MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

March 7, 2023

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Danette Toso	District III Supervisor	Present	9:01 AM
Shannon Poe	District II Supervisor	Present	9:01 AM
Rosemarie Smallcombe	District I Supervisor	Present	9:01 AM
Wayne Forsythe	District IV Supervisor	Present	9:01 AM
Miles Menetrey	District V Supervisor	Present	9:01 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey announced that CA.8 was being removed to be voted on with an amendment. Supervisor Forsythe commented on CA. 19, thanking Public Works for the movement of these projects.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2023-107**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2023-108**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-109**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-110**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Administration RES-2023-111**

Approve a Letter of Support for Assembly Bill 400, Which Will Permanently Allow Design-Build Procurement for Qualifying Public Works Projects; and Authorize the Board of Supervisors Chair to Sign the Letter

CA6. **Auditor RES-2023-112**

Authorize the Allocation and Recruitment of One Full Time Accountant I/II Confidential Position in the Auditors Department, Effective Immediately

CA7. **Board of Supervisors RES-2023-113**

Resolution and Tile Plaque Recognizing Sharon Wardale-Trejo, Upon Her Retirement as Director of the Merced-Mariposa Regional Department of Child Support Services (Board Chair)

8. Removed for an Amendment

CA9. **Board of Supervisors**

Approve the Minutes of Tuesday, February 7, 2023

CA10. **Child Support Services RES-2023-114**

Approve a Three-Year, Three Month Agreement with Matson Alarm Company to Provide Monitoring and Support Services of Security System in an Amount Not to Exceed $1,930.50; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Clerk of the Board of Supervisors (ID # 13873)**

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

CA12. **Health and Human Services RES-2023-115**

Approve Second Amendment to Agreement with Scott's Cleaning Service Increasing the Amount by $35,000 for New Amount Not to Exceed $75,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Health and Human Services RES-2023-116**

Approve First Amendment to Memorandum of Understanding (MOU) Between the Mariposa County Health and Human Services Agency (HHSA) and John C. Fremont Healthcare District (JCFHD) Increasing the Amount by $130,000 to a New Amount Not to Exceed $180,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **HHS/Employment and Community Services RES-2023-117**

Approve County Purchase MP-01-2022 with CalSAWS Consortium for the Acquisition of Two (2) Kiosks in an Amount Not to Exceed $63,549; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Planning 2023-27**

Re-Appoint Xavier Dubois, Kim Brisack, Cara Goger, and Abby Miller to the Creative Placemaking Strategy Advisory Committee (CPSAC) for Terms to Expire February 28, 2026

CA16. **Public Works RES-2023-118**

Authorize Public Works to Waive the Encroachment Permit Fee of $188.00 for the 74Th Annual Hornitos Enchilada Dinner on March 4, 2023, from 3:00 PM to 8:00 PM

CA17. **Public Works RES-2023-119**

Accept the Emergency Repair Work on West Westfall Road as Complete; Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3); Approve an Agreement with Palmer Tractor in the Amount Not to Exceed $270,949.81; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel) 4/5ths Vote Required

CA18. **Public Works RES-2023-120**

Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke Construction to Increase Compensation by $6,636; and Authorize the Public Works & Transportation Director to Sign the Change Order

CA19. **Public Works RES-2023-121**

Approve an Agreement with Ranch Fence for Minor Roadway Guardrail Repair Projects in the Amount Not to Exceed $75,347; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

E. Items removed from Consent Agenda

1. **Board of Supervisors RES-2023-122**

Approve a Letter of Thanks to Napa County for Allowing Mariposa County to Use Their Emergency Services Officer, Kendra Boyer for Oak Fire Recovery

Dr. Eric Sergienko/County Health Officer, thanked the Board for bringing the thank you letter to Napa County for the assistance by Kendra Bowyer.

AMENDMENT: Change the name from Boyer to Bowyer.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Toso, Poe, Smallcombe, Forsythe, Menetrey

F. Departmental Presentation

Jeremy Briese/Mariposa County Sheriff updated the Board on the current state of the County in the context of the winter weather events. He noted our most populated communities were affected, as well as a large swath of the State, expressing that even as far south as San Bernadino was heavily affected. Sheriff Briese noted by the morning of February 28th, 2022, the County was faced with serious decisions. They limited travel and active the County's Emergency Operation Center (EOC). In collaboration, the EOC and Incident Command Post (ICP) prioritized life safety and public infrastructure. Sheriff Briese also noted the amount of community involvement and assistance. He noted he could not condone independent volunteer responses because we need to have one response. Sheriff Briese noted that the entire county took a hit; many communities looked grim until the County was able to get Heavy Equipment Operators to assist. He also noted between February 23rd to March 6th, the Sheriff's Department received almost 1000 calls for service, 954 of those being for the snow event, which was noted, and the calls fielded. He also noted that roughly 500-1000 more calls were handled at a phone level and not documented. Sheriff Briese gave a special shout-out to the Search and Rescue team for their efforts during this event. In response to a question from Supervisor Poe, Sheriff Briese noted to purchase a side-by-side with tracks would cost roughly $31,000 and noted those have already been ordered also noted last year Search and Rescue had 488 calls and this year, they are up to 1000. Supervisor Forsythe noted the Sheriff "hit the nail right on the head" in regards to the response and further noted he may have been elected to a specific district but he represents the whole county and what he saw was neighbors helping neighbors while out viewing the devastation with the Sheriff. Supervisors Smallcombe, Toso, and Chair Menetrey thanked the Sheriff and his staff for their commitment and assistance to the community during the storms.

Shannon Hansen/Public Works Director noted during the previous 13 days, her 10 roads crew employees have been hitting on all cylinders to work on the 564 miles of County maintained roads. She noted how exhausted they are but continue working hard 24 hours a day. She noted those same 10 roads crew members are not just plowing, they are working removal of trees and debris in the county right of way. She noted for the listening public that all major roadways are open. Ms. Hansen gave updated information and a big thanks to contractors, County Departments, and other government entities for their assistance in the toughest-hit communities. Supervisors Toso, Poe, Smallcombe, Forsythe, and Chair Menetrey thanked Ms. Hansen and her team for their dedication and hard work during these storms.

Joe Lynch/Health and Human Services Agency Director noted HHSA is to procide mass care and shelter during emergencies. He gave a breakdown of how his staff prepares for storms, including moving "Safe and IHSS Clients" to shelters where needs will be met in the event of an emergency. He noted his staff set up a call line to assist with certain needs and received over 400+ calls of which 300+ were resolved. He noted his staff has worked hard to ensure community needs are met.

9:54 AM recessed for less than a minute due to the media encoder showing it went

down; however, it seemed to remain live.

Mr. Lynch continued noting he saw a lot of generosity and volunteer assistance from the community, for example, former Sheriff Binnewies was out providing food and fuel to individuals in his area that needed assistance. He noted his staff continues to take calls, many of which are in regard to structural damage. He noted they are looking at planning a Local Assistance Center (LAC) to assist affected individuals. Mr. Lynch wanted to note his appreciation for his staff, the Sheriff's Office, and Darren Mills/PG&E as they have been instrumental in helping those affected. Supervisors Smallcombe, Toso, Poe, and Chair Menetrey thanked Mr. Lynch and his staff for their commitment and assistance to the community during the storms.

Dallin Kimble/County Administrative Officer wanted to express his gratitude for the County team noting it gives a sense of pride as we continue to grow and do better during emergencies. He noted we receive a lot of comments about how our EOC is among the best of our folks. He noted there is the staff that had worked 24 hours to assist their community. Dallin noted as part of the disaster response, there were a number of offices closed, and there are many things that go into that, including the safety of staff. Supervisors Smallcombe and Toso concurred that this county has an incredible team.

G. Public Comment on Non-Agenda Items

The Board received several comments in regards to the removal of the public comment line, Chair Menetrey noted that on February 21st, 2023, the Board discussed discontinuing the phone line. He noted that the Board agreed that the phone line was not being used.

Debbie Peters/Sierra Telephone wanted to remind the Board and the public to update their emergency contact information. She also announced that during power outages, customers could plug in their standard corded phones and will be able to receive and use their telephone line. Ms. Peters also noted that contractors will be in Mariposa on the 13th of this month to begin the fiber project.

Mike Bruso/Bear Valley noted in the theme of March of Folly, to him, it is important that we identify the comments. He noted in the greatness of this county the many cultures and individual struggle. He then discussed the French Revolution

Ken Bissmeyer/Contractor, noted that during the storms, he saw uncommon valor, and sacrifice by community members and contractors. He noted he was happy to hear this meeting was taking place and noted that the love we have in this community and the true colors that are shown during a disaster are what draw this community together. He thanked the County for the resources and thanked the Department Heads for the efforts made.

After several public comments received via email, the Board directed the Clerk of the Board to bring an item back for further discussion on the possible reinstatement of the telephone line on the agenda for public comment use.

1. **Clerk of the Board of Supervisors (ID # 13890)**

Public Comment on Non-Agenda Items, March 7Th, 2023, Meeting

RESULT: INFORMATION RECEIVED

H. Regular Agenda Items

1. **Sheriff's Office RES-2023-123**

Adopt a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency

Sheriff Briese gave the staff report, noting many individuals' unseen respond to these hazards and emergencies, he also noted hazard pay should be discussed. He thanked the local contractors and noted this item was to hopefully receive California Disaster Assistance Act (CDAA) funding. He noted if the funding is not received, any damage done to the public infrastructure would alter the general fund. He also noted every district had major impacts.

Public Comment was received by Nick Bissmeyer/Local Forester and Contractor who noted many contractors are "good old boys and girls" who have responded to their areas as they have the equipment to do so. He noted the grim sight in many communities. He noted how when clearing driveways, they would be approached to help and elder, he noted finding an 80-year-old gentleman who was nearly out of rations. He noted his appreciation for this community and the generous contractors who spend their time and money on non-paid projects to help the community. He asked that the Board consider extending Incident Command Post (ICP) to include contractors during this situation. Chair Menetrey and Supervisor Poe thanked Mr. Bissmeyer for his assistance. Supervisor Smallcombe asked if there is a communication channel in which contracts share information with one another. Mr. Bissmeyer noted he wasn't aware of one, but the Local Contractors Association, of which he is not a part of, may have one. Sheriff Briese noted this conversation is being had for future events, to possibly have a list of contractors.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Recess

10:45 AM Chair Menetrey recessed the Board for a brief break and reconvened at 10:51 AM.

2. **County Counsel RES-2023-124**

Adopt County-Wide Safety and Loss Prevention Manual

Steven W. Dahlem/County Counsel introduced the item and Steven C. Wilmes/Prism Representative gave the staff report and discussed the Safety and Loss prevention manual and gave a PowerPoint Presentation.

Public comment was received by Mike Bruso who noted a possible error under "Medical surveillance" sections number three and four titled "employees exposed to lead".

Kudos were received by Supervisors Forsythe, Smallcombe, Poe, and Chair Menetrey who all noted the commitment to ensuring county employees' safety.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

3. **HHS/Behavioral Health & Recovery Services RES-2023-125**

Appoint Sheila Baker as Local Mental Health Director Pursuant to Welfare and Institutions Code Section 5607, Effective Immediately

Dr. Kristina Keheley/Director of Health Services gave the staff report and noted the Local Mental Health Director is also the Executive Director of Behavioral Health Services.

Sheila Baker/Deputy Director of Behavioral Health let the Board know she is honored to serve in this role. Mariposa County is true to her heart and is full circle for her. She also noted the extensive experience she brings.

No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

4. **Administration/Community Development (ID # 13837)**

Discussion and Direction Regarding a Micro Enterprise Grant Application for the Joyful Owl Chef in the Amount of $10,000

Tara Schiff/Economic Development Specialist gave the staff report and introduced Morrisa Rose/Owner of Joyful Owl, who noted she works closely with other caterers and restaurants. Ms. Rose also noted that she is dedicated to what she does and has worked with the community for many years.

In response to a question by Supervisor Poe, Ms. Rose noted that the "Ice Cream Cooker" was a typo within the item.

Supervisor Forsythe noted that it's great to see her working with other businesses. Ms. Rose noted she would be working with AutoCamp and other AirBnBs as a private chef,

Public Comment was received by Travis Metlock/Little Shop of Ramen who noted Ms. Rose created the desserts for their menu as well as some of their dough. He noted it's a joy to work with her.

In response to a question from Supervisor Smallcombe, Ms. Schiff noted we have approved one grant and still have $240,000 left with quite a few applications.

DIRECTION: Staff is to bring back an item to approve a MicroEnterprise grant for $10,000.

RESULT: **INFORMATION RECEIVED**

5. **Administration/Community Development (ID # 13855)**

Discussion and Direction Regarding a Micro Enterprise Loan Application ($50,000) for the Local Grape

Tara Schiff gave the staff report and introduced Travis Medlock/Local Grape - Vines and Vittles Inc., who noted it had been one thing after another with COVID, fires, floods, and snowstorms. He noted they would like to add charcuterie and European-style baguette sandwiches to the Local Grape side of the restaurant. He noted that this would enable them to go to Wine events and do tapas and paninis. No public comment.

In response to a question from Supervisor Smallcombe, Tara noted it is for $50,000 flat.

DIRECTION: Bring back an item to approve the MicroEnterprise loan for $50,000 at 2% for ten years.

RESULT: INFORMATION RECEIVED

6. **Administration RES-2023-126**

Approve an Agreement with Mariposa County Unified School District (MCUSD) to Convey Hornitos School Property at 7379 Hornitos Road in Hornitos to Mariposa County; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble gave the staff report. He noted we thought it was done a few weeks ago but language was missing. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

7. **Administration RES-2023-127**

Receive and Review the Midyear Financial Status Reports and Approve Budget Adjustments 4/5ths Vote Required

Dallin Kimble introduced the item and turned it to Leigh Westerlund/Assistant County Administrative Officer who gave a PowerPoint Presentation. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Recess Board of Supervisors

12:07 PM Chair Menetrey recessed the Board of Supervisors meeting while the Clerk of the Board read Government Code Announcement 54952.3.

I. LOCAL TRANSPORTATION COMMISSION

12:08 PM Chair Forsythe called the Local Transportation Commission meeting to order.

Public Comment Period

No public comment.

LTC Regular Agenda

1. **Public Works LTC-2023-5**

Approve an Agreement with American Pavement Systems for the Merced Falls Road Cape Seal Project in the Amount Not to Exceed $1,212,268; and

Authorize the Local Transportation Commission Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

Shannon Hansen gave the staff report. Commissioner Poe noted he is elated by this has this road is in nasty shape. He asked when this will begin. Hansen said she hopes this summer.

Director Hansen also asked that the Board revisit the agenda layout. The Board directed staff to bring back another item for the discussion on agenda layout.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Shannon Poe, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Adjourn LTC

12:14 PM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

12:14 PM Chair Menetrey reconvened the Board of Supervisors meeting.

J. Closed Session

12:13 PM Chair Menetrey recessed the Board into closed session.

1. **County Counsel (ID # 13865)**

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

No public comment.

RESULT: **CLOSED SESSION HELD**

Reconvene and Report Out

12:19 PM Chair Menetrey reconvened the meeting and reported that during the closed session information was received.

K. Board Information

None.

L. Adjournment

12:20 PM Chair Menetrey adjourned in memory of Ida Katherine Zanetta, Justin Wade Richardson, Samuel Otto Hensley, and Maureen Kathleen Mangan (Boomer).

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-107

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and

- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-108

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Health Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

The County Health Officer declared a local health emergency under California Health and Safety Code Section 101080 on July 22nd, 2022.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local health.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:
Not Applicable.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13813

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-109

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

On July 23rd, 2022, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation declaring a local emergency.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:
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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13782

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-110

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the 22/23 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not continue the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:

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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13786

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-111

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: AB 400 Design-Build Support Letter

RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Support for Assembly Bill 400, Which Will Permanently Allow Design-Build Procurement for Qualifying Public Works Projects; and Authorize the Board of Supervisors Chair to Sign the Letter.

Assembly Bill (AB) 400 would permanently allow local governments to use the design-build procurement process for qualifying public works projects. This authority currently exists in statute but will be disallowed on January 1, 2025. AB 400 eliminates the sunset date to allow design-build procurement into perpetuity.

The design-build method is an approach to delivering public works projects in which both the design and construction of a project are procured from a single entity at a fixed price. This promotes greater accountability in the completion of the projects (i.e., designs must be constructable), intentionality with construction materials and methods, and construction innovation that results in higher quality and cost savings. Design-build projects also tend to result in fewer litigation claims and lower risk for local agencies.

AB 400 is authored by Assemblymember Rubio. The California State Association of Counties (CSAC) is a sponsor of the bill.

While design-build may not always be the chosen procurement process for eligible public works projects, it would be beneficial for the County to have it as an option in the future. Accordingly, staff recommends approval of this letter of support.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Existing statute enacts more uniform provisions authorizing most local agencies, counties included, to use the design-build procurement process for specified public works projects within Public Contract Codes Sections 22160-22169, which excludes roads but includes buildings, utility improvements associated with buildings, flood control, underground utility improvements, and bridges.

The Board has routinely approved letters of support for bills being considered by state or federal legislative bodies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will not send this letter of support.

Amend and approve. Staff will make desired amendments prior to sending this letter of support.

ATTACHMENTS:
2023 AB 400 Support Letter (DOC)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

March 7, 2023

The Honorable Cecilia Aguiar-Curry
Chair, Assembly Committee on Local Government
1020 N Street, Room 157
Sacramento, CA 95814

RE: AB 400 (Rubio) Local agency design-build projects: authorization - SUPPORT

Dear Assemblymember Aguiar-Curry:

On behalf of the County of Mariposa, I am writing in support of AB 400, which will permanently allow local governments to utilize existing state law which allows them to use the Design-Build (DB) procurement process for qualifying public works projects. This bill achieves this by eliminating the existing January 1, 2025, sunset date on the statutory DB authority.

Existing statute enacts more uniform provisions authorizing most local agencies, counties included, to use the DB procurement process for specified public works projects within Public Contract Codes Sections 22160-22169, which excludes roads but includes buildings, utility improvements associated with buildings, flood control, underground utility improvements, and bridges.

The DB method is an approach to delivering public works projects in which both the design and construction of a project are procured from a single entity. Under design-build, the owner contracts with a single entity to both design and construct a project at a fixed price. Simultaneously, contractors are provided with more flexibility over project design, materials and construction methods. This promotes project design and construction innovation, which can result in higher quality, as well as cost savings. The approach also reduces the county and local agencies risk and results in fewer litigation claims for all parties involved.

In the traditional Design-Bid-Build (DBB) method of construction procurement the design and contracting phases are sequential, with no direct collaboration process. Allowing alternative delivery methods for construction projects gives counties the ability to make the most cost-effective and advantageous decision for a particular project.

The DB method streamlines project delivery through a single contract between the owner and the design-build team. Thus, using the DB method for more complex projects facilitates the completion and delivery of public works construction projects efficiently and cost effectively. AB 400 would allow counties to continue using this authority indefinitely.

Attachment: 2023 AB 400 Support Letter (RES-2023-111 : AB 400 Design-Build Support Letter)

For these reasons, Mariposa County strongly supports AB 400.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

CC: The Honorable Assemblymember Blanca Rubio, Author
The Honorably Assemblymember Jim Patterson, District 8 Representative
The Honorable Members, Assembly Local Government Committee
Angela Mapp, Chief Consultant, Assembly Local Government Committee
William Weber, Consultant, Assembly Republican Caucus
Mark Neuburger, Legislative Advocate, California State Association of Counties

Attachment: 2023 AB 400 Support Letter (RES-2023-111 : AB 400 Design-Build Support Letter)

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2023-112

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Authorize an Additional Accountant I/II Confidential Allocation in the Auditors Department

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RECOMMENDATION AND JUSTIFICATION:
Authorize the Allocation and Recruitment of One Full Time Accountant I/II Confidential Position in the Auditors Department, Effective Immediately.

This position is necessary to accommodate for additional workload in the Auditors office due to increased grant funding for the county, increasingly technical demands put on the department in managing the new ERP system, a backlog of accounting tasks brought on in combination by implementation of the new ERP system with simultaneous hiring freezes during Covid and the need to have enough personnel in order to cross train and be able to provide an acceptable level of service to other county departments and the public on a consistent basis.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
When departmental demands have increased in the past, the Board has approved necessary changes to ensure the level of service internally and to the public are maintained.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Keep the allocation schedule as is in the Auditor's office. This will severely hinder the Auditor departments ability to even meet minimum levels of service required by other departments and the public. It will also prolong the amount of time to complete accounting work necessary for external audits as required by state, federal and public funding sources in turn leading to possible loss of funding for the county. This would also create a need for excessive amounts of overtime for current staff, additional extra help costs and degradation of morale within the department.

FINANCIAL IMPACT:
Additional Costs to General Fund of approximately $115,000 per year. Adjustments to buget to fund this position will be made during the midyear process.

REF ID# 13820

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-113

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Resolution and Tile Plaque Sharon Wardale-Trejo Retirement

---

RECOMMENDATION AND JUSTIFICATION:

Resolution and Tile Plaque Recognizing Sharon Wardale-Trejo, Upon Her Retirement as Director of the Merced-Mariposa Regional Department of Child Support Services (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors typically recognizes retiring department directors with 6 or more years of service.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize an employee upon their retirement.

ATTACHMENTS:
Sharon Wardale-Trejo (DOCX)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13763

MARIPOSA COUNTY RESOLUTION NUMBER 2023-

A RESOLUTION RECOGNIZING SHARON WARDALE-TREJO FOR HER OUTSTANDING SERVICE TO THE COUNTY OF MARIPOSA

WHEREAS SHARON WARDALE-TREJOS' career with the Department of Child Support Services started on April 20, 1998, as a part-time, extra help Investigative Assistant in the District Attorney's Family Support Division. In September 1998 she was hired as a full-time Support Services Analyst (SSA) focusing on policy implementation and compliance and then promoted to an SSA II in 1999. As an Analyst, she worked as part of the team to transition the department out from the District Attorney to a distinct and separate department.; and

WHEREAS SHARON in 2000, became a Program Manager for the Merced County Department of Child Support Services overseeing a variety of functional departments including accounting, clerical distribution, legal, training, and quality assurance/program improvement; and

WHEREAS SHARON in July 2006, accepted a promotional opportunity as a Manager III with the Stanislaus County Department of Child Support Services. As a member of their executive team some responsibilities were to oversee program operations, IT, clerical, and program improvement (see a theme). As an executive level position, **SHARON** set short term and long-term organizational goals and strategic plans; assisted with the development and monitoring spending of the annual budget; and

WHEREAS SHARON in the Spring of 2012 became the lead developer for the Stanislaus County Child Support Services submission for the CSPED Employment Services federal grant. Stanislaus was awarded the $2.3 million dollar grant in September of 2012, the same month (if not literally the same week) that **SHARON** accepted an appointment as the Director of the Merced County Department of Child Support Services; and

WHEREAS, coming home to Merced County in 2012 **SHARON** immediately focused on seeking to improve the department's performance but also sought to bring in lessons learned while in Stanislaus County. Organizational development and building up the team became a key focus; and

WHEREAS, in 2016, **SHARON** successfully regionalized with Mariposa County, creating the Merced-Mariposa Regional Department of Child Support Services, providing all administrative and legal services for the smaller agency after the retirement of their long-standing Director. Being a director in child support offers the ability to affect change not only in your organization but also trying to improve the child support program as a whole; and

WHEREAS, upon her retirement, **SHARON** will be able to spend more time with her husband Maurice (Mo), and her 94-year-old father, David. **SHARON** enjoys cooking, baking, reading, traveling, and spending time with her puppies Bella and Beau; and

WHEREAS SHARON's retirement on the 10th day of March 2023 will leave a significant void at the Merced/Mariposa Regional Department of Child Support Services. Her leadership, attention to detail and institutional knowledge will be greatly missed.

NOW, **THEREFORE BE IT RESOLVED** by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that **SHARON WARDALE-TREJO** is hereby recognized for her dedicated and outstanding service to Mariposa County as we extend our best wishes for continued success, and happiness in the years to come.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 7th day of March 2023, 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

Attachment: Sharon Wardale-Trejo (RES-2023-113 : Resolution and Tile Plaque Sharon Wardale-Trejo Retirement)

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

February 7, 2023

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Danette Toso	Supervisor	Present	9:00 AM
Shannon Poe	Supervisor	Present	9:00 AM
Rosemarie Smallcombe	District I 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

Danielle Bondshu/Clerk of the Board introduced Katherine Slenders/Deputy Clerk of the Board II

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

Public comment was received by Jonathan Noel/Resident, who asked in regards to CA.16, who the incorporated company was, and why the contract was so much money.

Andrew Carter/Health and Human Services Agency spoke in regards to Mr. Noel's comment that Nine Patch is the company for the Community Information Exchange and gave an overview of the contract.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2023-57**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

Minutes Acceptance: Minutes of Feb 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA2. **Health and Human Services RES-2023-58**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-59**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-60**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA5. **Administration RES-2023-61**

Approve Budget Action Recognizing Additional Revenue in the Sund Pelosso Fund 3369 in the Amount of ($13,236)

CA6. **Administration RES-2023-62**

Approve the County's 2023 Legislative Platform

CA7. **Administration RES-2023-63**

Approve Second Amendment to Agreement Number 003-20-ECI for the State Energy Resources Conservation and Development Commission Loan Agreement; and Authorize the County Administrative Officer to Sign the Amendment

CA8. **Administration RES-2023-64**

Declare 0.04 Acres of Real Property at Assessor Parcel Number (APN) 011-152-005 in Hornitos to be Surplus to the Needs of the County; Approve an Agreement to Sell Real Property at APN 011-152-005 ($1,250); and Authorize the Board of Supervisors Chair to Sign the Agreement and Grant Deed

CA9. **Auditor RES-2023-65**

Approve Replacing an Accounting Technician I/II Allocation with a Senior Account Clerk 70% Permanent Part-Time Allocation in the Auditor's Office

CA10. **Board of Supervisors**

Approve the Minutes of Wednesday, January 11, 2023

CA11. **Board of Supervisors 2023-11**

Proclaim the Month of February 2023 as "American Heart Month", and February 3, 2023, as "Wear Red Day" (Board Chair)

CA12. **Clerk of the Board of Supervisors 2023-12**

Appoint Timothy Bennett to the Behavioral Health Board for a Term Expiring on February 7, 2026

CA13. **Clerk of the Board of Supervisors RES-2023-66**

Cancel the February 14Th, 2023, Board of Supervisors Meeting

CA14. **County Counsel 2023-13**

Re-Appoint Casey Archer and Rhonda Scherf to the Law Library Trustees Board for a One Year Term Expiring on December 31, 2023; Recognize Janet Chase-Williams for Her Service on Law Library Trustees Board; and Appoint Matthew

Minutes Acceptance: Minutes of Feb 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Johnson to the Law Library Trustees Board for a One Year Term Expiring on December 31, 2023

CA15. **Fire RES-2023-67**

Accept Awarded Grant for the 2022 CAL FIRE County Coordinator Grant Program for Mariposa County through the California Fire Safe Council for Mariposa County's 2022 CAL FIRE County Coordinator Position; and Authorize the Fire Chief to Sign Sub Award Agreement through Online Profile, and Any Amendments Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel)

CA16. **Health and Human Services RES-2023-68**

Approve the Agreement with NinePatch, Inc. for a Community Information Exchange, Not to Exceed $562,800; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services RES-2023-69**

Approve the 2023 Low Income Home Energy Assistance Program (LIHEAP) Agreement 23B-5021 and Certifications with the California Department of Community Services and Development (CSD) in an Amount Not to Exceed $525,000 to Provide Energy Assistance Payments; and Authorize the Board of Supervisors Chair to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA18. **Health and Human Services RES-2023-70**

Approve Agreement with Yosemite Fire and Security to Provide an Upgrade to Existing Access Control System for One of the Health and Human Services Agency (HHSA) Buildings for an Amount Not to Exceed $139,110; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. **Health and Human Services RES-2023-71**

Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for an Office Assistant II Extra-Help Position in the Health & Human Services Agency Administrative Branch

CA20. **HHS/Behavioral Health & Recovery Services RES-2023-72**

Approve Second Amendment to Agreement with Transformations Increasing the Amount by $75,000 to a New Amount Not to Exceed $125,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA21. **Planning 2023-14**

Appoint Ken Melton, Cassandra (Beth) Scaffidi and Kris Casto to the Code Compliance Advisory Committee (CCAC) for Terms to Expire February 28, 2025

CA22. **Planning 2023-15**

Recognize the Service of Leo "Jack" Wilmeth as Planning Commissioner for District II

Minutes Acceptance: Minutes of Feb 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

E. Board Recognitions

1. **Board of Supervisors 2023-16**

Approve a Certificate of Appreciation to the Staff of Public Works, County Fire, Probation, and Sheriff's Office for Their Outstanding Service to the County and Community During Our Recent Storms

Chair Menetrey introduced this item.

Public comment received by Shannon Hansen/Public Works Director thanked the Board for recognizing her staff of unsung heroes as they are the ones who kept our roads open.

Erik Sergienko/County Health Officer echoed Director Hansen noting they stayed on top of the burn scar area and noted without them, that area would be facing worse repairs.

Adam McLane/Resident thanked them for their work on Worman Road.

Joe Lynch/Health and Human Services Agency Director also echoed previous sentiments and noted this County has built a team of civic responders.

Steven Ward/Cal Fire/Mariposa Fire Division Chief noted our volunteer fire crews came in and covered stations and were willing to do so without pay.

Jeremy Briese/Mariposa County Sheriff also echoed previous statements and noted they had an all-hands-on-deck situation. He thanked everyone for their dedication and professionalism.

Dallin Kimble/County Administrative Officer acknowledge everything previously expressed and noted that this is not new to this county. He acknowledged that this County asks staff to go towards the danger and we commend them for those efforts.

Supervisors Poe, Forsythe, Smallcombe, Toso, and Chair Menetrey shared their thanks and appreciation to staff.

Chair Menetrey presented the Sheriff's Office, Public Works, Probation, and Fire with Certificates of Recognition.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Toso, Poe, Smallcombe, Forsythe, Menetrey

F. Departmental Presentation

Shannon Hansen announced the success of the tire amnesty event that took place in Coulterville. She announced another event would be held in Don Pedro. She announced that the solar installation on the Hall of Records would begin in two to three weeks.

Pete Judy/Interim Chief Probation Officer thanked Public Works and noted Probation is closing its substation by the Jail; he noted they need the space, but the substation is unsustainable do to moral issues and internet issues.

Monica Nielsen/Agricultural Commissioner, gave an update to Food and Ag Code 223 in regards to the Noxious Weed program; She noted the County is a part of the Sierra San Joaquin Alliance, and it created a list of weeds that needed to be sprayed. She noted they are currently working on several different projects, with over $39,000 to spend. She noted the areas they are and will be working on and noted for the listening public that they can call the Ag Department if they have questions or if they need to report a drift, which by law must be investigated. The Ag Department can be reached at 209-966-2075.

Minutes Acceptance: Minutes of Feb 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Keri Kisela/Mariposa County Chamber of Commerce gave updates on events; March 18th is the annual Business Awards Dinner at the pines resort and a Business Expo will be held June 3rd at the Fairgrounds.

Steve Engfer/Interim Planning Director, gave an update on Muir Lodge, noting abatement is currently in progress.

Danielle Bondshu announced that the contract for the new agenda management system has been signed and roll out should happen in three to four months.

G. Public Comment on Non-Agenda Items

Marvin Wells/Community Member stated he retired from Pepsi after 31 years and has been retired for 30+ years. He welcomed Supervisors Poe and Toso and explained that he has a passion for saving the Oak trees. He challenged the Board to work with the State and Federal government on a program to save the Oaks. Supervisor Smallcombe noted she get in touch with the University of California Cooperative Extension (UCCE) who was working on the mistletoe question. Supervisor Poe thanked him for his service; he noted he lost black oaks but was not familiar with how Milestone spreads.

Jonathan Noel/Community Member noted the Board of Madera County is trying to raise their pay. He urged other community members to reach out to help neighbors stop this from happening.

H. Regular Agenda Items

1. **Administration (ID # 13801)**

Discussion and Direction Regarding Oak Fire Recovery

Dr. Eric Sergienko/County Health Officer noted the removal operations are complete as of the previous day. He gave kudos to the county's public works department as well as the contractors. He also announced 15 trailers have been placed and 7 are pending placement. Dr. Sergienko noted the claims processes in a work in progress. He noted he did not feel the need for weekly updates. No public comment. Board discussion ensued.

DIRECTION: Cease weekly Board items and return to an "as needed" basis.

RESULT: DIRECTION GIVEN

2. **Health and Human Services (ID # 13700)**

Presentation on Organizational Review of First 5 Mariposa County by Nikki West, Executive Director of First 5 Mariposa County

Joe Lynch requested this item be withdrawn.

RESULT: WITHDRAWN

3. **Administration RES-2023-73**

Appoint Steve Engfer as Planning Director Effective Immediately with an Annual Salary of $149,330.66

Minutes Acceptance: Minutes of Feb 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Dallin Kimble gave the staff report. Public comment received by Steve Engfer who noted he is looking forward to this opportunity. Supervisor Forsythe noted he has a great team and his enthusiasm and knowledge is phenomenal.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Recess

10:02 AM Chair Menetrey recessed the Board for a brief break and reconvened at 10:08 PM.

4. **Administration** **RES-2023-74**

Approve General Fund Loans for Coulterville ($99,041) and Lake Don Pedro ($147,312) Utility Districts 4/5ths Vote Required

Shannon Hansen introduced the item and turned the floor to Larry Harris/Extra Help, who gave an update and history. Leigh Westerlund/Assistant County Administrative Officer gave the staff report on the budget acting, noting these are general fund loans with money already budgeted.

Public comment was received by Jonathan Noel who noted he was here for the last report, He felt the Board needed to initiate a vote from those areas and have there be a 5-year rate increase. He was upset that this is now “digging into his pocket” as a taxpayer who does not benefit from the service area. Supervisor Smallcombe clarified that the Board did move forward with a rate increase in 2018 and it was not successful.

Further Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

5. **Administration** **RES-2023-75**

Approve General Fund Loan for the Solid Waste Fund ($430,000) 4/5ths Vote Required

Dallin Kimble noted this is an item discussed during the budget process. Sam Cerveny/Deputy Director of Public Works, noted a rate study is being conducted and hoping to have a presentation in March or April of the results. No public comment.

11:08 AM County Counsel left for a family emergency.

Ms. Westerlund noted this item and the previous item are not the same as the landfill is a service for everyone in the county.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Recess

Minutes Acceptance: Minutes of Feb 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

11:13 AM Chair Menetrey recessed for a brief break and reconvened at 11:19 AM.

6. **Board of Supervisors (ID # 13756)**

Discussion and Possible Direction Regarding the Use of Video Software in Board Meetings for Transparency and to Increase Public Participation (Supervisor Poe)

Supervisor Poe introduced the item; he noted that in his District, this is something they would like to see. Supervisor Poe noted in this day and age; an individual should be able to see what their government is doing live, not after the fact. He noted a lot of counties use YouTube with closed captioning and he believes if we design the system right, it could increase the productivity of staff if they give their staff report via video.

Danielle Bondshu noted our current system broadcasts the meetings live, without video. She noted ADA Website Accessibility Guidance released in March 2022 notes videos need captions and the ADA Effective Communication Guide stated "Real-Time Captions", which are human generated.

Public comment was received by Jonathan Noel who noted he believed video would be a wonderful idea.

Board discussion ensued.

DIRECTION: Staff is to look at costs, views, and all data on adding video to our system.

Chair Menetrey reopened for public comment. Mr. Noel brought up GoPro's and thought the County may be able to get a deal if we get several of them.

11:50 AM the Clerk of the Board stepped off the dais and Tracy Gauthier/Deputy Clerk of the Board II took over as clerk.

RESULT: DIRECTION GIVEN

7. **Clerk of the Board of Supervisors (ID # 13755)**

Discussion and Direction Regarding Board Meeting Frequency and Agenda Layout

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued. Ms. Bondshu noted she will bring an item back on February 21, 2023, to cancel all forth Tuesday meetings for the remainder of the year; and an ordinance will be brought to the Board to amendment the Board meeting schedule from the first four Tuesdays to the first three Tuesdays of each month.

Direction: Move "Regular Agenda" items to directly after "Public Comment on Non-Agenda Items"; and the Board will conduct three meetings per month instead of four.

RESULT: DIRECTION GIVEN

I. Items removed from Consent Agenda

None.

Minutes Acceptance: Minutes of Feb 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

J. Closed Session

12:17 PM Chair Menetrey recessed the Board into closed session after announcing J.1 would be taken up at 2:00 PM.

1. **County Counsel (ID # 13703)**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Michael Healy V. County of Mariposa; Superior Court of California, County of Mariposa Case No. 11788

No public comment.

RESULT: CLOSED SESSION HELD

2. **County Counsel (ID # 13762)**

CLOSED SESSION - Conference with Legal Counsel: Existing Litigation; Maria Bishop Ramirez V. County of Mariposa; WCAB No.: ADJ11173190, ADJ12274355; and ADJ13383728

No public comment.

RESULT: CLOSED SESSION HELD

K. 2:00 PM Reconvene

2:00 PM Chair Menetrey reconvened and noted the first closed session item will be taken up at 2:00 PM for roughly 30-45 minutes. 2:00PM Chair Menetrey recessed the board into closed session and reconvened at 2:46 PM. He reported that during both closed session items, information was received and direction was given.

1. **Administration (ID # 13765)**

Receive an Update on the Mariposa County Strategic Plan

Dallin Kimble introduced the item and gave a PowerPoint presentation.

Public comment was received from Pete Judy who noted when he began as a Department Head, he wanted to create a strategic plan for his department, and then looked for a county strategic plan and found there wasn't one. He gave kudos to Mr. Kimble as Mariposa County did not have one until he was hired as the County Administrative Officer. Jeanne Pine/Resident asked if there was a list that showed what had been accomplished as she sees the sidewalk to Health and Human Services on the strategic plan.

Board discussion ensued, and they all gave kudos to the Administration for the update and progress made.

RESULT: CLOSED SESSION HELD

2. **Administration (ID # 13726)**

Discussion and Direction Regarding the Budget Process Review

Dallin Kimble introduced the item and gave a PowerPoint presentation. In response to a question from Supervisor Forsythe, Mr. Kimble noted it would be

Minutes Acceptance: Minutes of Feb 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

incremental for some and priorities for others. Chair Menetrey noted what we have done the last couple of years has much improved.

Public comment was received by Jonathan Noel who noted he likes the idea of a two-year approved budget.

Board discussion ensued. In response to a question from Supervisor Toso, Leigh Westerlund noted that they hope to get to a place where they can do town halls for public input for FY25. Supervisor Forsythe noted he would like to see a hybrid situation of priorities and incremental budget. No direction was given.

RESULT: INFORMATION RECEIVED

L. Board Information

None.

M. Adjournment

4:16 PM Chair Menetrey adjourned in memory of Scott Childers.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Feb 7, 2023 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Child Support Services ·

RESOLUTION - ACTION REQUESTED 2023-114

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Sharon Wardale-Trejo,

RE: Agreement with Matson Alarm Company

RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year, Three Month Agreement with Matson Alarm Company to Provide Monitoring and Support Services of Security System in an Amount Not to Exceed $1,930.50; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is an agreement between Department of Child Support Services (DCSS) and Matson Alarm Company (Matson). Matson will provide services to include monitoring of location activity by Matson's central station during all hours of the day. This agreement will ensure the security and safety of team members, customers and the building during and after hours of operation.

This agreement will replace the expiring agreement between DCSS and Matson for the previous installation and monitoring of the security system when DCSS moved into the current location at 5101 Jones St. In error, the prior agreement was not processed as a Board Action.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior agreement with Matson Alarm Company for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
DCSS will be severely compromised in protecting our customers, our confidential case information, as well as team members that serve our community.

FINANCIAL IMPACT:
There is sufficient funding in the Child Support Services Budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS:
122022 CSS and Matson Agreement - Draft (DOCX)
Certificate for Mariposa County Child Support Services (002) (PDF)

REF ID# 13570

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

AGREEMENT FOR SECURITY SYSTEM 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 Matson Alarm ("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 three years and three months, commencing on April 1, 2023 through and including June 30, 2026. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Chair of the Board of Supervisors or his/her designee is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform security system services as described in Exhibit A, "Scope of Work and 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

The maximum compensation payable to Contractor under this Agreement is $1930.50 for the initial 39 month term and an additional $594 for each approved 12 month extension period for a total amount not to exceed $3,118.50 as set forth in Exhibit A, "Scope of Work and 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

Attachment: 122022 CSS and Matson Agreement - Draft (RES-2023-114 : Agreement with Matson Alarm Company)

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.

Attachment: 122022 CSS and Matson Agreement - Draft (RES-2023-114 : Agreement with Matson Alarm Company)

(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

Attachment: 122022 CSS and Matson Agreement - Draft (RES-2023-114 : Agreement with Matson Alarm Company)

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 the 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.

Attachment: 122022 CSS and Matson Agreement - Draft (RES-2023-114 : Agreement with Matson Alarm Company)

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:
Matson Alarm Company
581 W. Fallbrook Avenue
Fresno, CA 93711

COUNTY:
Department of Child Support Services
County of Mariposa
5101 Jones Street
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. INFORMATION SECURITY (SAFEGUARD)

In performance of this contract, the Contractor will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the contractor to inform its officers and employees of the provisions of IRC Sections 7213 and 7213A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return inform may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C.552a(i)(l), which is made applicable to contractors by 5 U.S.C.

Attachment: 122022 CSS and Matson Agreement - Draft (RES-2023-114 : Agreement with Matson Alarm Company)

552a(m)(l), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

Timely notification of an unauthorized disclosure of FTI is the most important factor. The contractor will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The contractor should not wait to conduct an internal investigation to determine if FTI was involved.

15. 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.

16. 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.

17. 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 [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 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.

Attachment: 122022 CSS and Matson Agreement - Draft (RES-2023-114 : Agreement with Matson Alarm Company)

18. 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.

19. 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.

20. 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.

21. 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.

22. MANDATORY AND PERMISSIVE

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

23. 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.

24. 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

Attachment: 122022 CSS and Matson Agreement - Draft (RES-2023-114 : Agreement with Matson Alarm Company)

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.

25. 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.

26. CONTROLLING LAW

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

27. 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.

28. 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.

29. 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

Attachment: 122022 CSS and Matson Agreement - Draft (RES-2023-114 : Agreement with Matson Alarm Company)

30. 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.

31. 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	Michelle Sales, Sales Administration Manager Matson Alarm Company
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: 122022 CSS and Matson Agreement - Draft (RES-2023-114 : Agreement with Matson Alarm Company)

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

Quantity	Description	Price
1	Monthly Service Contract – Commercial	
1	Control Panel with Dialer and Wireless Receiver	
1	LTE Cellular Communicator for XT Series	
1	WiFi Module for XT and XR Panels	
1	Thinline LCD Keypad, White	
4	DMP Wireless Door/Window Sensor	
2	Wireless Motion Detector	
1	2-Button Wireless Remote Panic	
1	2 Tone Indoor Siren	
Total Cost Proposal for Initial 39 Month Agreement:		$1,930.50*

*****Department of Child Support Services (CSS) agrees to pay Contractor a rate of $49.50 per month for the monitoring and service of the security system for the term of the agreement commencing on the first day of the month as agreed upon in the contract. *Said security system was previously installed in 2020 and monitored by Contractor at a rate of $42.50 per month.*

Attachment: 122022 CSS and Matson Agreement - Draft (RES-2023-114 : Agreement with Matson Alarm Company)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
1/9/2023

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

PRODUCER
Marsh & McLennan Agency LLC
2301 Sugar Bush Road, Suite 600
Raleigh NC 27612

CONTACT NAME:
PHONE (A/C, No, Ext): 919-782-1840 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : The Cincinnati Insurance Company	10677
INSURER C : Evanston Insurance Company	35378
INSURER D : The Cincinnati Indemnity Company	23280
INSURER E : Certain Underwriters at Lloyd's	99999
INSURER F : Zurich American Insurance Company	16535

INSURED PYEBARKE
Matson Alarm Co., Inc.
A Pye-Barker Fire & Safety, LLC Company
PO Box 69 Roswell, GA 30077
581 W Fallbrook Ave Ste 100
Fresno CA 93711

COVERAGES **CERTIFICATE NUMBER:** 1061002874 **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 Contractual Tort X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			51GL003490231	1/1/2023	1/1/2024	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 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			EBA0560840	1/1/2023	1/1/2024	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 **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			51CC001080231	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC0673412	1/1/2023	1/1/2024	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
C F E	Pollution/Professional Leased/Rented Equipment Cyber Liability			MMAENV003493 CPP250991300 W31163230201	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	$5,000,000/Occ & Agg $500,000 $5,000,000	combined maximum Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Crime Policy Number: P00100062647502 06/09/2022-06/09/2023 Limit: $3,000,000 Carrier: AXIS Insurance Company NAIC: 37273

Customer #69931

CERTIFICATE HOLDER

Mariposa County Child Support Services
P.O. Box Sharon Wardale-Trejo 748
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

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Attachment: Certificate for Mariposa County Child Support Services (002) (RES-2023-114 : Agreement with Matson Alarm Company)

MARIPOSA COUNTY

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

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees

TITLE OF PRESENTATION:

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

BACKGROUND AND HISTORY:

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.

ATTACHMENTS:
2-13-23 IHSS Advisory Committee Meeting - Minutes (PDF)
Safety Comm Mtg Minutes 2-2-2023 (DOCX)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Monday, February 13th, 2023

Video Conference

Members Present: DH, Eva Adams, Laura Conger & Mary Wilson

Members Absent: N/A

Union Representative(s): N/A

Staff Present: Christy McCarthy, Janet Gass and Jason Allen

Board Of Supervisors (BOS) Liaison(s): N/A

Guest(s): N/A

Recording Secretary: Jason Allen

Attachment: 2-13-23 IHSS Advisory Committee Meeting - Minutes (13873 : Receive Minutes of the Committees)

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:35PM by Chair DH. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
    a. N/A.
2. Resolution No. 2022-001:
    a. A resolution proclaiming a local emergency, ratifying the proclamation of a state of emergency by the Governor of the State of California on March 4, 2020 regarding an outbreak of respiratory illness due to a novel coronavirus (a disease now known as Covid-19), and authorizing remote teleconference meetings of the Mariposa County In-Home Supportive Services Advisory Committee for the period of February 13th – March 13th pursuant to Brown Act provisions. (Per the Board of Supervisors, this will no longer be an option as of March 2023 as the state of emergency declaration made by the state of California will be over. We will be returning to in-person meetings at Health & Human Services, 5362 Lemme lane as of the March 2023 meeting):
        i. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve authorizing remote teleconference meetings of the Mariposa County In-Home Supportive Services Advisory Committee for the period of February 13th., 2023 – March 13, 2023..

Attachment: 2-13-23 IHSS Advisory Committee Meeting - Minutes (13873 : Receive Minutes of the Committees)

3. Approvals
    a. February 13th, 2023 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve the February 13th, 2023 agenda.
    b. December 12th., 2022 Minutes: **(Attachment A)**
        i. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve the December 12th., 2022 Minutes.
4. UDWA - Union Status Update:
    a. N/A
5. Old Business:
    a. N/A
6. New Business:
    a. N/A
7. Committee Goals / Concerns:
    a. DH: When in-person meetings resume in March, we will be losing a member that cannot meet in-person.
        i. Jason will investigate options and get back to the committee via email.
    b. DH: Concerned about a delay in recipients being linked to providers and inquired about the process.
        i. Janet addressed the concern and explained the steps involved in linking. Per Christy, for registry providers, we may not have a recipient available to link them to, this may be the cause of the delay.

Attachment: 2-13-23 IHSS Advisory Committee Meeting - Minutes (13873 : Receive Minutes of the Committees)

c. DH: If a recipient's income is above the limit for IHSS, there is a share of cost. What is the structure and the limits for qualifying.

i. Per Christy, this is a case be case situation and one would need to talk to an eligibility specialist for exact numbers on each case.

8. Updates:

i. BOS Update -

1. Rosemarie Smallcombe

a. N/A

2. Governor's Master Plan on Aging / Americans With Disabilities Act (ADA)

a. N/A

b. Agency and Branch Updates:

i. Christy – IHSS:

1. Mariposa County IHSS currently has over 300 cases.
2. The team is still down a social worker, staff is doing great with covering the additional workload.
3. Applications are all being processed on time with an average of 8-9 new apps each month.
4. Putting a focus on Public Authority and continuing to improve correspondence, information gathering and procedural processes.

ii. Janet – Public Authority:

Attachment: 2-13-23 IHSS Advisory Committee Meeting - Minutes (13873 : Receive Minutes of the Committees)

1. Provider Monthly Check-ins – These will be starting soon. Janet sent an email containing a link to a questionnaire to all registry providers and got immediate responses. This is to collect up-to-date information, identify who wants to be a back-up provider and identify who wants to be on an emergency provider list.
2. Have approximately 40 Registry Providers. The team is actively working on finding more providers in order to build this list up and be able to meet more recipient needs.

9. Financial Update: April 2023
10. Next Scheduled Meeting Date: March 13th, 2023
11. Adjournment:

Attachment: 2-13-23 IHSS Advisory Committee Meeting - Minutes (13873 : Receive Minutes of the Committees)

Mariposa County Safety Committee Meeting
Minutes – February 2, 2023

Attendance: Yvonne Anthony – Public Works Department
Will Atkinson – District Attorney's Office (Guest)
Julie Brown – UC Cooperative Extension (Alt. for Debra Wass)
Michael Cornwell – Health & Human Services Agency
Ben Goger – Administration
Erick Hanneman – Health & Human Services Agency
Brad Jouett – Public Works Department
Josh Keheley – District Attorney's Office
Vince Kehoe – Assessor/Recorder
Ryan Oliphant – Probation (Alt. for Pete Judy)
Matthew Rouse – Auditor's Office
Raquel Sandoval – Sheriff's Office (Alt. for Wes Smith)
Rhonda Scherf – County Counsel/Risk Management (Alt. for Steve Dahlem)
Rosemarie Smallcombe – Board of Supervisors
Danette Toso – Board of Supervisors

Absent: Patience Good – County Fire

Meeting was opened by Erick Hanneman at 3:01 p.m. with introduction of committee members.

Election of new chair for the coming year was announced and a motion was offered by Ben Goger to select Erick Hanneman to continue as chair for this year with a second by Michael Cornwell and a unanimous vote.

Election of a new vice-chair for the coming year was announced and a motion was offered by Ben Goger to select Brad Jouett to continue as vice-chair for this year with a second by Erick Hanneman and a unanimous vote.

The meeting minutes of September 26, 2022 were approved with a motion offered by Josh Keheley and a second by Brad Jouett with a unanimous vote.

Rhonda Scherf provided the annual overview of the Injury & Illness Prevention Policy (IIPP). Discussion was held regarding safety trainings and topics as well as locations of safety data sheets for employees to review. Brad Jouett responded to questions regarding the Global Harmony system that is used by the Fleet division at Public Works as well as the safety data sheets that are used by the Facilities division at Public Works.

Erick Hanneman opened the discussion and possible action relative to the proposed Workplace Violence Prevention Policy. Rhonda Scherf provided background by advising that this matter was on the Board of Supervisors agenda for November 5, 2022 and was pulled by the County Counsel/Risk Manager prior to the meeting as a result of two Board members expressing concern with the language contained in the section discussing personal weapons on County property not being permitted. Following discussions with those two Board members and the Sheriff, alternative language was crafted by the County Counsel's Office and presented in agenda materials for the Committee's review. Discussion commenced with Josh Keheley

Attachment: Safety Comm Mtg Minutes 2-2-2023 (13873 : Receive Minutes of the Committees)

suggesting that department heads be notified by an employee that is a Carrying a Concealed Weapon (CCW) holder. The pros and cons of this suggestion were discussed. Additional discussion took place regarding the possibility of acknowledgment forms being signed by CCW holders, finding answers to the question of liability for the County and/or individuals if a weapon were drawn and/or fired, the possibility of creating rules for a CCW permit holder together with consequences if any rules were not followed while on County property, and discussion regarding exploring how other counties similar to ours are addressing this issue in their violence prevention policies. Michael Cornwell volunteered to contact other similar counties and see how they are addressing this issue in their policies and Rhonda Scherf volunteered to check with PRISM to see if the County has liability if it were to move forward with allowing CCW employees to carry on County property, as well as what their stand is on the issue from an insurance perspective. She also informed the Committee that she would seek input and possible solutions from the County's safety consultant. All information will be provided to the County Counsel/Risk Manager and brought back at the next meeting for further discussion. The Committee recommended making a place holder in the Safety Manual for this policy so that the Safety Manual could move forward with going to the Board of Supervisors for adoption and implementation.

A brief overview of the Safety Manual policies was provided by Rhonda Scherf and a motion was offered by Michael Cornwell to submit the Safety Manual Policies to the Board of Supervisors with a recommendation to adopt and implement the policies with a second by Josh Keheley and a unanimous vote.

Erick Hanneman asked if anyone had a safety issue to discuss and Rhonda Scherf advised that the Department Safety Representatives had requested that the matter of putting NARCAN in all County first-aid kits or with the AEDs be brought to the Safety Committee for possible recommendation to the Board of Supervisors. Discussion was held and direction was given to staff to ask Dr. Sergienko for his recommendation on putting it in some or all first-aid kits and report back to the Committee for further discussion and possible action at the next meeting.

Erick Hanneman announced that the next quarterly meeting is scheduled for Thursday, May 4, 2023 at 3:00 p.m.

Meeting adjourned at 4:09 p.m.

Respectfully submitted,

Rhonda Scherf
Legal Executive Assistant to County Counsel

Attachment: Safety Comm Mtg Minutes 2-2-2023 (13873 : Receive Minutes of the Committees)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-115

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Second Amendment - Agreement with Scott's Cleaning Service

---

RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to Agreement with Scott's Cleaning Service Increasing the Amount by $35,000 for New Amount Not to Exceed $75,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Scott's Cleaning currently provides cleaning services to various buildings operated by Health and Human Services Agency (HHSA), specifically for older and dependent adults served by Adult Protective Services and funded by Home Safe dollars. Scott's proved to be an invaluable partner in providing emergency cleaning services that facilitated compliance with Public Health protocol related to the COVID-19 pandemic

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved First Amendment to agreement with Scott's Cleaning on June 22, 2021 through Resolution No. 2021-364.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, older and dependent adults will not have cleaning services as an option and Home Safe funding will be unspent and sent back to the state.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:
Second Amendment - Scott's Cleaning Agreement 2023v2 (PDF)
Scott's Cleaning 2023 (A01) - CAO 12.21.2022-EXECUTED (1) (PDF)
Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13803

Attachment: Second Amendment - Scott's Cleaning Agreement 2023v2 (RES-2023-115 : Second Amendment - Agreement with Scott's Cleaning

SECOND AMENDMENT TO AGREEMENT FOR CLEANING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CLEANING SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Scott Cleaning Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 26, 2022, wherein **Contractor** agreed to provide cleaning services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment dated December 21, 2022, wherein County agreed to increase compensation by $25,000 to a new amount to exceed $40,000; and

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

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

1. Paragraph 3, "COMPENSATION," and Exhibit A, "Scope of Work and Cost Proposal," are hereby amended to provide that an additional $35,000 will be added to the amended amount of $40,000, making the total compensation paid to **Contractor** the not to exceed amount of $75,000.

Except as herein amended, the Agreement dated May 26, 2022 and First Amendment dated December 21, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Scott Vaughn, Owner Scott's Cleaning Services
COUNTERSIGNED: (Government Code §25103)	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Second Amendment - Scott's Cleaning Agreement 2023v2 (RES-2023-115 : Second Amendment - Agreement with Scott's Cleaning

12-15 Cc: auditor

D.12.b

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: December 15, 2022

From: Beth Alexander Agreement with: Scott's Cleaning Service

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 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 (if NOT going to the Board)?

Yes ☐ No ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.)**

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Scott Vaughn, Owner *(Name of person signing the agreement, and their title)*

Vendor Email: N/A *(Email of signee)*

For: Cleaning Services *(Provide a brief description of the service provided or product purchased, i.e. or "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 7/1/2022 - 6/30/2023 *(Enter beginning "to" end. **Must be 5 years 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.)

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.):**

☐ $_____ **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462): *(Purchasing Agent's approval required to purchase or lease real property or storage space.)*

■ $ 15,000 **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462): $40,000

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Digital Signatures Authorized: 08-11-2020; Signature Authority Policy: 2-15-22; Purchasing Policy Authorized: 08-16-2022
Form Revision Date:08-23-22

Attachment: Scott's Cleaning 2023 (A01) - CAO 12.21.2022-EXECUTED (1) (RES-2023-115 : Second Amendment - Agreement with Scott's

FIRST AMENDMENT TO AGREEMENT FOR CLEANING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CLEANING SERVICES, is made and entered into this 21st day of Dec. 2022 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Scott Cleaning Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 26, 2022, wherein **Contractor** agreed to provide cleaning services; and

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

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

1. Paragraph 3, "COMPENSATION," and Exhibit A, "Scope of Work and Cost Proposal," are hereby amended to provide that an additional $25,000 will be added to the original amount of $15,000, making the total compensation paid to **Contractor** the not to exceed amount of $40,000.

Except as herein amended, the Agreement dated May 26, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

Jay D. Kimble
County Administrative Officer

CONTRACTOR

Scott Vaughn, Owner
Scott's Cleaning Services

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Last Revised: 1/20/2022

Attachment: Scott's Cleaning 2023 (A01) - CAO 12.21.2022-EXECUTED (1) (RES-2023-115 : Second Amendment - Agreement with Scott's

First Amendment-Exhibit A
SCOPE OF WORK AND COST PROPOSAL

1. Scott's Cleaning Services will perform a deep cleaning of Health and Human Services Agency (HHSA) facilities and automobile vehicles, as directed by the HHSA Director or designee.

2. Scott's will submit itemized invoices for all work performed.

3. Costs are assessed in the following areas:

Rates for Year 2023	
Minimum Carpet Charge	$160.00
Labor	$60.00 per hour
Windows	$18 per window
Upholstery Cleaning	$18 per square foot
Automobile vehicle cleaning	$195 per vehicle.

4. The total amount for this agreement is not to exceed $40,000.

Attachment: Scott's Cleaning 2023 (A01) - CAO 12.21.2022-EXECUTED (1) (RES-2023-115 : Second Amendment - Agreement with Scott's

CC: Auditor COB: 5/26

D.12.c

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: May 19, 2022

From: Beth Rose Agreement with: Scott's Cleaning Services

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 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 (if NOT going to the Board)?

Yes ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. Non-standard agreements will NOT be processed without County Counsel's approval.)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Scott Vaughn, Owner *(Name of person signing the agreement, and their title)*

Vendor Email: N/A *(Email of signee)*

For: Cleaning Services *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 7/1/2022 - 6/30/2022 *(Enter beginning "to" end. **Must be 1 year 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.)

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.):**

☐ $_____ **DEPARTMENT HEADS, Under $10,000** (MCC Section 3.08.050):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☒ $ 15,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs (SAP 5.2.1.2)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

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B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Attachment: Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (RES-2023-115 : Second Amendment -

AGREEMENT FOR CLEANING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of May, 2022 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Scott's Cleaning Services ("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, 2022 and terminate on June 30, 2023 provided by this Agreement.

2. SERVICES

Contractor shall perform cleaning services as described in Exhibit A, "Scope of Work and 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 $15,000 as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (RES-2023-115 : Second Amendment -

(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

Attachment: Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (RES-2023-115 : Second Amendment -

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:

Attachment: Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (RES-2023-115 : Second Amendment -

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:
Scott's Cleaning Service
4259 Toyon Dr
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.

Attachment: Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (RES-2023-115 : Second Amendment -

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.

Attachment: Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (RES-2023-115 : Second Amendment -

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

Attachment: Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (RES-2023-115 : Second Amendment -

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

Attachment: Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (RES-2023-115 : Second Amendment -

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

Jay D. Kimble
County Administrative Officer

CONTRACTOR

Scott Vaughn, Owner
Scott Cleaning Services

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Attachment: Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (RES-2023-115 : Second Amendment -

Exhibit A
SCOPE OF WORK

1. Scott's Cleaning Services will perform a deep cleaning of Health and Human Services Agency (HHSA) facilities and automobile vehicles, as directed by the HHSA Director or designee.

2. Scott's will submit itemized invoices for all work performed.

3. Costs are assessed in the following areas:

Rates for Year 2023	
Minimum Carpet Charge	$160.00
Labor	$60.00 per hour
Windows	$18 per window
Upholstery Cleaning	$18 per square foot
Automobile vehicle cleaning	$195 per vehicle.

4. The total amount for this agreement is not to exceed $15,000.

Attachment: Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (RES-2023-115 : Second Amendment -

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-116

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Amendment - MOU with Mariposa County Health & Human Services and John C. Fremont Healthcare District

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RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Memorandum of Understanding (MOU) Between the Mariposa County Health and Human Services Agency (HHSA) and John C. Fremont Healthcare District (JCFHD) Increasing the Amount by $130,000 to a New Amount Not to Exceed $180,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

HHSA and JCFHD entered into an MOU to develop a framework of cooperation in support mutually beneficial programs. Specifically, HHSA will share the cost of services with JCFHD for the 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. During the administration of this MOU, HHSA and JCFHD discovered that the demand for services has far exceed the anticipated levels, resulting in the increased amount for this resolution request.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
There have been no previous actions by the Board for this item.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the amendment is not approved, JCFHD and HHSA will need to seek an agreement with an alternate solution and potentially disrupt a vital service requirement.

FINANCIAL IMPACT:
The resolution has no impact to the General Fund.

ATTACHMENTS:
First Amendment - MOU JCF 2023 v2 - Jan 30 2023 (PDF)
MOU - Zaks Security - JCFHD - 2023 - CAO 06.27.2022 - EXECUTED (1) (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR SECURITY SERVICES

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) FOR SECURITY SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and John C. Fremont Healthcare District, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into a Memorandum of Understanding dated June 27, 2022, wherein Contractor agreed to provide security services; and

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

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

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $130,000 will be added to the original amount of $50,000, making the total compensation paid to Contractor the not to exceed amount of $180,000.

Except as herein amended, the MOU dated June 27, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

_____

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____

Lynn Buskill, Interim CEO
John C. Fremont Healthcare District

COUNTERSIGNED:
(Government Code §25103)

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem
County Counsel

Last Revised: 1/17/2023

Attachment: First Amendment - MOU JCF 2023 v2 - Jan 30 2023 (RES-2023-116 : Amendment - MOU with Mariposa County Health & Human

cc: Auditor

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** June 24, 2022

From: Beth Rose **Agreement with:** HHSA & JC Fremont

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 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 (if NOT going to the Board)?

Yes ■ No ☐

(If Yes, provide approval to COB via email. If No, see instructions below. Non-standard agreements will NOT be processed without County Counsel's approval.)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Matthew Mattiessen, Chief Executive Officer *(Name of person signing the agreement, and their title)*

Vendor Email: N/A *(Email of signee)*

For: Zaks Security Re: Security & Observe 5150 Clients *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 7/1/2022 - 6/30/2023 *(Enter beginning "to" end. **Must be 1 year 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.)

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.):**

☐ $_____ **DEPARTMENT HEADS, Under $10,000** (MCC Section 3.08.050): *(Purchasing Agent's approval required to purchase or lease real property or storage space.)*

■ $ 50,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs (SAP 5.2.1.2)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Attachment: MOU - Zaks Security - JCFHD - 2023 - CAO 06.27.2022 - EXECUTED (1) (RES-2023-116 : Amendment - MOU with Mariposa County

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, 2022 through June 30, 2023.

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 (clients) 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 8 hours per service request per staff, plus 4 hours for travel to and from job site (minimum of $822.00 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 $50,000, which equates to maximum of 56 service calls at $822.00. 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.

Attachment: MOU - Zaks Security - JCFHD - 2023 - CAO 06.27.2022 - EXECUTED (1) (RES-2023-116 : Amendment - MOU with Mariposa County

Attachment: MOU - Zaks Security - JCFHD - 2023 - CAO 06.27.2022 - EXECUTED (1) (RES-2023-116 : Amendment - MOU with Mariposa County

- 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
Matthew Mathiessen
Chief Executive Officer
(209) 966-3612
PO Box 216
Mariposa CA 95338

Mariposa County Health and Human Services
Joe Lynch, Director

209-966-2000
PO Box 99
Mariposa CA 95338

4. COMMENCEMENT/EXPIRATION DATE:
This instrument shall become effective as of July 1, 2022 and is effective through June 30, 2023, 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.

Matthew Matthiessen, Chief Executive Officer — Date 6/24/22
John C. Fremont Healthcare District

Jay D. Kimble, County Administrative Officer — Date 6/28/22
Mariposa County

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: MOU - Zaks Security - JCFHD - 2023 - CAO 06.27.2022 - EXECUTED (1) (RES-2023-116 : Amendment - MOU with Mariposa County

MARIPOSA COUNTY

HHS/Employment and Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-117

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: CalSAWS Consortium C-IV Project County Purchase MP-01-2022

RECOMMENDATION AND JUSTIFICATION:
Approve County Purchase MP-01-2022 with CalSAWS Consortium for the acquisition of two (2) kiosks in an amount not to exceed $63,549; and authorize the Board of Supervisors Chair to sign the agreement.

Through completion of the state-required Advanced Planning Document (APD), CalSAWS Consortium approved funding allocation for purchase of hardware for Mariposa County Health and Human Services Agency (HHSA). The kiosks are intended for use in the lobbies of two (2) HHSA facilities and will serve as key tools in disseminating information to county clients.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved a Memorandum of Understanding (MOU) and Joint Exercise of Powers Agreement with CalSAWS Consortium on July 11, 2017 through Resolution No. 2017-451.

Board of Supervisors approved an amendment to the MOU and Joint Exercise of Powers Agreement with CalSAWS Consortium on March 26, 2019 through Resolution 2019-158.

Board of Supervisors approved Purchase Agreement MP 03-2019 on January 21, 2020 through Resolution No. 2020-34.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
HHSA will have inadequate resources to informing the public and determining eligibility for public assistance programs.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:
Mariposa County APD FY 22-23_ APD AL (1)(PDF)
CalSAWS County Purchase MP-01-2022 - Kiosks (Qty 2) v4 - Feb 16 2023 (PDF)

REF ID# 13624

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

DocuSign Envelope ID: CE416802-0874-4389-AF61-DE5DFE94D440

California Health and Human Services Agency
Office of Systems Integration
Statewide Automated Welfare System (SAWS) Project
2495 Natomas Park Drive, Suite 515
Sacramento, California 95833
(916) 263-3900

GAVIN NEWSOM
GOVERNOR

July 14, 2022

Julianne Sims
Mariposa County Human Services
P.O. Box 99
Mariposa, Ca. 95338

Re: Mariposa County APD FY 22-23

Dear Ms. Sims,

This approves your Fiscal Year (FY) 2022-23 request received on July 08, 2022 to purchase hardware for the Mariposa County Department of Human Services. I understand that this acquisition will be sole sourced through CDW-G in accordance with State and Federal procurement policies.

Estimated one-time maintenance and operations costs in the amount of **$118,354.00** are approved.

This approval is contingent upon the availability of state and federal funds. For claiming purposes, *this approval is for maintenance and operation costs only.* ***These costs are not eligible to be claimed as developmental costs****. Account number* ***22-22-11069*** *has been assigned as a project identification number for your claiming within the County Expense Claim Reporting Information System (CECRIS), internal tracking and audit purposes. Please now utilize this project number when claiming M&O Costs in CECRIS.* If you have questions regarding the claiming of costs, please e-mail them to fiscal.systems@dss.ca.gov

If you have other questions or concerns, please contact Sudakshina Biswas at (916) 263-0478 or email at Sudakshina.Biswas@osi.ca.gov

Sincerely,

DocuSigned by:
Daniel Brown
33AAEFB451B143C...

DANIEL BROWN
SAWS Project

cc: Analyst, Fiscal Policy Bureau, CDSS
Analyst, County Expense Claim, CDSS

Do Your Part to Help California Save Energy
To learn more about saving energy, visit the OSI web site at http://www.osi.ca.gov

Attachment: Mariposa County APD FY 22-23_ APD AL (1) (RES-2023-117 : CalSAWS Consortium C-IV Project County Purchase MP-01-2022)

Attachment: CalSAWS County Purchase MP-01-2022 - Kiosks (Qty 2) v4 - Feb 16 2023 (RES-2023-117 : CalSAWS Consortium C-IV Project

California Statewide Automated Welfare System (CalSAWS)

County Purchase MP-01-2022
Mariposa County – Kiosks (Quantity 2)

I. Overview:

Pursuant to Section 4.6 of Exhibit X (Maintenance and Operations ("M&O") Extension) of the Amended Restated and Revised Leader Replacement System Agreement dated August 16, 2019 (the "Base Agreement") between CalSAWS Consortium and Accenture LLP ("Accenture"), Mariposa County ("County") has requested to purchase two (2) kiosks for use in the lobbies of two (2) of the County's existing Managed sites, as further described in this County order form (the "County Purchase"). This County Purchase includes Hardware Charges, Software Charges, and Hardware Support Charges for the new equipment, Administrative Charges for equipment asset-tagging, imaging, and transportation, and Regulatory and Administrative ("R&A") Change Budget Services for equipment configuration, flow design support, and onsite support and training at go-live. Additionally, this County Purchase includes ongoing recurring Technical Infrastructure Services Charges for enhanced central support for the Managed kiosks.

The scope of this County Purchase includes the following:

- Hardware Charges
  - (2) HP Kiosk, includes the following:
    - 1 x MicroTouch 22-inch Touch-Projected Capacitive Touchscreen Monitor with internal privacy filter installed (includes 5-year Manufacturer's Warranty)
    - 1 x Boca Lemur-Z 80MMI Kiosk Printer (includes 3 years of Hardware Support)
    - 1 x MagTek Magnetic Stripe Reader, reads DL and CC (includes 2-year Manufacturer's Warranty)
    - 1 x Code Reader 1000 Barcode Reader (includes 4 years of Hardware Support)
  - (2) California State Recycling Fee (per Monitor)
  - (2) HP EliteDesk 800 G6 Desktop Mini PC with Intel CoreT i5-10500T Processor 2.3, 6C, 16GB DDR4 RAM, 128GB PCIe Solid State Drive, Microsoft Windows 10 Professional 64-Bit Operating System (includes 3-year Manufacturer's Warranty)
  - (2) Fujitsu FI-8170 Scanner (Type 1 Scanner), includes 1 year of Hardware Support
  - (2) Print Media (80mm x 645 ft., 8 rolls per case)
  - (1) MicroTouch 22-inch Touch Projected Capacitive Touchscreen Monitor with internal privacy filter installed (includes 5-year Manufacturer's Warranty) (Break/Fix)
  - (1) California State Recycling Fee (per Monitor) (Break/Fix)
  - (1) Boca Lemur-Z 80MM1 Kiosk Printer (Break/Fix)
  - (1) MagTek Magnetic Stripe Reader (includes 2-year Manufacturer's Warranty) (Break/Fix)
  - (1) Code Reader 1000 Barcode Reader (Break/Fix)
  - (1) HP EliteDesk 800 G6 Desktop Mini PC with Intel CoreT i5-10500T Processor 2.3, 6C, 16GB DDR4 RAM, 128GB PCIe Solid State Drive, Microsoft Windows 10 Professional 64-Bit Operating System (includes 3-year Manufacturer's Warranty) (Break/Fix)
  - (1) Fujitsu FI-8170 Scanner (Type 1 Scanner), includes 1 year of Hardware Support (Break/Fix)

- Software Charges
  - (2) Windows 10 Enterprise Upgrade License with Software Assurance
  - (2) McAfee MVISION License – 1-Year Subscription License
  - (2) McAfee Complete Data Protection License – 1-Year Subscription License

Attachment: CalSAWS County Purchase MP-01-2022 - Kiosks (Qty 2) v4 - Feb 16 2023 (RES-2023-117 : CalSAWS Consortium C-IV Project

- Hardware Support Charges
  - (2) Fujitsu FI-8170 Scanner (Type 1 Scanner) - Additional 3 years of Hardware Support
  - (1) Boca Lemur-Z 80MM1 Kiosk Printer - 3 years of Hardware Support (Break/Fix)
  - (1) Code Reader 1000 Barcode Reader - 4 years of Hardware Support (Break/Fix)
  - (1) Fujitsu FI-8170 Scanner (Type 1 Scanner) - Additional 3 years of Hardware Support (Break/Fix)

- Administrative Charges

- R&A Change Budget Services

- Production Operations Charges
  - Recurring Charges for Technical Infrastructure Services – Enhanced Central Support

Assumptions:

- *General Assumptions*
  - The charges set forth in Section III below (the "Total Charges") are an estimate and are subject to changes at the time of ordering. The estimate includes shipping/handling and taxes as appropriate. The final charges will be provided to the Consortium at the time of invoicing.
  - New equipment will initially be delivered to the CalSAWS Remote Depot in Rancho Cordova, California where Accenture staff will asset-tag and image the kiosks. Once those activities have been completed, Accenture will transport the equipment to the County.
  - Taxes for equipment items were estimated at a rate of 8.75% and based on the initial shipping location of Rancho Cordova, California.
  - Shipping/handling charges for equipment items were estimated at a rate of 3.0%.
  - Hardware, Hardware Support, and Administrative Charges will be invoiced in full upon receipt of hardware acceptance.
    - Equipment acceptance must be completed by May 31, 2023 in order for Hardware, Hardware Support, and Administrative Charges to be invoiced to the County for State Fiscal Year ("SFY") 2022/23, otherwise, these charges will be invoiced to the County for SFY 2023/24 and will require a revision/amendment to this County Purchase.
  - Software Charges will be invoiced upon receipt of the software, as software will be electronically delivered by the software vendor.
  - The Consortium will retain ownership of all software licenses purchased under this County Purchase.
  - The Consortium will transfer ownership of all hardware purchased under this County Purchase to the County, however, the equipment will continue to be CalSAWS Managed equipment.
  - Financing is not available for equipment, including those that are capital assets (i.e., items with unit prices exceeding $5,000).

Attachment: CalSAWS County Purchase MP-01-2022 - Kiosks (Qty 2) v4 - Feb 16 2023 (RES-2023-117 : CalSAWS Consortium C-IV Project

- The kiosks on this order are intended for use in the lobbies of two (2) of the County's existing Managed sites. The table below lists the address of each site and the total quantity of Managed kiosks that will be deployed at each site.

Site Address	Quantity of Managed Kiosks	Total Kiosks
5362 Lemee Lane, Mariposa, CA 95338	1	1
5026 Broadway Road, Coulerville, CA 95311	1	1
	2	**2**

- After installation, future moves of the kiosks to different County offices would result in additional Administrative Charges and R&A Change Budget Services. These charges would be provided to the County via a separate County Purchase.
- Administrative Charges are included in this County Purchase for Accenture staff to perform the following tasks:
  - Asset-tag, image, and transport two (2) kiosks.
- R&A Change Budget Services will be worked and invoiced on a time and materials ("T&M") basis. Invoices for such charges will be submitted to the Consortium monthly in arrears, and the Consortium will, in turn, invoice the County. R&A Change Budget Services are included in this County Purchase for Accenture staff to perform the following tasks:
  - Provide up to four (4) hours for kiosk configuration. This estimate is based on up to two (2) hours per kiosk for configuration.
  - Provide up to sixteen (16) hours of support prior to deployment of the kiosks to assist the County with its definition and creation of the process flows for the kiosks' initial deployment.
    - This estimate is based on up to eight (8) hours of assistance for the creation of one (1) process flow per site for the two (2) County sites where the kiosks will be deployed. These charges are based on two (2) process flows for the kiosks on this order.
    - Although Accenture assistance will be provided to the County, the County will fully own the responsibility of defining and creating the process flows for the application on the kiosks.
  - Provide up to sixteen (16) hours of on-site support and training following deployment of the two (2) kiosks. The Accenture resource(s) will be available to the County for eight (8) hours per day. This estimate is based on up to eight (8) hours of on-site support and training per site for the two (2) County sites.
  - Accenture staff will work with the County to develop a schedule for providing support following approval of this County Purchase.
    - R&A Change Budget Services will be worked and invoiced in SFY 2022/23, through May 31, 2023. If the County requests for hours to be performed during SFY 2023/24, then a revision/amendment to this County Purchase would be required.
    - Accenture and County will monitor the hours for R&A Change Budget Services and discuss the addition of more hours if necessary. Any additional hours required for R&A Change Budget Services would result

Attachment: CalSAWS County Purchase MP-01-2022 - Kiosks (Qty 2) v4 - Feb 16 2023 (RES-2023-117 : CalSAWS Consortium C-IV Project

in additional charges. These additional charges would be provided to the County in a separate County Purchase.

- The County will be responsible for monthly recurring Technical Infrastructure Services Charges for enhanced central support for the two (2) Managed kiosks on this order.
  - These recurring Technical Infrastructure Services Charges will apply to the two (2) kiosks once deployed and in use and are based on an estimate of up to four (4) hours per month per kiosk.
  - Recurring Technical Infrastructure Services Charges for enhanced central support are estimated to commence April 1, 2023 and continue through the end of State Fiscal Year 2023/24, May 31, 2024.
  - These Technical Infrastructure Services Charges will be invoiced on a time and materials ("T&M") basis. These charges are based on an estimate of four (4) hours of support per month per kiosk.
    - Accenture will monitor the hours for enhanced central support and discuss the addition of more hours with the County if necessary. Any additional hours required for ongoing support of the kiosks would result in additional Technical Infrastructure Services Charges. These additional Charges would be provided to the County in a separate County Purchase.
    - Recurring Technical Infrastructure Services Charges will be invoiced monthly in arrears to the Consortium, who will then invoice the County.
  - Enhanced central support for the kiosks includes the following:
    - Service requests would be transferred directly to Level 3 support to analyze, investigate, diagnose, and resolve tickets submitted by the County related to the kiosks.
    - Process support would be provided to the County for any changes or updates to the process flows on the kiosks following deployment.
    - Management and administering of accompanying third-party manufacturer Hardware and Software during the CalSAWS Maintenance and Operations ("M&O") Project would be provided.
    - Regular maintenance activities and upgrades for the Managed devices would be provided:
      - Install and configure software updates and patches.
      - Monitor production devices, including monitoring servers, applications, and webservices.
      - Troubleshoot problems and incidents with the Lobby client and server infrastructure.
      - Provide and maintain application availability.
  - Enhanced central support excludes any enhancements to the CalSAWS custom applications for the kiosks.
- The County must (1) approve this County Purchase and (2) provide the corresponding approved Advance Planning Document ("APD") from the Office of Systems Integration ("OSI") that supports this purchase by March 7, 2023 in order to proceed with this purchase. Otherwise, the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.

Attachment: CalSAWS County Purchase MP-01-2022 - Kiosks (Qty 2) v4 - Feb 16 2023 (RES-2023-117 : CalSAWS Consortium C-IV Project

- *Assumptions regarding kiosks*
  - The kiosks on this order will include the following equipment:
    - Kiosk enclosure;
    - Desktop computer;
    - Touchscreen monitor;
    - Receipt Printer;
    - Magnetic stripe reader;
    - Barcode scanner;
    - Desktop scanner.
  - This County Purchase includes one (1) of each of the following spare equipment for break/fix purposes:
    - Desktop computer;
    - Touchscreen monitor;
    - Receipt Printer;
    - Magnetic stripe reader;
    - Barcode scanner;
    - Desktop scanner.
  - The County will be responsible for storing the kiosks and kiosk equipment until installation/deployment. The County-provided storage facility must be capable of holding all equipment at the outset of this project.
  - The County will be responsible for choosing the most appropriate location where each kiosk will be placed and used by customers.
    - The location for each kiosk should have accessibility to electrical power outlets.
    - A CalSAWS network jack will be required at the installation site of the kiosks. If a network jack is not available, then the County will be responsible for obtaining one.
    - The County is responsible for all facility-related work including, but not limited to the following: electrical, data/electrical cabling, HVAC, and furniture.
    - This County Purchase does not include any external power strips for the kiosks.
  - The County will be responsible for set up and installation of the kiosks.
    - Due to the size and stability of the kiosks, it is recommended that the County anchor the kiosks to the floor for safety. Additionally, it is also recommended that County anchor the electrical plug to the power outlet to prevent unauthorized plugging.
  - Installation of the kiosks on this order does not include the following:
    - Permits, bonds, and/or fees;
    - Hazardous material abatement;
    - Independent testing fees other than specified;
    - Electronic voice/data connectivity equipment (i.e., network components or phone systems);
    - Network drops to access points;
    - Electrical cabling;
    - Facility remediation;
    - Heating, ventilation, and air conditioning;
    - Battery backup or other type systems;
    - Outside plant conduit installation or repair;

Attachment: CalSAWS County Purchase MP-01-2022 - Kiosks (Qty 2) v4 - Feb 16 2023 (RES-2023-117 : CalSAWS Consortium C-IV Project

Attachment: CalSAWS County Purchase MP-01-2022 - Kiosks (Qty 2) v4 - Feb 16 2023 (RES-2023-117 : CalSAWS Consortium C-IV Project

        - Trenching in, restoration of, cutting, or patching of asphalt, concrete, or landscape.
    - This County Purchase includes one (1) case of eight (8) rolls of receipt paper for each kiosk. Once this supply has been exhausted, the County will be responsible for the purchase and installation of replacement rolls. The County is also responsible for other consumables for the printer in the kiosks (toner, etc.).
    - The County will be responsible for the purchase and installation of scanner maintenance kits for the scanners for the kiosks on this order.
    - All MicroTouch touchscreen monitors are purchased with five (5)-year manufacturer's warranties from the date of purchase (unless noted otherwise). Once the manufacturer's warranties have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals.
    - All Boca printers are purchased with three (3)-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals.
    - All MagTek magnetic stripe readers are purchased with two (2)-year manufacturer's warranties from the date of purchase (unless noted otherwise). No additional hardware support is available for the magnetic stripe readers on this order. Once the manufacturer's warranties have expired, the County will be responsible for funding any hardware refreshes.
    - All barcode readers are purchased with four (4)-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals.
    - All HP desktop computers are purchased with three (3)-year manufacturer's warranties from the date of purchase (unless noted otherwise). Once the manufacturer's warranties have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals.
    - All Fujitsu scanners are purchased with four (4)-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals.
    - No support is available for the kiosk integration/enclosures on this order.
    - All Microsoft Windows 10 Enterprise Upgrade licenses are purchased with Software Assurance agreements from the date of purchase (unless noted otherwise). Once the Software Assurance agreements have expired, the County will be responsible for funding any refreshes.
        - Microsoft Software Assurance agreements provide key administrator features and security, as well as maintaining up-to-date versioning of the Windows 10 Enterprise product.
    - All McAfee MVISION licenses and McAfee Complete Data Protection licenses are purchased with one (1)-year software agreements from the date of purchase (unless noted otherwise). Once the software agreements have expired, the County will be responsible for funding any software renewals.

- The following Performance Requirements set forth in Schedule 7 (Performance Requirements) to Exhibit X (CalSAWS M&O Extension) of the Base Agreement will apply to the kiosks purchased under this County Purchase:
  - Performance Requirement #4 - Monthly Helpdesk Diagnosis Time
  - Performance Requirement #17 - Security Management Requirement
  - Performance Requirement #18 – Security Incident Reporting
  - Performance Requirement #19 – Security Incident Negligence

  Performance Requirements other than those listed above will not apply to the kiosks purchased under this County Purchase.

Attachment: CalSAWS County Purchase MP-01-2022 - Kiosks (Qty 2) v4 - Feb 16 2023 (RES-2023-117 : CalSAWS Consortium C-IV Project

II. Schedule:

The charges associated with this County Purchase will be incurred during SFYs 2022/23 and 2023/24.

III. Total Charges:

The following table outlines the Total Charges for this County Purchase.

Total County Purchase Charges	SFY 2022/23	SFY 2023/24	SFY 2024/25	Total Charges
Administrative Charges	**$1,164**	**$0**	**$0**	**$1,164**
R&A Change Budget Services	**$6,264**	**$0**	**$0**	**$6,264**
Hardware and Software Charges	**$39,545**	**$0**	**$0**	**$39,545**
Hardware Charges	$37,066	$0	$0	$37,066
Hardware Maintenance and Support Charges	$1,693	$0	$0	$1,693
Software Charges	$786	$0	$0	$786
Software Maintenance and Support Charges	$0	$0	$0	$0
Production Operations Charges	**$2,368**	**$14,208**	**$0**	**$16,576**
One Time Charges	$0	$0	$0	$0
Recurring Charges - Production Operations	$0	$0	$0	$0
Recurring Charges - Technical Infrastructure Services	$2,368	$14,208	$0	$16,576
Total Charges	**$49,341**	**$14,208**	**$0**	**$63,549**

IV. References:

This purchase will be tracked via ServiceNow Request RITM0028702.

V. Attachment 1 to the County Purchase MP-01-2022 – Pricing Schedules

Attachment: CalSAWS County Purchase MP-01-2022 - Kiosks (Qty 2) v4 - Feb 16 2023 (RES-2023-117 : CalSAWS Consortium C-IV Project

COUNTY PURCHASE APPROVAL

Subject: **County Purchase – MP-01-2022**

The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

Mariposa County

By:_____

Printed Name:_____

Title: _____

Date:_____

Approved As to Form
Mariposa County Counsel

By:_____

Printed Name:_____

Title: _____

Date:_____

Notice Address:
5362 Lemee Lane
Mariposa, CA 95338

CalSAWS Consortium

By:_____

Printed Name:_____

Title:_____

Date:_____

Notice Address:
CalSAWS Consortium
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670-4481

Attachment: CalSAWS County Purchase MP-01-2022 - Kiosks (Qty 2) v4 - Feb 16 2023 (RES-2023-117 : CalSAWS Consortium C-IV Project

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: PAC Re-Appointments Creative Placemaking Strategy Advisory Committee

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RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Xavier Dubois, Kim Brisack, Cara Goger, and Abby Miller to the Creative Placemaking Strategy Advisory Committee (CPSAC) for Terms to Expire February 28, 2026.

All have expressed interest in continuing their service on this Committee.

Currently there are two vacancies on this Committee which will continue to be advertised.

Terms and vacancies are noticed per the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Dubois, Brisack, Goger, were all originally appointed on March 13, 2018.
Miller was originally appointed October 15, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not re-appointing members who are willing to serve may result in a lack of quorum and the inability to conduct future CPSAC meetings.
.

