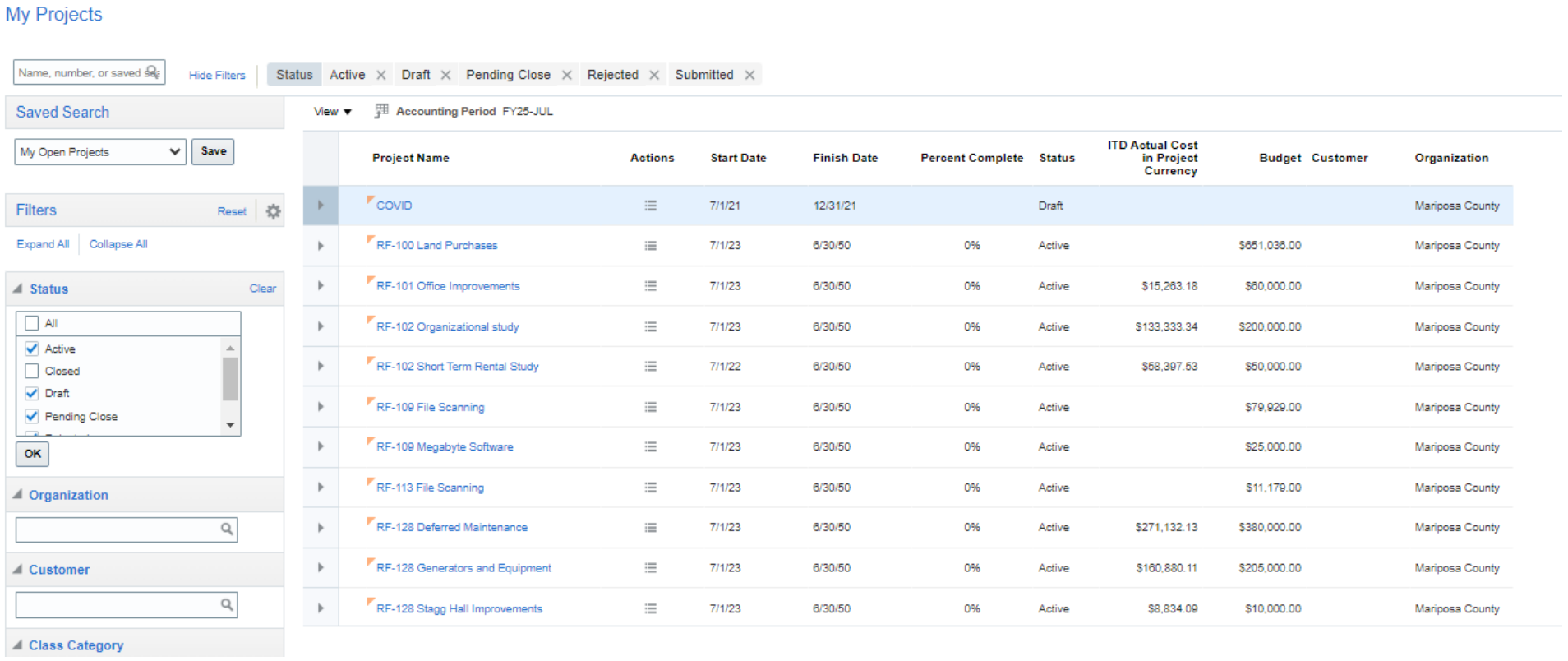
Invoice Detail Listing



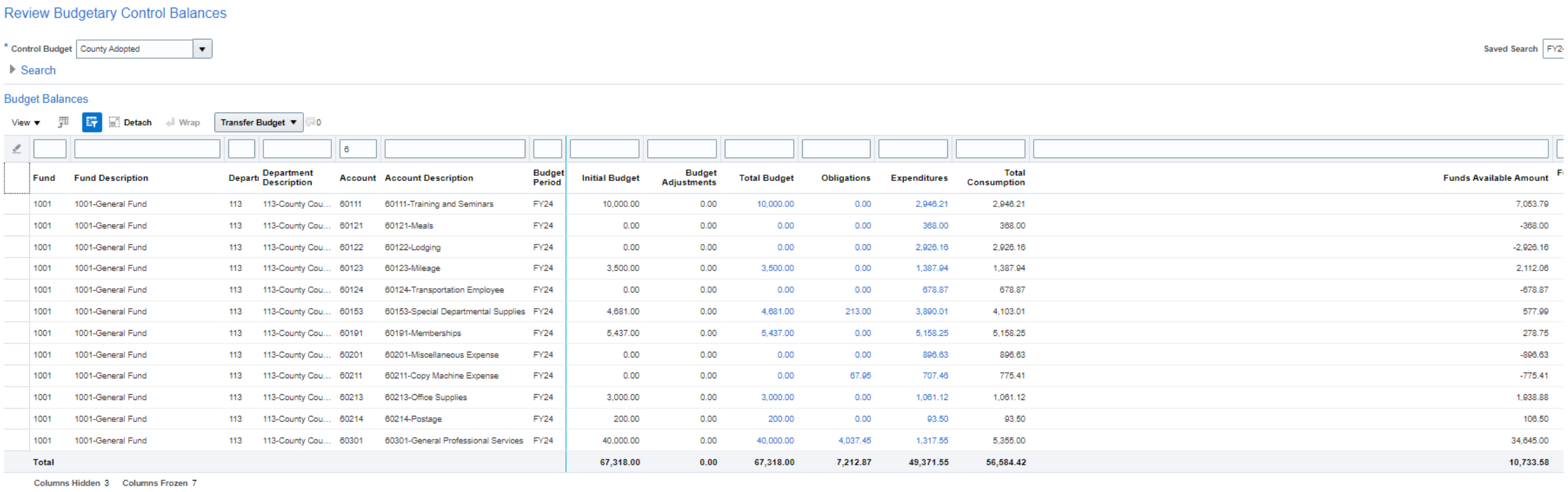


Contract Management

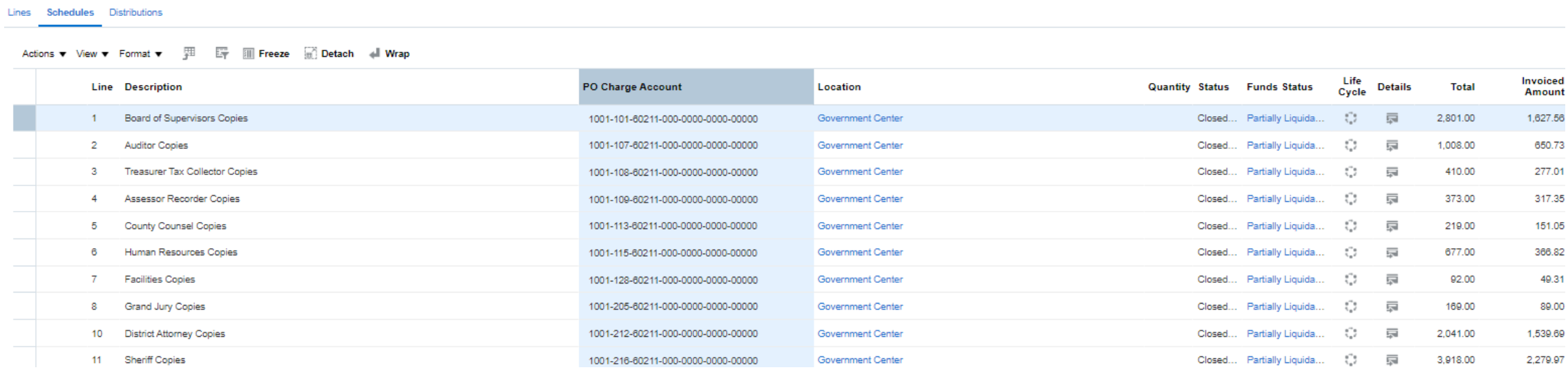




Project Management

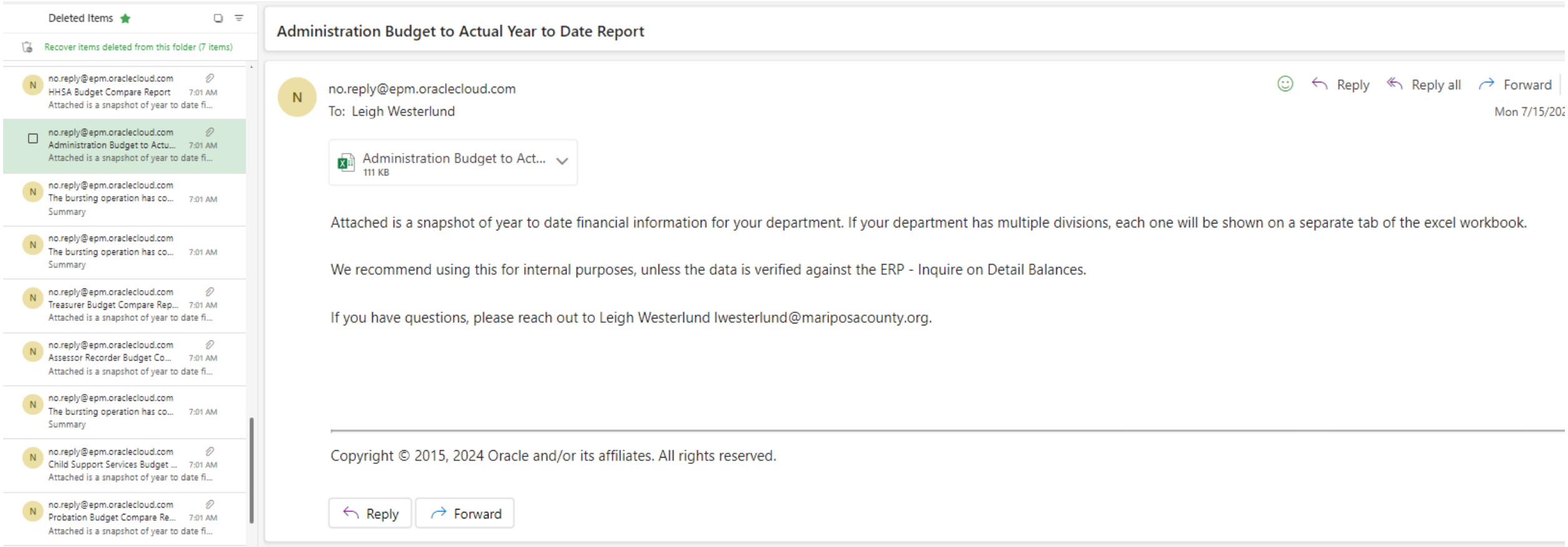


Budgetary Control



Line	Description	PO Charge Account	Location	Quantity	Status	Funds Status	Life Cycle	Details	Total	Invoiced Amount
1	Board of Supervisors Copies	1001-101-60211-000-0000-0000-00000	Government Center		Closed...	Partially Liquida...			2,801.00	1,627.56