FINANCIAL IMPACT:
None

ATTACHMENTS:
230106 BISACK Redact AP (PDF)
230109 GOGER Redact Ap (PDF)
230118 DUBOIS Redact Ap (PDF)
230216 MILLER Redact Ap (PDF)
230217 CPSAC Vacancy (PDF)

Agenda Item - No Resolution Requested 2023-27

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Creative Placemaking Advisory Committee

Supervisorial District in which you Reside: 2

Length of Residency in the County: 7.5 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Kim

Last Name:
Brisack

Mailing Address:
[redacted]

Email Address:
[redacted]

Are you Over 18 Years of Age:
Yes

Employment Status: Self-employed

Employer's Name:

Employer's Address:

Day Telephone Number:
[redacted]

Cell Phone Number:
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
I have served on this board since its founding and I find it to be not only incredibly interesting, but also ectremely helpful for those of us in the North County to understand the desire to improve all aspects of living in Mariposa County.

Please list prior/current appointments to other Boards/Commissions/Committees:
I have served on the Yosemite Mariposa County Tourism Bureau Board of Directors for six years and I served on the Mariposa County Chamber of Commerce for 3 years.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230106 BISACK Redact AP (2023-27 : PAC Re-Appointments Creative Placemaking Strategy Advisory Committee)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

My partner and I own Big Table Ranch in Coulterville, where we host small events like music concerts, yoga retreats, farm to table dinners, etc. We also own Coulter Cafe where we host live music on our patio during the summer and we display art from local artists.

We are very active in our community and have been promoting various forms of art through our businesses.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

No.

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
No	Variable	Yes

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.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 05JAN2023 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230106 BISACK Redact AP (2023-27 : PAC Re-Appointments Creative Placemaking Strategy Advisory Committee)

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Creative Placemaking Strategy Advisory Committee

Supervisorial District in which you Reside: 3

Length of Residency in the County: 10

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Cara

Last Name:
Goger

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
yes

Employment Status: employed

Employer's Name:
Mariposa County Arts Council

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I've had the honor of serving on the Creative Placemaking Strategy Advisory Committee since it's inception and am deeply invested in the work this committee is doing to implement the County's Creative Placemaking Strategy.

Please list prior/current appointments to other Boards/Commissions/Committees:
Californians for the Arts Board Member 2020 - present
California Arts Alliance Board Member 2020 - present
Alliance for Community Transformation, Board Member, 2015-2017

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Attachment: 230109 GOGER Redact Ap (2023-27 : PAC Re-Appointments Creative Placemaking Strategy Advisory Committee)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

PROFESSIONAL BIO
Cara Goger joined the Mariposa County Arts Council, Inc. in 2012 as Executive Director and oversees the entire organization and its staff. Ms. Goger holds a graduate degree in Political Science/International Relations and, before taking the helm at the Mariposa County Arts Council, worked for eight years with the AjA Project providing photography-based educational programming to youth affected by war and displacement and the Museum of Photographic Arts serving as the primary artist-in-residency for the Museum's senior programming (55+) and lead instructor for the School in the Park's 5th grade program. Ms. Goger brings 15+ years of experience at engaging a variety of audiences with the careful study and exploration of art, with particular attention to projects that facilitate representative community engagement and creative placemaking.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

No

Resumé Attached:
yes

Time(s) you have available to attend meetings (days, evenings, etc.):
Third Monday of the month at noon.

Do you have transportation?
yes

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.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: Jan 9, 2023 Signature: Cara Goger

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230109 GOGER Redact Ap (2023-27 : PAC Re-Appointments Creative Placemaking Strategy Advisory Committee)

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: Creative Placemaking Advisory Committee

Supervisorial District in which you Reside: District 4

Length of Residency in the County: 8 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Xavier

Last Name: Dubois

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: yes

Employment Status: Employed

Employer's Name: Kenwood Solutions Group

Employer's Address: [redacted]

Day Telephone Number: [redacted]

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:

I'd like to continue the work and build on the momentum of our Advisory Board. We are seeing much fruition in the last year and I'm excited to see our projects being fulfilled in Mariposa County and in service of our Community.

Please list prior/current appointments to other Boards/Commissions/Committees:

Mariposa County Chamber of Commerce, President & Director (past)
Economic Development Corporation of Mariposa County, Treasurer and Board Member (past)
Creative Placemaking Advisory Committee (term expiring in January 2023)

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230118 DUBOIS Redact Ap (2023-27 : PAC Re-Appointments Creative Placemaking Strategy Advisory Committee)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I've been working with our team for 3 years and have learned much in regards to Creative Placemaking and its role to create powerful engagements in the areas of focus.

I strongly connected with the Mariposa community through various boards, positions and interests and believe that I can support succesful implementations, launches and messaging with our community.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

No

Resumé Attached:
No

Time(s) you have available to attend meetings (days, evenings, etc.):
Our current schedule works and we

Do you have transportation?
Yes

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.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: January 17, 2023 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230118 DUBOIS Redact Ap (2023-27 : PAC Re-Appointments Creative Placemaking Strategy Advisory Committee)

RECEIVED

FEB 16 2023

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

Name of Board, Commission or Committee for which you are applying: Creative Placemaking Strategic Advisory Committee

Supervisorial District in which you Reside: District 4

Length of Residency in the County: 2 years

First Name: ~~Miller~~ am Abby

Last Name: Miller

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: Yes

Employment Status: F/T

Employer's Name: Mariposa County Library

Employer's Address: [redacted]

Day Telephone Number: [redacted]

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
I have served on the committee for the past year and really value being a part of the conversation regarding public art projects in Mariposa County.

Please list prior/current appointments to other Boards/Commissions/Committees:
CPSAC for past year

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230216 MILLER Redact Ap (2023-27 : PAC Re-Appointments Creative Placemaking Strategy Advisory Committee)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I am a registered art therapist who has worked in a variety of clinical and educational settings. I currently work at the Mariposa Library, where I strive to bring creative programming to the community.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain: I work for the library, and when I got this position I confirmed that was not a conflict of interest to continue serving on the committee.

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
✓ w/previous appl; Carol Suggs has on-file	Monthly meetings as Scheduled	Yes

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.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 2/16/23 Signature: Abby Miller

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230216 MILLER Redact Ap (2023-27 : PAC Re-Appointments Creative Placemaking Strategy Advisory Committee)

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

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

NOTICE OF TWO (2) SPECIAL VACANCIES ON THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE (CPSAC)

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

- Mariposa County Arts Council
- Mariposa Chamber of Commerce
- Yosemite-Mariposa County Tourism Bureau
- Mariposa County Economic Development Corporation
- American Indian Council of Mariposa County
- Yosemite National Park
- Sierra Foothills Conservancy
- Transportation Center Citizens Advisory Committee
- Local business owners
- Practicing artists and creators

The purpose and functions of the CPSAC shall be to:

a. Help design and implement activities like workshops and open houses to involve the community in establishing Mariposa County's Creative Placemaking Strategy.
b. Provide insight into the kinds of placemaking projects, programs, and policies that can help achieve the General Plan's vision.
c. Coordinate with staff and consultants to inventory existing local placemaking resources, identify areas of opportunity, and provide other content to make the Creative Placemaking Strategy effective.
d. Provide periodic feedback to the Board of Supervisors regarding the success of the Creative Placemaking Strategy.

Membership terms are for 3 years, expiring the last day of February. One vacancy is to fill an unexpired term which ends February 28, 2025, and one is to fill an unexpired term which ends February 28, 2023, but if not filled until after February 28, 2023, the new expiration will be February 28, 2026.

Meetings of this committee are generally held on the 2nd Monday of the month at noon at the Mariposa County Government Center located at 5100 Bullion Street, Mariposa CA.

Persons interested in serving on the committee must complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line at:
http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId= .
Completed applications need to be sent to the Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338,
For more Information visit the County Website or contact: Mikey Goralnik, Senior Community Design and Development Planner, Mariposa County Planning Department Telephone: (209) 742-2222; email: mgoralnik@mariposacounty.org

Posting Locations:

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

Reposting Posting Date: 2/17/23 Deadline for Submission: Until Filled

Attachment: 230217 CPSAC Vacancy (2023-27 : PAC Re-Appointments Creative Placemaking Strategy Advisory Committee)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-118

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Waive Encroachment Fee - Hornitos Enchilada Dinner

RECOMMENDATION AND JUSTIFICATION:
Authorize Public Works to Waive the Encroachment Permit Fee of $188.00 for the 74th Annual Hornitos Enchilada Dinner on March 4, 2023, from 3:00 PM to 8:00 PM.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is the 74th Annual Hornitos Enchilada Dinner, which is organized and Sponsored by the Hornitos Patrons Club, a non-profit group serving the community of Hornitos and Mariposa County. In past events, the Board has waived the Encroachment Fee.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not approved, there would be a financial hardship on the Hornitos Patrons Club.

ATTACHMENTS:
Letter to the Board23 (PDF)
Enchilada dinner encroachment ap23(PDF)
Enchilada Feed Insurance23 (PDF)
Flyer23 (PDF)
Enchilada Assemblage Permit (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13836

James Steed

From: Mary Ann Visher <maryannvisher@gmail.com>
Sent: Tuesday, ~~February 04, 2020~~ 12:50 PM 2-13-23
To: ~~James Steed~~
Subject: Fwd: Hornitos Patrons Club

---------- Forwarded message ---------
From: **Delores Ortiz** <hornitospatronsclub@gmail.com>
Date: Tue, Feb 4, 2020 at 12:01 PM
Subject: Hornitos Patrons Club
To: jsneed@mariposacounty.org <jsneed@mariposacounty.org>
CC: maryannvisher@gmail.com <maryannvisher@gmail.com>

Mariposa County Board of Supervisors:

I am writing to you to request an encroachment fee waiver for jthe 74th Enchilada Dinner to be held in Hornitos on March 4th, 3:30-8. For this night we would like to use the park, the plaza, and the Stagg Hall. In the past we have had over 1200 visitors during the afternoon and evening, but much depends on the weather. A normal event feeds about 800 people. The Patrons Club began as the Hornitos PTA in 1949 and then eventually became the Patrons Club when the school closed down. We have a long history of helping both the Hornitos and Mariposa communities with the funds we manage to raise with our two events, the Enchilada Dinner in March and the Hornitos Flea Market in October.

Examples of our donations over the years include supporting Mariposa County's Field of Service, Sober Grad, Scholarships to Mariposa High students, Manna House, Cancer Walk, sponsoring Mariposa County Fair Award, assisting foster children who are aging out, donating move-in kits to foster children attending UC Merced, helping both 4-H and FFA students attend leadership trips, giving backpacks and school supplies to local students, and helping both flood and fire victims in Hornitos. In addition, we donated to the shade area and the barbecue in the park, benches, and built the roof over the Wells Fargo wall. We have many ongoing projects such as providing a public pay phone for area residents/visitors, overseeing the repair of the siding on St. Catherine's Church, having the cemetery sprayed for weeds, paying to repair some broken headstones in the cemetery, and redoing the inside of the church with new flooring and paint. In addition, we are working toward a project to include the Hornitos School, as well as brass plaques for the town's historical sites.

Please call me if you have questions at 382-7062.

Mary Ann Visher

MaryAnn Visher

Attachment: Letter to the Board23 (RES-2023-118 : Waive Encroachment Fee - Hornitos Enchilada Dinner)

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 2-13-23 Building Permit #: _____

APPLICANT: Hornitos Patrons Club

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Hornitos Plaza 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_____
- ☐ OTHER (EXPLAIN BELOW)

74th Annual Hornitos Enchilada Dinner
March 4th 2023

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

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: _____

5. ADDRESS OF PARCEL: _____

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.: _____

DATE ISSUED: _____

PHONE NUMBER: (209) 382-7062

OWNERS NAME: Hornitos Patrons Club

PRINTED NAME OF APPLICANT: Mary Ann Fisher

SIGNATURE OF APPLICANT: Mary Ann Fisher

MAILING ADDRESS: P. O. Box 341
Hornitos Ca. 95325

Attachment: Enchilada dinner encroachment ap23 (RES-2023-118 : Waive Encroachment Fee - Hornitos Enchilada Dinner)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/11/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: CL Central
Barlocker Insurance Agency, Inc. License #0580438 1164 Olivewood Dr. Merced CA 95348	PHONE (A/C, No, Ext): (209)383-0220 FAX (A/C, No): (209)383-5124 E-MAIL ADDRESS: Broker
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Hornitos Patrons Club P O Box 341 Maryanne Visher Hornitos CA 95325	INSURER A: Travelers Indemnity Company of Connecti 25682 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22/23 master **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:	X		660462R5278	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Damage to Rental Premises	$ 500,000 $ 300,000 $ 5,000 $ 500,000 $ 1,000,000 $ 1,000,000 $ 300,000
	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)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

re: Stag Hall, Hornitos Park, Hornitos Plaza and High Street

County of Mariposa is named as Additional Insured with repects to General Liability per endorsements CGD411(04-08). Insurance is Primary Non-Contributory

CERTIFICATE HOLDER

jbaker@mariposacounty.org; ki

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

Amy zcRackham/AMRACK

Amy Rackham

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Attachment: Enchilada Feed Insurance23 (RES-2023-118 : Waive Encroachment Fee - Hornitos Enchilada Dinner)

POLICY NUMBER: I-660-462R5278-TCT-21

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

THE FOLLOWING ADDITIONAL INSURED CG D4 11 IS AMENDED TO READ AS FOLLOWS:

COUNTY OF MARIPOSA
5100 BULLION ST.
MARIPOSA, CA 95338

REGARDING USE OF:
STAG HALL #2884
BEAR VALLEY RD.
HORNITOS PARK, HORNITOS PLAZA AND HIGH STREET
HORNITOS, CA 95325

Attachment: Enchilada Feed Insurance23 (RES-2023-118 : Waive Encroachment Fee - Hornitos Enchilada Dinner)

POLICY NUMBER: I-660-462R5278-TCT-21

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 05-14-21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

COUNTY OF MARIPOSA
5100 BULLION ST.
MARIPOSA, CA 95338

REGARDING USE OF:
STAG HALL #2884
BEAR VALLEY RD.
AND AS PER CG T8 00

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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Attachment: Enchilada Feed Insurance23 (RES-2023-118 : Waive Encroachment Fee - Hornitos Enchilada Dinner)

74th ANNUAL
2023

★★★ HORNITOS ★★★

SAT. MARCH 4TH

ENCHILADA

DINNER

3:00 pm - 8:00 pm

★ DINNER

CHOICE OF TWO ENCHILADAS OR CHICKEN PIE, BEANS, SALSA, GARLIC BREAD, COLESLAW, SHERBET CUP, COFFEE AND PUNCH

DINE IN - TAKE OUT

ENTERTAINMENT ★★★

RAIN OR SHINE!!!

STAG HALL

2884 Bear Valley Road, Hornitos, Ca.

$20.00 ADULT - $9.00 CHILD





LOCAL CRAFT VENDORS

HORNITOS PATRONS CLUB IS A NON-PROFT GROUP
SERVING HORNITOS AND MARIPOSA COU

Attachment: Flyer23 (RES-2023-118 : Waive Encroachment Fee - Hornitos Enchilada Dinner)

Hornitos Enchilada Dinner

APPLICATION FOR PUBLIC ASSEMBLAGE PERMIT

Pursuant to Mariposa County
Code Chapter 8.28

TO: Mariposa County Sheriff's Department

APPLICATION DATE: 2/13/2023

SCHEDULED DATE OF EVENT: March 4, 2023 TIME: 3:PM - 8:00 PM.

EXACT LOCATION OF EACH ACTIVITY: Bear Valley Road

NUMBER OF PEOPLE ATTENDING: (Reasonable estimate): 600 or more

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.)

74th Annual Hornitos Enchilada Dinner

WILL FOOD, BEVERAGES, OR ALCOHOLIC BEVERAGES BE SOLD, PROVIDED, OR CONSUMED?

IF YES, PLEASE GIVE DETAILS. Yes Enchilada, Bean Salsa Cole Slaw, Garlic Bread,

PLEASE LIST MODE, EXTENT, AND NATURE OF ADVERTISING: San Joaquin Valley Newspapers, Local

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. Mary Ann Usher P.O. Box 388 Hornitos 95325 209 382-706
2. Shawn Burns P.O. Box 387 Hornitos 95325 209 988-8937
3. Delores Ortiz, McNamara Rd. Merced 95340 209 723-8142
4.
5.
6.

If more space is needed, please attach on separate page.

Attachment: Enchilada Assemblage Permit (RES-2023-118 : Waive Encroachment Fee - Hornitos Enchilada Dinner)

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: 2-13-23 Mariposa County Fire
Sanitation Facilities: Mariposa County Public Works
Police Protection: Mariposa County Sheriff's Dept.
Zoning & Land Use: Mariposa Planning Dept
Parking & Traffic Control: California Highway Patrol
Emergency Medical Services: Adv C. Frembut
Insurance/bond; Barlocker Insurance
ABC License number (if applicable): No

COPIES TO BE SENT OR TAKEN TO THE FOLLOWING AGENCIES FOR SIGNATURE AND APPROVAL OR DISAPPROVAL: (Must be returned to Sheriff's Office within 10 days.)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire		2-14-23			
Health Dept.		2/13/23	see attached		2/13/23
Hospital		✓			2/13/23
Planning		✓ 2/13/23			2/13/23
CHP	180:8	2/14/2023			2/14/2023
*Sheriff		2/14/23	—	—	2/14/23
Other: PWD		✓	none		2-13-23

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

Mary Ann Visher 2/13/2023
APPLICANT Hornitos Patrons Club

P.O. Box 341, Hornitos CA. 95325
ADDRESS

209 382-7062 R/209 316-1511 cell
PHONE NUMBER

Attachment: Enchilada Assemblage Permit (RES-2023-118 : Waive Encroachment Fee - Hornitos Enchilada Dinner)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-119

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Update on West Westfall Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:
Accept the Emergency Repair Work on West Westfall Road as Complete; Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3); Approve an Agreement with Palmer Tractor in the Amount Not to Exceed $270,949.81; and Authorize the Board of Supervisors Chair to Sign the Agreement(Subject to Approval as to Legal Form by County Counsel).

Palmer Tractor of Mariposa successfully completed all work necessary to reopen the road.

The County pays emergency work using a time and materials methodology with a fixed profit. Staff will return to the Board with an informational item of all emergency repair costs once invoicing is complete.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 24, 2023, the Board approved an Agreement with Palmer Tractor for a Not to Exceed Amount of $100,000. The final cost is $270,949.81. Staff did not properly estimate the cost of repairs for an 8 ft. diameter pipe repair. There was no opportunity to stage materials at the site and there was significant effort to control the water.

Pursuant to Public Contract Code section 22050(c)(1), the Board reviewed the emergency action at its regularly scheduled meeting on February 21st, and determined by a four-fifths vote that there was a need to continue the action.

This is the third and final update.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:
These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022.

REF ID# 13858

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-120

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke Construction

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RECOMMENDATION AND JUSTIFICATION:
Approve Change Order No.1 for Adult Detention Facility Roof Repairs with Burke Construction to Increase Compensation by $6,636; and Authorize the Public Works & Transportation Director to Sign the Change Order.

The Adult Detention Facility has a history of leaking and the skylight frames were a major source of these problems. Burke Construction removed and replaced nine skylights on the Adult Detention Facility for $25,254. A decision was made to have the Contractor perform additional patching of damaged areas observed during construction.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This Change Order exceeds the 10% Authority granted to the Public Works & Transportation Director and requires Board Approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and the Contractor will not be paid for additional work that was necessary to complete the repair. Good facility maintenance saves money and extends the life of existing County facilities.

FINANCIAL IMPACT:
The Project is funded in 1001-220-70112.

ATTACHMENTS:
Burke Construction Contract (PDF)
CCO No. 1 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13869

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: 11/02/22

From: Melinda Rice Agreement with: Burke Diversified DBA Burke Construction Co.

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 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 (if NOT going to the Board)?

Yes ☐ No ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Jason Burke, Owner *(Name of person signing the agreement, and their title)*

Vendor Email: jb978897@gmail.com *(Email of signee)*

For: Skylight replacement at Adult Detention Facility *(Provide a brief description of the service provided or product purchased, i.e. or "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 11/01/22 to 6/30/23 *(Enter beginning "to" end. **Must be 5 years 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.)

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.):**

☐ $_____ **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462): *(Purchasing Agent's approval required to purchase or lease real property or storage space.)*

☒ $25,254 **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Digital Signatures Authorized: 08-11-2020; Signature Authority Policy: 2-15-22; Purchasing Policy Authorized: 08-16-2022
Form Revision Date:08-23-22

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Skylight Replacement at Adult Detention Facility

DATE: November 3, 2022

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: Burke Diversified dba Burke Construction Co., 15115 Torrey Pines Circle, Chowchilla, CA 93610

LICENSE NO: 1028504

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement **(Contract Sum)** is $25,254, to be paid as **(check one)**: (1) ☐ lump sum; (2) X lump sum with progress payments; (3) X per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of $25,254. All payments **(check one)**: X shall ☐ shall not be subject to a five percent (5%) retention.

Contractor's hourly rates are listed in Appendix A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 20 working days of Commencement Date.

Final Completion Date: Within 10 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars ($500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars ($500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

A. Appendix A – Scope of Work and Contractor Cost Proposal

B. Appendix B – General Conditions

C. Appendix C – Insurance

D. Appendix D – Construction Performance Bond

E. Appendix E – Construction Labor and Materials Payment Bond

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

County of Mariposa, Public Works 4639 Ben Hur Rd., Mariposa, CA 95338

COUNTY OF MARIPOSA

81A8C69812B
Jay D Kimble
ZorroSign
By: _____
Jay D. Kimble
County Administrative Officer

CONTRACTOR:

Name: Burke Diversified DBA Burke Construction Co.

81A8C698135
Jason Burke
ZorroSign
By: _____
Jason Burke, Owner

APPROVED AS TO FORM:

81A8C698121
Steven W. Dahlem
ZorroSign
By: _____
Steven W. Dahlem
County Counsel

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

Appendix A to Construction Services Agreement

SCOPE OF WORK

DESCRIPTIONS OF BID ITEMS AND BASIS OF PAYMENT:

Bid Item No. 1 – Remove and Replace 9 Skylights

Work shall include removal and replacement of nine (9) skylights, and all associated work, labor, materials, tools, and equipment required for this scope of work. Care is to be taken when removing the existing skylights as to not damage any additional roofing or interior skylight well materials. Assessment of the skylight well is to be made prior to installing the new skylights. Removed materials, tools and debris cannot be on the ground during construction. Removed materials and construction debris are to be directly put into a debris box and tools are to be secured at the end of day. At the end of each working day, the site is to be walked to ensure roof and grounds are clear of all construction debris. All construction debris is to be disposed of into a debris box to later be disposed of at a landfill or recycling center.

Each skylight removed is to be completely replace by the end of each day, no skylight well is to be temporally secured.

Construct 9- 4-foot by 4-foot (4'x4') fixed mill framed domed dual pane clear acrylic skylights, and all associated work. Skylight's interior and exterior are to be cleaned per manufactures recommendations at the end of the project. Interior of skylight wells are to be cleaned of fingerprints, smudges, and tool markings, repainted as necessary; it is the contractor's responsibility to keep the skylight wells clean and damage free.

Fixed curb mount domed skylights

1. Manufacturer: Subject to compliance with requirements, available manufacturer offering product but not limited to, the following:
   a. VELUX
   b. J.C. Barry Skylights
2. 4-foot by 4-foot (4'x4') or metric sizes equivalent.
3. Fixed curb mount, thermoformed dual domed clear smooth acrylic

Contract bid item 1 shall be paid on a unit lump sum (LS) basis for all 9 locations.

Bid Item No. 2 – Skylight Roof Restoration

Skylight Roof Restoration shall consist of assessment and preparatory work to restore the skylight built-up roof, and all associated work, labor, materials, tools, and equipment required for a complete leak-free roof.

Construction materials, tools and or debris cannot remain on the ground during construction, materials and tools are to be placed on the roof, and construction debris is to be put directly into a debris box. At the end of each working day the site is to be walked to ensure roof and ground are clear of all construction debris, materials may remain on the roof, and tools and equipment are to be secured. All construction debris is to be disposed of into a debris box to later be disposed of at a landfill or recycling center.

Contract bid item 2 shall be measured on a unit lump sum (LS) basis.

Bid Item No. 3 – Mobilization / Bonds / Permit Fees

Mobilization shall consist of preparatory work and operations, including but not limited to

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those necessary for the movement of personnel, equipment, supplies, debris boxes, bonds, insurance, permits and incidentals to the project site; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various contract items on the project site. It shall also include demobilization of equipment and personnel upon completion of construction.

Contract bid item 3 shall be measured on a unit lump sum (LS) basis.

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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

October 20, 2022

SKYLIGHT REPLACEMENT – MARIPOSA ADULT DETENTION FACILITY PROJECT
PROJECT No.

ADDENDUM #1

INITIAL THE ADDENDUM AS ACKNOWLEDGEMENT WITH BID PROPOSAL

Clarification / Amendment:

1. Skylight dimension size clarification: project states 4-foot by 4-foot, existing skylights measure 53-inch by 53-inch, County requesting to replace in-kind.

2. Skylights to be accessorized with the Thermal Break option.

Bid Opening is unchanged. October 27, 2022 @ 2:00pm

Matt Hespenheide 10/20/2022
Matt Hespenheide, County Engineer

Acknowledged by Burke Diversified dba Burke Construction Co.

Jason E. Burke, President 10/26/2022

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CONTRACTOR COST PROPOSAL

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

BID SCHEDULE

Skylight Replacement - Mariposa Adult Detention Facility
5379 Highway 49 North

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE ($)	TOTAL PRICE ($)
1	REMOVE AND REPLACE 9 SKYLIGHTS	LS	1		18,169.00
2	SKYLIGHT ROOF RESTORATION	LS	1		5,212.00
3	MOBILIZATION / BONDS / PERMIT FEES	LS	1		1,873.00
				TOTAL	25,254.00

Contract, if awarded, will be to the lowest responsive and responsible bidder of the Total

AMOUNT OF BID, WRITTEN OUT:

Twenty-five Thousand Two Hundred Fifty-Four DOLLARS

CONSTRUCTION COMPANY NAME:

Burke Diversified dba Burke Construction Co.

CLASS: B & C-39 LICENSE No.: 1028504 PWCR (DIR) No.: 1000061093

SIGNATURE OF BIDDER: _____ DATE: 10/26/2022

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Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

1.01 **Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed),and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 **No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 **Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 **Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 **Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by

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any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

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 Owner, Contractor shall indemnify, defend, and hold Owner harmless 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 Owner.

2.03 **Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), 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. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. 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.

2.04 **Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 **Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. 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, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 **Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204, 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for

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default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in County of Mariposa, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 Employee Wages; Records; Apprentices. Contractor shall pay prevailing wages to its employees on any contract in excess of $1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) $15,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or 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 Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, 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, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

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2.13 Public Records Act. Contractor is aware that this Agreement and any documents provided to the Owner 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 the Contractor to clearly identify information in those documents it considers to be confidential under the California Public Records Act. To the extent that Owner agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

2.14 Claims. Contractor is hereby informed that Public Contract Code Section 9204 provides:

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:
   (a) Cover letter and certification;
   (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
   (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
   (d) Chronology of events and correspondence:
   (e) Analysis of claim merit;
   (f) Analysis of claim cost; and
   (g) Attach supporting documents referenced in paragraph 2.14,C.1(c), above..

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:
      (1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement

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identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.

(2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

(3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner 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.

(5) For claims under $375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

(6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

(7) Failure by the Owner 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.

(8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her 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 Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

(10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

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3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.

(a) For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

(b) Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

(c) Procedure:

(1) The Claim must be in writing, submitted in compliance with all requirements of General Conditions including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in the General Conditions or elsewhere in the Contract Documents.

(2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond,and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, 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 Claimant submits its written claim as set forth herein, 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.

(End of Appendix B)

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Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$1,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than **[$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[$1,000]** payable by Contractor.

3. Workers' Compensation Employers' Liability limits not less than **[$1,000,000]** each accident, **[$1,000,000]** per disease and **[$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:

5.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. 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 the Owner has received a waiver of subrogation endorsement from the insurer.

5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

5.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above. Contractor shall furnish the Owner 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 the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

11. 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.

(End of Appendix C)

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

BURKDIV-01 VKUMAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2022

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

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

PRODUCER License # 0C36861 Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720	CONTACT NAME: Nicolette Limon PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: nlimon@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Landmark American Insurance Company — 33138
INSURED Burke Diversified, DBA Burke Construction Co. 15115 Torrey Pines Circle Chowchilla, CA 93610-7911	INSURER B : Ohio Security Insurance Company — 24082
	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 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	LHA142001	7/19/2022	7/19/2023	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	BAS60099512	7/19/2022	7/19/2023	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 $			LHA254197	7/19/2022	7/19/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] 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	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Replacement of nine (9) skylights at the Adult Detention Facility located at 5379 CA 49 North, Mariposa, CA 95338 in Mariposa County. Mariposa County and Owners are included as Additional Insureds on primary and non-contributory basis, waiver of subrogation applies. Thirty (30) Days' Notice of Cancellation applies.

Endorsement(s) Attached:
General Liability - Additional Insured

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
Mariposa County Department of Public Works 4639 Ben Hur Road Mariposa, CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nicolette Limon

ACORD 25 (2016/03)

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Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

BURKE-1 OP ID: PR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2022

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

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

PRODUCER Pacific Ag Ins.-Chowchilla 216 W. Robertson Blvd Suite A Chowchilla, CA 93610 David Alexander 559-665-3434	CONTACT NAME: David Alexander PHONE (A/C, No, Ext): 559-665-3434 FAX (A/C, No): 559-665-2411 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : State Compensation Ins Fund — 35076
INSURED Burke Construction Co 15115 Torrey Pines Circle Chowchilla, CA 93610	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 INSD	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 Y / N			9235465-2022	07/19/2022	07/19/2023	☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

PROJECT LOCATION: 5379 CA-46 NORTH-MARIPOSA CA 95338

BLANKET WAIVER OF SUBROGATION

CERTIFICATE HOLDER

MARIPOSA COUNTY
DEPT OF PUBLIC WORKS
439 BEN HUR ROAD
MARIPOSA, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pamela Richardson

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The ACORD name and logo are registered marks of ACORD

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS
PERFORMANCE BOND

(To Accompany Contract)

Bond No. EACX4025833

WHEREAS, the County of Mariposa, acting by and through the Department of Public Works, has awarded to Contractor BURKE DIVERSIFIED DBA BURKE CONSTRUCTION CO, **hereafter designated as the "Contractor", a contract for the work described as follows:**

Skylight Replacement – Mariposa Adult Detention Facility

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof.

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mariposa in the sum of Twenty Five Thousand, Two Hundred and Fifty Four dollars ($ 25,254.00), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and hold harmless the County of Mariposa, its elected and appointed officials, officers, employees, agents and volunteers, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 28 day of October , 2022 .

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

12890 Lebanon Road
Mount Juliet, TN 37122-2870

BURKE DIVERSIFIED DBA BURKE CONSTRUCTION CO.
Contractor

Endurance Assurance Corporation
Name of Surety (SEAL)

Kim Wilson By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

See attached Notary Acknowledgement

State of California
County of _____

On _____ Before me, _____ ,
(here insert the name and title of the officer)

Notary Public, personally appeared
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.

WITNESS my hand and official seal.

Signature _____ (Seal)

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

2697

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Steven P. Edwards, Lyn Genito, Kim Wilson, Bonnie Gonzalez** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

AMY TAYLOR NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 28 day of October, 2022

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

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)
) ss
County of Fresno)

On October 28, 2022 before me, Bonnie Gonzalez, Notary Public, personally appeared Kim Wilson, 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.

BONNIE GONZALEZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2368139
FRESNO COUNTY
My Comm. Exp. July 27, 2025

(Seal)

Signature: Bonnie Gonzalez
Bonnie Gonzalez, Notary Public

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS
PAYMENT BOND
(Section 3247, Civil Code)

Bond No. EACX4025833

WHEREAS, The County of Mariposa, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor BURKE DIVERSIFIED DBA BURKE CONSTRUCTION CO. hereafter designated as the "Principal", a contract for the work described as follows:

Skylight Replacement – Mariposa Adult Detention Facility

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

~~NOW, THEREFORE~~, ~~we the undersigned Principal and Surety are held firmly bound to the County of Mariposa in~~ the sum of Twenty Five Thousand, Two Hundred and Fifty Four dollars ($ 25,254.00), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

~~That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or~~ amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the ~~Surety will pay a reasonable attorney's fee to be fixed by the court.~~

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 28 day of October , 2022 .

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

12890 Lebanon Road
Mount Juliet, TN 37122-2870

BURKE DIVERSIFIED DBA BURKE CONSTRUCTION CO.
~~Contractor~~

Endurance Assurance Corporation
Name of Surety **(SEAL)**

Kim Wilson By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT
State of California
County of _____

See attached Notary Acknowledgement

On _____ Before me, _____
(here insert the name and title of the officer)

Notary Public, personally appeared _____
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.

~~WITNESS my hand and official seal.~~

Signature _____ (Seal)

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

2697

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Steven P. Edwards, Lyn Genito, Kim Wilson, Bonnie Gonzalez** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

AMY TAYLOR NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 28 day of October, 20 22

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

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)
) ss
County of Fresno)

On October 28, 2023 before me, Bonnie Gonzalez, Notary Public, personally appeared Kim Wilson, 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.

BONNIE GONZALEZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2368139
FRESNO COUNTY
My Comm. Exp. July 27, 2025

(Seal)

Signature: Bonnie Gonzalez
Bonnie Gonzalez, Notary Public

Attachment: Burke Construction Contract (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke

STATE OF CALIFORNIA – County of Mariposa

Sheet 1 of 1

CONTRACT CHANGE ORDER

Change Requested by: Engineer [X] Contractor [ ]

CCO No.	Suppl. No.	Contract No.	Project	Federal/State Number(s)
1		78025	Adult Detention Facility - Replace Skylights PWEN-5501-2307	N/A

To Burke Diversified DBA Burke Construction Co., Contractor.

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the Director of Public Works & Transportation.***

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

Spot Patch Repairs throughout Entire Roof

Initial Investigation @ 6-hrs including 15% Markup	$794.00
2-men @ 16-hrs including 15% Markup	$4,232.00
Roof Patching Materials, Supplies and Fuel including 15% Markup	$1,610.00
Total	**$6,636.00**

Estimated Cost: [ ] Decrease [X] Increase

Original Contract Amount $25,254.00 Total CCO's Amount: $6,636.00 Percentage: 26.28% Adjusted Contract Amount: $31,890.00

By reason of this order the time of completion will be adjusted as follows:

Additional 5 Working Days will be added to the contract performance period

Submitted by Associate Engineer		
Signature	Joan Zierott	**Date**
Approved by County Engineer		
Signature	Matt Hespenheide	**Date**
Approved by Director of Public Works & Transportation		
Signature	Shannon Hansen	**Date**
Approved As to Form by County Counsel		
Signature	Steve Dahlem	**Date**

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Contractor Acceptance by	**Contractor: Burke Diversified DBA Burke Construction Co. (#1028504)**	
Signature	**(Print name & title)**	**Date**

Attachment: CCO No. 1 (RES-2023-120 : Approve Change Order No. 1 for Adult Detention Facility Roof Repairs with Burke Construction)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-121

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve an Agreement with Ranch Fence for Guardrail Replacement

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Ranch Fence for Minor Roadway Guardrail Repair Projects in the Amount Not to Exceed $75,347; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

The project includes repairs to three guardrail locations on Old Toll Road, Ranchito Road, and Greeley Hill Road. In addition to the guardrails, radar speed signs are proposed on Smith Road near the hospital and on Main Street in Coulterville. On January 31, 2023 the following four bids were received:

1. Ranch Fence, Mariposa, CA $75,347
2. Dirt & Aggregate, Fairview, OR $93,900
3. Midstate Barrier, Stockton, CA $99,800
4. Kogler Enterprises, Oakhurst, CA $236,613.88

Radar speed signs are an effective traffic calming tool because the signs will alert drivers of their speed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board not approve the contract award, staff must find an alternative method to repair the guardrails. The existing guardrails are damaged and could pose a potential risk to drivers. The new guardrails will satisfy modern MASH standards.

FINANCIAL IMPACT:
The Project is funded by the Roads Fund 300 and SB1.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13864

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-122

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Authorize a Letter of Thanks to Napa County

RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Thanks to Napa County for Allowing Mariposa County to use Their Emergency Services Officer, Kendra Boyer for Oak Fire Recovery

Mariposa County was able to learn and create relationships with State partners because of Ms. Boyers knowledge and reputation. With her help 2,906 hazard trees were removed and 37,619.24 tons of debris.

Napa County allowed her to assist us while they continued to pay her salary, Mariposa County paid her travel expenses. For this, Our County is extremely grateful to Napa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved letters such as these in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Miss the opportunity to thank another County for their assistance during a disaster.

ATTACHMENTS:
K. Bowyer Letter of Appreciation - To be printed on Letterhead (DOCX)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13875

Attachment: K. Bowyer Letter of Appreciation - To be printed on Letterhead (RES-2023-122 : Authorize a Letter of Thanks to Napa County)

March 7th, 2023

Napa County Board of Supervisors
Attn: Joelle Gallagher (District 1), Ryan Gregory (Chair, District 2), Anne Cottrell (District 3), Alfredo Pedroza (District 4), Belia Ramos (District5)
1195 3rd Street, Ste. 310
Napa, CA 94559

To the Board of Supervisors, County of Napa,

As the Chair of the Board of Supervisors for the County of Mariposa, we would like to formally recognize the tremendous efforts of Kendra Bowyer, Emergency Services Officer for the County of Napa. She assisted extensively in recovery efforts in Mariposa County after the devastating 2022 Oak Fire. Her unceasing efforts and extensive knowledge of the recovery process ensured that the survivors received all services due them, including debris removal, providing for a safe and expeditious return to their properties.

Kendra's role as the Local Disaster Recovery Coordinator providing oversight for the Debris Removal Operations Center was vital to establishing operations and the relationship with the CalOES representatives. With her help, we confidently and rapidly removed 37,619.24 tons of debris and 2,906 hazard trees.

She quickly became a trusted member of the team. Relying on her prior disaster experience, Kendra guided County activities and provided oversight of the contractors charged with debris removal. Kendra knew exactly how each relationship should function and she was vital in ensuring that the work was completed on time and to a standard of quality that we needed.

Her kindness, generosity, and positive attitude have been an inspiration to all of us.

We are grateful to the County of Napa for allowing us the opportunity to work with Kendra and the Board and her leadership in allowing her to share her expertise with us.

Best Regards,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

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

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Public Comment on Non-Agenda Items - March 7Th, 2023, Meeting

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Public Comment on Non-Agenda Items, March 7Th, 2023, Meeting:

- Comments regarding reinstating the call-in line for Public Comment.

ATTACHMENTS:
Lorraine Freeman _Redacted (PDF)

RESULT: INFORMATION RECEIVED

Danielle Bondshu

From: Lorraine Freeman [redacted]
Sent: Friday, March 3, 2023 6:27 PM
To: Board Clerk
Subject: PUBLIC COMMENT NON-AGENDA ITEM

Could you consider buying a snowmobile and/or a SnowCat for the Search and Rescue Team? We recently had an elder who was trapped by the snow and was unable to pick up his canisters of oxygen. The rescuers did not have effective equipment to speedily bring him canisters of oxygen. It was a life-threatening emergency and it was extremely difficult to help this person. The equipment mentioned above would have helped immensely. Thank you.

Lorraine Freeman

--

"There is no reason why good cannot triumph as often as evil. The triumph of anything is a matter of organization. If there are such things as angels, I hope that they are organized along the lines of the Mafia." Kurt Vonnegut

Attachment: Lorraine Freeman _Redacted (13890 : Public Comment on Non-Agenda Items - March 7Th, 2023, Meeting)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-123

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Ratifying Proclamation of a Local Emergency Due to Late February Snow Events 2023

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

Over 6,000 Mariposa residences have been without power. Many of these customers are situated in populated communities and are inaccessible due to downed trees and total snow accumulation, which has resulted in an extremely high volume of requests for assistance.

On March 1st, 2023, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued the attached Proclamation, declaring a local emergency.

Pursuant to Government Code Section 8630, whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the Governing Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not ratify the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:

.

ATTACHMENTS:
Snow Event - Sheriff Proclamation - Signed (PDF)
Resolution - Snow Event (DOC)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Shannon Poe, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

PROCLAMATION BY THE DIRECTOR OF EMERGENCY SERVICES FOR THE COUNTY OF MARIPOSA, STATE OF CALIFORNIA, PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY AND REQUESTING STATE AND/OR FEDERAL RESOURCES TO ASSIST WITH RECOVERY EFFORTS

WHEREAS, Section 8630 of the Government Code and Chapter 2.80 of the Mariposa County Code empower the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session; and

WHEREAS, Mariposa County has already been adversely impacted by the effects of five other local emergencies such as, the Oak Fire, COVID-19, Tree Mortality, the 22/23 Atmospheric Weather Event and now the Late February Snow Events that have strained and depleted County resources; and

WHEREAS the Director of Emergency Services does hereby find that existing and threatened conditions that imperil the safety of persons and property have arisen within Mariposa County, caused by continuous and repetitive significant winter snowstorms starting 02/23/2023; and

WHEREAS, these extreme storms are causing ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structures within Mariposa County, the extent of which has not been completely compiled; and

WHEREAS, damaged infrastructure may yet be discovered and will likely occur for many more days, including debris removal, snow removal, and continued damage assessment and repair; and

WHEREAS over 6,000 residences are without power with these areas being highly populated and are inaccessible due to snow accumulation and trees into the roadways, resulting in hundreds of requests for assistance having been received; and

WHEREAS, the County of Mariposa has already deployed all of its available resources; and

WHEREAS the County is seeking financial assistance from the California Office of Emergency Services Director or the Office of the Governor of the State of California under the California Disaster Assistance Act (CDAA) program and any and all applicable federal resources.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the County of Mariposa; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, and by ordinances and resolutions of this County; and that this emergency proclamation shall expire 7 days after issuance unless confirmed and ratified by the Board of Supervisors of the County of Mariposa.

Dated: March 1st, 2023

By: _____
JEREMY BRIESE
Director of Emergency Services

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO LEGAL FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Snow Event - Sheriff Proclamation - Signed (RES-2023-123 : Ratifying Proclamation of a Local Emergency Due to Late February

MARIPOSA COUNTY RESOLUTION NO.

A RESOLUTION RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND REQUESTING STATE AND/OR FEDERAL RESOURCES TO ASSIST WITH RECOVERY EFFORTS

WHEREAS, Section 8630 of the Government Code mandates that a local emergency may be proclaimed by the governing body of a local agency, or, if it has been previously declared by an official designated by the governing body, such local emergency must be ratified within 7 days by the governing body of the local agency; and

WHEREAS Mariposa County has already been adversely impacted by the effects of multiple other local emergencies over the past two years such as the Oak Fire, COVID-19, Tree Mortality, Drought, the Mono Wind Event, and the 22/23 Atmospheric River Event that have strained and depleted County resources; and

WHEREAS the Director of Emergency Services does hereby find that conditions have arisen which threaten the safety of persons and property within Mariposa County as a result of late February snow causing continuous and repetitive snowstorms with heavy accumulation; and

WHEREAS, starting on February 23rd, 2023, these snowstorms have caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structures within Mariposa County, the extent of which has not been completely compiled; and

WHEREAS damaged infrastructure may yet to be discovered and will likely occur for many more days including, but not limited to, debris removal, snow removal, and continued damage assessment and repair; and

WHEREAS, the County of Mariposa has deployed all available resources and future snowfall is predicted; and

WHEREAS Sheriff Jeremy Briese, acting as the director of emergency services, proclaimed the existence of a local emergency on March 1st, 2023; and

WHEREAS the County is seeking financial assistance from the California Office of Emergency Services Director or the Office of the Governor of the State of California under the California Disaster Assistance Act (CDAA) program.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the County of Mariposa; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, and by ordinances and resolutions of this County; and that this emergency proclamation shall expire 7 days after issuance unless confirmed and ratified by the Board of Supervisors of the County of Mariposa.

IT IS FURTHER ORDERED that the Director of Emergency Services, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Mariposa for the purpose of assessing damage within Mariposa County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that the Director of Emergency Services, or his designee, is hereby designated as the authorized representative for public assistance, and the Director of Emergency

Attachment: Resolution - Snow Event (RES-2023-123 : Ratifying Proclamation of a Local Emergency Due to Late February Snow Events 2023)

Services, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Mariposa for purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 7th day of March 2023, 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

Attachment: Resolution - Snow Event (RES-2023-123 : Ratifying Proclamation of a Local Emergency Due to Late February Snow Events 2023)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-124

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Adopt County-Wide Safety and Loss Prevention Manual

RECOMMENDATION AND JUSTIFICATION:

Adopt County-Wide Safety and Loss Prevention Manual.

The purpose of the Safety and Loss Prevention Manual is to ensure the safety and health of Mariposa County employees, create a centralized location for all safety programs, and update safety programs to comply with California OSHA- Title 8 Regulations.

The Manual is a collection of Mariposa County's independent safety and health programs. Some policies in the Manual will apply to all employees while other policies will only apply to specific employees performing specific duties. Each policy identifies occupational exposure to hazards, communication of hazards, written procedures, reporting, training and recordkeeping requirements.

The contents of the Safety and Loss Prevention Manual are as follows:

A. GENERAL SAFETY POLICIES

1. Safety Plan
2. New Employee Safety Orientation
3. Injury, Illness & Prevention Program
4. Code of Safe Practices
5. Construction Safety Meetings
6. Hazard Communication
7. Emergency Action Plan
8. Heat Illness Prevention Program
9. Ergonomics Program
10. Bloodborne Pathogen Program
11. Evacuation Policy & Procedure

12. Portable Fire Extinguishers

B. INDUSTRIAL POLICIES

13. Powered Industrial Truck Program
14. Respiratory Protection Policy
15. Personal Protective Equipment
16. Ladder Safety Program
17. Hearing Conservation Noise
18. Excavation Trenching Shoring
19. Asbestos Awareness
20. Lead Awareness
21. Lockout Tagout
22. Confined Spaces
23. Electrical Safety
24. Compressed Gas Cylinders
25. Welding Safety

C. ADMINISTRATIVE AND REFERENCE POLICIES

26. Workplace Injury and Illness Reporting
27. Medical Surveillance
28. Health and Safety Audits
29. OSHA Inspection Policy
30. Job Hazard Analysis
31. Safety and Health Org Listing
32. Elevated Work Guide

Employees will have access to all safety and health policies through the Safety and Loss Prevention Manual. Mariposa County expects all employees to participate in creating a safe work environment by observing safe work practices, policies, and procedures at all times. Employees shall not engage in any work practice that is unsafe or is contrary to law, County policy or procedure, or accepted safe work practices.

County Counsel/Risk Management staff worked closely with Steve Wilmes, Safety Consultant, in developing this manual and included programs. The Mariposa County Safety Committee unanimously voted to recommend that the Safety and Loss Prevention Manual be brought to the Board of Supervisors for adoption and implementation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 1991 and 2005, the Board approved Resolution Nos. 91-181 and 05-44 which, respectively, created a County Ad Hoc Safety Committee, and then established an Injury, Illness & Prevention Program ("IIPP") for the County.

In 2015, the County's Human Resources/Risk Management office engaged the services of Travis Clemmer, Senior Loss Prevention Specialist with the County's insurance and loss prevention agency, California State Association of Counties - Excess Insurance Authority ("CSAC-EIA"), to review the County's existing IIPP and make recommended corrections and changes where needed to comply with legal requirements and corresponding best practices. Updates to the IIPP were reviewed by County staff, before being approved by the Board with Resolution No. 15-329.

In 2017, the Board approved Resolution Nos. 17-402, 17-403, 17-404, 17-405, and 17-521 which, respectively, established a Hazard Communication Program, Heat Illness Prevention Plan, Hearing Conservation Program, Lock Out/Tag Out Program, and Respiratory Protection Program.

In 2021, the County Counsel/Risk Management office engaged the services of Steve Wilmes, Safety Consultant, to develop an Ergonomics Program and to provide ergonomic assessment training. The Board established the Countywide Ergonomics Program with the adoption of Resolution No. 21-399.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may decide not to adopt this Manual, but a negative vote would mean that the County would not be in compliance with current California OSHA- Title 8 Regulations.

ATTACHMENTS:
000 TABLE OF CONTENTS (PDF)
00 Safety and Loss Prevention Manual (PDF)
01 Safety Plan (PDF)
02 New Employee Safety Orientation (PDF)
03 Injury Illness Prevention Program (PDF)
04 Code of Safe Practices (PDF)
05 Construction Safety Meetings (PDF)
06 Hazard Communication (PDF)
07 Emergency Action Plan (PDF)
08 Heat Illness Prevention Program (PDF)
09 Ergonomics Program (PDF)
10 Bloodborne Pathogen Program (PDF)
11 Evacuation Policy & Procedure (PDF)
12 Portable Fire Extinguishers (PDF)
13 Powered Industrial Truck Program (PDF)
14 Respiratory Protection Policy (PDF)
15 Personal Protective Equipment (PDF)
16 Ladder Safety Program (PDF)
17 Hearing Conservation Noise (PDF)
18 Excavation Trenching Shoring (PDF)

19 Asbestos Awareness (PDF)
20 Lead Awareness (PDF)
21 Lockout Tagout (PDF)
22 Confined Spaces (PDF)
23 Electrical Safety (PDF)
24 Compressed Gas Cylinders (PDF)
25 Welding Safety (PDF)
26 Workplace Injury and Illness Reporting (PDF)
27 Medical Surveillance (PDF)
28 Health and Safety Audits (PDF)
29 OSHA Inspection Policy (PDF)
30 Job Hazard Analysis (PDF)
31 Safety and Health Org Listing (PDF)
32 Elevated Work Guide (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

COUNTY OF MARIPOSA SAFETY AND HEALTH PROGRAM AND POLICY TABLE OF CONTENTS

GENERAL SAFETY POLICIES

00 Safety and Loss Prevention Manual
01 Safety Plan
02 New Employee Safety Orientation
03 Injury Illness Prevention Program
04 Code of Safe Practices
05 Construction Safety Meetings
06 Hazard Communication
07 Emergency Action Plan
08 Heat Illness Prevention Program
09 Ergonomics Program
10 Bloodborne Pathogen Program
11 Evacuation Policy & Procedure
12 Portable Fire Extinguishers

INDUSTRIAL POLICIES

13 Powered Industrial Truck Program
14 Respiratory Protection Policy
15 Personal Protective Equipment PPE
16 Ladder Safety Program
17 Hearing Conservation Noise
18 Excavation Trenching Shoring
19 Asbestos Awareness
20 Lead Awareness
21 Lockout Tagout
22 Confined Spaces
23 Electrical Safety
24 Compressed Gas Cylinders
25 Welding Safety

Attachment: 000 TABLE OF CONTENTS (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

ADMINISTRATIVE AND REFERENCE POLICIES

26 Workplace Injury and Illness Reporting
27 Medical Surveillance
28 Health and Safety Audits
29 OSHA Inspection Policy
30 Job Hazard Analysis
31 Safety and Health Org Listing
32 Elevated Work Guide

Attachment: 000 TABLE OF CONTENTS (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

SAFETY AND LOSS PREVENTION MANUAL

County Health and Safety Policy

Mariposa County developed and implemented the safety and loss prevention manual to ensure the safety and health of all of its employees while allowing us to improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services. It is important to understand what the safety and loss prevention manual truly is. The manual is a collection of the County's independent safety and health programs. Think of the manual as a library housing a collection of works. Some policies in the manual will apply to all employees while other policies will only apply to specific employees performing specific duties.

As an employee of Mariposa County, you will have access to all safety and health policies through the Safety and Loss Prevention Manual. Mariposa County expects each of you to participate in creating a safe work environment by observing safe work practices, policies, and procedures at all times. As an employee of Mariposa County, you shall not engage in any work practice that is unsafe or is contrary to law, County policy or procedure, or accepted safe work practices. Specific information on reporting hazards and injuries is outlined in the Injury and Illness Prevention Plan.

Sincerely,

Steven W. Dahlem
County Risk Manager
Mariposa County

Adopted ____/23 with Res. 2023-_____

Attachment: 00 Safety and Loss Prevention Manual (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

MARIPOSA COUNTY [NAME OF DEPARTMENT]
SAFETY PLAN

PURPOSE

The purpose of this Safety Plan is to provide a brief synopsis of the various safety programs in the County and highlight the important aspects of each program to help you achieve our mission of improving the quality of life in Mariposa County through active community engagement and efficient delivery of outstanding public service.

CONTENTS

Section I: Risks

Section II: Programs & Processes

Section III: Training

Section IV: Testing and Inspections

SECTION I: RISKS

1. Ergonomic Related Risks

A. Fatigue and Repetitive Motion-Related Injuries

Common injuries related to improperly designed workstations include headaches, neck fatigue, back pain, and carpal tunnel syndrome. These injuries can be painful and chronic, and impact your ability to work long-term. Symptoms and injuries can be greatly reduced with good workstation ergonomics and assist you in a rewarding career.

B. Injuries Related to Lifting

Lifting items with incorrect form or lifting items that are too heavy for a single person can result in serious back injuries. These injuries can be devastating and intensely painful for you, resulting in costly worker's compensation claims for the County.

Attachment: 01 Safety Plan (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

2. Risk of Injury Related to General Housekeeping

A. Items Left or Stored in Walkways/Corridors

Storing items in walkways or corridors, even temporarily, presents a potential risk to the lives and the safety of employees. Unnoticed pieces of furniture can create tripping hazards or injuries caused by employees bumping into them. Items blocking walkways or corridors may create obstacles in evacuation routes during an emergency. Such obstacles can create serious injury or even death. Store items in designated places or long-term storage facilities only.

B. Liquid or Debris Left in Areas That Could Pose Tripping or Slipping Hazards

Water puddles, small ice sheets, oil spills, trash, leaves, sticks, rocks, etc. are all examples of tripping or slipping hazards. They may be found inside or outside our buildings and pose a great risk of personal injury to you and our clients. Other hazards may include uneven cement or pavement, potholes, broken floor tiles, and lifting or torn carpet. These should be reported immediately to maintenance so they can be corrected as quickly as possible. Warning signs should be posted near the hazard when a hazard can't be remedied immediately.

C. Dangerously Stacked Items

Stacking items meant to be stored should be done with caution. Sometimes items in boxes are too heavy for the boxes on the bottom, crushing the lower item and posing a risk of collapse onto staff members. Also, stacking oddly shaped items or boxes on top of each other, or stacking items too high could potentially create a risk of collapse which could injure staff members. Be certain when stacking items that they are not stacked too high or awkwardly. The Department Safety Representative can assist in assessing these potential hazards if needed.

D. Proper Storage of Chemicals, Cleaning Supplies, and Flammable Materials

Storing chemicals and flammable materials outside of their designated areas can cause harm and injury to staff and to the public. Chemicals, toxic cleaning supplies, and flammable materials must be stored in their designated storage spaces only.

E. Lighting

Proper lighting must be provided in all areas to prevent injury. When light bulbs are dark, they should be reported to maintenance for repair. Dim lighting can cause tripping and collision hazards. They can also result in headaches for some people.

Attachment: 01 Safety Plan (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

3. Fire Related Risks

A. Extension Cords and Power Strips

Improper use of power strips and extension cords is a leading cause of structure fires. Being informed of the County protocol in regards to proper use of extension cords and power strips is absolutely necessary to avoid costly damage and serious injury. No power strip shall be plugged into another power strip and no extension cord shall be utilized for a period longer than 30 days. If power is needed longer, contact Maintenance to install new outlets.

B. Personal Heaters in Cubicles

The improper use of personal heaters is a major fire risk for an office building. They can cause combustible items, such as paperwork and decorations to burst into flames without warning. They can also overload circuits causing circuits to shut down, resulting in unexpected downtime. Ensure any heater has a minimum of three feet of space from furniture and walls.

C. Use of Candles and Oil Diffusers

The use of candles and oil diffusers is prohibited. Using these is an extreme fire risk and requires approval from the Fire Department.

D. Excess Paper and Combustible Decorations in Cubicles

Cleanliness and order are essential in a cubicle or workspace. Not only does it affect efficiency, but it can also reduce the risk of fire. Paper is fuel for a fire. Fire will feed on paper and paper decorations, intensifying a fire, and making it more difficult to extinguish.

E. Smoking

Smoking is a fire danger when lit cigarettes are discarded into dry vegetation, under cars with excessive oil on the chassis or ground, or in garbage containers filled with paper and other combustibles. Smoking outside of designated areas, and carelessly discarding burning cigarette butts can result in great monetary loss, as well as personal injury and death.

4. Workplace Violence

A. Unidentified Objects

Packages and objects that are left behind by unknown people pose a great risk of personal injury. Packages should never be touched until they have been confirmed to be safe. Report suspicious packages to the Sheriff's Department.

Attachment: 01 Safety Plan (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

B. Verbal or Physical Threats or Acts of Violence

Verbal threats and physical acts of violence must always be taken seriously. Safety for everyone involved is the primary concern. Law enforcement should always be notified. There is a high risk of injury with violence.

C. Active Shooter

An active shooter poses an imminent risk of injury and death. Training is essential to reduce this risk. You should attend all required training. In addition, review your exits and places of cover and concealment in your buildings and the buildings you frequent.

5. Bloodborne Pathogens

Bloodborne pathogens pose a risk of illness to people who come in contact with it. The risk of illness can be found in blood, vomit, feces, and any other bodily fluid. Illness can also be contracted by an accidental stick of a used needle or any other infected sharp object. Illnesses include human immunodeficiency virus (HIV), hepatitis B (HBV), and hepatitis C (HCV), among other illnesses.

6. Injury Through the Lack of Awareness of Surroundings

Whether walking, running, sitting, or standing, it is important to be aware of one's surroundings. A stalker or an attacker is at an advantage when their subject is unaware of their presence. Also, moving objects such as vehicles, falling tree limbs, debris blowing in the wind, and slipping and tripping hazards, are all examples of possible risks of injury to someone who is not aware of their surroundings.

SECTION II: PROGRAMS AND PROCESSES

1. Action Plans

A. Ergonomics

The County is dedicated to offering assistance for the safety and well-being of its employees. Part of this assistance includes assistance with the prevention of one of the most common injuries in an office environment, injuries related to repetitive motion and ergonomics.

To assist with this, the County maintains staff members that are certified in ergonomic assessment. At the request of any employee, an assessment can be performed, and a workstation can be designed and created to meet the ergonomic

Attachment: 01 Safety Plan (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

needs of the requesting employee. While this is a voluntary action, it is highly encouraged for all staff members.

B. Proper Lifting Technique

Employees that are required to lift heavy objects will be trained in proper lifting techniques, two-person team lifting, and lifting weight limits. These individual training sessions can be conducted by the Department Safety Representative (DSR).

When lifting, the back should remain in alignment, and bending should be performed at the knees. The object should be held close to your body with both hands and stabilized around waist height.

Employees shall be able to lift the weight specified in their job description without assistance. Employees should keep their bodies conditioned with stretching, strength training, and proper nutrition to ensure they can lift throughout their career.

C. Bloodborne Pathogens

Bloodborne pathogens are found in many bodily fluids. These fluids are primarily blood, vomit, and feces/urine. When encountering bodily fluids, self protection and the protection of everyone in the immediate vicinity is of primary importance. Tiny blood droplets pose an airborne risk to all people in near proximity to the hazard. Facilities should be contacted immediately.

Facilities will quarantine the area by taping off the entire infected area plus a minimum of fifteen additional feet in each direction away from the hazard. Paper towels may be laid over the spill to prevent splashing and reduce airborne contaminants. A BBP cleanup team will be called immediately to come and clean up the infected area. If gloves or paper towels are used by anyone other than a member of the BBP team, they must be disposed of within the “Red Bag” by the BBP team. Never throw away infected materials in a regular litter container.

All people immediately in the infected area must wash their hands with soap immediately. If bodily fluid is splashed on their clothing, they should change their clothing, and wash their clothing using bleach as soon as possible, or dispose of their clothing at a contaminated material disposal site. If bodily fluid is splashed on their face or near an open wound, they should go to the nearest hospital immediately for cleaning and treatment. All incidents should be reported to management as soon as possible.

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D. First Aid

First aid for minor injuries such as small cuts, burns, and ankle twists can be treated immediately by the injured employee or a peer. First aid kits are available in labelled cabinet(s) located in:

_____

These first aid kits are restocked as needed according to the monthly safety inspection, or at the request of a staff member.

First aid kits do not contain medicine such as aspirin or pain killers as per County policy.
For injuries that are larger than those that can be treated using a first aid kit, there are materials to help control bleeding. However, people with these more severe injuries should be transported to a hospital immediately for treatment. Dial 9-1-1 immediately.

In the event of a heart attack or loss of consciousness, dial 9-1-1 immediately. People should be assisted by a person with a first aid certification. An automated external defibrillator (AED) is available at _____.

E. Threats/Acts of Violence

Threats and violence are a reality. All threats and violent interactions should be reported immediately to a supervisor or manager. For the safety of the staff and others, it is very important that all acts of violence and threats be taken seriously.

- **Bomb Threats –** A threat of violence such as a bomb threat, whether made over the phone, via text, or in person must always be taken seriously. It should be reported to management as soon as possible, and law enforcement should be called. The building should be evacuated to the alternate evacuation meeting site which is furthest from the building. As in all evacuation events, no one should leave from the evacuation meeting site. All employees must be accounted for. Also, people leaving on foot or in vehicles may be obstructions or even hazards for emergency personnel.

  When receiving a phone call of a bomb threat, the person receiving the call should remain calm. They should signal for another employee to contact management and to call law enforcement. They should try to keep the person making the threat on the line, attempting to gain as much information as possible. Primary information to gain includes the identity of the person making

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the threat, the reason for the threat, and the location and type of the explosive device. Any information gained will be helpful in locating the bomb for safe removal, and in the investigation and apprehension of the person making the threat.

- **Verbal and Physical Violence –** If someone becomes verbally aggressive or abusive, the staff member should attempt to find ways to calm the situation down. If the staff member feels threatened by the possible escalation of physical violence, they should seek help immediately.

  Acts of violence that involve a weapon are the most serious forms of violence. Law enforcement should be notified immediately through calling 911. There are panic buttons located in: _____ should they be necessary. These are useful; however, a 9-1-1 call is always the best tool for this type of emergency. Using 9-1-1, the caller can inform law enforcement of the details of the event, and its exact location.

- **Active Shooter –** In the event of an active shooter, staff located within the initial contact area should seek safety first, then call 9-1-1. When calling 9-1-1, the caller should inform the dispatcher that there is an active shooter and their location. If there is more than one active shooter, this information should also be included.

  Management should also be notified immediately so that active shooter safety protocols can be put into place immediately. Staff should move toward the secure areas of the building. From there the safety management team can direct employees toward safety via the phone intercom system.

  Because of the many variables of such an unpredictable event, annual training is offered to all employees. Additional training may be offered by the Sheriff's Office.

F. Evacuation/Sheltering in Place

The Department has created an evacuation plan. The evacuation plan contains information regarding secure areas of the building, fire extinguisher locations, and possible evacuation routes. The evacuation plan is provided to all employees during their new hire safety training by your DSR. The evacuation plan is also available at any time upon request from the DSR.

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When the fire alarm is sounded, or when a verbal evacuation is called for, the building is to be completely evacuated immediately in an organized and safe manner. Supervisors and managers are responsible for clearing their departments and counting employees at the evacuation meeting locations. Each facility has an evacuation meeting location. You will only be given one warning to evacuate the building.

Meeting locations are as follows: _____

2. Fire Prevention Plans

A. Power Strips and Extension Cords

The use of extension cords is not allowed for permanent use. They may be allowed for temporary use on a case-by-case basis not exceeding 30 days. Staff members can contact the DSR to request the temporary use of an extension cord.

Power strips are allowed for use in the facilities in lieu of extension cords. Power strips can be fire hazards if they are not used correctly. A power strip must be plugged directly into a wall outlet (or an outlet that is built into a cubicle). They may never be plugged into another power strip. They must be UL rated and grounded.

Power strips should also never be overloaded. One plug per outlet is acceptable, as long as the total amperage doesn't exceed the maximum amperage recommendation of the power strip manufacturer or the total combined amperage limit of the circuit.

If unsure, verify compatibility with the DSR.

B. Candles and Flammable Decoration

The use of candles and oil diffusers is prohibited. These decorations pose a great risk of fire.

Cubicles and workstations should also be kept clean and organized, and free of excess papers and decorations. These highly combustible materials are fuel for a fire.

C. Smoking

Smoking, including vapes, e-cigs, and the like, is permitted in designated smoking areas only. Smoking is prohibited within 25' of any building opening (doors and

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windows that open). All cigarette butts should be discarded in approved receptacles only. Cans or dishes that are open, even if they have sand in them, are prohibited. All receptacles must be fully enclosed. Discarding cigarette butts on the ground is a fire hazard and is prohibited.

Housekeeping of the smoking areas is the responsibility of the people that use the area. It is expected that the areas are kept free of litter, and the ashtrays and trash receptacles are emptied regularly.

3. Communication

A. Injuries

The communication of injuries is extremely important. If an employee receives an illness or injury that is a direct result of their work, the illness or injury must be reported to their supervisor or manager as soon as possible and no later than the end of your shift.

Once reported, the supervisor or manager will report the incident to Human Resources, who will conduct an investigation and provide you with worker's compensation paperwork.

B. Hazards/Concerns

It is important to communicate safety hazards, ideas that may contribute to safety, and concerns that staff members may have in regards to safety to the DSR. You may do so anonymously in writing.

The DSR will then take these written requests to a Safety Committee Member. Depending on the type and severity of the concern it will either be addressed by Risk Management or discussed at the next Safety Committee meeting to determine a resolution.

4. Safety Committee

The Safety Committee is a committee formed of County employees. It has one chairperson and one vice-chairperson. The committee is a group of volunteer employees for the safety of fellow County employees. The committee is made up of equal parts of management and non-management or a greater percentage of non-management.

The Safety Committee meets a minimum of once per quarter. More meetings are called if found to be necessary by the committee to complete special projects. The

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committee not only comes up with ideas for safe practices but also reviews current practices to see if they are effective or if they can be improved.

SECTION III: TRAINING

1. As Needed

A. New Hire Safety Training

The New hire Safety Training is a training designed to prepare new employees to perform their duties safely. Listed below is an outline of the safety training.

I. Introduction to Preparedness
- A. The first rule of safety is preparedness

II. Evacuation
- A. Identifying and proper use of exit signs
- B. Reading and using the evacuation plans

III. Fire Extinguishers
- A. Location

IV. First Aid
- A. Locations and uses of first aid kits
- B. Discussion on first aid and AED

V. Bloodborne Pathogens
- A. What is considered a bloodborne pathogen
- B. Responding to this hazard

VI. Violent Behavior
- A. Discussion of different forms of violence
- B. Handling physical threats and attacks
  - a. De-escalating a situation
  - b. Seeking help
    - i. Calling 911
    - ii. Pressing a panic button
- C. Active Shooter
  - a. Video (Run, Hide, Fight)
  - b. Discussion of video and preparedness

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VII. Situational Awareness

A. Tips for practicing situational awareness

VIII. Housekeeping

A. Cubicles and work areas
B. Smoking area

IX. Reporting Safety Hazards, Ideas, and Comments

X. Tour of the Facilities and Safety Equipment

2. Quarterly

A. Staff Safety Meetings

Safety materials featuring a different safety topic are presented during the Safety Committee meetings regularly. These materials are sent to each DSR. DSRs shall share these materials at their departmental staff meetings. The topics are simple, short, and relevant. The purpose is to make safety a regular conversation.

3. Annual

A. Active Shooter
B. Winter Driving
C. Situational Awareness
D. Fire Extinguisher Training
E. First Aid, AED Training, and CPR
F. Conflict De-escalation Techniques

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SECTION IV: TESTING AND INSPECTIONS

1. **Annual**
    - A. Water system valve backflow inspection
    - B. Elevator and fire emergency test
    - C. Fire suppression system test
    - D. Interior fire safety walkthrough inspection
    - E. Exterior fire safety clearance inspection
    - F. Fire extinguisher inspection
    - G. AED inspection
    - H. Panic button test

2. **Semiannual**
    - A. Fire/Evacuation Drills

3. **Monthly**
    - A. Monthly Safety Inspection Checklist

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NEW EMPLOYEE SAFETY ORIENTATION

Attachment: 02 New Employee Safety Orientation (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PURPOSE

The purpose of this policy is to ensure that new employees have the baseline safety and health information available to them so that they can help Mariposa County achieve its mission of improving the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services.

RESPONSIBILITY

The Risk Manager is responsible for the overall safety and health training program at the County. The Risk Manager will ensure that department heads are implementing the training programs. In addition, the Risk Manager will ensure that training needs are provided for through the development of internal training programs as well as seeking out specialty vendors or service providers to assist in the delivery of safety and health training.

POLICY

The County has established safety and health training for all employees including a new employee safety orientation program. The program covers a variety of topics including the injury illness prevention program, accident reporting, emergency action plan and many others. These topics have been selected to ensure that you have a baseline safety and health knowledge about the operations at the County.

All new employees shall attend new employee safety orientation. Failure to attend the new employee safety orientation may result in discipline in accordance with union agreements and County policy.

Employee shall sign the training sign-in sheet which will be maintained in accordance with the County's record retention policy and the IIPP.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	3203	https://www.dir.ca.gov/title8/3203.html

Adopted ____/23 with Res. 2023-_____

New Employee Safety Orientation Acknowledgment

By signing this form, I certify the following:

1. I have watched the new hire video on various safety policies and procedures that apply to all Mariposa County employees.

2. I have received a walking tour of the worksite and am fully aware of emergency exits, along with location of first aid kit, AED, and fire extinguishers.

3. I have received a copy of the worksite's Evacuation Policy & Procedure, including a map of Emergency Exit Plan.

_____
Print Name

_____ _____
Signature Date

_____
Department

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INJURY, ILLNESS & PREVENTION PROGRAM

PURPOSE

Every employer in the State of California is required to establish, implement and maintain an effective Injury, Illness & Prevention Program ("IIPP"). California Code of Regulations specifies what employers must do to comply with the IIPP. This document provides an overview on how each of the requirements set forth in the Cal/OSHA IIPP Regulation is met by Mariposa County.

POLICY

It is the Policy of the Board of Supervisors of Mariposa County to establish guidelines and procedures for the maintenance of an on-going IIPP, in compliance with the California Code of Regulations. This is accomplished through safety and health inspections, employee training, accident investigation and Department Safety Representatives. Response to safety concerns will be given the highest priority at every level of the County.

Mariposa County expects each of its employees to participate in creating a safe work environment by observing Mariposa County's safe work practices, policies and procedures at all times. Mariposa County employees must not engage in any work practice that is not safe or is contrary to law, County policy or procedure, or accepted safe work practice. Employees must report any unsafe condition to their supervisor immediately.

OBJECTIVE

To provide guidelines and procedures for the establishment and maintenance of an on-going IIPP throughout County Operations. Mariposa County is committed to the safety, health and environmental compliance of all employees, and recognizes the need to comply with regulations governing injury and occupational illnesses prevention and employee safety and health.

SCOPE

All full-time, permanent part-time, extra-help and emergency hire employees.

Adopted 2/8/05 with Res. 2005-44
Amended 7/7/15 with Res. 2015-329
Amended 2/16/21 with Res. 2021-77
Amended 10/19/21 with Res. 2021-589
Amended ____/23 with Res. 2023-_____

Attachment: 03 Injury Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

STATUTORY REQUIREMENTS

To protect the health and safety of Mariposa County's employees, and to comply with the provisions of California Senate Bill 198 (SB-198) and California OSHA regulations, including California Code of Regulations, Title 8, Subchapter 4, Section 1509, Construction Safety Orders (CSO) and California Code of Regulations, Title 8, Subchapter 4, Section 3203 General Industry Safety Orders (GISO).

The IIPP must be written and contain the following provisions:

Program Implementation - Title 8, CCR § 3203(a) (1)
Employers must designate and specify the person(s) responsible for implementing their IIPP;

Employee Compliance - Title 8, CCR § 3203(a) (2)
Employers must establish a system for ensuring that employees comply with safe and healthy work practices, and "such a system may include (provisions for) disciplinary action";

Health and Safety Communications - Title 8, CCR § 3203(a) (3)
Employers must establish a system for communicating health and safety information to employees and encouraging employees to inform the employer of perceived hazards "without fear of reprisal";

Hazard Identification and Evaluation - Title 8, CCR § 3203(a) (4)
Employers must establish a system for identifying and evaluating workplace hazards and that identification system must include scheduled periodic inspections "to identify unsafe conditions and work practices";

Occupational Injury/Illness Investigation - Title 8, CCR § 3203(a) (5)
Employers must establish a procedure to investigate occupational injuries and/or illnesses;

Hazard Correction - Title 8, CCR § 3203(a) (6)
Employers must adopt methods and procedures for correcting unsafe or unhealthy conditions and work practices, and must ensure that such conditions and work practices are corrected "in a timely manner based on the severity of the hazard";

Health and Safety Training - Title 8, CCR § 3203(a) (7)
Employers must institute an occupational health and safety program "designed to instruct employees in general safe and healthy work practices and to provide specific instructions with respect to hazards specific to each employee's job assignment". The employer must train all employees when the program is established, and thereafter train:

- All new employees;
- All existing employees when "new substances, procedures or equipment is introduced into the workplace and represents a new hazard"; and

Attachment: 03 Injury Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

- All existing employees whenever the employer learns of a new, previously unrecognized hazard.

Recordkeeping -Title 8, CCR § 3203(b). Section 3203

Requires that records be maintained of all scheduled and periodic inspections conducted to identify unsafe conditions and work practices, as well as, records of employee safety and health training.

Program Implementation – GISO Title 8, CCR § 3203(a) (1)

The authority and responsibility for implementing the IIPP under the direction of the County Counsel/Risk Manager or designee and County Administrative Officer is:

- Department Heads
- Department Safety Representatives
- Supervisors
- Employees

COUNTY COUNSEL/RISK MANAGER OR DESIGNEE

1. Direction of the overall County Safety Program.
2. Act as safety advisor for the County by advising all Department Heads and Department Safety Representatives of changes in regulations, policies and department responsibilities.
3. Prepare County safety memorandums and distribute to affected Department Safety Representatives for their information, implementation, and/or to be posted on Safety Bulletin Boards or equivalent.
4. Prepare periodic reports and studies on the effectiveness of the County Safety and Accident Prevention Program.
5. Develop safety and accident prevention programs with the assistance of the Department Safety Representative to meet the specific needs for each department as required by the California Code of Regulations (CCR), Title 8.
6. Assist departments in identifying safety and accident prevention training needs and ensure those safety training needs are met.
7. Coordinate County safety matters with necessary enforcement agencies, civic groups, and private organizations, as may be necessary as approved by the County Administrative Officer.
8. Develop and distribute accident/injury statistics for County operations and specific data to each department.
9. Work closely with the Safety Committee and Department Safety Representatives to ensure consistency within the County.

Attachment: 03 Injury Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

10. Meet regularly with Department Safety Representatives regarding safety issues.
11. Refer departmental accident/injury reports to County Safety Committee for review.
12. Conduct workplace safety inspections under the supervision of the CSAC-EIA on a regular basis to ensure compliance with the provisions of the County Safety Program.
13. Respond to employee complaints regarding workplace safety while maintaining total confidentiality regarding the source of any complaints whenever so requested to ensure that employees have an avenue for lodging complaints "without fear of reprisal".

DEPARTMENT RESPONSIBILITIES

Each department is responsible for implementing an effective safety program, with all levels of management contributing to ensure that employees are aware of the safe operation/condition of their job assignment and work area. Departments are responsible for maintaining a minimal-risk work environment in the areas under their control. The degree of effort and focus needed will vary depending on the nature of the work performed. While Department Heads and managers may assign responsibility and delegate authority to others, they are accountable to higher management for those preventable oversights and errors within their areas that result in injury, illness, or property damage affecting employees, the general public or County/private property.

Each Department Head shall be responsible for implementation of this Policy by:

1. The appointment of a permanent Department Safety Representative and an alternate for that department.
2. Ensuring that workplace hazards are identified and evaluated, including investigating the cause of accidents, illness and exposures.
3. Ensuring that workplace hazards are corrected once identified.
4. Instituting an occupational training program covering hazards basic to all types of employment and those unique to each worker's job assignment.
5. Enabling employees to freely communicate safety and health related information through supervisors, Department Safety Representatives and safety meetings.
6. Holding employees accountable for adhering to established safe and healthful work practices and training requirements.
7. Maintaining a recordkeeping system for documenting implementation, operation and a periodic review of the plan.
8. Reporting results of inspection and corrective action to the County Counsel/Risk Manager or designee.

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9. Reporting hazardous substances and equipment to the County Counsel/Risk Manager or designee.

DEPARTMENT SAFETY REPRESENTATIVE RESPONSIBILITIES

Under the direction of the Department Head and County Counsel/Risk Manager or designee to:

1. Manage, administer and coordinate department safety activities.
2. Serve as a source of information on safety policies and procedures and industrial injury/illness record keeping and reporting.
3. Review accident response to determine types of injuries/illnesses and their causes and maintain department copy of accident report and submit copy to the County Counsel/Risk Manager or designee.
4. Act as safety program advisor to the Department Head. Prepare periodic and special response regarding department injuries and illnesses; identify trends or changes that call for attention and recommend corrective action where appropriate.
5. Recommend means to eliminate or control hazardous physical conditions as well as dangerous work operations, recommending remedial action.
6. Recommend safety training efforts within the department and assist in the development, coordination, documentation and training as necessary.
7. Forward Cal/OSHA citations received by the department to the County Counsel/Risk Manager or designee and interface with the County Counsel/Risk Manager or designee to verify corrective action.
8. Act as department liaison with the County Counsel/Risk Manager or designee, disseminating information relating to safety and health matters; collecting, reviewing, and transmitting information from their department to the County Counsel/Risk Manager or designee.
9. Assist department management and supervisors in the promotion of safety awareness and education programs.
10. Recommend department safety policies, procedures, rules, and standards to ensure safe working conditions and safe work practices.
11. For those departments that have more than one location it may be necessary to appoint Assistant Department Safety Representatives. In this event, the Assistant Department Safety Representative shall assume the Department Safety Representative responsibilities for their location as well as conferring with the Department Safety Representative and the County Counsel/Risk Manager or designee as necessary.

Attachment: 03 Injury Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

12. Post OSHA 300A log summary sheet on Safety Bulletin Board from February 1 to April 30 annually.
13. Conducts work site safety inspections and makes recommendations for correction of hazards when found.
14. Maintain a Safety and Health Bulletin Board with current information, such as bulletins, posters, minutes of safety meetings and any other pertinent information regarding Safety and Health. This information shall be disseminated to satellite locations.
15. Shall set an example for other employees to follow.

SUPERVISOR RESPONSIBILITIES

Under the direction of their department and in coordination with the Department Safety Representative:

1. Shall train employees in job safety and health practices as determined necessary by worksite and job hazard analyses and maintain related training documentation.
2. Shall investigate promptly and thoroughly every accident, to determine cause and to prevent recurrence.
3. Shall document all injuries/illnesses and send reports to the Department Safety Representative.
4. Shall require all employees to comply with the Occupational Safety and Health Standards and all other rules or regulations.
5. Shall conduct workplace safety inspections in accordance with County and Cal/OSHA rules, regulations and standards, and implement corrective action as necessary.
6. Shall set an example for other employees to follow and shall encourage the proper attitudes toward safe job performance in their subordinates.

EMPLOYEE RESPONSIBILITIES

County employees are responsible for ensuring their own safety and the safety of others on the work site by:

1. Learning and following the standards and procedures that applies to each job assignment.
2. Discontinuing any specific activity that the employee believes or knows has an undue risk or injury, illness or damage to property, and promptly seeking guidance from his/her supervisor regarding the operation.
3. Wearing or using the prescribed personnel protective equipment (PPE) needed for a particular job.

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4. Bringing to the supervisor's attention any activity, behavior or unsafe condition that could cause injury or illness to others or damage to property.

5. Promptly reporting any occupational injury, illness, or property damage to their supervisor.

6. Report any emergencies; assist, when safe and appropriate to do so, until emergency response personnel arrive.

7. Set an example for other employees to follow.

Employee Compliance - GISO Title 8, CCR § 3203 (a) (2)

Employees have been notified of their responsibilities regarding safe work practices by the following methods:

1. As part of their County and department new hire orientation;

2. Training;

3. Written guidelines for safety;

4. Bulletin boards or equivalent;

Employees understand they are accountable to exercise safe work practices. These practices will be enforced by:

1. Recognition/incentives for compliance; employees may be recognized on their Performance Evaluation forms for their safe work practices.

2. Corrective action for non-compliance, which may include comments on unsatisfactory safety practices being placed on an employee Performance Evaluation form and/or other appropriate disciplinary action as deemed by the seriousness of the infraction. Any action taken would be in compliance with the procedures outlined in the respective negotiated MOU.

3. In instances where a County employee's conduct is such that it endangers his/her life or creates a condition where there is a risk of serious physical harm to themselves or others or the conduct endangers the life of other persons, the employee may be subject to immediate disciplinary action pursuant to the MCMCO, SEIU, DSA and SMA MOU's, respectively.

Health and Safety Communications - GISO Title 8, CCR § 3203 (a) (3)

The following methods will be used to effectively communicate with County employees regarding health and safety issues:

Safety and Health Committee

The County agrees to establish a Safety Committee. The Committee is comprised of up to 15 employees, including representatives from rank and file, management and employee bargaining units, and alternates. The duties of the Committee, as set forth by Cal/OSHA, shall include but not be limited to:

1. Meet regularly, but not less than quarterly.

Attachment: 03 Injury Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

2. Prepare and make available to the affected employees, written agendas and minutes of the committee meetings. These records must be maintained for at least one year.

3. Review results of periodic worksite safety inspections.

4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submit suggestions to the County Administrative Officer for correction and prevention of future incidents.

5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. The committee may conduct its own inspection and investigation to assist remedial solutions.

6. Submit recommendations to assist in the evaluation of employee safety suggestions.

7. Upon request from Cal/OSHA, verify abatement action taken by employer to abate citations issued by Cal/OSHA.

8. Provide safety resource information and training.

Communication/Training

1. Regular employee safety training in accordance with this document shall be considered one way in which the employer communicates with the employees.

2. Safety and Health bulletin boards or equivalent should be established in each department. When a department has various work areas, each area should maintain a safety and health bulletin board or equivalent. This board should contain the Cal/OSHA poster along with the Worker's Compensation poster, Cal/OSHA Form 300A (only from February 1 to April 30), safety bulletins, procedures for filing safety and health complaints and any other information to communicate with employees concerning safety and health.

3. The County Counsel/Risk Manager or designee shall maintain an open door policy. Employees may contact the County Counsel/Risk Manager or designee personally or anonymously, if they so desire, either in person, by telephone, or in writing regarding any safety concerns. The County Counsel/Risk Manager or designee will respond to all inquiries in a timely manner. The employees are to be made aware that it is the Board of Supervisors policy that they are encouraged to report unsafe conditions "without fear of reprisal".

Hazard Identification and Evaluation - GISO Title 8, CCR § 3203 (a) (4)

A hazard is something in the workplace that has the potential to cause injury to an employee or member of the public, or cause property damage. Hazards must be reported to the appropriate Department Head using an appropriate reporting form on the same day the hazard is identified or soon as practical. The Department Head or his/her designee will in-turn provide the form to the County Counsel/Risk Manager or designee immediately.

Attachment: 03 Injury Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Workplace inspections will be performed:

1. Whenever new substances, processes, procedures, or equipment are introduced to the workplace which represent a new occupational safety and health hazard.

2. Whenever the employer is made aware of a new or previously unrecognized hazard.

3. Otherwise, inspections will be conducted by the Department Head or designee at least annually.

Occupational Injury/Illness Investigation-GISO Title 8, CCR § 3203 (a) (5)

Investigations shall be conducted within 24 hours after an accident, occupational injury or illness, or hazardous unusual occurrence is reported.

The investigation shall be documented in writing.

Any serious injury will be reviewed by the County Counsel/Risk Manager or designee. For this provision, serious injury shall be defined as: loss of life, limb, eyesight, finger or toe, brain trauma, spinal fracture, or any other injury the County Administrative Officer or the County Counsel/Risk Manager or designee deem to be serious under this provision. Required reporting to Cal/OSHA pursuant to Title 8 CCR 342 will also occur.

Hazard Correction – GISO Title 8, CCR § 3203 (a) (6)

Certain methods and procedures will be used to correct unsafe or unhealthy conditions, work practices and work procedures. The following categories will be utilized:

Less severe hazards shall be corrected in a timely manner by the responsible Department Head. The more hazardous exposures shall be given priority.

When a serious or imminent hazard is found, the employees must be protected against the hazard until it is corrected. This could include shutting down the job until the hazard has been corrected, removing tools or equipment from service, or relocating employees to an alternate safe worksite.

When an unsafe or unhealthy condition is identified, the Department Head or designee will take appropriate corrective action.

Health and Safety Training - GISO Title 8, CCR § 3203 (a) (7)

Each department shall develop a training program to ensure that their employees receive adequate safety and health training for their specific job site and tasks. This program shall include:

1. Instruction to employees in general safe and healthful work practices and specific instructions with respect to hazards unique to the employee's job assignment.

2. New employees shall be provided initial safety training within 60 days after hire.

3. Employees will be provided safety training when assigned a new task or job for which training has not been received; when new substances, procedures or equipment are introduced into the

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workplace and represent a new hazard; and when the department learns of a new, previously unrecognized hazard.

4. Supervisors will be trained on hazards and safe practices in their area of responsibility.

All training will be documented and maintained in writing. Departments are to retain the training documents for at least three years.

Extra help, emergency hire and permanent part-time employees are required to have the same training as the full-time employees performing the same job. The supervisor is also responsible to alert temporary employees of any hazards unique to their assignments. Documentation is required for these employees.

Recordkeeping – GISO, Title 8, CCR § 3203 (b)

Section 3203 requires that records be maintained of all scheduled and periodic inspections conducted to identify unsafe conditions and work practices (as required by § 3203(a) (4)). The records must identify:

1. The person(s) who conducted the inspection.
2. Any unsafe conditions and work practices which were identified during the inspection.
3. Any corrective measures taken to control the identified unsafe conditions and work practices.

These inspection records must be maintained for at least one year.

Records of employee safety and health training must also be documented for each employee. The records must include:

1. The name of the employee or some other type of identifier.
2. Training dates.
3. Type of training.
4. The identity of the instructor(s).

The training records must be maintained for at least three years.

SUMMARY

It is Mariposa County's policy to provide a safe work environment for all employees. Mariposa County will provide training, equipment, policies, procedures, auditing, and compliance with all required and applicable Cal/OSHA safety regulations in order to achieve this goal.

Mariposa County expects each of its employees to participate in creating a safe work environment by observing Mariposa County's safe work practices, policies and procedures at all times. Mariposa County

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employees must not engage in any work practice that is not safe or is contrary to law, County policy or procedure, or accepted safe work practice. Employees must report any unsafe condition. County policy prohibits retaliation for reporting unsafe conditions. Mariposa County will take immediate action to correct any unsafe condition

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	3203	https://www.dir.ca.gov/title8/3203.html
Cal-OSHA	1509	https://www.dir.ca.gov/title8/1509.html

Attachment: 03 Injury Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Mariposa County
Anonymous Safety Reporting Form

Date of Report:_____ Site Name or Facility Name:_____

Location of Hazard at Site:

_____

_____

_____

Why is this a hazard:

_____

_____

_____

Please list your suggestion or method to fix/abate this hazard:

_____

_____

_____

This is an anonymous reporting form. DO NOT include any personal identifying information. You may drop this form in inter-office mail to the Risk Management Office in a plain envelope.

Attachment: 03 Injury Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

CODE OF SAFE PRACTICES

Attachment: 04 Code of Safe Practices (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

GENERAL SAFETY RULES

Below is Mariposa County's Code of Safe Practices. These practices are to remind employees and contractors of the County's basic safety policies. In addition, these practices compliment the County's Injury and Illness Prevention Program, which should be reviewed in conjunction with this document.

1. All Employees shall follow safe practices, report all unsafe conditions and unsafe practices to their Supervisor, and make every attempt to work in a safe manner.

2. Supervisors shall ensure that all Employees follow County safety rules and regulations. Supervisors shall take the necessary actions to ensure compliance with County safety and health policies.

3. Supervisors shall conduct toolbox talks at least once every 10 days during staff meetings.

4. All Employees shall adhere to the County's Drug Use Policy. Employees under the influence of drugs, prescription or otherwise, which impair the member's ability to safely perform job duties shall not be allowed to perform those duties.

5. Employees who jeopardize the safety and health of their fellow Staff shall be subject to disciplinary actions in accordance with collective bargaining agreements and the County's policies. Horseplay and other acts of goofing around are prohibited.

6. Employees who are fatigued, ill, or otherwise unable to focus on performing job duties safely will not be allowed to perform duties.

7. Supervisors shall be present in mind and spirit while supervising fellow Employees. Supervisors will ensure that all work has been thoroughly planned to prevent injuries and illnesses.

8. No Staff member shall enter confined spaces, manholes, tanks, silos, vaults or other confined areas where ventilation and oxygen are questionable or permits have not been granted. All Employees who need to enter a confined space to perform job duties shall be trained and follow all County Confined Space procedures prior to entering a confined space.

9. No Staff member shall operate any forklifts, aerial lifts, boom trucks or other powered industrial truck unless they have been trained and certified to operate them.

10. No Staff Member may remove a machine guard or protective device unless for repair of the equipment. Employees may not operate any piece of equipment unless all the proper guards are attached and in proper working order.

11. No Staff Member may apply a pesticide unless they have been trained and certified to do so.

12. Employees shall always follow safe lifting practices when moving materials and objects.

13. Employees shall wear the approved County uniform and follow dress code requirements at all times. Members with worn or broken uniform equipment shall inform their Supervisor immediately.

14. No Staff Member shall handle or tamper with electrical lines, air hoses, water lines, machinery or vehicles unless they have been trained to perform these functions as part of their job duties.

15. Employees shall be polite and courteous during loading and unloading of vehicles and the like. All employees shall utilize seat belts when provided and report any damaged or broken safety belts.

16. Employees shall not throw tools, objects, or debris from building structures, trees, or other elevated positions unless safety provisions have been made in advance to ensure the safety of staff and members of the public.

17. Employees shall report injuries and illnesses immediately to Supervisors. Employees shall complete the appropriate worker's compensation forms and seek the appropriate medical treatment.

18. Machines or equipment shall not be operated until employees are properly instructed on their operation.

19. Horseplay, practical jokes, throwing things, running in aisles and stairways, distracting other at work, and unnecessary shouting are forbidden.

20. All spilled oil, grease, water, and other liquids must be wiped up immediately.

21. Areas in which overhead maintenance is being performed will be blocked off and posted to prevent possible injury from falling objects. A barricaded or posted area will not be entered except by those performing the work.

22. Any defective tool or equipment must be immediately reported. Any defective tool or equipment will not be used until repaired or replaced.

23. Failure by an employee to comply with the safety rules will be grounds for corrective disciplinary action.

24. Specific Department Safety Rules, when applicable, will be posted in appropriate work areas.

MATERIAL HANDLING

1. Lifting: Attempting to lift or push an object which is too heavy must be avoided. Get help to move a heavy object or divide the load.
2. Hand trucks will be pulled when in transit except when going down inclines or placing loads in position.
3. Hand trucks will be loaded in such a manner as to eliminate the possibility of spilling.
4. When carrying material, caution will be exercised in observance of obstructions, loose material, etc.
5. Protruding nail in boxes, skids, or other containers will be removed or made flush immediately.
6. All material will be stacked and stored in proper areas.
7. Materials will not be stored in aisles. Aisles must be kept clear at all times.

PROTECTIVE EQUIPMENT

1. Safety glasses will be worn where eye protection is required. Photo-gray or sunglasses will not be allowed in shop areas.
2. Safe shoes are required of all employees. Shoes with exposed heels, toes or archways will not be permitted in shop areas. Shoes constructed of materials other than leather or synthetic leather will be explicitly prohibited from shop areas.
3. Where there is a danger of hair (4" from the scalp in length) entangling in moving machinery or equipment, a hair closure (cap, net, or hat) must be worn.
4. Personal protective equipment required when performing specific tasks will be worn and used as directed by County Safety Procedures.

MACHINE OPERATING

Use of machinery or equipment is restricted to that employee whom has been trained, qualified, and authorized to operate.

1. Immediate notification must be made for any equipment that is missing protective guards or has improperly positioned guards. Such equipment shall not be operated until corrected.
2. Power machinery will be kept free of unnecessary tools, rags, and scrape while in operation.
3. Machinery will be turned off when not in use.

Attachment: 04 Code of Safe Practices (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

4. Brush, chip hook, or rake will be used to remove chips.
5. Work pieces and cutters will be secured before setting machine in motion.
6. Correct speed and feed will be used when operating equipment.
7. Rings, jewelry, watches, gloves, neckties, long sleeves, or loose clothing will not be worn when near or when operating machinery.
8. Tampering with or removal of safety guards is prohibited.

COMPRESSED AIR

1. Compressed air will not be used to clean floors.
2. When blowing chips from a hole, the hole must be covered with a shop towel.
3. Flow from an air hose will not be directed toward another person or toward the operator of the air hose.
4. Compressed air will not be used to clean clothes, hands, or other part of the body.
5. When danger of flying particles is present, employees working with compressed air hoses will wear safety glasses with side shields.
6. The working pressure of an air nozzle will not exceed 30 psi.
7. Altering or tampering with safety air nozzles is forbidden.

HOUSEKEEPING

1. The foundation for a safe, healthful, and pleasant place to work is good housekeeping.
2. Materials, equipment, and supplies will be kept out of aisles.
3. Materials and supplies will not be stored against doors or exits, equipment, fire ladders, or fire extinguisher stations.
4. Tools and other equipment will be returned to their proper storage area each time after use.
5. Tools will be kept dry; spilling of liquids will be avoided; all spills will be wiped up immediately.
6. Trash and scrape will be thrown in proper waste containers.
7. Good housekeeping practices will be exercised within each employee's work area.

Attachment: 04 Code of Safe Practices (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

CHEMICALS

Chemicals meeting the definition of "Hazardous Material," as defined by the California Department of Industrial Relations (CDIR) Safety and Health Regulations, will not be purchased and/or brought into a County facility for usage without:

1. A Safety Data Sheet (SDS) or equivalent information on file; and
2. Express consent or approval of the appropriate member of management.
3. No chemicals meeting the definition of a "Hazardous Material," as defined by the CDIR, Safety and Health Regulations, will be used without strict adherence to the data, precautions, procedures for handling, storage, training, disposal, and usage contained on the appropriate Safety Data Sheet.
4. All container contents will be labeled.

FIRE EMERGENCY

1. All fires must be reported immediately. A fire emergency number (9-1-1) will be called and the location of the fire given.
2. All employees must know the location of fire extinguishers.
3. Tampering with fire extinguishers is prohibited.
4. Supplies, stock, or parts will not block fire extinguishers, sprinklers, fire exits or risers at any time.
5. Smoking or open flame is prohibited in areas where flammable materials are used or stored. The County prohibits smoking in any County-owned or leased facility or vehicle.
6. All employees will comply with posted "No Smoking" areas.
7. A person who is reporting a fire must stay on the telephone line, if safe, until released by the answering party.

MEDICAL EMERGENCY

All medical emergencies will be reported immediately. 9-1-1 must be called and the location of emergency given. Stay on the line, if safe, until emergency personnel say it is okay to hang up.

Attachment: 04 Code of Safe Practices (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	1509. Injury and Illness Prevention Program	https://www.dir.ca.gov/title8/1509.html

Attachment: 04 Code of Safe Practices (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Code of Safe Practices Acknowledgment

By signing this form, I certify I have read and understand the preceding code of safe practices. As a County employee, I will follow these safety rules as well as the County's written safety programs to work safely.

_____
Print Name

_____ _____
Signature Date

_____
Department

Attachment: 04 Code of Safe Practices (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

CONSTRUCTION SAFETY MEETINGS

Attachment: 05 Construction Safety Meetings (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PURPOSE

Construction safety meetings are also known as toolbox talks or tailgate meetings. The purpose of these meetings is to ensure that employees working on construction sites and/or projects are aware of the specific hazards associated with the site and the project and are up to date on the current issues revolving around safety at that site or project.

RESPONSIBILITY

Department heads are responsible for ensuring that toolbox talks are delivered no less than once every 10 days while working on construction projects and/or sites.

Department safety representatives have the responsibility to ensure that employees receive toolbox talks at least once every 10 days.

Employees are responsible for attending safety meetings and following safety rules while working on construction sites and/or projects.

POLICY

It is important to note that the construction safety orders under Cal-OSHA address the work being performed, such as construction, repair, and maintenance. The work does not have to be performed on a new construction site to invoke this policy or the Cal-OSHA regulations. Therefore, each department shall consider the projects being performed to ensure that a toolbox talk is delivered per the schedule established by this policy.

1. Toolbox safety meetings shall be conducted by the Supervisor or Foreman "at least" every 10 working days.
2. Toolbox safety meetings shall include:
    a. A review of any new "near miss" or safety hazard information since the last meeting.
    b. Unsafe acts or conditions observed since the last meeting, with discussion of corrective actions or precautions.
    c. A review of any accident or injuries since the last meeting, with discussion of cause and prevention.

d. A review of work to be performed in the next period, potential hazards, and precautions to be taken.

e. Opportunity for employees to comment on other safety-related issues.

RECORDKEEPING

Employees will ensure that they sign in to all safety meetings, including toolbox talks. The Department Safety Representative shall maintain a record of all safety toolbox talks performed and those in attendance. The records must be scanned and kept in an electronic file format in a folder known as "toolbox training records."

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	1509	https://www.dir.ca.gov/title8/1509.html

Attachment: 05 Construction Safety Meetings (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

MARIPOSA COUNTY
SAFETY TRAINING RECORD

Date of training: _____

Conducted by:_____

Type of training:_____

Materials Reviewed:_____

_____

Attendee names and signatures:

Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature

Attachment: 05 Construction Safety Meetings (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature

Attachment: 05 Construction Safety Meetings (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

WRITTEN HAZARD COMMUNICATION PROGRAM

PURPOSE

The purpose of the Mariposa County's hazard communication program is to protect our employees and contractors from adverse exposure to hazardous chemicals in the workplace.

RESPONSIBILITY

The Risk Manager or their designee has full authority and responsibility for implementing and maintaining the County's program. The County provides information about the hazardous substances in our workplace, the associated hazards, and the control of these hazards through a comprehensive hazard communication program that includes the elements listed below.

The Facilities and Recreation Services Manager will prepare and keep current an inventory list of all known hazardous substances present in our workplace in a single master list for the County as a whole. Specific information on each noted hazardous substance can be obtained by reviewing the safety data sheets at mariposacounty.org/Facilities. A general list of locations can be found in Attachment A, "Hazardous Substance Inventory List".

SAFETY DATA SHEETS (SDSs)

Each chemical/product that is used in the Mariposa County that is subject to these regulations, must be accompanied by a corresponding SDS (a.k.a. MSDS prior to 2015) prior to being utilized in the County. No person or department may purchase or otherwise bring unapproved chemicals/products into County facilities.

The Facilities and Recreation Services Manager is responsible for obtaining the SDSs, reviewing them for completeness, and maintaining the data sheet system for our County. In the review of incoming data sheets, if new and significant health/safety information becomes available, this new information is passed on **immediately** to the affected employees by additional training sessions, posting of memos, and other means of communication.

Adopted 6/20/17 with Res. 2017-402
Amended ____/23 with Res. 2023-_____

Attachment: 06 Hazard Communication (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Legible SDS copies for all hazardous substances to which employees of this organization may be exposed are kept in every location hazardous substances are as well as with the Facilities and Recreation Services Manager.

SDSs are readily available for review by all employees in their work area and during each work shift. The County may make SDS's available in electronic format or other means. Employees may access these SDS's at any time and may print a paper copy of the SDS as needed without charge.

If SDSs are missing or new hazardous substances in use do not have SDSs or if an SDS is obviously incomplete, please contact The Facilities and Recreation Services Manager immediately, and a new SDS will be requested directly from the manufacturer.

METHODS OF COMMUNICATION

Mariposa County will communicate chemical hazards, substances, emergency procedures, labeling systems, SDS location, precautionary measures and other information about this program to employees, contractors and other affected persons through a variety of means, including training sessions, this written program, memos, signage, labels, and direct conversations between supervisors and employees.

LABELS AND OTHER FORMS OF WARNING

Before hazardous substance containers are released to the work area, it is the policy of the County that The Facilities and Recreation Services Manager will verify all primary and secondary containers are labeled as follows:

Label Information	*Primary Container*	*Secondary Container*
Identity of the hazardous substance(s)	✓	✓
Applicable hazard warnings	✓	✓
Name and address of the manufacturer	✓	

To address exposures to Proposition 65 chemicals, The Facilities and Recreation Services Manager will provide clear and reasonable warnings to individuals prior to exposure by means of posting signs conspicuously, labeling consumer products, and training employees.

If applicable, The Facilities and Recreation Services Manager will arrange for labels, signs, and other warnings to be printed in other languages.

Labels will contain the following information:

A. Product identifier;

Attachment: 06 Hazard Communication (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

B. Signal word;

C. Hazard statement(s);

D. Pictogram(s);

E. Precautionary statement(s); and,

F. Name, address, and telephone number of the manufacturer, importer, or other responsible party.

Employees shall not remove or intentionally deface existing labels on incoming containers of hazardous substances, unless the container is immediately marked with the required information.

DAY-USE CONTAINERS

Employees who need to use small quantities of a chemical/product during a single shift may transfer the chemical to a smaller manufacturer approved vessel/container without a label under the day-use provisions of the standard. Employees who do use day-use containers must maintain the container in a safe manner throughout the day and must not leave the container unattended. In addition, all day-use containers must be emptied and properly disposed of at the end of the shift or end of use, whichever comes first, or must be properly labeled (as indicated above) and stored.

To ensure the safety of all employees, under no circumstances may day-use containers be made from consumable beverage containers, such as, soda cans, water bottles, juice containers, milk containers, or other like bottles, cans and jugs.

The Risk Management Officer will ensure that suitable day use containers are available by working with each Department Manager.

EMPLOYEE INFORMATION AND TRAINING

Employees are to attend a health and safety training session set up by The Facilities and Recreation Services Manager prior to starting work. This training session will provide information on the following:

- The requirements of the hazard communication regulation, including the employees' rights under the regulation
- The location and availability of the written hazard communication program
- Any operation in their work area, including non-routine tasks, where hazardous substances or Proposition 65 carcinogens/reproductive toxins are present and exposures are likely to occur

Attachment: 06 Hazard Communication (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

- Methods and observation techniques used to determine the presence or release of hazardous substances in the work area
- Protective practices the organization has taken to minimize or prevent exposure to these substances
- How to read labels and review SDSs to obtain hazard information
- Physical and health effects of the hazardous substances
- Symptoms of overexposure
- Measures employees need to put into practice to reduce or prevent exposure to these hazardous substances by engineering controls, work practices, and use of personal protective equipment
- Emergency and first aid procedures to follow if employees are exposed to hazardous substances
- The location and interpretation, if needed, of warning signs or placards to communicate that a chemical known to cause cancer or reproductive toxicity is used in the workplace

Employees will receive additional training when a new hazard or new substance is introduced into the workplace or whenever employees might be exposed to hazards at another employer's work site.

PROP 65 SIGNAGE

While the County is not subject to the provisions of Prop 65 under Cal-OSHA's Hazard Communication program, the County is voluntarily complying with the signage posting requirements of Prop 65.

HAZARDOUS NON-ROUTINE TASKS

Periodically, you may be required to perform hazardous non-routine tasks. Prior to starting work on such projects, affected employees will be given information by their supervisor on hazards to which they may be exposed during such an activity. This may include reviewing the Job Hazard Analysis.

This information will cover:

- Specific hazards and substances
- Measures the organization has taken to reduce the risk of these hazards, such as providing ventilation, ensuring the presence of another employee, providing a respiratory protection program, and establishing emergency procedures
- Required protective/safety measures

Attachment: 06 Hazard Communication (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Examples of non-routine tasks performed by employees of this organization:

Sample Non-routine Task	*Hazardous Substance*
Applying pesticides	

LABELED/UNLABELED PIPES (IF APPLICABLE)

Aboveground pipes transporting hazardous substances (gases, vapors, liquids, semi-liquids, or plastics) are identified in accordance with 8 CCR, Section 3321, "Identification of Piping." Other aboveground pipes that do not contain hazardous substances but may have associated hazards if disturbed or cut (e.g., steam lines, oxygen lines) are addressed as follows:

Before employees enter the area and initiate work, The Facilities and Recreation Services Manager will inform them of:

- The location of the pipe or piping system or other known safety hazard
- The substance in the pipe
- Potential hazards
- Safety precautions

INFORMING CONTRACTORS

To ensure outside contractors work safely in our facilities and to protect our employees from chemicals/substances used by outside contractors, The Facilities and Recreation Services Manager is responsible for giving and receiving (via U.S. Mail, email, and/or trainings) the following information from contractors prior to the use of any chemical substances in the County:

- Hazardous substances, including Proposition 65 chemicals, to which they may be exposed while on the job site as well as substances they will be bringing into the workplace. (To this end, we will provide contractors with information on our labeling system and access to SDSs.)
- Precautions and protective measures the employees may take to minimize the possibility of exposure

Attachment: 06 Hazard Communication (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

LABELS AND OTHER FORMS OF WARNINGS

Any container in the work place that holds a hazardous substance is required to have a proper identification label. Any container into which a hazardous substance has been transferred from a properly labeled container must also bear the appropriate label. Employees should not use substances from unlabeled containers. A label on any container received from the manufacturer or supplier must include, at least, the following information:

1. Name of the product/substance.
2. A list of the hazardous ingredients.
3. The appropriate hazard warning(s) (flammable, toxic, corrosive, or oxidizer).
4. Manufacturer's or supplier's name and address.
5. Manufacturer's phone/contact information.

If a substance is transferred from its original container to another container (secondary container) a label must be affixed to that new container. The new label must contain at least the following information:

1. Name of the product/substance.
2. The appropriate hazard warning(s) (flammable, toxic, corrosive, or oxidizer).
3. Manufacturer's or supplier's name and address.
4. Manufacturer's phone/contact information.

Supervisors, administrators and department heads are responsible for ensuring that the containers in their work area remain properly labeled and that the employees understand the labels.

TOXICITY AND EXPOSURE

Toxic substances or chemicals are considered toxic if they can cause either short-term (acute) or long-term (chronic) health effects. A toxic substance is a health hazard only when it has entered the body; however, there is no substance or chemical that is completely nontoxic.

Toxicity is dependent on several factors, including route of entry, degree of exposure, length of exposure, concentration of chemical, and a person's susceptibility. Toxicity is also affected by human factors such as age, diet, heredity, lifestyle, and exposures to other chemicals. The entry point of a toxic substance is commonly referred to as the "route of entry." Because no substance has the same route of entry, it is important for employees to review the SDS to become aware of the entry routes for the

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chemicals they may be working with. Exposure to toxic substances may occur through the following routes: absorption, ingestion, inhalation, or injection.

1. Absorption - This is the most common of the four routes of entry. Absorption takes place as the chemical comes in contact with the skin and destroys some of the protective outer layer, thus allowing the toxic chemical to come in contact with the inner tissues and possibly the bloodstream.

2. Inhalation - Toxic substances can create dusts, fumes, mists, vapors, and smoke that can become airborne and affect the air being inhaled. The toxic substance is thus allowed to enter the respiratory tract through the nose and mouth and move downward through the windpipe and into the lungs.

3. Ingestion - A toxic material when ingested is absorbed through the stomach and intestines into the bloodstream. The bloodstream may carry the toxic substance to the liver, which may or may not be able to detoxify all of the toxic materials. Liver cells may be destroyed.

4. Injection - Exposure to toxic chemicals by injection occurs very seldom. However, injection can occur as the result of puncturing the skin with glass, metals, or other materials that are contaminated by toxic substances, or when syringes contain toxic substances.

Exposures to toxic substances are the result of many factors, including:

1. Lack of qualified personnel.

2. Insufficient training.

3. Not following safety procedures.

4. Not using proper personal protection equipment.

5. Failure or misuse of personal protection equipment.

6. Failure to decontaminate after a spill or splash.

The concentration of the toxic substance is based on the dose a person receives over a specific time. The effect of a substance is a result of the dose received and the toxicity of the substance. The concentration and effect of toxic substances has prompted OSHA to issue and enforce Permissible Exposure Limits (PEL). In addition, the American Conference of Governmental Industrial Hygienists (ACGIH) also produces a list of what they refer to as Threshold Limit Values (TLVs) for common chemicals used in the workplace. These TLVs are meant as guides to ensure that employees are not exposed to a toxic substance more than is necessary.

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PURCHASING HAZARDOUS SUBSTANCES

An effectively managed hazardous materials program begins with the appropriate purchasing controls. Because disposal of hazardous substances is becoming increasingly costly, substances used by all County should only be purchased in quantities necessary to do a job. The purchaser, in conjunction with the Department Head, will be responsible for obtaining an SDS for each hazardous substance that is ordered/ delivered.

If at any time a substance containing an extremely hazardous or acutely toxic substance (as defined in the California Code of Regulations and the Federal Code of Regulations) is requested to be purchased, the requestor should provide the following information to the Public Works Department:

A. A written statement demonstrating an overwhelming need for that substance.

B. A comprehensive, written safety program detailing the storage procedures; who will use this chemical and under what conditions; how unauthorized personnel will be kept from using or handling the substance; the necessary safety precautions and emergency procedures associated with using the substance; expected shelf life of substance; and how disposal of substance will be handled.

The Department Head shall coordinate with the Risk Management Office on the use and approval of the product to be purchased. If it is determined that all of the safety rules for its use can be met, the substance may be purchased. If subsequent findings determine the substance is not being used according to the rules set, the privilege to use it will be immediately revoked. The quantity to be purchased for this type of special request will be no more than what can be used during one year.

HANDLING AND STORAGE OF HAZARDOUS SUBSTANCES

Each hazardous substance should be handled, used, and stored in accordance with the information provided by the manufacturer through its container labels, SDSs, and other standards of practice. Hazardous substances should be handled only with proper protective equipment and only under the proper conditions.

The proper storage of hazardous substances is as important as their proper handling. Inadequate storage space can result in overcrowding and the storage of incompatible chemicals. Shelf-stored hazardous substances should be visually checked on a regular basis by the department chairperson (or designee). This visual inspection will help identify those substances that may be leaking, have corroded caps, or have developed other problems which indicate that they should be immediately disposed of in a safe manner. Storage shelves and cabinets should have sufficient lips, edges or restraints to prevent bottles or other containers of hazardous substances from falling.

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DISPOSAL PROCEDURES FOR HAZARDOUS SUBSTANCES/WASTES

The proper disposal of hazardous substances is the responsibility of all employees. Hazardous substances must not be disposed of into the sanitary sewer system (e.g., sink). Once a hazardous substance is determined to no longer be useful to the site or department staff, it shall require proper disposal.

The employee shall notify the Risk Management Officer (or designee) that such removal is necessary. The same employee, or supervisor then completes and submits the Request to Remove Used Chemical Form along with an inventory of those items designated for removal that includes the quantity, location and their condition. See Appendix D for the form to Request to Remove Used Chemical(s).

Hazardous waste if so designated shall be removed under contract with a licensed company. Maintaining all documentation and manifests created for any such removal is the responsibility of the Risk Management Office who should receive all original documents.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	5194	https://www.dir.ca.gov/title8/5194.html

If anyone has questions about this plan, please contact the Facilities and Recreation Services Manager.

Our plan will be maintained by the Facilities and Recreation Services Manager to ensure the policies are carried out and the plan is effective.

_____

(Signature of xxxx)

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Attachment A

Hazardous Substance Inventory List

Hazardous Substance	*Facility*	*SDS* *Indicate whether complete or incomplete*
Comet	*Ag, Govt. Ctr. & Hall of Records*	*Complete*
Spray Pak	*Public Works/Engineering*	*Complete*
Misty (Disinfectant)	*Public Health & Library*	*Complete*
Windex	*District Attorney & HHSA*	*Complete*
Liquid Swabby	*Probation/Juvenile Hall*	*Complete*
Bleach	*County Fire & Jail*	*Complete*
Lemon Pine Sol	*Child Support Svs. & Sheriff Admin.*	*Complete*
Hillyard Tile/Grout Cleaner	*Public Health & HHSA*	*Complete*
Carpet Spotter Gel	*Probation/Admin.*	*Complete*
Entral Pine Cleaner	*OES &, County Fire*	*Complete*
Resolve Stain Cleaner	*Govt. Ctr./Building Dept.*	*Complete*
Mr. Clean Pro	*Library & Child Support Svs.*	*Complete*
Instant Carpet Spot Remover	*HHSA & Public Health*	*Complete*
Surface Disinfectant	*Sheriff Admin. & Sheriff Dispatch*	*Complete*
Multi Surface Furniture Polish	*Govt. Ctr. & Hall of Records*	*Complete*
Lysol Disinfectant Wipes	*Public Works/Fleet*	*Complete*
Alphet E-3 Hand Sanitizer	*Jail & HHSA*	*Complete*

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Attachment B

Hazard Communication Employee Training Program

ORGANIZATION: **NAME** DATE: **DATE**

DEPARTMENT: **NAME**

We have developed a training program to increase employee awareness of hazardous substances in our workplace and to motivate employees to protect themselves. The training program is based on the types of hazardous substances used at the work site and the associated hazards.

Overview of Hazard Communication Regulation
The hazard communication regulation is intended to ensure both employers and employees understand the dangers associated with hazardous substances in the workplace. The following information is a review of the specific requirements of a hazard communication program, including container labeling, SDSs, and training.

Written Hazard Communication Program
We have a written program that outlines how we provide information on and control your adverse exposure to hazardous substances. This plan is available to you during our training and during your work shift from **PERSON** at **LOCATION**.

Hazardous Substances Used in Our Workplace
In our County we use a variety of chemical products. Most of these products contain one or more hazardous substances. Let's review the hazardous substance inventory list in your work area. For specific hazard information on each brand of material, review the SDSs and, if applicable, the Proposition 65 list of chemicals.

Reading Labels, Warnings, and SDSs
Labels - A product label on both the original and secondary containers should be read before working with the material. Each label has two important pieces of information:

1. Identity of the hazardous substance
2. Hazard warnings

The label on the original container also gives the name and address of the manufacturer.

The label should act as a visual reminder of the information we have presented in this training session and of the detailed information on the SDS.

Proposition 65 warnings. These are provided to you prior to exposure in the form of labels, placards, employee training, and the like so you know certain chemicals in your workplace are known to the state to cause cancer, birth defects, or other reproductive harm.

It is essential to your safety that you read the hazard warning and use the hazardous substances only within the prescribed guidelines. Questions concerning any of the warning message(s) should be directed to your supervisor or foreman.

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SDSs - Manufacturers and importers are responsible for providing us with adequate information for using the hazardous substances safely. We use SDSs as the primary source for informing you about the hazards of the substances in our facilities. SDSs are kept at **LOCATION** and are readily available to you in every shift.

You will be trained on the specific hazards of the substances in **your** work area. You will also be trained on how to read the information in the SDSs. The information includes:

(A) Section 1, Identification;
(B) Section 2, Hazard(s) identification;
(C) Section 3, Composition/information on ingredients;
(D) Section 4, First-aid measures;
(E) Section 5, Fire-fighting measures;
(F) Section 6, Accidental release measures;
(G) Section 7, Handling and storage;
(H) Section 8, Exposure controls/personal protection;
(I) Section 9, Physical and chemical properties;
(J) Section 10, Stability and reactivity;
(K) Section 11, Toxicological information;
(L) Section 12, Ecological information;
(M) Section 13, Disposal considerations;
(N) Section 14, Transport information;
(O) Section 15, Regulatory information; and
(P) Section 16, Other information, including date of preparation or last revision.

You can read the California hazard communication regulation for additional information on any specific program element.

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Attachment C

SDS Request Letter Sample

Date: **DATE**

Chemical Organization or Distributor: **NAME**

RE: SDS for **PRODUCT(S)**

Please send me an up-to-date copy of your safety data sheet (SDS) for the above product(s). The SDS is needed for compliance with the State of California Hazard Communication Regulation, Title 8, *California Code of Regulations,* Section 5194.

Please send the SDS to:

NAME
ORGANIZATION NAME
ADDRESS

If this product does not require an SDS, please notify us in writing.

If you have any questions regarding our request, please contact **NAME AND PHONE NUMBER**.

Sincerely,

ENTITY REPRESENTATIVE

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APPENDIX A

Glossary

CHEMICAL: Any element, chemical compound or mixture of elements and/or compounds.

CHEMICAL NAME: The scientific designation of a chemical in accordance with the nomenclature system developed by the International Union of Pure and Applied Chemistry (IUPAC) or the Chemical Abstracts Service (CAS) rules of nomenclature, or a name which will clearly identify the chemical for the purpose of conducting a hazard evaluation.

COMMON NAME: Any designation or identification such as code name, code number, trade name, branch name or generic name used to identify a chemical other than by its chemical name.

CONTAINER: Any bag, barrel, bottle, box, can, cylinder, drum, reaction vessel, storage tank, or the like that contains a hazardous chemical. For purposes of this section, pipes or piping systems, and engines, fuel tanks, or other operating systems in a vehicle, are not considered to be containers.

EMPLOYEE: Any employee who may be exposed to hazardous chemicals under normal operating conditions or in foreseeable emergencies. Workers, such as office workers or bank tellers, who encounter hazardous chemicals only in non-routine and or isolated instances are not covered.

EXPOSURE OR EXPOSED: An employee is subjected in the course of employment to a chemical that is a physical or health hazard, and includes potential (e.g. accidental or possible) exposure. "Subjected" in terms of health hazards includes any route of entry (e.g. inhalation, ingestion, skin contact or absorption).

FORESEEABLE EMERGENCY: Any potential occurrence such as, but not limited to, equipment failure, rupture of containers, or failure of control equipment which could result in an uncontrolled release of a hazardous chemical into the workplace.

HAZARD WARNING: Any words, pictures, symbols, or combination thereof appearing on a label or other appropriate form of warning which convey the specific physical and health hazard(s), including target organ effects, of the chemical(s) in the container(s).

HAZARDOUS CHEMICAL: Any chemical which is a physical hazard or a health hazard.

HEALTH HAZARD: A chemical for which there is statistically significant evidence based on at least one study conducted in accordance with established scientific principles that acute or chronic health effects may occur in exposed employees. The term "health hazard" includes chemicals which are carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, hematopoietic system, and agents which damage the lungs, skin, eyes, or mucous membranes.

IDENTITY: Any chemical or common name which is indicated on the material safety data sheet (SDS) for the chemical. The identity used shall permit cross-references to be made among the required list of hazardous chemicals, the label and the SDS.

IMMEDIATE USE: The hazardous chemical will be under the control of and used only by the person who transfers it from a labeled container and only within the work shift in which it is transferred.

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LABEL: Any written, printed, or graphic material displayed on or affixed to containers of hazardous chemicals.

LABORATORY SCALE: Work with substances in which the containers used for reactions, transfers, and other handling of substances are designed to be easily and safely manipulated by one person. "Laboratory scale" excludes those workplaces whose function is to produce commercial quantities of materials.

LABORATORY USE OF HAZARDOUS CHEMICALS: Handling or use of such chemicals in which all of the following conditions are met: (i) Chemical manipulations are carried out on a "laboratory scale"; (ii) Multiple chemical procedures or chemicals are used; (iii) The procedures involved are not part of a production process, nor in any way simulate a production process; and (iv) Protective laboratory practices and equipment are available and in common use to minimize the potential for employee exposure to hazardous chemicals.

MATERIAL SAFETY DATA SHEET (SDS): Written or printed material concerning a hazardous chemical which is prepared in accordance with paragraph (g) of 29 CFR 1910.1200, to be provided by the manufacturer, importer, or distributer of the chemical.

PHYSICAL HAZARD: A chemical for which there is scientifically valid evidence that it is a combustible liquid, a compressed gas, explosive, flammable, an organic peroxide, an oxidizer, pyrophoric, unstable (reactive) or water-reactive.

USE: To package, handle, react, emit, extract, generate as a byproduct, or transfer.

WORK AREA: A room or defined space in a workplace where hazardous chemicals are produced or used, and where employees are present.

WORKPLACE: An establishment, job site, or project, at one geographical location, containing one or more work areas.

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APPENDIX B
Sections of the Safety Data Sheet under GHS

Section 1: Identification

This section identifies the chemical on the SDS as well as the recommended uses. It also provides the essential contact information of the supplier. The required information consists of:

- Product identifier used on the label and any other common names or synonyms by which the substance is known.
- Name, address, phone number of the manufacturer, importer, or other responsible party, and emergency phone number.
- Recommended use of the chemical (e.g., a brief description of what it actually does, such as flame retardant) and any restrictions on use (including recommendations given by the supplier).

Section 2: Hazard(s) Identification

This section identifies the hazards of the chemical presented on the SDS and the appropriate warning information associated with those hazards. The required information consists of:

- The hazard classification of the chemical (e.g., flammable liquid, category[1]).
- Signal word.
- Hazard statement(s).
- Pictograms (the pictograms or hazard symbols may be presented as graphical reproductions of the symbols in black and white or be a description of the name of the symbol (e.g., skull and crossbones, flame).
- Precautionary statement(s).
- Description of any hazards not otherwise classified.
- For a mixture that contains an ingredient(s) with unknown toxicity, a statement describing how much (percentage) of the mixture consists of ingredient(s) with unknown acute toxicity. Please note that this is a total percentage of the mixture and not tied to the individual ingredient(s).

[1]Chemical, as defined in the HCS, is any substance, or mixture of substances.

Section 3: Composition/ Information on Ingredients

This section identifies the ingredient(s) contained in the product indicated on the SDS,

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including impurities and stabilizing additives. This section includes information on substances, mixtures, and all chemicals where a trade secret is claimed. The required information consists of:

Substances

- Chemical name.
- Common name and synonyms.
- Chemical Abstracts Service (CAS) number and other unique identifiers.
- Impurities and stabilizing additives, which are themselves classified and which contribute to the classification of the chemical.

Mixtures

- Same information required for substances.
- The chemical name and concentration (i.e., exact percentage) of all ingredients which are classified as health hazards and are:
  - Present above their cut-off/concentration limits or
  - Present a health risk below the cut-off/concentration limits.
- The concentration (exact percentages) of each ingredient must be specified except concentration ranges may be used in the following situations:
  - A trade secret claim is made,
  - There is batch-to-batch variation, or
  - The SDS is used for a group of substantially similar mixtures.

Chemicals where a trade secret is claimed

- A statement that the specific chemical identity and/or exact percentage (concentration) of composition has been withheld as a trade secret is required.

Section 4: First-Aid Measures

This section describes the initial care that should be given by untrained responders to an individual who has been exposed to the chemical. The required information consists of:

- Necessary first-aid instructions by relevant routes of exposure (inhalation, skin and eye contact, and ingestion).
- Description of the most important symptoms or effects, and any symptoms that are acute or delayed.
- Recommendations for immediate medical care and special treatment needed, when necessary.

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Section 5: Fire-Fighting Measures

This section provides recommendations for fighting a fire caused by the chemical. The required information consists of:

- Recommendations of suitable extinguishing equipment, and information about extinguishing equipment that is not appropriate for a particular situation.
- Advice on specific hazards that develop from the chemical during the fire, such as any hazardous combustion products created when the chemical burns.
- Recommendations on special protective equipment or precautions for firefighters.

Section 6: Accidental Release Measures

This section provides recommendations on the appropriate response to spills, leaks, or releases, including containment and cleanup practices to prevent or minimize exposure to people, properties, or the environment. It may also include recommendations distinguishing between responses for large and small spills where the spill volume has a significant impact on the hazard. The required information may consist of recommendations for:

- Use of personal precautions (such as removal of ignition sources or providing sufficient ventilation) and protective equipment to prevent the contamination of skin, eyes, and clothing.
- Emergency procedures, including instructions for evacuations, consulting experts when needed, and appropriate protective clothing.
- Methods and materials used for containment (e.g., covering the drains and capping procedures).
- Cleanup procedures (e.g., appropriate techniques for neutralization, decontamination, cleaning or vacuuming; adsorbent materials; and/or equipment required for containment/clean up)

Section 7: Handling and Storage

This section provides guidance on the safe handling practices and conditions for safe storage of chemicals. The required information consists of:

- Precautions for safe handling, including recommendations for handling incompatible chemicals, minimizing the release of the chemical into the environment, and providing advice on general hygiene practices (e.g., eating, drinking, and smoking in work areas is prohibited).
- Recommendations on the conditions for safe storage, including any incompatibilities. Provide advice on specific storage requirements (e.g., ventilation requirements).

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Section 8: Exposure Controls/Personal Protection

This section indicates the exposure limits, engineering controls, and personal protective measures that can be used to minimize worker exposure. The required information consists of:

- OSHA Permissible Exposure Limits (PELs), American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values (TLVs), and any other exposure limit used or recommended by the chemical manufacturer, importer, or employer preparing the safety data sheet, where available.
- Appropriate engineering controls (e.g., use local exhaust ventilation, or use only in an enclosed system).
- Recommendations for personal protective measures to prevent illness or injury from exposure to chemicals, such as personal protective equipment (PPE) (e.g., appropriate types of eye, face, skin or respiratory protection needed based on hazards and potential exposure).
- Any special requirements for PPE, protective clothing or respirators (e.g., type of glove material, such as PVC or nitrile rubber gloves; and breakthrough time of the glove material).

Section 9: Physical and Chemical Properties

This section identifies physical and chemical properties associated with the substance or mixture. The minimum required information consists of:

- Appearance (physical state, color, etc.);
- Upper/lower flammability or explosive limits;
- Odor;
- Vapor pressure;
- Odor threshold;
- Vapor density;
- pH;
- Relative density;
- Melting point/freezing point;
- Solubility(ies);
- Initial boiling point and boiling range;
- Flash point;
- Evaporation rate;
- Flammability (solid, gas);
- Upper/lower flammability or explosive limits;
- Vapor pressure;
- Vapor density;

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- Relative density;
- Solubility(ies);
- Partition coefficient: n-octanol/water;
- Auto-ignition temperature;
- Decomposition temperature; and
- Viscosity.

The SDS may not contain every item on the above list because information may not be relevant or is not available. When this occurs, a notation to that effect must be made for that chemical property. Manufacturers may also add other relevant properties, such as the dust deflagration index (Kst) for combustible dust, used to evaluate a dust's explosive potential

Section 10: Stability and Reactivity

This section describes the reactivity hazards of the chemical and the chemical stability information. This section is broken into three parts: reactivity, chemical stability, and other. The required information consists of:

Reactivity

- Description of the specific test data for the chemical(s). This data can be for a class or family of the chemical if such data adequately represent the anticipated hazard of the chemical(s), where available.

Chemical stability

- Indication of whether the chemical is stable or unstable under normal ambient temperature and conditions while in storage and being handled.
- Description of any stabilizers that may be needed to maintain chemical stability.
- Indication of any safety issues that may arise should the product change in physical appearance.

Other

- Indication of the possibility of hazardous reactions, including a statement whether the chemical will react or polymerize, which could release excess pressure or heat, or create other hazardous conditions. Also, a description of the conditions under which hazardous reactions may occur.
- List of all conditions that should be avoided (e.g., static discharge, shock, vibrations, or environmental conditions that may lead to hazardous conditions).
- List of all classes of incompatible materials (e.g., classes of chemicals or specific substances) with which the chemical could react to produce a hazardous situation.
- List of any known or anticipated hazardous decomposition products that could be produced because of use, storage, or heating. (Hazardous combustion products should also be included in Section 5 [Fire-Fighting Measures] of the SDS.)

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Section 11: Toxicological Information

This section identifies toxicological and health effects information or indicates that such data are not available. The required information consists of:

- Information on the likely routes of exposure (inhalation, ingestion, skin and eye contact). The SDS should indicate if the information is unknown.
- Description of the delayed, immediate, or chronic effects from short- and long-term exposure.
- The numerical measures of toxicity (e.g., acute toxicity estimates such as the LD50 (median lethal dose)) - the estimated amount [of a substance] expected to kill 50% of test animals in a single dose.
- Description of the symptoms. This description includes the symptoms associated with exposure to the chemical including symptoms from the lowest to the most severe exposure.
- Indication of whether the chemical is listed in the National Toxicology Program (NTP) Report on Carcinogens (latest edition) or has been found to be a potential carcinogen in the International Agency for Research on Cancer (IARC) Monographs (latest editions) or found to be a potential carcinogen by OSHA

Section 12: Ecological Information (non-mandatory)

This section provides information to evaluate the environmental impact of the chemical(s) if it were released to the environment. The information may include:

- Data from toxicity tests performed on aquatic and/or terrestrial organisms, where available (e.g., acute or chronic aquatic toxicity data for fish, algae, crustaceans, and other plants; toxicity data on birds, bees, plants).
- Whether there is a potential for the chemical to persist and degrade in the environment either through biodegradation or other processes, such as oxidation or hydrolysis.
- Results of tests of bioaccumulation potential, making reference to the octanol-water partition coefficient (Kow) and the bioconcentration factor (BCF), where available.
- The potential for a substance to move from the soil to the groundwater (indicate results from adsorption studies or leaching studies).
- Other adverse effects (e.g., environmental fate, ozone layer depletion potential, photochemical ozone creation potential, endocrine disrupting potential, and/or global warming potential).

Section 13: Disposal Considerations (non-mandatory)

This section provides guidance on proper disposal practices, recycling or reclamation of the chemical(s) or its container, and safe handling practices. To minimize exposure, this section should also refer the reader to Section 8 (Exposure Controls/Personal Protection) of the SDS.

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The information may include:

- Description of appropriate disposal containers to use.
- Recommendations of appropriate disposal methods to employ.
- Description of the physical and chemical properties that may affect disposal activities.
- Language discouraging sewage disposal.
- Any special precautions for landfills or incineration activities

Section 14: Transport Information (non-mandatory)

This section provides guidance on classification information for shipping and transporting of hazardous chemical(s) by road, air, rail, or sea. The information may include:

- UN number (i.e., four-figure identification number of the substance)[1].
- UN proper shipping name[1].
- Transport hazard class(es)[1].
- Packing group number, if applicable, based on the degree of hazard[2].
- Environmental hazards (e.g., identify if it is a marine pollutant according to the International Maritime Dangerous Goods Code (IMDG Code)).
- Guidance on transport in bulk (according to Annex II of MARPOL 73/78[3] and the International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk (International Bulk Chemical Code (IBC Code)).
- Any special precautions which an employee should be aware of or needs to comply with, in connection with transport or conveyance either within or outside their premises (indicate when information is not available).

Section 15: Regulatory Information (non-mandatory)

This section identifies the safety, health, and environmental regulations specific for the product that is not indicated anywhere else on the SDS. The information may include:

- Any national and/or regional regulatory information of the chemical or mixtures (including any OSHA, Department of Transportation, Environmental Protection Agency, or Consumer Product Safety Commission regulations)

Section 16: Other Information

This section indicates when the SDS was prepared or when the last known revision was made. The SDS may also state where the changes have been made to the previous version. You may wish to contact the supplier for an explanation of the changes. Other useful information also may be included here.

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APPENDIX C

Some General Guidelines for Storing Chemicals from Specific Hazard Classes

Note: Chemicals shall not be stored alphabetically across hazard classes

Flammable Liquids

Conditions for Storage: Store in a cool place away from heat, sun or source of ignition. Automatic fire detection equipment and spray devices should be used. Adequate ventilation should be provided to prevent vapor buildup. Use approved storage cabinets or safety cans for flammable liquids. Ground metal containers.

Store away from: Oxidizers, chemicals capable of spontaneous heating, explosives, materials that react with air or moisture to liberate heat, and ignition sources.

Corrosive Chemicals

Conditions for Storage: Separate acids from bases. Separate oxidizing acids (e.g. nitric acid) from other acids. Cabinets should be non-corroding or covered with fume resistant paint. Corrosives should not be stored above eye level. Use bottle carriers for transporting containers of corrosives. Have spill control pillows and neutralizing materials readily available.

Store away from: Toxic materials, active metals (sodium, magnesium, etc…), substances that release corrosive, toxic or flammable fumes on reaction, organic materials, flammable substances, and uncoated structural materials.

Toxic Chemicals

Conditions for Storage: Store away from heat, moisture and fire hazard areas. Protect from contamination with acids and fumes.

Store away from: Acids and other corrosives, reactive chemicals, fire hazards, heat, and moisture.

Reactive Chemicals

Conditions for Storage: A fire sprinkler, except where water sensitive chemicals are stored. Protect from extremes of temperature and rapid changes in temperature. Store oxidizers away from flammable or combustible materials, and away from reducing agents such as zinc and alkaline earth metals. Store peroxide-forming chemicals in airtight containers and label with receiving and disposal dates (these chemicals can form explosive peroxides that can be detonated by shock or heat). Store light sensitive chemicals in amber bottles.

Store away from: Organic materials, flammable materials, corrosives, and toxic materials.

Water and Air Sensitive Chemicals

Conditions for Storage: Store in waterproof, fire-resistant cabinet or room. Smoke and/or heat detector should be provided in storage area. Eliminate all ignition sources.

Store away from: Water and moist air, solutions of aqueous acids and bases, flammable storage area, and reactive chemicals.

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APPENDIX D

Request to Remove Used Chemicals (Page ____ of ____)
(Complete and submit to the Risk Management Office)

Department: _____ Date: _____

Contact Person: _____ Email: _____

Use this form to initiate the removal process for any used chemicals no longer to be kept on County premises. List each used chemical container as a separate item in the box below (be sure the container is properly labeled).

Building Location: _____

Form (circle one): solid liquid gas solution

Quantity (oz., gallons, pounds, etc…) _____

Chemical name: _____

Contents: _____

_____

Building Location: _____

Form (circle one): solid liquid gas solution

Quantity (oz., gallons, pounds, etc…) _____

Chemical name: _____

Contents: _____

_____

Building Location: _____

Form (circle one): solid liquid gas solution

Quantity (oz., gallons, pounds, etc…) _____

Chemical name: _____

Contents: _____

_____

Signature of person filing this request: _____

Signature of Department Head: _____

Signature of Facilities Manager: _____

Questions: Please contact Risk Management Office

Attachment: 06 Hazard Communication (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

EMERGENCY ACTION PLAN

Attachment: 07 Emergency Action Plan (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PURPOSE

The purpose of this Emergency Action Plan is to safely evacuate, shelter, or other outcomes at County facilities. All employees, supervisors, and managers are expected to follow the procedures outlined in this plan to ensure that employees and visitors are protected from any further harm during an emergency.

- Prompt and proper notifications are made as soon as an emergency is known or impending.
- That orderly, preplanned drills and actions will prevent panic, reduce hazard elements, provide safe evacuation or other actions appropriately, and maintain essential security of the premises and contents.
- Completion of all follow-up reports, inventories, renovations, or repairs, as is necessary and required.
- The earliest resumption of normal work.
- An emergency evacuation plan must be developed, posted, and communicated to all personnel. This plan will show route(s) for evacuation and assembly areas if total evacuation is determined to occur.

SCOPE

This Emergency Action Plan covers actions and procedures related to fire, power outages, earthquakes, storms and other emergencies. This plan includes emergency escape procedures and shelter-in-place assignments; procedures for employees who have to stay to operate critical plant operations before they evacuate (if applicable); procedures to account for employees after emergency evacuation; rescue and medical duties for those employees who are to perform them; the preferred means of reporting fires and other emergencies; and individuals who can be contacted for further information about the plan.

RESPONSIBILITY

The Risk Manager is responsible for the development and implementation of the emergency action plan. Risk Manager will communicate this emergency action plan to department heads. Department heads

will ensure that their employees are familiar with the emergency action plan and that they know how to implement various aspects of the plan for the particular emergency event.

OBJECTIVE

It is the intent of this policy to outline the emergency procedures for all employees and visitors in the event of a disaster. Each disaster will be different, requiring variations of the plan, depending on the seriousness and magnitude. A disaster is any unplanned and unexpected happening that causes great harm or damage, serious or sudden misfortune, a calamity such as fire, explosion, power failure, medical emergency, etc. Many happenings grow to disasters from humble beginnings which could have been minimized by prompt responsible reactions. As County employees, your well-rehearsed, quick, coordinated response can stabilize a situation, save lives and ensure the continuity of essential services. To make sure you are prepared to handle such emergencies, the County of Mariposa has established the following plans:

EMERGENCY ACTION PLAN

Reporting Emergencies

The prompt and accurate reporting of an emergency is often a key in how well that emergency is handled. A delay in calling for help, or providing insufficient or inaccurate information, can sometimes make the difference between life and death.

FOR ANY POLICE, FIRE OR MEDICAL EMERGENCY, DIAL 9-1-1

For any emergency requiring assistance from law enforcement, fire or paramedics, dial 9-1-1and stay on the line until emergency dispatchers indicate that they have all the necessary information.

FOR OTHER TYPES OF EMERGENCIES

Not all emergencies require that the above agencies be notified. Many emergencies can be handled by simply contacting the appropriate public utility company. The County also has in-house staff trained to handle many emergencies. They include the Facility Division of Public Works.

Responsibilities for Each County Facility:

The Department Head is responsible for providing a safe and healthy workplace for their employees. In doing so, they must also prepare for emergencies that may occur in the workplace. Although they may appoint others, i.e. the Department Safety Representative (DSR), to manage specific aspects of emergency preparedness, they bear the ultimate responsibility for their departments.

Attachment: 07 Emergency Action Plan (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

There are a number of reasons to evacuate a County facility. The most obvious is when a fire threatens the safety of the occupants. Other reasons may include the threat of toxic fumes from chemical spills affecting the building, bomb threats when there is enough information to believe it is not a hoax or when the building may have been damaged by a strong earthquake. An evacuation plan must be posted. Learn the location of ALL exits from your work area or building and practice an evacuation on your own to find out where the exits lead. Be aware of ALL available exits in the event the regular one(s) become unusable. All County buildings are required to have a floor plan posted with exits clearly indicated. An assembly area(s) must be designated. Each County facility should have a designated evacuation assembly area. These are usually located away from the building in a parking lot. Once the evacuation order is given, proceed to the evacuation area and remain there until told to do otherwise. The (DSR) must take a head count to be sure all employees are accounted for and out of the building.

To make sure you will be able to use exits during an emergency, the following guidelines are established:

1) Aisles and exits shall be free of obstructions.

   Fire Codes and Cal/OSHA Regulations regulate the widths of aisles. Depending on the use of the aisle, required widths are as follows:

   a) Office aisles serving one side only shall be a minimum of 36 inches wide.

   b) Office aisles serving two sides shall be a minimum of 44 inches wide.

   c) Areas serving employees only (entrance to workstation or cubicle) shall be a minimum of 28 inches wide.

   d) The occupant load of the floor or building determines main exit corridor widths.

2) Storage of any kind is **NOT** permitted in the aisles, even on a temporary basis. This is especially true of boxes, files, furniture etc.

3) Storage is **NOT** permitted on stairs or in stairwells.

4) Chairs, trash cans and other furnishings are **NOT** allowed in exit ways.

5) Exits shall be clearly identified with "EXIT" signs. Those requiring lighted signs shall be properly maintained.

6) Electric cords and telephone/computer cables shall **NOT** lie across aisles where they may present a tripping hazard.

Attachment: 07 Emergency Action Plan (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

EARTHQUAKES

Earthquakes occur without warning and can be of any magnitude. The damage done by an earthquake generally encompasses several scenarios addressed in this Guide (medical emergencies, fires, hazardous materials, etc.).

Earthquakes in Mariposa County are not very frequent or high magnitude; however, it is important for you to know how to respond properly in order to minimize panic and confusion. It will be up to you, the employee, to be self-reliant in the early stages of the emergency.

i. Check all work locations for potential earthquake hazards and have them eliminated.

ii. Identify safe locations: under sturdy tables, desks, or against inside walls (doorways are not ideal). Outside safe locations include open areas away from buildings, trees, light poles and overhead electric wires.

iii. Identify items to fix: tall book shelves and file cabinets that are not secured and are over 4 feet in height, light fixtures that are not supported by diagonal wires, etc.

iv. Practice your plan. Physically place yourself in safe locations.

Earthquakes can be very frightening. Remaining calm will make it easier to respond appropriately.

i. If you are indoors, stay there. **DO NOT RUN OUTDOORS**. Most deaths and injuries occur as people leave buildings. Do not use elevators (elevators must not be used until they are inspected by service personnel after the earthquake).

ii. If you are outdoors, get into an open area away from trees, buildings, walls and power lines.

iii. When driving, pull over to the side of the road and stop, but not under power lines or overpasses. Remain inside the vehicle until the shaking is over.

FIRES AND SMOKE

Fires in buildings produce extreme heat, toxic gases and smoke. Most deaths are directly attributed to the inhalation of the gases and smoke. Even small amounts of gases and smoke can be fatal and must be avoided.

If a fire is detected, the nearest fire alarm must be activated to initiate building evacuation and **dial 9-1-1.**

Attachment: 07 Emergency Action Plan (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

1) Upon activation of the fire alarm system, employees must immediately leave the building by the nearest emergency exit and report to assigned assembly areas for head count.

2) Once assembled, Supervisors, Managers or the DSR must conduct a head count to identify any missing employees and report to the Department Head.

3) The Department Head must report the head count, including any information regarding missing or injured employees to emergency response personnel and the County Risk Manager.

4) No employee shall re-enter a building after activation of a fire alarm until authorized to do so by emergency response personnel and the Department Head or her/his designee.

5) Confine the fire. Small fires can rapidly become out of control. Close doors and windows in the area to prevent the spread of fire and smoke to other parts of the building.

Extinguishing the fire should be your last priority. You may attempt it **ONLY** if the fire is small and you have been trained how to safely use a fire extinguisher.

FIRE PREVENTION PLAN

RESPONSIBILITY

1) Department Heads are responsible for providing a safe and healthy workplace for their employees. In doing so, they must also prepare for emergencies that may occur in the workplace. Although they may appoint others to manage specific aspects of emergency preparedness, they bear the ultimate responsibility for promoting and supporting it in their departments.

2) The Departmental Safety Representative (DSR) is the focal point for emergency planning, communication, and decisions for the facility in the event of an emergency. The DSR must have the authority to carry out their responsibilities and have a basic understanding of emergency response systems.

3) Designated employees appointed to support the facility emergency plan should be conscientious, have good communication skills, be physically capable of performing necessary tasks and hold positions that do not routinely require their absence from the facility.

4) Supervisors are responsible for regularly and properly maintaining, according to established procedures, equipment installed in their spaces to prevent accidental ignition of combustible materials. Supervisors shall bring to the attention of the Department Head any potential fire or evacuation problems.

Attachment: 07 Emergency Action Plan (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

5) All County employees should:

a) Become familiar with the facility exits, both regular and alternate.

b) Become familiar with the Facility Emergency Plan.

c) Know where the emergency assembly areas are located and be prepared to report to them when directed to do so.

d) Know how and to whom to report emergencies (supervisor, DSR, etc.).

e) During an emergency, follow the instructions of the designated employees.

Electrical Equipment

Employees should be alert around electrified equipment. If electrical equipment is not working properly or if it emits an -unusual odor (often the first sign of a problem that could cause a fire), immediately disconnect the equipment and notify your supervisor. Any electrical cord that is cracked or has a broken connection should be reported to your supervisor so a work request can be completed. Keep all heat-producing equipment/appliances away from the wall and away from anything that might burn. Leave plenty of space for air to circulate around copy machines, computers, and other equipment or appliances that normally radiate heat. Make sure all equipment/appliances in your work area, e.g., coffee makers, hot plates, etc., are turned off at the end of each workday. One person should be assigned to verify that the plugs have been disconnected from the outlet, or if connected to a switched outlet or power strip, that the switch or power strip is turned off.

Surge Protectors

Protect surge protectors/power strips from damage. Do not put them across doorways or any place where they will be stepped on or chafed. Check the amperage load specified by the manufacturer of the "listing laboratory" and do not exceed it (call Facilities Maintenance if you need assistance). Do not plug one surge protector/power strip into another one and do not plug more than one surge protector/ power strip into one wall outlet. SURGE PROTECTORS AND POWER STRIPS SHOULD NOT BE USED AS SUBSTITUTES FOR PERMANENT WIRING.

NOTE: Surge protectors/power strips will be the type with built in 15 to 20 amp circuit breaker. Extension cords should not be used in any County office area.

Space Heaters

Do not use space heaters unless approved by Department management and the County Risk Manager. Approved space heaters must not be plugged into modular workstation electrical systems. They must be plugged into facility wall outlets only.

Attachment: 07 Emergency Action Plan (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Storage Areas

Help keep storage areas, stairway landings and other out-of-the-way locations free of waste paper, empty cartons or other material that could cause a fire.

References

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	3220	https://www.dir.ca.gov/title8/3220.html

Attachment: 07 Emergency Action Plan (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

HEAT ILLNESS PREVENTION PROGRAM (HIPP)

PURPOSE

Mariposa County considers the safety and health of its employees to be one of its top priorities. This program is intended to serve as a guideline for employees to protect themselves against the effects of heat illness.

SCOPE

Heat illness is a serious medical condition resulting from the body's inability to cope with heat and to cool itself. The effect of heat illness can range from sunburn to heat exhaustion and heat stroke. The hot temperatures that California experiences throughout the year make it imperative that all employees affected are provided with the appropriate materials and training needed to keep themselves safe. The Heat Illness Prevention Program (HIPP) is applicable to all employees who work outdoors.

RESPONSIBILITIES

Risk Manager

Responsibilities are consistent with those outlined in the Injury and Illness Prevention Program (IIPP). The Risk Manager will develop and implement this program. They will also ensure that supervisors and department heads have the appropriate resources to deliver this program to their employees.

Supervisors

In addition to the responsibilities listed in the IIPP, supervisors are responsible for:

1. Learning and following this Heat Illness Prevention Program.
2. Providing training to their employees on how to prevent and treat heat illness. (See Section III for more details.)
3. Providing potable drinking water and a shaded break area for all employees covered by the Heat Illness Prevention Program.
4. Checking the temperature and humidity forecast before each shift.
5. Knowing and being able to recognize the signs and symptoms of heat illness.
6. Knowing the first aid procedures needed to treat the various forms and stages of heat illness.

Adopted 6/20/17 with Res. 2017-403
Amended ____/23 with Res. 2023-_____

Attachment: 08 Heat Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

7. Posting HIPP Emergency Response Procedures (See Appendix G).
8. Contacting emergency services and accurately reporting the work location to 911 when needed.

Employees

In addition to the responsibilities listed in the IIPP, employees are responsible for:

1. Familiarizing themselves with and following the Heat Illness Prevention Program.
2. Knowing and being able to recognize the signs and symptoms of heat illness.
3. Knowing the first aid procedures needed to treat the various forms and stages of heat illness.
4. Frequently consuming the provided drinking water throughout the workday.
5. Taking a 5-minute break in an adequately shaded area when a preventative recovery period is needed.
6. Contacting emergency services and accurately reporting the work location to 911 when needed. (See Appendix G).

COMPLIANCE

Each County employee exposed to the environmental risk factors of heat illness will be included in this program. This means that they will be provided with an adequate water supply, shade for recovery periods, and heat illness prevention/treatment training.
To ensure all employees comply with the County's rules and maintain a safe workplace, the compliance system includes:

Identifying weather conditions in which the program will take effect:

Check heat index before beginning work (See Appendix B). If a heat advisory is released or the heat index is in the extreme caution (yellow), danger (light red) or extreme danger (dark red) the HIPP should be implemented.

Providing Water and Shade For Employees

Supervisors shall evaluate existing drinking water levels hourly to ensure proper amounts of water are available to staff. If levels are below requirements to support 1 quart per hour per employee for the work shift, the supervisor shall call the main office to request additional water. Water will be delivered by the main office via any of the following methods: helicopter, mule, horse, person, vehicle or the like. Water can be delivered in various containers including drums, hydration packs, water bottles, and the like.

Attachment: 08 Heat Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Water

1. Ensure all employees working outdoors have access to potable drinking water. The County will set aside funds for the purchase of water in locations where it is not plumbed or otherwise continuously supplied.
2. Supervisors will be responsible for making arrangements when on-site water is not available by provided with one quart of water per person per hour. (See Appendix C for worksheet.)
3. Each applicable location will determine how water will be distributed to employees, (e.g. water coolers or water bottles).
4. Water should be kept out of direct sunlight to remain as cool as possible.

Shade

1. Shade is defined as the blockage of direct sunlight; some sources of shade may include trees, canopies, or buildings.
2. All employees will be provided with a shaded area, or other cooling methods that are at least as effective, for their rest/recovery breaks.
3. Shade is not adequate when heat in the area of shade does not allow the body to cool. Examples of inadequate places to seek shade are cars, parking booths (unless air conditioned), and heat generating machinery.
4. Employees shall be allowed and encouraged to take a cool-down rest in the shade for a period of no less than five minutes at a time when they feel the need to do so to protect themselves from overheating. Such access to shade shall always be permitted.
5. When shade is not available on-site, supervisors will bring portable shade structures for break and cool down areas.

TRAINING

Training employees on how to identify and respond to heat illness. The County will provide all employees subject to this standard with heat illness prevention training prior to beginning work that should reasonably be anticipated to result in exposure to the risk of heat illness.
All training will cover the topics listed in section four of this program.

Supervisors shall be trained in subsection (f)(2)(A) through (D) of Title 8 CCR Section 3395 in addition to the topics listed in section four of this program.

Training provided by the County will cover the following topics:

1. Environmental and personal risk factors.
2. The procedures for complying with requirements of Title 8 California Code of Regulations Section 3395.

Attachment: 08 Heat Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

3. The importance of water consumption.
4. Acclimatization.
5. The different types, signs and symptoms of heat illness.
6. Reporting symptoms or signs of heat illness in themselves or in co-workers.
7. Procedures for responding to symptoms of possible heat illness.
8. Procedures for contacting emergency medical services.
9. Procedures for ensuring that, in the event of an emergency, clear and precise directions to work site can and will be provided to emergency responders.

Environmental and Personal Risk Factors

Environmental risk factors for heat illness are "working conditions that create the possibility that heat illness could occur." These risk factors include, but are not limited to, the following:

1. Air temperature
2. Humidity
3. Air movement
4. Work severity and duration

Personal Protective Equipment (PPE)

Personal risk factors for heat illness include but are not limited to the following:

1. Age
2. Health
3. Water consumption
4. Consumption of diuretics
5. Degree of acclimatization
6. Use of prescription and non-prescription medications

**Definitions of the above risk factors are located in Appendix D **

COMPLIANCE

The County will perform the following tasks:

- Provide all employees and supervisors with the training required by T8 CCR 3395 subsection (f).
- Provide fresh water and shade for each employee.
- Develop and implement written procedures for complying with the heat illness prevention standard.

Attachment: 08 Heat Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

- All employees will be trained prior to working outdoors.
- When possible, working hours will be modified to work during the cooler hours of the day.
- When a modified or shorter work-shift is not possible, more water and rest breaks will be provided.
- Supervisors will stay alert to the presence of heat related symptoms.

Employees failing to comply with this policy will be subject to disciplinary action in accordance with the union agreements and County policies.

CONSUMPTION OF WATER

It is important that employees do not rely on thirst to prompt them to drink water. Once a person begins to feel thirst, the body has already lost a significant amount of water. During heavy physical activity an employee may need to drink 8-12 oz. of water every 15 minutes to prevent dehydration and heat illness.

Employees are to avoid drinks with excessive amounts of sugar and carbohydrates, as these ingredients may cause the employee to feel full or even sick. Employees should come to work well hydrated and should take 5-minute recovery periods to allow the body to cool off throughout the workday. If possible, keep water out of direct sunlight and encourage employees to frequently drink small quantities of water when the work environment is hot and employees are likely to sweat more than usual.

ACCLIMATIZATION

When supervisors and employees are exposed to the environmental and personal risk factors of heat illness, they should take the proper precautions. Use of acclimatization, the gradual adaptation of the body to work in the heat, can help minimize an employee's chances of falling ill. Most people become acclimated to significant changes in temperature by progressively increasing their workload over a period of four to ten days. The human body needs time to adjust to working in hot and humid conditions.

Acclimatization is important for employees that are: returning to work after a prolonged absence, returning to work after being off sick, moving from a cooler climate to a hotter climate, or are in an area experiencing a heat wave bringing higher temperatures/ humidity levels.

THE DIFFERENT TYPES, SIGNS AND SYMPTOMS OF HEAT ILLNESS

There are five different types of heat illness that employees and supervisors need to be aware of and be able to recognize while working. It is important that all employees working in the sun remain aware of

Attachment: 08 Heat Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

how their bodies are handling working under the various environmental and personal risk factors. They should also be aware of how their co-workers are handling working under extreme conditions.

1. Sunburn
2. Heat Rash
3. Heat Cramps
4. Heat Exhaustion
5. Heatstroke (or sunstroke)

**For further information concerning these heat illnesses please see Appendix E. **

REPORTING

Reporting the symptoms or signs of heat illness. If employees are experiencing any of the heat illness signs or symptoms they should:

1. Immediately report these signs or symptoms to their immediate supervisors.
2. If the victim's symptoms indicate sunburn, heat rash, heat cramps or heat exhaustion the supervisor should follow the first aid procedures listed in section G below.
3. If the victim's symptoms indicate heatstroke the supervisor should follow the directions in section G and immediately seek medical attention.

TREATING HEAT ILLNESS

Employees should know how to properly treat heat illnesses and will receive specific training during classroom instruction.

- When a victim experiences symptoms of heat illness the supervisor must be immediately notified.
- Commence first aid treatment and contact emergency services if needed.

Sunburn

Symptoms of sunburn usually include redness and pain. In severe cases there may be swelling of skin, blisters, fever and headaches.

1. Use ointment for mild cases of blisters.
2. If the blisters break one should apply dry sterile dressing.
3. A physician should be seen for extensive cases.

Attachment: 08 Heat Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Heat Rash

This form of heat illness is one of the most common problems in hot work environments. Symptoms generally include red clusters of pimples or small blisters on the neck and upper chest.

1. Keep the affected area dry.
2. Avoid using ointments or creams- they may make the condition worse.

Heat Cramps

The victim will feel muscle pains or spasms, usually in the abdomen, arms or legs.

1. Stop all activity and sit in an air-conditioned or shaded area.
2. Drink cool water, clear juices or sports drinks.
3. Seek medical attention if cramps continue.

Heat Exhaustion

Symptoms of heat exhaustion may include heavy sweating and weakness, a fast and weak pulse rate, nausea, fainting or vomiting.

1. Stop all activity and get into an air-conditioned or shaded area.
2. Lie down and loosen clothing.
3. Drink cool, not iced, water or sports drinks.
4. Cool the person by spraying or sponging him or her with cool water and fanning.
5. Monitor the person carefully. Heat exhaustion can quickly become heatstroke. If fever greater than 102F, fainting, confusion or seizures occur, call for emergency medical assistance.

Heatstroke or Sunstroke

Symptoms of heatstroke may include high body temperature (106 F or higher), hot dry skin, unconsciousness, or convulsions.

1. Stop all activity and get victim into an air-conditioned or shaded area.
2. Call 9-1-1 for emergency medical assistance.
3. Do not give anything by mouth (even water).
4. Cool the person by spraying or sponging him or her with cool water and fanning.

Once the employee has been treated, the supervisor should conduct an emergency refresher on Heat Illness Prevention for all employees on site.

- The supervisor should have employees fill out a sign in sheet for training (see example in Appendix F).

Attachment: 08 Heat Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

- The supervisor must attach a summary of what was said along with any handouts that were passed out.
- If the victim is hospitalized the supervisor must immediately the Countys Risk Manager in accordance with the County's OSHA Response Policy.

CONTACTING EMERGENCY SERVICES

All supervisors are responsible for checking site-specific emergency services before going into the field. In case of emergency call 9-1-1 to get immediate assistance.

Clear and Precise Directions

Under item two of the Emergency Response Procedures form (Appendix G), supervisors are responsible for filling in the full address and contact number for the work site. Employees will be using this information during an emergency so it is important to be as specific as possible. In the "Special Instructions" section the supervisor must write down any instructions emergency services may need in order to reach the victim/worksite. It is important that the supervisor gives special instructions that are specific to the work location. If there is a section in item two that does not apply to your workplace please write N/A in the blank spaces provided.

*** Once the Emergency Response Procedures form is completed please post the form in a location that is accessible to all employees. ***

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	3395	https://www.dir.ca.gov/title8/3395.html

Attachment: 08 Heat Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

RESOURCES

Cal/OSHA

http://www.dir.ca.gov/DOSH/HeatIllnessInfo.html

National Weather Service

(Current temperature and humidity level depending on location.)

http://weather.noaa.gov/weather/CA_cc_us.html

Centers for Disease Control and Prevention

http://www.bt.cdc.gov/disasters/extremeheat/faq.asp

Fed/OSHA

http://www.osha.gov/dts/osta/otm/otm_iii/otm_iii_4.html

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HIPP APPENDIX A

DEFINITIONS:

“Acclimatization” means temporary adaptation of the body to work in the heat that occurs gradually when a person is exposed to it. Acclimatization peaks in most people within four to fourteen days of regular work for at least two hours per day in the heat.

“Heat Illness” means a serious medical condition resulting from the body's inability to cope with a particular heat load, and includes heat cramps, heat exhaustion, heat syncope and heat stroke.

“Environmental risk factors for heat illness” means working conditions that create the possibility that heat illness could occur, including air temperature, relative humidity, radiant heat from the sun and other sources, conductive heat sources such as the ground, air movement, workload severity and duration, protective clothing and personal protective equipment worn by employees.

“Landscaping” means providing landscape care and maintenance services and/or installing trees, shrubs, plants, lawns, or gardens, or providing these services in conjunction with the design of landscape plans and/or the construction (i.e., installation) of walkways, retaining walls, decks, fences, ponds, and similar structures, except for employment by an employer who operates a fixed establishment where the work is to be performed and where drinking water is plumbed.

“Oil and gas extraction” means operating and/or developing oil and gas field properties, exploring for crude petroleum or natural gas, mining or extracting of oil or gas or recovering liquid hydrocarbons from oil or gas field gases.

“Personal risk factors for heat illness” means factors such as an individual's age, degree of acclimatization, health, water consumption, alcohol consumption, caffeine consumption, and use of prescription medications that affect the body's water retention or other physiological responses to heat.

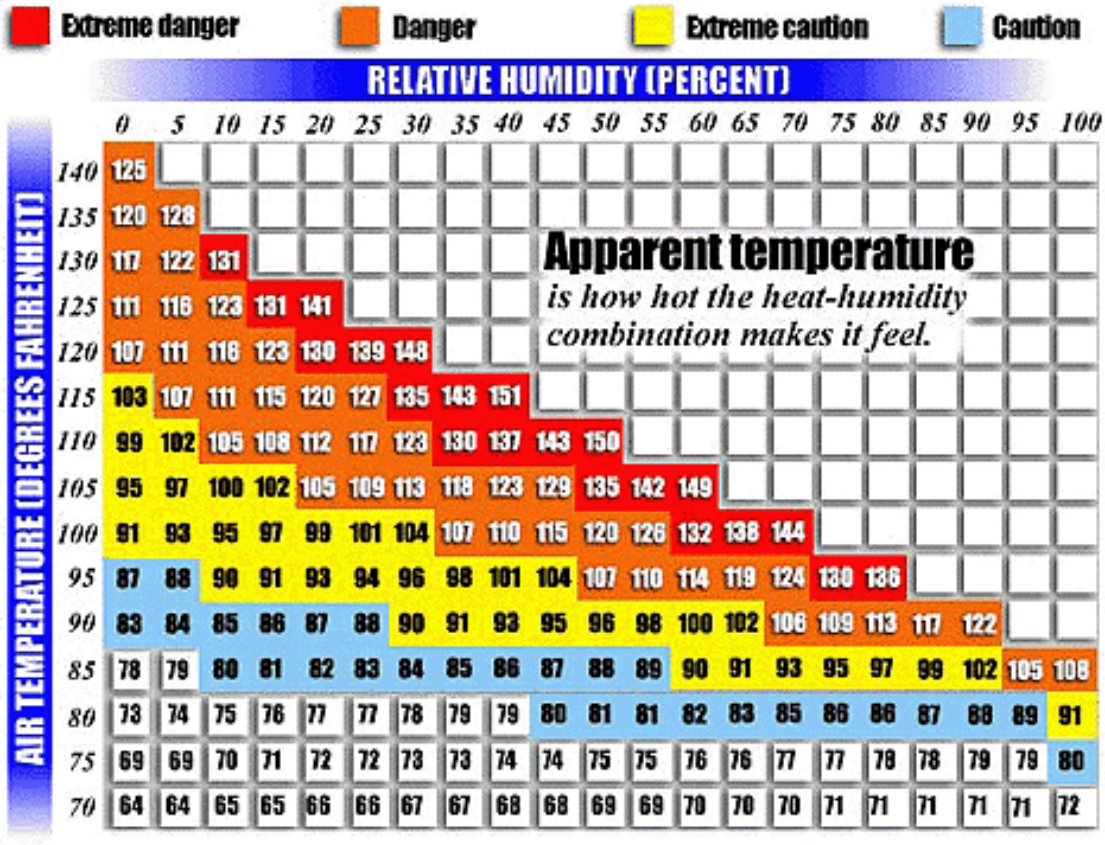
“Shade” means blockage of direct sunlight. One indicator that blockage is sufficient is when objects do not cast a shadow in the area of blocked sunlight. Shade is not adequate when heat in the area of shade defeats the purpose of shade, which is to allow the body to cool. For example, a car sitting in the sun does not provide acceptable shade to a person inside it, unless the car is running with air conditioning. Shade may be provided by any natural or artificial means that does not expose employees to unsafe or unhealthy conditions.

“Temperature” means the dry bulb temperature in degrees Fahrenheit obtainable by using a thermometer to measure the outdoor temperature in an area where there is no shade. While the temperature measurement must be taken in an area with full sunlight, the bulb or sensor of the thermometer should be shielded while taking the measurement, e.g., with the hand or some other object, from direct contact by sunlight.

Attachment: 08 Heat Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

HIPP APPENDIX B

Heat Index



Attachment: 08 Heat Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

APPENDIX C

WATER NEEDED DAILY

The Heat Illness prevention standard, Title 8, California Code of Regulations, Section 3395, requires all employers with outdoor worksites to take 4 basic steps to prevent heat illness:

- Provide heat illness prevention training to all employees, including supervisors.
- Provide access to shade for at least 5 minutes of rest when an employee believes he or she needs a preventative recovery period.
- Develop and implement written procedures for complying with the Heat Illness Prevention Standard.
- Provide enough fresh, cool water so that each employee can drink at least 1 quart per hour and encourage them to do so.

The following calculations are being provided to help locations determine the amount of water needed daily at each location. These calculations are based on an 8-hour workday. The amount of water required increases for employees who work 9 or 10-hour days.

_____ x 8 = _____

# of employees # of **quarts**/day

_____ x 2 = _____

# of employees # of **gallons**/day

Cal/OSHA data has revealed that a significant percentage of those who succumbed to the heat suffered from dehydration even though drinking water was available. Under extreme conditions employees can lose up to a quart of water an hour through perspiration and may not feel thirsty until they are already dehydrated. It is important that employees are provided with water and also encouraged to drink an adequate amount throughout the day.

Attachment: 08 Heat Illness Prevention Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

HIPP APPENDIX D

ENVIRONMENTAL AND PERSONAL RISK FACTOR DEFINITIONS

Air temperature/humidity

There is no absolute temperature cut off below which work in heat is not a risk. With heavy work at high humidity sweat will not evaporate as quickly as is needed to adequately cool the body's temperature. At temperatures at or above 90°F, especially with heavy work, heat risk reduction needs to be a major concern.

Air movement

Convection is the process by which the body exchanges heat with the surrounding air. The body gains heat from hot air and loses heat to cold air that comes in contact with the skin. Convective heat exchange increases with increasing air speed and increased differences between air and skin temperature. If air movement is limited, the body's ability to cool itself may be affected.

Work severity and duration

In moderately hot environments, the body "goes to work" to get rid of excess heat so it can maintain its normal body temperature. The heart rate increases to pump more blood through outer body parts and skin so that excess heat is lost to the environment, and sweating occurs. These changes impose additional demands on the body. Changes in blood flow and excessive sweating reduce a person's ability to do physical and mental work. Manual work produces additional metabolic heat and adds to the body heat burden. When the environmental temperature rises above 86°F, it may interfere with the performance of mental tasks.

Protective equipment worn by employees

With heavy work, if employees are wearing protective clothing they could be at risk. Employees wearing protective equipment, tight clothing and dark colors are also at risk.

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PERSONAL RISK FACTORS FOR HEAT ILLNESS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

Age

Old age and youth may impair the body's ability to perspire and regulate its temperature.

Health

People who are physically ill, especially with heart disease or high blood pressure may be affected by extreme heat.

Water consumption

Cal/OSHA data has revealed that a significant percentage of those who succumbed to heat illness suffered from dehydration even though drinking water was available. Under extreme conditions employees can lose up to a quart of water an hour through perspiration and may not feel thirsty until they are already dehydrated. It is important that employees are provided with water and also encouraged to drink an adequate amount throughout the day.

Consumption of diuretics

Drinks such as coffee, tea, alcohol and soda deplete body fluid and can help cause dehydration. Employees should avoid consuming these types of drinks while working in warm environments.

Degree of acclimatization

Acclimatization is particularly important for employees returning to work after (1) a prolonged absence, (2) recent illness, or (3) recently moving from a cool to hot climate. For heavy work under hot conditions, a period of 4 to 10 days of progressively increasing work time is recommended.

Use of prescription and non-prescription medications

Medication type	*How it affects your body*
Anti-motion-sickness drugs that contain atropine	• Inhibits sweating; and • Creates cardiac disturbances.
Diuretics (medications that increase urination)	• Causes dehydration; • Decreases cardiac output; and • Inhibits sweating.
Stomach (gastrointestinal) drugs that contain atropine (such as Donnatal)	• Inhibits sweating.
Tranquilizers and some over-the-counter sleeping pills	• Affects ability to recognize increases in body temperature; and • Affect thirst thresholds.

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Antidepressants and antipsychotics (such as Prozac, Thorazine, Haldol)	• Affects ability to recognize increases in body temperature; and • Increases body temperature.
Antihistamines (allergy medications such as Benadryl)	• Constricts blood vessels; • Inhibits sweating; and • Increases body heat.
Heart (cardiovascular) drugs, including beta blockers (such as Blocadren) and diuretics (such as Diuril)	• Decreases cardiac output and later blood flow; and • Causes dehydration.
Parkinson's disease medications	• Inhibits sweating; and • Creates cardiac disturbances.

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HIPP APPENDIX E

HEAT RELATED ILLNESS, SYMPTOMS AND FIRST AID

Always drink plenty of water and take frequent breaks when working or playing in hot weather.

What are the different types of heat-related illnesses?

Heat Disorder	Symptoms	First Aid
Sunburn	- Redness and pain - In severe cases: swelling of skin, blisters, fever, and headaches	Ointment for mild cases if blisters appear. If breaking occurs, apply dry sterile dressing. A physician should see serious, extensive cases.
Heat Rash	- Red clusters of pimples or small blisters on the neck and upper chest, in the groin, under the breasts, and in elbow creases	Keep the affected area dry. Dusting powder may be used to increase comfort, but avoid using ointments or creams – they keep the skin warm and moist and may make the condition worse.
Heat Cramps	- Muscle pains or spasms usually in the abdomen, arms, or legs - Heavy sweating	Stop all activity and sit in a cool place. Drink water, clear juices, or sports beverages such as Gatorade. Seek medical attention if pain does not subside in one hour.
Heat Exhaustion	- Heavy sweating and weakness - Skin is cold, pale and/or clammy - Muscle cramps - Tiredness, weakness, dizziness, headache - Fast and weak pulse rate - Fast and shallow breathing - Nausea, fainting or vomiting	Get out of the sun and into an air-conditioned environment. Lie down and loosen clothing. Drink cool, non-alcoholic beverages. Take a cool shower, bath, or sponge bath. If vomiting continues, seek immediate medical attention.
Heatstroke (or sunstroke)	- High body temperature (106°F or higher) - Hot dry skin (no sweating) - Rapid and strong pulse - May be extremely disoriented - Possible unconsciousness - Possible convulsions	**Heatstroke is a severe medical emergency. Summon medical assistance or get the victim to a hospital immediately. Delay can be fatal.** Move the victim to a cooler environment. Reduce body

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		temperature with a cold bath or sponging. Use extreme caution. Remove clothing, use fans and air conditioners. If temperature rises again, repeat process. Do not give anything by mouth (even water).

WHO'S AT RISK?

Anyone exposed to high temperatures for a sustained period of time is at risk for a heat-related illness or death. The body normally cools itself by sweating. Under some conditions, however, sweating just isn't enough. In such cases, a person's body temperature rises rapidly. Very high body temperatures may damage the brain or other vital organs. Several factors affect the body's ability to cool itself during extremely hot weather. When the humidity is high, sweat will not evaporate as fast, preventing the body from releasing heat quickly. Other conditions that impair the body's ability to regulate its temperature or that inhibit perspiration include old age, youth (age 0-4), obesity, fever, dehydration, heart disease, mental illness, poor circulation, sunburn, and prescription drug or alcohol use.

HOW CAN YOU PREVENT HEAT-RELATED ILLNESS?

- Drink more fluids (nonalcoholic) regardless of your activity level. Don't wait until you're thirsty to drink. Warning: If your doctor generally limits the amount of fluid you drink or has you on water pills, ask him/her how much you should drink while the weather is hot.
- Limit liquids that contain caffeine, alcohol, or large amounts of sugar – these actually cause you to lose more body fluid. Also, avoid very cold drinks, because they can cause stomach cramps.
- Stay indoors and, if at all possible, stay in an air-conditioned place. If your home does not have air conditioning, go to the shopping mall or public library – even a few hours spent in air conditioning can help your body stay cooler when you go back into the heat. Call your local health department to see if heat-relief shelters are available in your area.
- Electric fans may provide comfort, but when the temperature is in the high 90s, fans will not prevent heat-related illnesses. Taking a cool shower or bath, or moving to an air-conditioned place is a much better way to cool off.
- Wear lightweight, light-colored, loose-fitting clothing.
- During heat waves, check on the elderly, disabled, and homebound people to ensure their safety. Never leave children in cars or similar enclosed spaces, and make sure they aren't able to lock themselves in an enclosed space such as a car trunk.
- NEVER leave anyone or an animal inside a vehicle without proper ventilation.

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If you must be out in the heat:

- Limit your outdoor activity to morning and evening hours. Take cover during the sun's peak hours from noon to 3pm. Try to rest often in shady areas.
- Cut down on exercise. If you must exercise, drink two to four glasses of cool, nonalcoholic fluids each hour. A sports beverage can replace the salt and minerals you lose in sweat. Warning: If you are on a low-salt diet, talk with your doctor before drinking a sports beverage.
- Protect yourself from the sun by wearing a wide-brimmed hat (also keeps you cooler) and sunglasses and by putting on sunscreen of SPF 15 or higher (the most effective products say “broad spectrum” or “UVA/UVB protection” on their labels).

DISCLAIMER

These self-help measures are not a substitute for medical care but are intended to help you recognize and respond promptly to warning signs of trouble. Your best defense against heat-related illness is prevention. Staying cool and making simple changes in your fluid intake, activities, and clothing during hot weather can help you remain safe and healthy.

For more information:

- Please look at http://www.osha.gov/SLTC/heatstress/
- Talk to your supervisor or manager;

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HIPP APPENDIX F

Hearing Conservation Training Sign-In Sheet

Instructor: Date:

Location: Time:

Printed Name	Signature	Employee ID

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HIPP APPENDIX G

EMERGENCY RESPONSE PROCEDURES

If the first aid recommendations in Section G do not reduce the employee's symptoms, their condition becomes worse, or the employee exhibits signs of heat exhaustion or heat stroke, use the following:

1. Immediately call _____ for assistance.
2. Give the address and, if needed, any special instructions on how to enter the work site.

_____

Address

_____

City, State and Zip Code

_____

Call Back Phone Number

Special Instructions On How To Reach The Victim:

_____

_____

_____

_____

3. If possible, send someone to flag down emergency services.
4. If the victim is hospitalized overnight for anything other than observation the supervisor is required to contact Cal-OSHA to report the incident.

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ERGONOMICS PROGRAM

Attachment: 09 Ergonomics Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

EXECUTIVE SUMMARY

The Program is meant to identify and minimize musculoskeletal disorders and repetitive motion injuries that have the potential to arise in the course of employment with the County of Mariposa. The Ergonomics Program Officer is Rhonda Scherf.

Specific responsibilities are set forth in the Program in the following categories:

- County of Mariposa (as an organization)
- Ergonomics Program Officer
- Administration
- Employees

The Program is comprised of seven elements:

- Training
- Surveillance
- Evaluation
- Control Strategies
- Follow-up
- Communication
- Documentation
- Equipment Purchasing

All County of Mariposa employees are expected to participate in the Ergonomics Program. Failure to do so may result in injury and/or illness, lost time from work, reduced morale and quality of work, and/or disciplinary action in accordance with County policies.