2	Auditor Copies	1001-107-60211-000-0000-0000-00000	Government Center		Closed...	Partially Liquida...			1,008.00	650.73
3	Treasurer Tax Collector Copies	1001-108-60211-000-0000-0000-00000	Government Center		Closed...	Partially Liquida...			410.00	277.01
4	Assessor Recorder Copies	1001-109-60211-000-0000-0000-00000	Government Center		Closed...	Partially Liquida...			373.00	317.35
5	County Counsel Copies	1001-113-60211-000-0000-0000-00000	Government Center		Closed...	Partially Liquida...			219.00	151.05
6	Human Resources Copies	1001-115-60211-000-0000-0000-00000	Government Center		Closed...	Partially Liquida...			677.00	366.82
7	Facilities Copies	1001-128-60211-000-0000-0000-00000	Government Center		Closed...	Partially Liquida...			92.00	49.31
8	Grand Jury Copies	1001-205-60211-000-0000-0000-00000	Government Center		Closed...	Partially Liquida...			169.00	89.00
10	District Attorney Copies	1001-212-60211-000-0000-0000-00000	Government Center		Closed...	Partially Liquida...			2,041.00	1,539.69
11	Sheriff Copies	1001-216-60211-000-0000-0000-00000	Government Center		Closed...	Partially Liquida...			3,918.00	2,279.97