PURPOSE

The purpose of this program is to identify repetitive motion and other ergonomics hazards at County of Mariposa and implement risk reduction methods to minimize the occurrence of such injuries and help improve the quality of life in Mariposa County through the efficient delivery of outstanding public services.

Adopted 7/6/21 with Res. 2021-399
Amended 9/20/22 with Res. 2022-530
Amended ____/23 with Res. 2023-_____

SCOPE

The Ergonomics Program applies to all employees of County of Mariposa, including regular part-time and full-time employees, and contract employees who are under County of Mariposa's direct control and supervision.

RISK OF NON-COMPLIANCE

Failure to follow this program may result in increased injury or illness to employees, resulting in long term or permanent changes to the employees' safety and health.

DEFINITIONS

Ergonomics: The study of the relationship between people, their work and their physical work environment. The major goal of ergonomics is to fit the job to the individual and promote healthy and safe work practices.

Risk Factors: Poor workplace designs can present stressors called risk factors. These risk factors may include:

- **Repetition –** the number of motions or movements that are performed per cycle/shift.
- **Force** – the power of the muscles used to produce motion in order to perform necessary activities such as lifting, grasping, pinching, pushing, etc.
- **Extreme Postures** – when muscles are required to work at a level near or at their maximum capacity.

Musculoskeletal Disorder (MSD): An injury or illness of the soft tissues of the upper extremity, shoulders and neck, lower back, and lower extremity that is primarily caused or exacerbated by workplace risk factors, such as sustained and repeated exertions or awkward postures and manipulations. (Examples include: tendonitis, epicondylitis, rotator cuff syndrome, low-back pain.)

Repetitive Motion Injury (RMI): Also known as repetitive stress injuries, an RMI is a type of stress injury that results from repetitive motions such as frequent bending or sustained awkward positioning performed over extended periods of time without allowing for sufficient rest. Examples of RMI are medical conditions resulting from repeated use of a body part.

ERGONOMICS PROGRAM OFFICER

Rhonda Scherf serves as the Ergonomics Program Officer and administers the responsibilities outlined within this program as applicable. The Program Officer can be reached at (209) 742-1233.

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ORGANIZATIONAL RESPONSIBILITIES

1. County of Mariposa

- Set an expectation for compliance with the program.
- Allocate appropriate resources to implement and execute the program.
- Ensure operating and business needs integrate the requirements of the program.
- Integrate ergonomics principles into new or changed work designs, programs, specifications, and standards for equipment and work tasks.

2. Ergonomics Program Officer

- Coordinates the development, implementation, and maintenance of the Ergonomics Program in accordance with the County of Mariposa Injury and Illness Prevention Program.
- Fields requests for ergonomic evaluations.
- Involves management in ergonomic evaluations and development of control strategies.
- Promotes a pro-active approach and encourages employee notification of discomfort to ensure risk factors are identified and minimized before an injury occurs.
- Monitors reports of employee injury and illness to ensure risk factors are identified and minimized.
- Upon diagnosis of a repetitive motion injury, conducts an ergonomic evaluation, ensures corrective action is taken, and arranges refresher training for all employees who perform the same or similar work activities that led to the injury.
- Maintains documentation of training, evaluation results, and control strategies implemented.
- Tracks and communicates regulatory requirements for ergonomics.
- Updates the written Ergonomics Program as needed; reviewed at least annually.

3. County of Mariposa Administration

- Incorporate employee participation and support of Ergonomics Program into annual performance review.
- Encourage employees to recognize and report possible RMI symptoms for early intervention.
- Recognize workplace conditions, work behaviors, and tasks that increase an employee's risk of developing RMIs.
- Initiate and participate in ergonomic evaluations and control strategy development with employees.

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- Implement ergonomics principles into work designs, programs, specifications, and standards for equipment and work tasks.
- Ensure implementation of feasible control strategies to eliminate or minimize RMI risk factors, including modifications to work procedures and/or pace.

4. County of Mariposa Employees

- Complete required training by the established deadline.
- Use available resources to learn the causes of RMIs and methods of prevention.
- Take personal responsibility for identifying RMI risk factors, communicating this information with supervisors, and applying control strategies to prevent RMIs.
- Communicate ergonomics concerns to supervisor or Ergonomics Program Officer.
- Participate in the evaluation of the work area for potential risk factors and in development and implementation of control strategies.
- Correctly use the control strategies provided to reduce potential risk factors.
- Promptly report any discomfort or pain associated with a work task or operation to supervisor or Ergonomics Program Officer.

PROGRAM ELEMENTS

1. Training

Employees will be provided training as part of the New Employee Orientation required for all new hires and substitutes that includes an explanation of:

- The County of Mariposa Ergonomics Program
- Risk factors associated with RMIs
- Symptoms and consequences of RMIs
- The importance of promptly reporting symptoms and injuries
- Methods used by County of Mariposa to minimize RMIs

2. Monitoring

Gather information to determine the scope and characteristics of RMI exposures in the workplace. Indicators may include a review of:

- Reports of occupational injuries/illnesses
- Incident investigations
- Hazard assessments

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- Employee reports of discomfort, fatigue, or difficulties performing tasks

3. Evaluation

A formal ergonomic evaluation will be conducted within 14 days of a new employee's date of hire. Evaluations include:

- Employee reports of discomfort or any concerns with the workstation
- Description of and amount of time spent on different work activities and job tasks, and employees work and break schedule
- Description of current workstation set-up
- Any changes made to existing equipment during the evaluation
- Summary of discussions regarding work habits/body mechanics changes
- Recommendations for workstation corrections

Evaluations may also be conducted at any time upon employee request.

4. Control Strategies

The development and implementation of control strategies include engineering controls, administrative controls and/or personal protective equipment. More than one strategy may be feasible for minimizing risk factors.

- Engineering Controls minimize risk factor exposure through appropriate design of the workplace and equipment. Examples of engineering controls include adjusting workstations, tables, chairs, and equipment; appropriate selection and use of equipment and tools, modifying the design and layout of work areas, equipment, and tools; changing the way tools and materials are stored, handled, used, and transported. Engineering Controls will be sought out as a first means of controlling risk.
- Administrative Controls minimize risk factor exposure through appropriate work practices. Examples of administrative controls may include training; developing specific work programs and practices; reducing time spent on a particular work task; adjusting work pace, tasks, or schedule; rotating tasks among several employees; varying job content, programs, or schedule to offset risk factors.
- Personal Protective Equipment (PPE) minimizes risk factors by providing a barrier between the employee and the risk factor. Examples of PPE include padding, gloves, or safety glasses. PPE shall not be used as a substitute for feasible engineering or administrative controls. Back belts, splints, or braces are NOT considered PPE and should only be used as prescribed by a licensed physician.

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5. Follow-up

Conduct and document follow-up evaluations to determine effectiveness of implemented controls. If control strategies are found to be ineffective during the follow-up evaluation, then different alternatives should be considered to address risk factors.

6. Communication

Share best practices and ergonomic improvements with management for review and possible system-wide implementation. This may include:

- Indicators of program effectiveness (e.g. reduction in number of illnesses, improved productivity)
- Ergonomics improvements

7. Documentation

Maintain documentation to meet the requirements of this program and Cal/OSHA regulations including:

- Training content
- Employee name and job title
- Instructor's name
- Date of training
- Ergonomics evaluations
- Control strategies implemented and date of implementation
- Follow-up evaluations and control changes

8. Equipment Purchasing

The Ergonomics Program Officer will facilitate the purchasing of recommended ergonomic equipment arising out of workstation evaluations in accordance with budgets and the approved ergonomic equipment list.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	5110	https://www.dir.ca.gov/Title8/5110.html

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BLOODBORNE PATHOGEN PROGRAM

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Adopted ____/23 with Res. 2023-_____

PURPOSE

The purpose of this policy is to protect Mariposa County employees and contractors from injury or illness due to the exposure of bloodborne pathogens and other potentially infectious materials.

POLICY

It is the policy of Mariposa County to prevent and minimize employees' occupational exposure to blood and other potentially infectious materials (OPIM). This plan is consistent with the requirements of the Cal/OSHA Injury and Illness Prevention Program (*8 CCR 3203*). All affected employees who are at risk of exposure to bloodborne pathogens are expected to comply with the procedures outlined in this program and the County's Injury and Illness Prevention Program.

Our organization's written exposure control plan contains the following elements:

- Exposure Determination
- Methods of Implementation
- Hepatitis B Vaccination
- Communication of Hazards
- Information and Training
- Recordkeeping
- Provisions for the Initial Reporting of Exposure Incidents
- Post-Exposure Evaluation and Follow-up

EXPOSURE DETERMINATION

Employees in our organization may have occupational exposure to bloodborne pathogens. *Occupational exposure* means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or OPIM that may result from the performance of an employee's duties. *Parenteral contact* means piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts, and abrasions. OPIM includes various contaminated human body fluids, unfixed human tissues or organs (other than skin), and other materials known or reasonably likely to be infected with human immunodeficiency virus (HIV), hepatitis B virus (HBV), or hepatitis C virus (HCV) through cells, tissues, blood, organs, culture mediums, or solutions.

Our policy is to conduct exposure determinations throughout our facilities without regard to the use of personal protective equipment (PPE). We have committees, workgroups, lead person(s), or other individuals who conduct, evaluate, and periodically review exposure determinations.

This process involves identifying all the job classifications, tasks, or procedures in which our employees may have occupational exposure to blood or OPIM. Other methods or procedures we use to conduct exposure determinations are specified below:

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Job Classifications in Which All Employees Have Occupational Exposure

All individuals in each job classification listed below have occupational exposure.

Category I: High Risk

The following Category I job classifications are considered at high risk for occupational exposure to human blood or OPIM. "High risk" classifications are those where contact with human blood or OPIM is reasonably anticipated on a regular basis and there is an ongoing risk for percutaneous injuries.

1. Nurse Practitioner	6. Medical Assistant	11
2. Physician	7. Sheriff Deputies	12
3. Coroner	8. Firefighters	13
4. Correctional Officer	9. First Responders	14
5. Public Health Officer	10	15

Job Classifications in Which Some Employees Have Occupational Exposure

The only individuals who have occupational exposure in the job classifications listed below are those who perform the tasks/procedures noted.

Job Classification	Tasks/Procedures in these Jobs that Have Occupational Exposure
1. Buildings and Grounds Maintenance	Inspection of sites
2. Juvenile Hall Personnel	Inspection of sites
3. Landfill Transfer Station Workers	Working around waste

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METHODS OF IMPLEMENTATION

Mariposa County has developed a schedule and methods of implementation for the applicable subsections (d) through (h) of *8 CCR 5193*. We have determined which subsections are applicable to our organization and documented the pertinent information as follows:

Areas addressed in order to eliminate or minimize exposure to bloodborne pathogens include:

1. Universal Precautions (Total Body Substance Precautions)
2. Engineering and Work Practice Controls
3. Personal Protective Equipment (PPE)

1. Universal Precautions (Total Body Substance Precautions)

Mariposa County requires the use of universal precautions in order to prevent contact with blood or OPIM. Universal precautions are infection control practices which designate that all human blood and certain body fluids be treated as if they are known to be infected with HBV, HCV, HIV, and other diseases carried and transmitted by blood, whether the blood or OPIM contains them or not.

Mariposa County considers all human blood or OPIM as infectious regardless of the source.

2. Engineering and Work Practice Controls

Mariposa County utilizes engineering and work practice controls to eliminate or minimize blood or OPIM exposure to employees. PPE will be utilized in conjunction with engineering controls, which will be examined and updated annually. We provide and enforce the use of the engineering and work practice controls, which could include:

a. Prohibited Practices
b. Requirements for Handling Contaminated Sharps
c. Hand Washing
d. Regulated Waste
e. Other Controls

a. ***Prohibited Practices***

- In work areas where there is a reasonable likelihood of exposure to a bloodborne pathogen or OPIM, employees shall not eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses. Food and beverages shall not to be kept in refrigerators, freezers, shelves, and cabinets or on countertops or bench tops where a blooborne pathogen or OPIM is present.

- All procedures will be conducted in a manner that will minimize splashing, spraying, splattering, and generation of droplets of blood or OPIM.

- Contaminated needles and other contaminated sharps will not be bent, recapped, removed, sheared, or purposely broken. If needles or syringes are found, they should be handled with

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the appropriate tools, never your hands, and placed in a biohazard sharps container. Sharps should also never be picked up with bare hands.

- Needle clippers and other devices that shear, bend, or break contaminated needles are prohibited from use.

- Reusable sharps that are contaminated with blood or OPIM will not be stored or processed in a manner that will require an employee to reach by hand into the container where these sharps have been placed.

- Broken glassware that may be contaminated will not be directly handled with a gloved or bare hand. It will be handled by mechanical means (tongs, dustpan and broom). Contaminated broken glass will be placed in puncture-resistant containers and disposed of as biohazardous waste.

b. ***Requirements for Handling Contaminated Sharps***

- A sharps container should always be within arm's reach of an employee administering an IV or injection. The employee should always call out "Sharp Out" to warn others of the hazard. This is especially important to remember when dealing with combative patients.

- All procedures involving the use of sharps in connection with patient care such as withdrawing body fluids; accessing a vein or artery; or administering vaccines, medications, or fluids will be performed using effective patient-handling techniques and other methods designed to minimize the risk of a sharps injury.

- Immediately or as soon as possible after use, contaminated sharps should be placed in sharps containers.

- Sharps containers are rigid, puncture-resistant, leak-proof on the sides and bottoms, and portable when portability is necessary, to ensure easy access by the user. The sharps containers are closable. When closed, the containers are leak-resistant and incapable of being reopened without great difficulty. Such containers are labeled with the universal biohazard symbol and replaced frequently enough to prevent overfilling.

- Sharps containers are readily available in areas where sharps waste may be generated. They must remain upright throughout use and be replaced as necessary to avoid overfilling. Sharps containers are replaced before they are three-quarters full. Disposable sharps containers are not to be reopened, emptied or accessed in any way.

- Close the sharps container immediately prior to removal or replacement to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

- Place the sharps container in a secondary container if leakage of the primary container is possible. The second container must be capable of being sealed and constructed to contain all contents and prevent leakage during handling, storage, transport, or shipping. The second container must be labeled or color-coded to identify its contents.

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- To prevent exposure to the risk of percutaneous injuries (breaking skin), employees shall not, under any circumstances, open, empty, or manually clean (or clean in any other manner) reusable containers.

- Place other regulated waste in containers that are closeable and constructed to contain all the contents and prevent leakage of fluids during handling, storage, transportation, and shipping. (Once again, try to place all bio-waste materials on the ambulance prior to departure.)

c. ***Hand Washing***

Mariposa County ensures hand-washing supplies are available to those exposed to blood or OPIM. Cal/OSHA requires these facilities to be readily accessible after incurring exposure. If hand-washing facilities are not feasible, we will provide either an antiseptic cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes to remove the blood or OPIM. If these alternatives are used, the hands are to be washed with soap and running water as soon as feasible. We provide the following supplies for emergency hand-washing use until employees can have access to soap and water:

- Antiseptic towels
- Paper towels
- Cloth towels
- Hand sanitizer
- Potable water

d. ***Regulated Waste***

Mariposa County disposes of all regulated waste in accordance with applicable federal, state, and local regulations. (It is recommended that all bio waste gets placed on ambulances prior to leaving the scene.)

Regulated waste includes liquid or semi-liquid blood or infectious materials, items saturated with liquid blood or OPIM, items caked with dried blood or OPIM, contaminated sharps, and pathological and microbiological wastes containing blood or OPIM.

We dispose of regulated waste in the following manner:

- Janitorial Contracts
- Mail-in Sharps Containers
- Hazardous Waste Hauling Contracts

e. ***Other Controls***

Cleaning and Decontamination of the Worksite

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- Decontaminate all contaminated work surfaces with an approved germicide after completion of procedures and immediately or as soon as feasible after any spill of blood or OPIM.

- Inspect and decontaminate all bins, pails, cans, and similar receptacles after each exposure.

- Advise employees to not pick up contaminated broken glassware directly with their hands or with gloves. Provide brooms and dustpans or other tools to avoid contact.

Laundry

Handle laundry contaminated with blood or OPIM as little as possible. Sort and place contaminated laundry in appropriately marked (biohazard-labeled or color-coded red) bags at the location where it was used. Do not sort or rinse laundry in the area of use. If the contaminated laundry is wet and likely to soak through the original red bag or container, transport the laundry in a second bag or container that prevents leakage.

3. Personal Protective Equipment (PPE)

Mariposa County ensures the following PPE requirements are met:

a. PPE and training in the appropriate use of PPE are provided to employees who are at risk of occupational exposure to bloodborne pathogens.

b. PPE is provided at no cost to the employee, in appropriate sizes, and includes but is not to be limited to:

- Gloves, including glove liners, and hypoallergenic gloves
- Gowns
- Masks
- Eye protection such as goggles
- Mouthpieces
- Resuscitation bags or other ventilation devices

c. Cleaning, disposal, repair, and replacement of PPE are provided at no cost to the employee.

d. PPE is considered appropriate if it does not permit blood or OPIM to pass through to the employee's work clothes, street clothes, or undergarments; skin; eyes; or other mucous membranes under normal working conditions and for the duration of time that PPE will be used.

e. All garments that are penetrated by blood will be removed immediately or as soon as feasible. All PPE shall be removed prior to leaving the work area. When PPE is removed, it is placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.

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f. Affected employees are required to wear gloves where it is reasonably anticipated they will have hand contact with blood, OPIM, non-intact skin, and mucous membranes (first aid, CPR, clean-up of body fluids visibly contaminated with blood).

   Disposable gloves are not to be washed or decontaminated for reuse and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn or punctured or when their ability to function as a barrier is compromised. Non-latex gloves will be provided to employees with latex allergies.

g. Employees who are exposed to splashes of blood or OPIM to the eyes are required to wear eye and face protection. Masks in combination with eye protection devices, such as goggles or glasses with solid side shield or chin-length face shields, will be required to be worn whenever splashes spray, splatter, or droplets of blood or OPIM may be generated and eye, nose, or mouth contamination can reasonably be anticipated.

HEPATITIS B VACCINATION

A safe and effective vaccine is available to protect employees from HBV. The vaccine is generally well tolerated and has not been associated with serious side effects. Immunization requires three injections of vaccine into the muscle of the upper arm over a six-month period.

Mariposa County offers the HBV vaccine to all current employees who are at risk of occupational exposure to bloodborne pathogens and within 10 working days of hire or reassignment to a job or tasks that place the employee at risk.

The vaccination is:

1. Provided at no cost to the employee.

2. Made available at reasonable times during normal work hours and at accessible locations.

3. Performed by or under the supervision of a licensed physician or by another licensed health care professional.

4. Provided according to current recommendations of the U.S. Public Health Service.

There is no current recommendation for booster doses. Should booster doses be recommended in the future, they will be offered to the employee based on a medical determination of need.

Exemptions

The following exemptions are appropriate for any employee and will be documented in the employee's health record when:

1. The employee has previously received a complete series of HBV vaccinations; or

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2. Antibody testing has revealed the employee is immune; or

3. The vaccine is contraindicated for medical reasons; or

4. The employee has declined vaccination and that refusal is documented.

All employee blood drawn for serological testing will be sent to an accredited laboratory for testing at the organization's expense.

Pre-screening before receiving the HBV vaccination is not mandatory and is not routinely performed.

If the employee initially declines the HBV vaccination but at a later date while still covered under the standard decides to accept the vaccination, the vaccination will be provided to the employee at that time and at no cost to the employee. Any employee who declines the HBV vaccination must sign the declination statement in the forms section of this policy.

COMMUNICATION OF HAZARDS

Labels and Signs

Labels:

1. We will provide warning labels incorporating the universal biohazard sign and require the words "biohazard," "biohazard waste," or "sharps waste" to be printed on or affixed to biohazardous waste items that employees are required to remove.

2. The labels are fluorescent orange or orange-red with lettering or symbols in a contrasting color.

3. Labels will be affixed as securely as possible to the container, preferably by adhesive or by wire, string, or other methods to prevent loss or unintentional removal.

4. Red bags or red containers may be substituted for labels as in sharps containers or regulated waste red bags.

Biohazard Signs:

1. All holding areas have a sign posted at the entrance to each area that:

    a. incorporates the universal biohazard symbol; and

    b. lists any special requirements for entering the area.

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INFORMATION AND TRAINING

We provide training to all employees who are at risk for exposure to bloodborne pathogens or OPIM. This training is provided at no cost to the employee and during work hours. With the consent of the employee, training may occur during non-work hours.

Information and training of individuals who are not our employees (contract worker, registry, student, etc.) will be provided by the affected outside agency or as specified in the contract and will be appropriate in content and vocabulary to educational level, literacy, and language of employees. We will monitor the outside agency for compliance with the information and training requirement.

Training is given as follows:

1. At the time of initial assignment to tasks where occupational exposure may take place as soon as possible for currently employed workers.

2. At least annually after the initial training.

3. When there is introduction of new engineering, administrative, or work practice controls and whenever modifications of current tasks may affect the potential occupational exposure to bloodborne pathogens.

Our training program includes information and explanations of at least the following:

1. Epidemiology, symptoms, and modes of transmission of bloodborne diseases.

2. Exposure control plan we have implemented and how to obtain a copy of the written plan.

3. Appropriate methods for recognizing tasks and activities that may involve exposure to blood or OPIM.

4. Use and limitations of methods that will prevent or reduce exposures, including appropriate engineering, administrative or work practice controls, and PPE.

The basis for the selection of PPE is as follows:

1. Types, proper use, location, removal, handling, decontamination, and disposal of PPE.

2. HBV vaccination series, including its efficacy, safety, method of administration, benefits, and the fact that the vaccination will be offered to employees free of charge.

3. Appropriate actions to take and persons to contact in an emergency involving blood or OPIM.

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4. Procedure to follow if an exposure incident occurs, including the:

    a. Method of reporting the incident.

    b. Medical follow-up that will be made available.

    c. Procedure for recording the incident in the sharps injury log.

5. Post-exposure evaluation and follow-up that will be made available to employees.

6. Signs, labels, and/or color codings that are used.

In addition to the above-mentioned information, Mariposa County provides all employees a copy of *8 CCR 5193*, "Bloodborne Pathogens," and an explanation of its content.

The person conducting the training will be knowledgeable of the standard, our exposure control plan, and HBV, HCV, and HIV and be able to relate the requirements to employee exposures and concerns.

RECORDKEEPING

Medical Records

1. We will establish and maintain an accurate record for each employee with occupational exposure. This employee's record will include:

    a. The name and number of the employee.

    b. A copy of the employee's HBV vaccination status including the dates of all HBV vaccinations, declination statements, and medical records relative to the employee's ability to receive vaccinations.

    c. A copy of all results of examinations, medical testing, evaluation, and follow-up of exposure incidents.

    d. A copy of the health care professional's written opinion as required following an exposure incident.

2. We will ensure employee medical records are kept confidential and are not disclosed or reported without the employee's written consent to any person within or outside the workplace except as required by this standard and by law.

3. Employee health records, as required by this section, will be maintained for at least the duration of employment plus 30 years, meaning during the entire employment period and 30 years after the last date of work.

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Training Records and Sharps Injury Logs

1. Training records will include the:

    a. Dates of the training session.
    b. Contents or a summary of the training session.
    c. Names and qualifications of persons conducting the training sessions.
    d. Names and job titles of persons attending the training.

2. Training records will be maintained for three years from the date the training occurred. It is a best practice to maintain them as part of the permanent personnel file.

3. A copy of the employee's individual training record will be placed in his/her personnel file at the conclusion of each calendar year and kept for the duration of employment.

4. Sharps injury reports and logs will be maintained for five years from the date of the incident (same as Cal/OSHA Form 300 Log).

5. Accessibility:

    a. Employee training records and the sharps injury logs will be made available upon request to employees, employee representatives, and Cal/OSHA.
    b. Employee medical records will be made accessible to the employee, anyone having the written consent of the employee, and Cal/OSHA.

PROVISIONS FOR THE INITIAL REPORTING OF EXPOSURE INCIDENTS

We report all exposure incidents as soon as possible (and in no case later than the end of the work shift during which they occurred) regardless of whether first aid was rendered. An *exposure incident* means specific eye, mouth, other mucous membranes, non-intact skin, or parenteral contact with blood or OPIM that results from the performance of an employee's duties. All employees (including designated first aid providers who provide first aid regularly and those who render first aid only as a collateral duty) receive training about our policy.

The following individuals are designated by our organization to receive reports of exposure incidents:

Contact persons: ***Risk Manager*** Contact number: ***(209) 966-3222***

After-hours contact person: ***Risk Manager*** Contact number: ***(209) 617-4318***

The exposure incident report includes at least the following:

1. The names of all employees involved in the exposure incident (including all first aid providers who have rendered assistance regardless of whether PPE was used)

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2. A description of the exposure or first aid incident, including:

    a. The time and date

    b. A determination of whether an exposure incident occurred. This determination is necessary to ensure the proper post-exposure evaluation is conducted and prophylaxis and follow-up are made available immediately if an exposure incident has occurred.

    c. Person receiving the report

    d. Contact number

Hepatitis B Vaccination Series for Unvaccinated Employees

Mariposa County strongly encourages HBV vaccination and makes the vaccination series available to all employees who have occupational exposure to blood or OPIM. Included are collateral first aid providers who have rendered assistance in *any* situation involving the presence of blood or OPIM, regardless of whether an actual exposure incident has occurred. The vaccination series is provided to collateral first aid providers as soon as possible but no later than 24 hours after the employee has rendered assistance.

POST-EXPOSURE EVALUATION AND FOLLOW-UP

In the event of an exposure incident, the employee will be offered a confidential medical evaluation and follow-up. All post-exposure follow-up will be performed at a designated occupational health clinic.

That evaluation and follow-up will include the following:

1. Documentation of the route(s) of exposure and the circumstances under which the exposure occurred (to include details of the use or non-use of engineering controls, work practice controls, or PPE).

2. When a source is identifiable, that individual's blood will be tested as soon as feasible and after consent is obtained to determine HIV, HBV, and HCV infectivity. If consent is not obtained, we will establish that consent cannot be legally obtained. When the source individual's consent is not required by law, that individual's blood, if available, may be tested and the results documented.

3. Consultation and testing of the source individual will be done at the request of the exposed employee through the source's private physician. If the source individual is known to be infected with HIV, HBV, or HCV, testing to determine such status need not be repeated.

4. Results of the source individual's testing will be made available to the exposed employee and the employee will be informed of laws/regulations regarding the privacy rights of the source individual. The results of the source individual's blood test and employee's blood test are confidential and will be known only to the health care provider and the exposed employee.

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5. The exposed employee's blood will be collected as soon as it is feasible and tested for HIV, HBV, and HCV serological status, only after signed consent has been obtained.

Employee Testing & Treatment

Counseling and other features of post-exposure evaluation will be offered whether or not the employee elects to have baseline HIV/HBV/HCV serological testing. If the employee consents to baseline blood collection but does not give consent to HIV serological testing, the sample will be preserved for at least 90 days. If within 90 days of the exposure incident, the employee gives written consent to have serologic testing performed on the baseline sample, testing will be ordered by the health care provider as soon as it is feasible.

Post-exposure prophylaxis (hepatitis B immune globulin for hepatitis B) will be provided when medically indicated according to the recommendations of the U.S. Public Health Service current at the time prophylaxis is administered. The costs of tests, treatment, and prophylaxis for employees will be borne by the organization. The cost of tests, treatment, and prophylaxis of individuals who are not our employees (contract worker, registry, student, etc.) will be borne by the affected outside agency or as specified in the contract between our organization and the outside agency. The outside agency/individual will be responsible for compliance with the post-exposure evaluation and follow-up treatment.

Additional collection and testing will be made available as recommended by the U.S. Public Health Service.

We will provide the health care professional responsible for the employee's HBV vaccination program and/or post-exposure evaluation with the following information:

1. A copy of *CCR, Title 8, Section 5193.*

2. A written description of the exposed employee's duties as they relate to the exposure incident.

3. Written documentation of the route of exposure and circumstances under which exposure occurred.

4. Results of the source individual's blood testing, if available.

5. All medical records relevant to the appropriate treatment of the employee including vaccination status.

Health Care Professional's Written Opinion:

We will obtain and provide the employee with a copy of the evaluating health care professional's written opinion within 15 days of the completion of the evaluation.

The health care professional's written opinion for HBV vaccination will be limited to whether HBV vaccination is indicated for an employee and if the employee has received such vaccination.

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The health care professional's written opinion for post-exposure follow-up will be limited to the following information:

1. A statement that the employee has been informed of the results of the evaluation.

2. A statement that the employee has been told about any medical conditions resulting from exposure to blood or OPIM that require further evaluation or treatment.

Note: All other findings or diagnoses will remain confidential and will not be included in the written report.

First Aid and Exposure Incident Report

We will investigate and document on a first aid and exposure incident report form incidents involving the presence of blood or OPIM. Investigations will include the following information:

1. Names of all first aid providers who rendered assistance, regardless of the use of PPE.

2. Description of the incident that must include a determination of whether or not, in addition to the presence of blood or OPIM, an occupational exposure incident occurred.

3. Time and date of the incident (include location).

4. Offer of HBV to all unvaccinated first aid providers who rendered assistance within 24 hours of the incident.

Work Practice Controls Exception to Prohibited Practices

Our organization prohibits the bending, recapping, or removal of contaminated sharps from devices *except when* performed using a mechanical device or a one-handed technique, and it can be demonstrated that no alternative is feasible or that such action is required by a specific medical procedure.

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Sharps Injury Reporting

All parenteral contacts (piercing or lacerations) that occur in the workplace are reported on the sharps injury log and recorded within 14 days of the incident. The data recorded includes the following information, if known or reasonably available:

1. Date and time of the exposure incident.
2. Type and brand of the sharp involved.
3. The procedure the exposed employee was performing at the time of the incident.
4. How the incident occurred.
5. The body part involved in the incident.
6. If the sharp had engineered sharps injury protection, whether the mechanism was activated and whether the injury occurred before the protective mechanism was activated, during activation of the mechanism, or after activation of the mechanism, if applicable.
7. If the sharp had no engineered sharps injury protection, the employee's opinion as to whether and how such a mechanism could have prevented the injury and the employee's opinion about whether any other engineering, administrative, or work practice control could have prevented the injury.
8. The employee's opinion about whether any other engineering, administrative, or work practice control could have prevented the injury.

The required information is recorded on the sharps injury log, and all exposure incidents involving sharps are also recorded on the Cal/OSHA 300 Log in accordance with the requirements of the "Employer Records of Occupational Injury or Illness" regulation, known as the California recordkeeping standard.

Periodic determinations are made on the frequency of use and the types, models, or brands of sharps involved in the exposure incidents documented on our sharps injury log.

Identification of Engineering Controls

Our policy is to select appropriate and effective engineering controls to prevent or minimize exposure incidents. Engineering controls means controls (e.g., sharps disposal containers, needleless systems, and sharps with engineered sharps injury protection) that isolate or remove the bloodborne pathogens hazard from the workplace.

We first evaluate products that eliminate the use of sharps (e.g., needleless systems), if available. If these devices are not selected, we then evaluate devices equipped with engineered sharps injury protection (ESIP). ESIP means either (1) a physical attribute built into a needle device used for

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withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, which effectively reduces the risk of an exposure incident by a mechanism such as barrier creation, blunting, encapsulation, withdrawal, or other effective mechanisms; or (2) a physical attribute built into any other type of needle device or into a non-needle sharp, which effectively reduces the risk of an exposure incident.

We have procedures for identifying and selecting appropriate and effective engineering controls when appropriate, which may include:

1. Setting up a process.
2. Defining needs.
3. Gathering information.
4. Testing and selecting products.
5. Using new products.
6. Conducting follow up.

Plan Review and Update

Our exposure control plan is reviewed and updated at least annually (and whenever necessary) to include:

1. New or modified tasks or procedures that affect occupational exposure .
2. Progress in implementing the use of needleless systems and sharps with engineered sharps injury protection.
3. New or revised job position(s) that involve occupational exposure.
4. Reviews and evaluations of exposure incidents that have occurred since the previous update.
5. Reviews and responses to information indicating the existing exposure control plan is deficient in any area.

All employees are encouraged to provide suggestions on improving the procedures they perform. Employees contribute to the review and update of the exposure control plan by:

1. Participating as members of committees (e.g., safety and health, labor management, infection control, product evaluation and selection, purchasing of equipment).
2. Attending meetings to discuss safety and health issues and improvements.

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3. Reporting issues or potential problems to supervisors .
4. Providing ideas, recommendations, or suggestions.
5. Filling out reports, questionnaires, or other documents.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	5193. Bloodborne Pathogens	https://www.dir.ca.gov/title8/5193.html
Cal-OSHA	3204. Access to Employee Exposure and Medical Records.	https://www.dir.ca.gov/title8/3204.html

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PROCEDURES FOR SPECIALIZED CLEANING OF BLOODBORNE PATHOGENS

Below are step-by-step cleaning procedures for vomit and feces on flat surfaces.

***PURPOSE*: Vomit and feces may contain bacteria and viruses (BBP and OPIM) that may cause illness if not cleaned up properly and may result in the infection of other staff or citizens.**

***GENERAL PROCEDURE*: Those responsible for cleaning up vomit and feces should protect themselves by wearing gloves, respirators (dust masks), and protective clothing (optional). The area should be cleaned of soil (remove solids and soak up liquid waste), sanitized, and then rinsed.**

Materials recommended: Have these materials pre-assembled in a spill cleanup kit:

- Biohazardous waste bags and masking tape.
- Gloves – non-latex, disposable (vinyl, poly, or nitrile) .
- Paper towels .
- Detergent solution.
- Water.
- Sanitizing agent such as bleach tablets (Presept, 0.5g sodium dichloroisocyanurate tablets) or 5% domestic liquid bleach (EPA Registered).
- Signs, barrier tape (optional).
- Protective clothing (optional) – verify with the Risk Manager and/or Supervisor.

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Procedure: Flat Surfaces (floors, tables, sinks)

- If required, control pedestrian traffic through the area by posting signage or set up barriers.
- Wear 2 pairs of PPE Gloves and mask.
- Prepare the sanitizing solution by adding 10 bleach tablets to 500 mL of water, or 1⁄2 cup domestic 5% bleach (100 mL) to 1 Litre of water (final concentration is about 5000 ppm).
- Open the hazardous waste bag and put it near the spill site, being careful not to contaminate the outside of the bag.
- Using paper towels or an absorbent material clean up the soiled material and excess liquid and place into the biohazardous bag.
- Put the outer pair of dirty gloves into the biohazardous bag.
- Pour disinfectant solution around the spill site and use towels to move the liquid into the dirty area. Once the area is wet, use the towels to clean the area and discard them into the biohazardous bag.
- Cover the site with paper towels and pour solution onto the paper towels. Wait 10 minutes.
- Remove the paper towels to the biohazardous bag.
- Rinse with water and dry the surface. Put all paper towels into the biohazardous bag.
- Remove the other pair of gloves and place them into the biohazardous bag.
- Put on new PPE gloves.
- Seal the biohazardous bag with tape. The biohazardous bag is ready for disposal.
- Remove PPE.
- Wash hands and face thoroughly with soap and water.
- If you believe you have been exposed to a bloodborne pathogen, wash the affected area with soap and water, notify your supervisor, and seek medical attention.

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Procedure: Hard, Carpeted or Upholstered Surfaces

- If required, control pedestrian traffic through the area by posting signage or set up barriers.
- Wear 2 pairs PPE Gloves and mask.
- Prepare the sanitizing solution by adding 10 bleach tablets to 500 mL of water, or 1⁄2 cup domestic 5% bleach (100 mL) to 1 litre of water (final concentration is about 5000 ppm)
- Bring equipment to the area (dustpan and brush, paper towels, biohazardous bags, mop and pail, spray bottle, diluted disinfectant, additional mop and pail for rinsing and final clean up, an additional pail of disinfectant for clean-up of equipment). If sharps are present, you will need additional items such as tongs or forceps and a sharps container.
- Cover and protect any carpeted areas next to the contaminated area. Protect any uncontaminated surfaces (especially carpets) using disposable biohazardous bags. If you need to bring in a mop and pail into a heavily contaminated area, place a biohazardous bag around the base of the pail to protect the wheels from becoming contaminated.
- The spill area must be cleaned of visible organic material (blood, vomit, feces) before applying any disinfectant. Care must be taken to avoid splashing or generating aerosols during the clean-up. Change gloves as often as needed.

    a) For Fluids (vomit, blood, urine, etc.) - In large or excessive quantities, use an absorbent such as a mess kit, super sorb, spill king, etc. to absorb the bulk of the liquid. Do not walk into the contaminated area. Start at the door and work your way into the room, sprinkling the absorbent as you go. Let it sit until the majority of the liquid has been absorbed. For smaller quantities, use paper towels to absorb the liquid and dispose into a biohazardous bag.

    b) For feces - Where feces have been spread onto the floor, protective Tyvek booties may be required to prevent cross-contamination of other work areas. Work your way into the room starting at the doorway, removing feces using paper towels. Multiple wipes with paper towels may be required to remove the majority of the feces. Place the paper towel over the feces and scoop to contain as much as possible. If on the walls, work your way from top to bottom scooping from below. Remove the bulk of the solids with paper towels and place the soiled towels into disposable biohazardous bags.

- Any glass, needles, other sharp objects, condoms, or any other items that may be contaminated must be picked by using tongs or other mechanical means and placed into a sharps container.
- Sweep up the spent absorbent using a dustpan and brush. Place all debris into the disposable biohazardous bag. Double bag to prevent breakage.
- Once the bulk of the contaminant has been removed thoroughly spray/wet the contaminated area with disinfectant and let stand for approximately 10 minutes.
- Work your way from the back of the room towards the door to prevent slip and falls.

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- Wipe the walls and floors down with paper towels (while the walls are still wet). If they have dried, re-spray with disinfectant then wipe down with paper towels. Repeat this procedure until all of the contaminate has been removed.

- Using a mop, pail, and fresh disinfectant clean the entire floor area a final time and let dry. Leave the "Wet Floor" signs up until the floor is dry.

For carpeted or upholstery surfaces

- Once the disinfectant has been in contact with the carpet or upholstery surface for at least 10 minutes, run the carpet extractor over the entire area.

- Re-spray the surface with disinfectant and run the carpet extractor over the entire area a second time.

- For any areas where the bodily fluids have dried – additional disinfectant will be necessary to supersaturate the area prior to using the carpet extractor.

- Decontaminate the equipment and yourself:

    - Any tools used for clean-up – decontaminate in a clean pail of disinfectant and dry.

    - Carpet extractor – remove the collection bin and pour the extracted liquids down the drain. Spray the bin with disinfectant and let stand for 10 min and allow to air dry. For the machines carpet brush – tilt the machine back and spray the brush with disinfectant, let stand for 10 minutes and air dry.

    - For personal decontamination, remove all PPE and place any disposable items into biohazardous bags.

    - Wash hands and face thoroughly with soap and water.

    - If you believe you have been exposed to a bloodborne pathogen, wash the affected area with soap and water, notify your supervisor, and seek medical attention.

    - Disposal – Remove all biohazardous waste to the approved waste containers immediately after decontamination. Ensure proper lifting techniques are used.

Procedure: Vehicle Accidents

- Identify and clearly mark all areas of suspected contamination with barrier tape or other warning materials.
- Immediately restrict all entry into the contaminated areas to avoid spreading contamination.
- Put on appropriate PPE gloves, masks and Tyvek suits.
- As you enter the area, don't step on any obvious contamination.
- Inspect the scene for:

    - Sharp objects such as glass, knives, needles, etc., which may be contaminated with blood or OPIM. These items should be collected with tongs or forceps and placed into an appropriate puncture-resistant sharps container.

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- Tissue or other small body parts. These should be collected with tongs or forceps and placed into an appropriate separate biohazard bag and provided to law enforcement for human remains disposal or evidence.

- Saturate the blood-contaminated surfaces with a freshly prepared disinfectant solution using a garden sprayer or spray bottle. Allow at least 20 minutes of disinfectant contact time for effective disinfection.
  - On hard surfaces, an approved micro-encapsulating agent may be applied to pooled blood or liquid OPIM, so that the bulk of the contamination can be removed before disinfecting the surface.
  - Carpets, rugs, curtains, mattresses, pillows, furniture cushions, upholstery, cloth car seats, and other fabrics saturated with blood or OPIM should be discarded and replaced.
  - On large areas of fabric-covered materials such as carpeting, upholstered furniture, etc., after thoroughly saturating contaminated areas with disinfectant, cut and remove all blood/OPIM contaminated sections and place into a red biohazard bag.
  - Place all waste materials, including used cleaning materials and disposable PPE, into a red plastic biohazard bag. Tightly seal with duct tape. Be careful not to contaminate the outside of the bag. Place the sealed biohazard bag into another biohazard bag and tightly seal (e.g., double-bag). Mattresses, rugs, and other large items that cannot fit into a biohazard bag should be tightly wrapped and sealed in 2 layers of 6-mil poly sheeting after being decontaminated. Place biohazard labels in multiple conspicuous locations.

- Non-disposable cleaning materials such as mops, nylon scrub pads and brushes, buckets, spray bottles, and garden sprayers should be disinfected by saturating with bleach solution and air-dried.
  - Decontaminate the equipment and yourself:
    - Any tools used for clean-up – decontaminate in a clean pail of disinfectant and dry.
    - Carpet extractor – remove the collection bin and pour the extracted liquids down the drain. Spray the bin with disinfectant and let stand for 10 min and allow to air dry. For the machine's carpet brush – tilt the machine back and spray the brush with disinfectant, let it stand for 10 minutes and air dry.
    - Carpet/Upholstery Machine Hoses, Wands & Tanks
    - Mist or spray disinfectant solution into the wand head while the vacuum unit is running to decontaminate the interior surfaces of hoses and wands. Spray and wipe exterior wand and hose surfaces clean with disinfectant solution and allow to air dry.
    - Wastewater should be drained and disposed of via the sanitary sewer system.
    - Waste tank surfaces should be decontaminated by spraying with disinfectant solution; wiping clean and re-spraying all interior surfaces with disinfectant solution and allowing to air dry.
  - Once the scene has been decontaminated and the disinfectant has completely air dried, the area is safe for entry.
  - For personal decontamination, remove all PPE; place any disposable items into biohazardous bags.
  - Wash hands and face thoroughly with soap and water.

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- If you believe you have been exposed to a bloodborne pathogen, wash the affected area with soap and water, notify your supervisor, and seek medical attention.
- Disposal – Remove all biohazardous waste to the approved waste containers immediately after decontamination. Ensure proper lifting techniques are used.
- Biohazardous waste is a regulated waste and must be disposed of in a controlled manner.
- Wash hands and exposed skin with soap and water when clean-up is complete. If soap and water are not immediately available, use an alcohol-based hand sanitizer.

Special Precautions

1. To prevent additional contamination, ALL individuals who entered the area of contamination without appropriate PPE (i.e., Police, EMS, Maintenance, etc.) should remain in the immediate area until thoroughly inspected to ensure they have not been contaminated, especially footwear. Decontaminate as required or remove contaminated clothing and place into a red biohazard bag and give to the owner.
2. NEVER wash blood or other OPIM down a sewer or storm drain. These materials should be solidified with an appropriate micro-encapsulation absorbent and swept up and placed into a red plastic biohazard bag for disposal.
3. After the area has been properly decontaminated and disinfected, thoroughly re-inspect the area for any residual or missed contamination. Re-decontaminate as necessary.

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

FORMS

Mariposa County
Hepatitis B Vaccine Consent/Declination

Date: _____

CONSENT - RECORD OF CONSENT FOR HEPATITIS "B" VACCINATION
(This Section is OPTIONAL)

I have attended the in-service training on the bloodborne pathogens program regarding HIV, hepatitis B, and the hepatitis-B vaccine. I have also read the in-service training literature and have had an opportunity to ask questions and understand the benefits and risks of hepatitis B vaccination. I understand I must have at least three doses of vaccine over a six-month period to confer immunity. However, as with any medical treatment, there is no guarantee that I will become immune or that I will not experience an adverse side effect from the vaccine. *You must complete the whole series within the six months.*

I request that it be administered to me.

Print Name: _____ Employee #: _____

Employee Signature: _____ Date: _____/_____/_____

Employer Representative: _____

DECLINATION - RECORD OF HEPATITIS "B" VACCINE DECLINATION
(This Section is MANDATORY)

Date: _____

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to me. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Print Name: _____Department: _____

Employee Signature: _____ Social Security #: _____

Employer Representative: _____

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Mariposa County
First Aid Incident Report for Bloodborne Pathogens

Date of incident: _____ Time: _____ a.m. ☐ p.m. ☐

Date incident reported: _____ Time: _____ a.m. ☐ p.m. ☐

Describe the first-aid incident:

Was there blood or other body fluids present? Yes ☐ No ☐

Did an exposure incident occur? Yes ☐ No ☐
If yes, please describe it.

(Cal/OSHA – "An exposure incident means a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of one's duties.")

Did the first aid providers use PPE? Yes ☐ No ☐

Print names of persons who provided first aid:

If there was an exposure incident as defined by Cal/OSHA, were they **immediately** referred for post-exposure evaluation and follow-up? Yes ☐ No ☐

Was there blood or other body fluids present? Yes ☐ No ☐

If unvaccinated, were they offered the hepatitis B vaccination? Yes ☐ No ☐

Supervisor's Signature: _____ Date: _____

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Mariposa County
Sharps Injury Log

Supervisors: Complete for each employee exposure incident involving a sharp. This form is to be completed with the employee but not by the employee. Fill in the most appropriate boxes. A sharp includes, but is not limited to, needles, needle devices, scalpels, lancets, Exacto blades, and broken glass.

Injury ID No. _____

Date/Time of Exposure Incident: _____

Job Classification/Title: _____
(Not Employee Name)

Department/Location: _____
(Where Exposure Occurred)

Regular Department #: _____

Location (Bldg./Room #): _____

What procedure was being performed when the incident occurred? _____

_____

_____

Check all body parts that were involved
☐ Finger ☐ Hand ☐ Arm ☐ Face/Head ☐ Torso ☐ Leg

☐ Other _____

Did the exposure incident occur:
☐ During use of sharp ☐ Disassembling ☐ After use and before sharps container

☐ While putting sharp into sharps container ☐ Sharp left, inappropriate place

☐ Other _____

Identify sharp object involved:
Type: _____ Brand: _____

Model: _____

Was sharp injury protection device attached? Yes ☐ No ☐

Was protective mechanism activated? Yes ☐ No ☐

Did the exposure occur: ☐ Before ☐ During ☐ After activation

If the sharp had no engineered sharps injury protection, do you feel that such a mechanism could have prevented the injury? Yes ☐ No ☐

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

What other engineering, administrative, or work practice controls could have prevented this injury?

Attach this form to the accident investigation form. Send both originals to Risk Manager within 24 hours of the incident.

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

APPENDICES

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Appendix A

Mariposa County Bloodborne Pathogen Exposure Control Plan
Code of Safe Work Practices

1. Mariposa County employees whose employment may result in personal contact with human body fluids, unfixed tissue/organs, cell tissue or human cultures, are to unequivocally assume that all such agents are infectious for Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV), Hepatitis C Virus (HCV) and/or other bloodborne pathogens.

2. County employees whose work activities may reasonably be anticipated to have the potential for personal contact (eyes, mouth, mucous membrane, skin, open wounds) with the agents described in #1 above shall follow established work rules and engage in work practices to avoid such personal contact.

3. All personal contact with infectious agents as defined in #1 and #2 above shall be reported immediately to the employees' supervisor as an "Exposure Incident."

4. Employees shall use protective clothing and/or equipment, which is provided by Mariposa County, when any personal contact as described in #1 and #2 above may be reasonably anticipated during the course of employment.

5. Minimum protective clothing/equipment to be worn where contact with infectious agents may be reasonably anticipated is as follows:

    a. Appropriate protective gloves by all employees who may come into contact with any source of exposure as described in #1 above and for all body cavity searches.

    b. Protective eyewear and masks or face shields where splash or mist exposure may be reasonably anticipated.

    c. Protective gloves designed to be impervious to cuts or punctures where contact with contaminated metal, broken glass or other sharp objects may be reasonably anticipated (vehicle accidents or disaster/emergency situations).

    d. Protective long sleeve gowns and protective shoe coverings where personal clothing/shoes or arms may reasonably be anticipated to be soaked or splashed with infectious agents.

6. An officer should use great caution in searching the clothing of suspects. Individual discretion, based on the current circumstances, should determine if a suspect or prisoner should empty their own pockets, or if the officer's skills should be used in determining the contents of a suspect's clothing.

7. A flashlight should be used to search hidden areas. Whenever possible, use long-handled mirrors and flashlights to search such areas.

8. If searching a purse, contents should be emptied from the purse by turning it upside down over a surface on which contents can be examined before touching them.

9. Employees shall promptly wash hands and exposed skin upon removal of protective clothing/equipment. Employees shall immediately wash exposed areas following an "exposure incident."

10. Protective clothing/equipment as well as contaminated personal clothing, when possible

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

be removed prior to leaving a contaminated area and proceeding to a non-contaminated area.

11. Infectious waste, used protective clothing/equipment, contaminated personal clothing/equipment and the product of contaminated spills clean-up shall be processed as prescribed by the Mariposa County Bloodborne Pathogen Exposure Control Plan.

12. Broken contaminated glass or other objects are not to be cleaned up by hand, gloves, or otherwise. Brooms, dustpans, pieces of wood or cardboard, or other such items are to be used in a way as to avoid any possibility of a cut or puncture wound.

13. Sharps, syringes, and all other contaminated items presenting the potential of a cut or puncture wound are to be disposed of or placed for transport into a hard container designed, designated, and identified for such disposal or transport according to the requirement of the Mariposa County Bloodborne Pathogen Exposure Control Plan.

14. Eating, drinking, smoking, applying cosmetics or lip balm, and handling contact lenses while wearing contaminated protective clothing/equipment or working in an environment where contact with infectious agents may be reasonably anticipated is strictly prohibited.

15. Food, drink, or condiments shall not be kept in refrigerators, freezers, shelves, cabinets, on counter or bench tops, or in work areas where contact with infectious agents may be reasonably anticipated.

16. Used needles and other used sharps shall not be bent, recapped, or removed except as indicated below. Shearing or breaking of used needles is prohibited.
    a. Used needles and sharps shall not be recapped or removed unless it can be demonstrated that no alternative is feasible or that such is required by a specific medical procedure.

    b. If recapping or removal is demonstrated to be necessary, the task must be accomplished through the use of a mechanical device or a one-handed technique.

17. Employees are prohibited from reaching into or manually compacting any container which may be reasonably anticipated to contain used needles, sharps, or other contaminated waste.

18. Employees are prohibited from reaching into or compacting any trash container in any department within the County.

19. County employees as described in #1 above shall review the Mariposa County Bloodborne Pathogen Exposure Control Plan at the time of assignment, following changes or revisions to the program, and at least annually.

20. When contact with blood, body fluids, or other potentially infectious material can be reasonably anticipated, protective gloves are to be put on prior to providing any first aid or emergency medical treatment.

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Appendix B

Exposure Determination and Job Classification List

Department:_____

Category I—All of the employees assigned to the following job classifications or assignments have occupational exposure to bloodborne pathogens:

Job Class/Assignment *Summary of Duties*

1._____

2._____

3._____

4._____

5._____

6._____

7._____

8._____

9._____

10._____

11._____

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Category II—Some of the employees in the following job classifications or assignments have occupational exposure to bloodborne pathogens:

Job Class/Assignment	*Tasks/Procedures in which Occupational Exposure Occurs*
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Appendix C

Bloodborne Pathogen Exposure Incident Investigation Report

(to be completed in the event of an exposure incident[1] and submitted as soon as feasible following time of exposure)

This report includes medically sensitive information and is to be prepared and handled in strict confidence. Only two copies are to be prepared. The original is to be provided to the employee for delivery to the medical professional to which he or she has been referred for evaluation and follow-up. The copy is to be sent in a sealed envelope marked "Medically Sensitive and Confidential Information to be opened by Addressee only" to the County Counsel/Risk Manager.

This report is not to be copied or duplicated, nor is the information contained herein to be maintained in any fashion other than described above. The information contained in the report is not to be released in any manner or to any person, other than outlined above, without review and approval by County Counsel/Risk Manager.

Employee Name:_____

Birth Date:_____ S.S.#:_____

Home Address:_____

Phone (work):_____ Phone (home): _____

Employee Date:_____ Job Classification:_____

Date of Exposure:_____ Time of Exposure:_____

Where did exposure occur?_____

Explain exactly what occurred_____

_____

_____

_____

Was the employee performing tasks as trained? _____

If not, explain _____

_____

1. Exposure incident—A specific eye, mouth, other mucous membrane, non-intact skin or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Corrective action taken to prevent recurrence_____

_____

If applicable, why was the employee not using protective clothing or equipment?

_____

_____

_____

Name of Exposure Source Individual: _____

Source's Status (if known, indicate)

O HBS AG+ O HIV+ O HIV- O HCV+ O Unknown

Has action been initiated to determine status of source individual? O Yes
O No

Contact person for source results: _____

_____

Others who may have been exposed in addition employee, use back if more room needed: _____

_____

Source of exposure: O Body O Clothing O Article O Sharps

Explain: _____

_____

Transmission (Through what avenue was the employee exposed)?

O Skin w/Break O Mouth O Eyes O Puncture O Existing Wound

O Other (specify): _____

Potentially infectious substance involved?

O Blood O Semen O Vaginal Secretions O Cerebrospinal Fluid

O Other (specify): _____

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Extent of Exposure (explain and quantify, if possible): _____

_____

Actions taken following exposure (decontamination, washing, first aid, other treatment, reporting, etc.): _____

_____

_____

_____

_____

Employee Signature:_____ Date:_____

Department Name:_____

Department Mailing Address:_____

Name, address, and phone number of physician to which employee was referred for medical evaluation and follow-up:_____

_____

_____

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

EVALUATION/FOLLOW-UP TREATMENT AUTHORIZATION

Please provide this patient with medical evaluation/follow-up as provided by Mariposa County procedure, a copy of which is attached. Above you will find background information relative to the incident. Please contact the individual identified on this report for information as to the source individual.

Supervisor Name (type or print)	Title
Signature	Date

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Appendix D

Exposure Incident Action Procedure

A. EMPLOYEE

1. Performs immediate field decontamination procedures in the event of a specific exposure incident.

2. Reports a specific exposure incident to the responsible supervisor as soon as possible following the incident – in no event to exceed the end of the work day of the incident.

3. Reports the source individual's name and HIV/HBV and HCV status to the supervisor if known.

4. Personally meets with the responsible supervisor prior to the end of the work shift to provide incident detail for the supervisory reporting process.

5. Reports to the selected medical professional for medical evaluation/follow-up as referred by the supervisor within 24 hours of the exposure incident.

6. Delivers one (1) copy of the supervisor-prepared report "Bloodborne Pathogen Exposure Incident Investigation Report" to the medical provider to which referred.

7. Attends initial and annual training as scheduled by the supervisor and Risk Manager.

8. Signs Vaccination Declination form or reports to the selected medical provider as referred by the supervisor in a timely manner for Hepatitis B immunization series if needed.

B. SUPERVISOR

1. Provides employee authorization for Hepatitis B vaccine series, upon request from the employee for immunization. If work related, provides the employee with a Worker's Compensation form.

2. Prepares "Bloodborne Pathogen Exposure Incident Investigation Report", according to the instructions on the report form. Provides one copy to the employee for delivery to the medical evaluation provider. Sends a second copy in a sealed envelope to the County Counsel/Risk Manager following all instructions for mailing outlined on the form.

3. Prepares County Accident Report form, if needed, along with the Worker's Compensation forms.

4. Sends all copies according to department distribution instructions, after making sure all copies are legible.

5. Assists employee in identifying the source individual and assures that appropriate requests are initiated to determine the HIV/HBV/HCV status of the source individual

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

or establish that such status is legally or otherwise unobtainable.

C. DEPARTMENT HEAD

1. Assures that all levels of management and supervision are instructed as to County policy relative to the implementation of County safety procedures.

2. Assures that department training includes modules for employees on initial Bloodborne Pathogen training with annual follow-up aswell as a management/supervisor initial and annual follow-up module on Mariposa County Bloodborne Pathogen Program implementation.

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Appendix E

Employee Exposure Information Sheet

1. If you are exposed to the Hepatitis B virus (HBV) and have not been vaccinated, an accelerated vaccination series is available free of charge. This vaccination is very helpful in preventing illness, but may not always prevent infection.

2. Despite being careful, accidents with potentially infectious materials can occur. Always wash any areas of contact with soap and water as quickly as possible, and call for help.

3. Notify the following people immediately, or as soon as possible, after an accident:
   - Supervisor
   - Department Safety Representative (DSR)

4. An incident report will be completed to determine the cause of the accident, what can be done to prevent further accidents, and what medical reporting is required.

5. A health care professional may test your blood for HBV, HCV, and HIV (with consent).

6. A health care professional may discuss with you your blood test results and any appropriate medical treatment.

7. The health care professional will be provided with a description of the incident, your job duties, your relevant medical records, and the result of the source individual's blood test (if known).

8. The health care professional will report to your employer the date of your appointment and that you were informed of the results of the medical evaluation and whether Hepatitis B vaccination is necessary.

9. All other information from your medical evaluation will remain confidential.

I have read and understood the above information about Exposure to Bloodborne Pathogens.

Signature:_____ SS#:_____ Date:_____

Witness:_____ Title:_____

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Appendix F

Consent for HBV, HCV & HIV Test and Authorization for Disclosure

I,_____, am consenting to be tested to see whether I am infected with Hepatitis B Virus (HBV), Hepatitis C Virus, and Human Immunodeficiency Virus (HIV), which is the probable causative agent of Acquired Immune Deficiency Syndrome (AIDS).

THE MEANING OF THE TEST

HBV: The test for Hepatitis B involves testing the blood for Hepatitis B surface antigen which indicates whether a person is currently infectious. It does not indicate whether a person has ever been infected in the past and recovered or if a person has never been infected or if a person has received Hepatitis B vaccination.

HIV: This test is not a test for AIDS but only for the presence of HIV. Being infected with HIV does not mean that I have AIDS or that I will have AIDS or other related illnesses. Other factors must be reviewed to determine whether I have AIDS. Most test results are accurate, but sometimes the results are wrong or uncertain. In some cases, the test may indicate that the person is infected with HIV when a person is not (false positive). In other cases, the test may fail to detect that a person is infected with HIV when the person really is (false negative). Sometimes, the test cannot tell whether or not a person is infected at all. If I have been recently infected with HIV, it may take some time before a test will show the infection. For these reasons, I may have to repeat the test.

BENEFITS AND RISKS OF THE TESTS

The test results can help me make better decisions about my health care and my personal life. The test results can help me and my doctor make decisions concerning medical treatment. If the results are positive, I know that I can infect others and I can act to prevent this. Potential risks of the test include psychological stress while awaiting the results and distress if the results are positive. Some persons have had trouble with housing, education, jobs, or insurance when their test results have been made known.

CONFIDENTIALITY

California law limits the disclosure of my HIV, HCV, and HBV test results.

AUTHORIZATION FOR DISCLOSURE

I hereby authorize_____ to furnish results of my HBV, HCV, and HIV test to the Mariposa County Public Health Officer, and

_____, Mariposa County employee(s) exposed to my body fluids.

I understand that the requestor may not further disclose my medical information unless another authorization is obtained or unless such use or disclosure is specifically required or permitted by law.

Refusal or Consent to be Informed of Test Results

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

_____I refuse to be informed of my HBV, HCV, and HIV test results (which tests may legally be performed on my blood materials which were drawn prior to the employee's exposure).

_____I consent to be informed of my HBV, HCV, and HIV test results.

DURATION

This authorization shall become effective immediately and shall remain in effect for (1) one year unless otherwise revoked by me in writing.

By my signature below, I acknowledge that I have read and understood the information on this form. Further, I acknowledge that I HAVE GIVEN CONSENT FOR THE PERFORMANCE OF TESTS TO DETECT HBV, HCV, and HIV.

I understand that I have the right to receive a copy of this authorization upon my request.

_____	_____
Print Name	Date
_____	_____
Signature	Relationship
_____	_____
Print Witness Name	Date
_____	_____
Witness Signature	Date

Consent form was reviewed with _____ on _____

_____	_____
Print Name	Date

Attachment: 10 Bloodborne Pathogen Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

[NAME OF COUNTY FACILITY]
EVACUATION POLICY & PROCEDURE

Attachment: 11 Evacuation Policy & Procedure (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

POLICY

The safety of staff and the public during times of emergency are of the utmost importance. This procedure is to be followed when an alarm is sounded within the [NAME OF FACILITY].

PROCEDURE

The [NAME OF FACILITY] is not connected to the fire department or the sheriff's department. If there is a fire or other similar emergency, alert staff and evacuate the building. If you have been trained in the use of a fire extinguisher and it is an incipient stage fire, you may try to extinguish it.

After evacuation, dial 9-1-1 to report a fire or any other emergency. You should then notify the safety representative of the [department/building/floor], who will contact the department head or his/her designee of the emergency. This will trigger an evacuation of the building.

Emergency Fire personnel have a key to the KNOX BOX located outside the [NAME OF FACILITY AND LOCATION ON BUILDING]. These keys will give emergency personnel access to the [NAME OF FACILITY] building. The department head or his/her designee in charge at the time of the event is to make themselves known to the ranking emergency response person for coordination of information during the event and the release of the site back to normal operation when it is determined to be safe. The department head or his/her designee will disseminate the necessary instructions to the safety representative and supervisors.

When an alarm is sounded at the [NAME OF FACILITY], the department safety representative will alert the staff in the [NAME OF FACILITY] and instruct all persons in the [NAME OF FACILITY] to evacuate. The department safety representative will also check all rooms and all restrooms and storage rooms to make certain that everyone has evacuated the building. All staff will meet with their department in their designated area [NAME OF AREA], so a head count can be taken.

1. Each department safety representative within the [NAME OF FACILITY] is responsible for ensuring that staff assigned to the [DEPT OR FLOOR] are aware of this procedure and

Adopted 6/15/21 with Res. 2021-355
Amended ____/23 with Res. 2023-_____

evacuation routes (Evacuation routes are mapped and noticed throughout the [NAME OF FACILITY] and attached hereto).

2. When the alarm sounds, clerical staff who are part of the team responsible for answering phone calls coming into the main line will place their phones on 'Do Not Disturb". If they are located at their desk when the alarm is sounded. Do not return to your desk to perform this procedure. This will force calls to be re-routed to the nighttime message while staff is out of the building. Staff will evacuate the building through the closest evacuation route and re-group with their assigned department in their designated evacuation meeting area outside the building.

3. On each [DEPARTMENT/FLOOR], a supervisor will be named as the primary person responsible to check each cubicle, restroom, and conference room in the area to make certain all staff and visitors have exited the building. There should be a primary contact and at least two backup contacts assigned to this task. All staff need to be cognizant of their surroundings to ensure everyone is out of the building and not to assume the primary or backup contacts are available to perform this task.

4. All visitors are to be escorted out through the evacuation route by staff or directed to evacuate through the main reception area. Visitors that are in the main reception area are to be evacuated by designated supervisors.

5. Each supervisor or his/her designee is to account for all assigned staff and report status to the department safety representative (DSR).

6. Each supervisor is to report status to the DSR, who will report to the director, including the number of employees unaccounted for and/or any pertinent information regarding client or employee safety.

7. The department head or their DSR will report on department status to ranking fire personnel.

8. Ranking fire personnel will give the all clear notifications to the department head or their designee before anyone re-enters the facility.

Attachment: 11 Evacuation Policy & Procedure (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

*ATTACH A COPY OF THE EVACUATION ROUTE PLAN FOR THE FACILITY

**LOCATION OF MEETING PLACE IS ON EVACUATION PLAN

Attachment: 11 Evacuation Policy & Procedure (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PORTABLE FIRE EXTINGUISHERS

Attachment: 12 Portable Fire Extinguishers (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PURPOSE

The purpose of this policy is to ensure that employees who choose to use portable fire extinguishers may do so safely to protect their lives and the lives of their fellow employees.

RESPONSIBILITY

The Risk Manager has responsibility for developing and implementing a fire extinguisher training program for those employees designated to utilize fire extinguishers.

The Department Heads are responsible for implementing the training programs and ensuring that employees receive training.

Facilities and Public Works are responsible for ensuring that fire extinguishers are available and in good working order at each designated County facility.

Employees have a responsibility to understand how to utilize a fire extinguisher, when it is safe to do so, attend fire extinguisher training, and maintain their safety while fighting any incipient stage fire.

POLICY

The County has selected and installed portable fire extinguishers in a variety of locations to supplement additional firefighting measures such as sprinklered buildings, fixed extinguishing systems and the like. The selection and installation of portable fire extinguishers has been based on the class of the fire extinguisher in the potential fire risk at each location. As an example, kitchen grease fires require the use of a class K extinguisher to not exacerbate the fire.

A. Only employees who have received County approved training may utilize fire extinguishers.
B. Employees should only use fire extinguishers on incipient stage fires.
C. Employees should use the proper fire extinguisher in the appropriate location.
D. Department heads will ensure that fire extinguishers are ready to use at all times.
E. Department heads will report faulty or under charged or overcharged fire extinguishers to the Risk Manager.
F. Fire extinguisher shall not be blocked or moved from there designated location.
G. Employees shall not modify, service or otherwise tamper with fire extinguishers.

Adopted ____/23 with Res. 2023-_____

LOCATIONS

Generally, fire extinguishers are installed approximately every 75 feet. This varies and depends upon the class of the fire extinguisher. Fire extinguishers are usually located next to entrances and exits and are generally wall mounted.

Fire extinguishers should not be relocated, blocked, set on the floor, or otherwise moved from there designated location unless for the purpose of firefighting.

INSPECTIONS

Fire extinguishers require monthly and annual inspections. These will be provided for by the County. Monthly inspections shall be documented on the fire extinguisher inspection tag. Annual service shall be arranged by the County and may be conducted internally or by a C16 license holder.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	6151	https://www.dir.ca.gov/title8/6151.html

Attachment: 12 Portable Fire Extinguishers (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

POWERED INDUSTRIAL TRUCK PROGRAM

Attachment: 13 Powered Industrial Truck Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PURPOSE

The purpose of this policy is to provide employees of Mariposa County with sufficient knowledge and training to prevent workplace injuries or property damages relating to the operation of powered industrial trucks (PIT).

SCOPE

Mariposa County employees may operate a forklift, aerial lift, boom truck, or powered industrial truck only if they have successfully completed a County-approved training course. Upon successful completion of the training program, employees may *only* operate the powered industrial trucks on which they have been *specifically* trained. For example, an employee who was trained to operate an aerial lift may not also operate a forklift as it is a different machine than what they have been trained for.

Any employee who operates a powered industrial truck without first being trained will be subject to the County's disciplinary procedures in accordance with union agreements and the County's human resource policies.

RESPONSIBILITIES

Risk Management

Risk Management shall ensure that all employees assigned to operate PIT's have successfully completed training that complies with this program *prior* to allowing those employees to operate a powered industrial truck.

Supervisors

Supervisors shall ensure the following:

1. Powered industrial trucks driven by themselves or by employees who report to them are mechanically maintained at all times.
2. Employees for whom they are responsible operate their PIT's in a safe manner that complies with local, state, federal, and Mariposa County regulations, policies, and good work practices.

Supervisors who observe an authorized employee operating a powered industrial truck in an unsafe manner shall immediately remove that employee from the truck, provide immediate feedback and

corrective actions, and prevent the employee from operating a powered industrial truck again until the employee demonstrates understanding of the unsafe procedure. A second unsafe procedure will require the employee to complete refresher training prior to operating the PIT again.

Employees

Employees shall ensure the following:

1. No employee shall operate a truck until they have successfully completed training conducted by a person authorized by Mariposa County as having the knowledge, training, and experience to train operators and evaluate their competence.
2. They are following the best safe work practices once trained.
3. They will be empowered and required to remove from service a powered industrial truck found to be in need of repair, defective, or in any way unsafe until it has been restored to safe operating condition.

TRAINING

The County's powered industrial truck training program shall include:

1. Formal instruction in a classroom or online setting
2. Practical demonstration of skills learned
3. An operator evaluation

Training is defined as:

1. Formal instruction (e.g., lecture, discussion, interactive computer learning, video tape, written material)
2. Practical training (demonstrations performed by the trainer and practical exercises performed by the trainee)
3. Evaluation of the operator's performance in the workplace

All employees who will operate powered industrial trucks must complete an initial evaluation. An initial evaluation shall consist of a formal training course including a written test plus practical skills demonstration. Subsequent evaluations may include a practical skills demonstration conducted by a person who has the knowledge, training, and experience to train operators and evaluate their competence in order to verify the employee's knowledge and skill levels and may exclude a written test at the discretion of the competent trainer.

Attachment: 13 Powered Industrial Truck Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Trainee Operation of PIT

Trainees may operate a powered industrial truck only:

- Under the direct supervision of persons who have the knowledge, training, and experience to train operators and evaluate their competence
- Where such operation does not endanger the trainee or other employees

Training Program Topics

Training shall include providing information on the following topics:

- Operating instructions, warnings, and precautions for the types of truck the operator will be authorized to operate
- Differences between the truck and the automobile
- Truck controls and instrumentation: where they are located, what they do, and how they work
- Engine or motor operation
- Steering and maneuvering
- Visibility (including restrictions due to loading)
- Fork and attachment adaptation, operation, and use limitations
- Vehicle capacity and stability
- Any vehicle inspection and maintenance that the operator will be required to perform
- Refueling and/or charging and recharging of batteries
- Operating limitations
- Any other operating instructions, warnings, or precautions listed in the operator's manual for the types of vehicle that the employee is being trained to operate

Workplace-related topics:

- Surface conditions where the vehicle will be operated
- Composition of loads to be carried and load stability
- Load manipulation, stacking, and unstacking
- Pedestrian traffic in areas where the vehicle will be operated
- Narrow aisles and other restricted places where the vehicle will be operated
- Hazardous (classified) locations where the vehicle will be operated
- Ramps and other sloped surfaces that could affect the vehicle's stability

Attachment: 13 Powered Industrial Truck Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

- Closed environments and other areas where insufficient ventilation or poor vehicle maintenance could cause a buildup of carbon monoxide or diesel exhaust
- Other unique or potentially hazardous environmental conditions in the workplace that could affect safe operation

Transfers of Certificates

New employees who have been trained during the previous 36 months (with verified proof of completion) by their previous employer may become certified to operate a powered industrial truck for Mariposa County by successfully completing (documented) refresher training conducted by a County-approved trainer.

A certified powered industrial truck operator who demonstrates a lack of sufficient knowledge or skills, or who operates a powered industrial truck in an unsafe manner will be suspended from further operation of a powered industrial truck until he/she has successfully completed refresher training by a County-approved trainer. The content of refresher training will specifically address the discrepancies observed and is intended to return the PIT operator to the full and safe performance of his/her operating capabilities as soon as is practical. Failure to successfully complete training or refresher training will result in immediate suspension of the operator's certification to operate a PIT in order to protect both the operator and his/her co-workers.

Re-Evaluations Every Three Years

All employees operating powered industrial trucks must be evaluated (in writing) at a minimum once every three (3) years.

PROGRAM ACTIVITIES

Equipment Inspection and Maintenance

1. Each powered industrial truck will be inspected before each shift by the operator.
2. A file will be maintained that lists the shift inspections of equipment. This file will be kept at the Public Works Administration Offices.
3. A maintenance log will be kept that identifies repair needs and corrective actions taken for each powered industrial truck. This log will be kept at the Public Works Administration Offices.
4. If repairs are needed on a powered industrial truck such that it cannot be safely operated, it will be taken out of service until the repairs have been made.
5. After repairs have been completed, the powered industrial truck will be given a performance test to ensure that the equipment is safe to operate.
6. Powered industrial trucks will be kept in clean condition, free of dirt, excess oil, and grease.

Attachment: 13 Powered Industrial Truck Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Changing and Charging Batteries

1. Equipment will be provided to safely flush and neutralize spilled battery acid and electrolytes.
2. Smoking is prohibited in all battery-charging areas.
3. Eyewash equipment will be maintained in all charging areas.
4. Precautions will be taken to prevent open flames, sparks, and electric arcs in charging areas.
5. Employees who change and service batteries and handle corrosive liquids will wear the proper Personal Protective Equipment (PPE), including gloves, apron, goggles, face shield, and boots at a minimum.

PIT OPERATING PROCEDURES

The general operating procedures outlined below are all safety-related, affecting the Powered Industrial Truck (PIT) operator, the pedestrian, or the load being transported. While many of these procedures may appear to be common sense, they should all be followed to enhance overall safety.

- Only authorized, trained personnel shall operate lift trucks.
- Before the start of the shift, a visual inspection must be conducted. Employees shall not operate an unsafe forklift at any time.
- All operators will wear ANSI-rated safety-toe boots with slip-resistant soles.
- All operators and employees working near and around PITs will wear approved hard hats.
- Operators entering a building or nearing a blind corner shall make their approach at reduced speed. Sound the horn and proceed carefully.
- Operators shall give pedestrians the right of way at all times.
- Operators shall not drive toward any person who is in front of a fixed object or wall.
- Operators should not put their fingers, arms, or legs between the uprights of the mast, or beyond the contour of the forklift.
- No person shall ride as a passenger on a forklift or on the load being carried.
- To prevent crush injuries, no person shall stand in front of or behind a PIT and a load.
- If at any time a forklift is found to be in need of repair, defective, or in any way unsafe, the forklift must be taken out of service until it has been restored to a safe operating condition. This includes missing or malfunctioning seat belts.
- All repairs must be made by a manufacturer's authorized representative.
- Manufacturer's operating instructions must be understood and followed by the operator.
- Operation of the controls must be explained and their functions demonstrated.

Attachment: 13 Powered Industrial Truck Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

- Load capacity information must be visible on the PIT's data plate and followed.
- A forklift must never be used to lift a load beyond its capability.
- Fuel tanks must not be filled while the engine is running. Fuel spillage must be avoided.
- Any spillage of oil or fuel must be carefully cleaned following the County's approved spill response procedures. The fuel tank cap must be replaced before the engine is restarted.
- A forklift must not be operated if there is a leak in the fuel system. The leak must first be repaired.
- Seat belts are required to be worn while operating the forklift at all times.
- The operator must always drive slowly enough to make a turn without tipping the forklift and to stop safely for pedestrians and co-workers.
- Wet and slippery driving surfaces should be cleaned where appropriate. Wet or slippery driving surfaces require slower than ordinary speeds.
- A forklift must be kept behind any other moving vehicle by at least three times the length of the forklift.
- The operator must not pass another vehicle at intersections, blind spots, or other dangerous locations. Forklifts shall not be operated on public streets, unless as part of a secured construction zone.
- The operator must slow down and sound the horn at cross aisles and other locations where vision is obstructed from either direction.
- The operator must watch for pedestrians, especially at intersections, passageways, and doors leading from toilets, lunchrooms, and offices.
- The operator must never drive directly toward anyone.
- Stunt driving and horseplay is strictly prohibited and is grounds for disciplinary action.
- A forklift will not be used to elevate a platform or pallet with persons on it, except work platforms specially designed for this purpose. Work platforms must have standard guard rails and must be securely fastened to the forks.
- No one can be allowed to stand or pass under the lift portion of any forklift, whether loaded or empty, because injury may result from mechanical failure or falling objects.
- Before moving or stacking materials, the operator must survey the path of travel to avoid machinery, overhead obstructions, sprinkler systems, manufactured goods, and other obstructions.
- Forklifts must not be overloaded. Overloading will increase the risk that a forklift will tip over and reduce the ability to control it.

- Loaders and/or operators must check the maximum load capacity on the forklift nameplate prior to lifting loads.
- Lifted loads must be neatly piled and cross-tied, where appropriate.
- To reduce the risk of tipping, the load must be laterally centered on the lift forks.
- Carry the load low enough to avoid striking overhead obstructions, such as doorways, electrical conduits, and sprinklers.
- Carry the load only high enough to avoid raised or uneven surfaces.
- Do not raise or lower a load while the forklift is moving.
- Drive the forklift in reverse if bulky items obstruct the front view.
- Easy and gradual starts and stops help prevent loads from shifting.
- Exercise caution on inclines. Always drive with the load pointed uphill (whether ascending or descending).
- Be especially careful going downhill, so that the forklift can be brought to an emergency stop.
- Never load or park the forklift so as to block or obstruct fire aisles, fire equipment, or means of egress.
- Keep forklifts well back from the edge of loading docks and other open-sided floors.
- When the operator must leave the forklift unattended, load engaging means (mast and forks) must be fully lowered, controls must be neutralized, the power must be shut off, and the parking brake must be set. An additional safety precaution is to remove the keys.
- When an operator is dismounted and is within 25 feet of the vehicle and is in view of the vehicle, the engine may be left running. The load engaging mechanism must be fully lowered, controls must be neutralized (transmission in neutral position), and the brakes must be set.
- Wheels must be blocked/chocked if the forklift is parked on an incline.
- Compressed gas cylinders shall be moved only in special pallets designed for this purpose.
- When unloading trucks or trailers, the brakes on the vehicle will be set (locked) and the wheels chocked.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	3668	https://www.dir.ca.gov/title8/3668.html

TRAVELING

- County PIT speed limits will be observed and under all travel conditions. A powered industrial truck will be operated at speeds that will permit it to be brought to a stop in a safe manner.
- Three truck lengths will be maintained between powered industrial trucks in operation.
- The powered industrial truck will be kept under control at all times.
- When vision is obscured, the operator will slow down and sound the horn.
- If the load blocks the operator's view, the powered industrial truck will be driven in the direction that provides the best visibility.
- The powered industrial truck will cross railroad tracks at a diagonal.
- The powered industrial truck will be parked 8 feet or further from the center line of the railroad tracks.
- The operator will keep a clear view of the path of travel.
- The loaded powered industrial truck will be driven with the load upgrade when driving on ascending or descending.
- Dock boards and bridge plates will be properly secured before they are driven over.
- When the forklift is not carrying a load, the operator shall travel with the forks as low as possible (maximum of 3 inches on paved surfaces). When carrying a load, it should be carried as low as possible (consistent with safe operation, 2 to 6 inches above the surface.)

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APPENDIX A – PIT PRE-TRIP INSPECTION CHECKLIST

Operator:_____ Lift_____ Date_____

Safety Items				
Checklist Items	**Yes**	**No**	**Not Required**	**Comments**
Owner's manual available	☐	☐	☐	
Fire extinguisher is charged	☐	☐	☐	
Lights work	☐	☐	☐	
Horn works	☐	☐	☐	
Emergency brake holds lift from moving	☐	☐	☐	
Seat belt retracts and buckles	☐	☐	☐	
Seat is secured to frame of lift	☐	☐	☐	
Seat "Deadman" seat brake works	☐	☐	☐	
Solid tires are in good repair	☐	☐	☐	
Pneumatic tires have appropriate level of air pressure	☐	☐	☐	
All gauges operate normally	☐	☐	☐	
Steering wheel turns smoothly	☐	☐	☐	
Safety cage is in good repair				
Fuel Source				
Checklist Items	**Yes**	**No**	**Not Required**	**Comments**
Batteries charged and secured in place	☐	☐	☐	
Battery connections are in good repair	☐	☐	☐	

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LP Tank Secured	☐	☐	☐	
LP Hose are in good repair	☐	☐	☐	
General Items				
Checklist Items	**Yes**	**No**	**Not Required**	**Comments**
There are no leaks around forklift	☐	☐	☐	
Hoses are in good repair and free of leaks	☐	☐	☐	
Chains are in good repair and free of leaks	☐	☐	☐	
Mast tilts smoothly	☐	☐	☐	
Mast raises and lowers smoothly	☐	☐	☐	
Mast shifts side to side smoothly	☐	☐	☐	
Test unloaded mast by raising 6 feet and leaving it sit for 30 seconds. Mast does not descend.	☐	☐	☐	

Attachment: 13 Powered Industrial Truck Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

RESPIRATORY PROTECTION POLICY

Attachment: 14 Respiratory Protection Policy (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PURPOSE

The purpose of this program is to ensure employees are protected from acute and chronic respiratory hazards such as harmful dusts, fumes, mists, vapors, gases, or biologicals which may occur in the workplace. The prevention of acute and chronic respiratory hazards to our employees will help to prevent and/or minimize lung and respiratory tract illnesses in both the short and long term.

SCOPE

This policy applies to all employees requiring mandatory use of respirators at the County. In addition, the supplies to all employees who elect to voluntarily use filtering face pieces (i.e., dust masks) in the workplace.

POLICY

When respiratory hazards are present in the workplace and cannot be engineered or administratively controlled, employees shall utilize the appropriate respiratory personal protective equipment. Employees utilizing respiratory protection shall be enrolled in the respiratory protection program, complete medical evaluations, and complete fit testing.

Important note: Failure to properly seal check, fit test, and use the proper respirator against respiratory hazards can result in death and permanent injury. Repeated failure to use a respirator properly can result in long-term illnesses such as cancer, lung scarring, and the like.

The respiratory protection program is an extension of the County's personal protective equipment program. This program is specifically tailored towards respiratory protective equipment.

RESPONSIBILITY

The Risk Manager has the responsibility for the development and implementation of this policy. The Risk Manager shall also ensure that training programs, respiratory protection service providers and vendors, certified industrial hygienists, and other expert sources of advice are available as is necessary to ensure respiratory hazards are assessed and addressed. The Risk Manager has the responsibility to work with department heads to implement this policy.

Adopted 8/1/17 with Res. 2017-521
Amended ____/23 with Res. 2023-_____

Each department head has the responsibility to ensure that respiratory hazards in their department are addressed and evaluated to determine any respiratory protection needs. The department head is also responsible for training employees utilizing County-approved training programs. The department head will also be responsible for reporting any failures of the policy, failures in respirators, new chemicals, and other previously unidentified respiratory hazards in their department. In addition, each department head has the responsibility to ensure that employees are following the respiratory protection program. This includes ensuring that employees seal check the respirators, inspect the respirators, submit to medical evaluations and fit testing, and report any workplace incidents.

Employees enrolled in the respiratory protection program have the responsibility to comply with all provisions of this policy. Employees shall not utilize damaged, expired, or incorrect respirators. Employees have the responsibility of maintaining the respirators in good working condition. Also, employees shall ensure that new and previously unidentified hazards are reported to their department head for evaluation. Employees also have the responsibility to understand the chemicals that they are working with by reading the safety data sheets and complying with the County's hazard communication program. Employees shall not utilize respirators which fail fit testing.

TRAINING

Prior to utilizing a respirator, employees shall complete County-approved training, and submit to medical evaluation and fit testing. Respiratory protection training may be provided on an annual basis in conjunction with annual fit testing. Each specific respirator (make and model) shall be fit tested for the user prior to use.

Training will include a variety of topics on the use of respirators including selection, storage, inspections, hazards involved, medical evaluations, fit testing, seal checks, and the like. In addition, employees shall bring the respirators to training for demonstration purposes. This may include the inspection process, seal checks, and the like.

SELECTION OF RESPIRATORS

The selection of the appropriate respirator is vital to your life. Failure to select the appropriate respirator as well as the appropriate cartridge may result in death or permanent injury. The selection of the respirator is based on several factors, including the hazardous environment, concentrations in those environments, and the design, function, and manufacturer's recommendations for the respirator.

While the selection of respirators is based on the above factors, the ultimate selection of the respirator is determined at the time of fit testing for you. Each employee may have varying facial features allowing one respirator to work for one employee but not another.

The County has conducted an initial evaluation of a variety of departments to determine the respiratory needs in those locations. This evaluation was conducted by a certified industrial hygienist (CIH). Below

are 6 scenarios which may require the use of respirators. Each of these will be discussed by your department head during on-site training.

1. During change out of chlorine cylinders at the Don Pedro Wastewater Treatment Plant. Monitoring is conducted on-site by a fixed monitor. If the level of chlorine indicates a level of exposure above 1 ppm, respirator use is required. This applies to facilities personnel.
2. During dusty operations involving the movement of dust. The dust is generally nuisance dust and the PEL is 10 mg/M^3. It is unlikely that this level will ever be exceeded. This applies to road crew personnel.
3. During operations involving the application of asphalt. The exposure is very intermittent and short in duration. Workers will be assigned respirators for organic vapors for use in areas around these operations. This applies to road crew personnel.
4. Respirators with pesticide/herbicide cartridges will be used during the application of pesticides or herbicides. The application or use of pesticides, herbicides, and rodent control substances is an activity that may be done by employees from the Department of Public Works or, in some very limited cases, the Department of Agriculture/Farm Advisor's Office. The exposures in these situations are always outdoors and the workers are trained to spray the chemicals away or downwind from where they are working or walking. This applies to both facilities and road crew personnel.
5. Law enforcement/jail personnel in very limited situations (i.e., discovery of drug laboratories)
6. Fire Department personnel - County employees and volunteers in the course of responding to fire or providing rescue services.

FIT TESTING

Fit testing is the process in which a selected respirator is evaluated to ensure proper fitment for you. Each person's facial features are unique and respirators may or may not create an impenetrable seal on each person.

There are a variety of methods (quantitative and qualitative) and testing agents which may be utilized to conduct fit testing. Generally, the County will utilize qualitative methodologies and a test agent which is appropriate to the respirator user. In cases where quantitative testing is appropriate based on the hazard faced, the County may elect to utilize quantitative testing. All testing protocols will be in accordance with Cal-OSHA and NIOSH regulations and standards.

The County shall arrange for fit testing of respirators to ensure that the employee has the appropriate respirator. The County will conduct fit testing on a routine basis as is necessary to ensure the proper fit of each respirator. The County will conduct fit testing:

- Annually

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- When a selected respirator make and model has design changes
- When employees have facial changes (weight loss, cosmetic surgery, facial scarring, the use of dentures, removal of dentures, dental work)

Fit testing is not required for the voluntary use of respirators. In the event respirators are required to be utilized by County employees, fit testing will be performed in accordance with Title 8, Section 5144.

PHYSICAL AND MEDICAL QUALIFICATIONS

Records of medical evaluations must be retained and made available in accordance with the California Code of Regulations, Title 8, Section 5144 and 29 CFR 1910.1020.

Medical Evaluation Required

Using a respirator may place a physiological burden on employees that varies with the type of respirator worn, the job and workplace conditions in which the respirator is used, and the medical status of the employee. The County provides a medical evaluation to determine the employee's ability to use a respirator before the employee is allowed to use the respirator in the workplace.

Medical Evaluation Procedures

The employee will be provided a medical questionnaire (Appendix C) as outlined by Cal-OSHA. The employee shall complete the medical questionnaire and the medical questionnaire will be reviewed by the department head or Risk Manager to determine if a follow-up medical examination is required.

All medical information will be kept confidential in accordance with County policy.