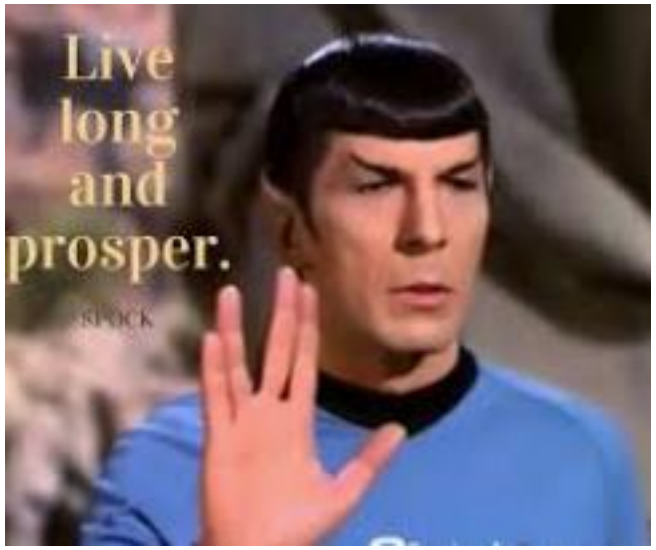
Purchase Orders



Automatic Reporting

Agenda

- Historical overview of project to date
- Support systems in place post go-live
- Project challenges and complexities
- Project successes



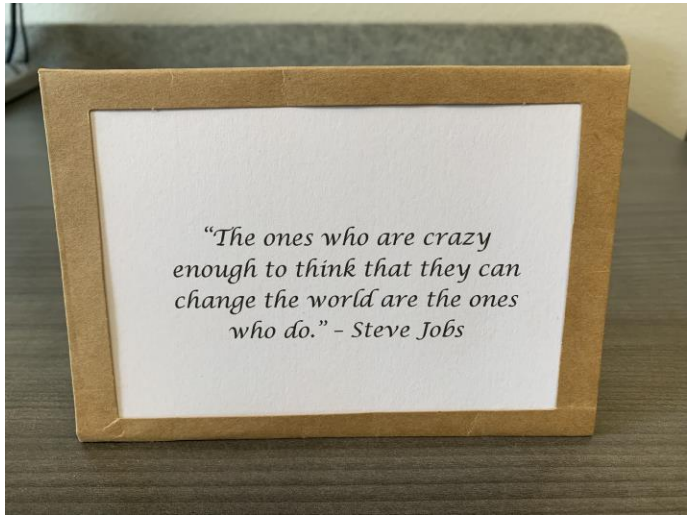





The Enterprise – Project Goals
1. Streamline, simplify, and standardize business processes
2. Focus data on "one version of the truth" – integrate or eliminate redundant systems
3. Enhance working relationships with staff and community through accessibility and accuracy of information
4. Inform decisions with data analysis
5. Ultimately improve the quality and quantity of community services we are able to provide
STAR TREK






"The ones who are crazy enough to think that they can change the world are the ones who do." – Steve Jobs

We will emerge from this project a better organization, not just a county with a better system.