The County shall ensure that a follow-up medical examination is provided for an employee who gives a positive response to any question among questions in Part B of the questionnaire or whose initial medical examination demonstrates the need for a follow-up medical examination. The follow-up medical examination shall include any medical tests, consultations, or diagnostic procedures that the physician deems necessary to make a final determination.

Administration of the Medical Questionnaire and Examinations

The medical questionnaire and examinations shall be administered confidentially during the employee's normal working hours or at a time and place convenient to the employee. The medical questionnaire shall be administered in a manner that ensures that the employee understands its content. The County shall provide the employee with an opportunity to discuss the questionnaire and examination results with the physician.

Supplemental Information for the Physician

The following information must be provided to the physician before the physician makes a recommendation concerning an employee's ability to use a respirator:

- The type and weight of the respirator to be used by the employee

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- The duration and frequency of respirator use (including use for rescue and escape)
- The expected physical work effort
- Additional protective clothing and equipment to be worn
- Temperature and humidity extremes that may be encountered
- Any supplemental information provided previously to the physician regarding an employee need not be provided for a subsequent medical evaluation if the information and the physician remain the same

Note: It is highly recommended to take the respirators the employee intends to use with them to their visit with the physician.

The County has provided the physician with a copy of the written respiratory protection program and a copy of the OSHA California Code of Regulations, Title 8, Section 5144.

Medical Determination

In determining the employee's ability to use a respirator, the County shall obtain a written recommendation regarding the employee's ability to use the respirator from the physician. The recommendation shall provide only the following information:

- Any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use the respirator
- The need, if any, for follow-up medical evaluations
- A statement that the physician has provided the employee with a copy of the physician's written recommendation
- If the respirator is a negative pressure respirator and the physician finds a medical condition that may place the employee's health at increased risk if the respirator is used, the County shall provide an APR (Air Purifying Respirator) if the physician's medical evaluation finds that the employee can use such a respirator. If a subsequent medical evaluation finds that the employee is medically able to use a negative pressure respirator, then the County is no longer required to provide an APR

Additional Medical Evaluations

At a minimum, the County shall provide additional medical evaluations that comply with the requirements of this section if:

- An employee reports medical signs or symptoms that are related to the ability to use a respirator.

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- A physician, supervisor, or the Risk Manager informs the County that an employee needs to be reevaluated.
- Information from the Respiratory Protection Program, including observations made during fit testing and program evaluation, indicates a need for employee reevaluation.
- A change occurs in workplace conditions (e.g., physical work effort, protective clothing, and temperature) that may result in a substantial increase in the physiological burden placed on an employee.

MEDICAL SURVEILLANCE AND ACCESS TO MEDICAL RECORDS

As part of the Respiratory Protection Program, you are automatically enrolled into the Medical Surveillance Program. You will receive a copy of your medical evaluations and reports at the time they are conducted. The Medical Surveillance Program will remind you of your annual requirement for fit testing. In the event that you would like to request records related to the Respiratory Protection Program and your testing, you may do so in accordance with the Access to Medical Records Policy. Please note that it is recommended that you keep copies for your records.

RESPIRATOR OPERATION AND USE

Respirators will only be used following the respiratory protection safety procedures established in this program. The **RESPIRATOR SELECTION MANUAL** for each type of respirator will be maintained by the Risk Manager and be available to all qualified users. Surveillance by the direct supervisor shall be maintained of work area conditions and degree of employee exposure or stress. When there is a change in work area conditions or degree of employee exposure or stress that may affect respirator effectiveness, the County shall reevaluate the continued effectiveness of the respirator.

For continued protection of respirator users, the following general use rules apply:

- Users shall not remove respirators while in a hazardous environment.
- Respirators are to be stored in sealed containers out of harmful atmospheres.
- Respirators are to be stored away from heat and moisture.
- Respirators are to be stored such that the sealing area does not become distorted or warped.
- Respirators are to be stored such that the face piece is protected.

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CLEANING AND DISINFECTING

The County provides each respirator user with a respirator that is clean, sanitary, and in good working order. The County ensures that respirators are cleaned and disinfected using the Cal-OSHA protocols and Best Practices.

Cleaning and Disinfecting

The respirators shall be cleaned and disinfected when:

- A respirator issued for the exclusive use of an employee is the responsibility of that employee and shall be cleaned and disinfected as often as necessary to be maintained in a sanitary condition.
- Cleaned and sanitized no less than recommended by the manufacturer.
- A respirator issued to more than one employee shall be cleaned and disinfected before being worn by different individuals.

Respirator Storage

Respirators are to be stored as follows:

All respirators shall be stored to protect them from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals, and they shall:

- Be packed or stored to prevent deformation of the face piece and exhalation valve.
- NOT be stored directly in a vehicle glovebox.
- NOT be stored on a vehicle dashboard.
- Be placed in an appropriate-sized reusable and resealable plastic bag or box.

REPAIR OF RESPIRATORS

Respirators that fail an inspection or are otherwise found to be defective will be removed from service to be discarded, repaired, or adjusted in accordance with the following procedures:

- Repairs or adjustments to respirators are to be made only by persons appropriately trained to perform such operations and shall use only the respirator manufacturer's NIOSH-approved parts designed for the respirator.
- Repairs shall be made according to the manufacturer's recommendations and specifications for the type and extent of repairs to be performed.
- Reducing and admission valves, regulators, and alarms shall be adjusted or repaired only by the manufacturer or a technician trained by the manufacturer.

Respirator cartridge color coding:

Cal-OSHA and NIOSH have created in accordance with respirator manufacturers a color-coding system for respirator cartridges. It is important that you understand the respirator cartridge that you're placing in the respirator and the hazardous environment that you are entering. This color-coded chart is for reference only. All respirator cartridges shall be inspected and manufacturer's instructions read prior to installation on a respirator. It is important that respirator cartridges are only purchased from reputable sources to ensure your safety.

CONTAMINANT	COLOR CODING ON CARTRIDGE/CANISTER
Acid gases	White
Hydrocyanic acid gas	White with 1/2 inch green stripe completely around the canister near the bottom.
Chlorine gas	White with 1/2 inch yellow stripe completely around the canister near the bottom.
Organic vapors	Black
Ammonia gas	Green
Acid gases and ammonia gas	Green with 1/2 inch white stripe completely around the canister near the bottom.
Carbon monoxide	Blue
Acid gases & organic vapors	Yellow
Hydrocyanic acid gas and chloropicrin vapor	Yellow with 1/2 inch blue stripe completely around the canister near the bottom.
Acid gases, organic vapors, and ammonia gases	Brown
Radioactive materials, except tritium & noble gases	Purple (magenta)
Pesticides	Organic vapor canister plus a particulate filter
Multi-Contaminant and CBRN agent	Olive
Any particulates - P100	Purple
Any particulates - P95, P99, R95, R99, R100	Orange
Any particulates free of oil - N95, N99, or N100	Teal

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PROGRAM INSPECTION

The Risk Manager will inspect, at least annually, Mariposa County compliance with the requirements of this Respiratory Protection Program.

RECORDKEEPING

The County will retain written information regarding medical evaluations and the respirator program. This information will facilitate employee involvement in the respirator program, assist the County in auditing the adequacy of the program, and provide a record for compliance determinations by OSHA. All training, audit, and other records prepared in association with the Respiratory Protection Program shall be managed in accordance with the County's IIPP and Record Retention Policy requirements.

DISCIPLINE

Employees enrolled in this program who fail to utilize respiratory protection will be subject to discipline in accordance with union agreements and County policy. In addition, failure to comply with the medical evaluation and fit testing program will also result in discipline in accordance with union agreements and County policy. Those employees who have not performed medical evaluation and fit testing in the specified time will not be allowed to continue to work in areas where respiratory hazards exist until such time that the appropriate medical evaluation and fit testing is completed.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	5144	https://www.dir.ca.gov/title8/5097.html

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FREQUENTLY ASKED QUESTIONS ANSWERED BY FEDERAL OSHA

Are there any cautions or limitations when using respirators?

Yes. Each type of respirator can come in several varieties, each with its own set of cautions, limitations, and restrictions of use. Tight-fitting respirators require fit testing to ensure an adequate fit to the face and cannot be used with facial hair. Certain escape respirators use a nose clip and mouthpiece, which is clenched between your teeth, similar to a snorkel. Some respirators prevent the user from talking while others have speaking diaphragms or electronic communication devices. Every respirator contaminated with hazardous chemicals should be cleaned and decontaminated or disposed of properly.

All respirators require training in order to be properly used. Sometimes you can practice using your own respirator. Some escape respirators come in a package that must remain sealed until use, so you need to be trained using a special “practice” version. Training is extremely important in regard to the storage, maintenance, use, and disposal of the respirator. This information is provided by the supplier of the respirator (i.e., seller, distributor, or manufacturer). If you do not use a respirator correctly, it is very likely that it will not adequately protect you and may even hurt you.

How well does a respirator need to fit me?

If your mask does not make a tight seal all the way around your face when you inhale, you may breathe contaminated air that leaks around the edges of the face seal. Most respirators come in different styles and sizes and fit different people differently because people's faces have different shapes. You also need training to know how to correctly put the mask on and wear it correctly. This information should be provided by the supplier of the respirator.

The only way to tell if a tight-fitting respirator fits you properly and is capable of protecting you is to fit test the respirator. Fit testing can be accomplished in a number of different ways and should be done by a health and safety professional before workers wear a respirator in a hazardous environment. Respirators must be checked for proper fit each time they are donned to ensure they provide adequate protection.

Can I wear a respirator if I have a beard?

Anything that prevents the face mask from fitting tightly against your face, such as a beard or long sideburns, may cause leakage. If your respirator requires a tight fit, you must trim back your beard so that it will not interfere with the face-facepiece seal. If your respirator is a loose-fitting (hooded) positive pressure respirator (e.g., a powered air-purifying respirator, PAPR) then you may have a beard.

If I have the right cartridges/filters for a certain hazard, and my mask fits, will they always protect me against that hazard?

No. Gas masks and respirators reduce exposure to the hazard, but if the exposure is such that it goes beyond what the filter is capable of handling (either because the amount of toxic gas or particles is more than what the filter is designed to handle, or because the exposure lasts longer than what the filter is

Attachment: 14 Respiratory Protection Policy (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

designed to handle), the filter may not be effective in providing the required protection. Also, there may be a small amount of leakage even if the fit of the respirator has been tested. If so, and if there is a large amount of a toxic chemical in the outside air, even that small leakage can be dangerous.

Can anyone wear a respirator?

No. Breathing through a respirator is more difficult than breathing in open air. People with lung diseases, such as asthma or emphysema, elderly people, and others may have trouble breathing. People with claustrophobia may not be able to wear a full facepiece or hooded respirator. People with vision problems may have trouble seeing while wearing a mask or hood (there are special masks for people who need glasses). Employees must be medically evaluated before being assigned to use a respirator.

Will my cartridge/filter and respirator mask protect forever?

No. Cartridges, filters, and masks get old. If the filter cartridges are outdated, have been open to the air, or are damaged, you may not be protected. Cartridges that contain charcoal or other chemicals for filtering the air should be kept in air-tight packages until use. If cartridges are open or not packed in air-tight packaging, they should not be used. Even cartridges in original packaging have expiration dates that should be checked before purchase and use. Also, over time your mask can get old and break down. Keep your mask in a clean, dry place, away from extreme heat or cold. Inspect it before and after use according to the manufacturer's instructions. Cartridges also have a limited service life; they must be changed periodically during use.

Will a gas mask protect me if there is not enough oxygen in the air?

No. Air-purifying respirators do not provide oxygen. If used in an environment with low oxygen levels, such as in a fire or a confined space, you are in danger of asphyxiation.

Will a gas mask protect me if there is a fire?

Most will not. It's important to read the manufacturer's information if your main concern is to be able to escape from a smoke-filled building. Smoke particles can rapidly clog gas mask filters, and filters with special chemicals are needed to protect against carbon monoxide and other gases that may occur in a fire. Not all gas masks or escape respirators protect against these hazards. Some components, including hoods and facepieces, of many of the gas masks and escape respirators may melt if exposed to a fire.

Once I put on my gas mask, how long will it last?

That depends on how much filtering capacity the respirator has and the amount of hazard in the air – the more chemical or biological hazard in the air (higher concentration), the shorter the time your filter will last. There is no absolute time limit, and it will vary by each respirator model's capacities and the concentration of the hazard.

QUESTIONS TO CONSIDER REGARDING ANY RESPIRATOR YOU ARE CONSIDERING PURCHASING:

- What protection (which chemicals and particles, and at what levels) does the respirator provide?
- Is there more than one size?
- Which size should I use?
- How do I know if the gas mask or respirator will fit?
- What type of training do I need?
- Are there any special maintenance or storage conditions?
- Will I be able to talk while wearing the respirator?
- Does the hood restrict vision or head movement in any way?
- Can I carry the device in the trunk of my automobile?
- Is a training respirator available?

PERSONAL PROTECTIVE EQUIPMENT

Attachment: 15 Personal Protective Equipment (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PURPOSE

The purpose of this policy is to ensure that employees can work safely in areas where engineering or administrative controls cannot be implemented to control hazards. Personal protective equipment (PPE) is the last line of defense against hazards because other measures cannot abate those hazards and work must continue in areas where those hazards exist.

RESPONSIBILITY

The Risk Manager has responsibility for the development and implementation of the personal protective policy. In addition, the Risk Manager will ensure that hazards have been assessed and that the appropriate level of PPE is being selected.

Department heads will ensure that employees are trained and utilize PPE in designated areas or where tasks or jobs require such use. Department heads will also ensure that the Risk Manager is made aware of any failure of equipment, needs for PPE, or other factors that impact PPE use.

Employees are responsible for utilizing PPE when a task or job requires it or when located in an area that has been designated for the use of particular PPE.

CATEGORIES OF PPE

There are a variety of categories in relation to PPE. These include head protection, eye and face protection, hearing protection, hand protection, foot protection, respiratory protection, and whole-body protection. An example of each of these may be hard hats, safety glasses, earplugs, leather gloves, rubber boots, N95 respirators, and hazmat suits. Additional information on the categories of PPE will be covered in specific training courses based on an employee's work environment and the tasks that they face.

TYPES OF PPE

There are a variety of types of PPE available on the market today. These types of PPE provide different levels of protection as well as different fit, comfort, useful life, and the like. It is important that employees understand the various types of PPE and what that equipment can be utilized to protect

against. This information is available in the manufacturer's instructions as well as in the County's training program.

SELECTION OF PPE

The Risk Manager and the department head have selected the appropriate levels of PPE based on a PPE hazard analysis as well as manufacturer's recommendations, OSHA regulations, recognized hazards, safety data sheets, and best practices.

Employees should always select PPE which is appropriate to the hazard and protects against that hazard whether chemical or physical in nature. At no time should employees select or utilize PPE that does not fit, is torn, broken, damaged, expired, or otherwise unsafe.

Employees utilizing respiratory protection equipment will be required to be enrolled in the respiratory protection program at the County. Employees will also be required to complete their medical evaluation form as well as participate in the County's respirator fit testing program.

INSPECTION OF PPE

Prior to utilizing PPE, the employee shall inspect the PPE as trained. The inspection shall ensure that the equipment has not expired and is otherwise safe to use. Any equipment that fails inspection should not be utilized and should be disposed of and replaced.

EXPIRATION AND DISPOSAL OF PPE

At the end of the useful life of PPE, it shall be disposed of in County waste/trash receptacles in accordance with the County's bloodborne pathogen and hazardous-waste policies.

Prior to disposal PPE such as hardhats shall be disassembled and the enter webbing shall be cut into pieces to make it unusable. The outer shell shall be tagged as "expired-do not use."

Fall protection lanyards and harnesses shall be cut into pieces to make them unusable prior to disposal. Carabiners shall be tagged as "expired-do not use."

At no time shall an employee take expired, damaged, or broken PPE for personal use. This includes taking PPE home for personal use on personal projects. PPE which has expired or reached the end of its useful life will no longer provide protection as intended and therefore is a hazard to the user.

Attachment: 15 Personal Protective Equipment (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

TRAINING

Prior to utilizing PPE employees shall receive training on the use of the equipment and the types and selection of that equipment. The specifics of the various categories of PPE shall be discussed, trained on, and compared to the PPE hazard assessment. It is the personal responsibility of each and every employee to utilize the PPE that they are assigned, and which is required by the task or the area which they are in.

Failure to utilize PPE may result in injury or death. Flying debris travels at a rate of speed which outpaces your reaction time and therefore PPE must be worn at all times in areas where required or while performing jobs or tasks necessitating its use.

DISCIPLINE

Employees' failure to utilize PPE may result in discipline in accordance with union agreements and County policy.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	3380	https://www.dir.ca.gov/title8/3380.html

Attachment: 15 Personal Protective Equipment (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

LADDER SAFETY PROGRAM

Attachment: 16 Ladder Safety Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PURPOSE

The purpose of this policy is to ensure employees can work at heights safely to perform tasks and duties to help improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services. Working at heights from objects other than ladders (such as chairs, tables, boxes) is highly dangerous. This policy will provide guidance on the proper use of ladders.

SCOPE

This policy applies to all employees performing work at heights requiring the use of tools to increase height other than fixed systems such as stairways or stages. The primary method to work at heights below 20 feet is ladders.

POLICY

All employees who need additional height to perform tasks and duties safely shall utilize a ladder. At no time shall employees stand on chairs, tables, or boxes to increase their height. Platforms specifically designed by the manufacturer to increase height may be utilized dependent on meeting the requirements of this policy.

RESPONSIBILITY

The Risk Manager has the responsibility to develop and implement this policy. The Risk Manager also has the responsibility to ensure that department heads have the knowledge and training available to them to properly implement this program. The Risk Manager will ensure that ladders are inspected annually by each department.

Department heads have the responsibility to ensure that employees comply with this policy. In addition, they have the responsibility of ensuring that budgets and equipment are available for their employees to work at heights.

Employees have the responsibility to comply with this policy and only work at heights using ladders. They also have the responsibility to inspect ladders daily prior to use. In addition, they must report any deficiencies in their ladders to their department head or supervisor.

Adopted ____/23 with Res. 2023-_____

DEFINITIONS

"Extension Ladder" is a non-self-supporting portable adjustable in length. It consists of two or more sections traveling in guides or brackets so arranged as to permit length adjustment. Its size is designated by the sum of the sections measured along the side rails.

"Step Ladder" is a self-supporting portable ladder, nonadjustable in length, having flat steps and a hinged back. Its size is designated by the overall length of the ladder measured along the front edge of the side rails.

"Single Ladder" is a non-self-supporting portable ladder, nonadjustable in length, consisting of but one section. Its size is designated by the overall length of the side rail.

CONSTRUCTION REQUIREMENTS

Portable Step Ladders

1. Step ladders longer than 20 feet shall not be used. Step ladders as hereinafter specified shall be of three types as follows:
    a. Type I -Industrial step ladder, 3 to 20 feet for heavy duty, such as utilities, contractors, and industrial use;
    b. Type II -Commercial step ladder, 3 to 12 feet for medium duty, such as painters, offices, and light industrial use;
    c. Type III -Household step ladder, 3 to 6 feet for light duty, such as light household use.
2. Single Ladder Length. Single ladders longer than 30 feet shall not be used.
3. Two-Section Ladder Length. Two-section extension ladders longer than 60 feet shall not be used. All ladders of this type shall consist of two sections, one to fit within the side rails of the other and arranged in such a manner that the upper section can be raised or lowered.

LADDER USE

Employees shall:

1. Prohibit from carrying equipment or materials which prevent the safe use of ladders;
2. Face the ladder when ascending and descending;
3. Use both hands when climbing up or down the ladder;
4. Prohibited from using single-rail ladders.
5. Prohibit employees from standing on the top cap or the step below the top cap of a stepladder.

Attachment: 16 Ladder Safety Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Note: For purposes of this section, the top cap is not a step.

LADDER CARE

Ladders shall be maintained in good condition at all times, the joint between the steps and side rails shall be tight, all hardware and fittings securely attached, and the movable parts shall operate freely without binding or undue play.

- Metal bearings of locks, wheels, pulleys, etc., shall be frequently lubricated.
- Frayed or badly worn rope shall be replaced.
- Safety feet and other auxiliary equipment shall be kept in good condition to ensure proper performance.
- Ladders shall be inspected frequently and those which have developed defects shall be taken out of service for repair or destruction and tagged or marked as "Dangerous, Do Not Use."
- Rungs shall be kept free of grease and oil.
- Portable rung and cleat ladders shall, where possible, be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is one-quarter of the working length of the ladder (the length along the ladder between the foot and the top support). The ladder shall be so placed as to prevent slipping, or it shall be lashed, or held in position. Ladders shall not be used in a horizontal position as platforms, runways, or scaffolds.
- Ladders for which dimensions are specified herein should not be used by more than one person at a time nor with ladder jacks and scaffold planks where use by more than one person is anticipated. In such cases, specially designed ladders with larger dimensions of the parts shall be procured.
- Portable ladders shall be so placed that the side rails have a secure footing. The top rest for portable rung and cleat ladders shall be reasonably rigid and shall have ample strength to support the applied load.
- Ladders shall not be placed in front of doors opening toward the ladder unless the door is blocked, open, locked, or guarded.
- Ladders shall not be placed on boxes, barrels, or other unstable bases to obtain additional height.
- Ladders shall not be utilized inside scissor lifts, aerial lifts, on forklifts, or in the back of pickup trucks.
- Ladders with broken or missing steps, rungs, or cleats, broken side rails, or other faulty equipment shall not be used.
- Short ladders shall not be spliced together to provide long sections.

Attachment: 16 Ladder Safety Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

- Ladders made by fastening cleats across a single rail shall not be used.
- Ladders shall not be used as guys, braces, or skids, or for other than their intended purposes.
- On two-section extension ladders the minimum overlap for the two sections in use shall be:
    - Up to and including 36 feet .....3 feet
    - Over 36 up to and including 48 feet .....4 feet
    - Over 48 up to and including 60 feet .....5 feet
- Portable rung ladders with reinforced rails shall be used only with the metal reinforcement on the underside.
- No ladder shall be used to gain access to a roof unless the top of the ladder extends at least 3 feet above the point of support at the eave, gutter, or roofline.
- The County shall equip all portable rung ladders with non-slip bases when there is a hazard of slipping. Non-slip bases are not intended as a substitute for care in safely placing, lashing, or holding a ladder that is being used upon oily, metal, concrete, or slippery surfaces.
- Cross-bracing on the rear section of stepladders shall not be used for climbing unless the ladders are designed and provided with steps for climbing on both front and rear sections.
- Ladders shall be stored at a location where they will not be exposed to the elements but where there is good ventilation. Wood ladders shall not be stored near radiators, stoves, or other places subject to excessive heat or dampness.
- Wooden ladders shall not be painted with other than transparent material.

INSPECTIONS

Employees shall inspect ladders on a daily basis prior to first use. In addition, employees should inspector ladders on a monthly basis to ensure a thorough inspection has occurred. Department heads shall arrange for annual inspections of ladders to ensure ladders are in good working condition.

LABELS AND MARKINGS

All ladders must maintain labels and markings from the manufacturer to ensure reference for employees utilizing those ladders. At no time shall the employee remove labels or markings from the ladder. In the event that labels have become damaged or otherwise unreadable, they shall be replaced with the appropriate manufacturer-approved labels and markings.

Attachment: 16 Ladder Safety Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

TRAINING

Employees utilizing ladders greater in height than a 3-foot stepladder shall go through formal ladder safety training. Portions of fall protection training will be included in the ladder safety training. For employees working on aerial lifts, scissor lifts, scaffolding, or in excavations, confined spaces and/or mobile cranes, the fall protection training received in conjunction with those courses will satisfy the fall protection requirement for ladder safety training.

DISCIPLINE

Employees not complying with this policy may be subject to disciplinary action in accordance with County union agreements and County policy.

RECORDKEEPING

Records related to this policy will be kept in accordance with the County record retention policy and the County Injury and Illness Prevention Program.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	3276	https://www.dir.ca.gov/title8/3276.html

Attachment: 16 Ladder Safety Program (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

HEARING CONSERVATION AND NOISE REDUCTION PROGRAM

PURPOSE

The purpose of this program is to ensure that employees are not exposed to noise at or above threshold limits which may cause hearing loss. At the time of this policy, hearing loss is a permanent reduction in the ability to hear certain frequencies at certain decibel levels. Since hearing loss cannot be reversed it is vitally important to the County that noise is controlled through engineering and administrative controls as well as personal protective equipment (PPE).

POLICY

The County will implement strategies such as engineering, administrative, and PPE to prevent or minimize occupational noise exposures which may result in hearing loss. This policy is an extension of the PPE policy and delves deeper into the specifics of occupational noise exposure and hearing conservation.

All employees exposed to occupational noise shall utilize the strategies set forth by the County to minimize that noise and prevent hearing loss.

RESPONSIBILITIES

The County Risk Manager shall develop and implement a hearing conservation program to ensure that occupational exposure to noise is prevented and/or minimized. In addition, the Risk Manager will develop training programs, evaluate PPE such as earplugs and earmuffs, conduct job hazard analysis, conduct noise sampling, and provide advice to department heads in the implementation of the program.

Department Management and Supervisors have the following responsibilities with regard to noise control and hearing conservation:

1. Ensure the implementation of the Hearing Conservation and Noise Reduction Program for all County departments that have an employee exposure to noise as determined by Section IV of this document.

2. Authorize budgeting and expenditure of necessary resources to implement the program.

Adopted 6/20/17 with Res. 2017-404
Amended ____/23 with Res. 2023-_____

Attachment: 17 Hearing Conservation Noise (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

3. Provide corrective action as may be deemed necessary or practical to modify or replace equipment, machinery, facilities, and tools which are found to create noise levels above exposure limits if technologically feasible.

4. Ensure employees who are exposed to the Action Level or higher noise level, undergo annual audiometric examination (baseline, annual, and termination) as deemed necessary by a physician, certified audiologist, or technician.

Supervisors of Employees in areas or operations which have been determined to have noise levels above acceptable or controllable levels shall:

1. Arrange to have exposed employees equipped with approved hearing protection devices with a Noise Reduction Rating (NRR) or National Institute for Occupational Safety and Health (NIOSH) methods 1, 2, or 3 per Appendix E, CCR title 8, § 5100. (The NRR rating must be printed on the outside of the package of the hearing protection per Environmental Protection Agency (EPA) regulation).

2. Conduct annual training and make frequent checks to ensure employees are properly using protective hearing devices. Strictly enforce the use of hearing protection devices where deemed necessary.

3. Cooperate with the County Risk Manager in completing required periodic audiometric examinations.

4. Ensure employees comply with requirements specified in Title 8, California Code of Regulation, General Safety Orders, and the policies or procedures specified herein.

5. Utilize the County Risk Manager to make sound level studies and surveys of specific equipment areas, facilities, work locations, and operations to determine the degree of employee noise level exposure.

6. Use outside contractors to reevaluate work areas and locations where employees are known to be, or suspected of being, exposed to noise levels at or above an 8-hour time-weighted average (TWA) of 85 dBA.

7. Authorize the use of protective hearing devices to comply with Title 8, § 5098.

8. Specify those areas, equipment, operations, and employees having a noise exposure level equal to or greater than 85 dBA, 8-hour TWA. Document those areas and send a copy to the County Risk Manager.

9. Identify those areas and jobs where hearing protection is required. Document those areas and jobs and send a copy to the County Risk Manager.

Attachment: 17 Hearing Conservation Noise (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

10. Prepare an annual education program on hearing conservation for employees, with the assistance of the County Risk Manager. The training program shall be consistent with changes in protective equipment and work processes.

11. Upon completion of the employee training, have the employee sign the appropriate training form and distribute it accordingly. Included at the back of this policy.

NOISE LEVEL EXPOSURE LIMITS

Cal-OSHA and NIOSH have established noise exposure limits to protect employees against occupational hearing loss. These limits should be observed and hearing protection or other approved strategies should be utilized to minimize the noise exposure.

1. Continuous Noise: Protection against the effects of the noise exposure shall be provided when sound levels exceed those shown below when measured on the A- scale of a standard sound level meter at slow response:

Permissible Noise Exposure Limits

Duration hours per day	Sound level dBA slow response
8	90
6	92
4	95
3	97
2	100
1.5	102
1	105
.5	110
.25 or less	115

2. Impulsive or Impact Noise: Exposure to impulsive or impact noise shall not exceed 140 dB peak sound pressure level.

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3. Measurement of Noise Levels: Noise and levels of exposure shall be measured by the Risk Manager or qualified contractors using calibrated sound level meters meeting current ANSI S1.4 "Specification for Sound Level Meters," or dosimeters meeting current ANSI S1.25, "Specification for Personal Noise Dosimeter."

4. Periodic Monitoring of Noise Levels: Noise monitoring or measuring shall be conducted by the County Risk Manager or approved contractors when information indicates that any employee's noise exposure may equal or exceed the Action Level whenever a change in production, process, equipment, or controls increases noise exposure to the extent that:

    a) Additional employees may be exposed at, or above the action level.

    b) The hearing protectors in use may be inadequate to accommodate the noise change.

Additionally:

- The monitoring may be observed by the affected employee or their representative if desired.
- The employer shall notify each employee exposed at or above the Action Level of the results of the monitoring.

HEARING CONSERVATION PROGRAM

The County is using an action level of 85 DBA to initiate its hearing conservation program. This means that when occupational noise reaches 85 DBA's the contents of the Hearing Conservation and Noise Reduction Program will be initiated to determine if your participation is required in the hearing conservation program. If your exposure to activation on noise equals or exceeds an 8-hour time-weighted average of 85 DBA, you will be enrolled in the County's hearing conservation program.

The hearing conservation program consists of 3 steps. These 3 steps are part of a continuous cycle which takes place on an annualized basis or when new noise exposures exist. The 3 steps are assessment, control of noise, and audiometric testing.

Noise Monitoring

The initiation of a monitoring program is to be considered whenever employees have:

a) Difficulty communicating by speech while they are in the noise area, and the listener and the speaker face each other at a distance of two feet; or

b) Employee complaints (such as head noises or ringing in the ears) after working in a noise area for an extended period of time; or

c) A temporary loss of hearing that has the effect of muffling speech and other sounds after extended exposure to the noise.

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d) Managers and supervisors shall determine if any employee is exposed to a daily dose greater than the exposure permitted, utilizing approved contractors.

e) If a routine/periodic survey identifies any employee for inclusion in a Hearing Conservation Program, additional monitoring shall be conducted to obtain measurements of other employees who may be similarly exposed.

Hearing Protection

Hearing protection shall be worn wherever there is a posted requirement and in any areas where noise exposures are equal to or exceed an 8-hour time-weighted average (TWA) of 85 decibels measured on the A-scale (slow response) or, equivalently, a dose of fifty percent. Hearing protectors provided to employees shall offer a degree of protection to reduce noise exposure below the prescribed limits noted below:

a) Muff and plug-type hearing protection devices shall be made available to all employees exposed to noise levels greater than 85 decibels. Hearing protection selected by employees must comply with Title 8, Section 5098 and be compatible with other PPE to be used.

b) Hearing protection shall be worn in any area where noise levels are greater than 85 decibels as a TWA when an employee has not had a baseline audiogram or has experienced a standard threshold shift.

c) Hearing protection shall have a noise reduction rating (NRR) sufficient to reduce exposure to an 8-hour TWA of 85 decibels.

d) Exposure to continuous noise shall not exceed 115 decibels.

e) Exposure to impulsive or impact noise shall not exceed 140 decibels peak sound pressure level.

A note on hearing protection: hearing protection levels are expressed in noise reduction ratings (NRR). These noise reduction ratings must be adjusted for attenuation. This will depend on the decibel weighing scale. You should always subtract the number 7 from the NRR to get the actual decibel attenuation if it is on a C-scale. If it is on A-scale then you must subtract the number 7 from NRR and then divide that number by 2 to get the decibel attenuation.

As an example, if a hearing protector has an NRR of 32 and you are using that on a C scale exposure your attenuation factor would be 32-7 which equals 25.

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Audiometric Testing

All employees enrolled in the Hearing Conservation and Noise Reduction Program shall be administered a preliminary (baseline) and subsequent (annual monitoring) audiometric (hearing) testing. Annual re-testing shall be conducted so long as the employee meets the established exposure criteria as outlined in this policy.

Audiometric testing will be performed by a County-approved service provider. The cost of the audiometric exam will be paid for by the County. In addition, further follow-ups or repeat audiometric testing will be paid for by the County.

Audiometric testing is considered part of the County's Medical Surveillance Program in accordance with Cal-OSHA regulations and is subject to the County's Access to Medical Records Policy, also in accordance with Cal-OSHA regulations.

TRAINING

All employees enrolled in the Hearing Conservation and Noise Reduction Program shall receive training. All training must be approved by the County. Training will typically be performed on an annual basis in conjunction with the majority of audiometric testing. Training will include the Cal-OSHA required topics as well as demonstrations on the insertion of earplugs, exercises to engineer out noise, and the like.

MEDICAL SURVEILLANCE AND ACCESS TO MEDICAL RECORDS

As part of the Hearing Conservation and Noise Reduction Program, you are automatically enrolled into the Medical Surveillance Program. You will receive a copy of your medical evaluations and reports at the time they are conducted. The Medical Surveillance Program will remind you of your annual requirement for audiometric testing. In the event that you would like to request records related to the Hearing Conservation and Noise Reduction Program and your testing, you may do so in accordance with the Access to Medical Records Policy. Please note that it is recommended that you keep copies for your records.

DISCIPLINE

Employees enrolled in this program who fail to utilize hearing protection will be subject to discipline in accordance with union agreements and County policy. In addition, failure to comply with the audiometric testing program will also result in discipline in accordance with union agreements and County policy. Those employees who have not performed audiometric testing in the specified time will

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not be allowed to continue to work in areas where noise exposure exists until such time that the audiometric testing is completed.

RECORDKEEPING

Records related to the Hearing Conservation and Noise Reduction Program will be kept in accordance with the County's record retention policy and the Injury and Illness Prevention Program. These include noise exposure measurements, audiometric testing results, background noise level tests, training records, and the like.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	5098	https://www.dir.ca.gov/title8/5098.html
Cal-OSHA	5099	https://www.dir.ca.gov/title8/5099.html
Cal-OSHA	5097	https://www.dir.ca.gov/title8/5097.html

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Appendix A

Hearing Conservation Training
Sign-In Sheet

Instructor: Date:

Location: Time:

Printed Name	Signature	Employee ID

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EXCAVATIONS TRENCHING AND SHORING SAFETY PROGRAM

PURPOSE

The purpose of this program is to ensure employees can safely perform duties associated with earth removal. Excavations present a high level of danger to employees and anyone near the excavation.

SCOPE

This policy applies to all employees working in or around an excavation and those employees associated with evaluating or inspecting the excavation.

DEFINITION

Excavation is any man-made cut, cavity, trench, or open depression in an earth surface made by earth removal.

POLICY REQUIREMENTS

1. Permitting

a. Mariposa County will secure a state-wide permit for excavation and trenching operations on an annual basis.

2. Notification

a. Mariposa County will notify Underground Service Alert (USA) to identify the location of any utility installation and the Fresno Cal-OSHA office at least 2 working days prior to the start of any digging or excavation work.

b. EXCEPTION to a. above: Emergency repair work to underground facilities.

3. Competent Person

a. Mariposa County will have a competent person or persons trained to oversee excavation and trenching operations.

Attachment: 18 Excavation Trenching Shoring (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

4. Site Evaluation

a. Employees shall not enter an excavation at any time or under any circumstances unless a competent person has evaluated the site and ensured that such site is properly shored or sloped.

5. Underground Utilities

a. All underground utilities or encumbrances will be identified so that no employee will be affected by hazards caused by such encumbrances. Underground installations shall be protected, supported, or removed as necessary to safeguard employees.

b. Underground installations may include:

   i. Gas lines
   ii. Telephone lines
   iii. Water lines
   iv. Sewer lines

c. Surface encumbrances may include:

   i. Trees
   ii. Sidewalks
   iii. Fire hydrants
   iv. Rocks
   v. Telephone or other utility poles
   vi. Other things like buildings

6. Access and Egress

a. A stairway, ladder, ramp or other safe means of access and egress shall be located in trench excavations that are 4 feet or more in depth, so as to require no more than 25 feet of lateral travel for employees.

7. Exposure to traffic

a. Employees exposed to public vehicular traffic shall be provided with and shall wear warning vests marked with or made with reflectorized or high-visibility material.

8. Warning system for mobile equipment

a. When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signs, or stop logs. If possible, the grade should be away from the excavation. All equipment should have back-up alarms.

Attachment: 18 Excavation Trenching Shoring (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

9. Hazardous atmospheres

a. The competent person will determine whether or not the excavation constitutes a permit-required confined space. If the excavation is deemed a permit-required confined space, then a permit will have to be issued for entry into the excavation.

10. Protection associated with water accumulation

a. Employees shall not work in excavations in which there is accumulated water, or excavations in which water is accumulating, unless adequate precautions have been taken to protect employees (i.e., water removal, shield system to protect from cave-ins, or use of a safety harness and lifeline).

11. Stability of adjacent structures

a. Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

b. Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees shall not be permitted without a registered professional engineer having approved the determination that such excavation work will not pose a hazard to employees.

c. Sidewalks, pavements, and appurtenant structures shall not be undermined unless a support system or other method of protection is provided to protect employees from the possible collapse of such structures.

12. Inspection

a. Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions.

b. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift.

c. Inspections shall also be made after every rainstorm or other hazard-increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.

d. In addition, inspections will be conducted any time there is a break in work such as lunch breaks. Also, any incidents occurring within 25 feet of the excavation such as motor vehicle accidents, water runoff, or other vibrating incidents will necessitate that a competent person must evaluate the excavation.

Attachment: 18 Excavation Trenching Shoring (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

13. Fall protection

a. Where employees or equipment are required or permitted to cross over excavations over 6 feet in depth and wider than 30 inches, walkways or bridges with standard guardrails shall be provided.

b. Adequate barrier physical protection shall be provided at all remotely located excavations. All wells, pits, shafts, etc., shall be barricaded or covered. Upon completion of exploration and other similar operations, temporary wells, pits, shafts, etc., shall be backfilled.

c. Any employee entering the excavation or trench shall don a fall protection harness to assist in the rescue process in the event that there is a collapse of the excavation or trench. In addition, the fall protection harness will aid in the rescue of the employee in the event that the employee succumbs to heat illness or other medical conditions.

14. Shoring

a. All employees working inside trenches or excavations shall ensure that the proper shoring and benching is performed to ensure the safety of all employees. At no time shall an employee enter an excavation which requires shoring which does not have shoring.

TRAINING

All employees working in excavations shall receive training on excavation trenching and shoring prior to working inside their first excavation or trench. In addition, the operation of equipment inside the excavation or trench shall necessitate appropriate training for the equipment being operated.

Many of the County's safety programs apply to excavations. Therefore employees will be required to attend safety training in those programs prior to entering excavations and trenches. This may include the use of ladders, personal protective equipment, fall protection, and the like.

Employees who conduct rescue operations will receive additional training in rescue operations to cover both excavations and confined spaces.

RECORDKEEPING

All records related to this program will be kept in accordance with the County's record retention policy and its Injury and Illness Prevention Program.

Attachment: 18 Excavation Trenching Shoring (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

DISCIPLINE

Employees who fail to comply with this policy may be subject to disciplinary action in accordance with union agreements and County policy.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	1541	https://www.dir.ca.gov/title8/1541.html

Attachment: 18 Excavation Trenching Shoring (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

ASBESTOS AWARENESS SAFETY PROGRAM

Attachment: 19 Asbestos Awareness (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PURPOSE

The purpose of this policy is to ensure that employees can work safely when performing duties and tasks that involve asbestos. By doing so we improve the quality of life in Mariposa County by protecting against potential asbestos fibers being released in the atmosphere.

POLICY

Employees shall not disturb remove transport or dispose of asbestos unless specifically trained to do so. All training must be approved by the County. All employees must ensure they are compliant with training requirements prior to working with asbestos.

Mariposa County will take steps to reduce the use of asbestos in its facilities. In addition, Mariposa County will take steps to abate or encapsulate asbestos to ensure asbestos fibers are not released into the atmosphere.

RESPONSIBILITIES

The Risk Manager has the responsibility to develop and implement an asbestos safety program to ensure employees are not unsafely exposed to asbestos. The Risk Manager will also ensure that training programs are available to employees working with asbestos. In addition, the risk manager has a responsibility to provide the tools and training to department heads to ensure their employees can work in accordance with this program.

Department heads have the responsibility of ensuring that employees work safely around asbestos, receive training, and have the proper tools and equipment to perform tasks. In addition, department heads will audit the asbestos management plan on an annual basis.

Employees have the responsibility to ensure they are working safely around asbestos and complying with the provisions of this program. In addition, employees shall attend safety training related to asbestos. Employees shall not disturb or otherwise work on asbestos without being trained and utilizing the proper tools and personal protective equipment.

DEFINITIONS

"Asbestos-containing material (ACM)" means any material containing more than one percent asbestos.

"Aggressive method" means removal or disturbance of building material by sanding, abrading, grinding or other method that breaks, crumbles, or disintegrates intact ACM.

"Amended water", means water to which surfactant (wetting agent) has been added to increase the ability of the liquid to penetrate ACM.

"Asbestos", includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these materials that have been chemically treated and/or altered. For purposes of this standard, "asbestos" includes PACM, as defined below.

"Building/facility owner" means the legal entity, including a lessee, which exercises control over management and recordkeeping functions relating to a building and/or facility in which activities covered by this standard take place.

"Competent person" means one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure and has the authority to take prompt corrective measures to eliminate them.

"Employee exposure" means that exposure to airborne asbestos that could occur if the employee were not using respiratory protective equipment.

"Fiber" means a particulate form of asbestos, 5 micrometers or longer, with a length-to- diameter ratio of at least 3 to 1.

"High-efficiency particulate air (HEPA) filter" means a filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter.

"PACM" means "presumed asbestos-containing material."

"Regulated area" means an area established by the employer to demarcate areas where asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos, exceed or there is a reasonable possibility they may exceed the permissible exposure limit.

"Friable" means that the material can be crumbled with hand pressure and is therefore likely to emit fibers.

PERMISSIBLE EXPOSURE LIMITS (PELS)

Time-weighted average limit (TWA).

The County shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of 0.1 fiber per cubic centimeter of air as an eight (8) hour time-weighted average (TWA), as determined by the method as described in Section 1529 Appendix A, or by an equivalent method.

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Excursion limit.

The County shall ensure that no employee is exposed to an airborne concentration of asbestos in excess of O.1 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of thirty (30) minutes, as determined by the method as described in Section 1529 Appendix A, or by an equivalent method. At this level of exposure, the medical and training requirements of the OSHA asbestos standard are applicable.

EXPOSURE ASSESSMENTS AND MONITORING

General Monitoring Criteria

In the areas identified by the County as potential exposure areas, monitoring is required to determine accurately the airborne concentrations of asbestos to which the employees may be exposed.

Initial Exposure Assessment

The County shall ensure that a "competent person" conducts an exposure assessment before or at the initiation of the operation to ascertain expected exposures during that operation or workplace. The assessment must be completed in time to comply with requirements which are triggered by exposure data or the lack of a "negative exposure assessment" and to provide information necessary to assure that all control systems planned are appropriate for that operation and will work properly.

The potential for an asbestos-containing product to release breathable fibers depends on its degree of friability. The fibrous fluffy sprayed-on materials used in fireproofing, insulation, or soundproofing are considered to be friable, and they readily release airborne fibers if disturbed. Materials such as vinyl-asbestos floor tile or roofing felt are considered non-friable if intact and generally do not emit airborne fibers unless subjected to sanding, sawing, and other aggressive operations. Asbestos-cement pipe or sheet can emit airborne fibers if the materials are cut or sawed, or if they are broken.

HEALTH HAZARD DATA

Asbestos can cause disabling respiratory disease and various types of cancers if the fibers are inhaled. Inhaling or ingesting fibers from contaminated clothing or skin can also result in these diseases. The symptoms of these diseases generally do not appear for 20 years or more after the initial exposure.

Exposure to asbestos has been shown to cause lung cancer, mesothelioma, and cancer of the stomach and colon. Mesothelioma is a rare cancer of the thin membrane lining of the chest and abdomen. Symptoms of mesothelioma include shortness of breath, pain in the walls of the chest, and/or abdominal pain.

Areas where asbestos is likely to be found include:

- Pipe insulation
- Ceiling tile

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- Floor tile
- Blown-in wall interior insulation
- Boiler and heater insulation
- Steam-line insulation
- Gaskets and sealing materials
- Water heater insulation
- Ventilation system insulation and ducting

The County will request that facility owners or operators provide information on locations of known asbestos and potential exposure levels at job sites. If available, this information shall be made available to employees.

RESPIRATORS AND PROTECTIVE CLOTHING

Respirators: You are required to wear a respirator when performing tasks that result in asbestos exposure that exceeds the permissible exposure limit and when performing certain designated operations. Air-purifying respirators equipped with high-efficiency particulate air (HEPA) filters can be used where airborne asbestos fiber concentrations do not exceed the limit; otherwise, more protective respirators such as air supplied, positive-pressure, full face-piece respirators must be used. Disposable respirators or dust masks are not permitted to be used for asbestos work. For effective protection, respirators must fit your face and head snugly. The County is required to conduct fit tests when you are first assigned a respirator and annually thereafter.

Respirators should not be loosened or removed in work situations where their use is required.

Protective Clothing: You are required to wear protective clothing in work areas where asbestos concentrations exceed the permissible exposure limit.

DISPOSAL PROCEDURES AND CLEAN-UP

Wastes that are generated by processes where asbestos is present include:

- Empty asbestos shipping containers
- Process wastes such as cuttings, trimmings, or rejected materials
- Housekeeping waste from wet-sweeping or HEPA-vacuuming
- Asbestos fireproofing or insulating material that is removed from buildings
- Asbestos-containing building products removed during building renovation or demolition
- Contaminated disposable protective clothing

Empty shipping bags can be flattened under exhaust hoods and packed into airtight containers for disposal. Empty shipping drums are difficult to clean and should be sealed.

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Vacuum bags or disposable paper filters should not be cleaned but should be sprayed with a fine water mist and placed into a labeled waste container.

Process waste and housekeeping waste should be wetted with water or a mixture of water and surfactant (wetting agent) prior to packaging in disposable containers.

Asbestos-containing material that is removed from the building must be disposed of in leak-tight 6-mil plastic bags, plastic-lined cardboard containers, or plastic-lined metal containers. These wastes, which are removed while wet, should be sealed in containers before they dry out to minimize the release of asbestos fibers during handling.

TRAINING

County employees working at facilities known to contain asbestos shall be trained in this policy as follows:

- Health effects of asbestos
- Relationship between smoking and asbestos
- Location and identification, including signs and labels used at the facility, of asbestos materials in the workplace
- Work procedures that may result in exposure to asbestos
- Precautions to prevent exposure to asbestos

MEDICAL SURVEILLANCE AND ACCESS TO MEDICAL RECORDS

As part of this safety program, you are automatically enrolled into the Medical Surveillance Program. You will receive a copy of your medical evaluations and reports at the time they are conducted. The medical surveillance program will remind you of your annual requirement for testing. In the event that you would like to request records related to this safety program and your testing, you may do so in accordance with the Access to Medical Records Policy. Please note that it is recommended that you keep copies for your records.

REPORTING

If an employee identifies a substance that may be asbestos, it shall be reported to the site Department Safety Representative (DSR) immediately. The DSR shall report it to the Risk Manager who will contact the facility owner or operator.

RECORDKEEPING

Each year, the County is required to inform you of the information contained in this standard and appendices for asbestos. In addition, the County must instruct you in the proper work practices for handling asbestos-containing materials, and the correct use of protective equipment.
The County is required to determine whether you are being exposed to asbestos. Exposure to thermal system insulation (TSI) and sprayed-on and troweled-on surfacing material as asbestos exposure, unless results of laboratory analysis show that the material does not contain asbestos. You or your representative has the right to observe employee measurements and to record the results obtained.
The County is required to inform you of your exposure, and, if you are exposed above the PEL, they are required to inform you of the actions that are being taken to reduce your exposure to within the permissible limit.

The County is required to keep records of your exposures and medical examinations. These exposure records must be kept for at least thirty (30) years; medical records must be kept for the period of your employment plus thirty (30) years.

The County is required to release your exposure and medical records to your physician or designated representative upon your written request.

DISCIPLINE

Employees failing to comply with this program or otherwise disturbing, disposing of, or tampering with asbestos may be subject to disciplinary action in accordance with County union agreements and County policy.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	1529 Asbestos	https://www.dir.ca.gov/title8/1529.html
Cal-OSHA	3204. Access to Employee Exposure and Medical Records.	https://www.dir.ca.gov/title8/3204.html

Attachment: 19 Asbestos Awareness (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

LEAD AWARENESS

PURPOSE

The purpose of this policy is to ensure the safety and health of employees working with substances known to contain or suspected to contain lead. The dangers of lead are well-known and are in line with those of asbestos. The County has taken steps to abate lead from its facilities and ensure a safe environment for its employees and its residents.

RESPONSIBILITY

The Risk Manager has the responsibility to develop and implement this program. In addition, the Risk Manager has the responsibility to develop training programs for delivery to department heads and department safety representatives. The Risk Manager will work with County owned and operated facilities to ensure efforts to abate lead and use non-lead-based products are being performed. Department heads have the responsibility to review this program with their employees and ensure that all tools and personal protective equipment are available to their employees when working with lead.

Employees have a responsibility to follow all provisions of this policy and ensure they attend safety training related to lead. In addition, employees shall not disturb any lead unless they've been properly trained and have the skill set to do so.

POLICY

Mariposa County employees are prohibited from disturbing, removing, transporting, or disposing of lead unless they have been properly trained.
The County shall ensure that it is using lead-free products whenever possible. In addition, they will take efforts to abate lead hazards throughout County owned and operated facilities.

SCOPE

This policy applies to any employee who wishes to disturb paint either by repainting, scraping, sanding, or otherwise removing paint from facilities. This policy also applies to all construction work where employees may be occupationally exposed to lead. Construction work is defined as work for construction, alteration, and/or repair, including painting and decorating. It includes but is not limited to the following:

Attachment: 20 Lead Awareness (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

a. Demolition or salvage of structures where lead or materials containing lead are present

b. Removal or encapsulation of materials containing lead

c. New construction, alteration, repair, and renovation of structures, substrates, or portions thereof, that contain lead or materials containing lead

d. Installation of products containing lead

e. Lead contamination/emergency cleanup

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are being performed

DEFINITIONS

"Action level" means employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air (30 mg/m^3) calculated as an 8-hour time-weighted average (TWA).

"Lead" means metallic lead, all inorganic lead compounds, and organic lead soaps. Excluded from this definition are all other organic lead compounds.

PERMISSIBLE EXPOSURE LIMITS

The County shall ensure that no employee is exposed to lead at concentrations greater than fifty micrograms per cubic meter of air (50 mg/m^3) averaged over an 8-hour period.

If an employee is exposed to lead for more than 8 hours in any workday, the employee's allowable exposure, as a time-weighted average (TWA) for that day, shall be reduced according to the following formula:

Allowable employee exposure (in mg/m^3) = 400 divided by hours worked in the day

RESPIRATORS

You are required to wear a respirator when performing tasks that result in lead exposure that exceeds the permissible exposure limit when performing certain designated operations. Air-purifying respirators equipped with high-efficiency particulate air (HEPA) filters can be used where airborne lead concentrations exceed limits. Otherwise, more protective respirators such as air-supplied, positive-pressure, and full-facepiece respirators must be used. Disposable respirators or dust masks are not permitted to be used for lead work. For effective protection, respirators must fit your face and head snugly. The County is required to conduct fit tests when you are first assigned a respirator, and annually thereafter.

Attachment: 20 Lead Awareness (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Respirators should not be loosened or removed in a work situation where their use is required.

PROTECTIVE CLOTHING

You are required to wear protective clothing in work areas where lead concentrations exceed the permissible exposure limit.

EXPOSURE ASSESSMENT

Protection of Employees During Assessment of Exposure

With respect to tasks where lead is present, until the Department performs an employee exposure assessment as required and documents that the employee performing any of the listed tasks is not exposed above the PEL, the Department shall treat the employee as if the employee were exposed above the PEL, and not in excess of ten (10) times the PEL, and shall implement employee protective measures.

The tasks covered by this requirement are:

Where lead-containing coatings or paint are present: manual demolition of structures (e.g., dry wall), manual scraping, manual sanding, heat gun applications, and power tool cleaning with dust collector systems.

Spray Painting With Lead Paint

Until the Department performs an employee exposure assessment as required and determines actual ·employee exposure, the Department shall provide to employees performing the tasks with interim protection as follows:

a. Appropriate respiratory protection
b. Appropriate personal protective clothing and equipment
c. Change areas
d. Hand washing facilities
e. Biological monitoring consisting of blood sampling and analysis for lead and zinc protoporphyrin levels
f. Training as required regarding Section 5194, Hazard Communication; training as required regarding the use of respirators; and training in accordance with Section 1510, Safety Instruction for Employees

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HEALTH HAZARD DATA

Ways in Which Lead Enters Your Body

When absorbed into your body in certain doses, lead is a toxic substance. The object of the lead standard is to prevent the absorption of harmful quantities of lead. The standard is intended to protect you not only from the immediate toxic effects of lead, but also from the serious toxic effects that may not become apparent until years of exposure have passed.

Lead can be absorbed into your body by inhalation (breathing). Lead (except for· certain organic lead compounds not covered by the standard, such as tetraethyl lead) is not absorbed through your skin. When lead is scattered in the air as a dust, fume, or mist, it can be inhaled and absorbed through your lungs and upper respiratory tract.

Lead can be absorbed through ingestion (eating). You can absorb lead through your digestive system if lead gets into your mouth and is swallowed. If you handle food, cigarettes, chewing tobacco, or make-up which have lead on them or handle them with hands contaminated with lead, this will contribute to ingestion. A significant portion of the lead that you inhale or ingest gets into your bloodstream. Once in your bloodstream, lead is circulated throughout your body and stored in various organs and body tissues. Some of this lead is quickly filtered out of your body and excreted, but some remains in the blood and other tissues. As exposure to lead continues, the amount stored in your body will increase if you are absorbing more than your body is excreting. Even though you may not be aware of any immediate symptoms of disease, this lead stored in your tissues can be slowly causing irreversible damage, first to individual cells, then to your organs and whole-body systems.

Effects of Overexposure to Lead

Short-term (acute) overexposure. Lead is a potent, systemic poison that serves no known useful function once absorbed by your body. Taken in large enough doses, lead can kill you in a matter of days. A condition affecting the brain called acute encephalopathy may arise which develops quickly into seizures, coma, and death from cardio-respiratory arrest. A short-term dose of lead can lead to acute encephalopathy. Short-term occupational exposures of this magnitude are highly unusual, but not impossible. Similar forms of encephalopathy may, however, arise from extended, chronic exposure to lower doses of lead. There is no sharp dividing line between rapidly developing acute effects of lead, and chronic effects which take longer to acquire. Lead adversely affects numerous body systems, and causes forms of health impairment and disease which arise after periods of exposure as short as days or as long as several years.

Long-term (chronic) overexposure. Chronic overexposure to lead may result in severe damage to your blood-forming, nervous, urinary, and reproductive systems. Some common symptoms of chronic exposure include loss of appetite, metallic taste in the mouth, anxiety, constipation, nausea, pallor, excessive tiredness, weakness, insomnia, headache, nervous irritability, muscle and joint pain or

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soreness, fine tremors, numbness, dizziness, hyperactivity, and colic. In lead colic, there may be severe abdominal pain. Damage to the central nervous system in general and the brain (encephalopathy) in particular is one of the most severe forms of lead poisoning. The most severe, often fatal, form of encephalopathy may be preceded by vomiting, a feeling of dullness progressing to drowsiness and stupor, poor memory, restlessness, tremor, and convulsions. It may arise suddenly with the onset of seizures, followed by coma, and death. There is a tendency for muscular weakness to develop at the same time. This weakness may progress to paralysis often observed as a characteristic "wrist drop" or "foot drop" and is a manifestation of a disease to the nervous system called peripheral neuropathy. Chronic overexposure to lead also results in kidney disease with few, if any, symptoms appearing until extensive and most likely permanent kidney damage has occurred. Routine laboratory tests reveal the presence of this kidney disease only after about two-thirds of kidney function is lost. When overt symptoms of urinary dysfunction arise, it is often too late to correct or prevent worsening conditions, and progression to kidney dialysis or death is possible. Chronic overexposure to lead impairs the reproductive system of both men and women.

Overexposure to lead may result in decreased sex drive, impotence, and sterility in men. Lead can alter the structure of sperm cells raising the risk of birth defects. There is evidence of miscarriage and stillbirth in women whose husbands were exposed to lead or who were exposed to lead themselves. Lead exposure also may result in decreased fertility and abnormal menstrual cycles in women. The course of pregnancy may be adversely affected by exposure to lead since lead crosses the placental barrier and poses risk to developing fetµses. Children born of parents either one of whom were exposed to excess lead levels are more likely to have birth defects, mental retardation, behavioral disorders, or die during the first year of childhood.

Overexposure to lead also disrupts the blood-forming system resulting in decreased hemoglobin (the substance in the blood that carries oxygen to the cells) and ultimately anemia. Anemia is characterized by weakness, pallor, and fatigability as a result of decreased oxygen-carrying capacity in the blood.

Health Protection Goals of the Standard

Prevention of adverse health effects for most workers from exposure to lead throughout a working lifetime requires that a worker's blood lead level (BLL) be maintained at or below forty micrograms per deciliter of whole blood (40 mg/dl). The blood lead levels of workers (both male and female workers) who intend to have children should be maintained below 30 mg/dl to minimize adverse reproductive health effects to the parent and to the developing fetus. The measurement of your blood lead level (BLL) is the most useful indicator of the amount of lead being absorbed by your body. Blood lead levels are most often reported in units of micrograms (mg) of lead.

BLL measurements show the amount of lead circulating in your bloodstream, but do not give any information about the amount of lead stored in your various tissues. BLL measurements merely show the current absorption of lead, not the effect that lead is having on your body or the effects that past lead exposure may have already caused.

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Once your blood lead level climbs to about 40 mg/dl, your risk of disease increases. There is a wide variability of individual responses to lead, thus it is difficult to say that a particular BLL in a given person will cause a particular effect. Your BLL is a crucial indicator of the risks to your health, but one other factor is also extremely important.

This factor is the length of time you have had elevated BLL's. The longer you have elevated BLL, the greater the risk that large quantities of lead are being gradually stored in your organs and tissues (body burden). The greater your overall body burden, the greater the chances of substantial permanent damage. The best way to prevent all forms of lead-related impairments and diseases, both short-term and long-term, is to maintain your BLL below 40 mg/dl. The provisions of the standard are designed with this end in mind.

The County has the prime responsibility to assure that the provisions of the standard are complied with by the County and the individual workers. You, as a worker, however, also have a responsibility to assist the County in complying with the standard. You can play a key role in protecting your own health by learning about the lead hazards and their control, learning what the standard requires, following the standard where it governs your own actions, and seeing that the County complies with provisions governing their actions.

Reporting signs and symptoms of health problems. You should immediately notify your supervisor if you develop signs or symptoms associated with lead poisoning or if you desire medical advice concerning the effects of current or past exposure to lead or your ability to have a healthy child. You should also notify your supervisor if you have difficulty breathing during a respirator fit test or while wearing a respirator. In each of these cases, the County must make available to you appropriate medical examinations or consultations. These must be provided at no cost to you and at a reasonable time and place. The standard contains a procedure whereby you can obtain a second opinion by a physician of your choice if the County selected the initial physician.

Areas where lead is likely to be found.

a. Old water pipes
b. Old paint, house or industrial
c. Used to be found in gasoline
d. May naturally occur in some soils
e. Drinking water (some contamination from pipes)

REPORTING

If an employee identifies a substance that may be lead, they shall report it immediately to the County Risk Manager. The County Risk Manager shall report it to the facility owner or operator and the Health Department.

Attachment: 20 Lead Awareness (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

TRAINING

Mariposa County employees shall be trained in this policy and the following:

a. Health effects of lead

b. Where lead is found in the workplace

c. Work procedures that may result in exposure to lead

d. Precautions to prevent lead exposure.

MEDICAL SURVEILLANCE AND ACCESS TO MEDICAL RECORDS

As part of this safety program, you are automatically enrolled into the Medical Surveillance Program. You will receive a copy of your medical evaluations and reports at the time they are conducted. The Medical Surveillance Program will remind you of your annual requirement for testing. In the event that you would like to request records related to this safety program and your testing, you may do so in accordance with the Access to Medical Records Policy. Please note that it is recommended that you keep copies for your records.

RECORDKEEPING

The County will retain written information regarding medical evaluations and this safety program. This information will facilitate employee involvement in this safety program, assist the County in auditing the adequacy of the program, and provide a record for compliance determinations by OSHA. All training, audits, and other records prepared in association with this safety program shall be managed in accordance with the County's IIPP and Record Retention Policy requirements.

DISCIPLINE

Employees failing to comply with this program or otherwise disturbing, disposing of, or tampering with lead may be subject to disciplinary action in accordance with County union agreements and County policy.

Attachment: 20 Lead Awareness (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	5198	https://www.dir.ca.gov/title8/5198.html
Cal-OSHA	3204. Access to Employee Exposure and Medical Records.	https://www.dir.ca.gov/title8/3204.html

Attachment: 20 Lead Awareness (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

LOCKOUT/TAGOUT/BLOCKOUT PROGRAM

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Adopted 6/20/17 with Res. 2017-405
Amended ____/23 with Res. 2023-_____

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PURPOSE

The purpose of this policy is to protect Employees from the possibility of injury or death as a result of the unexpected startup of a machine or other piece of equipment. The procedures identified in this plan establish the minimum requirements for the lockout of energy whenever maintenance or servicing is performed on machines or equipment. The procedures shall be used to ensure machines or equipment are stopped, isolated from all potentially hazardous energy sources, and locked out, tagged out, or blocked out before employees perform any servicing or maintenance where the unexpected energization or start-up of the machine(s) or equipment or release of stored energy could cause injury.

OBJECTIVE

This policy establishes Mariposa County's procedure to lockout, tagout, blockout, or otherwise de-energize machinery or equipment during times of repair, maintenance, or adjustment. The program provides standards for employee training, basic procedures to ensure safe work practices, and guidelines to be used by County departments in preparing individualized programs, if necessary.

This program identifies documentation, communication, and training necessary to ensure the health and safety of County employees. This procedure sets forth minimum standards for all County departments. Individual departments may implement more stringent standards. Copies of departmental prepared programs are to be provided to the County Risk Manager.

COMPLIANCE

All Employees are required to comply with the restrictions and limitations imposed upon them during the use of lockout, tagout, or blockout procedures. Authorized Employees are required to perform the lockout in accordance with the procedures identified in this plan. All Employees, upon observing machine(s) or equipment which are locked out for the performance of servicing or maintenance, shall not attempt to start, energize, or use the machine(s) or equipment. Under no circumstance should you attempt to perform maintenance or servicing of any equipment identified in this plan unless you have previously received training on the procedures identified below and the use of the specific equipment.

Employees who fail to implement this policy when performing the work outlined in this policy will be subject to disciplinary action in accordance with union agreements and County policy.

RESPONSIBILITIES

The County Risk Manager has the overall responsibility for the development and implementation of this policy. The Risk Manager shall work with department heads to ensure compliance with this program. The County Risk Manager shall conduct periodic inspections of the energy control program, at least annually to ensure that the procedures and requirements of the standard are being followed.

Department heads or their designees are responsible for administration and implementation of this program. Program elements include:

Attachment: 21 Lockout Tagout (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

- Procedures
- Identification of hazards
- Employee training
- Lock/Tag/Block assignment

Supervisors are directly responsible for program maintenance, which includes:

- Working with Employees to develop a list of equipment and tasks that require lockout procedures and to make sure that each piece of equipment is permanently labeled with a message such as, "Lockout and Tag required when working on this equipment."
- Working with Employees to locate and identify all switches, valves, or other energy isolating devices that need to be locked out, tagged, and blocked. More than one energy source (electrical, mechanical, or others) may be involved.
- Ensuring that all employees that are required to operate, clean, service, adjust, or repair machinery or equipment are trained in the use of locks, tags and blocks.
- Specifically instructing each employee to block out, de-energize, lockout, and tag any equipment, machine, source of energy, or system during the course of repair, maintenance, cleaning, service, or adjustment.
- Ensuring that locks, tags, and appropriate blocking devices are readily available and identifiable as belonging to a specific employee.
- Ensuring that all procedures are followed.
- Issuing locks, keys, and blocks to employees and maintaining records that identify such equipment as assigned to specific individuals.
- Maintaining documentation of all employee training.
- Providing employees with written authorization, when no alternatives are available, to work on unlocked or energized equipment.

Employees are responsible to make sure that the procedures are followed.

DEFINITIONS

In order to fully understand the policy set forth, it is imperative that all Employees become familiar with the following definitions:

Affected Employee. For the purpose of this section, an Employee whose job requires them to operate or use a machine or equipment on which cleaning, repairing, servicing, setting up, or adjusting operations are being performed under lockout or tagout, or whose job requires the Employee to work in an area in which such activities are being performed under lockout or tagout.

Authorized Employee or Person. For the purposes of this section, a qualified person who locks out or tags out specific machines or equipment in order to perform cleaning, repairing, servicing, setting up,

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and adjusting operations on that machine or equipment. An Affected Employee becomes an Authorized Employee when that Employee's duties including performing cleaning, repairing, servicing, setting up, and adjusting operations covered under this section.

Locked out. The use of devices, positive methods, and procedures which will result in the effective isolation or securing of prime movers, machinery, and equipment from mechanical, hydraulic, pneumatic, chemical, electrical, thermal, or other hazardous energy sources.

Normal Production Operations. The utilization of a machine or equipment to perform its intended production function.

Prime Mover. The source of mechanical power for a machine.

Participant. Any other person(s) engaged in the repair, adjustment, testing, or setting up operation in addition to the qualified operator or craftsman having control of the machine operating station.

SERVICE PROVIDERS AND CONTRACTORS

Service Providers and/or Contractors who are required to perform work on County equipment shall implement and follow their procedures, which shall be compliant with California Title 8, Sections 3314 et. al., as the primary procedures and the County's lockout program as secondary procedures. All Service Providers and/or Contractors must provide documentation to the County's Risk Manager of training and procedures which must be approved by the County. Prior to work being performed, the Risk Manager shall provide the necessary program information to approved Service Providers and/or Contractors in accordance with the above Title 8 regulations.

REVIEW OF PROCEDURES

To ensure that lockout procedures are relevant and provide the necessary safe guards, the Risk Manager will conduct an annual review of all lockout procedures. The purpose of this review will be to determine if any changes, modifications, updates, or revisions are necessary to continue the safe maintenance, repair, and servicing of County equipment and machinery. After initial reviews are conducted, the Risk Manager will conduct a review with Affected Employees. Reviews will be recorded in Appendix C.

REQUEST FOR CHANGES TO LOCKOUT PROCEDURES

There may be occasions in which you feel that the lockout procedures do not adequately protect you from unexpected start up or that the procedure is no longer relevant to the equipment/machinery on which you work. Examples of this may be that the machine has been modified from a corded plug to a hard wired energy source. In events such as these, lockout procedures should be reviewed by the Risk Manager. If you feel that changes should be considered, you should notify your Department Head in

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person prior to beginning any work on the specified piece of equipment. Upon notification of the Department Head, a Request for Evaluation of Lockout Procedures (Appendix B) should be completed.

Locksets

Each Authorized Employee will be issued a unique set of locks to be utilized in conjunction with this program. Each lock will be issued with a unique key that will unlock the lockset. This lock key and lockset will be assigned to you. Under no circumstance should you lend or loan your lockset to another Employee. You key is unique to you and will ensure that your fellow co-workers cannot remove your lockset from an energy control source. You should never lend or loan your key to any other Employee.

Missing Keys or Locksets

In the event that you have lost or misplaced your lockset's key, you shall immediately notify your Department Head. At that time, you will turn in your lockset for disposal or rekeying by the County locksmith.

Transfer of Locksets

To ensure the safety of you and your fellow co-workers, the transfer of locksets between Employees is strictly forbidden.

SECTION I – ENERGY CONTROL PROCEDURES

Energy control procedures consist of:

- Lockout/Tagout/Blockout
- Periodic Inspections
- Employee Training

Lockout/Tagout/Blockout

If an energy-isolating device is not capable of being locked out, a tagout system shall be implemented.

If an energy-isolating device is capable of being locked out, then the following procedures will apply prior to any maintenance or servicing:

- Each Employee working on equipment places his/her **own** lock and tag on the lockout mechanism and maintains the key in a visible position on their person. (This can be on a belt loop, key ring, or other visible location but not in an area which would interfere with job safety).
- The Risk Manager will keep a master key to open any lock.
- Each Employee is responsible for removing his/her lock upon completion of their assigned function.
- If equipment operations continue across shifts, then the equipment lockout remains in place. Others working on equipment continue placing their lock in addition to the locks present.

Employee Training

Attachment: 21 Lockout Tagout (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Each Employee authorized to work on equipment for set-up, maintenance, installation, or other reason shall receive training on lockout and tagout (energy control) procedures prior to performing any work outlined by these procedures. All Employees shall be instructed in the safety significance of the lockout procedures. Each new or transferred Affected Employee shall be instructed in the purpose and use of the lockout procedure. Training will consist of the following:

- Purpose and use of energy control procedures
- Review of County energy control procedures
- Recognition of applicable hazardous energy sources
- Identification of types and magnitude of energy sources in the workplace
- Methods and means of energy isolation and control
- Limitations of tagout
- Emergency information

All training will be documented in accordance with the County's IIPP and record retention policies.

SECTION II – LOCKOUT/TAGOUT PROCEDURES

1. This program utilizes the concept of Zero Mechanical/Energy State (ZMES), which requires a source of energy, whether mechanical, electrical, active, or stored, to be blocked out, de-energized, or otherwise shut down. ZMES is to be established on all equipment and machinery, work processes, or operating systems that require maintenance, repair, adjustment, or servicing.

2. The procedures outlined in this program apply to all moveable, electrically energized, or pressurized equipment and systems during installation, repair, maintenance, servicing, cleaning, or adjustment. They do not apply to routine operational adjustments or set-up procedures such as adjusting work in a lathe, drill press, etc., as long as the machine operator retains personal control over the machine or equipment.

3. When maintenance is required to "troubleshoot" equipment or systems while under ZMES, locked out and tagged, the maintenance supervisor or responsible designee shall indicate "Troubleshooting" on the tag. Locks may then be removed and test instruments used.

4. When equipment is being balanced in place, a lock is not required. However, a "DANGER - DO NOT OPERATE" tag must be completed and placed on the starter before work begins and must remain on the starter during the balancing operation.

5. During the repair of steam traps, a completed, "DANGER - DO NOT OPERATE" tag may be signed by the maintenance employee and used in place of a safety lock and device.

6. Special procedures developed by installation engineers for securing new equipment during installation must meet the procedure's minimal requirements. Procedures developed for this

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purpose shall become a permanent addendum to the program after approval by department management.

7. In the event that it is not practical to lock out a piece of equipment, process, or system, removal of power cords or fuses, disconnection of pressurized cylinders, or use of blocks to prevent movement may be used. Such alternative methods must be approved by the department head or designee before adoption and listed in this program as an addendum. Management personnel are the only individuals authorized to permit work on energized machinery or equipment. All such authorization shall be written.

8. Where several employees are involved with working on a single piece of equipment, the maintenance supervisor will designate a single individual responsible for the initial shut down, tagging out, and assuring ZMES of equipment. The safety lock and device of this designated individual will be the first applied and the last removed.

9. The maintenance supervisor shall verify that such designated individual is aware of the motor control center, all switches, valves, and devices that need to be in a ZMES, locked and tagged.

10. The designated individual will verify ZMES by trying to restart the equipment and checking its interlocks after it has been locked out.

SHUTTING DOWN AND STARTING UP

The identified procedures for the application of energy control shall include the following elements and actions to be done in the following sequence:

1. **Preparation for shutdown.** Before lockout commences, job authorization should be obtained.

   Before an Authorized Employee shuts down equipment, the Authorized Employee shall have knowledge of the type and magnitude of the energy, the hazards of the energy to be controlled, and the methods or means to control the energy [there may be more than one energy source (electrical, mechanical, or others) involved]. Any questionable identification of sources shall be cleared by the Employees with their supervisors.

2. **Notification of Affected Employees.** The Authorized Employee will notify the site administrator and other "affected" Employees of the intention to lockout and identify the equipment to be locked and/or tagged.

3. **Donning of Personal Protective Equipment.** Each Authorized Employee who will perform servicing, repair, or maintenance of equipment will don the appropriate personal protective equipment.

4. **Machine or equipment isolation.** All energy isolating devices which are needed to control the energy to the machine or equipment shall be physically located and operated in such a manner as to isolate the machine or equipment from the energy source.

5 **Machine or equipment shutdown.** Operate the switch, valve, or other energy isolating device(s) so that the energy source(s) (electrical, mechanical, hydraulic, other) is disconnected or isolated from

Attachment: 21 Lockout Tagout (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

the equipment. Stored energy, such as that in capacitors, springs, elevated machines, Employees, rotating fly wheels, hydraulic systems, and air, gas, steam, or water pressure must also be dissipated or restrained by methods such as grounding, repositioning, blocking, and bleeding down.

6. **Lockout or tagout device application.** Lockout and/or tagout devices shall be applied only by Authorized Employees. Each Authorized Employee working on the device shall apply their own individual lock, where applicable. Lockout devices, where used, shall be applied in a manner which holds the energy isolating device in a "safe" or "off" position. Tagout devices, where used solely, shall be applied in a manner which clearly indicates that the operation or movement of energy isolating devices from the "safe" or "off" position is prohibited. All tagout devices shall include the Authorized Employee's contact information if the lockout is expected to remain in place for an extended length of time.

7. **Stored energy.** Following the application of energy control devices to energy isolating devices, all potentially hazardous stored or residual energy shall be relieved, disconnected, restrained, or otherwise rendered safe.

8. **Verification of isolation.** The Authorized Employee shall verify that isolation and de-energization of the intended equipment has been accomplished prior to commencing any work on the equipment.

SECTION III – RELEASE FROM LOCKOUT OR TAGOUT

Before lockout or tagout devices are removed and energy restored to the isolated machinery or equipment, the following procedures shall be followed:

1. The Authorized Employee shall inspect the authorized work to ensure that nonessential items have been removed and that the machine or equipment is operationally intact, assembled properly, and is safe to operate for its intended use.

2. Check the work area to ensure all Employees have been safely positioned or removed.

3. Each lockout and/or tagout device shall be removed from each energy isolating device only by the Employee who applied the device.

4. Affected Employees shall be notified that the lockout or tagout device(s) have been removed before the machine or equipment is to be started.

5. Start equipment.

SECTION IV – ADDITIONAL REQUIREMENTS

Special Applications

On occasion, a new and/or special application may arise and not be covered in procedures by this policy. If this occurs, the Risk Manager will determine the safest method for performing the task and facilitating lockout/tagout.

Attachment: 21 Lockout Tagout (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Testing or Positioning of Machines or Equipment

If energy control devices must be temporarily removed for testing or positioning of the machinery or equipment, the following shall apply:

1. Clear the machine or equipment of tools and materials
2. Remove Employees from the machine or equipment area
3. Remove lockout or tagout devices as specified in Section III of this plan
4. Energize and proceed with the testing or positioning
5. De-energize all systems and reapply energy control measures in accordance with the provisions of this plan
6. Continue maintenance or servicing as scheduled

Shift or Personnel Changes

The Risk Manager shall be responsible for ensuring the continuity of protection and an orderly transfer of energy control devices between off-going and incoming Employees.

Procedure Involving More Than One Employee

In the preceding steps, if more than one individual is required to lock out equipment, each shall place his/her own personal lock on the energy isolating device(s). One designated individual of a work crew or a supervisor, with the knowledge of the crew, may lock out equipment for the whole crew. In such cases, it may be the responsibility of the individual to carry out all steps of the lockout procedure and inform the crew when it is safe to work on the equipment. Additionally, the designated individual shall not remove a crew lock until it has been verified that all individuals are clear.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	3314	https://www.dir.ca.gov/title8/3314.html
Cal-OSHA	2940.13	https://www.dir.ca.gov/title8/2940_13.html

Attachment: 21 Lockout Tagout (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Procedure for Breakers, Generators, All HVAC Units, Garbage Disposals, Hand Dryers, Electric Roll Up Doors

PROCEDURE NUMBER: 001

DATE: _____COMPLETED BY: _____

PROCEDURE FOR CONTROLLING HAZARDOUS ENERGY

1. Be familiar with the sources of hazardous energy for the machine or equipment that will be serviced.

SOURCES OF HAZARDOUS ENERGY

_X_ Electrical ___ Engine ___ Spring ___ Counter Weight ___ Flywheel ___ Hydraulic

___ Pneumatic ___ Chemical ___ Thermal ___ Other _____

2. Notify Affected Employees that the machine is about to be shut down and locked out.

3. Isolate all energy sources listed above by identifying the breaker that needs to be locked out. Turn off the breaker.

4. Apply the breaker locks to all isolation devices operated in step three.

Specific Instructions:

5. Block or dissipate all stored energy in rams, flywheels, springs, pneumatic, or hydraulic systems, etc.

6. Verify that the machine is locked out by testing the machine operating controls.

RETURN ALL CONTROLS TO THE "NEUTRAL" OR "OFF" POSITION AFTER TESTING.

OTHER COMMENTS

Some HVAC units use pull out fuse block disconnects. In this case, the technician will pull the fuse block and lock the cover on the disconnect box.

Attachment: 21 Lockout Tagout (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Procedure For Water Valves

PROCEDURE NUMBER: 007

DATE: xxxx **COMPLETED BY:** xxxxx

PROCEDURE FOR CONTROLLING HAZARDOUS ENERGY

1. Be familiar with the sources of hazardous energy for the machine or equipment that will be serviced.

SOURCES OF HAZARDOUS ENERGY

___ Electrical ___ Engine ___ Spring ___ Counter Weight ___ Flywheel ___ Hydraulic

___ Pneumatic ___ Chemical ___ Thermal ___ Other __water_____

2. Notify Affected Employees that the machine is about to be shut down and locked out.

3. Isolate all energy sources listed above. Above ground valves and valves located in vaults need to be shut off.

4. Lock the valve with a chain on the shut off wheels. A lockout tag should be installed on the chain identifying the technician's contact information.

5. Block or dissipate all stored energy in rams, flywheels, springs, pneumatic, or hydraulic systems, etc.

6. Verify that the machine is locked out by testing the machine operating controls.

RETURN ALL CONTROLS TO THE "NEUTRAL" OR "OFF" POSITION AFTER TESTING.

Attachment: 21 Lockout Tagout (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Procedure For Gas Valves

PROCEDURE NUMBER: 008

DATE: xxxx **COMPLETED BY:** xxxx

PROCEDURE FOR CONTROLLING HAZARDOUS ENERGY

1. Be familiar with the sources of hazardous energy for the machine or equipment that will be serviced.

SOURCES OF HAZARDOUS ENERGY

___ Electrical ___ Engine ___ Spring ___ Counter Weight ___ Flywheel ___ Hydraulic

___ Pneumatic ___ Chemical ___ Thermal __X_ Other ____Gas_____

2. Notify Affected Employees that the machine is about to be shut down and locked out.

3. Isolate all energy sources listed above by shutting off the appropriate valve.

4. Apply the appropriate locks to all isolation devices operated in step four.

5. Block or dissipate all stored energy in rams, flywheels, springs, pneumatic, or hydraulic systems, etc.

6. Verify that the machine is locked out by testing the machine operating controls.

RETURN ALL CONTROLS TO THE "NEUTRAL" OR "OFF" POSITION AFTER TESTING.

Attachment: 21 Lockout Tagout (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Procedure For Manual Roll Up Doors

PROCEDURE NUMBER: 010

DATE: xxxx **COMPLETED BY:** xxxx

PROCEDURE FOR CONTROLLING HAZARDOUS ENERGY

1. Be familiar with the sources of hazardous energy for the machine or equipment that will be serviced.

SOURCES OF HAZARDOUS ENERGY

___ Electrical ___ Engine ___ Spring ___ Counter Weight ___ Flywheel _X_ Hydraulic
___ Pneumatic ___ Chemical ___ Thermal ___ Other _____

2. Notify Affected Employees that the machine is about to be shut down and locked out.

3. Isolate all energy sources listed above.

4. Apply the appropriate locks to all isolation devices operated in step four.

5. Block or dissipate all stored energy in rams, flywheels, springs, pneumatic, or hydraulic systems, etc. While working on manual doors, they should be blocked at the door track by placing a block to stop the door from lowering. The pulley tension assembly should never be worked on with the door in the down position. These have a tension load when they are in the down position.

6. Verify that the machine is locked out by testing the machine operating controls.

RETURN ALL CONTROLS TO THE "NEUTRAL" OR "OFF" POSITION AFTER TESTING.

Attachment: 21 Lockout Tagout (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Request for Evaluation of Lockout Procedures

Employee Name:_____ Date:_____

Site:_____

Machine Name:_____

Procedure to be evaluated:_____

_____

Reason for request to evaluate:_____

_____

Employee Name:_____ Date:_____

Reviewed by:_____

Risk Manager Signature:_____Date:_____

Attachment: 21 Lockout Tagout (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Periodic Inspections

The County shall certify that the periodic inspections have been performed. The certification shall identify the machine or equipment on which the hazardous energy control procedure was being utilized, the date of the inspection, the Employees included in the inspection, and the person performing the inspection.

Date of Review	Machine	Employees Present	Inspector	Other Notes

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CONFINED SPACE PROGRAM

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1.0 SCOPE

The following policy describes safe operating practices for entering, working, and exiting confined spaces. Confined spaces may include silos, vats, bins, sewers, pipelines, tanks, boiler compartments, HVAC ducts, vaults, and pits, which may lack oxygen (below 19.5%) or have dangerous air contamination and be of such configuration that it would be difficult to remove a suddenly disabled person and or enter and exit the space.

1.1 Contractors

Mariposa County is not responsible for the employees of contractors who may enter confined spaces. Contractors are responsible to ensure that they have their own confined space entry program and that it complies with all state and federal regulations. Contractors who do not have their own written policy and must enter a confined space shall be required to follow the County's policy at a minimum. All contractors that enter confined spaces shall submit copies of confined space entry permits to Public Works and the Risk Management/Human Resource Office as outlined in this policy.

1.2 Employees

Currently, Mariposa County does not allow its employees to enter permit-required confined spaces. Employees entering non-permit confined spaces shall follow this policy as applicable.

2.0 POLICY

All employees and contractors who enter confined spaces shall use the appropriate hazard abatement, personal protective equipment, and rescue equipment necessary to safely enter and exit from spaces considered confined in nature.

2.1 Purpose

The purpose of this policy is to ensure employees can safely enter and exit from spaces which have limited entry and contain hazards within them.

2.2 Definitions

For the purpose of this policy, individuals working in confined spaces refers to employees and contractors who, in the course of their work, are exposed to dangerous air contamination and/or oxygen deficiency in such spaces as silos, tanks, vats, vessels, boilers, compartments, HVAC ducts, sewers, pipelines, vaults, bins, tubes, and pits.

1. A confined space is defined by the concurrent existence of the following three conditions:

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

a. Is large enough and configured so that an employee can bodily enter and perform work
b. Ready access or egress for the removal of a suddenly disabled employee is difficult because of the location and/or size of the opening(s)
c. Is not designed for continuous occupancy

2. A permit-required confined space is defined by the existence of one or more than one of the following conditions:

a. Contains or has the potential to contain a hazardous atmosphere
b. Contains material that has the potential for engulfing an entrant
c. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section
d. Contains any other recognized serious safety or health hazard

2.3 Pre-entry Requirements

The following requirements must be completed before an authorized employee or contractor enters into the confined space:

1. Prior to working in a confined space, the job supervisor shall be contacted.

2. Lines which convey flammable, injurious, or incapacitating substances into the space shall be disconnected, blinded, or blocked off by other positive means to prevent the development of dangerous air contamination. NOTE: This does not require blocking of all laterals to sewers or storm drains.

3. The space shall be emptied, flushed, or otherwise purged of flammable, injurious, or incapacitating substances to the extent feasible.

4. There must be adequate atmospheric testing performed by a trained employee to identify and minimize any potential hazards.

5. To the fullest extent feasible, provide a safe entrance and exit. A written record of such testing results shall be made and kept at the work site for the duration of the work.

6. The air within the confined space shall be tested frequently to determine levels of contamination or oxygen deficiency.

7. If the results are at all abnormal, then the confined space must be purged with clean air for a minimum of ten minutes. Positive flow ventilation must be continued throughout the work procedure.

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8. If tests show no danger is present, entry and work may proceed provided the air within the space is tested frequently.

The following requirements must be completed before entry into a permit-required confined space:

1. Notify the Risk Management and Public Works to obtain a permit to enter the space.

2. Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed.

3. When the cover is removed, the opening shall be guarded by a rail or another barrier to prevent accidental falls and foreign objects from entering the space.

4. Before entrance, the internal atmosphere shall be tested with a calibrated direct-reading instrument for the following, in this order: oxygen content; flammable gases and vapors; and potential toxic air contaminants.

5. There may be no hazardous atmosphere within the space whenever there is an employee in the space.

2.4 Post-Test Requirements

If air testing indicates a hazard exists and supplemental purging or ventilation does not alleviate the hazard, the following additional conditions apply:

1. No ignition source shall be introduced.

2. If possible, use side openings rather than the top opening for entry. Side openings are those within 3.5 feet of the bottom.

3. Appropriate/approved respiratory protection shall be provided and used by all entry employees.

4. An appropriate/approved safety belt with an attached line shall be used by all entry employees. The free end of the line shall be secured outside the entry opening. The line shall be at least 1/2-inch diameter and 2,000 lbs. test. NOTE: Except where it can be shown that a safety belt and attached line would further endanger the life of the employee.

5. At least one employee shall stand by on the outside of the space keeping in constant visual and/or audio contact with the employee within the confined space and be ready to offer assistance in case of an emergency. Appropriate/approved respiratory equipment shall be available to the standby employee for immediate use.

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6. At least one employee shall be within sight of the standby employee. Entry into the confined space by the standby employee for emergency rescue is permitted only after notification of an outside employee of the emergency condition and planned action.

7. Protective clothing or devices shall be provided and used as required.

8. At least one employee trained in First Aid and Cardiopulmonary Resuscitation (CPR) shall be immediately available whenever the respiratory protection equipment is required.

9. Only approved electrical equipment and lighting shall be used in flammable or explosive atmospheres. Air-powered equipment shall be used whenever possible.