The Enterprise – Project Goals

1. Streamline, simplify, and standardize business processes
2. Focus data on "one version of the truth" – integrate or eliminate redundant systems
3. Enhance working relationships with staff and community through accessibility and accuracy of information
4. Inform decisions with data analysis
5. Ultimately improve the quality and quantity of community services we are able to provide



MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, 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

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

[ ] 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 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)

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Managerial/Confidential Organization (MCMCO), Service Employees International Union (SEIU)
Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] 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

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **CLOSED SESSION:** Conference with Legal Counsel: Existing Litigation: County of Mariposa, Et Al v. Amerisourcebergen Drug Corporation, Et Al; Case No. 1:18-op-45618-DAP

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: County of Mariposa, Et Al v. Amerisourcebergen Drug Corporation, Et Al; Case No. 1:18-op-45618-DAP

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: County of Mariposa, et al. v. Amerisourcebergen Drug Corporation, et al.; Case No. 1:18-op-45618-DAP
[ ] 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 TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **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

RECOMMENDATION AND JUSTIFICATION

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

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

1. Claim No. C24-7

C24-7

RECEIVED
MAY - 2 2024
MARIPOSA CO. COUNSEL
RISK MGMT.

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF RONALD LAKASAMANA, ETAL
(Claimant)

v.

COUNTY OF MARIPOSA

CLAIM FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
(Government Code § 910)

RECEIVED
MAY 02 2024
BOARD OF SUPERVISORS

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: RONALD LAKASAMANA, KAREN PANGAMIBAN, LOUCAS LAKASAMANA
Whose address is: 975 NORA WAY, APT. 305
City and State: SOUTH AN FRANCISCO, CA Zip: 94080
Contact Phone: _____ Email: _____

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $UNKNOWN.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☒ Property Damage
- ☒ Personal Injury
- ☐ Contract
- ☐ Other *(Please List)*

which occurred on 04-24 (MONTH/DAY), 2024 in the vicinity of *(place where incident occurred)*:

(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: *(Please provide another page if more space is needed.)*

My clients were driving on highway 49 going to yosemite when the car in front of them stopped and was attemping to turn left my clients came to a complete stopped position and a car behind them rear ended them.

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

Vincent Sanchez

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

My clients suffered soft tissue injuries and the extent is being evaluated.

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages incurred to date:

Expenses for medical and hospital care	$unknown
Loss of earnings	$unknown

Specific damages (**ITEMIZE & PROVIDE 3 REPAIR ESTIMATES**)

unknown	$
	$

Other damages (ITEMIZE)

unknown	$
	$

TOTAL DAMAGES INCURRED TO DATE: $unknown

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $unknown

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: $unknown

All notices or other communications with regard to this claim should be sent to claimant at:

Earl F. Tritt, III, 2525 Camino Del Rio South suite 101, San Diego, CA 92108

(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

***PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.*

Dated: 05-02-2024 Signed _____
(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.

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

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

May 2, 2024

Earl F. Tritt II
2525 Camino Del Rio South Suite 101
San Diego, CA 92108

Re: County Claim C24-7

To Whom It May Concern,

Attached you will find a file-stamped copy of the above-referenced "Claim for Personal Injury and/or Property Damage" dated May 2, 2024. Please keep this copy as your proof that the claim has been filed. Additionally, please note that the file has been assigned case number C24-7 and will now be routed for further processing.

Sincerely,

Katherine Slenders
Deputy Clerk of the Board II
Mariposa County Board of Supervisors

ENC.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **CLOSED SESSION:** Conference With Legal Counsel: Existing Litigation; Jolin Luis v. County of Mariposa, et al.; Mariposa Superior Court Case No. 23-CVPM-0011975

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference With Legal Counsel: Existing Litigation; Jolin Luis v. County of Mariposa, et al.; Mariposa Superior Court Case No. 23-CVPM-0011975

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: Jolin Luis v. County of Mariposa, et al.; Mariposa Superior Court Case No. 23-CVPM-0011975

[ ] 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 TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: July 16, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **CLOSED SESSION:** Conference With Legal Counsel: Existing Litigation; Jolin Luis v. County of Mariposa, et al.; Mariposa Superior Court Case No. 23-CVPM-0011975

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference With Legal Counsel: Existing Litigation; Jolin Luis v. County of Mariposa, et al.; Mariposa Superior Court Case No. 23-CVPM-0011975

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: Jolin Luis v. County of Mariposa, et al.; Mariposa Superior Court Case No. 23-CVPM-0011975

[ ] 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 TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None