2.5 Communication Requirements

When entry requires respiratory protection or loss of sight (or low visibility) contact between employees, an effective means of communication between standby and entry employees shall be provided and used. All affected employees shall be trained and proficient in the use of the communication system and the system shall be tested prior to each use.

2.6 Operating Procedures and Employee Training

Individuals working in confined spaces shall receive written and understandable operating and rescue procedures. Operating procedures shall conform to the applicable CAL/OSHA requirements (CCR Title 8 Sections 5156-5158, Confined Spaces) and shall include provisions for the surveillance of the surrounding area to avoid hazards such as drifting vapors from tanks, piping, and sewers.

2.7 Further Information

To obtain further information, contact the Public Works Office or Risk Management Office.

3.0 DEFINITIONS

3.1 Confined Space

A space defined by the concurrent existence of the following conditions:

1. Is large enough for work, but not designated for continuous occupancy
2. Existing ventilation is insufficient to remove dangerous air contamination and/or oxygen deficiency which may exist or develop
3. Ready access or egress for the removal of a suddenly disabled employee is difficult due to the location and/or size of the opening(s)
4. Confined spaces may include, but are not limited to, storage tanks, vessels, pits, degreasers, boilers, ducts, sewers, tunnels, vaults, and aircraft fuel cells.

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3.2 Confined Space Attendant (CSA)

An individual assigned to monitor activities of personnel working in a confined space. The CSA monitors and provides external assistance to those inside the confined space. The CSA can terminate any confined space entry, summon rescue personnel in the event of an emergency, and assist the rescue team performing a non-entry rescue.

3.3 Confined Space Authorized Entrant (CSAE)

An individual who is authorized by the employer to enter a permit-required confined space.

3.4 Confined Space Supervisor (CSS)

An individual authorized by the employer to be responsible for determining if acceptable entry conditions are present at the permit space, for authorizing and canceling the entry permit, and overseeing the entry operations. CSS may also serve as a CSA or CSAE if so trained in these roles and responsibilities.

3.5 Entry

The action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

3.6 Entry Permit

The written or printed document that is provided by the employer to allow and control entry into a permit space and that contains the conditions of entry, the reason for entry, anticipated hazards, personnel involved, and the length of time for which the permit is valid.

3.7 Ceiling Level

Maximum airborne concentration of a toxic agent to which an employee may be exposed for a specified period of time.

3.8 Dangerous Air Contamination

1. An atmosphere presenting a threat of causing death, injury, acute illness, or disablement due to the presence of flammable and/or explosive, toxic, or otherwise injurious or incapacitating substances.

2. Dangerous air contamination due to the flammability of a gas or vapor is defined as an atmosphere containing the gas or vapor at a concentration greater than 20 percent of its lower explosive (lower flammable) limit.

3. Dangerous air contamination due to a combustible particulate is defined as a concentration greater than 20 percent of the minimum explosive concentration of the particulate.

4. Dangerous air contamination due to the toxicity of a substance is defined as the atmospheric concentration immediately hazardous to life or health.

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3.9 Hazardous Atmosphere

An atmosphere that may expose employees to the risk of death, incapacitation, impairment of the ability to self-rescue (unaided escape from a permit space), injury, or acute illness from one or more of the following:

1. Flammable gas, vapor, or mist in excess of 10% of its Lower Flammable Limit (LFL)

2. Airborne combustible dust at a concentration that meets or exceeds its LFL. This may be approximated as a condition in which the dust obscures vision at a distance of 5 feet or less

3. Atmospheric oxygen concentration below 19.5% or above 23.5%

4. Any other condition that is immediately dangerous to life or health

3.10 Oxygen Deficiency

An atmosphere containing oxygen at a concentration of less than nineteen and one-half percent (19.5%) by volume.

3.11 Lower Explosive Limit

The minimum concentration of a gas or vapor which will ignite if sufficient ignition energy is present.

3.12 Minimum Explosive Concentration

The minimum concentration of particulate (dust) suspended in air which can sustain an explosion.

3.13 Permissible Exposure Level (PEL)

The maximum 8-hour time-weighted average of any airborne contaminant to which an employee can be exposed. PEL's are established by the Occupational Safety and Health Administration (OSHA).

3.14 Qualified Person

A person designated by the employer, in writing, as capable by education or specialized training to recognize and evaluate employee exposure to hazardous substances or other unsafe conditions in a confined space.

4.0 RESPONSIBILITIES

4.1 Supervisors

Supervisors are responsible for:

1. Ensuring that the Risk Management Office and Public Works Office is notified of all confined space operations in their area.
2. Ensuring only trained personnel participate in confined space operations.
3. Providing and maintaining the equipment required to work, ventilate, and if required, monitor confined spaces.

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4. Ensuring that required safety procedures including inspections and testing of the confined space are conducted throughout the confined space operation by qualified personnel.
5. Ensuring that all employees in the area are aware of confined space operations, and measures are taken to prevent inadvertent or unplanned entries.
6. Ensuring that all employees are aware of emergency procedures.

4.2 Risk Management and Public Works Office

The Risk Management Office and Public Works Office is responsible for:

1. Providing overall administration of the confined space program.
2. Establishing and updating requirements for conducting confined space operations.
3. Maintenance and review of records of confined space entry operations.

4.3 Employees

All employees are responsible to conduct their work activities in accordance with established California Occupational Safety and Health Administration policies and Departmental policies and procedures.

4.4 Public Works

Public Works is responsible for:

1. Providing support in blanking off, locking out, and/or disconnecting potential contaminant lines in confined spaces where work is to be performed.
2. Coordinating with the Risk Management Office in approving lighting, equipment, and tools that may be used in confined spaces subject to dangerous air contamination by flammable and/or explosive substances.

5.0 GENERAL REQUIREMENTS

5.1 Notification of Entry

Management must notify the Risk Management Office and Public Works Office of the intended confined space entry 48 hours in advance. Upon review, if the space is designated a potential permit-required confined space; the operation must be monitored prior to any entry. Under no circumstances may any unauthorized (unpermitted) entry be attempted by any personnel.

Note: The monitoring of some routine confined space operation may be designated a responsibility of the using department. In these cases, upon initial notification, the Risk Management Office and Public Works Office will review the operation and establish specific written guidelines for monitoring and operating. If any aspect of the operation should change, the Risk Management Office and Public Works Office must be notified immediately and new guidelines will be established accordingly. Only persons trained and designated qualified by the Risk Management Office and Public Works Office may conduct this monitoring.

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5.2 Employee Training

All employees involved in confined space operations must be properly trained on the hazards involved, their responsibilities/duties, completion of an entry permit and entry, as well as operating and emergency procedures. Only qualified personnel may conduct atmospheric monitoring. Only trained and medically qualified personnel may wear respiratory protection.

Only personnel trained and knowledgeable of the requirements of this Confined Space Entry Procedures will be authorized by Mariposa County to undertake the duties of a CSAE, CSA, CSS, or CSAC.

All confined space entry team members shall receive refresher training whenever there is a change in the confined space entry operations that present a hazard for which they have not been trained, the employee's duties and/or responsibilities have changed, or when evaluation of this policy identifies inadequacies in the employee's knowledge, or annually.

5.3 Medical Requirements

Any CSAE who will require respiratory protection to perform the entry must comply with all aspects of the site-specific Respiratory Protection Program.

At least two of the individuals involved in a permit-required confined space entry must have a valid First Aid & CPR certificate.

5.4 Entry Permits

Entry into a permit space shall be by permit only. This permit is an authorization for entry under defined conditions for a stated purpose and specific time. The qualified person will fill out the permit and assure all portions are completed before any entry into the confined space. Permits are valid for up to one shift only or for the designated time listed (up to 8 hours), whichever is less. Permits must be posted at the site during the operation and when finished, returned to the Risk Management Office and Public Works Office for completion and filing.

All completed and/or canceled permits will be kept on file in accordance with the County's IIPP and recordkeeping requirements.

5.5 Prevention of Hazardous Conditions

The confined space must be positively prevented from entry of any material or energy that may create a hazardous condition(s). Such lines may be isolated by blanking, double block and bleed, electrical lockout/tagout, and blocking or disconnecting mechanical linkages in such a manner as to prevent inadvertent reconnection.

5.6 Sources of Ignition

Work involving the use of flame, arc, spark, or other source of ignition is prohibited within a confined space (or any adjacent space) which contains, or is likely to develop, dangerous air contamination due to flammable and/or explosive substances unless:

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1. An inert atmosphere, using gases such as nitrogen, is used to prevent the ignition and the oxygen concentration is maintained at less than 10% of the concentration which supports combustion.

2. Sufficiently frequent testing of the oxygen content is performed to ensure that the oxygen remains less than 10% of the concentration which supports combustion.

5.7 Ventilation

Adequate combustion air and exhaust gas venting must be provided whenever oxygen-consuming equipment (i.e. salamanders, plumber's torches, or other heating devices) are to be used.

1. Some confined spaces in Mariposa County are equipped with a ventilation system powered by electricity. The standard operating procedure is to turnPID the system on and let it run for 25 minutes prior to making entry into the space. This should ensure a safe breathing and working atmosphere.

2. The forced air ventilation shall be so directed as to ventilate the immediate areas where an employee is or will be present within the space and shall continue until all employees have left the space. The air supply for the forced air ventilation shall be from a clean source and may not increase the hazards of the space.

6.0 PRE-ENTRY/OPERATING PROCEDURES

6.1 Air Monitoring

The air in the confined space must be monitored to determine whether dangerous air contamination - an atmosphere presenting a potential for death, disablement, injury, or acute illness - exists. This may result from one or more of the following causes:

1. Oxygen level less than 19.5% by volume (oxygen-deficient) or greater than 23.5% by volume (oxygen-enriched)

2. A flammable gas, vapor, or mist in excess of 10% of its lower explosive limit (lower flammable) limit.

3. Toxic, corrosive, or asphyxiant substance(s) above its permissible exposure or ceiling level.

4. An airborne combustible particulate in excess of 10% of its minimum explosive concentration.

5. Any condition or air contaminant defined as immediately dangerous to life or health.

6. If a ventilation system is available at the site, it will be turned on for at least 25 minutes prior to any entry or attempted entry.

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7. The atmosphere inside the permit-required confined space shall be remotely tested by slowly lowering the air monitoring unit probe that has a combustible gas indicator, oxygen sensor and H^2S sensor into the confined space. This will allow testing of the air from top to bottom. The air monitoring instrument is to be lowered slowly to accommodate the sampling speed and detector response. The atmospheric envelope should be tested a distance of approximately 4 feet in the direction of travel and to each side. All data will be permanently recorded on the Entry Permit along with the tester's initials. The CSA shall obtain and record the gas readings indicated on the CSAE's gas meter at each time interval.

8. The CSAE shall carry the gas detector and a PID with him/her at all times while in the permit space. Therefore, each CSAE will carry a personal LEL/0^2 meter on their person at all times. In addition, PID will be carried by hand since there could be a number of chlorinated hydrocarbons in the atmosphere.

9. Direct reading instruments shall be used for oxygen (0^2) concentration, combustible gases (LEL), and any potential airborne toxic contaminants that may be monitored.

10. All air monitoring equipment shall be maintained, calibrated, and operated in accordance with the manufacturer's specifications.

11. If any equipment malfunctions or appears to malfunction, the entry shall be terminated until the situation can be corrected.

12. All air monitoring equipment shall be "zeroed" and/or "calibrated" to verify sensor operation prior to use in pre-entry atmosphere testing. This testing shall be done in a fresh air environment. Refer to the air monitoring equipment operations manuals for guidance.

As a minimum, monitoring must include items in specific order. Monitoring for any toxic substances that might be reasonably expected to exist or develop must also be performed. All testing must be performed by a qualified person using approved equipment. All equipment must be used and calibrated according to the manufacturer's instructions and all results recorded on the Confined Space Entry Permit.

6.2 Posting/Guarding Procedures

1. A "Danger - Permit-Required Confined Space, Do Not Enter" or using other similar language would satisfy the requirement for a sign.

2. The Entry Permit shall be posted at the designated entrance to the permit-required confined space or by any other equally acceptable means so that entrants can confirm that pre-entry preparations have been completed. The Entry Permit should be encased in a protective cover if weather or room conditions will render the permit unreadable (wet, dusty, etc.).

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3. Entrances to permit-required confined spaces must not be opened and left unguarded in public areas, even if barricaded. If control of bystanders is difficult, a worker other than the CSA should be designated to handle crowd control.

4. Entrances to permit-required confined spaces must be guarded against workers accidentally falling into them. Do not leave lids, covers, etc. open if a worker or other bystander could fall in.

6.3 Entry

If results of the monitoring show dangerous air contamination and oxygen deficiency does not exist, then entry may be allowed under the following provisions:

1. The confined space must be cleaned/purged and continuous positive ventilation must be utilized during the operation. Care must be taken to direct ventilation exhaust air downwind of exterior personnel and away from intake(s) or point(s) of entry.

2. Atmospheric testing will be conducted with sufficient frequency to ensure that the development of any dangerous air contamination and oxygen deficiency does not occur during the performance of any operation.

3. Any change in the operation, such as the introduction of a different chemical or change in the quantity used, voids the permit. A new permit may be issued upon reevaluation of the new operation by the Office of Environmental Health and Safety.

4. A standby employee, properly trained in confined space operations, must be located outside of the confined space site at all times. They must keep visual contact and summon emergency assistance if necessary.

5. The confined area must be properly guarded against inadvertent entry of substances or other physical hazards (i.e. vehicles, pedestrians, cars, etc.).

6. All necessary personal protective equipment needed to protect the employees(s) in the confined space must be utilized.

7. Only approved explosion-proof lighting, equipment and tools may be used when the environment may exceed 10% of the lower explosive level.

6.4 Removal of Hazardous Condition

If the results show dangerous air contamination or oxygen deficiency does exist, then the confined space will be ventilated and purged/cleaned/flushed to remove the hazard to the greatest extent feasible. This ventilation must be approved and may need to be statically bonded and explosion-proof. When additional atmospheric monitoring has demonstrated no dangerous air contamination and no oxygen deficiency exists or may develop, then entry may be allowed under the provisions of 6.4.

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1. All confined space hazards shall be isolated prior to entry. These include, but are not limited to, blanking or blinding, double block and bleeding of all process piping into the space, and lockout/tagout of all electrical and mechanical sources of energy. Refer to the Mariposa County Lockout/Tagout Policy in the Safety and Loss Prevention Procedure Manual.

2. If the permit space is determined to contain a hazardous atmosphere, as defined by exceeding the "action levels" above and on the Entry Permit, then additional forced air ventilation must be used to control the hazard to below the action levels.

3. If forced air ventilation cannot be used or is not effective, then the County Risk Manager must be consulted to determine the appropriate level of personal protective equipment required to perform the task, and/or whether the entry is to be attempted.

4. The use of Self-Contained Breathing Apparatus (SCBA) when forced air ventilation cannot obtain safe atmospheric levels is not permitted without prior review and approval of the County Risk Manager.

5. Only NIOSH-approved SCBA's or airline respirators equipped with a 5-minute emergency air supply (egress bottle) shall be used in confined spaces containing hazardous atmospheres or with conditions determined to be immediately dangerous to health and life (IDLH).

6.5 Entry Under Hazardous Conditions

However, if the additional monitoring demonstrates that an atmosphere free of dangerous air contamination or oxygen deficiency cannot be ensured or in emergency situations when the appropriate provisions cannot be implemented, entry may be allowed only under the following provisions (in addition to the applicable provisions of 6.3 and 6.2):

1. An approved safety belt (at least 1/2-inch diameter and 2000 pounds approved) with an attached line shall be used, with the free end of the line secured outside the entry point. Confined spaces with top and side openings should be entered from the side when possible. When entry must be made through a top opening, the safety belt shall be of a full-body harness type and a hoisting device shall be utilized to lift employees out of the space. The only exception to any safety belt and attached line is when it can be shown its use would further endanger the safety of an employee.

2. An approved air line respirator or self-contained breathing apparatus (SCBA) shall be worn by all person(s) entering the confined space. Air shall meet the requirements of the Compressed Gas Association of Group D breathing air.

3. At least one standby employee in a constant, effective means of communication with the entrant shall be outside the confined space at all times, ready to give assistance. At least one additional stand-by employee, who may have other duties, must be within sight or call of the

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primary stand-by employee. This secondary standby must also be trained in confined space operations.

4. The primary standby employee shall have a SCBA or approved air line respirator (independent source of breathing air) with an escape bottle. This standby may enter the confined space only in an emergency and only after:

    a. Attempting to pull the person out with the safety line.

    b. Alerting the secondary stand-by of the intended entry, the existence of an emergency, and issuing instructions to call 911.

    c. Wearing appropriate respiratory protection and using necessary safety lines.

5. At least one person trained in CPR/Basic First Aid shall be on hand at the site.

7.0 COMMUNICATIONS PROCEDURES

1. Communications between the Confined Space Attendant (CSA) and the Confined Space Authorized Entrant (CSAE) shall be continuously maintained by voice and/or hand signals and/or explosion-proof two-way radio.
2. The CSA must have immediate availability of a telephone and/or two-way radio to contact rescue services when necessary. The communications link must be verified prior to beginning entry operations.

8.0 CONFINED SPACE PERSONNEL DUTIES

Each worker must be authorized by the County Risk Manager to assist in any Confined Space Entry activities. Each worker involved in the Confined Space Entry Procedure has clearly defined duties. The authorized workers must be able to identify and demonstrate they're given duties as follows:

8.1 Confined Space Supervisor (CSS) Duties

1. Ensure that the Confined Space Authorized Entrant (CSAE) and the Confined Space Attendant (CSA) perform their confined space duties correctly.

2. Recognize all actual and potential hazards faced by the CSA and the CSAE during performance of Confined Space Entry Procedures. Understand how to control or eliminate the recognized hazards, and have the authority to do so.

3. Know how to test and check out all applicable safety equipment (gas detectors, rescue winches, harnesses, etc.).

4. Verify that all required air monitoring is performed correctly, and that all necessary safety equipment is checked out before entry begins.

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5. Verify that Confined Space Rescue Services (CSRS) are available, and that a permit (if applicable) is properly filled out.

6. Authorize the start of the confined space entry work after verification that the entry permit (if applicable) is properly filled out.

7. Terminate the confined space entry when abnormal conditions are identified, or the job is completed normally.

8. Ensure that the CSA and CSAE return all safety equipment to the designated storage locations and store it properly.

9. Generate preventative and/or corrective work orders for any equipment used during the entry, if necessary. At a minimum, communicate the need to the Facilities Maintenance Manager.

8.2 Confined Space Attendant (CSA) Duties

1. Recognize the actual and potential hazards faced during entry.

2. Know how to test and check out all applicable safety equipment (gas detectors, rescue winches, harnesses, etc.).

3. Maintain contact with all CSAE's and keep an accurate count of all entrants in the confined space.

4. Remain outside of the confined space at all times during the entry operations, until relieved by another CSA.

5. Monitor activities inside and outside of the permit space. Order the evacuation of entrants (CSAE) when any sort of prohibited or abnormal condition is detected, or a situation occurs outside of the space that could affect the safety of the CSAE or the CSA.

6. Prevent entry into the confined space by any unauthorized persons.

7. Perform non-entry rescue procedures using available equipment. The CSA can not enter the space unless he/she is permitted to become a CSAE and is relieved by another CSA.

8. Summons CSRS when emergency assistance is needed for removal of the CSAE(s) from the space.

9. Perform no other duties (flagging, equipment operator, "gofer", etc.) that will interfere with any CSA duties.

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8.3 Confined Space Authorized Entrant (CSAE) Duties

1. Recognize the actual and potential hazards faced during entry.

2. Know how to test and check out all applicable safety equipment (gas detectors, rescue winches, harnesses, etc.).

3. Remain in contact with the CSA at all times while in the space.

4. Alert the CSA when a warning sign or symptom of abnormal health effects, dangerous situations, or prohibited conditions are found.

5. Exit Confined Space when CSA or CSS orders evacuation, gas detector alarms or fails, or any conditions in Duty #4 above occur.

6. Know how to safely perform the assigned work tasks (welding, cleaning, repair, etc.) in the confined space.

9.0 EMERGENCY RESCUE PROCEDURES

It is absolutely essential that well planned procedures and the use of proper protective equipment be followed before any attempt at the rescue of a disabled employee in a confined space is attempted. The past history of rescue attempts has shown a very poor record in following successful rescue procedures. Spontaneous reaction, instead of well planned and executed rescue procedures, has led to numerous unnecessary deaths in confined spaces. The literature and data received have shown that in 19 out of 25 reported cases in which rescue was attempted, the rescuers were injured or killed.

9.1 Conditions

Before any rescue attempts are made, the following conditions must be met:

1. A properly equipped standby employee (see B below) and an additionally trained employee (see C below) must be present before any rescue of the disabled employee is attempted.

2. The standby employee must be equipped with:
   a. Properly approved respiratory equipment.
   b. A chest or full-body harness with a lifeline attached.
   c. All necessary personal protective equipment.

3. The additional employee is required to:
   a. Maintain communication with the standby employee either visually, by voice, or with the use of an alarm-activated explosion-proof communication system if the rescue of a disabled employee within a confined space is necessary.

4. An employee trained in First Aid and CPR shall be immediately available at the confined space.

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9.2 Procedures

If an unknown or suspected disabling environment exists, the Hazardous Confined Space Requirements shall be implemented prior to entry of any additional personnel.

1. Send for emergency assistance (911).
2. For employees wearing a safety line/harness.
    a. Set up hoisting apparatus if top entry was used.
    b. Evacuate victim without entry of additional personnel.
    c. Administer First Aid or CPR as necessary.
    d. Stay with the victim until medical personnel arrive.
3. For employees NOT wearing a safety line/harness:
    a. Send for an additional employee who has approved respiratory equipment and a safety line/harness.
    b. At least one employee shall remain outside at all times to give assistance.
    c. Set up hoisting apparatus if top entry was used.
    d. Purge the confined space with a mechanical blower for several minutes.
    e. Test for combustibles, O^2 deficiency, and toxic materials prior to entry.
4. When no hazard is present as determined by testing, continue the rescue procedure.
5. If a hazardous environment exists, the rescuer shall wear approved respiratory equipment, safety line and harness in addition to necessary personal protective equipment.
    a. Put safety line/harness on the victim.
    b. Evacuate the victim.
    c. Administer First Aid or CPR if necessary.
    d. Stay with the victim until medical personnel arrive.

At NO time should rescue operations be conducted without appropriate approved respiratory and protective equipment and unless the atmosphere of the Confined Space is KNOWN to be harmless.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	5156	https://www.dir.ca.gov/title8/5156.html
Cal-OSHA	5157	https://www.dir.ca.gov/title8/5157.html

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Table 1

Hazardous Atmosphere Categories

Hazardous atmospheres can be divided into four (4) categories:

A. Flammable; B. Toxic; C. Irritant/Corrosive; D. Asphyxiating

A. Flammable Atmospheres

1. Enriched oxygen atmosphere above 25% oxygen.
2. Combustible gases such as acetylene, butane, propane, hydrogen, methane and natural or manufactured gases.
3. By-products of work such as spray paint vapors or cleaning solvents.
4. Chemical reactions that create flammable gases such as hydrogen for dilute sulfuric acid and iron acetylene for calcium carbide and water or percussion induced combustion of acetylene - metal compounds, peroxides and nitrates.
5. Combustible dust concentrations found in handling grain products, nitrated fertilizers and finely ground chemical products.
6. Desorption of chemicals from the inner surfaces of confined spaces as propane or natural gas.

B. Toxic Atmospheres

1. Hydrogen chloride and vinyl chloride monomer from PVC production.
2. Hydrogen sulfide from stored decomposed material.
3. Oxides of heavy metals from welding fumes.
4. Cadmium poisoning from torch cutting cadmium plated objects.
5. Hydrogen sulfide from using hydrochloric acid to clean iron sulfide off of heat exchanger walls.
6. Hydrogen sulfide from accidental combination of sodium sulfate and acid dichromate in the tanning process.
7. Toxic solvents such as trichloroethylene, methyl chloroform and dichloromethane.
8. Acrylonitrile which is sometimes used as part of a protective coating for tank interiors.
9. Trichloroethane and dichloroethane which are widely used cleaning solvents.
10. Arsine gas from the combination of aluminum, sodium hydroxide and sodium arsenite.
11. Carbon monoxide from incomplete combustion of wood, coal, gas, oil and gasoline, from microbial decomposition of organic matter in sewers, silos and fermentation tanks.

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C. Corrosive Atmospheres

1. Primary irritants such as chlorine, ozone, hydrochloric acid, sulfuric acid, nitrogen dioxide, ammonia and sulfur dioxide.
2. Secondary irritants such as benzene, carbon tetrachloride, ethyl chloride, trichloroethylene and chloropropene. These irritants produce systemic toxic effects as well as surface irritation.

D. Asphyxiating Atmospheres

1. Consumption of oxygen due to welding, heating, cutting and brazing.
2. Consumption of oxygen due to bacterial action such as fermentation or during chemical reactions such as the formation of rust.
3. Consumption of oxygen by the number of people operating in a confined space.
4. Displacement of oxygen by inert gases such as helium, argon or nitrogen.
5. Displacement of oxygen by carbon dioxide as in sewers, storage bins, wells, tunnels, wine vats and grain elevators.
6. Absorption of oxygen by the vessel walls or substances contained like activated carbon.

E. Other Hazards

1. Electrical equipment which would cause injury.
2. Mechanical equipment which would cause injury.
3. Static charge due to mechanical cleaning such as abrasive blasting.
4. Communication problems between the worker inside and the standby person outside due to visual interference, failure of electronic equipment or lack of proper illumination.
5. Entry and exit problems due to space configuration, size and number of openings, barriers within, and the time requirements for exiting and rescue.
6. Physical problems such as heat, cold, humidity, air velocity, noise vibration, scaffolds, surface residues and structural hazards.

References

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	5157	https://www.dir.ca.gov/title8/5157.html
Cal-OSHA	5158	https://www.dir.ca.gov/title8/5158.html

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Table 2

Check List

Check list of consideration for entry, working in and exiting from confined spaces, and permit required confined spaces.

Items:

___ 1. Permit (for permit spaces only)
___ 2. Atmosphere Testing
___ 3. Monitoring
___ 4. Medical Surveillance
___ 5. Training of Personnel
___ 6. Labeling and Posting
___ 7. Preparation:
- ___ Isolate/lockout/tagout
- ___ Purge and ventilate
- ___ Cleaning Processes
- ___ Requirements for special equipment and tools

___ 8. Procedures:
- ___ Initial plan
- ___ Standby
- ___ Communications/observation
- ___ Rescue
- ___ Work

___ 9. Rescue Equipment
___ 10. Safety Equipment and Clothing:
- ___ Head protection†
- ___ Hearing protection†
- ___ Hand protection†
- ___ Foot protection†
- ___ Body protection†
- ___ Safety belts*
- ___ Life lines and harnesses*
- ___ Record keeping/exposure*
- ___ Respiratory protection**

†Depends on job and area
*Required
**Decision Rests with qualified person

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Table 3

Confined Space Entry Permit

Date:_____

Time:_____

Expires Date/Time:_____

Confined Space Location:_____

Purpose of Entry:_____

POTENTIAL HAZARDS EXPECTED

_____ OXYGEN DEFICIENCY

_____ FLAMMABLE GASES/VAPORS

_____ TOXIC GASES/VAPORS

_____ MECHANICAL HAZARDS

_____ ELECTRICAL SHOCK

_____ MATERIALS HARMFUL TO SKIN

_____ ENGULFMENT

_____ HEAT STRESS

_____ OTHER:_____

EQUIPMENT REQUIRED FOR ENTRY

_____ Respirator

Type:_____

_____ Supplied Air Breathing Apparatus

_____ Protective Clothing

Type:_____

_____ Hearing Protection

_____ Eye Protection

_____ Personal Atmosphere Monitor

_____ Communication Equipment

Type:_____

_____ Other:_____

ELECTRIC EQUIPMENT/TOOLS

_____ Low Voltage Tools/Lights

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

_____ Ground-fault Interrupters

_____ Approved for Hazardous Environments

RESCUE EQUIPMENT REQUIRED

_____ Fire Extinguisher

_____ Harness/Lifeline

_____ Tripod/Retrieval Equipment

_____ Other:_____

PREPARATION REQUIRED

_____ Notify affected departments of service interruption

_____ Isolate supply/return; blanked-double valve; lock & tag

_____ Zero Energy State (Lockout/tag all energy sources)

_____ Cleaned, drained, washed and purged

_____ Ventilation to provide fresh air

_____ Emergency Response Team Available

_____ Employees informed of specific confined space hazards

_____ Procedures reviewed with each employee

_____ Atmospheric Tests in compliance

_____ Attach Hot Work Permit

_____ Notified EH&S Department

_____ Other:_____

AUTHORIZED ENTRANTS:

_____

_____

_____

_____

AUTHORIZED ATTENDANT(S):

_____

_____

_____

RESCUE SERVICES

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Contact by telephone: 9-1-1

PERSONAL/AREA CONTINUOUS ATMOSPHERIC MONITORING EQUIPMENT

Monitoring Equipment Type:_____

Monitoring Equipment Serial Number:_____

Calibrated By:_____

Date Calibrated:_____

PRE-OPENING ATMOSPHERIC TEST EQUIPMENT

Test Equipment Type:_____

Test Equipment Serial Number:_____

Date Calibrated:_____

Calibrated By:_____

Person Conducting Pre-Opening Testing:_____

ATMOSPHERE TEST RESULTS

TIME	DISTANCE FROM ENTRANCE	RESULTS O2	C.G.	H2S	CO	OTHER: _____

TEMPERATURE IN CONFINED SPACE:_____

ACCEPTABLE ATMOSPHERIC CONDITIONS ARE:

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

OXYGEN BETWEEN 19.5% AND 23.5%

COMBUSTIBLE GAS LESS THAN 10% OF LOWER EXPLOSIVE LIMIT (LEL)

NO DETECTABLE AMOUNTS OF ANY OTHER ATMOSPHERIC CONTAMINANT

IF THESE CONDITIONS ARE NOT MET THE SPACE MAY NOT BE ENTERED AT THIS TIME. CONTACT EH&S DEPARTMENT BEFORE PROCEEDING.

A confined space entrant may not enter the confined space unless he has reviewed the permit. By signing below the entrant confirms that he has read, reviewed, and understood the work authorized by this permit and the information contained herein. Entrant also confirms that safety instructions and procedures have been received and are understood.

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

CONFINED SPACE SIGN IN LOG

(Times must be posted for each Entry and Exit)

ENTRANT	SIGNATURE	ENTRY	EXIT	ENTRY	EXIT	ENTRY	EXIT

CONFINED SPACE ENTRY SUPERVISOR CERTIFICATION

AUTHORIZATION: I certify that all required precautions have been taken and necessary equipment is provided for safe entry and work in this confined space.

Name:_____ Date:_____

Signature:_____ Time:_____

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Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention

TABLE 4

Recommended Respiratory Selection Guide

Hazard	Concentration* Less Than or Equal To	Respirator**
Particulate	5 x PEL	Single use respirator***
Particulate	10 x PEL	Any dust respirator***
Particulate	50 x PEL	Full facepiece respirator with high efficiency filter(s) or self-contained breathing apparatus with full facepiece operated in the demand mode.
Particulate	2000 x PEL	Supplied-air respirator with full facepiece operated in any positive pressure mode.
Particulate	Greater than 2000 x PEL	Self-contained breathing apparatus with full facepiece operated in the pressure demand mode or a supplied-air respirator with full facepiece operated in any positive pressure mode with an auxiliary self-contained breathing apparatus.
Known gas or vapor contaminant****	50 x PEL	Chemical cartridge respirator with full facepiece and cartridges approved for the specific contaminant(s) or a full facepiece self-contained breathing apparatus operated in the demand mode.

* If the concentration forms a flammable atmosphere only the self-contained breathing apparatus with full facepiece operated in the pressure demand mode may be used.

** Any respirator recommended for a higher concentration may be used at a lower concentration.

*** These respirators may not be used if the toxic material is carcinogenic.

**** If the concentration forms an atmosphere which is immediately dangerous to life, then only the self-contained breathing apparatus operated in the pressure demand mode or the combination supplied air respirator with full facepiece operated in any positive pressure mode with an auxiliary self-contained breathing apparatus may be used.

RECOMMENDED RESPIRATORY SELECTION GUIDE

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention

Hazard	Concentration* Less Than or Equal To	Respirator**
Known gas or vapor positive pressure mode.	2000 x PEL	Supplied-air respirator with full facepiece operated in any contaminant***
Known gas or vapor	Greater than 2000 x PEL	Self-contained breathing apparatus with full facepiece operated contaminant*** in the pressure demand mode or a combination supplied-air respirator with full facepiece operated in any positive pressure mode with an auxiliary self-contained breathing apparatus.
Combination of particulates and gases or vapors****	50 x PEL	A full facepiece combination respirator approved for dusts and mists and the specific contaminant(s) (gases or vapors).
	1000 x PEL	Powered air-purifying full facepiece combination respirator with high efficiency filter(s) and chemical cartridge approved for the specific gas or vapor.
	2000 x PEL	Supplied-air respirator with full facepiece operated in any positive pressure mode.
	Greater than 2000 x PEL	Self-contained breathing apparatus with a full facepiece operated in the pressure demand mode or a combination supplied-air respirator with full facepiece operated in any positive pressure mode with an auxiliary self-contained breathing apparatus.

* If the concentration forms a flammable atmosphere only the self-contained breathing apparatus with full facepiece operated in the pressure demand mode may be used.

** Any respirator recommended for a higher concentration may be used at a lower concentration.

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention

*** These respirators may not be used if the toxic material is carcinogenic.

**** If the concentration forms an atmosphere which is immediately dangerous to life, then only the self-contained breathing apparatus operated in the pressure demand mode or the combination supplied air respirator with full facepiece operated in any positive pressure mode with an auxiliary self-contained breathing apparatus may be used.

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention

RECOMMENDED RESPIRATORY SELECTION GUIDE

Hazard	Concentration* Less Than or Equal To	Respirator**
Unknown contaminant	Undetermined	Self-contained breathing apparatus with full facepiece operated in the positive pressure mode or a supplied-air respirator with full facepiece operated in any positive pressure mode with an auxiliary self-contained breathing apparatus.
Inert and other with anlevel is below 17%	in the pressure demand mode or a combination supplied-air respirator where the oxygen	Self-contained breathing apparatus with full facepiece operated atmospheres with full facepiece operated in any positive pressure mode auxiliary self-contained breathing apparatus.
Emergency	Unknown	Self-contained breathing apparatus with full facepiece operated in the pressure demand mode or a combination supplied-air respirator with full facepiece operated in any positive pressure mode with an auxiliary self-contained breathing apparatus.

* If the concentration forms a flammable atmosphere only the self-contained breathing apparatus with full facepiece operated in the pressure demand mode may be used.

** Any respirator recommended for a higher concentration may be used at a lower concentration.

*** These respirators may not be used if the toxic material is carcinogenic.

**** If the concentration forms an atmosphere which is immediately dangerous to life, then only the self-contained breathing apparatus operated in the pressure demand mode or the combination supplied air respirator with full facepiece operated in any positive pressure mode with an auxiliary self-contained breathing apparatus may be used.

TABLE 5

Confined Spaces Located at Mariposa County

SPACE	LOCATION	POTENTIAL HAZARDOUS MATERIALS/CONDITIONS

This list is intended as a guideline. It is not a complete list of confined spaces in the County. If you have a question regarding confined spaces, please call the County Risk Manager.

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

APPENDIX TITLE 8 5156-5158

Attachment: 22 Confined Spaces (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

ELECTRICAL SAFETY

PURPOSE

The purpose of this program is to ensure that employees can perform their daily activities in and around electrical systems and electrical cords without the risk of shock, fire, and the like. Electricity is a modern necessity and provides lifesaving energy to many of our systems. However, electricity and higher voltages are extremely dangerous and can result in injury or death immediately.

POLICY

Responsibilities

The Risk Manager has the responsibility to develop and implement this electrical safety program. The Risk Manager also shall ensure that department heads are providing the appropriate personal protective equipment and implementing this program.

Department heads have the responsibility to implement this program. In addition, department heads shall ensure that employees receive training, that their workplace is free of electrical hazards, and that the appropriate safety measures are in place.

Employees have the responsibility to ensure that they are working safely with electrical systems, using their personal protective equipment, attending training, and minimizing hazards where appropriate.

HAZARD ASSESSMENT

The County has performed a hazard assessment of its electrical systems to identify safety measures needed to protect employees. Department heads will be responsible for periodic hazard assessments in their work area. In addition, department heads will be responsible for conducting periodic assessments of employee work practices.

A sample Electrical Safety Checklist is included at the end of this manual section. Some of the major items to consider when assessing workplace electrical hazards include:

Hazardous (Classified) Locations

Certain work areas or locations are ‘’classified” depending on the properties of the flammable vapors, liquids or gases, or combustible dusts or fibers that may be present, and the likelihood that a flammable or combustible concentration is present. In other words, these work areas are much more prone to an accident caused by contact with or exposure to electricity than the “routine” County work areas such as offices. Some common “Hazardous Locations” may include:

a. Gasoline dispensing and service stations

b. Paint-finishing or spraypainting shops/areas

Attachment: 23 Electrical Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

c. Health care facilities

d. Sheriff boating yards

Classifications

Each room, section, or area is considered individually in determining its electrical hazard classification. Refer to Article 59, Section 2540 of the Electrical Safety Orders; or the National Electrical Code, NFPA 70, for specific details. A general overview of these classified locations, which are assigned six designations, from most to least severe, is as follows:

a. Class I, Division 1 – This classification usually includes locations where flammable liquids are handled, spray painting areas, and flammable solvent dryers.

b. Class I, Division 2 – This typically includes locations where flammable liquids/gases are handled in closed containers or in areas with good mechanical ventilation.

c. Class II, Division 1–Usually locations in which combustible dust is or may be in suspension in the air in quantities sufficient to produce explosive or ignitable mixtures.

d. Class II, Division 2 – These are usually rooms or areas where explosive or ignitable concentrations of suspended dust are prevented by dust control equipment.

e. Class III, Division 1; and Class III, Division 2 -These can include textile mills, clothing manufacturing plants, and woodworking plants.

The most commonly found Class I/Division 1 locations for the County are where paints or lacquers are applied by spraying, dipping, brushing, or by other means. Generally speaking, the interiors of spray booths and the immediate area of other than touch-up spray painting are included.

Special Conditions

Special electrical system requirements have been established for places of assembly, data processing facilities, and swimming pools. Refer to the Electrical Safety Orders and the Life Safety Code (NFPA 101) for specific information regarding these particular areas and activities.

HAZARD REDUCTION AND CONTROL

In order to eliminate or reduce electrical hazards, engineering or administrative controls must be implemented. Preferably, engineering controls are to be used to eliminate the potential for employee injury as a result of electrical contact or misuse. Wherever it is impractical to eliminate hazards by engineering them out of the workplace, administrative controls are to be implemented to control or eliminate the potential for employee injury.

Protection from Hazards

There are various ways of protecting people from the hazards caused by electricity. These include insulation, guarding, grounding, mechanical devices, and safe work practices.
Examples are:

1. Engineering Controls
    a. Ground Fault Circuit Interrupters (GFCI's)

Attachment: 23 Electrical Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

b. Circuit Breakers or Fuses
c. Grounding & Bonding
d. Isolation/Separation
e. Guards/Enclosures
f. Tools to be utilized

2. Administrative Controls
    a. Who can work in areas
    b. Times work can be performed
    c. Use of 3rd party vendors
    d. Training

3. Personal Protective Equipment (PPE)
    a. NFPA 70 Level Clothing
    b. Masks
    c. Gloves
    d. Boots

Electrical Equipment

Work area inspections are conducted to assure that electrical equipment does not pose hazards that are likely to cause death or serious physical harm to employees. Specific considerations for County employees include:

1. Ground-Fault Circuit Interrupters (GFCI)

    GFCI's shall be installed in "high-risk" areas such as where wet environments are present or anticipated, including:

    a. Restrooms
    b. Kitchens -within 10 feet of sinks, and where toasters are plugged in
    c. Outdoors
    d. Within 10 feet of tubs, spas, fountains, pools, and similar containers of water
    e. Construction sites
2. Flexible Cords and Cables (Extension Cords)
    a. Flexible cords and cables shall be protected from accidental damage.
    b. Unless specifically permitted, flexible cords and cables may not be used as a substitute for the fixed wiring of a structure, where attached to building surfaces, where concealed or where run through holes in walls, ceilings, or floors, or where run through doorways, windows, or similar openings.

Controls for Hazardous (Classified) Locations

1. Electrical equipment in Class I locations must be "explosion-proof" and listed for such locations by Underwriters Laboratories (U.L.). This includes items such as lights, fans, motors, and switches.

2. NFPA 70, The National Electrical Code, 1999 Edition, contains guidelines that are more specific, and should be referenced· for a more thorough understanding of the hazards encountered and necessary control methods.

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3. Parking garages used for parking or storage and where there is no use of electrical equipment, open flames, welding, or volatile flammable liquids are not classified as hazardous areas, but they shall be adequately ventilated to carry off the exhaust fumes of the engines.

4. Gasoline dispensing and service stations and water pump stations have extensive requirements. These can be referenced in Electrical Safety Orders Section 2540.7.

Administrative Controls and Safe Practices

It is expected that County employees understand and comply with the following measures:

1. Employees should not work near live parts of electrical circuits unless they are protected by one of the following means:
    a. De-energizing and grounding the parts
    b. Guarding the part by insulation
    c. Any other effective means

2. Management must ensure that specific electrical hazards are identified and dealt with prior to exposing workers to injury or possible death. No work is to be done on exposed, energized parts of equipment or systems until:
    a. A responsible supervisor has determined that the work must be done while the part or system is energized.
    b. Workers have been trained in the techniques and hazards involved in the job.
    c. Personal protective equipment (including hand and eye protection) has been issued. Suitable insulated gloves shall be worn for voltages exceeding 300 volts.
    d. Necessary barriers, barricades, signs, or tags are in place for personnel protection.
3. When the work is completed, the supervisor is responsible to ensure that all permanent barriers and covers are reinstalled.

4. The chance of being shocked increases when working on energized and exposed parts in a cramped space, so sufficient clearance is critical. The minimum clear distances depend on (1) the voltage rating of the equipment, and (2) the nature of the work area. Refer to the Electrical Safety Orders, Section 2340.16, Work Space About Electric Equipment, for specific clearances.

5. Entrances to rooms and other guarded locations containing exposed energized parts shall be marked with conspicuous warning signs forbidding unqualified persons to enter.

6. Overhead power lines must be de-energized and grounded by the owner or operator of the lines or other protective measures must be provided before work is started. Protective measures, such as guarding or insulating the lines, must be designed to prevent unqualified employees from contacting the lines.

7. Any work within 6 feet of "live" lines carrying between 600-50,000 volts, is prohibited.

8. Any part of a crane or its load shall be kept at least 10 feet from energized lines.

9. Prior to climbing poles or other elevated structures supporting overhead electrical lines or equipment, an inspection shall be made to assure that such poles or structures are in a safe condition for the work

Attachment: 23 Electrical Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

to be performed. Where poles or structures are determined to be unsafe for climbing, they shall not be climbed until made safe by guying, bracing or other adequate means.

10. Management must provide either ground-fault circuit interrupters (GFCI's) or an Assured Equipment Grounding Conductor Program (AEGCP) to protect employees from ground fault hazards at construction sites. While GFCI's provide workers with the best protection from electric shock, management may institute an AEGCP as an alternative to installing GFCI's.

TRAINING

All County employees, including managers and supervisors, will be provided with training on general and job-specific workplace electrical safety practices. Training and instruction will be provided when the individual receives initial indoctrination & safety training, and periodically thereafter. Training will also be provided to all new employees, other employees that have not previously been trained, and all employees given new job assignments for which specific workplace electrical safety training has not previously been provided. Additional training and instruction must be provided to all personnel whenever new or previously unrecognized electrical hazards are identified. As is provided in the County Illness and Injury Prevention Program, supervisors are accountable for training all employees within their area of responsibility.

Additional Training

The "field staff'' such as construction, maintenance, and service personnel will receive more specific training due to their increased exposure to electricity. Management will ensure that each employee has been trained by a competent person in the following areas, as applicable:

1. The nature and recognition of hazards in the work area
2. Avoiding incidental or accidental contact
3. The proper use of personal protective equipment
4. Emergency response procedures
5. The proper construction, use, placement, and care of GFCI's
6. The correct procedures for erecting, maintaining, and disassembling the electrical hazards protection systems to be used

All Employees - General Guidelines

The "general staff" such as office workers, administrative personnel, and management, should be familiar with the basic principles of electricity, and general guidelines for injury reduction or avoidance. Electrical safety-related work practices cover both qualified persons (those who have training in avoiding the electrical hazards of working on or near exposed energized parts) and unqualified persons (those with little or no such training). General workplace electrical safety training and instruction includes, but is not limited to, the following:

Safety-Related Work Practices

Attachment: 23 Electrical Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

1. Safety-related work practices shall be employed to prevent electric shock or other injuries resulting from either direct or indirect electrical contacts, when work is performed near or on equipment of circuits that are or may be energized.

2. Individual space heaters must be approved by the Facility Maintenance Division of Public Works, prior to being used at the workstation. They shall be plugged into only a permanent, 3-prong outlet, not into the work station.

3. Extension cords are not allowed in County buildings. Underwriters Laboratories (U.L.) approved multi-plug outlets with a maximum 15-amp fuse, are acceptable.

4. Worn or frayed electrical cords or cables must not be used.

5. Flexible cords must not be fastened with staples, hung from nails, or suspended by wire.

6. Always grab the plug when removing from an outlet; never pull by the wire or cord.

7. Keep all power cords away from walking areas, to prevent tripping hazards.

8. Use battery-powered tools as much as possible, especially when working outdoors.

9. Combustible materials such as boxes, paper, towels, and plastics, are to be kept at least 3 feet (36 inches) away from space heaters, circuit breaker panels, and transformers.

10. Power tools must have a "ground terminal" or be "double-insulated."

11. Unqualified employees and mechanical equipment must be at least 10 feet (3 meters) away from overhead power lines.

12. Cal/OSHA requires portable ladders to have nonconductive side rails if used by employees who would be working where they might contact exposed energized circuit parts.

13. Lamps for general illumination must be protected from breakage, and metal shell sockets must be grounded.

14. Temporary lights must not be suspended by their cords, unless they are so designed.

15. Portable lighting used in wet or conductive locations, such as tanks or boilers, must be operated at no more than 12 volts or must be protected by GFCIs.

16. Listed, labeled, or certified equipment shall be installed and used in accordance with instructions included in the listing, labeling, or certification.

17. In work areas where the exact location of underground electrical power lines is unknown, employees using jackhammers, bars, or other hand tools that may contact the lines must be protected by insulating gloves, aprons, or other protective clothing that will provide equivalent electrical protection.

18. Equipment or circuits that are de-energized must be rendered inoperative and must have tags attached at all points where the equipment or circuits could be energized.

19. There must be written lockout and/or tagout procedures (See the section in the Mariposa County Safety and Loss Prevention Procedure Manual).

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Electrical Emergencies

If someone has suffered a serious electrical shock, remain calm and do the following:

1. Don't touch the person if he or she is still in contact with the wire/machine
2. Don't try to use a tool to free the person
3. Shut off the power at the control switch, or locate the circuit breaker panel switch
4. Call a supervisor or manager, if available
5. Call "9-1-1" or your designated emergency phone number

RECORDKEEPING

All records associated with this program shall be kept in accordance with the County record retention policy and its Injury and Illness Prevention Program.

DISCIPLINE

Employees failing to follow the safety measures outlined in this program shall be subject to disciplinary action in accordance with County union agreements and policy.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	Subchapter 5	https://www.dir.ca.gov/title8/sub5.html

Attachment: 23 Electrical Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Mariposa County

Electrical Safety Checklist

	Yes	No	Comments (Required for "No" responses)
A. GENERAL GUIDELINES (Maintenance Personnel)			
1. Only qualified persons trained to avoid electrical hazards of working on or near exposed electrical parts are permitted to work on or near such parts			
2. Electrical staff familiar with National Electrical Code (NEC) requirements			
3. Qualified workers are trained to: Distinguish exposed live parts			
Determine nominal voltage of live parts			
Know and maintain clearance distances specified by OSHA for working with or near specific voltages			
4. Live parts are de-energized before employees work on or near them			
5. Only qualified, trained persons using safety techniques and insulating equipment and tools work on equipment left energized due to design limitations or potential hazard increase from de-energizing			
6. De-energized equipment with potential of employee exposure is locked and/or tagged out			
7. Lockout/tagout procedures are in written form and available to employees			
8. Control circuit devices such as push buttons are not used as sole means for de-energizing			
9. De-energizing follows these steps: Circuits and equipment disconnected from electric energy sources			
Stored electric energy released			
Stored non-electrical energy that could re-energize electric circuits is blocked or relieved			
Locks and tags placed on each de-energizing disconnect device			
	Yes	No	Comments (Required for "No" responses)

Attachment: 23 Electrical Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Locks alone used only by qualified persons and for de-energizing one circuit during one shift			
Tags alone used only when locks cannot be and when equally safe as locks			
Tags alone supplemented by at least one other safety measure			
Locks removable only with due force or tools			
Tags state that unauthorized use and removal is prohibited			
Qualified person verifies de-energization with test equipment			
Test equipment checked before and after use when testing over 600 volts			
10. Equipment that is de-energized but not locked or tagged out, is treated as energized			
11. Re-energizing follows these steps: Qualified person verifies that tools and other devices are removed			
Employees in area warned to stay clear			
Locks and tags removed by employee who installed or under that person's supervision			
Qualified person removes locks or tags if installer is not available			
12. Are unsafe acts avoided by employees working on electrical processes or around electrical circuits?			
B. ELECTRICAL POWER SYSTEMS			
1. Electrical control panels clearly identified			
2. Access to panels limited to certified electrical specialists			
3. Safety signs and tags used to warn employees about electrical hazards			
4. Conduit, BX cable, etc., properly attached to supports and tightly connected to outlet and junction boxes			
	Yes	No	Comments (Required for “No” responses)
5. Switches checked for evidence of overheating			

Attachment: 23 Electrical Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

6. Electrical switches marked to show their purpose			
7. Motors clean and free of excessive dirt and oil			
8. Electrical panel doors kept closed			
9. All panels grounded; grounding tested			
10. Explosion-proof and waterproof fixtures used in designated areas			
11. No exposed conductors at rear of switchboard			
12. Flexible extension cords not frayed or spliced			
13. Equipment operated and maintained by trained specialists			
C. OVERHEAD LINES			
1. Overhead lines de-energized and grounded or protective measures in place before work starts near them			
2. Protective measures prevent employee body or conductive equipment from contacting lines			
3. Unqualified persons working near lines meet OSHA guidelines (10 feet for voltages to 50kV; 10 feet plus 4 inches for every additional 10kV over 50)			
4. Qualified persons working near energized lines use insulated protective equipment, or insulate energized part or stay within OSHA guidelines for distance from specific voltage ranges			
5. Vehicles or equipment with elevation capability maintain 10-foot clearance from energized overhead lines (plus 4 inches for every 10kV over 50kV)			
6. Exceptions limited to those permitted by standard: Vehicle in transit with lowered structure (4 feet plus 4 inches for every 10kV over 50kV)			
Properly rated insulating barriers prevent contact with lines			
Properly insulated aerial lift is used by qualified person			
	Yes	No	Comments (Required for “No” responses)
7. Employees on ground only contact vehicle or attachments if wearing proper protective equipment			

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8. Employees stay clear of ground equipment when line contact is possible			
9. Barricades or insulation protect employees from hazardous ground potentials where needed			
D. ILLUMINATION AND CONFINED SPACES			
1. Adequate illumination in place before employees enter confined spaces with exposed energized parts			
2. Employees do not reach blindly into areas with possible energized parts			
3. Protective shields, barriers, or insulating materials protect employees working in confined spaces with exposed energized parts			
4. Portable lights equipped with proper guards			
5. Explosion-proof fixtures provided in designated areas			
E. CONDUCTIVE MATERIALS			
1. Work practices and insulating materials used to minimize hazard of employee body contact with conductive materials			
2. Portable ladders used around energized parts have non-conductive (non-metal) siderails			
3. Employees prohibited from wearing conductive jewelry or clothing unless insulated to become non-conductive			
4. Drums of flammable solvents grounded in storage areas			
5. Employees trained to carry long, conductive objects in a horizontal position			
6. Conductive cleaning materials prohibited around energized parts unless procedures in place to prevent electrical contact			
	Yes	No	Comments (Required for “No” responses)
F. PORTABLE ELECTRIC EQUIPMENT (Tools and Extension Cords)			
1. Extension cords connected to equipment are not used to raise or lower it			

Attachment: 23 Electrical Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

2. Extension cords not fastened in ways that could damage insulation			
3. Portable equipment inspected before use for defects			
4. Defective or damaged equipment removed from service			
5. Attachment and plugs always match			
6. Attachment plugs and receptacles not connected or altered to prevent grounding			
7. Adapters that interrupt grounding not used			
8. Only electrical equipment and cords approved for use near water or conductive liquids are used in such locations			
9. Employees do not plug or unplug energized equipment with wet hands			
10. Wet or otherwise conductive equipment is handled only with insulating protective equipment			
11. Locking-type connectors properly secured after connection			
G. PERSONAL PROTECTIVE EQUIPMENT			
1. Personal protective equipment appropriate to hazard provided: Non-conductive head protection			
Rubber-soled shoes or boots			
Eye and face protection			
2. Personal protective equipment used where required			
3. Protective equipment inspected periodically and maintained in safe, reliable condition Last inspection date:			
4. Insulated tools and handling equipment used			
5. Ropes and hand lines are non-conductive			
	Yes	No	Comments (Required for “No” responses)
6. Protective shields, barriers, or insulating materials used as protection near exposed energized parts			
7. Barricades and/or attendants used where necessary to prevent or limit employee access to energized parts			

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8. Portable lights equipped with proper guards			
9. Explosion-proof fixtures provided in designated areas			
10. Drums of flammable solvents grounded in storage areas			
11. No employees who are not qualified perform designated electrical work			
12. Affected employees follow safety precautions when working around energized circuits and overhead lines			

Attachment: 23 Electrical Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

COMPRESSED GAS CYLINDERS

Attachment: 24 Compressed Gas Cylinders (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PURPOSE

To establish a procedure for the safe handling and storage of compressed gas cylinders. This procedure applies to all areas where compressed gas cylinders are stored or handled.

The purpose of this policy is to ensure the safety of employees while working around and handling compressed gas cylinders. In addition, the safe handling of gas cylinders will ensure property preservation is maintained.

POLICY

Storage

The number of cylinders to be stored shall be held to a minimum and should be no more than a two-week supply.

All compressed gas cylinders shall be:

a. Stored in a well-ventilated and secure area in accordance with the manufacturer's recommendation.

b. Protected from direct sunlight or areas which may be subjected to rapid temperature variations.

c. Separated into distinct groupings as to contents as well as physical properties. Example: Oxidizers, Flammables, etc. Flammable compressed gas or liquid cylinders shall be separated from oxygen cylinders by a 5-foot-high half-hour firewall or a physical separation of at least 20 feet.

d. Properly labeled for contents and pressure rating before use.

e. Except when in use, all compressed gas cylinders shall be protected from mechanical damage by having valve caps securely in place and strapped or chained to a rigid system to avoid the toppling of the cylinder.

Handling

1. All compressed gas cylinders shall be:

   a. Handled, stored, and used in an upright position or in accordance with the manufacturer's recommendations.

   b. Moved using equipment designed to transport cylinders. If this equipment is not available, the cylinders may be moved by securing the cylinder to the transportation device. Cylinders

shall not be dragged. If the cylinders must be moved by hand, they shall be rolled on their bottom edge.

c. All compressed gas cylinders shall not be dropped or permitted to be upset or strike each other.

2. In the event of a leak, the cylinder shall be moved outside to a well-ventilated area free of ignition sources. Record the defect on the cylinder and inform the supplier immediately of the defect.

3. When in use, all compressed gas cylinders (tanks) shall be:
   a. Secured to prevent falling or being upset.
   b. Used with the proper regulator.
   c. Inspected to ensure that the threads on a regulator or union correspond with those on the cylinders. Do not force connections that do not easily fit.

4. Keep oxygen cylinders and fittings free of solvents, oil, and grease. Do not handle cylinders or fittings with oily hands, gloves, or rags.

5. Open valves and regulators slowly to prevent sudden surges and possible damage to the equipment. In addition, employees shall be instructed to stand to one side of the valves and regulators while they are being opened to avoid possible injury due to valve or regulator failure.
   a. Open acetylene cylinders only three-quarters of a turn. Leave the handle on the valve. This is recommended to allow the valve to be closed quickly in the event of an emergency.
   b. Open other gas cylinders fully, or in accordance with the manufacturer's recommendations.

6. After use, close the regulator valve and slowly bleed the hoses into an approved exhaust hood system. Under no circumstances shall compressed gas regulators remain under pressure after use or while in storage.

7. Welding rig cylinders (oxygen-acetylene) shall have inline check valves installed between each of the hoses and their respective regulators at the torch to prevent flashback.

8. Always close the valve and tag an "empty" cylinder.

INSPECTION

1. Before each use, visually inspect all equipment for wear, cuts, defective valves, and bad hoses.
2. Periodically check for leaks using a soapy solution (no-fat soap).
3. Repair or replace defective equipment before use.

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4. Use of tape to repair leaking hoses is not permitted.
5. Tape used to hold two or more hoses together shall be spaced at 3-foot intervals to allow for inspection of the hoses.
6. See Appendix 1 for detailed handling guidelines.

RECORDKEEPING

Records associated with this program shall be kept in accordance with County record retention policies and its Injury and Illness Prevention Program.

DISCIPLINE

Employees failing to follow this procedure shall be subject to disciplinary action in accordance with County union agreements and its Injury and Illness Prevention Program.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	1740. Storage and Use of Cylinders.	https://www.dir.ca.gov/title8/1740.html
Cal-OSHA	4650. Storage, Handling, and Use of Cylinders.	https://www.dir.ca.gov/title8/4650.html

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APPENDIX I

Attachment: 24 Compressed Gas Cylinders (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

COMPRESSED GAS HAZARDS

Compressed gases are hazardous due to the following characteristics:

- High pressure
- Low flash point for flammable gases
- Some gases have no odor and may be invisible
- Gases diffuse quickly in the atmosphere

Gas Characteristics

Compressed Oxygen

Use caution never to allow oil or grease to get into cylinder openings or regulators or hoses. Compressed oxygen can rapidly oxidize such material and cause an explosion. Use only oxygen service regulators.

Safety

- Always consider compressed gas cylinders to be full and handle them accordingly.
- Never remove or alter cylinder labels or markings.
- Close all cylinder valves when the cylinder is not in use.
- Always use personal protective equipment, including protective clothing, safety glasses, and gloves when handling or using compressed gas cylinders.

Safety Equipment

Most cylinders are equipped with frangible discs, fusible plugs, spring-loaded relief valves, or a combination of these relief devices to prevent explosion of pressurized cylinders when in a fire. Cylinders containing toxic gases do not have such relief devices.

RECEIVING CYLINDERS

Upon delivery, cylinders must have:

- A valve protection cap or collar
- DOT or ICC label
- Date of last cylinder hydrostatic test
- Label identifying the gas

Cylinders shall not be accepted if any of the above is missing.

Cylinders shall be checked for damage upon delivery. If any damage is noted, delivery must not be accepted.

Do not accept cylinders with "color coding," as there is no universally recognized color code scheme for identifying gases.

USAGE

Attaching the Regulator or Service Connection

The proper regulator or connections must always be used. Cylinder fittings are designed to prevent the interface of equipment between gases that are not compatible. Never use adapters to defeat this safeguard. Never force a regulator or service connection to a cylinder. If the fit is not proper, the equipment was not intended for use with the gas.

Activating the Regulator

When the regulator has been secured to the cylinder, turn the delivery-pressure adjusting screw counterclockwise until it turns freely.

Opening the Cylinder Valve

Point the outlet of the cylinder away from yourself and others before opening. Open the cylinder valve slowly until the regulator pressure gauge indicates (low reading may signal a leak). Sometimes the main valve hand wheel cannot be opened by hand. If this happens, tag the cylinder "Valve In-operable" and return it to the vendor. Never use a wrench or other tool to attempt to open a stuck hand wheel unless the vendor supplies a tool for this purpose.

Adjust Delivery Pressure

With the cylinder valve open and the flow control valve closed, set the delivery pressure by turning the delivery-pressure adjusting screw clockwise until the desired pressure is reached.

Flow Control

The regulator sets the gas delivery pressure. Flow control is obtained by adjusting a flow control valve downstream of the regulator. This prevents the sudden release of the cylinder contents. When the work is completed, turn off the cylinder valve first and then the regulator. Pressure gauges should read zero. Use the cylinder valve, not the regulator valve, to turn the gas off.

Gas Mixing

It is illegal to mix gases in a cylinder. Manifolding different gases may cause accidental mixing and contamination. If gases must be manifolded, one-way check valves must be used. Only the manufacturer may refill cylinders.

Attachment: 24 Compressed Gas Cylinders (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Leak Detection

Test cylinder connections and fittings by spraying them with a solution of soapy water. Bubbles indicate a leak. Do not use this test procedure for toxic gases. If a cylinder is leaking, close the main valve and move the cylinder to a well-ventilated area away from all ignition sources. Return it to the supplier immediately.

Storage

1. Compressed gas cylinders shall be stored upright on a level surface, in an area that is well ventilated and dry. The storage area must be located away from ignition sources or sources of excessive heat, such as hot pipes, boilers, open flames, or electrical outlets.
2. Cylinder temperature should never be allowed to exceed 120 degrees Fahrenheit, as temperatures above this may trigger the relief device.
3. Gas cylinders shall not be stored near heat sources, flammable materials, electrical circuits, in traffic areas, or near building fresh air intake ducts.
4. Flammable gas cylinders shall not be stored within 20 feet of oxidants (e.g. oxygen) cylinders. Stored oxygen cylinders shall be separated from flammable gas cylinders by 20 feet or a non-combustible barrier at least 5 feet high.
5. Never store cylinders near elevators, traffic areas, or where objects may fall on them.
6. Cylinders must be chained or strapped in a rack to prevent them from falling. In a fall, a cylinder's valve may be sheared off. The escaping high pressure gas can propel the cylinder at dangerous speeds. Keep protective valve caps on at all times the cylinder is not in use.
7. Tag cylinders when empty and store separately from cylinders containing gas. Cylinders should be considered empty at a pressure of about 25 psi to prevent contamination of the cylinder. Empty cylinders are dangerous and should be handled with the same precautions as full cylinders.
8. Bond and ground all flammable gas cylinders to prevent hazards due to the buildup of static electricity.

Attachment: 24 Compressed Gas Cylinders (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

WELDING SAFETY

PURPOSE

The purpose of this policy is to ensure that employees can safely operate a variety of welding apparatus to connect various metals together.

SCOPE

This policy applies to all employees operating welding equipment. In addition, this policy applies to any employee assisting individuals with welding equipment or working in an area where welding is being performed.

Secondarily, employees responsible for issuing confined space permits shall ensure they are familiar with welding operations to prevent accidents, injuries, or illnesses.

RESPONSIBILITIES

The Risk Manager shall develop and implement a Welding Safety Program to ensure the safe operation of welding equipment and to reduce potential fire exposures. The Risk Manager shall also ensure that department heads have the appropriate knowledge and tools available to implement this program. The Risk Manager is responsible for ensuring appropriate training programs are available to department heads and employees.

Department heads are responsible to ensure that employees comply with this policy. Department heads are also responsible to ensure that all welding operations occurring within their department are appropriate and safe. Department heads shall also ensure that any hot work permits are issued appropriately and that no employees enter confined spaces to perform work without prior permits or training. Department heads will ensure that employees attend training related to this program.

Employees have the responsibility to ensure they attend training on this program. Employees also have the responsibility to ensure they have the proper personal protective equipment (PPE) and don the PPE prior to welding. Employees also have a responsibility to attend training and follow confined space procedures if working in confined spaces. Employees operating welding equipment also have the responsibility to ensure they are protecting employees working within the vicinity of their welding operations. At no time shall employees perform a weld without the appropriate firefighting equipment available to them at the location of the weld.

Attachment: 25 Welding Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

HOT WORK IN OR ON CONFINED SPACES

All welding work performed in confined spaces shall be subject to the Confined Space Policy and hot work permitting. At no time may an employee perform welding in a confined space without first receiving a hot work permit.

HOT WORK

Hot work shall only be performed after positive verification that all explosive, flammable, or otherwise combustible gases have been appropriately purged from the tanker vessel. In addition, all liquids or solids which may be subject to explosion or combustion will also be appropriately removed and neutralized prior to any hot work being performed.

AIRFLOW AND VENTILATION

Active welding can produce toxic fumes known as poisonous plumes. Employees performing welding shall ensure through natural or mechanical ventilation that the appropriate amount of airflow and ventilation is available to remove any hazardous fumes, dusts, or vapors.
Welding stations shall be outfitted with the appropriate welding curtains. Airflow shall be maintained by ensuring that welding curtains have a gap at the bottom and at the top to ensure airflow velocity of 100 lineal feet per minute in the welding zone.

HAZARD COMMUNICATION

As noted above, toxic substances can be generated or existent during welding operations. These come in many forms:

A. Beryllium
B. Cadmium
C. Chromium
D. Fluorides
E. Lead
F. Mercury
G. Zinc
H. Inert-gas metal-arc welding or oxygen cutting of stainless steel

All employees performing welding operations shall receive training and hazard communication. In addition, welding rods and other equipment utilized in the welding process will be subject to the County's Hazard Communication Program. As such, safety data sheets will be maintained on welding

Attachment: 25 Welding Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

materials. Employees shall read and understand the safety data sheet for the materials they are utilizing.

PERSONAL PROTECTIVE EQUIPMENT

Welding presents unique personal protective equipment challenges for employees performing welding operations. As such employees will ensure proper personal protective equipment is utilized during the welding operations. This includes tinted lens shields, leather gloves, leather aprons, leather boots, respirators, and the like.

All employees performing welding operations shall also where fire-resistant clothing and at a minimum all cotton undergarments.

LENS SELECTION

Welding helmets and the appropriate lens shall be selected based on the type of welding being performed and the materials utilized in that weld. At no time shall an employee perform welding without the appropriate welding hood and proper lens. It is important to understand that the intensity of light generated from welding is considered radiation and as such requires specialized lenses. Employees should select lenses based on the below table:

TABLE EP-1--FILTER LENS SHADE NUMBERS FOR PROTECTION AGAINST RADIANT ENERGY

Welding operation	Shade number
Shielded metal-arc welding 1 1/16-, 3/32-, 1/8, 5/32-inch diameter electrodes	10
Gas-shielded arc welding (nonferrous) 1/16-, 3/32-, 1/8-, 5/32-inch diameter electrodes	11
Gas-shielded arc welding (ferrous) 1/16-, 3/32-, 1/8-, 5/32-inch diameter electrodes	12
Shielded metal-arc welding 3/16-, 7/32-, 1/4-inch diameter electrodes	12
5/16-, 3/8-inch diameter electrodes	14
Atomic hydrogen welding	10-14
Carbon-arc welding	14
Soldering	2
Torch brazing	3 or 4
Light cutting, up to 1 inch	3 or 4
Medium cutting, 1 inch to 6 inches	4 or 5
Heavy cutting, over 6 inches	5 or 6
Gas welding (light), up to 1/8-inch	4 or 5
Gas welding (medium), 1/8-inch to 1/2-inch	5 or 6
Gas welding (heavy), over 1/2-inch	6 or 8

Attachment: 25 Welding Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

1-4. Lens Shade Selection Table

Process	Electrode Size in. (mm)	Arc Current in Amperes	Minimum Protective Shade No.	Suggested Shade No. (Comfort)*
Shielded Metal Arc Welding (SMAW)	Less than 3/32 (2.4) 3/32–5/32 (2.4–4.0) 5/32–1/4 (4.0–6.4) More than 1/4 (6.4)	Less than 60 60–160 160–250 250–550	7 8 10 11	-- 10 12 14
Gas Metal Arc Welding (GMAW) Flux Cored Arc Welding (FCAW)		Less than 60 60–160 160–250 250–500	7 10 10 10	-- 11 12 14
Gas Tungsten Arc Welding (TIG)		Less than 50 50–150 150–500	8 8 10	10 12 14
Air Carbon Arc Cutting (CAC-A)	Light Heavy	Less than 500 500–1000	10 11	12 14
Plasma Arc Cutting (PAC)		Less than 20 20–40 40–60 60–80 80–300 300–400 400–800	4 5 6 8 8 9 10	4 5 6 8 9 12 14
Plasma Arc Welding (PAW)		Less than 20 20–100 100–400 400–800	6 8 10 11	6–8 10 12 14

Reference: ANSI Z49.1:2012

* Start with a shade that is too dark to see the weld zone. Then, go to a lighter shade which gives a sufficient view of the weld zone without going below the minimum.

FIREFIGHTING MEASURES

Prior to performing any welding operation, the employee shall ensure that the appropriate firefighting measures are in place and ready to deploy in the event a fire results from the weld. Firefighting measures can include fire extinguishers which should be of the appropriate D class for metals. In addition, ABC fire extinguishers may be required and should be available for nearby objects that may catch fire as a result of welding operations.

All flammable items should be removed from the welding area to ensure that no accidental ignition is created. Where those items cannot be removed such as fixed structures, they may be covered with a fire blanket. Fire blankets may be utilized and placed over items which cannot be removed from the area.

Where serious risks of fire exist, the welding employee shall ensure that a secondary employee acting in a fire watch capacity is at the ready to extinguish any fire that may result.

Attachment: 25 Welding Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

TRAINING

All employees performing welding operations, performing fire watch duties, or assisting with the welding operation shall attend the appropriate welding training. In addition, employees shall attend hazard communication training and fire extinguisher training.

DISCIPLINE

Employees failing to comply with this policy may be subject to disciplinary action in accordance with County union agreements and County policy.

RECORDKEEPING

All records related to this policy will be kept in accordance with the County Record Retention Policy and its Injury and Illness Prevention Program.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	Article 90	https://www.dir.ca.gov/title8/sb7g11a90.html

Attachment: 25 Welding Safety (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

WORKPLACE INJURY AND ILLNESS REPORTING AND MEDICAL TREATMENT

Attachment: 26 Workplace Injury and Illness Reporting (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

PURPOSE

The purpose of this policy is to ensure that employees suffering workplace injuries and illnesses are able to recover quickly and safely return to work with the least amount of impact on their life and their work. Incidents and injuries indicate that we have not successfully completed our mission of providing active community engagement and the efficient delivery of outstanding public services to residents and visitors, even though we may have completed a project or task. This policy also seeks to reduce future incidents to the injured employee as well as all other employees by providing an opportunity to analyze the incident.

Call 9 – 1 –1 immediately in the event of a serious or life-threatening emergency.

POLICY

Employees suffering workplace injuries shall report those injuries to their department head immediately and no later than the end of their shift. Employees suffering workplace illnesses shall report those illnesses to their department head immediately upon their knowledge or diagnosis.
As an example, hearing loss may take several years to develop and therefore may be discovered during the annual audiometric exam. This hearing loss should be reported upon receiving results from the audiometric exam.

Employees reporting workplace injuries and illnesses will be offered medical treatment through the County's Worker's Compensation program. Employees will be required to complete California State worker's compensation paperwork such as the Form 5020 and the DWC –1.

REPORTING INJURIES AND ILLNESSES

Employees shall report injuries and illnesses immediately upon injury or knowledge and no later than the end of the shift to their department head. Failure to report injuries or illnesses may result in discipline in accordance with union agreements and County policies.

1. Fellow employees and department heads shall ensure that medical treatment is offered and/or provided immediately in the event of an injury. (See Medical Treatment section below)

2. The department head shall immediately notify the Risk Manager of the incident or injury by telephone or in-person. (See section below Reporting Incidents to OSHA)
3. The department head shall complete the form 5020 in conjunction with the employee. The department head shall also complete the accident investigation form.
4. The department head will forward the accident investigation form to the Risk Manager and the 5022 to the personnel department no later than the end of the shift in which the incident was reported.
5. The department head will provide the injured employee with the DWC-1 form to complete. Once completed the department head will forward this form to the personnel department.
6. The personnel department will work with the County's Worker's Compensation administrator and/or carrier to report the employee's injury.
7. The personnel department will record injuries and illnesses on the required Cal-OSHA forms 300 and 300A as is required.

REPORTING INCIDENTS TO OSHA

Serious injuries and/or illnesses shall be reported to Cal-OSHA within 8 hours of the incident by the Risk Manager. Serious injuries or illnesses are defined by Cal-OSHA as a fatality, a disfigurement such as a broken bone, an amputation, or admittance to a hospital. Employees and department heads shall report all incidents and injuries to the Risk Manager immediately in person or by telephone to ensure the Risk Manager has ample time to report incidents to Cal-OSHA.

It is important to note that reporting incidents to Cal-OSHA shall trigger a worksite inspection by Cal-OSHA. Department heads and employees should review the County's OSHA inspection policy.

ACCIDENT INVESTIGATION

Workplace incidents will be investigated in accordance with the County's Injury and Illness Prevention Plan. When employees are injured or suffer illnesses due to working conditions or methods, we have not successfully completed our mission, even if a project or task has been completed. In the event that an employee suffers an injury or illness, and to ensure that employees do not suffer future injuries or illnesses, each incident/accident may be investigated by the Supervisor and/or the Risk Manager or Risk Management Office. Accident investigations may include inspecting the accident scene, speaking with the injured employee and witnesses to the accident, inspecting tools and safety equipment, and determining what caused the accident and how to prevent future accidents from occurring.
Since accidents may vary in severity, some accident investigations, but not all, may require formal written reports of the process, findings, and corrective actions taken. These reports will be submitted to the Risk Manager for review.

Attachment: 26 Workplace Injury and Illness Reporting (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

MEDICAL TREATMENT

Medical emergencies can happen at any time and in some cases, the response time can make the difference between life and death. It is therefore the desire of Mariposa County to make sure that anyone injured on the job receives medical attention as soon as possible.

Availability of Services

- Services can be provided by a clinic, hospital, or a physician's office that is in near proximity and is within four minutes of the work site. If outside services are not available within four minutes, the Department must have at least one "appropriately- trained person" on-site. An appropriately trained person is a person who has undergone first aid and CPR training equivalent to the American Red Cross or American Heart Association and should include training in bloodborne pathogens.
- In the event of a serious or life-threatening emergency, 9-1-1 should be called immediately. The "appropriately trained person" should provide immediate medical assistance, including first-aid, while waiting for the ambulance.
- Each site should have an adequate supply of first aid materials. Drugs, antiseptics, eye irrigation solutions, inhalants, medicines, or proprietary preparations shall not be included in the first-aid kits unless specifically approved, in writing, by the County Health Officer.
- The contents of the first-aid kit are to be inspected regularly and the expended items replaced. The regulation also requires that the supplies be "arranged to be quickly found and sanitary." First-aid dressings shall be sterile in individually sealed packages for each item. See Attachment 1 for minimum requirements.
- An eye wash and drench shower (whenever required) must be available where there is the possibility of corrosive material splashes that could come in contact with an employee's eyes or body.

FIRST-AID KITS

First-aid kits may be provided in a variety of locations throughout the County. It is important to understand that the first-aid kits have been approved by the County's medical doctor. These kits should not be modified or contained non-approved items.

Employees administering first aid shall be trained in first aid, CPR, and if applicable AED. At no time should employees provide personal medications to others. In addition, at no time should employees place anything in the mouth of an unconscious person, including water, medications, or other items.

Attachment: 26 Workplace Injury and Illness Reporting (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

The recommended minimum requirements for first-aid kits should include the following:

Item	Size or Volume	Min. Quantity
Absorbent Compress	32 sq. in. with no side smaller than 4 in.	1
Adhesive Bandages	1 X 3 in.	16
Adhesive Tape	3/8 in. X 5 yd.	1
Antiseptic	0.14 oz.	10
Burn Treatment	1.32 oz.	6
Medical Exam Gloves		2 pair
Sterile Pad	3 X 3 in.	4
Triangular Bandage	40 X 40 X 56 in.	1

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	3203	https://www.dir.ca.gov/title8/3203.html

Attachment: 26 Workplace Injury and Illness Reporting (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

MEDICAL SURVEILLANCE PROGRAM

PURPOSE

The purpose of this program is to ensure the safety and health of employees who may utilize certain personal protective equipment and face unique hazards in the workplace through early detection of potential medical conditions which may adversely impact employees.

Examples of those hazards are asbestos, lead, occupational noise, radiation, and hazardous dust nests and fumes.

POLICY

Employees enrolled in County safety programs which require medical evaluations, audiometric testing, or chest x-rays will also be enrolled in the Medical Surveillance Program. Employees will be monitored by the Risk Manager to ensure that baseline, annual, and other testing or evaluation intervals are scheduled by the employee or for the employee.

Employee medical information shall be kept confidential and in accordance with the County's record retention policy, Injury and Illness Prevention Program, and Access to Medical Record Policy.

Groups

Employees in the following categories have been identified and enrolled in the appropriate safety program and Medical Surveillance Program. Below are groups of employees which are enrolled in this program:

1. Employees using respiratory protection and employees performing hazardous waste, landfill or/and emergency response activity or other activities for which Cal/OSHA requires medical surveillance
2. Employees exposed to asbestos
3. Employees exposed to lead
4. Employees exposed to radiation
5. Employees exposed to lead
6. Employees exposed to noise
7. Employees exposed to silica

Attachment: 27 Medical Surveillance (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Fitness for Work Determination

Each of the above programs requires specialized medical evaluations. For example, a respirator may place additional stress on the heart and lungs when in use. To ensure that you are physically capable of enduring this additional stress must complete medical evaluation forms to be reviewed by your physician.

These types of forms can be reviewed online in Cal-OSHA's standards. For the ability to wear a respirator you would need to complete a form similar to Appendix C to Section 5144, OSHA Respirator Medical Evaluation Questionnaire (Mandatory https://www.dir.ca.gov/title8/5144c.html),

The County has developed these forms and will provide those to you prior to the required timeframe for each program your enrolled in. These forms are provided in the following Appendices.

Release Authorization

A medical records release authorization must be signed by each employee in the program authorizing the County Health Officer to release the results of the medical examination to the County Risk Manager for use in relation to the Medical Surveillance Program.

Medical Evaluation

Employees subject to the Medical Surveillance Program must be medically evaluated prior to beginning work and as necessary thereafter. Medical surveillance must be conducted more frequently if required by the physician or per a specific Cal-OSHA standard.

Exposure

Medical evaluations must also be performed after an exposure or suspected exposure to a hazardous substance has occurred, or after an injury.

Implementation

The Medical Surveillance Program must be implemented by the department head, with oversight of the program by the County Risk Manager.

TESTING NOTIFICATIONS

Employees enrolled in the Medical Surveillance Program shall be notified through the use of a variety of methods including email, phone call, and in-person communication to inform them of annual testing or periodic testing requirements.

Attachment: 27 Medical Surveillance (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	5198	https://www.dir.ca.gov/title8/5198.html
Cal-OSHA	1529	https://www.dir.ca.gov/title8/1529.html
Cal-OSHA	5193	https://www.dir.ca.gov/title8/5193.html
Cal-OSHA	5097	https://www.dir.ca.gov/title8/5097.html

Attachment: 27 Medical Surveillance (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

HEALTH AND SAFETY AUDITS AND INSPECTIONS

PURPOSE

The purpose of the Health and Safety Audit and Inspection Program is to ensure safe working conditions for employees while they improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services.

In addition, periodic audits and inspections provide the County with an opportunity to review areas which may not be in routine use.

POLICY

The County will conduct periodic audits and inspections in accordance with the County's injury and Illness Prevention Plan (IIPP). The schedule of audits and inspections will be based on a variety of factors including the nature of the work, frequency of the work, frequency of use of the facilities, number of incidents in those locations, temperature and seasons, as well as priorities established by the County. Ultimately, the schedule of periodic audits and inspections will be under the direction of the Risk Manager.

AUDITS VERSUS INSPECTIONS

To properly understand when you conduct an audit or an inspection, it is important to know the difference between an audit and an inspection. Audits generally document all conditions whether those conditions are compliant or non-compliant. Inspections seek to document only those conditions which are non-compliant or are hazardous and present a safety risk.

Audits are generally low frequency meaning that they are performed at longer intervals (for example, every 3 years) versus an inspection which is considered high frequency and is performed at shorter intervals and more routinely.

It is important to note that the longer the time period between audits and/or inspections typically the greater number of adverse findings. It is for this reason that auditors and inspectors should take plenty of time and also schedule plenty of time to conduct audits and/or inspections.

Attachment: 28 Health and Safety Audits (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

RECOMMENDED TIME FRAMES

The County recognizes that annual frequency or even monthly frequency of audits and inspections may be unrealistic, and therefore assign the Risk Manager to determine the schedule based on a variety of factors. The County does recommend that visual inspection be performed as employees are walking and working in particular areas. This is especially true for public works employees and those employees who perform work at multiple locations and are in the field.

REPORTS

The County recommends utilizing its audit and inspection checklists to ensure common and side-by-side comparison from audit to audit and inspection to inspection. All records of audits and inspections will be kept in accordance with the County's record retention policy. In addition, please note that some inspection reports are not required to be kept if the hazard has been corrected. To reduce paperwork and data storage, the County will not keep records not required of it.

References

Agency	***Section***	***Link***
Cal-Osha	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-Osha	3203	https://www.dir.ca.gov/title8/3203.html
Cal-Osha	1509	https://www.dir.ca.gov/title8/1509.html

Attachment: 28 Health and Safety Audits (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

MARIPOSA COUNTY'S
Cal-OSHA INSPECTION POLICY

If Cal-OSHA arrives at your site:

1. Immediately contact the County Risk Manager at (209) 966-3222.

2. Immediately alert your supervisor to meet the Cal-OSHA representative at your site.

1.0 PURPOSE

This policy explains the steps that Mariposa County employees shall follow in the unlikely event a Cal-OSHA inspection is conducted at your site. This policy has been developed to assist you during the inspection process. Cal-OSHA may arrive at your site for a routine inspection, to investigate an accident, or in response to an employee complaint and may do so at any time and without prior notice.

When working with Cal-OSHA during the inspection/investigation process, Mariposa County staff should always:

- Display a positive and professional image
- Demonstrate the value that safety & health holds at Mariposa County

Attachment: 29 OSHA Inspection Policy (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

2.0 CONTACT THE OFFICE

As soon as you become aware of a Cal-OSHA inspection at your site, immediately contact the County Risk Manager at (209) 966-3222 to notify him of the inspection. Delaying the notification process and/or asking a Cal-OSHA Inspector to wait longer than is truly necessary can result in Cal-OSHA obtaining a warrant to conduct an inspection. A supervisor will respond to your site to assist the Cal-OSHA representative. If a supervisor is not immediately available, you will be advised that you, or another site administrator, should proceed with the inspection.

3.0 THE DO'S AND DON'TS

If you are the person interacting with the Cal-OSHA Inspector, keep these things in mind.

3.1 The Do's

You may and should:

- Ask the Inspector for their name and photo ID
- Take notes
- Be polite, professional & honest (understand that being honest sometimes means politely opting not to answer a question)
- Understand that you are NOT required to answer questions
- You may have a representative with you
- Employees have a right to participate in an interview with Cal-OSHA

3.2 The Don'ts

You should not do the following:

- Admit guilt or responsibility for an alleged violation
- Lie or deliberately deceive the Inspector
- Volunteer information (keep any answers short & concise)
- Leave the Inspector to wander your work area by themselves
- Interfere with the Inspector or the inspection process

Attachment: 29 OSHA Inspection Policy (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

4.0 PARTICIPATE IN THE OPENING CONFERENCE

Upon arrival at the site, the Cal-OSHA Inspector should ask to meet with the Site Administrator (if one is present); however, they may ask for any person in charge at the site. At that time you can explain that Mariposa County has an Inspection Policy which requires you to notify the Risk Manager. At this time you should ask the Inspector to wait in the main office and place a call to the County Risk Manager.

After introductions, the Inspector will hold an Opening Conference. The Opening Conference is held to explain the purpose of the visit and the scope of the inspection. While the Cal-OSHA Inspector cannot reveal employee names or sensitive information which would identify an employee, the Inspector MUST state the purpose and the scope of the inspection.

It is imperative that the County Risk Manager attend this Opening Conference to discuss the nature and scope of the visit and possible inspection.

5.0 THE INSPECTION TOUR

In the event that the Risk Manager cannot attend the inspection, you may be asked to lead the Cal-OSHA Inspector to various areas of the site. Show the Inspector only what they want to see in your area as it relates to the purpose and scope of the inspection. If they are only interested in surveying a particular area, operation, piece of equipment or process, take the Inspector directly to that area. If they are there for a specific reason, stay focused on that reason and direct the Inspector only to areas that have to do with that purpose and scope of their inspection.

For example, if a chemical incident has occurred in the shop, the Inspector should have no reason or purpose to visit the office, warehouse, or auto yard – take them directly to the shop.

Whenever possible, you should accompany the Cal-OSHA Inspector wherever they go on the County grounds or in facilities. If a second Mariposa County staff member is available, ask them to walk with you also. You should also take a pen, paper, and a camera (if available) to document the inspection process and any potential hazards or dangerous conditions the Inspector points out.

There are certain areas (such as confined spaces) which require specific safety training. Neither you nor the Inspector should enter these areas unless you have been trained to do so and have the appropriate safety equipment with you. If the Inspector identifies a hazard or dangerous condition, you should attempt to immediately correct any problems or hazards that you are qualified to correct. This can include anything that the Inspector may point out. When correcting a hazard or dangerous condition do so without admitting guilt or taking responsibility for the hazard.

Remember that you are not required to make any statements to the Cal-OSHA Inspector; however, any statements you do make will become part of the inspection documentation and could be used in the Cal-OSHA Hearing. If you do make statements, consider using general statements like, *"I understand your concern" or "I hear what you are saying" or "I will make a note of it and report it to my supervisor."* If you do not understand something the Inspector has pointed out, or a question, politely ask the Inspector to further explain the question or information.

Attachment: 29 OSHA Inspection Policy (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Please note that Mariposa County can still be cited for alleged hazards that you correct during the inspection process, but the monetary penalty may be reduced where your "good faith" is shown. Do try to explain any efforts that have been made to control, correct, or eliminate the alleged hazards and dangerous conditions.

6.0 CLOSING CONFERENCE

Following the inspection, the Inspector should conduct a Closing Conference to discuss the results of the inspection and any next steps. If you assisted the Cal-OSHA Inspector with the inspection, make sure that you are in attendance for the closing conference. This will be the last time to document and verify statements that were made to the Inspector during the inspection process. Cal-OSHA has up to 6 months to issue citations and generally will not inform you beforehand if a citation will or will not be issued. Assume that a citation will be issued and refrain from admitting guilt or that a condition is a true hazard.

At this time the Inspector may issue you a "Request of Documents" form. This form lists out any documents that the Cal-OSHA Inspector wants to review. This form should be immediately forwarded to the County Risk Manager as Mariposa County only has 10 days to respond to the document. Failure to respond to the document within the timeframe will result in a citation being issued against Mariposa County.

7.0 FOLLOWING THE INSPECTION

Following the inspection, you should document everything that occurred and make any additional notes that you would like to at that time. You can use the Cal-OSHA Inspection Information form attached below. Your documentation will assist Mariposa County in correcting any hazards and dangerous conditions, and in its response to Cal-OSHA. You should make copies of your inspection notes, photographs and any documents you received from the Inspector and send it immediately to the County Risk Manager.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	3203	https://www.dir.ca.gov/title8/3203.html
Cal-OSHA	1509	https://www.dir.ca.gov/title8/1509.html

Attachment: 29 OSHA Inspection Policy (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

CAL-OSHA INSPECTION INFORMATION FORM

Employee Name:_____ Site Name:_____

2nd Employee Name (if applicable):_____

Inspector Name and Badge Number:_____

Date of Inspection:_____ Time of Inspection:_____

Did the Inspector leave a "Request for Documents" form: Yes or No

Reason for Inspection:

_____

_____

_____

_____

What areas did the Inspector visit:

_____

_____

What alleged hazards were identified by the Inspector:

_____

_____

Were any of the alleged hazards corrected at the time of the inspection:

_____

_____

_____

_____

Did you document the inspection with photographs:

_____

_____

Additional Comments or Information:

_____

_____

_____

_____

Send form immediately to the County Risk Manager

Adopted ____/23 with Res. 2023-_____

Attachment: 29 OSHA Inspection Policy (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

JOB HAZARD ANALYSIS

PURPOSE

Job hazard analysis is a process by which particular duties, projects, or jobs are analyzed to determine the particular safety risks inherent in the particular job analyzed and how those risks can be controlled. Job hazard analysis can be conducted for routine daily activities such as working at a desk, or they can be conducted for one-time projects such as an excavation to install new water mains.

The purpose of the job hazard analysis is to establish what types of safety procedures including personal protective equipment may be necessary in order to protect the safety of employees. This is particularly important if you are a new employee or starting a new job duty for the first time. The job hazard analysis will provide you with a baseline of risks involved with the task, so that you may protect yourself against those. It is important to understand that while the job hazard analysis will look at all potential safety risks, there may be risks that are unanticipated or develop as the project progresses. As such, the job hazard analysis should be updated to include those newly identified risks.

The County has performed job hazard analysis on many duties, jobs, projects, and tasks throughout the county. Those particular job hazard analyses can be found at the website address **XXXX**. You should take the time to review these job hazard analyses as they relate to your particular assignments.

CONDUCTING A JOB HAZARD ANALYSIS

Job hazard analysis can be conducted in a variety of manners. The County utilizes a multi-prong approach to conducting a job hazard analysis. The first is always the review by the Risk Manager, and the second review is with front-line employees to discuss potential safety risks.

The specifics of job hazard analysis will be dependent upon the magnitude of the job and the commonality of the job. Job hazard analysis may require discussion with project managers as to the specific steps of the project as well as discussing with front-line employees the specific steps in a task to complete the project steps.

Anyone completing a job hazard analysis on behalf of the County shall be qualified and/or competent in the safety procedures for that job. As an example, conducting a job hazard analysis on moving HVAC units to a roof with the use of the crane would require the person conducting the job hazard analysis to be qualified or competent in crane safety. The same holds true for analyzing the hazards involved with permit-required confined spaces.

Attachment: 30 Job Hazard Analysis (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

Step 1: Select the Job

In selecting jobs to be analyzed and in establishing the order of analysis, the following factors should be considered. They are listed in order of importance.

- Occurrence of injuries: Jobs that have produced an incident or accident trend or death during the past three years shall be analyzed.

- Frequency of Accidents: Jobs that repeatedly produce accidents (trends) are candidates for a job safety analysis (JSA). The greater the number of accidents associated with the job, the greater its priority for a JSA. Subsequent injuries indicate that preventive action taken prior to their occurrence was not successful.

- Potential Severity: Some jobs may not have a history of accidents but may have the potential for severe injury or property damage. The greater the potential severity, the greater its priority for a JSA.

- New Jobs or a Change in a Job: New operations created by changes in equipment or processes obviously have no history of accidents, but their accident potential should be fully appreciated. A JSA shall be made on every new job with potential hazards. Analysis should not be delayed until an accident or incident occurs.

Step 2: Perform the analysis

The supervisor/PI responsible for the job/task should perform the JSA using the JSA Worksheet (JSA-1-00). The supervisor/PI shall conduct the JSA with the help of employees who regularly perform the task. The job being analyzed should be broken down into a sequence of steps that describe the process in detail.

Avoid two common errors:

- Making the breakdown too detailed so that an unnecessarily large number of steps result
- Making the job breakdown so general that the basic steps are not distinguishable

As a rule, the JSA should contain less than 12 steps. If more steps are needed, the job should be broken into separate tasks.

JSAs involve the following steps:

- Selecting a qualified person to perform the analysis
- Briefing the employee demonstrating the task on the purpose of the analysis
- Observing the performance of the job and breaking it into basic steps

Attachment: 30 Job Hazard Analysis (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

- Recording and describing each step in the breakdown
- Reviewing the breakdown and description with the person who performed the task

Select an experienced, capable, and cooperative person who is willing to share ideas. They should be familiar with the purpose and method of a JSA. Sometimes it is difficult for someone who is intimately familiar with a job to describe it in detail. Reviewing a completed JSA before conducting one will help illustrate the terminology and procedure to be followed.

Review the breakdown and analysis with the person who performed the job to ensure agreement of the sequence and description of the steps. Variations of routine procedures should also be analyzed. The wording for each step should be with action words such as "remove," "open," or "lift."

Step 3: Identify Hazards

Hazards associated with each step are identified. To ensure a thorough analysis, answer the following questions about each step of the operation:

- Is there a danger of striking against, being struck by, or otherwise making injurious contact with an object?
- Can the employee be caught in, by, or between the objects?
- Is there a potential for a slip or trip? Can someone fall on the same level or to another?
- Can employees strain themselves by pushing, pulling, lifting, bending, or twisting?
- Is the environment hazardous to one's health (toxic gas, vapor, mist, fumes, dust, heat, or radiation)?

Using the Form JSA 1-00, document hazards associated with each step. Check with the employee who performed the job and others experienced in performing the job for additional ideas. A reliable list may be developed through observation and discussion.

Step 4: Develop Solutions

The final step in job safety analysis is to develop a safe, efficient job procedure to prevent accidents. The principal solutions for minimizing hazards that are identified in the analysis are as follows:

- Find a new way to do the job. To find an entirely new way to perform a task, determine the goal of the operation and analyze the various ways of reaching this goal. Select the safest method. Consider work-saving tools and equipment.

Attachment: 30 Job Hazard Analysis (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

- Change the physical conditions that create the hazard. If a new way to perform the job cannot be developed, change the physical conditions (such as tools, materials, equipment, layout, and location) to eliminate or control the hazard.
- Change the work procedure to eliminate the hazard. Investigate changes in the job procedure that would enable employees to perform the task without being exposed to the hazard.
- Reduce the frequency of its performance. Often a repair or service job has to be repeated frequently because of another condition that needs correction. This is particularly true in maintenance and material handling. To reduce the frequency of a repetitive job, eliminate the condition or practice that results in excessive repairs or service. If the condition cannot be eliminated, attempt to minimize the effect of the condition.

Reducing the number of times a job is performed contributes to safer operations only because the frequency of exposure to the hazard is reduced. It is, of course, preferable to eliminate hazards and prevent exposure by changing physical conditions or revising the job procedure, or both.

In developing solutions, general precautions such as "be alert," "use caution," or "be careful" are useless. Solutions shall precisely state what to do and how to do it. For example, "make certain the wrench does not slip or cause loss of balance" does not tell how to prevent the wrench from slipping. A good recommendation explains both "what" and "how." For example, "set wrench jaws securely on the bolt. Test its grip by exerting slight pressure on it. Brace yourself against something immovable, or take a solid stance with feet wide apart, before exerting slow steady pressure." This recommendation reduces the possibility of a loss of balance if the wrench slips.

If a job or process is changed dramatically, it should be discussed with all personnel involved to determine the possible consequences of the changes. Such discussions check the accuracy of the JSA and involve personnel in an effort to reduce job hazards.

REFERENCES

Agency	***Section***	***Link***
Cal-OSHA	Title 8	https://www.dir.ca.gov/samples/search/query.htm
Cal-OSHA	3203	https://www.dir.ca.gov/title8/3203.html
Cal-OSHA	1510	https://www.dir.ca.gov/title8/1510.html

Attachment: 30 Job Hazard Analysis (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

JOB HAZARD ANALYSIS FORM JSA-1-00

Mariposa County job hazard analysis	Date	Job	
	Title of Person doing job	Supervisor	Analysis by
Department	Location	Reviewed by	
Required and/or recommended personal protective equipment		Approved by	

Sequence of basic job steps	Potential safety risks, hazards and/or accidents	Recommended safe job procedures

Attachment: 30 Job Hazard Analysis (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

SAFETY AND HEALTH ORGANIZATION LISTING

Below is the contact information for the County Risk Manager:

Phone: (209) 966-3222

In addition, an updated list of the Department Heads and the Department Safety Representatives can be found by visiting our intranet website: **mariposacounty.org**

If at any time you need immediate assistance in determining who your Department Safety Representative is, please contact the County Risk Manager at the above number.

Attachment: 31 Safety and Health Org Listing (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

ELEVATED WORK GUIDE

GENERAL

Falls from elevations should be prevented by using guardrails, body harnesses, railings, toe boards, and safety nets.

GUARDRAILS

A. Guardrails consist of a top rail and mid rail. A toe board (at the bottom 6 inches of the scaffold) is necessary to prevent material and tools from falling on people below.

B. For temporary guardrails, such as on scaffolding, the top rail should be of solid material (e.g., pipe, wood, angle iron). Rope may not be used as a top rail. The mid rail may be solid or be taught chain or wire rope.

C. When guardrails are not installed, employees must use a full body harness.

BODY HARNESS

For all work requiring fall protection, employee shall utilize a full body harness. The full body harness shall meet Cal-OSHA and ANSI standards. The body harness should be inspected prior to utilization. Body harness is that are ripped, torn, damaged, expired, have the fall indicator exposed, or otherwise would compromise the safety of the individuals shall be replaced immediately and prior to doing work requiring full body harness.

A. Employees should always inspect their harness prior to use.

B. Employee should properly calculate their weight along with their clothing weight and their tool weight when determining whether the harness is capable of supporting them.

RAILINGS

A. Railings consist of a top rail, intermediate rail, posts, and toe boards.

    1. The top rail must be approximately 42 inches high and the intermediate rail approximately halfway between the top rail and the floor.

Attachment: 32 Elevated Work Guide (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

2. Railing is required on all exposed sides of stair openings, ladder-ways, skylights, and holes in grade or floors.

3. Railings are required when there is a drop of more than four feet from open-sided floors, platforms, catwalks, and walkways.

4. All walkways and platforms adjacent to tanks or equipment must have railings.

5. Hinged covers are permitted where traffic across an opening precludes the use of railing. This includes staircase openings, hatchways, chutes, pits, and trap doors.

6. Unhinged covers with no slots or holes greater than one inch may be used on manholes.

TOE BOARDS

A. Toe boards are required around ladder-ways, hatches, open-sided floors, platforms, and catwalks where objects might fall or roll off.

B. A standard toe board is at least four inches high with not more than a one-inch clearance between the toe board and the floor. It may be solid or with holes or slots that do not exceed one inch in the greatest dimension.

WALL OPENINGS

Wall openings where there is a drop of more than four feet must be guarded by a rail, fence, door, or equivalent barrier. The guard may be removable if it can be easily replaced or may be hinged. A removable toe board is required if there is a danger from falling objects to persons below.

HANDRAILS

Flights of stairs having four or more risers must be equipped with a handrail 30 to 34 inches high. If the stairway is unenclosed, handrails are required on both sides.

Attachment: 32 Elevated Work Guide (RES-2023-124 : Adopt County-Wide Safety and Loss Prevention Manual)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-125

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Appoint Sheila Baker as Local Mental Health Director

RECOMMENDATION AND JUSTIFICATION:
Appoint Sheila Baker as Local Mental Health Director Pursuant to Welfare and Institutions Code Section 5607, Effective Immediately

Sheila Baker is the current Deputy Director of Behavioral Health and Recovery Services (BHRS) at Mariposa County Health and Human Services Agency. Local Mental Health Director is a job requirement included in the Mariposa County Health Services Division. The job description is attached to the Board item, amended and approved March 3, 2021 by the Board of Supervisors. California Code of Regulations, Title 9, Section 620 details the State requirements for Local Mental Health Director.

The selection process of Local Mental Health Director is required by WIC 5604.2(a)(6) to have the Behavioral Health Board "review and make recommendations on applicant/s for the appointment of a local director of mental health services." The Behavioral Health Board considered a letter of intent dated January 4, 2023 at the February 1, 2023 meeting and approved Sheila Baker for the position, which is attached to the board item, and as evidenced by their minutes which are attached to the Board item.

Sheila Baker is qualified to serve in this position as required in California Code of Regulations Title 9, Section 620(f). With more than 22 years of experience in the Health and Human Services fields. Sheila has served at multiple levels in Health and Human Services related programs, including protective services, youth services, adults & aging, emergency response, crisis management and as a licensed marriage and family therapist holding several managerial positions within behavioral health services. She holds a Masters of Clinical Psychology Degree from California State University, as evidenced by Sheila's resume which is attached to the Board item. She has dedicated her career to providing direct services, administrative oversight, and her education and experiences have prepared her to service in this capacity for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board advises the California Department of Health Care Services of the appointment of a Local Mental Health Director, and submits this for approval, pursuant to WIC 5607 "The local mental health services shall be administered by a

local director of mental health services to be appointed by the governing body.”.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Action must be taken to recommend to the Department of Health Care Services a new Local Mental Health Director.

FINANCIAL IMPACT:
Please add financial impact information

ATTACHMENTS:
WIC Section 5607 (PDF)
S.Baker Resume (PDF)
Deputy Director Job Description (PDF)
CCR Title 9 Section 620 (PDF)
S. Baker Letter of Intent 1.4.2023 (PDF)
2.1.2023 BHB Minutes Draft (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

WELFARE AND INSTITUTIONS CODE

Section 5607

5607. The local mental health services shall be administered by a local director of mental health services to be appointed by the governing body. He or she shall meet such standards of training and experience as the State Department of Health Care Services, by regulation, shall require. Applicants for these positions need not be residents of the city, county, or state, and may be employed on a full or part-time basis. If a county is unable to secure the services of a person who meets the standards of the State Department of Health Care Services, the county may select an alternate administrator.

(Amended by Stats. 2012, Ch. 34, Sec. 119. (SB 1009) Effective June 27, 2012.)

Attachment: WIC Section 5607 (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

SHEILA D. BAKER

Mariposa, CA 95338
559-676-6331
sbaker@mariposacounty.org

SUMMARY

Deputy Director highly effective at collaborating with internal and external stakeholders to achieve goals, direct and supervise staff and managers providing mental health and recovery services; represent agency activities; programs and services with community partners and other government agencies; oversee clinical, financial and administrative aspects of agency operations; perform special assignments and related work as required.

SKILLS

- Interpret, analyze and apply pertinent federal, state and local laws, rules, relations, policies and procedures and standards.
- P{lan, coordinate and manage behavioral health services programs.
- Select, train, supervise and evaluate the work of subordinate staff.
- Establish and implement clinical standards and program policies.
- Prepare and administer program budgets and strategic plans.
- Monitor and manage contracts for services.
- React quickly and calmly in emergency situations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Respond to and resolve citizen, client or community inquiries, requests for assistance, and complaints or grievances.

EXPERIENCE

MARIPOSA COUNTY HEALTH & HUMAN SERVICES

Mariposa , CA

Deputy Director Behavioral Health 09/2021 to Current

- Over the last 22 years, I have served at multiple levels in Human Services of Mariposa County, including youth services, family services, adult & aging, protective services, mental health crisis management, clinical interventions, supervising staff and managers. In my current role as Deputy Director of Behavioral Health & Recovery Services, I plan, manage and evaluate the services and contracts administered within the Behavioral Health branch of the Health Services Division. This includes programs regarding children and family services, adult services, recovery services of substance use disorders, and crisis management within a Systems of Care (SOC) model for engaging with clients, families, community partners, community members, and internal staff.
- My current role also includes to oversee the coordination and integration of clinical services within the agency, and assist in setting clinical standards; to assist in ensuring all programs are delivered according to professional standards of state and federal guidelines; to supervise and evaluate the work of subordinate staff; and to perform related duties and responsibilities as required. I receive direction from the Health Services Director and the Health & Human Services Agency Director
- Essential functions of my job responsibilities include selecting, training, supervising and evaluating the performance of support personnel; providing advice and assistance as needed; and implementing disciplinary processes as necessary.
- Further my role includes analyzing and implementing programs to meet local behavioral health needs. For example, effective July 1, 2021, I led a Steering Committee to plan and implement a new program for Mariposa County, Assisted Outpatient Treatment.
- I assess the current service delivery systems; develop and make recommendations for improvement as needed. I work cooperatively with other managers in the Agency that also share working within a SOC approach. .

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY

Mariposa, CA

Program Administrator 04/2020 to 09/2021

- Within the role for Program Administrator of Adults SOC, I attended planning meetings for implementation of the Agency SOC, supervised multiple Behavioral Health supervisors with 17 staff members, I was a leader within the BHRS branch as there were vacancies at the Deputy Director and Division Director levels. I evaluated the performance of personnel by providing advice and assistance as needed, implemented disciplinary processes

Attachment: S.Baker Resume (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

as necessary. I also responded to natural disasters as necessary (i.e., fire/flood/PSPS/Covid-19). I oversaw the Adverse Childhood Experiences (ACEs) Aware grant, worked after hours duties along side supervisors that reported to me. I worked other duties and responsibilities as assigned.

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY
Mariposa, CA

Social Worker Supervisor II 06/2011 to 04/2020

- As a SW Supervisor II in Mariposa County Human Services Division, I supervised Adult programs, Child Welfare Services (CWS) emergency, and the Emergency Response Unit which included behavioral health crisis management, adult protective services (APS) and CWS immediate response to child neglect and/or abuse. I also supervised the state Medi-Cal program In-Home Supportive Services (IHSS), Public Authority (PA), and Public Guardian/Conservators Office (PG/PC). During this time as Supervisor, I attended state and regional meetings regarding above programs to maintain a leading role in County efforts to implement most current program information into practice. Collaborated with community partners on a regular basis to ensure quality service to all clients. Further, I was a lead for the Mariposa County Coalition for the Elder Empowerment Against Abuse over a three year period. I was relied upon for my skills to manage others during natural disasters (i.e., fire, flood, PSPS and Covid-19). I was a strong team player. Duties also included supervising after hours on a weekly rotation schedule, other duties and responsibilities as required.

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY
Mariposa, CA

Social Worker IV 11/2008 to 06/2011

As a Social Worker IV, I responded to APS abuse reports of self neglect and abuse by others in the field and completed investigation with Law Enforcement (LE) and the District Attorneys Office. During the years as an Emergency Response employee working within the ER Unit, I responded in the field to resolve matters with both APS and BH clients. This included field work with LE, writing 5150s for BH clients and completing the placement process into acute psychiatric care facilities for clients that met criteria for harm to self, others, and gravely disabled. I also worked after hours shifts and other duties as assigned.

EDUCATION AND TRAINING

MASTER OF SCIENCE: CLINICAL PSYCHOLOGY 06/1999
California State University , San Bernardino, CA

BACHELOR OF SCIENCE: PSYCHOLOGY 06/1997
California State University, San Bernardino, CA

CERTIFICATIONS

- Licensed Marriage and Family Therapist #42168
- California Board of Behavioral Sciences

Attachment: S.Baker Resume (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

County of Mariposa

DEPUTY DIRECTOR

DEFINITION

The Deputy Director of the Health and Human Services Agency (Agency) is an executive management level position that reports to the Director of Health Services; the Director of Human Services or the Director of Administrative Services. Incumbents are responsible for the overall administration of a branch or for delegated elements of overall departmental operations, finance or administration. Responsibilities include oversight of complex programs, meeting benchmarks and mandated targets/performance outcomes. Incumbents provide organizational leadership through changing technologies, initiatives, and legislative mandates. This position is a key advisor to the Division Directors and acts for the Division Director within delegated authorities. A professional license and/or certification is desirable in some positions in this class. A strong commitment to public service is also desirable.

DISTINGUISHING CHARACTERISTICS

Deputy Director – Administration

Administration Branch - As part of the Agency reporting to the Division Director of Administrative Services, plans, implements and oversees budgets, contracts, and technical services across the Agency. The Administration Branch assumes responsibility for overall development, coordination and management of fiscal and management systems and forecasts, in consultation with services Divisions, the resources needed for effective service delivery to the community.

This Branch also assists the Division Director with public health emergency response policy and preparedness development, staff development and training, and oversees program integrity operations to monitor compliance across programs throughout the Agency.

The Branch includes programs and units such as: Fiscal, Information Technology, Contract Management, Staff Development and Program Integrity.

Deputy Director - Adult and Aging

Adult and Aging Branch - As part of the Agency reporting to the Division Director of Human Services, the Adult and Aging Branch provides a variety of services to residents of Mariposa County with a focus on administering programs to serve and protect vulnerable and older adults.

The primary mission of this Branch is to promote the safety, well-being and stabilization of vulnerable adults, seniors and veterans.

The Branch includes programs and units such as: Adult Protective Services, Senior Services, Veterans Services, In-Home Supportive Services, Energy Assistance Programs, Housing and Homeless Assistance and Homeless Shelter Operations.

Attachment: Deputy Director Job Description (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

Deputy Director - Behavioral Health and Recovery Services

Behavioral Health and Recovery Branch - As part of the Agency reporting to the Division Director of Health Services, provides mental health and substance use disorder services to adults and children throughout the County. Staff within this Branch work in multiple settings including, but not limited to County offices, client homes, emergency departments, the County jail, schools and non-profit agencies. The Branch holds multiple contracts with psychiatric inpatient units, residential treatment facilities, private providers, and non-profit agencies.

The primary mission of this Branch is to promote and improve the health and wellness of the residents of Mariposa County.

The Branch includes programs and units such as: Crisis Response, Adult and Children's Mental Health Services, Psychiatric Services, Wellness Center, Substance Use Disorder Outpatient Services, Drug Court and Behavioral Health Court, and Restoration of Competency.

Deputy Director - Public Assistance Branch

Public Assistance Branch – As part of the Agency reporting to the Division Director of Human Services, plans, implements and oversees a spectrum of programs and services designed to move people from public assistance to independence. Through County-wide outreach and community engagement, this Branch administers a variety of programs for residents both with and without minor children.

The Branch's primary mission of fostering self-sufficiency among those it serves touches every facet of daily life from employment, housing and health care to transportation, education and child care.

The Branch includes programs and units such as: Employment Services, CalLearn, CalWORKs, CalWORKs Housing Support Program, CalFresh, Medi-Cal, General Assistance and SSI Advocacy programs.

Deputy Director - Public Health

Public Health Branch – As part of the Agency reporting to the Division Director of Health Services, administers a variety of programs to support the overall health and well-being of County residents. This Branch provides information, education and consultation on matters related to the prevention, diagnosis and treatment of diseases and conditions of public health significance. The Branch additionally promotes and participates in activities to support the overall improvement of Social Determinants of Health.

The Branch is responsible for achieving and maintaining accreditation through the Public Health Accreditation Board and addressing all standards and measures associated with accreditation.

The Branch includes programs and units such as: community health and clinic services such as California Children's Services, Maternal and Child Health, Immunizations and the SAFE

Attachment: Deputy Director Job Description (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

Program; Public Health Emergency Response, Health Education, such as Nutrition and Tobacco Programs; and Environmental Health.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from an assigned Division Director or the Agency Director.

Exercises direct and indirect supervision over supervisory, professional, technical and clerical personnel.

EXAMPLES OF ESSENTIAL FUNCTIONS

Duties may include, but are not limited to (for all assignments):

Oversee and coordinate the fiscal management, personnel management, program planning and evaluation functions of the assigned area of responsibility.

Develops and implements goals, objectives, policies, procedures and work standards for assigned divisional areas.

Assures services are delivered to program participants in a timely, efficient and effective manner and in compliance with federal, state and local laws.

Works cooperatively with other department and division leaders to effectuate the integrative and interdependent elements of the Agency's systems of care.

Plans, organizes, coordinates and directs assigned areas in establishing performance standards for quality timeliness, communicating goals and performance expectations, and ensuring conformance to established policies and procedures.

Assesses service delivery and communicates these findings to the Division and Agency Director; implement changes to improve efficiency and service quality; maximize effectiveness of programs operations, and ensure alignment with the Agency's vision and mission.

Supports the Division Director in the administration of the Branch's budget; forecasts the need for additional funds for staffing, equipment, materials and supplies; monitors operations in order to ensure the accomplishment of objectives within budget restrictions.

Serves as a technical expert by providing consultation regarding programs, legal or policy matters to entities such as County department managers or administrators, Board of Supervisors, advisory boards and advocacy groups.

Ensures that all services are coordinated with programs and services provided by other Agency Branches, and related state and federal programs.

Establishes, facilitates and maintains effective communication between professional, clinical and technical staff, including managers and staff in other local, state and federal agencies.

Attachment: Deputy Director Job Description (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

Responds to and resolves citizen, client or community inquiries, requests for assistance, and complaints or grievances.

Reviews compliance of programs and performance reports; and develops methods for improving staff and program performance.

Conducts public speaking events with the goal of outreaching to and engaging community partners and stakeholders.

Selects, supervises, trains and evaluates subordinate supervisory, professional, technical and clerical personnel.

Assists in the development and management of Branch goals, objectives, and policies to meet the Agency's and County's strategic direction.

Implements, updates, and maintains the Branch's policies and procedures, and advises the Division Director on needed revisions and changes.

EMPLOYMENT STANDARDS *(for all assignments)*
Knowledge of:
Administrative principles and methods, including policy implementation, goal setting, program development and administration, and personnel management.

Budget development and administration.

Health and human services programs related to assigned area of service.

Governmental organizational structures.

Social, political and economic issues influencing area of responsibility.

Available public and private community resources.

Principles and practices of conflict resolution.

Ability to:

Analyze and resolve complex administrative problems and negotiate effective solutions among diverse interests.

Exercise sound independent judgment within general policy guidelines.

Establish and maintain effective working relationships with a large and diverse group of people encountered in the course of the work.

Attachment: Deputy Director Job Description (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

Monitor the activities in multiple programs or functions to ensure all activities are consistent with established policies and procedures and the mission of the Agency.

Delegate work assignments and appropriate level of responsibility to employees in order to ensure the completion of work assignments and projects.

Read and understand complex written materials, such as laws, proposed legislation, policies, and reports in order to interpret, explain and apply.

Communicate verbally, in person or by telephone, clearly and concisely with a variety of audience on a variety of matters.

Write to ensure effective and clear communication and proper composition of reports, correspondence, email, and other written communication.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; travel to regional and statewide meetings is necessary.

TYPICAL PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATIONS

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

Possession of a Bachelor's degree from an accredited college or university in a management field such as public administration, business administration, or health services administration; or in a related human service field such as social work, psychology, mental health, public health, health sciences, or sociology; or a closely related health field such a life sciences or physical sciences. A Master's degree is desirable.

For the Deputy Director of Behavioral Health and Recovery Services:
A Master's Degree in social work, psychology, marriage and family therapy or a related field is required.

And

Attachment: Deputy Director Job Description (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

Four (4) years of experience managing a major organizational unit or program within the field of human services delivery or human services administration with responsibilities for planning, directing, and controlling the activities of subordinate staff; and including program development and management, budget preparation and administration, development of policies and procedures, and supervision and evaluation of staff.

Additional Requirements:
May require possession of a specific license to perform and/or oversee clinical functions in the State of California.

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

Must have the ability to pass the California State Department of Justice fingerprinting clearance.

Must pass a pre-employment physical.

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

Created: 6/2019 (B/S Res. 19-373)

Attachment: Deputy Director Job Description (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

9 CCR § 620

§ 620. Director of Local Mental Health Services.

Where the Local Mental Health Director is other than the local health officer or medical administrator of the county hospital, he or she shall be one of the following:

(a) A physician and surgeon licensed in the State of California showing evidence of having completed the required course of graduate psychiatric education as defined in Section 623 to be supplemented by an additional period of two years of training or practice limited to the field of psychiatry, one year of which shall have been administrative experience.

(b) A psychologist who shall be licensed in the State of California and shall possess a doctorate degree in psychology from an institution of higher education. In addition, the psychologist shall have had at least three years of acceptable clinical psychology experience, two years of which shall be administrative experience.

(c) A clinical social worker who shall possess a master's degree in social work or higher and shall be a licensed clinical social worker under provisions of the California Business and Professions Code, and shall have had at least five years mental health experience, two years of which shall have been administrative experience.

(d) A marriage, family, and child counselor who shall have a master's degree in an approved behavioral science course of study, and who shall be a licensed marriage, family, and child counselor and have received specific instruction, or its equivalent, as required for licensure on January 1, 1981. In addition, the marriage, family, and child counselor shall have had at least five years of mental health experience, two years of which shall have been administrative experience. The term, specific instruction, contained in Sections 5751 and 5751.3 of the Welfare and Institutions Code, shall not be limited to school, college, or university classroom instruction, but may include equivalent demonstrated experience in assessment, diagnosis, prognosis, and counseling, and psychotherapeutic treatment of premarital, marriage, family, and child relationship dysfunctions.

(e) A nurse who shall possess a master's degree in psychiatric or public health nursing and shall be licensed as a registered nurse by the Board of Registered Nursing in the State of California, and shall have had at least five years mental health experience, two of which shall have been administrative experience. Additional post-baccalaureate experience in a mental health setting may be substituted on a year-for-year basis for the educational requirements.

(f) An administrator who shall have a master's degree in hospital administration, public health administration, or public administration from an accredited college or university, and who shall have at least three years of experience in hospital or health care administration, two of which shall have been in the mental health field. Additional qualifying experience may be substituted for the required education on a year-for-year basis with the approval of the Department.

Attachment: CCR Title 9 Section 620 (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

Mariposa County
Health & Human Services Agency

Behavioral Health Board of Mariposa County
Post Office Box 99
Mariposa, California 95338
(209) 966-2000

January 4, 2023

To whom it may concern;

I respectfully submit this letter for consideration of the position Local Mental Health Director for Mariposa County. I currently hold the position of Deputy Director for Behavioral Health and Recovery Services. It is my intent to have a Board Action Item filed with the Board of Supervisors on February 7, 2023 for their approval. Prior to that date, I hope to gain support from the Behavioral Health Board.

The Local Mental Health Director serves as the Chief Executive for community mental health services and is responsible for providing overall supervision of the mental health services provided in Mariposa County. Such person consults with the local advisory board and makes recommendations to the governing body regarding matters necessary or desirable in accomplishing the goals for the division and are responsible for maintaining accurate records and financial accountings in order to create and submit annual reports to DHCS, including expected expenditures for the following year. This person also holds the authority to enter into negotiations for contracts or agreements to best provide mental health services for the county.

Over the last 22 years, I have served at multiple levels in Health and Human Services related programs, including protective services, youth services, adults & aging, emergency response, crisis management and behavioral health services. I hold a Master of Clinical Psychology Degree from California State University San Bernardino. I have dedicated my career to providing direct services, administrative oversight, and believe that my education and experience have prepared me to serve in this capacity.

I look forward to further discussing my qualifications with the board. Please contact me with any questions at (209)742-6932 or via email, sbaker@mariposacounty.org.

Sincerely,

Sheila Baker

Sheila Baker, MS, LMFT #42168
Deputy Director
Behavioral Health & Recovery Services
Mariposa County Health & Human Services Agency

Attachment: S. Baker Letter of Intent 1.4.2023 (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

BEHAVIORAL HEALTH BOARD
of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

Attachment: 2.1.2023 BHB Minutes Draft (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

BEHAVIORAL HEALTH BOARD MEETING
MINUTES

February 1, 2023
12:30 p.m. – 2 p.m.
Mariposa County Health & Human Services – Mariposa Conference Room
5362 Lemee Lane, Mariposa, California 95338

To attend on computer or smartphone (audio only) login to Zoom:
https://zoom.us/j/98598345239?pwd=OHNVVldlZ2dvUHdkWHJxdEFyR0o3Zz09
Meeting ID 985-9834-5239, passcode 123456

To attend via telephone, call 1-669-900-6833, then at the prompts enter the following:
Meeting ID 985-9834-5239, participant ID #, passcode 123456

Members Present: Cpt. Sean Land, Paul Brickett, Rosemarie Smallcombe, Debbie Woodbury, Matt DiPirro and Olga Leonard

Members Excused: none

Members Absent: Ellie McQuarrie

Guests Present: Bryan Blew, Kristen Fiester, Karen (MCS) and Chrissie Doss

Staff Present: Sheila Baker, Kristina Allen, Lisa Bello, Lynn Rumfelt and Joe Lynch

Quorum: Yes

I. **Call to Order/Roll Call:** Meeting was called to order at 12:36 p.m. by Cpt. Sean Land, Chair. Roll call introductions were made.

II. **Mission Statement:** The mission statement was read by Cpt. Sean Land.

III. **Confirm Covid emergency and vote to extend option for teleconferenced BHB meetings as now required by AB361:** Rosemarie Smallcombe indicated that the California Govenor is planning to drop the COVID emergency on February 28, 2023, which will mean that if in fact it is dropped, our next meeting will need to be held in person. Cpt. Sean Land made a motion to approve, and Rosemarie Smallcombe seconded the motion. All members present voted "aye," none were opposed, none abstained. Vote was unanimous to confirm COVID emergency and extend option for teleconferenced meetings.

IV. **Approval of Meeting Minutes for January 4, 2023 (attachment):** Cpt. Sean Land made a motion to approve minutes, and Paul Brickett seconded the motion. All members present voted "aye," none were opposed, none abstained. Minutes for January 4, 2023 were approved.

V. Public Comments: None

VI. Agenda Items

A. Announcements:

1. **Butterfly Festival at Mariposa Fairgrounds on May 6-7, 2023:** Mariposa Minds Matter will have a booth and need volunteers. Please contact Donya Evans, Lisa Bello (lbello@mariposacounty.org) or Katie Cotter at 1-209-966-2000 if you're interested in helping. Olga Leonard indicated she was interested again this year in volunteering.

B. Committees/Community Partner Reports:

1. **Mariposa Heritage House:** Debra Barcellos reported. They were able to feed 70 individuals and serve 453 lunches. They have done outreach at the encampment however it has not been very successful as a lot of the individuals are resistant to services. There were 19 people at the encampment, now there are 13. The Mariposa in-person training academy is full for the first time ever.
2. **Mariposa Minds Matter:** No report.
3. **Connections:** No report.
4. **Probation:** Matt DiPirro reported. Tim Bennett sat in for Matt at our last BHB meeting. Tim has submitted his application to apply to become a board member so that Matt can step down. Tim should be able to attend for the March meeting. Tim is a great person and has worked with the county for fifteen years; he brings a lot to the table. One of the newer probation officers is Carelli Gomez. The Adult Team Meetings have started again and meetings are now held in-person.
5. **Native Solutions:** No report.
6. **Mariposa Safe Families:** Megan reported. It has been very busy the last few months. In Early January 2022 the Youth Empowerment Conference had 60 youth. The event was 1 day and offered 8 workshops with different speakers and presentations. There are now 30 youth in the Friday Night Club. They are in the process of planning out the 2023 conference with Behavioral Health. The Family resource center has been revamped with new computers and printers. They are open from 9:30am – 4:30pm at their location on 8th and Jones Street. The Youth Center is now open for breakfast as the high school has a late start on Friday mornings. 35 youth came in for breakfast. The plan is to host the breakfast two Fridays a month. Sixteen youth are enrolled every Tuesday and Thursday at the youth center after school program. All programs are going very well.

C. Old Business:

1. No items.

D. New Business:

1. Local Mental Health Director: The BHB received a letter of intent from Sheila Baker to review and make recommendations for her appointment as the Local Mental Health Director. Sheila spoke on her behalf. She graduated with a Masters Degree in Clinical Psychology in 1999. She started working in the schools initially and then worked with groups, individuals and families prior to obtaining her license. Rosemarie Smallcombe asked Sheila about provisions in the WIC. There will not be a need for a waiver as Sheila is licensed and has been for many years. She is a Licensed Marriage and Family Therapist (LMFT) and she meets criteria for the position. Paul asked if she would still be the Mental Health Deputy Director for Mariposa County and she said yes that she will still have her role as Deputy Director for Behavioral Health and Recovery Services. Sheila would maintain both titles: Local Mental Health Director and Deputy Director of Behavioral Health &

Attachment: 2.1.2023 BHB Minutes Draft (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

BEHAVIORAL HEALTH BOARD
of Mariposa County
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(209) 966-3222

Recovery Services. It is the intent moving forward for the Deputy Director position to also hold the position of the Local Mental Health Director. Cpt. Sean Land made a motion to approve, and Paul Brickett seconded the motion. All members present voted "aye," none were opposed, none abstained. Vote was unanimous to appoint Sheila Baker as the new Local Mental Health Director.

2. Vote to approve Tim Bennett as a member of the Behavioral Health Board (BHB): Paul Brickett suggested the board have some knowledge of the applicant's background before we vote. Matt DiPirro suggested that he comes to the meeting with Tim in case someone has questions. Paul would like to see a resume or something similar in the future. Cpt. Sean Land suggested that maybe the team meets on the side to review the process. Rosemarie Smallcombe made a motion to approve, and Paul Brickett seconded the motion. All members present voted "aye," none were opposed, none abstained. Vote was unanimous to approve Tim Bennett for becoming a BHB member.
3. Mariposa Heritage House Presentation: Debra Barcellos' Health Care Navigators Tiffany Romero and Sarah gave an update relative to their services. They spoke about the drop-in center can be used for meals, showers, use of tablets for tele-med appointments, peer support, recovery coaching, as well as a place for social activities. They work with homeless individuals and assist with specialty appointment transportation. Their transportation fixed route is open to any Mariposa Community member. Brochures are being updated. The team at Heritage House also provide case management for clients. They have also received a grant for incentives from Anthem Blue Cross to help the clients become self-reliant. The overview also included a brief summary on how they collect milestone data for housing clients in response to a question from Paul Brickett.
4. Consider removing "Review and Discuss BHRS Contracts" as a standing agenda item: Cpt. Sean Land indicated that the board is looking for what the contract service is and the tracking of the validity of that contract. The BH Board has been considering to review contracts monthly due to the quantity even though the Action Plan indicates quarterly. Moving forward it can be done quarterly. Cpt. Sean Land also stated we did not need a motion to change anything and that we could start reviewing the contracts quarterly starting in April. Item F on the agenda should be removed on the next meetings' agenda.

E. Review and Discuss Policy/Legislative Issues Relevant to the BHB:

1. On January 26, 2023, the Federal Centers for Medicaid (Medi-Cal) and Medicare Services notified California that they will be the first state in the nation to offer a targeted set of Medicaid (Medi-Cal) services for youths and adults in state prisons, county jails and youth correctional facilities for up to 90 days prior to release. This is an expansion of the Inmate Exclusion that limited inmates to receiving inpatient hospital care as the only service that could be covered by Medi-Cal. It was noted by Kristina Allen that we are working on this item with our jail medical staff. They are also working with the jail to apply for funding that will increase services provided by our Eligibility Teams.

F. Review and Discuss BHRS Contracts (Quarterly): Not discussed (*see New Business above, number 4*).

DRAFT

Attachment: 2.1.2023 BHB Minutes Draft (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

G. Staff Reports:

1. **Acting Director of HHSA:** Joe Lynch reported:
    i. BH has a new MHSA 3-year plan that is due 6/30/23. We are in the beginning stages of planning what we will change and/or keep. Will discuss more in the April meeting.
    ii. Currently negotiating to use the Charter School Building for North County. This building is about 6,000 square feet and can hold various different government agencies. We will be able to expand our services without the use of using General Funding. It has the room to have 20 offices.
    iii. Encampment update: Joe has reported to the Board of Supervisors the success of housing people. It is recognized there was a set back with vandalism at the cemetery. There will be a campaign to get to the fundamental reason why people are homeless. More to come on this.
2. **Director of Health Services:** Kristina Allen reported:
    i. BH reorganized the Supervisors and staff.
    ii. Last Friday were interviews for a Program Administrator; an offer will go out this week. This role will oversee Jail Based Services and TCM.
3. **Deputy Director of BHRS:** Sheila Baker reported:
    i. We have identified and secured a new Supervisor for the Children's team, Jillian Rodriguez has transferred from Child Welfare Services.
    ii. Kyle Jenkins has moved from the TRAC team to Supervisor of the Adult team.
    iii. Rebecca Ballinger, Psychiatric Registered Nurse, will oversee the TRAC team.
4. **Financial:** No report.
5. **Quality Assurance:** No report.

VII. Adjournment: Meeting was adjourned at 1:56 p.m.

Next Meeting: The next meeting will be held on March 1, 2023 at Mariposa County Health & Human Services, 12:30 to 2 p.m.

Submitted,

Donya Evans

Recording Secretary

Attachment: 2.1.2023 BHB Minutes Draft (RES-2023-125 : Appoint Sheila Baker as Local Mental Health Director)

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction of Micro Enterprise Loan Application

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RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding a Micro Enterprise Grant Application for The Joyful Owl Chef in the Amount of $10,000.

Pursuant to Board direction given October 11, 2022, staff is seeking direction on how to proceed with a $10,000 grant application received from The Joyful Owl Chef.

On October 11, 2022, Mariposa County Board of Supervisors discussed the administration processes of two Community Development Block Grant (CDBG) grants that were awarded to Mariposa County in the aggregated amount of $750,000. The funding for both grants is allocated for loans to local small businesses. The Board decided to consider loans on a case-by-case basis, with priority consideration for businesses impacted by the Oak Fire.

The Joyful Owl is a new sole proprietorship that has operated under several other local businesses over the last 10 years. The new businesses will offer private home chef services, private dinner parties & catering for a variety of events. The business model is to partner with vacation rental owners, as well as to continue to market to local residents and business owners. The business is asking for a $10,000 grant to support operating capital.

The Joyful Owl was affected by the Oak Fire. The disruption in visitation and the loss of vacation rental directly impacted the business, which receives revenue related to the tourism industry. The decrease in tourism after the Oak Fire affected the business' ability to purchase equipment and delayed opening dates

Rather than a forgivable loan, The Joyful Owl Chef is requesting a $10,000 grant. The Micro Enterprise Loan Program guidelines, adopted on November 1, 2022, include a provision allowing for $10,000 grants. Per the guidelines, a grant cannot be used in combination with a loan.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Microenterprise loans and directed staff to proceed on a case-by-case basis.

Information Item

On May 19, 2020, the Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result in the County requesting payment for the loan, which would be allocated to a Program Income (PI) account and subject to collection by CDBG.

FINANCIAL IMPACT:
Discussion and direction only. Will not impact the General Fund Budget.

ATTACHMENTS:
The Joyful Owl Chef Mariposa Bus Assistance Loan 2.10.2023_Redacted (PDF)
The Joyful Owl_Business Plan (PDF)
The Local Grape Mariposa Bus Assistance RLP 2.14.2023 (2) (PDF)

RESULT: INFORMATION RECEIVED

Mariposa County Business Assistance Loan Program

Applicant's Information	
Applicant's Name: Morrisa Guerriera DBA: The Joyful Owl Chef	Business Age: months (2020)
Address: [redacted]	Business Legal Structure: Sole Proprietor
County: Mariposa	Business Type: Personal Chef Services
Contact: Morrisa Guerriera	Annual Business Revenue:
Phone: [redacted] Phone (2):	NAICS: 812990
Email: [redacted]	Is the Business Considered Essential: N/A
Website:	U.S. Citizen: Yes
Application Date: 11/03/2022	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of Loan Request	
$10,000	
Use of Funds	
• Purchase Inventory/Materials	$ 1,000
• Purchase business	$ 5,000
• Working Capital	$ 1,000
• Purchase Equipment	$ 3,000

Review of Submitted Documents to Support Loan Request

Business Description:

The Joyful Owl Chef has operated as a home-based private chef – providing chef services to private dinner parties, large gatherings, and catering events. Preparing meals for events was made possible thru the use of kitchens within other local businesses and restaurants. Future chef services arrangements will target local BnB and VRBO's. The applicant would like to expand the business by opening its own kitchen. The applicant has some equipment but will need funding to purchase additional equipment.

Valid business FBN and proof of payment of taxes, including TOT:

Fictitious Business Name (FBN) Statement, dated February 1, 2023 was provided for review. Business licenses are not issued in Mariposa County.

Credit History:

Morrisa Guerriera – [redacted] The credit report showed one account and no past due amounts.

Explain the intended use of the loan that may be provided by Mariposa County:

The loan will assist the applicant in the opening a kitchen to prepare meals for catered events, private parties and contracted meal preparation. A brief description was provided on the uses of fund. Possible equipment that would be purchased include table top oven - $500, Vitamix - $400, misc. kitchen supplies - $500, pop-up table and chairs for farmers market - $150, ice cream cooker - $250, fryer - $140, and paper goods - $500. Plumbing and electrical services - $1,600 will be required to build-out the kitchen. The business will create a website - $750 and develop marketing and printed materials for distribution - $100. No vendor information or quotations were provided for review.

Attachment: The Joyful Owl Chef Mariposa Bus Assistance Loan 2.10.2023_Redacted (13837 : Discussion and Direction of Micro Enterprise

What is the financial ability to pay payroll obligations and other operating expenses:

Financial information was limited to personal income tax returns. No Schedule C's were provided with the personal tax returns. A 2023 projections was provided. A narrative was provided, describing in general terms, the types of events the business would handle – dinner parties for 2, larger parties, wine & cider parties, dessert bars, personal shopping, B & B shopping, Joyful breakfast, and wedding elopement picnic baskets. Menu options include Sushi/Japanese food, Mediterranean, and Thai. Base fee is $500 chef fee and $100 per person. The business owner would like to book five events per month, generating between $5,000 – 8,000 in revenues. The business owner has established partnerships with Auto Camp, Moonstone Retreat, Scenic Vows, and Sierra Cider as potential clients.

SUMMARY:

Strengths

- Established local small business
- Experienced and knowledgeable
- Good personal credit score – medium risk level

Weaknesses

- Limited financial resources available
- Lack of secondary support and weak collateral
- Start-up business

If funding request approved, the following are suggested conditions (but not limited to):

1, Controlled disbursement, payment to be made directly to vendor(s) with a current invoice or purchase order or like documentation, and

2, Evidence of general business liability insurance.

By: Stanley Tom

Signature: Stanley Tom

Date: February 10, 2023

Attachment: The Joyful Owl Chef Mariposa Bus Assistance Loan 2.10.2023_Redacted (13837 : Discussion and Direction of Micro Enterprise

BUSINESS PLAN

The Joyful Owl Chef

Mariposa, YNP, El Portal, CA.

Attachment: The Joyful Owl_Business Plan (13837 : Discussion and Direction of Micro Enterprise Loan Application)

Executive Summary

The Company

The Joyful Owl Chef had been operated within other local businesses for about 10 years and is now ready to be a sole entity..

The Joyful Owl Chef's Ownership

This company will operate as a sole proprietorship.

The Joyful Owl Chef's Management

Owned and managed by me.

The Joyful Owl Chef's Goals and Objectives

My vision is to continue to grow by partnering with BnB and VRBO's, as well as making personal connections to continually provide a joy filled nourishment experience to all who visit the area.

The Joyful Owl Chef's Product

Private chef services include, but are not limited to, in home chef services, private dinner parties, & catering for life's joyful events.

The Joyful Owl Chef's Target Market

I provide a service to all walks of life within an adult age range from 18-75.

The Joyful Owl Chef's Pricing Strategy

All of my pricing is comparable to other local businesses providing similar services within the current market range and is adjusted during inflation. .

The Joyful Owl Chef's Competitors

Other local private chefs (it is not a very competitive market).

Attachment: The Joyful Owl_Business Plan (13837 : Discussion and Direction of Micro Enterprise Loan Application)

Business Plan - The Joyful Owl Chef

The Company

Business Sector

The owners intend to work in the food and accommodation services sector.

Company History

The Joyful Owl Chef had been operated within other local businesses for about 10 years and is now ready to be a sole entity..

Company Goals and Objectives

My vision is to continue to grow by partnering with BnB and VRBO's, as well as making personal connections to continually provide a joy filled nourishment experience to all who visit the area.

Company Ownership Structure

The Joyful Owl Chef will be run as a sole proprietorship.

Ownership Background

Morrisa Guerriea (owner):

I am a self taught chef with a lifetime of experience in the culinary arts. I have created a solid foundation to build my own personal business with gaining knowledge and experience over the last 12 years.

Company Management Structure

Owned and managed by me.

Organizational Timeline

1-5 years.

Company Assets

I have acquired an abundance of restaurant equipment and supplies. Any and all income generated for my business rolls right back into my business to purchase anything and everything I need to operate.

The Product

Attachment: The Joyful Owl_Business Plan (13837 : Discussion and Direction of Micro Enterprise Loan Application)

The Joyful Owl Chef's Product

Private chef services include, but are not limited to, in home chef services, private dinner parties, & catering for life's joyful events.

Marketing Plan

The Joyful Owl Chef's Target Market

I provide a service to all walks of life within an adult age range from 18-75.

Location Analysis

Yosemite National Park visitors.

Established Customers

I have an abundance of clientele from the past 12 years of working in the restaurant business .

Pricing

All of my pricing is comparable to other local businesses providing similar services within the current market range and is adjusted during inflation. .

Advertising Strategy

Currently advertising through facebook and local sources such as the newspaper and advertisement boards. I am also in the process of creating a website..

Competitor Analysis

The Joyful Owl Chef's Competitors

Other local private chefs (it is not a very competitive market).

Operations

Daily Operations

I am continually growing and have recently made 3 big partnerships with infinite growth possibilities. I am receiving new clients each and every day. .

Staffing

The Joyful Owl Chef will employ a single full-time employee during the initial startup phase.

Attachment: The Joyful Owl_Business Plan (13837 : Discussion and Direction of Micro Enterprise Loan Application)

Mariposa County Business Assistance Loan Program

Applicant's Information	
Applicant's Name: Travis Medlock DBA: The Local Grape	Business Age: 40 months (9/2019)
Address: 4720 Doe Run Road, Mariposa, CA 95338	Business Legal Structure: S Corporation
County: Mariposa	Business Type: Beer, Wine & Liquor Retailer
Contact: Travis Medlock	Annual Business Revenue:
Phone: 209-966-9463 Phone (2): 408-334-3281	NAICS: 445320
Email: Travis@thelocalgrape.com	Is the Business Considered Essential: N/A
Website:	U.S. Citizen: No
Application Date: 12/15/2022	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of Loan Request	
$50,500	

Use of Funds	
• Purchase Inventory/Materials	$ 5,000
• Working Capital	$25.500
• Build Out (tenant improvements)	$10,000
• Marketing	$ 500
• Refinance Debt	$10,000

Review of Submitted Documents to Support Loan Request

Business Description:

The Local Grape is a wine bar that specializes in wines of the Sierra Nevada Foothills AVA and highlights the wines of Mariposa County. A central tasting room features local Mariposa wineries and identifies local nearby. Vines & Vittles, Inc. is an umbrella S-Corporation that currently runs both The Local Grape and the Little Shop of Ramen. The next phase of growth is to add a charcuterie service line. Various types of meats, cheeses with tapas or small plates as well as panini sandwiches will be offered to the public.

The purpose of the loan is to build-out the charcuterie service line – counter/desk, wine racks, shelving, and electrical system. This additional food offering is expected to increase annual sales to $200,000 and employ two additional employees.

Valid business FBN and proof of payment of taxes, including TOT:

No Fictitious Business Name (FBN) Statement, sales permit, business license and other related documentation was not provided for review.

Credit History:

Travis Medlock – an Experian credit report was obtained on 1/11/2023 showed a credit score of 718. The credit report showed no past due amounts. Trade payment status shows paid trades current. Melissa Takahashi – an Experian credit report was obtained on 1/11/2023 showed a credit score of 729. The credit report showed no past due amounts. The trade payment status shows paid trades current. The Local Grape – an Experian credit report was obtained on 1/11/2023 showed one trade account with $0 balance and no delinquent/derogatory items.

Attachment: The Local Grape Mariposa Bus Assistance RLP 2.14.2023 (2) (13837 : Discussion and Direction of Micro Enterprise Loan

Explain the intended use of the loan that may be provided by Mariposa County:

The purpose of the loan is to build-out the charcuterie service line – counter/desk, wine racks, shelving, and electrical system. Most of the equipment have been purchased. For the build-out, quotations were provided – Crz Custom and Summit Electric. Crz Custom will construct a counter/desk, wine racks for the front counter, and 3 floating shelves. The quote amounts to $6,000.00. Summit Electric will install lights in the basement, motion sensor outside basement door with switch, install electrical outlets, replace 20amp receptacles, install new LED lamps throughout the kitchen area. The quote amounts to $2,000.00.

Due to business operation disruptions from 2020 COVID pandemic restrictions and the 2021/2022 wild fires, the business occasionally relied upon credit cards to support the operations. Refinancing higher interest rate credit cards of $10,000 will improve cash flow for the business.

What is the financial ability to pay payroll obligations and other operating expenses:

Business tax returns, profit & loss statements, personal tax returns, and projections were requested to demonstrate financial ability to pay payroll obligations, operating expenses, and debt service.

A 2020 U.S. Income Tax Return for an S Corporation was submitted for review. Vines & Vittles, Inc. is an umbrella S Corporation for Little Shop of Ramen and The Local Grape. Gross receipts were $65,347, cost of goods sold were $21,829, with total income of $43,518. Total deductions were $58,397 with a business loss of $14,879.

A 2021 U.S. Income Tax Return for an S Corporation was not submitted for review.

A 2022 internally prepared Profit & Loss Statement for Vines & Vittles, inc. for the period January – December 2022 was submitted for review. The umbrella S Corporation had gross receipts of $558,049, cost of goods sold of $163,851, with total income of $394,198. Total expenses were $434,822 with a business loss of $40,624.

The Local Grape had gross receipts of $113,954, cost of goods sold of $54,316, with total income of $59,637. Total expenses were $32,932 with a business profit of $26,706.

SUMMARY:

STRENGTHS

- Established local small business
- Good credit history
- Revenues increasing year-over-year

WEAKNESSES

- Historic business income and cash flow does not support debt service
- Weal collateral and lack of secondary support

If loan request approved, the following are suggested conditions (but not limited to):

- Controlled disbursements, payment made directly to vendor(s) with submitted invoice or work order,
- Verification of business license, legal entity documents or other like documents
- Business insurance with County of Mariposa named as "loss payee"

By: Stanley Tom

Signature: Stanley Tom

Date: Feb. 14, 2023

Attachment: The Local Grape Mariposa Bus Assistance RLP 2.14.2023 (2) (13837 : Discussion and Direction of Micro Enterprise Loan

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction of Micro Enterprise Loan Application

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RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding a Micro Enterprise Loan Application ($50,000) for the Local Grape

Pursuant to Board direction given October 11, 2022, staff is seeking direction on how to proceed with a $50,000 micro enterprise loan application received from The Local Grape.

On October 11, 2022, Mariposa County Board of Supervisors discussed the administration processes of two Community Development Block Grant (CDBG) grants that were awarded to Mariposa County in the aggregated amount of $750,000. The funding for both grants is allocated for loans to local small businesses. The Board decided to consider loans on a case-by-case basis, with priority consideration for businesses impacted by the Oak Fire.

The Local Grape is requesting a $50,000 micro enterprise loan for remodeling, supplies/inventory, marketing, refinancing debt and working capital. The two main uses of the loan will be to finish out the charcuterie service line and to refinance debt. The charcuterie line will include small plates/tapas and panini sandwiches, with the primary objective of complimenting the wine. The business would like to request loan forgiveness after one year of consistent payments.

The Local Grape anticipated opening in 2020 prior to the Covid-19 pandemic. With a target market of tourists, the stay-at-home order and travel ban put the business on hold until the California Department of Health lifted its health orders in 2021. The business has since opened to great response. They have opened their doors and are scheduling regular wine tasting dinners with full attendances. They are moving forward with their business plan.

The Local Grape was also affected by the Oak Fire. The disruption in visitation to Yosemite National Park affected all local businesses dependent on tourism, including The Local Grape. The decrease in tourism after the Oak Fire affected the business' revenue.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Information Item

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Microenterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020, the Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result in the County not utilizing the CDBG funding, putting the County at risk of disencumbrance.

FINANCIAL IMPACT:
Discussion and direction only. Will not impact the General Fund Budget.

ATTACHMENTS:
The Local Grape Sweetwater_business plan (PDF)
The Local Grape Mariposa Bus Assistance RLP 2.14.2023 (2) (PDF)

RESULT: INFORMATION RECEIVED



BUSINESS PLAN

Travis Medlock, Owner

May 28, 2019

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

EXECUTIVE SUMMARY

A Vines & Vittles Inc. company, DBA The Local Grape

1.1 Product

The Local Grape is a wine bar and bottle shop that specializes in wines of the Sierra Foothills AVA and more importantly highlights the wines grown and/or produced right here in Mariposa County. We provide a central tasting room for all local Mariposa wineries and push visitors out to the wineries themselves. In doing so, we hope to encourage visitors to stay a day or two longer in our community and experience what Mariposa has to offer. While “local wineries” refers to wines produced in Mariposa County, The Local Grape will offer both wines by the glass and bottles for sale from the Sierra Foothills AVA.

1.2 Customers

Target Market: Visiting Yosemite tourists, Valley wine lovers day-tripping, and of course local wine enthusiasts. The implementation of a local wine trail will be established to capture a new target market of wine enthusiasts and help promote individuals to stay longer within the community. With Vines & Vittles taking over operation of Sweetwater Grocery, we will have a shared customer base between The Local Grape and The Little Shop of Ramen. Both benefiting from each other.

1.3 What Drives Us

The immediate goal for The Local Grape is to provide a stable income for myself and family while allowing me time to develop a winery of my own. The long term goals include educating visitors about the wineries of the Sierra Foothills AVA but developing Mariposa’s own wine industry and in turn developing Mariposa itself into a wine destination place, separating itself from Yosemite where Yosemite is a bonus. There is already a foundation for this industry. We simply need to build on this.

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

2. COMPANY DESCRIPTION

2.1 Mission Statement

Our mission at The Local Grape is to educate both visitors and locals alike about the wonderful wines of Mariposa County and the Sierra Foothills AVA.

2.2 Principal Members

The Local Grape was established in September 2019, under Vines & Vittles Inc. with Travis Medlock and co-founded by Melissa Takahashi.

2.3 Business Structure

While initially The Local Grape plans to provide employment to myself and one additional Wine Steward from the community, we will analyze the need for additional employment opportunities as our business develops. As events are brought into the business model, additional staff will be needed. Additionally, The Local Grape will utilize staff from our parent company Vines & Vittles that employs a staff of between 6-12 depending on the season.

For a detail of our business structure, please reference the Vines & Vittles business plan. I have initially retained the job duties for the two positions that are specific to The Local Grape below:

- Wine Room/Club Manager
- Wine Steward

Wine Room/Club Manager

This position will be evaluated for need after six to twelve months of operation.

- Responsible for managing the daily activities in the wine bar
- Ensures the facility is in clean, professional and conducive to welcome customers.
- Interfaces with vendors
- Reports to the Chief Financial Officer
- Attends to customer complaints and inquiries.
- Prepares budget and reports for the organization.
- Responsible for training and employee development
- Responsible for shipping and receiving
- Handles any other duty as assigned
- Responsible for the promotion/operations of the wine club

Wine Steward

- Interacts with customers, takes orders for drinks.
- Plans and presents bar menu
- Checks identification of the guest to make sure they meet age requirements for purchase of

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

wine.
- Prepares/serves wine and non-alcohol drinks
- Arranges bottles and glasses to make attractive displays
- Assesses customers' needs and preferences and makes recommendations.
- Makes lists of supplies in conjunction with the Wine Room/Club Manager.
- Prepares inventory or purchase requisitions as needed to replenish supplies.
- Ensures that the assigned bar area is fully equipped with tools and products needed for serving guests.

2.4 Legal Structure

Vines & Vittles is registered as a S-Corp with The Local Grape operating as a DBA. This has been structured due to multiple projects being started around the same time including a winery and ramen restaurant.

2.5 SWOT Analysis

SWOT analysis (or SWOT matrix) is a strategic planning technique used to help a person or organization identify strengths, weaknesses, opportunities, and threats related to business competition or project planning. It is intended to specify the objectives of the business venture or project and identify the internal and external factors that are favorable and unfavorable to achieving those objectives.

Below is a summary of the self conducted SWOT Analysis:

- **Strength:**

By concentrating on the Sierra Foothills AVA, I can achieve a deeper knowledge of our own local wine and wine region, providing a more thorough education to our patrons. I have a personal stake in the success of the wine bar to allow me to open my own vineyard and winery so the drive to succeed is great. The Local Grape will be the only dedicated wine bar in Mariposa; the largest gateway entrance to Yosemite National Park where Approximately one million visitors pass through on a yearly basis.

- **Weakness:**

Our perceived weakness could be that we are a new business, with no previous experience running a bar. My 26 years in Healthcare Finance has given me a well rounded understanding of business finance that should be transferable to the service industry. Additionally, my 16 years in Management compliments that background with a history of managing staff. With that being said, I still have no experience running a bar so I have interviewed many of the restaurant/bar owners in town to discuss potential risks, mis-calculations, recommendations and overall advice to make sure I have worked through as many foreseeable risks as can be imagined.

Secondary weakness is financing. We are working through cost estimates and financing options to

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

provide our business with the working capital needed to succeed.

- **Opportunities:**

With Mariposa being situated as a key entry point to Yosemite National Park, The Local Grape stands to benefit from the 1M visitors that pass through our community every year. By concentrating on our local AVA, we are situated in close proximity of all the wineries that will be highlighted. This opens to door to inviting the wineries to host wine tastings at our bar an d being able to go directly to the wineries when inventories run low.

- **Threat:**

Just like any other business, one of the major threats that we are likely going to face is economic downturn. It is a fact that economic downturn affects purchasing spending power.

A secondary threat, very specific to our region is wildfire. I have lived in Mariposa for five years now with two of those years experiencing the evacuation of the town of Mariposa due to forest fire. This can be a multi-month, prolonged reduction in business during the peak season. An insurance policy that includes “Loss of Income” protection will be a necessary addition.

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

3. MARKET RESEARCH

3.1 Industry

Mariposa County currently has four active wineries in the County with three additional being added in 2019:

- Butterfly Creek
- Casto Oaks
- Rauch Ranch
- Silver Fox
- Papillion Cellars (formerly Rhodes Vineyard, formerly Chapelle Winery)
- Glen Winery (bonding 2019). Name will change under new bonding
- Spotted Buffalo Winery (Vineyard off of 49 currently under rehab)
- Southern Sierra Wine Co (2019) Our personal winery that will be bonded this year

These wines will be highlighted to tourists via tastings and encouraged to visit the wineries that are open to the public.

There are two other Craft Beer/Wine Bars in town along with an additional number of eateries that have attached bars:

- The Alley
- The Grovehouse
- The Hideout
- 1850 Restaurant & Brewery
- The Miners Inn
- The Gold Coin
- Sweetwater

The Craft Beer/Wine Bars all open around 3:00pm and close approximately 10:00pm with the option to stay open until 2:00am, however, this rarely happens due to business demand.

Pioneer Market sells local Mariposa wines at a discounted price. Pioneer Market has a very limited offering of Sierra Foothills AVA wines and does not highlight these wines as they are too small or boutique with less name recognition. Currently they carry two Sierra Foothill wines out of the hundreds available.

3.2 Customers

While locals are our primary customer, we hope to draw from the visitors that enter Yosemite National Park via the Arch Rock entrance. That equates to about 2100 visitors per day driving through Mariposa during peak season to approximately 650 per day during the low season. According to the Mariposa Visitors Center, roughly 150 visitors stop at the Visitor Center daily. These Mariposa newbies are who we want to introduce to Mariposa wines, entice to stay a day or two longer in our community and hopefully spend a little more in the local economy.

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

Yosemite Park visitation in 2016 increased by 20+% from 2015 (reported as of July 2016). In the 2012-2013 fiscal year, TOT growth was 30.5% per report in the Mariposa Gazette Issue 43. In the 2014-2015 fiscal year, TOT growth in the County was 16.7% per report in the Mariposa Gazette issue 43.

The Yosemite/Mariposa County Tourism Bureau has increased efforts to draw tourists world-wide to Mariposa County, as well as continued promotion for fall and winter visits to Yosemite and Mariposa County. They launched a rebranding in September 2016, which included advertisements targeted to the US market, UK, Scandinavia, Germany and Australia.

3.3 Competitors

Mentioned above in the Industry Section

3.4 Competitive Advantage

Casto Oaks is the only other tasting room in town open from 10:00am to 5:00pm although their location, immediately across the street from Sweetwater, has been purchased by a boutique hotel and will have to either close or move. The Grove House and The Alley are both open around 3:00pm or 4:00pm and close around normal bar closings or 10:00pm but they are not classified as tasting rooms. The Local Grape will serve from 10:00 am to approximately 10:00 pm and will allow tastings of local wines in town. Additionally, with the market opening at 7:00 am, we will be able to sale wine/groceries for customers heading into the park. Aside from Casto Oaks, no other tastings are available in town.

To draw locals who are interested in more than our four local wineries, we will carry an expanded selection of wines from the Sierra Foothills AVA to sell both by the glass and by the bottle. Mariposa wines are part of the Sierra Foothills AVA and by concentrating on our local AVA, we keep our theme “local” while having the flexibility to offer an expanded variety. The Sierra Foothills AVA stretches from Yuba County in the north to Mariposa County in the south, along the western portion of the Sierra Nevada, with Amador, El Dorado and Calaveras counties in the center. Within the entire Sierra Foothills AVA, which totals 2,600,000 acres, there are five other AVAs: California Shenandoah Valley, El Dorado, Fair Play, Fiddletown, and North Yuba.

The Local Grape plans on offering a selection of specialty meats & cheeses to pair with the wine as well as for purchase. They will be sold through the market and sourced from the same Sierra Foothills region when possible.

A variety of programs will be offered such as wine tastings/pairings, cheese tasting, as well as education programs such as wine making and cheese making. One of the long term goals associated with The Local Grape is educating individuals in the wine making process to inspire locals with property to plant more vines and start making wine. As part of our secondary project, our winery will be implemented as a SA (Shared Alternating) proprietorship. I hope to act as an incubator for young wineries and help build winemaking in this region.

The bar itself is being designed by a local artist: Scott McGrath. This too should add interest and word

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

of mouth to draw out-of-towners to our location.

A lot of our tourists are walking into town from the hotels next to the visitors center and may not want to carry their purchase into town with them, so we will offer hotel delivery of their wine purchase at no cost. This will be delivered daily.

In working with the Visitors Center, The Local Grape will manage a passport program that pushes participants out to the local wineries. This program has been discussed over the years with no individual wanting to manage the program. The Local Grape will be the starting point.

3.5 Regulation

By sharing a space with Little Shop of Ramen and The Local Grape via Vines & Vittles we are able to benefit from a beer and wine license 41 allowing families and children to enter. This is a huge plus, allowing us to permit individuals under the age of 21 (aka: families) into our establishment.

County licensing, including food handlers certifications will be needed.

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

4. PRODUCT/SERVICE LINE

4.1 Product or Service

The Local Grape will promote local wineries by providing tastings of local Mariposa wines with the intent of pushing those patrons out into the Mariposa countryside to visit the wineries.

A passport program will be implemented to promote onsite visits to the wineries, breweries and cideries.

Wine will be available to order by the glass with a place to sit and relax for awhile.

Bottles will be sold for take home and/or to take into the park for a post hike relaxing reward.

Packages will be offered with cheese and meat parings, as well as travel packages for park visitations. These packages will be offered with a wine/cheese insulated tote that can be rented and returned on the backside of their visit to the park. Packages include:

- Local Variety pack of 2 or 4 bottles
- Sierra Foothills Variety pack of 2 or 4 bottles
- Cheese and Wine Package for 1 or 2

A wine club separate from the above listed packages will be established with monthly and/or quarterly offerings. This product line is vital to the growth and success of The Local Grape.

Hotel delivery will be available at no cost at a regularly scheduled delivery time.

Wine tours will be established at a later date.

At a later point in time I would like to offer a wine jug program with a $10 refill.

Miscellaneous Bottle openers, ice packs, coolers and other wine accoutrements will be offered for individuals heading into the park.

4.2 Pricing Structure

Wines by the bottle will be 2x wholesale price of bottle, not to surpass the suggested retail price. This puts our profit margins at 35-50%.

Wines by the glass will be the same cost as the wholesale cost of one bottle, not to exceed the $15 per glass mentioned below. At this rate, we will make our money back on a case of wine after selling 3 bottles or 12 glasses.

Per glass prices will be kept between $9-$15 per glass.

Both wine packages and the wine club pricing structure will follow the wines by the bottle formula.

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

Passport program will be a $10 fee with free tastings.

Wine tours will be $75 per person with 5% of sales going back to The Local Grape.

Cheeses will be sold with a 50% margin.

Jug refill program price will be $10-$15 per refill.

4.3 Intellectual Property Rights

There are no intellectual property rights outside of the Vines & Vittles name registered with the state of California and The Local Grape name registered in the county of Mariposa.

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

5. MARKETING & SALES

5.1 Growth Strategy

The Local Grape is a bottle shop and wine bar at its core. Establishing itself with the locals as an honest, community oriented, reputable business will build that core local business that is needed for the off season.

Building the Sierra Foothills AVA inventory for the bottle shop for those everyday bottles or special occasion bottles along with staff knowledgeable in the regional wine will be key to differentiating The Local Grape from Pioneer Market or any of the liqueur stores that carry the mass produced brands.

Offering specialty cheeses that can't be found at other local markets will help steer people to the Local Grape. These will be cheeses from the same Sierra Foothills AVA region when possible.

Location is key. Downtown is the preferred business location. Purchasing Sweetwater positions The Local Grape at a premium location across the street from the Art Park where every summer weekend night, free music concerts are performed. Three hotels are currently located within walking distance with a new boutique hotel reportedly opening across the side street from Sweetwater.

Developing a robust wine club is an absolute to the success of The Local Grape. This will be different than the wine packages offered in the wine shop. While the options are endless, initially we plan to kick off the wine club with a local membership plan of $30 per month providing

- One bottle of wine per month
- Free tastings
- 10% off all tabs

Phase two of the wine club will be true pushing out to the state of CA.

Phase three will be nationwide.

The wine club will help even out the seasonal ups and downs and provide a sound fiscal foundation.

And finally, working with the town of Mariposa, Mariposa County, the Mariposa Chamber of Commerce and the Yosemite/Mariposa County Tourism Bureau to help develop a wine industry here in Mariposa. Madera, Fresno and Merced as well as up the entire Sierra Nevada all have a well established wine industry generating millions in both industry and tourism dollars. There is no reason that Mariposa can't take part in this industry and develop our own. It fits nicely into both the Mariposa Vitality Strategy and the Made in Mariposa programs.

One possible solution would be a Vine Grant program that encourages the planting of more vines in the

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

county. There have been a couple throughout the country that reimburses growers for up to 5 acres per year with an ultimate goal identified.

The Yosemite/Mariposa County Tourism Bureau should be highlighting this aspect. I have heard that since we only have four viable wineries we can't create a trail. There are things that can be done with the tourism dollars in the building stage that can highlight what we do have, while we work on creating incentives to attract more vineyards and wineries. On the most basic level, we do not have signage identifying where the wineries are.

The state of California through its Tourists-Oriented Directional Signage program (the blue signs) offers these signs. The cost for one panel through the state of CA, one direction is $400.00 for the initial permittee and Cal-trans Maintenance maintains the sign panel(s) at the following costs:
$70.00 - Non-refundable eligibility / application fee
$30.00 - Annual Maintenance fee per panel per direction
$300.00 - Installation / Processing fee per panel per direction
Total TODS Fee = $400.00

Or Mariposa can take the route of many counties and create their own associated with a the small beginnings of a wine trail. I would advocate for a combination of both.

According to the 2017/2018 Marketing Plan, the Yosemite/Mariposa County Tourism Bureau have introduced a Domestic Marketing Campaign to draw more Californians to the region since 70% of the visitations originate from CA. Increased marketing targets the Bay Area, LA and these are prime wine drinking markets, yet the entire marketing plan does not highlight any winery activities. Not even a picture to introduce the idea. Start small, start subtle...include a picture of a group of friends enjoying a glass of wine!

5.2 Communication

Joint marketing campaigns will be initiated through Vines & Vittles in conjunction with The Little Shop of Ramen with the understanding that getting customers into the physical building benefits all tenants.

Customers will be reached through a variety of channels including:

- Webpage: A webpage has been developed and kept updated with current offerings
- Facebook: A Facebook page has been developed and acts as an extension to our Webpage.
- Instagram: An Instagram account will be created and maintained along with the Facebook page.
- Email blasts: An email list will be grown and regular updates will be sent to our patrons. This will be an optional, patron provided service but actively promoted.
- Newspaper Adverts: Weekly advertising via the paper will be utilized.
- Direct advertising with the hotels: With such a tourism-centric region, we will approach the hotels to advertise with flyers or business card size information placed in the rooms. Tri-folds in the lobby will be a secondary option.

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

- On-site wine events for hotels such as Auto-Camp will be pursued.
- Direct advertising with bus tour companies.
- Direct advertising with the AirB&B's as well as B&B's.
- Chamber of Commerce: We will be chamber members and will utilize the Chamber email blasts and communication channels.
- Quarterly newsletter will be developed and circulated both by email and hard copy.
- Yelp: We will manage our Yelp page. In future we will utilize the paid services.
- We will utilize Google My Business to drive clientele to our location over our competitors.

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

6. Financial Projections

The following outline provides guidance to understanding the attached financial projections as it relates to The Local Grape.

Sales Forecast

Sales forecasts are calculated by utilizing a one percent capture rate based on the Yosemite Arch Rock entrance numbers. These numbers are listed on the last tab of the financial projections.

Both January and February sales forecast have been cut in half due to limited services. The Local Grape Bar services will not be fully operational until after the transition from the current owner to Vines & Vittles. If this occurs January 1st, we do not see opening these services until March at the earliest. Implementation of retail wine can be immediate.

March sales forecast is reduced by 25%, April by 10% and have projections starting in May at full capacity.

Wine club numbers are based on adding 20 participants every quarter.

Attachment: The Local Grape Sweetwater_business plan (13855 : Discussion and Direction of Micro Enterprise Loan Application)

Mariposa County Business Assistance Loan Program

Applicant's Information	
Applicant's Name: Travis Medlock DBA: The Local Grape	Business Age: 40 months (9/2019)
Address: 4720 Doe Run Road, Mariposa, CA 95338	Business Legal Structure: S Corporation
County: Mariposa	Business Type: Beer, Wine & Liquor Retailer
Contact: Travis Medlock	Annual Business Revenue:
Phone: 209-966-9463 Phone (2): 408-334-3281	NAICS: 445320
Email: Travis@thelocalgrape.com	Is the Business Considered Essential: N/A
Website:	U.S. Citizen: No
Application Date: 12/15/2022	Has the Business Filed Bankruptcy within the past 3 yrs: No

Dollar Amount of Loan Request	
$50,500	

Use of Funds	
• Purchase Inventory/Materials	$ 5,000
• Working Capital	$25.500
• Build Out (tenant improvements)	$10,000
• Marketing	$ 500
• Refinance Debt	$10,000

Review of Submitted Documents to Support Loan Request

Business Description:

The Local Grape is a wine bar that specializes in wines of the Sierra Nevada Foothills AVA and highlights the wines of Mariposa County. A central tasting room features local Mariposa wineries and identifies local nearby. Vines & Vittles, Inc. is an umbrella S-Corporation that currently runs both The Local Grape and the Little Shop of Ramen. The next phase of growth is to add a charcuterie service line. Various types of meats, cheeses with tapas or small plates as well as panini sandwiches will be offered to the public.

The purpose of the loan is to build-out the charcuterie service line – counter/desk, wine racks, shelving, and electrical system. This additional food offering is expected to increase annual sales to $200,000 and employ two additional employees.

Valid business FBN and proof of payment of taxes, including TOT:

No Fictitious Business Name (FBN) Statement, sales permit, business license and other related documentation was not provided for review.

Credit History:

Travis Medlock – an Experian credit report was obtained on 1/11/2023 showed a credit score of 718. The credit report showed no past due amounts. Trade payment status shows paid trades current. Melissa Takahashi – an Experian credit report was obtained on 1/11/2023 showed a credit score of 729. The credit report showed no past due amounts. The trade payment status shows paid trades current. The Local Grape – an Experian credit report was obtained on 1/11/2023 showed one trade account with $0 balance and no delinquent/derogatory items.

Attachment: The Local Grape Mariposa Bus Assistance RLP 2.14.2023 (2) (13855 : Discussion and Direction of Micro Enterprise Loan

Explain the intended use of the loan that may be provided by Mariposa County:

The purpose of the loan is to build-out the charcuterie service line – counter/desk, wine racks, shelving, and electrical system. Most of the equipment have been purchased. For the build-out, quotations were provided – Crz Custom and Summit Electric. Crz Custom will construct a counter/desk, wine racks for the front counter, and 3 floating shelves. The quote amounts to $6,000.00. Summit Electric will install lights in the basement, motion sensor outside basement door with switch, install electrical outlets, replace 20amp receptacles, install new LED lamps throughout the kitchen area. The quote amounts to $2,000.00.

Due to business operation disruptions from 2020 COVID pandemic restrictions and the 2021/2022 wild fires, the business occasionally relied upon credit cards to support the operations. Refinancing higher interest rate credit cards of $10,000 will improve cash flow for the business.

What is the financial ability to pay payroll obligations and other operating expenses:

Business tax returns, profit & loss statements, personal tax returns, and projections were requested to demonstrate financial ability to pay payroll obligations, operating expenses, and debt service.

A 2020 U.S. Income Tax Return for an S Corporation was submitted for review. Vines & Vittles, Inc. is an umbrella S Corporation for Little Shop of Ramen and The Local Grape. Gross receipts were $65,347, cost of goods sold were $21,829, with total income of $43,518. Total deductions were $58,397 with a business loss of $14,879.

A 2021 U.S. Income Tax Return for an S Corporation was not submitted for review.

A 2022 internally prepared Profit & Loss Statement for Vines & Vittles, inc. for the period January – December 2022 was submitted for review. The umbrella S Corporation had gross receipts of $558,049, cost of goods sold of $163,851, with total income of $394,198. Total expenses were $434,822 with a business loss of $40,624.

The Local Grape had gross receipts of $113,954, cost of goods sold of $54,316, with total income of $59,637. Total expenses were $32,932 with a business profit of $26,706.

SUMMARY:

STRENGTHS

- Established local small business
- Good credit history
- Revenues increasing year-over-year

WEAKNESSES

- Historic business income and cash flow does not support debt service
- Weal collateral and lack of secondary support

If loan request approved, the following are suggested conditions (but not limited to):

- Controlled disbursements, payment made directly to vendor(s) with submitted invoice or work order,
- Verification of business license, legal entity documents or other like documents
- Business insurance with County of Mariposa named as "loss payee"

By: Stanley Tom

Signature: Stanley Tom

Date: Feb. 14, 2023

Attachment: The Local Grape Mariposa Bus Assistance RLP 2.14.2023 (2) (13855 : Discussion and Direction of Micro Enterprise Loan

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-126

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Hornitos School Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Mariposa County Unified School District (MCUSD) to convey Hornitos School property at 7379 Hornitos Road in Hornitos to Mariposa County; and Authorize the Board of Supervisors Chair to sign the Agreement.

On January 24, 2023, the Board approved a certificate of acceptance for a quitclaim deed clarifying ownership of the Hornitos school property. That item did not include specific language to also accept an agreement between the County and Mariposa County Unified School District (MCUSD) necessary to record the deed. This item is intended to provide that specific language so the transaction can be completed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 8, 2022, MCUSD signed a Quitclaim Deed to convey the Hornitos School property to Mariposa County.

On January 24, 2023, the Board of Supervisors approved Resolution 2023-39 and signed a Certificate of Acceptance of MCUSD's Quitclaim conveyance of the Hornitos School property to Mariposa County.

Resolution 2023-39 referenced an additional document, an Agreement between MCUSD and the County describing approval of the MCUSD Quitclaim Deed, but it did not include a request to sign that Agreement, only the related Certificate of Acceptance. MCUSD requires Board signature on the Agreement to record its MCUSD Quitclaim Deed to convey the property to Mariposa County.

On January 24, the Board approved Resolution 2023-40 and signed an Agreement for the conveyance of the Hornitos School property to the Hornitos Historical Society and a Mariposa County Quitclaim Deed to record that conveyance. Recording of the Mariposa County Quitclaim Deed did not take place pending recording of the MCUSD Quitclaim Deed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The County will not sign the Agreement and MCUSD will not be

able to record its Quitclaim conveying the property to the County. The County, in turn, will not be able to record its Quitclaim to convey the property to the Hornitos Historical Society

FINANCIAL IMPACT:
No financial impact.

ATTACHMENTS:
Hornitos School Agreement and Quitclaim Deed (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

AGREEMENT BETWEEN THE MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT AND THE COUNTY OF MARIPOSA

This Agreement ("Agreement") by and between the MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT ("District") and the COUNTY OF MARIPOSA ("County") is entered into as of December 8, 2022, ("Effective Date").

RECITALS

WHEREAS, on March 29, 1870, the California legislature passed and Act to Incorporate the Town of Hornitos;

WHEREAS, the District operated a school in the Town of Hornitos on property owned by the Town of Hornitos on or about 1949 through 2008 located at 7379 Hornitos Road, Hornitos, CA 95325 (APN 011-190-005-000) ("Premises");

WHEREAS, on or about the year 1960, the District built a new 1-classroom school on the Premises which includes 1,316 square feet of building space ("1-Classroom School");

WHEREAS, a ground lease between the Town of Hornitos and the District for the District to construct the 1-Classroom School on the Premises has not been located;

WHEREAS, on August 9, 1972, the California legislature passed legislation to repeal the 1870 Act to Incorporate the Town of Hornitos and such legislation provided that "Any interest in real or personal property vested in the Town of Hornitos shall become the property of the County of Mariposa";

WHEREAS, on or about the year 1996, the District installed a wood frame pump shed ("Pump Shed") on the Premises;

WHEREAS, on or about the year 1998, the District installed a wood frame storage shed ("Storage Shed") on the Premises;

WHEREAS, on or about the year 2004 the District installed a steel frame restroom ("Restroom") on the Premises:

WHEREAS, the 1-Classroom School, Pump Shed, Storage Shed and Restroom ("Building and Improvements") are more fully described in Exhibit "A";

WHEREAS, a ground lease between the County and the District for the District to construct the Building and Improvements on the Premises has not been located;

WHEREAS, on or about February 2008 the District ceased operating a school at the Premises and has discontinued using the Building and Improvements;

WHEREAS, the County desires to clear title to the Premises by clarifying that the District does not claim an interest in the Building and Improvements; and

Attachment: Hornitos School Agreement and Quitclaim Deed (RES-2023-126 : Hornitos School Agreement)

WHEREAS, this Agreement requires the District to transfer to County title to the Building and Improvements in AS-IS condition, with all faults and defects, without any representations as to the fitness or suitability of the Buildings for use and/or occupancy.

NOW, **THEREFORE**, in consideration of the mutual promises contained herein the Parties agree as follows:

1. The Recitals are true and correct and are hereby incorporated by reference.

2. The Parties approve the attached form of Quitclaim Deed for the transfer to County of any and all interest held by District in the Building and Improvements, in AS-IS condition, with all faults and defects, without any representations as to the fitness or suitability of the Building for use and/or occupancy as of the Effective Date. The Quitclaim Deed is attached hereto and hereby incorporated by reference as if fully setout herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

County:	**District:**
By: _____	By: _____
[Insert Name and title]	Jeff Aranguena, Superintendent

Attachment: Hornitos School Agreement and Quitclaim Deed (RES-2023-126 : Hornitos School Agreement)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Mariposa County Unified School District
P.O. Box 8
5082 Old Highway North
Mariposa, CA 95338

APN: 011-190-005-000

(Space Above For Recorder's Use)

The undersigned grantor(s) declare(s):
This conveyance is exempt from the payment of a documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.
This document is being recorded for the benefit of the Mariposa County Unified School District and is exempt from the payment of a recordation fee pursuant to Govt. Code Section 6103.

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT, a California public school district ("Grantor"), does hereby remise, release and forever quitclaim to the COUNTY OF MARIPOSA ("Grantee"), all the right, title, interest and claim that Grantor has or may have, whatsoever, in and to the real property located in the County of Mariposa, State of California, as described in the Building and Improvements Description and Map Depiction attached hereto as Exhibit "A," and incorporated herein by this reference.

The transfer by this Quitclaim Deed of any rights, title, interest and claim the Grantor has in the Building and Improvements, is made in AS-IS condition, with all faults and defects, without any warranties or representations as to the fitness or suitability of the Buildings for use and/or occupancy and shall be effective as of the date stated below.

Dated: December 8, 2022

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

Jeff Aranguena, Superintendent

Attachment: Hornitos School Agreement and Quitclaim Deed (RES-2023-126 : Hornitos School Agreement)

EXHIBIT "A" TO QUITCLAIM DEED

BUILDING AND IMPROVEMENTS DESCRIPTION AND MAP DEPICTION

739 Hornitos Road, Hornitos, CA 95325

Buildings and Improvements are as follows:

1. **1-Classroom School**
2. **Wood Frame Pump Shed**
3. **Wood Frame Storage Shed**
4. **Steel Frame Restroom**

Map Depiction is as follows:



Attachment: Hornitos School Agreement and Quitclaim Deed (RES-2023-126 : Hornitos School Agreement)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-127

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Mid-Year Budget Adjustments 2022-2023

RECOMMENDATION AND JUSTIFICATION:
Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments.

Please see the attached recommended mid-year adjustments, and revenue/appropriations analysis for additional information.

A presentation will be shared to explain the attachments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has traditionally reviews the County's financial position at mid-year and approves adjustments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Budget adjustments could be denied or amended by the Board.

FINANCIAL IMPACT:
General Purpose revenues will increase by $296,972. General Fund Contingency is increased by $57,500.

ATTACHMENTS:
FY23 Midyear Change Requests (PDF)
Midyear Revenue by Fund FY23 2.3.23 (PDF)
Midyear Expense by Fund FY23 2.3.23 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13870

Mariposa County 22-23Midyear Budget Adjustment Requests

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Explanation
1001 General Fund	100 General Purpose All Dep	MEM Measure M Program	41102 Transient Occupancy Tax	3,407,329	49,496	3,456,825	To balance fund - YTD collections are ahead of budget
1001 General Fund	**100 General Purpose All De**	**MEM Measure M Program**	**Net Budget Adjustments**	3,167,329	**49,496**	3,216,825	
1001 General Fund	100 General Purpose All Dep	No Program	41102 Transient Occupancy Tax	18,036,650	247,476	18,284,126	To balance fund - YTD collections are ahead of budget
1001 General Fund	100 General Purpose All Dep	No Program	49131 Cost Allocation	2,170,382	1,750	2,172,132	Correcting cost plan allocation
1001 General Fund	100 General Purpose All Dep	No Program	80111 Transfer Out - General	6,322,370	(45,249)	6,277,121	To correct the BOP budget action; 2 other transfers out
1001 General Fund	100 General Purpose All Dep	No Program	92001 Contingency Designation	465,284	57,500	522,784	To correct the BOP budget action
1001 General Fund	**100 General Purpose All De**	**No Program**	**Net Budget Adjustments**	35,798,426	**236,975**	36,035,401	
1001 General Fund	103 Audits	No Program	60303 Accounting and Auditing Services	60,000	3,000	63,000	Audit services were more expensive in last 2 years
1001 General Fund	**103 Audits**	**No Program**	**Net Budget Adjustments**	(60,000)	**(3,000)**	(63,000)	
1001 General Fund	107 Auditor	No Program	51111 Regular salaries and wages	688,721	104,200	792,921	Shift of an Administrative Technician - Confidential to Auditor department from 11/9/22 and additional Accountant I/II Confidential allocation as of 4/1/23 and $15,000 of vacation pay out for retired employee in December of 2022.
1001 General Fund	107 Auditor	No Program	51112 Extra Help	10,000	10,200	20,200	Extra Help for disaster reimbursement submittals and staff transition support
1001 General Fund	107 Auditor	No Program	51115 Overtime	10,000	15,000	25,000	Additional overtime needed for ongoing staffing transitions and backlog of work as staff retire, replacements are delayed, and new staff are trained
1001 General Fund	107 Auditor	No Program	52401 Accrued Benefits	-	5,034	5,034	Pay out of vacation accruals for employees that opted for this in November 2022.
1001 General Fund	**107 Auditor**	**No Program**	**Net Budget Adjustments**	(1,187,583)	**(134,434)**	(1,322,017)	
1001 General Fund	115 Human Resources	No Program	60323 Recruitment Services	2,500	26,000	28,500	HR Director Recruitment
1001 General Fund	115 Human Resources	No Program	60431 Software	13,200	16,000	29,200	Two years of Neogov payments
1001 General Fund	**115 Human Resources**	**No Program**	**Net Budget Adjustments**	(651,638)	**(42,000)**	(693,638)	
1001 General Fund	143 Economic Development	No Program	51115 Overtime	-	3,000	3,000	Overtime for Economic Development Specialist
1001 General Fund	**143 Economic Developmen**	**No Program**	**Net Budget Adjustments**	(28,390)	**(3,000)**	(31,390)	
1001 General Fund	151 Technical Services	No Program	60392 Rents and Leases - Buildings	-	14,400	14,400	Rent on new office space required since SO offices are not available
1001 General Fund	151 Technical Services	No Program	60421 Equipment	88,600	14,003	102,603	To update Core Switching and Encryption for Leased Ethernet Links
1001 General Fund	151 Technical Services	No Program	60431 Software	443,525	60,000	503,525	$35K for additional Oracle licenses and $19K for DocuSign
1001 General Fund	**151 Technical Services**	**No Program**	**Net Budget Adjustments**	(2,179,996)	**(88,403)**	(2,268,399)	
1001 General Fund	212 District Attorney	No Program	51115 Overtime	6,000	550	6,550	Offset Oak Fire expenditures, make OT available in early summer.
1001 General Fund	212 District Attorney	No Program	51205 Out of Class Pay	2,500	(2,500)	0	Wont be needing this in FY23.
1001 General Fund	212 District Attorney	No Program	52401 Accrued Benefits	-	1,950	1,950	Cash out from retiree.
1001 General Fund	212 District Attorney	No Program	60103 Safety Equipment	5,000	5,062	10,062	Outfitting second investigator
1001 General Fund	212 District Attorney	No Program	60106 Employment Qualification Testing	-	200	200	Previously unfunded line
1001 General Fund	212 District Attorney	No Program	60111 Training and Seminars	10,000	(4,000)	6,000	Training and travel expenses previously budgeted to 60111
1001 General Fund	212 District Attorney	No Program	60121 Meals	0	1,600	1,600	Training and travel expenses previously budgeted to 60111
1001 General Fund	212 District Attorney	No Program	60122 Lodging	0	6,500	6,500	All training and travel expenses previously budgeted to 60111
1001 General Fund	212 District Attorney	No Program	60123 Mileage	4,000	(2,000)	2,000	Training and travel expenses previously budgeted to 60111
1001 General Fund	212 District Attorney	No Program	60124 Transportation - Employee	0	2,000	2,000	Training and travel expenses previously budgeted to 60111
1001 General Fund	212 District Attorney	No Program	60181 Medical and Laboratory Expenses	4,500	1,500	6,000	More than anticipated impact
1001 General Fund	212 District Attorney	No Program	60301 General Professional Services	45,000	(10,862)	34,138	Less than anticipated expenditures
1001 General Fund	**212 District Attorney**	**No Program**	**Net Budget Adjustments**	(1,742,386)	**0**	(1,742,386)	
1001 General Fund	216 Sheriff	No Program	60181 Medical and Laboratory Expenses	150,000	(50,000)	100,000	To cover Jail building maintenance not covered by RCCP or SLESF
1001 General Fund	**216 Sheriff**	**No Program**	**Net Budget Adjustments**		**(50,000)**		
1001 General Fund	220 Adult Detention	No Program	49101 Transfer In - General	291,415	26,150	317,565	3432-224 to 1001-220

Mariposa County 22-23Midyear Budget Adjustment Requests

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Explanation
1001 General Fund	220 Adult Detention	No Program	60132 Maintenance - Buildings and Improvements	100,000	50,000	150,000	Transfer in from RCCP to cover anticipated maintenance fees
1001 General Fund	220 Adult Detention	No Program	70211 General Equipment	-	26,150	26,150	Jail container and vacuum seal equipment for inmate belongings
1001 General Fund	**220 Adult Detention**	**No Program**	**Net Budget Adjustments**	(4,164,159)	**(50,000)**	(4,164,159)	
1001 General Fund	228 Fire	No Program	45543 Assistance By Hire - State	915,000	285,000	1,200,000	Increase in anticipated reimbursement for FY23 activity levels
1001 General Fund	228 Fire	No Program	45544 VFA 12/13 - State	20,000	1,700	21,700	Updated grant with match
1001 General Fund	228 Fire	No Program	47206 Fire Warden Review	6,000	(5,500)	500	No collection but this will change once fee study is done
1001 General Fund	228 Fire	No Program	51112 Extra Help	140,000	40,000	180,000	New program so no background on costs. Increasing coverage to 7 days / week
1001 General Fund	228 Fire	No Program	51114 Volunteer Fire Personnel	300,000	(100,000)	200,000	Decrease due to activity levels
1001 General Fund	228 Fire	No Program	60101 Uniforms / Clothing	50,000	(40,000)	10,000	No large anticipated costs for remainder of FY23
1001 General Fund	228 Fire	No Program	60111 Training and Seminars	15,000	(12,000)	3,000	Did not utilize these funds as planned this year
1001 General Fund	228 Fire	No Program	60152 Emergency Response Supplies	5,000	3,000	8,000	Unanticipated expense
1001 General Fund	228 Fire	No Program	60201 Miscellaneous Expense	10,000	(5,000)	5,000	Reduce due to identified line items for invoices
1001 General Fund	228 Fire	No Program	60211 Copy Machine Expense	5,000	(4,000)	1,000	Average costs per quarter able to reduce projected needs
1001 General Fund	228 Fire	No Program	60412 Propane	12,500	3,000	15,500	Propane use increased with Fishcamp and Town tank
1001 General Fund	228 Fire	No Program	60413 Water and Sewer	1,000	2,400	3,400	Increased cost with taking on and staffing town station
1001 General Fund	228 Fire	No Program	60441 Fuel	50,000	15,000	65,000	Increased fuel costs and staffing engine operational costs
1001 General Fund	228 Fire	No Program	70211 General Equipment	267,842	350,000	617,842	Replacement of 1/2 of self contained breathing apparatuses
1001 General Fund	**228 Fire**	**No Program**	**Net Budget Adjustments**	(842,207)	**28,800**	(813,407)	
1001 General Fund	286 Ferguson Fire 2019	No Program	80111 Transfer Out - General	-	44,448	44,448	Fund County cost share for Ferguson Fire Tree Removal
1001 General Fund	**286 Ferguson Fire 2019**	**No Program**	**Net Budget Adjustments**		**(44,448)**	(44,448)	
1001 General Fund	304 Public Works Administra	No Program	49101 Transfer In - General	1,746	70	1,816	Replenish for force labor wages paid in 21/22
1001 General Fund	304 Public Works Administra	No Program	51112 Extra Help	19,200	56	19,256	Replenish for force labor wages paid in 21/22
1001 General Fund	**304 Public Works Administr**	**No Program**	**Net Budget Adjustments**	(501,605)	**14**	(501,591)	
1001 General Fund	313 Public Works Executive	No Program	51112 Extra Help	-	50,000	50,000	Appropriate Extra Help
1001 General Fund	**313 Public Works Executive**	**No Program**	**Net Budget Adjustments**	(518,215)	**(50,000)**	(568,215)	
1001 General Fund	350 Engineering	No Program	49101 Transfer In - General	-	4,305	4,305	Replenish for force labor wages paid in 21/22
1001 General Fund	350 Engineering	No Program	51111 Regular salaries and wages	485,700	(50,000)	435,700	Reduce for PW Executive fund (313) EH appropriation
1001 General Fund	350 Engineering	No Program	51112 Extra Help	18,000	4,305	22,305	Replenish for force labor wages paid in 21/22
1001 General Fund	**350 Engineering**	**No Program**	**Net Budget Adjustments**	(995,056)	**50,000**	(945,056)	
1001 General Fund	402 Behavioral Health	No Program	45083 Medicare - State	2,000	20,000	22,000	To align budget with actual revenue
1001 General Fund	402 Behavioral Health	No Program	47271 Patient Fees	2,000	5,000	7,000	To align budget with actual revenue
1001 General Fund	402 Behavioral Health	No Program	47277 Other Mental Health Rev	250,000	500,000	750,000	To align budget with actual revenue
1001 General Fund	402 Behavioral Health	No Program	47278 Conservator Reimbursement	56,000	75,000	131,000	To align budget with actual revenue
1001 General Fund	402 Behavioral Health	No Program	51115 Overtime	11,834	20,000	31,834	To align budget with actual expense
1001 General Fund	402 Behavioral Health	No Program	51207 Standby Call Back Pay	-	10,000	10,000	To align budget with actual expense
1001 General Fund	402 Behavioral Health	No Program	60301 General Professional Services	38,096	75,000	113,096	To align budget with actual expense
1001 General Fund	402 Behavioral Health	No Program	60421 Equipment	212	15,000	15,212	To align budget with actual expense
1001 General Fund	402 Behavioral Health	No Program	60518 Client - Clothing	3,254	5,000	8,254	To align budget with actual expense
1001 General Fund	402 Behavioral Health	No Program	60541 Client - Medical Professionals	518,000	400,000	918,000	To align budget with actual expense
1001 General Fund	402 Behavioral Health	No Program	60543 Client - Treatment Facilities	630,636	75,000	705,636	To align budget with actual expense
1001 General Fund	**402 Behavioral Health**	**No Program**	**Net Budget Adjustments**		**0**		
1001 General Fund	501 Social Services	APS Adult Protective Services	49101 Transfer In - General	551,381	100,000	651,381	To align budget with actual expense
1001 General Fund	501 Social Services	APS Adult Protective Services	60524 Client - Food	500	1,000	1,500	To align budget with actual expense
1001 General Fund	501 Social Services	APS Adult Protective Services	60531 Client - Household Goods	2,500	9,000	11,500	To align budget with actual expense
1001 General Fund	501 Social Services	APS Adult Protective Services	60534 Client - Rent	11,000	10,000	21,000	To align budget with actual expense

Mariposa County 22-23Midyear Budget Adjustment Requests

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Explanation
1001 General Fund	501 Social Services	APS Adult Protective Services	60535 Client - Temporary Housing	25,000	75,000	100,000	To align budget with actual expense
1001 General Fund	501 Social Services	APS Adult Protective Services	60536 Client - Moving and Storage	5,000	5,000	10,000	To align budget with actual expense
1001 General Fund	**501 Social Services**	**APS Adult Protective Services**	**Net Budget Adjustments**	401,381	**0**	401,381	
1001 General Fund	501 Social Services	COW HHSA Responsible Costs	49101 Transfer In - General	555,000	160,000	715,000	To align budget with actual expense
1001 General Fund	501 Social Services	COW HHSA Responsible Costs	60508 Client - Community Education and Engagement	5,000	15,000	20,000	To align budget with actual expense
1001 General Fund	501 Social Services	COW HHSA Responsible Costs	60516 Client - Document Fees Paid	-	45,000	45,000	To align budget with actual expense
1001 General Fund	501 Social Services	COW HHSA Responsible Costs	60535 Client - Temporary Housing	375,702	100,000	475,702	To align budget with actual expense
1001 General Fund	**501 Social Services**	**COW HHSA Responsible Costs**	**Net Budget Adjustments**	124,298	**0**	124,298	
1001 General Fund	501 Social Services	CWS Child Welfare Services	49101 Transfer In - General	2,749,985	70,000	2,819,985	To align budget with actual expense
1001 General Fund	501 Social Services	CWS Child Welfare Services	60534 Client - Rent	2,000	25,000	27,000	To align budget with actual expense
1001 General Fund	501 Social Services	CWS Child Welfare Services	60535 Client - Temporary Housing	1,500	45,000	46,500	To align budget with actual expense
1001 General Fund	**501 Social Services**	**CWS Child Welfare Services**	**Net Budget Adjustments**	2,679,808	**0**	2,679,808	
1001 General Fund	506 Assistance Payments	FCA Foster Care	49101 Transfer In - General	265,132	300,000	565,132	3363-506 to 1001-506
1001 General Fund	506 Assistance Payments	FCA Foster Care	60501 Client - Assistance Payments	265,132	300,000	565,132	To align budget with actual expense
1001 General Fund	**506 Assistance Payments**	**FCA Foster Care**	**Net Budget Adjustments**	5,000	**0**	5,000	
1001 General Fund	506 Assistance Payments	GAR General Assistance General Relief	48161 Public Assistance Repayments	10,000	10,000	20,000	To align budget with actual expense
1001 General Fund	506 Assistance Payments	GAR General Assistance General Relief	49101 Transfer In - General	71,153	10,000	81,153	3394-506 to 1001-506
1001 General Fund	506 Assistance Payments	GAR General Assistance General Relief	60501 Client - Assistance Payments	71,153	20,000	91,153	To align budget with actual expense

Mariposa County 22-23Midyear Budget Adjustment Requests

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Explanation
1001 General Fund	**506 Assistance Payments**	**GAR General Assistance General Relief**	**Net Budget Adjustments**	10,000	**0**	10,000	
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa County Victim Grant	51111 Regular salaries and wages	89,203	(41,784)	47,419	Vacant position savings
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa County Victim Grant	60213 Office Supplies	1,974	39,963	41,937	XC Grant spend down (close December 2022)
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa County Victim Grant	60411 Telephone and Internet	-	646	646	XC Grant spend down (close December 2022)
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa County Victim Grant	60414 Electricity	-	50	50	XC Grant spend down (close December 2022)
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa County Victim Grant	60518 Client - Clothing	-	1,125	1,125	XC Grant spend down (close December 2022)
3215 Victim Witness Fund	**215 Victim Witness**	**MXC Mariposa County Victim Grant**	**Net Budget Adjustments**	26,251	**0**	26,251	
3300 Roads Fund	300 Roads	No Program	49101 Transfer In - General	1,769,884	806,267	2,576,151	5524-350 to 3300-300
3300 Roads Fund	300 Roads	No Program	60201 Miscellaneous Expense	271,794	806,267	1,078,061	To balance fund
3300 Roads Fund	**300 Roads**	**No Program**	**Net Budget Adjustments**	426,456	**0**	426,456	
3312 Water Agency	304 Public Works Administra	No Program	60301 General Professional Services	188,765	(1,750)	187,015	To balance fund
3312 Water Agency	304 Public Works Administra	No Program	80221 Cost Allocation Overhead Transfer	-	1,750	1,750	Correcting cost plan allocation
3312 Water Agency	**304 Public Works Administr**	**No Program**	**Net Budget Adjustments**		**0**		
3320 Mariposa Pines	408 Plant Operations	No Program	60301 General Professional Services	5,000	25,000	30,000	Increase Professional Services
3320 Mariposa Pines	408 Plant Operations	No Program	80111 Transfer Out - General	107,977	(25,000)	82,977	3320-408 to 3534-408
3320 Mariposa Pines	**408 Plant Operations**	**No Program**	**Net Budget Adjustments**		**0**		
3322 Yosemite West Maint I	408 Plant Operations	WAT Water Program	60131 Maintenance - Equipment	65,000	(8,500)	56,500	Decrease to fund a vehicle plow blade in RMA
3322 Yosemite West Maint	**408 Plant Operations**	**WAT Water Program**	**Net Budget Adjustments**	(338,039)	**8,500**	(329,539)	
3322 Yosemite West Maint I	408 Plant Operations	RMA Road Maintenance Program	70211 General Equipment	-	8,500	8,500	Allocate for plow blade
3322 Yosemite West Maint	**408 Plant Operations**	**RMA Road Maintenance Program**	**Net Budget Adjustments**	(302,541)	**(8,500)**	(311,041)	
3328 Comm Child Abuse Pre	501 Social Services	No Program	49101 Transfer In - General	-	30,000	30,000	For the RECESS program 3432-224 to 3328-501
3328 Comm Child Abuse Pre	501 Social Services	No Program	60519 Client - Contracted Program Costs	87,850	30,000	117,850	Increase expense to balance budget

Attachment: FY23 Midyear Change Requests (RES-2023-127 : Approve Mid-Year Budget Adjustments

Mariposa County 22-23Midyear Budget Adjustment Requests

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Explanation
3328 Comm Child Abuse Pr	**501 Social Services**	**No Program**	**Net Budget Adjustments**		**0**		
3330 Housing Development	111 Housing Development	No Program	46052 General Revenue - Federal	550,000	731,793	1,281,793	CDBG, LEAP, REAP, and PLHA funds for housing development
3330 Housing Development	111 Housing Development	No Program	60302 Design, Architectural, Engineering	-	527,685	527,685	To balance fund
3330 Housing Development	111 Housing Development	No Program	80111 Transfer Out - General	-	204,108	204,108	3330-111 to 3332-111
3330 Housing Development	**111 Housing Development**	**No Program**	**Net Budget Adjustments**		**0**		
3332 Housing Rehabilitation	111 Housing Development	No Program	46052 General Revenue - Federal	-	550,000	550,000	CDBG ($300K) and HOME ($250K) funds
3332 Housing Rehabilitation	111 Housing Development	No Program	49101 Transfer In - General	-	204,108	204,108	3330-111 to 3332-111
3332 Housing Rehabilitation	111 Housing Development	No Program	60532 Client - Home Repairs	-	754,108	754,108	Housing rehabilitation loan fund
3332 Housing Rehabilitatio	**111 Housing Development**	**No Program**	**Net Budget Adjustments**		**0**		
3335 CSBG Fund	402 Behavioral Health	No Program	51111 Regular salaries and wages	42,921	35,000	77,921	To align budget with actual expense
3335 CSBG Fund	402 Behavioral Health	No Program	52101 Retirement - Employer	4,427	5,000	9,427	To align budget with actual expense
3335 CSBG Fund	402 Behavioral Health	No Program	52201 Medical - Active Employees	8,971	9,000	17,971	To align budget with actual expense
3335 CSBG Fund	402 Behavioral Health	No Program	52202 Dental - Active Employees	845	800	1,645	To align budget with actual expense
3335 CSBG Fund	402 Behavioral Health	No Program	52203 Vision - Active Employees	138	100	238	To align budget with actual expense
3335 CSBG Fund	402 Behavioral Health	No Program	52205 Life Insurance	43	40	83	To align budget with actual expense
3335 CSBG Fund	402 Behavioral Health	No Program	52206 Cash Cafeteria Plan	-	500	500	To align budget with actual expense
3335 CSBG Fund	402 Behavioral Health	No Program	52208 Medical Insurance Administrative Fee	20	50	70	To align budget with actual expense
3335 CSBG Fund	402 Behavioral Health	No Program	52301 Social Security Total	2,688	2,500	5,188	To align budget with actual expense
3335 CSBG Fund	402 Behavioral Health	No Program	52302 Medicare Total	629	500	1,129	To align budget with actual expense
3335 CSBG Fund	402 Behavioral Health	No Program	52303 SDI Total	477	500	977	To align budget with actual expense
3335 CSBG Fund	402 Behavioral Health	No Program	60519 Client - Contracted Program Costs	320,811	(53,990)	266,821	To balance budget
3335 CSBG Fund	**402 Behavioral Health**	**No Program**	**Net Budget Adjustments**		**0**		
3363 Human Services Assist	506 Assistance Payments	FCA Foster Care	45041 Public Assistance Programs - State	19,143	150,000	169,143	To align budget with anticipated revenue
3363 Human Services Assist	506 Assistance Payments	FCA Foster Care	46031 Public Assistance Programs - Federal	51,112	150,000	201,112	To align budget with anticipated revenue
3363 Human Services Assist	506 Assistance Payments	FCA Foster Care	80111 Transfer Out - General	70,739	300,000	370,739	3363-506 to 1001-506
3363 Human Services Assist	**506 Assistance Payments**	**FCA Foster Care**	**Net Budget Adjustments**	(484)	**0**	(484)	
3368 Human Services Admir	506 Assistance Payments	APS Adult Protective Services	45021 Public Assistance Administration - State	515,657	100,000	615,657	To align budget with anticipated revenue
3368 Human Services Admir	506 Assistance Payments	APS Adult Protective Services	80111 Transfer Out - General	515,657	100,000	615,657	3368-506-APS to 1001-501
3368 Human Services Admi	**506 Assistance Payments**	**APS Adult Protective Services**	**Net Budget Adjustments**		**0**		
3368 Human Services Admir	506 Assistance Payments	CWS Child Welfare Services	45021 Public Assistance Administration - State	711,154	70,000	781,154	To align budget with anticipated revenue
3368 Human Services Admir	506 Assistance Payments	CWS Child Welfare Services	80111 Transfer Out - General	1,310,751	70,000	1,380,751	3368-506 to 1001-501
3368 Human Services Admi	**506 Assistance Payments**	**CWS Child Welfare Services**	**Net Budget Adjustments**	(1,063,319)	**0**	(1,063,319)	
3394 1991 Human Services I	506 Assistance Payments	COW HHSA Responsible Costs	80111 Transfer Out - General	555,000	160,000	715,000	3394-506 to 1001-501
3394 1991 Human Services	**506 Assistance Payments**	**COW HHSA Responsible Costs**	**Net Budget Adjustments**	(555,000)	**(160,000)**	(715,000)	

Attachment: FY23 Midyear Change Requests (RES-2023-127 : Approve Mid-Year Budget Adjustments

Mariposa County 22-23Midyear Budget Adjustment Requests

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Explanation
3394 1991 Human Services	506 Assistance Payments	GAR General Assistance General Relief	80111 Transfer Out - General	495,657	10,000	505,657	3394-506 to 1001-506
3394 1991 Human Services	**506 Assistance Payments**	**GAR General Assistance General Relief**	**Net Budget Adjustments**	(495,657)	**(10,000)**	(505,657)	
3394 1991 Human Services	506 Assistance Payments	No Program	45142 Family Support Subaccount - State	200,000	150,000	350,000	To align budget with anticipated revenue
3394 1991 Human Services	506 Assistance Payments	No Program	45143 Child Poverty Subaccount - State	130,448	125,000	255,448	To align budget with anticipated revenue
3394 1991 Human Services	506 Assistance Payments	No Program	60201 Miscellaneous Expense	563,407	105,000	668,407	To balance budget
3394 1991 Human Services	**506 Assistance Payments**	**No Program**	**Net Budget Adjustments**	3,575,683	**170,000**	3,745,683	
3411 Public Authority Fund	501 Social Services	PAU Public Authority	45021 Public Assistance Administration - State	-	5,000	5,000	Increase in revenue
3411 Public Authority Fund	501 Social Services	PAU Public Authority	46011 Public Assistance Administration - Federal	-	5,000	5,000	Increase in revenue
3411 Public Authority Fund	501 Social Services	PAU Public Authority	60213 Office Supplies	-	5,000	5,000	To align budget with anticipated expense
3411 Public Authority Fund	501 Social Services	PAU Public Authority	60508 Client - Community Education and Engagement	-	5,000	5,000	To align budget with anticipated expense
3411 Public Authority Fund	**501 Social Services**	**PAU Public Authority**	**Net Budget Adjustments**	(145,841)	**0**	(145,841)	
3420 Hazardous Material Cl	304 Public Works Administra	No Program	60201 Miscellaneous Expense	14	(14)	0	To close fund
3420 Hazardous Material Cl	304 Public Works Administra	No Program	80111 Transfer Out - General	1,746	14	1,760	3420-304 to 1001-304
3420 Hazardous Material Cl	**304 Public Works Administr**	**No Program**	**Net Budget Adjustments**		**0**		
3432 Community Correct AB	224 Probation	No Program	45174 Community Correct Growth - State	71,611	56,623	128,234	Increase in amount awarded by State-Growth for FY21-22
3432 Community Correct AB	224 Probation	No Program	45282 AB109 Implement (AB118) - State	901,236	67,885	969,121	Increase in amount awarded by State-Base FY22-23
3432 Community Correct AB	224 Probation	No Program	49101 Transfer In - General	-	38,601	38,601	3497-224 to 3432-224
3432 Community Correct AB	224 Probation	No Program	60103 Safety Equipment	50,000	30,000	80,000	Increase to balance
3432 Community Correct AB	224 Probation	No Program	60201 Miscellaneous Expense	166,967	26,623	193,590	Increase to balance
3432 Community Correct AB	224 Probation	No Program	60514 Client - Animal Caretaking	40,000	20,000	60,000	Increase to balance
3432 Community Correct AB	224 Probation	No Program	60546 Client - Lab Data Monitoring Services	100,000	(17,549)	82,451	To balance budget
3432 Community Correct AB	224 Probation	No Program	60621 County Vehicle Expense	40,000	47,885	87,885	Increase to balance
3432 Community Correct AB	224 Probation	No Program	80111 Transfer Out - General	468,500	56,150	524,650	For the RECESS program 3432-224 to 3328-501 and to 1001-220
3432 Community Correct Al	**224 Probation**	**No Program**	**Net Budget Adjustments**		**0**		
3437 State Parole DA	212 District Attorney	No Program	60111 Training and Seminars	30,000	(3,050)	26,950	Training and travel expenses previously budgeted to 60111
3437 State Parole DA	212 District Attorney	No Program	60121 Meals	-	550	550	Training and travel expenses previously budgeted to 60111
3437 State Parole DA	212 District Attorney	No Program	60122 Lodging	-	2,000	2,000	Training and travel expenses previously budgeted to 60111
3437 State Parole DA	212 District Attorney	No Program	60124 Transportation - Employee	-	500	500	Training and travel expenses previously budgeted to 60111
3437 State Parole DA	**212 District Attorney**	**No Program**	**Net Budget Adjustments**		**0**		
3441 Youth Programs and Fa	224 Probation	No Program	45176 SB823 Revenue	115,739	51,790	167,529	
3441 Youth Programs and Fa	224 Probation	No Program	70211 General Equipment	72,357	51,790	124,147	
3441 Youth Programs and F	**224 Probation**	**No Program**	**Net Budget Adjustments**	(106,968)	**0**	(106,968)	
3461 Homeless Housing - W	402 Behavioral Health	No Program	45066 Homeless Housing - WPC - State	-	305,000	305,000	To align budget with actual revenue
3461 Homeless Housing - W	402 Behavioral Health	No Program	60301 General Professional Services	726,112	305,000	1,031,112	To balance budget
3461 Homeless Housing - W	**402 Behavioral Health**	**No Program**	**Net Budget Adjustments**		**0**		
3463 AIDS/HIV Surveillance	401 Health Division	No Program	45117 Aids Block Grant - State	3,411	974	4,385	To align with state budget
3463 AIDS/HIV Surveillance	401 Health Division	No Program	51111 Regular salaries and wages	1,526	633	2,159	To align with state budget
3463 AIDS/HIV Surveillance	401 Health Division	No Program	51202 Longevity Pay	6	2	8	To align with state budget
3463 AIDS/HIV Surveillance	401 Health Division	No Program	52101 Retirement - Employer	156	109	265	To align with state budget
3463 AIDS/HIV Surveillance	401 Health Division	No Program	52201 Medical - Active Employees	72	45	117	To align with state budget
3463 AIDS/HIV Surveillance	401 Health Division	No Program	52202 Dental - Active Employees	22	10	32	To align with state budget
3463 AIDS/HIV Surveillance	401 Health Division	No Program	52206 Cash Cafeteria Plan	95	65	160	To align with state budget
3463 AIDS/HIV Surveillance	401 Health Division	No Program	52301 Social Security Total	101	86	187	To align with state budget

Attachment: FY23 Midyear Change Requests (RES-2023-127 : Approve Mid-Year Budget Adjustments

Mariposa County 22-23Midyear Budget Adjustment Requests

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Explanation
3463 AIDS/HIV Surveillance	401 Health Division	No Program	52302 Medicare Total	24	16	40	To align with state budget
3463 AIDS/HIV Surveillance	401 Health Division	No Program	52303 SDI Total	18	8	26	To align with state budget
3463 AIDS/HIV Surveillance	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3464 CCS CA Children's Serv	401 Health Division	No Program	45134 CCS - State	119,064	19,168	138,232	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	51111 Regular salaries and wages	9,954	40,535	50,489	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	52101 Retirement - Employer	1,023	5,035	6,058	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	52201 Medical - Active Employees	989	3,373	4,362	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	52202 Dental - Active Employees	155	327	482	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	52203 Vision - Active Employees	17	60	77	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	52205 Life Insurance	8	32	40	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	52206 Cash Cafeteria Plan	546	1,988	2,534	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	52208 Medical Insurance Administrative Fee	4	9	13	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	52301 Social Security Total	655	2,896	3,551	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	52302 Medicare Total	153	567	720	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	52303 SDI Total	116	418	534	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	60111 Training and Seminars	603	(603)	0	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	60201 Miscellaneous Expense	34,430	(34,430)	0	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	60211 Copy Machine Expense	700	(500)	200	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	60213 Office Supplies	1,395	(246)	1,149	To align with state budget
3464 CCS CA Children's Serv	401 Health Division	No Program	60411 Telephone and Internet	493	(293)	200	To align with state budget
3464 CCS CA Children's Serv	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3466 CHDP Fund	401 Health Division	No Program	45115 CHDP Contract - Health - State	73,774	2,338	76,112	To align with state budget
3466 CHDP Fund	401 Health Division	No Program	60201 Miscellaneous Expense	-	2,338	2,338	To align with state budget
3466 CHDP Fund	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3468 IAP Fund	401 Health Division	No Program	45116 Immunization Program - State	856,718	10,779	867,497	To align with state budget
3468 IAP Fund	401 Health Division	No Program	60153 Special Departmental Supplies	23,088	10,779	33,867	To align with state budget
3468 IAP Fund	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3471 COHP Fund	401 Health Division	No Program	51112 Extra Help	66,633	4,743	71,376	To align with state budget
3471 COHP Fund	401 Health Division	No Program	60201 Miscellaneous Expense	4,743	(4,743)	0	To align with state budget
3471 COHP Fund	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3477 Ferguson Fire	286 Ferguson Fire 2019	No Program	45201 CDAA California Disaster Assistance Act - State	-	209,543	209,543	Recognize revenue from CDAA funds
3477 Ferguson Fire	286 Ferguson Fire 2019	No Program	49101 Transfer In - General	-	44,448	44,448	Transfer In from 1001
3477 Ferguson Fire	286 Ferguson Fire 2019	No Program	80111 Transfer Out - General	364	253,991	254,355	Replenish costs paid out of other funds
3477 Ferguson Fire	**286 Ferguson Fire 2019**	**No Program**	**Net Budget Adjustments**		**0**		
3483 IDP Fund	401 Health Division	No Program	45129 Infectious Disease (IDP) - State	89,103	29,151	118,254	Increase revenue due to rollover funds
3483 IDP Fund	401 Health Division	No Program	60153 Special Departmental Supplies	-	34,293	34,293	Adjust to align with state budget
3483 IDP Fund	401 Health Division	No Program	60301 General Professional Services	32,346	(32,346)	0	Adjust to align with state budget
3483 IDP Fund	401 Health Division	No Program	60421 Equipment	-	6,704	6,704	Adjust to align with state budget
3483 IDP Fund	401 Health Division	No Program	70411 Staff Vehicles	-	20,500	20,500	Mobile Clinic retrofitting
3483 IDP Fund	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3497 SB 129 Pre-Trial	224 Probation	No Program	45176 SB823 Revenue	140,000	90,528	230,528	Increase in amount awarded
3497 SB 129 Pre-Trial	224 Probation	No Program	51115 Overtime	-	7,150	7,150	Increase to balance
3497 SB 129 Pre-Trial	224 Probation	No Program	51202 Longevity Pay	-	2,709	2,709	Increase to balance
3497 SB 129 Pre-Trial	224 Probation	No Program	51207 Standby Call Back Pay	-	5,000	5,000	Increase to balance
3497 SB 129 Pre-Trial	224 Probation	No Program	60111 Training and Seminars	-	20,000	20,000	Increase to balance
3497 SB 129 Pre-Trial	224 Probation	No Program	60201 Miscellaneous Expense	7,809	7,068	14,877	Increase to balance
3497 SB 129 Pre-Trial	224 Probation	No Program	60546 Client - Lab Data Monitoring Services	20,000	10,000	30,000	Increase to balance
3497 SB 129 Pre-Trial	224 Probation	No Program	80111 Transfer Out - General	-	38,601	38,601	3497-224 to 3432-224
3497 SB 129 Pre-Trial	**224 Probation**	**No Program**	**Net Budget Adjustments**		**0**		
3534 Mariposa Pines Utility	408 Plant Operations	No Program	49101 Transfer In - General	71,896	(25,000)	46,896	3320-408 to 3534-408
3534 Mariposa Pines Utility	408 Plant Operations	No Program	60201 Miscellaneous Expense	71,896	(25,000)	46,896	To balance fund
3534 Mariposa Pines Utility	**408 Plant Operations**	**No Program**	**Net Budget Adjustments**		**0**		
3545 Oak Fire Debris Remov	102 Administration	No Program	45201 CDAA California Disaster Assistance Act - State	17,463,000	57,500	17,520,500	To correct the BOP budget action
3545 Oak Fire Debris Remov	102 Administration	No Program	49101 Transfer In - General	187,000	(57,500)	129,500	To correct the BOP budget action
3545 Oak Fire Debris Remo	**102 Administration**	**No Program**	**Net Budget Adjustments**		**0**		

Attachment: FY23 Midyear Change Requests (RES-2023-127 : Approve Mid-Year Budget Adjustments

Mariposa County 22-23Midyear Budget Adjustment Requests

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Explanation
3626 Local Assistance and T	102 Administration	No Program	46064 CARES Act - Federal	-	1,234,437	1,234,437	LATCF funding
3626 Local Assistance and T	102 Administration	No Program	60421 Equipment	-	1,234,437	1,234,437	Pending decisions on how funding will be spent
3626 Local Assistance and T	**102 Administration**	**No Program**	**Net Budget Adjustments**		**0**		
4701 ERP Debt Service	102 Administration	No Program	49101 Transfer In - General	222,477	8,556	231,033	1001-100 to 4701-102
4701 ERP Debt Service	102 Administration	No Program	60455 Interest Expense	2,444	8,556	11,000	To cover expenses
4701 ERP Debt Service	**102 Administration**	**No Program**	**Net Budget Adjustments**		**0**		
5501 Capital Improvement F	350 Engineering	No Program	49101 Transfer In - General	230,000	249,630	479,630	Replenish for FA costs paid out in 21/22
5501 Capital Improvement F	350 Engineering	No Program	70311 Roads and Bridges	-	249,630	249,630	Replenish for FA costs paid out in 21/22
5501 Capital Improvement	**350 Engineering**	**No Program**	**Net Budget Adjustments**		**0**		
5512 Caltrans Hwy Bridge Pr	350 Engineering	No Program	46053 Bridge Replacement and Repair - Federal	3,740,000	9,039,906	12,779,906	Appropriate balance of federal commitment to this program
5512 Caltrans Hwy Bridge Pr	350 Engineering	No Program	70311 Roads and Bridges	621,349	9,039,906	9,661,255	Appropriate fixed asset line with balance of federal funding
5512 Caltrans Hwy Bridge P	**350 Engineering**	**No Program**	**Net Budget Adjustments**		**0**		
5524 Disaster Capital Fund	350 Engineering	No Program	45201 CDAA California Disaster Assistance Act - State	232,291	606,258	838,549	New revenue
5524 Disaster Capital Fund	350 Engineering	No Program	46069 Federal Revenue Aid for Disaster - Other	-	200,009	200,009	New revenue
5524 Disaster Capital Fund	350 Engineering	No Program	80111 Transfer Out - General	-	806,267	806,267	5524-350 to 3300-300
5524 Disaster Capital Fund	**350 Engineering**	**No Program**	**Net Budget Adjustments**		**0**		
5574 Water Storage Tanks	350 Engineering	No Program	44201 Interest From Investments	-	0	0	
5574 Water Storage Tanks	350 Engineering	No Program	49101 Transfer In - General	144,066	3,695	147,761	
5574 Water Storage Tanks	350 Engineering	No Program	70331 Other Infrastructure	0	3,695	3,695	
5574 Water Storage Tanks	**350 Engineering**	**No Program**	**Net Budget Adjustments**		**0**		
5577 Sheriff Headquarters	350 Engineering	No Program	60302 Design, Architectural, Engineering	112,310	(112,310)	0	Per Auditor, consultant to be paid out of fixed asset
5577 Sheriff Headquarters	350 Engineering	No Program	70111 Community and Office Buildings	1,500,000	112,310	1,612,310	Increase fixed asset
5577 Sheriff Headquarters	**350 Engineering**	**No Program**	**Net Budget Adjustments**		**0**		
6601 Solid Waste Fund	404 Solid Waste	No Program	47152 Residential Landfill Fees	650,000	50,000	700,000	Increase revenue due to increased volume in brushing tonnage
6601 Solid Waste Fund	404 Solid Waste	No Program	60313 Landfill Services	153,154	50,000	203,154	Increase to net balance fund
6601 Solid Waste Fund	**404 Solid Waste**	**No Program**	**Net Budget Adjustments**		**0**		
6606 Transit Fund	505 Transit	No Program	45501 Section 5311 Operating - State	110,000	10,000	120,000	To align budget with actual revenue
6606 Transit Fund	505 Transit	No Program	45502 Title IIIB Transportation - State	75,000	10,000	85,000	To align budget with actual revenue
6606 Transit Fund	505 Transit	No Program	60441 Fuel	45,000	10,000	55,000	To align budget with anticipated expense
6606 Transit Fund	505 Transit	No Program	60621 County Vehicle Expense	45,000	10,000	55,000	To align budget with anticipated expense
6606 Transit Fund	**505 Transit**	**No Program**	**Net Budget Adjustments**		**0**		

Attachment: FY23 Midyear Change Requests (RES-2023-127 : Approve Mid-Year Budget Adjustments

Mariposa County

Fiscal Year 2022-2023 Revenue Summary by Fund

Fund	Dep	Adjusted Budget	YTD Actuals as of December	Percent Utilization	Explanation
1001 General Fund	100	49,536,815	12,442,117	25%	Property tax and sales tax revenues not posted in Q1/Q2
1001 General Fund	102	0	801	0%	Revenue incorrectly accounted here
1001 General Fund	143	122,319	0	0%	Transfers will occur in Q3/Q4
1001 General Fund	206	56,454	36,297	64%	
1001 General Fund	109	137,000	47,544	35%	
1001 General Fund	103	4,800	0	0%	Transfers will occur in Q3/Q4
1001 General Fund	107	44,000	25,913	59%	
1001 General Fund	101	0	9	0%	Revenue incorrectly accounted here
1001 General Fund	113	78,000	200	0%	Interdepartmental services revenue transfers will occur in Q3/Q4
1001 General Fund	108	211,000	36,041	17%	Investment fees collected in Q3/Q4
1001 General Fund	120	26,425	11,211	42%	
1001 General Fund	121	70,500	9,072	13%	Revenue anticipated in Q3/Q4
1001 General Fund	249	285,000	99,356	35%	
1001 General Fund	235	318,500	31,557	10%	Revenue anticipated in Q3/Q4
1001 General Fund	212	192,296	5,042	3%	Public safety sales tax not yet received
1001 General Fund	215	0	209,123	0%	Needs to be journaled to fund 3215
1001 General Fund	228	1,458,701	19,365	1%	Assistance by hire revenue anticipated in Q3/Q4, revenue from two new grants anticipated in Q3/Q4
1001 General Fund	224	33,500	19,988	60%	
1001 General Fund	216	1,444,468	608,851	42%	
1001 General Fund	219	231,827	97,749	42%	
1001 General Fund	220	357,706	70,988	20%	Transfers will occur in Q3/Q4
1001 General Fund	207	635,621	0	0%	Transfers will occur in Q3/Q4
1001 General Fund	128	144,925	39,976	28%	Transfers will occur in Q3/Q4
1001 General Fund	304	226,141	73,374	32%	
1001 General Fund	313	50,000	0	0%	Interdepartmental services revenue transfers will occur in Q3/Q4
1001 General Fund	317	25,500	23,440	92%	Unanticipated revenue received for STIP and CMAC projects; surge in vacation rental applications
1001 General Fund	330	191,000	0	0%	Transfers will occur in Q3/Q4
1001 General Fund	350	127,000	140,199	110%	Federal revenue 190% of budget, fees for service revenue is 83% of budget
1001 General Fund	701	37,000	32,167	87%	The majority of the revenue typically received in Q1 of the fiscal year for summer programs
1001 General Fund	606	54,500	32,753	60%	
1001 General Fund	401	1,025,511	12	0%	Transfers will occur in Q3/Q4
1001 General Fund	402	8,316,930	2,804,184	34%	
1001 General Fund	403	1,722,281	1,175,062	68%	
1001 General Fund	457	107,512	73,291	68%	
1001 General Fund	501	9,255,001	1,790,977	19%	Transfers will occur in Q3/Q4
1001 General Fund	506	2,873,075	112,013	4%	Transfers will occur in Q3/Q4
1001 General Fund	507	7,119,372	2,721,168	38%	
1001 General Fund	510	25,000	13,687	55%	
1001 General Fund	528	6,059,012	1,553,712	26%	Transfers will occur in Q3/Q4
2304 Law Library	102	22,727	6,109	27%	Skewed by beginning fund balance
3031 Local Transportation Fund	307	562,895	281,887	50%	
3032 State Transit Assistance Fund	307	197,457	105,379	53%	
3033 Transportation Planning Fund	307	689,637	157,955	23%	Revenue anticipated in Q3/Q4
3034 Pedestrian Bikeway Fund	307	185,081	0	0%	Skewed by beginning fund balance
3215 Victim Witness Fund	215	412,269	0	0%	Will be at 50% when journal from 1001 incorrectly entered revenue is done
3300 Roads Fund	300	8,118,315	1,872,891	23%	Skewed by beginning fund balance; transfers and reserve utilization will occur in Q3/Q4
3301 Fish And Game	101	19,293	419	2%	Skewed by beginning fund balance
3310 CSA 3 Fire Assessments	107	740,040	102,892	14%	Skewed by beginning fund balance; assessments collected in Q3/Q4
3311 CSA 1-Don Pedro Fire	107	105,883	0	0%	Skewed by beginning fund balance; assessments collected in Q3/Q4
3325 DA Asset Forfeiture	212	2,420	0	0%	Skewed by beginning fund balance
3327 Sheriff Asset Forfeiture	216	23,245	0	0%	Skewed by beginning fund balance
3328 Comm Child Abuse Prevent	501	87,850	112	0%	Skewed by beginning fund balance

Attachment: Midyear Revenue by Fund FY23 2.3.23 (RES-2023-127 : Approve Mid-Year Budget

Mariposa County

Fiscal Year 2022-2023 Revenue Summary by Fund

Fund	Dep	Adjusted Budget	YTD Actuals as of December	Percent Utilization	Explanation
3329 SLESF Fund	216	348,028	128,462	37%	
3330 Housing Development Fund	111	755,908	10,060	1%	Grant funds received on a reimbursement basis, anticipate funds in Q3/Q4
3331 First Time Homebuyer Loans	111	550,000	0	0%	Grant funds received on a reimbursement basis, anticipate funds in Q3/Q4
3334 Community Energy Grants	402	493,189	117,216	24%	Revenue anticipated in Q3/Q4
3335 CSBG Fund	402	463,154	153,391	33%	
3336 TANF Fund	501	74,282	0	0%	Skewed by beginning fund balance
3341 Senior Services Fund	519	931,635	71,163	8%	New grant; Transfers will occur in Q3/Q4; revenue anticipated in Q3/Q4
3345 Forest Reserve	228	148,900	0	0%	Skewed by beginning fund balance
3351 JJCPA Fund	224	238,559	56,011	23%	Skewed by beginning fund balance
3352 HUD Continuum of Care	402	76,354	42,567	56%	
3353 RCCP Fund	216	519,969	258,259	50%	
3358 DNA Identification Fund	216	45,855	1,460	3%	Skewed by beginning fund balance
3360 Domestic Violence - Probation	224	795	0	0%	Skewed by beginning fund balance
3361 County Inmate Welfare Fund	220	127,706	6,898	5%	Skewed by beginning fund balance
3362 CalFRESH Overpay Incentives	506	21,728	0	0%	Skewed by beginning fund balance
3363 Human Services Assist Trust	506	1,519,639	1,004,146	66%	
3364 Cash Difference Tax Collector	108	1,490	(170)	11%	Skewed by beginning fund balance
3365 Department Of Justice-DA	212	10,323	258	2%	Skewed by beginning fund balance
3366 Probation Drug Program	224	8,138	311	4%	Skewed by beginning fund balance
3368 Human Services Admin Trust	506	9,449,630	2,754,676	29%	
3369 Sund-Pelosso Advance	212	5,403	0	0%	Reimbursements anticipated in Q3/Q4
3370 LAFCO Fund	249	18,640	0	0%	Skewed by beginning fund balance
3371 Child Support Services Fund	207	634,621	389,824	61%	
3372 CalFRESH Overpay Collect	506	9,115	258	3%	Revenue anticipated in Q3/Q4
3376 Finger Print Identification	216	75,109	966	1%	Skewed by beginning fund balance
3378 Emergency Medical Service	401	132,057	3,503	3%	Skewed by beginning fund balance
3379 Recorders Modernization	109	116,392	7,198	6%	Skewed by beginning fund balance
3380 Drug & Alcohol Prevention	403	2,406	203	8%	Skewed by beginning fund balance
3382 Public Administrator	216	40,013	0	0%	Skewed by beginning fund balance
3383 Welfare Trust-Social Services	501	3,062	0	0%	Skewed by beginning fund balance
3384 Alcohol Program Ment Hlth	403	4,314	258	6%	Skewed by beginning fund balance
3385 Tobacco Cessation-Health	401	243,168	75,000	31%	
3386 Recorder Cash Difference	109	1,662	114	7%	Skewed by beginning fund balance
3387 Criminal Lab H&S 11372.5	216	20,666	248	1%	Skewed by beginning fund balance
3389 Micro Conversion-Recorder	109	36,212	1,821	5%	Skewed by beginning fund balance
3390 Tax Collector's Cost	108	181,214	0	0%	Skewed by beginning fund balance
3392 1991 Health Realignment	401	2,341,866	144,596	6%	Skewed by beginning fund balance
3393 1991 Ment Hlth Realignment	402	1,379,360	21,073	2%	Skewed by beginning fund balance, state revenue anticipated in Q3/Q4
3394 1991 Human Services Realign	506	5,423,425	1,603,185	30%	
3399 Vitals - Recorder	109	67,523	1,428	2%	Skewed by beginning fund balance
3400 Vitals - Clerk	120	2,246	0	0%	Skewed by beginning fund balance
3401 STC Fund	224	15,272	6,740	44%	
3401 STC Fund	220	12,168	0	0%	Revenue anticipated in Q3/Q4
3402 PHEP Fund	401	119,200	58,503	49%	
3404 LEA Fund	401	3,595	0	0%	Should be in the 457 (Environmental Health) budget - will transfer
3404 LEA Fund	457	17,082	16,205	95%	90% Advance funding received in Q1
3406 First 5 Visiting Pub Hlth Nurse	401	3	0	0%	Fund will be closed in FY23
3409 Automated Warrant System	216	43,071	25	0%	Skewed by beginning fund balance
3411 Public Authority	501	165,299	39,966	24%	Revenue anticipated in Q3/Q4
3413 Sheriff - Civil Matters	216	10,893	0	0%	Skewed by beginning fund balance
3416 Revenue And Recovery	224	160,910	25,190	16%	Skewed by beginning fund balance, state revenue anticipated in Q3/Q4
3417 Youthful Offender	224	376,270	63,392	17%	Skewed by beginning fund balance
3418 Probation Juvenile Facilities AB178	109	0	14	0%	Skewed by beginning fund balance
3418 Probation Juvenile Facilities AB178	223	0	397,396	0%	This is new funding for Juvenile hall construction, the budget will be created in FY24

Attachment: Midyear Revenue by Fund FY23 2.3.23 (RES-2023-127 : Approve Mid-Year Budget

Mariposa County

Fiscal Year 2022-2023 Revenue Summary by Fund

Fund	Dep	Adjusted Budget	YTD Actuals as of December	Percent Utilization	Explanation
3419 SSN Truncation-Recorder	109	26,627	1,721	6%	Skewed by beginning fund balance
3420 Hazardous Material Clean Up	304	1,760	0	0%	Skewed by beginning fund balance, fund will close in FY23
3423 Sheriff Civil GC26746	216	4,267	0	0%	Skewed by beginning fund balance
3424 Micro Assistance Loans	143	11,929	0	0%	Skewed by beginning fund balance
3425 SAFE Business Relief Program	143	31,154	11,367	36%	
3426 CMSP Fund	401	358	0	0%	Fund will be closed in FY23
3427 Prop 56 Tobacco Tax	401	236,699	75,000	32%	
3428 Pandemic Influenza State	401	60,590	42,239	70%	
3430 Library Private Donation	606	372,289	0	0%	Skewed by beginning fund balance
3432 Community Correct AB109	224	3,110,150	479,581	15%	Skewed by beginning fund balance
3433 2011 Human Serv Realign	506	3,909,382	1,267,250	32%	
3434 Community Correct SB678	224	562,835	50,000	9%	Skewed by beginning fund balance
3435 2011 Behav Hlth Realignment	402	2,579,681	786,912	31%	
3436 Cal-MMET Fund	216	139,613	63,563	46%	
3437 State Parole DA	212	111,949	21,185	19%	Skewed by beginning fund balance
3438 DJJ Realignment SB823	224	499,255	250,000	50%	
3439 DEA Grant Fund	216	243,541	48,964	20%	Skewed by beginning fund balance
3440 Bailiff Fund	277	291,360	103,526	36%	
3441 Youth Programs and Facilities Grant (YPFG)	224	63,949	0	0%	Grant recently rewarded, funds not yet received
3443 Mental Health Triage Grant	506	54	0	0%	Fund will close in FY23
3444 JAG Drug Task Force	224	385,955	44,378	11%	Revenue anticipated in Q3/Q4
3445 OES/HSGP Fund	216	174,333	0	0%	Skewed by beginning fund balance
3448 Tree Mortality	102	0	147,085	0%	Revenue received from an MCRCD grant, adjustment will be made to close out the fund
3449 Whole Person Care Fund	402	85,273	0	0%	Fund will close in FY23
3452 Emergency Planning Grant	216	341,549	0	0%	State revenue and transfers will be received in Q3/Q4
3453 Tobacco Law Enforcement	216	193,179	36,513	19%	Skewed by beginning fund balance
3454 JBCT Fund	402	656,925	48,701	7%	Skewed by beginning fund balance
3455 County Assessors' Grant	109	515,263	0	0%	Skewed by beginning fund balance, transfers in will occur in Q3/Q4
3457 CMSP Grant Fund	402	8,181	0	0%	Fund will close in FY23
3459 Homeless Emergency Aid	402	2,123	0	0%	Fund will close in FY23
3460 Creative Placemaking MPSA	249	0	6,000	0%	Revenue accounted for here, but this grant is closed
3461 Homeless Housing - WPC	402	726,112	305,000	42%	
3462 Public Safe Power Shutoff	216	34,675	0	0%	Skewed by beginning fund balance
3463 AIDS/HIV Surveillance	401	2,026	1,347	66%	
3464 CCS CA Children's Services	401	111,873	14,286	13%	Revenue anticipated in Q3/Q4
3465 Air Pollution Subvention	457	74,101	5,165	7%	As of 2/13/23 revenue is 86% of budget, accounting caught up in Q3
3466 CHDP Fund	401	66,462	9,619	14%	Revenue anticipated in Q3/Q4
3467 MCAH Fund	401	112,264	0	0%	Revenue anticipated in Q3/Q4
3468 IAP Fund	401	590,985	314,632	53%	
3469 CUPA Fund	457	174,002	8,974	5%	Skewed by beginning fund balance, state revenue anticipated in Q3/Q4
3470 Cal-Fresh Healthy Living	401	150,000	44,676	30%	
3471 COHP Fund	401	144,088	0	0%	Revenue anticipated in Q3/Q4
3472 CLPPP Fund	401	71,805	3,687	5%	Revenue anticipated in Q3/Q4
3473 Woodsmoke Reduction	457	0	0	0%	Fund will be closed in FY23
3474 CARB Fund	457	210,518	0	0%	Skewed by beginning fund balance
3475 HCPCFC Fund	401	35,574	0	0%	Revenue anticipated in Q3/Q4
3476 Detwiler Fire Fund	271	2,047	0	0%	Skewed by beginning fund balance, fund will close in FY23
3477 Ferguson Fire	286	364	0	0%	Skewed by beginning fund balance, fund will close in FY23
3478 SAFE Grant	401	11,372	0	0%	Skewed by beginning fund balance, transfers in will occur in Q3/Q4
3480 Covid-19 HHAP/COC Fund	401	0	0	0%	Fund will be closed in FY23
3481 Covid-19 CMSP	401	19,688	0	0%	Fund will be closed in FY23
3482 Covid-19 CDHP/PHEP Fund	401	0	0	0%	Fund will be closed in FY23
3483 IDP Fund	401	63,465	4,358	7%	Revenue anticipated in Q3/Q4
3484 CAP Incentives Fund	457	129,456	0	0%	Skewed by beginning fund balance

Attachment: Midyear Revenue by Fund FY23 2.3.23 (RES-2023-127 : Approve Mid-Year Budget

Mariposa County

Fiscal Year 2022-2023 Revenue Summary by Fund

Fund	Dep	Adjusted Budget	YTD Actuals as of December	Percent Utilization	Explanation
3485 CAPP Fund	457	78,631	0	0%	Skewed by beginning fund balance
3486 PBE Grant Fund	457	0	0	0%	Fund will be closed in FY23
3487 SLFRF–State and Local Fiscal Recovery Funds	102	3,314,201	1,670,741	50%	
3490 ELC - Enhance Detection	401	1,021,222	148,958	15%	Revenue anticipated in Q3/Q4
3490 ELC - Enhance Detection	402	0	145,695	0%	Should be 401 not 402 to transfer to 401
3491 ELC Cares	401	0	0	0%	Fund will be closed in FY23
3492 Targeted Case Management	402	730,784	211,171	29%	
3493 Public Health Institute COVID Funding	401	0	0	0%	Fund will be closed in FY23
3494 Crisis Care Mobile Units	402	483,720	0	0%	Revenue anticipated in Q3/Q4
3495 California Equitable Recovery Unit	401	175,109	0	0%	Revenue anticipated in Q3/Q4
3497 SB 129 Pre-Trial	224	140,000	137,987	99%	Revenue received in Q1/Q2
3458 Distance Learn & Tele-Med	402	866,119	418,693	48%	
3488 Terra Count	249	89,923	24,130	27%	Revenue received on a reimbursement basis as tasks are completed
3489 SALC Program Fund	249	257,921	38,955	15%	Revenue received on a reimbursement basis as tasks are completed
3536 MHSA Fund - ASOC/CSOC	402	2,728,365	585,535	21%	Skewed by beginning fund balance, state revenue anticipated in Q3/Q4
3537 MHSA - PEI	402	457,473	155,306	34%	
3539 MHSA Innovation	402	226,412	38,827	17%	Skewed by beginning fund balance
3542 MHSA Housing Development	402	0	0	0%	Fund will close in FY23
3543 Inmate Medical Services	401	870,214	0	0%	Transfers will occur in Q3/Q4
3544 Our Town Federal Grant	249	75,000	0	0%	Revenue received on a reimbursement basis as tasks are completed
3545 Oak Fire Debris Removal	102	6,657,409	0	0%	Revenue received on a reimbursement basis as tasks are completed
3545 Oak Fire Debris Removal	292	0	974,765	0%	Posted to incorrect department - should be Administration 102
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	143	313,696	173,492	55%	
3602 USDA Grant Countywide Market Study	143	48,620	0	0%	Grant recently rewarded, funds not yet received
3603 DIS Workforce Development Grant	401	163,814	0	0%	Revenue anticipated in Q3/Q4
3604 MHBG ARPA Grant	402	309,015	0	0%	New grant; Revenue anticipated in Q3/Q4
3605 High Frequency Grant	216	60,000	0	0%	Grant recently rewarded, funds not yet received
3606 MHBG CRRSAA Grant	402	159,122	0	0%	New grant; Revenue anticipated in Q3/Q4
3614 SABG ARPA Grant	403	296,263	0	0%	New grant; Revenue anticipated in Q3/Q4
3616 SABG CRRSAA Grant	403	258,993	0	0%	New grant; Revenue anticipated in Q3/Q4
3617 OSBA Micro Enterprise Grant	143	21,065	0	0%	Skewed by beginning fund balance
3618 Yosemite KOA - Planning	249	97,266	0	0%	Revenue received on a reimbursement basis as tasks are completed
3619 Terramor Outdoor Resort - Planning	249	97,266	0	0%	Revenue received on a reimbursement basis as tasks are completed
3620 Business Assistance Loan Fund 20-CDBG-12039	143	500,000	0	0%	Grant recently rewarded, funds not yet received
3621 CDBG Micro Enterprise Loan	143	250,000	0	0%	Grant recently rewarded, funds not yet received
3622 Resort Hotel Feasibility Study 21-CDBG	143	40,000	0	0%	Grant recently rewarded, funds not yet received
3623 Childcare Feasibility Study 21-CDBG-ED-10006	143	75,000	0	0%	Grant recently rewarded, funds not yet received
3624 CPUC LATA Broadband Network Design	143	500,000	0	0%	Grant recently rewarded, funds not yet received
3312 Water Agency	304	189,165	1,510	1%	Skewed by beginning fund balance
3313 Coulterville Lighting	304	68,296	53	0%	Skewed by beginning fund balance
3314 Coulterville Service Area	408	347,917	74,013	21%	Utility fee collections at roughly 50%; debt proceeds, beginning fund balance and reserve utilization will occur in Q3/Q4
3315 Don Pedro Equestrian Trails	304	41,806	0	0%	Skewed by beginning fund balance
3316 Don Pedro Sewer	408	295,456	27,385	9%	Utility fee collections at roughly 50%; debt proceeds, beginning fund balance and reserve utilization will occur in Q3/Q4
3317 Hornitos Lighting	304	46,090	19	0%	Skewed by beginning fund balance
3318 Mariposa Lighting	304	621,344	301	0%	Skewed by beginning fund balance
3319 Mariposa Parking	304	39,036	37	0%	Skewed by beginning fund balance
3320 Mariposa Pines	408	191,636	9,510	5%	Utility fee collections at roughly 50%; skewed by beginning fund balance; reserve utilization will occur in Q3/Q4
3321 Wawona Service Area	304	97,979	50,570	52%	
3322 Yosemite West Maint District	408	1,017,622	143,264	14%	Utility fee collections at roughly 50%; skewed by beginning fund balance; reserve utilization will occur in Q3/Q4
3530 CSA Utility Capital Reserve Fund	408	0	0	0%	Reserve fund zeroed out to minimize loan required for operating funds

Attachment: Midyear Revenue by Fund FY23 2.3.23 (RES-2023-127 : Approve Mid-Year Budget

Mariposa County

Fiscal Year 2022-2023 Revenue Summary by Fund

Fund	Dep	Adjusted Budget	YTD Actuals as of December	Percent Utilization	Explanation
3532 DPSZ Utility Capital Reserve Fund	408	0	1,748	0%	Reserve fund zeroed out to minimize loan for operating funds, actuals will be transferred out in FY24
3533 Future of Public Health	401	421,193	0	0%	Revenue anticipated in Q3/Q4
3534 Mariposa Pines Utility Capital Reserve Fund	408	71,896	622	1%	Transfers will occur in Q3/Q4
3535 Yosemite West Maintenance District Utility Capital Reserve Fund	408	0	6,272	0%	Reserve fund zeroed out to minimize loan for operating funds, actuals will be transferred out in FY24
4701 ERP Debt Service	102	222,444	0	0%	Transfers will occur in Q3/Q4
4750 Health Building	107	72,000	0	0%	Transfers will occur in Q3/Q4
4753 Yosemite West Bond 2004	108	623,468	0	0%	Skewed by beginning fund balance, debt service assessments will occur in Q3/Q4
4756 Don Pedro Bond 2006	108	366,667	0	0%	Debt service assessments will occur in Q3/Q4
4770 CSA 3 Fire Equipment	107	0	0	0%	Transfers will occur in Q3/Q4
4771 Energy Project Debt	102	187,035	0	0%	Transfers will occur in Q3/Q4
5501 Capital Improvement Fund	350	3,299,517	10,476	0%	Revenue anticipated in Q3/Q4 on a reimbursement basis
5502 Courthouse Construction	350	371,424	8,812	2%	Skewed by beginning fund balance
5503 MCCJF Construction	350	114,792	1,986	2%	Skewed by beginning fund balance
5505 Capital Project Reserve Fund	100	2,008,157	0	0%	Transfers will occur in Q3/Q4
5507 PTMISEA Fund	307	1,946	0	0%	Skewed by beginning fund balance; transfer to close fund will occur in Q3/Q4
5511 STIP Fund	350	1,599,833	0	0%	Revenue anticipated in Q3/Q4
5512 Caltrans Hwy Bridge Program	350	621,349	2,215,200	357%	Skewed by negative beginning fund balance, new revenue collections at 59% of budget
5513 Coulterville Drainage	350	55,360	0	0%	Skewed by beginning fund balance; transfer to close fund will occur in Q3/Q4
5522 Bridge Prevent Maint Prgrm	350	148,478	0	0%	Skewed by beginning fund balance
5524 Disaster Capital Fund	350	0	1,038,558	0%	This project is closed. The balance of funds will be transferred to fund 3300 for reimbursement
5527 Mpsa Creek Prkwy Restore	249	381,032	0	0%	Revenue received on a reimbursement basis as tasks are completed
5530 Yosemite West Leach Field Expansion - 2022	350	437,000	0	0%	Revenue anticipated in Q3/Q4
5536 Downtown Revitalization	350	5,944,241	0	0%	Revenue received on a reimbursement basis as tasks are completed
5537 Land Acquistions	102	1,907	0	0%	Skewed by beginning fund balance, fund will close in FY23
5538 Energy Project CIP	350	0	0	0%	Debt proceeds to correct negative beginning fund balance to occur in Q3/Q4
5539 Mariposa Creek Parkway Phase III Trailhead	249	671,500	0	0%	Revenue received on a reimbursement basis as tasks are completed
5540 Downtown Gateway Elements	249	150,000	0	0%	Revenue received on a reimbursement basis as tasks are completed
5541 Land Management Development Services Permitting Software	249	353,457	353,457	100%	Treasury funds recognized in Q1/Q2
5574 Water Storage Tanks	350	0	0	0%	Transfer to close fund will occur in Q3/Q4
5575 ERP Software Implementation	102	0	0	0%	Transfer to close fund will occur in Q3/Q4
5576 Water Storage Tank - FEMA	350	2,918,050	0	0%	Revenue received on a reimbursement basis as tasks are completed
5577 Sheriff Headquarters	350	1,612,310	0	0%	Transfers will occur in Q3/Q4
6600 Building	236	1,725,760	470,396	27%	Skewed by beginning fund balance, transfers in will occur in Q3/Q4
6601 Solid Waste	404	3,282,004	1,243,410	38%	
6601 Solid Waste	408	0	1,266	0%	Actuals incorrectly entered in this department, a journal will correct this
6602 Solid Waste Closure	404	2,012,983	0	0%	Skewed by beginning fund balance
6606 Transit	505	561,898	163,003	29%	Transfers will occur in Q3/Q4
6610 Airport	303	181,608	151,507	83%	Unanticipated flowage fees from Cal Fire during fire containment efforts 130% of budget
6612 Airport Rehabilitation	303	33,924	0	0%	Skewed by beginning fund balance, transfers in will occur in Q3/Q4
6616 Plant Operations	408	589,303	30,290	5%	Transfers and interdepartmental services revenue will occur in Q3/Q4
6701 Solid Waste Equipment Replacement	404	82,632	3,507	4%	Transfers will occur in Q3/Q4
7700 Fleet Maintenance	170	6,029,000	447,561	7%	Skewed by reserve utilization which will be done in Q3/Q4
7702 Fire Department Vehicle Replacement Fund	170	3,633,417	14,915	0%	Transfers will occur in Q3/Q4
7703 Vehicle Replacement Fund	170	1,223,898	109,583	9%	Transfers will occur in Q3/Q4
7704 Heavy Equipment Replacement Fund	170	0	86,286	0%	Errant posting. Correcting journal entered
7704 Heavy Equipment Replacement Fund	300	1,586,236	0	0%	Skewed by beginning fund balance, transfers in will occur in Q3/Q4
7705 General Insurance	100	2,415,675	541,155	22%	Transfers will occur in Q3/Q4
7706 Workers Comp Fund	100	1,293,597	(253,083)	20%	Transfers will occur in Q3/Q4
7707 General Liability Fund	100	1,329,998	13,241	1%	Transfers will occur in Q3/Q4

Attachment: Midyear Revenue by Fund FY23 2.3.23 (RES-2023-127 : Approve Mid-Year Budget

Mariposa County

Fiscal Year 2022-2023 Expense Summary by Fund

Fund	Dep	Adjusted Budget	YTD Actuals as of December	Percent Utilization	Explanation
1001 General Fund	100	11,041,072	929,600	8%	Transfers out, reserve designation, OPEB prefunding, debt issuance all will occur in Q3/Q4
1001 General Fund	102	1,099,026	481,692	44%	
1001 General Fund	111	121,561	65,789	54%	
1001 General Fund	115	651,638	392,805	60%	
1001 General Fund	143	150,709	79,678	53%	
1001 General Fund	151	2,179,996	1,033,734	47%	
1001 General Fund	205	28,720	16,545	58%	
1001 General Fund	206	555,000	211,678	38%	
1001 General Fund	292	0	235,877	0%	Oak Fire not anticipated and budgeted; expenditures show direct non-salary costs for early response
1001 General Fund	109	1,564,287	646,029	41%	
1001 General Fund	103	64,800	0	0%	Payments made after audit is completed in Q3/Q4
1001 General Fund	107	1,231,583	695,984	57%	
1001 General Fund	105	61,500	9,610	16%	Expenditures anticipated in Q3/Q4
1001 General Fund	101	974,871	406,737	42%	
1001 General Fund	113	786,747	392,660	50%	
1001 General Fund	108	955,142	374,180	39%	
1001 General Fund	120	120,235	103,457	86%	A portion of salaries and benefits will be shifted to another division in this department, bringing expenditures in line with budget
1001 General Fund	121	240,497	222,099	92%	A portion of salaries and benefits will be shifted to another division in this department, bringing expenditures in line with budget
1001 General Fund	249	1,929,596	745,075	39%	
1001 General Fund	250	278,090	166,528	60%	
1001 General Fund	235	688,596	292,762	43%	
1001 General Fund	212	1,934,682	808,400	42%	
1001 General Fund	228	3,766,298	848,617	23%	Expenditures anticipated in Q3/Q4
1001 General Fund	223	250,978	102,878	41%	
1001 General Fund	224	1,703,571	885,293	52%	
1001 General Fund	216	10,540,131	5,412,006	51%	
1001 General Fund	219	360,195	183,815	51%	
1001 General Fund	220	4,521,865	1,907,582	42%	
1001 General Fund	207	635,621	286,370	45%	
1001 General Fund	128	2,555,989	1,031,414	40%	
1001 General Fund	304	727,746	318,239	44%	
1001 General Fund	313	568,215	259,611	46%	
1001 General Fund	317	363,446	161,275	44%	
1001 General Fund	330	191,000	143,250	75%	Q3 payment made early
1001 General Fund	350	1,122,056	348,062	31%	
1001 General Fund	701	382,598	159,070	42%	
1001 General Fund	606	775,751	285,774	37%	
1001 General Fund	608	331,637	114,380	34%	
1001 General Fund	401	1,025,511	374,461	37%	
1001 General Fund	402	8,316,930	3,906,307	47%	
1001 General Fund	403	1,722,281	772,374	45%	
1001 General Fund	457	727,465	254,978	35%	
1001 General Fund	501	9,255,001	3,940,945	43%	
1001 General Fund	506	2,873,075	1,807,727	63%	

Attachment: Midyear Expense by Fund FY23 2.3.23 (RES-2023-127 : Approve Mid-Year Budget

Mariposa County

Fiscal Year 2022-2023 Expense Summary by Fund

Fund	Dep	Adjusted Budget	YTD Actuals as of December	Percent Utilization	Explanation
1001 General Fund	507	7,119,372	3,368,052	47%	
1001 General Fund	510	50,600	19,893	39%	
1001 General Fund	528	6,059,012	2,418,022	40%	
2304 Law Library	102	22,727	0	0%	No program activity
3031 Local Transportation Fund	307	562,895	478	0%	Transfers occur in Q3/Q4
3032 State Transit Assistance Fund	307	197,457	0	0%	Transfers occur in Q3/Q4
3033 Transportation Planning Fund	307	689,637	244,805	35%	
3034 Pedestrian Bikeway Fund	307	185,081	0	0%	No program activity
3215 Victim Witness Fund	215	412,269	194,959	47%	
3300 Roads Fund	300	8,118,315	1,592,495	20%	High-dollar expenditures (12.27.22 storm damage repairs, Don Pedro cape seal, Roadside brushing, roadside spraying, striping, and grading) will occur in Q3/Q4
3301 Fish And Game	101	19,293	0	0%	No program activity
3310 CSA 3 Fire Assessments	107	740,040	82	0%	Transfers occur in Q3/Q4; the fund will close in FY23
3311 CSA 1-Don Pedro Fire	107	105,883	3,906	4%	Expenditures anticipated in Q3/Q4
3325 DA Asset Forfeiture	212	2,420	0	0%	No program activity
3327 Sheriff Asset Forfeiture	216	23,245	5,000	22%	Minimal program activity
3328 Comm Child Abuse Prevent	501	87,850	16,692	19%	Invoices have been coded incorrectly, will journal to correct
3329 SLESF Fund	216	348,028	177,508	51%	
3330 Housing Development Fund	111	755,908	14,079	2%	Expenditures anticipated in Q3/Q4
3331 First Time Homebuyer Loans	111	550,000	20,704	4%	Expenditures anticipated in Q3/Q4
3334 Community Energy Grants	402	493,189	238,082	48%	
3335 CSBG Fund	402	463,154	137,973	30%	
3336 TANF Fund	501	74,282	3,586	5%	Expenses dispersed as community needs require
3341 Senior Services Fund	519	931,635	192,161	21%	Large new grant items have not yet been purchased
3345 Forest Reserve	228	148,900	10,000	7%	Expenditures anticipated in Q3/Q4
3351 JJCPA Fund	224	238,559	29,098	12%	Other operating expenses function as a reserve; expenditures incurred as needed
3352 HUD Continuum of Care	402	76,354	25,934	34%	
3353 RCCP Fund	216	519,969	239,421	46%	
3358 DNA Identification Fund	216	45,855	0	0%	No program activity
3360 Domestic Violence - Probation	224	795	495	62%	
3361 County Inmate Welfare Fund	220	127,706	18,938	15%	Minimal program activity
3362 CalFRESH Overpay Incentives	506	21,728	0	0%	Expenses dispersed as community needs require
3363 Human Services Assist Trust	506	1,519,639	106,335	7%	Transfers occur in Q3/Q4
3364 Cash Difference Tax Collector	108	1,490	0	0%	No program activity
3365 Department Of Justice-DA	212	10,323	0	0%	No program activity
3366 Probation Drug Program	224	8,138	0	0%	No program activity
3368 Human Services Admin Trust	506	9,449,630	2,443,841	26%	Transfers occur in Q3/Q4
3369 Sund-Pelosso Advance	212	5,403	2,400	44%	
3370 LAFCO Fund	249	18,640	6,312	34%	
3371 Child Support Services Fund	207	634,621	0	0%	Transfers occur in Q3/Q4
3372 CalFRESH Overpay Collect	506	9,115	0	0%	Expenses dispersed as community needs require
3376 Finger Print Identification	216	75,109	0	0%	No program activity
3378 Emergency Medical Service	401	132,057	0	0%	Transfers occur in Q3/Q4
3379 Recorders Modernization	109	116,392	0	0%	No program activity
3380 Drug & Alcohol Prevention	403	2,406	0	0%	Transfers occur in Q3/Q4; the fund will close in FY23
3382 Public Administrator	216	40,013	0	0%	No program activity
3383 Welfare Trust-Social Services	501	3,062	0	0%	Expenses dispersed as community needs require
3384 Alcohol Program Ment Hlth	403	4,314	0	0%	Transfers occur in Q3/Q4
3385 Tobacco Cessation-Health	401	243,168	53,057	22%	Return of unused grant funds to be returned 3rd Quarter
3386 Recorder Cash Difference	109	1,662	1,068	64%	
3387 Criminal Lab H&S 11372.5	216	20,666	0	0%	No program activity

Attachment: Midyear Expense by Fund FY23 2.3.23 (RES-2023-127 : Approve Mid-Year Budget

Mariposa County

Fiscal Year 2022-2023 Expense Summary by Fund

Fund	Dep	Adjusted Budget	YTD Actuals as of December	Percent Utilization	Explanation
3389 Micro Conversion-Recorder	109	36,212	0	0%	No program activity
3390 Tax Collector's Cost	108	181,214	0	0%	No program activity
3392 1991 Health Realignment	401	2,341,866	0	0%	Transfers occur in Q3/Q4
3393 1991 Ment Hlth Realignment	402	1,379,360	0	0%	Transfers occur in Q3/Q4
3394 1991 Human Services Realign	506	5,423,425	718,522	13%	Transfers occur in Q3/Q4
3399 Vitals - Recorder	109	67,523	0	0%	No program activity
3400 Vitals - Clerk	120	2,246	0	0%	No program activity
3401 STC Fund	224	15,272	3,525	23%	Expenditures anticipated in Q3/Q4
3401 STC Fund	220	12,168	1,314	11%	Expenditures anticipated in Q3/Q4
3402 PHEP Fund	401	119,200	49,288	41%	
3404 LEA Fund	401	3,595	0	0%	Wrong dept- should be 457. Will do transfer to move fund balance to 457
3404 LEA Fund	457	17,082	7,024	41%	
3406 First 5 Visiting Pub Hlth Nurse	401	3	0	0%	Fund will close in FY23
3409 Automated Warrant System	216	43,071	0	0%	No program activity
3411 Public Authority	501	165,299	16,504	10%	Transfers occur in Q3/Q4
3413 Sheriff - Civil Matters	216	10,893	4,442	41%	
3416 Revenue And Recovery	224	160,910	54,279	34%	
3417 Youthful Offender	224	376,270	74,179	20%	Other operating expenses function as a reserve; expenditures incurred as needed
3419 SSN Truncation-Recorder	109	26,627	0	0%	No program activity
3420 Hazardous Material Clean Up	304	1,760	0	0%	Transfers occur in Q3/Q4; the fund will close in FY23
3423 Sheriff Civil GC26746	216	4,267	420	10%	No program activity
3424 Micro Assistance Loans	143	11,929	0	0%	No program activity
3425 SAFE Business Relief Program	143	31,154	0	0%	No program activity
3426 CMSP Fund	401	358	0	0%	Fund will close in FY23
3427 Prop 56 Tobacco Tax	401	236,699	53,057	22%	Fund will close in FY23
3428 Pandemic Influenza State	401	60,590	24,671	41%	
3430 Library Private Donation	606	372,289	0	0%	No program activity
3432 Community Correct AB109	224	3,110,150	361,895	12%	Other operating expenses function as a reserve; expenditures incurred as needed
3433 2011 Human Serv Realign	506	3,909,382	331,874	8%	Transfers occur in Q3/Q4
3434 Community Correct SB678	224	562,835	70,200	12%	Other operating expenses function as a reserve; expenditures incurred as needed
3435 2011 Behav Hlth Realignment	402	2,579,681	0	0%	Transfers occur in Q3/Q4
3436 Cal-MMET Fund	216	139,613	41,517	30%	
3437 State Parole DA	212	111,949	4,628	4%	Minimal program activity
3438 DJJ Realignment SB823	224	499,255	14,626	3%	Other operating expenses function as a reserve; expenditures incurred as needed
3439 DEA Grant Fund	216	243,541	28,148	12%	Expenditures anticipated in Q3/Q4
3440 Bailiff Fund	277	291,360	173,847	60%	
3441 Youth Programs and Facilities Grant (YPFG)	224	170,917	5,891	3%	Minimal program activity
3443 Mental Health Triage Grant	506	54	0	0%	Transfers occur in Q3/Q4; the fund will close in FY23
3444 JAG Drug Task Force	224	385,955	1,295	0%	End of grant cycle - Report/Evaluation will occur in Q3/Q4
3445 OES/HSGP Fund	216	174,333	52,244	30%	
3449 Whole Person Care Fund	402	85,273	201	0%	Transfers occur in Q3/Q4; the fund will close in FY23
3452 Emergency Planning Grant	216	341,549	142,321	42%	
3453 Tobacco Law Enforcement	216	193,179	87,147	45%	
3454 JBCT Fund	402	656,925	53,273	8%	Expenses posted to wrong fund, will journal to correct
3454 JBCT Fund	403	0	1,572	0%	Grant is in dept 402, need to journal expenses to that dept
3455 County Assessors' Grant	109	515,263	142,730	28%	Grant fund; expenditures anticipated over a 4 year period
3457 CMSP Grant Fund	402	8,181	47,674	583%	Expenses posted to wrong fund, should be in fund 3606, will journal to correct
3459 Homeless Emergency Aid	402	2,123	0	0%	Fund will close in FY23
3461 Homeless Housing - WPC	402	726,112	600,016	83%	Fund will close in FY23
3462 Public Safe Power Shutoff	216	34,675	0	0%	No program activity
3463 AIDS/HIV Surveillance	401	2,026	1,651	81%	Small program; minimal activity; percentage is high due to overall size of fund
3464 CCS CA Children's Services	401	111,873	13,173	12%	Transfers occur in Q3/Q4

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Mariposa County

Fiscal Year 2022-2023 Expense Summary by Fund

Fund	Dep	Adjusted Budget	YTD Actuals as of December	Percent Utilization	Explanation
3465 Air Pollution Subvention	457	74,101	33,280	45%	
3466 CHDP Fund	401	66,462	18,725	28%	Vacancies in Q1/Q2
3467 MCAH Fund	401	112,264	42,703	38%	
3468 IAP Fund	401	590,985	160,320	27%	Transfers occur in Q3/Q4
3469 CUPA Fund	457	174,002	50,501	29%	Transfers occur in Q3/Q4
3470 Cal-Fresh Healthy Living	401	150,000	60,589	40%	
3471 COHP Fund	401	144,088	67,096	47%	
3472 CLPPP Fund	401	71,805	12,969	18%	Transfers occur in Q3/Q4
3474 CARB Fund	457	210,518	0	0%	Transfers occur in Q3/Q4
3475 HCPCFC Fund	401	35,574	7,259	20%	Vacancies in Q1/Q2
3476 Detwiler Fire Fund	271	2,047	0	0%	Transfers occur in Q3/Q4; the fund will close in FY23
3477 Ferguson Fire	286	364	0	0%	Transfers occur in Q3/Q4; the fund will close in FY23
3478 SAFE Grant	401	11,372	3,084	27%	Transfers occur in Q3/Q4
3481 Covid-19 CMSP	401	19,688	0	0%	Fund will close in FY23
3483 IDP Fund	401	63,465	9,574	15%	Transfers occur in Q3/Q4
3484 CAP Incentives Fund	457	129,456	0	0%	Fund will close in FY23
3485 CAPP Fund	457	78,631	0	0%	Fund will close in FY23
3486 PBE Grant Fund	457	0	441	0%	Payroll incorrectly posted to this fund
3487 SLFRF—State and Local Fiscal Recovery Funds	102	3,314,201	59,729	2%	Grant just received; expenditures anticipated in Q/Q4
3490 ELC - Enhance Detection	401	1,021,222	323,928	32%	
3492 Targeted Case Management	402	730,784	332,033	45%	
3493 Public Health Institute COVID Funding	401	0	1,272	0%	Payroll incorrectly posted to this fund
3494 Crisis Care Mobile Units	402	483,720	181,600	38%	
3495 California Equitable Recovery Unit	401	175,109	50,667	29%	Other operating expenses function as a reserve; expenditures incurred as needed
3497 SB 129 Pre-Trial	224	140,000	89,758	64%	
3458 Distance Learn & Tele-Med	402	866,119	427,907	49%	
3488 Terra Count	249	89,923	24,130	27%	Expenditures incurred as project progresses
3489 SALC Program Fund	249	257,921	24,235	9%	Expenditures incurred as project progresses
3536 MHSA Fund - ASOC/CSOC	401	0	27,854	0%	Grant expenses are in department 402 not 401 - expenses to be transferred
3536 MHSA Fund - ASOC/CSOC	402	2,728,365	1,117,648	41%	
3537 MHSA - PEI	402	457,473	197,482	43%	
3539 MHSA Innovation	402	226,412	2,530	1%	No current state approved plan, funds will be used when plan approved
3543 Inmate Medical Services	401	870,214	178,960	21%	New program; it will take a few years to appropriately budget for anticipated expenditures
3544 Our Town Federal Grant	249	75,000	6,000	8%	Expenditures incurred as project progresses
3545 Oak Fire Debris Removal	102	6,657,409	3,799,255	57%	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	143	313,696	177,628	57%	
3602 USDA Grant Countywide Market Study	143	48,620	0	0%	Grant just received; expenditures anticipated in Q/Q4
3603 DIS Workforce Development Grant	401	163,814	33,558	20%	Transfers occur in Q3/Q4
3604 MHBG ARPA Grant	402	309,015	0	0%	Grant just received; expenditures anticipated in Q/Q4
3605 High Frequency Grant	216	60,000	0	0%	No program activity
3606 MHBG CRRSAA Grant	402	159,122	0	0%	Grant just received; expenditures anticipated in Q/Q4
3614 SABG ARPA Grant	403	296,263	0	0%	Grant just received; expenditures anticipated in Q/Q4
3616 SABG CRRSAA Grant	403	258,993	19,746	8%	Grant just received; expenditures anticipated in Q/Q4
3617 OSBA Micro Enterprise Grant	143	21,065	10,000	47%	
3618 Yosemite KOA - Planning	249	97,266	0	0%	Expenditures incurred as project progresses
3619 Terramor Outdoor Resort - Planning	249	97,266	0	0%	Expenditures incurred as project progresses
3620 Business Assistance Loan Fund 20-CDBG-12039	143	500,000	0	0%	Expenditures anticipated in Q3/Q4; fund will be closed in FY23
3621 CDBG Micro Enterprise Loan	143	250,000	0	0%	Grant just received; expenditures anticipated in Q/Q4
3622 Resort Hotel Feasibility Study 21-CDBG	143	40,000	10,877	27%	Grant just received; expenditures anticipated in Q/Q4
3623 Childcare Feasibility Study 21-CDBG-ED-10006	143	75,000	0	0%	Grant just received; expenditures anticipated in Q/Q4
3624 CPUC LATA Broadband Network Design	143	500,000	0	0%	Grant just received; expenditures anticipated in Q/Q4

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Mariposa County

Fiscal Year 2022-2023 Expense Summary by Fund

Fund	Dep	Adjusted Budget	YTD Actuals as of December	Percent Utilization	Explanation
3312 Water Agency	304	189,165	1,877	1%	Minimal program activity
3313 Coulterville Lighting	304	68,296	2,192	3%	Minimal program activity
3314 Coulterville Service Area	408	347,917	80,882	23%	Labor compensation expense and transfer to cover prior years Plant Operations expenses will occur in Q3/Q4
3315 Don Pedro Equestrian Trails	304	41,806	265	1%	Minimal program activity
3316 Don Pedro Sewer	408	295,456	34,067	12%	Labor compensation expense and transfer to cover prior years Plant Operations expenses will occur in Q3/Q4
3317 Hornitos Lighting	304	46,090	103	0%	Minimal program activity
3318 Mariposa Lighting	304	621,344	7,359	1%	Minimal program activity
3319 Mariposa Parking	304	39,036	765	2%	Minimal program activity
3320 Mariposa Pines	408	191,636	16,323	9%	Labor compensation expense and transfer to cover prior years Plant Operations expenses will occur in Q3/Q4
3321 Wawona Service Area	304	97,979	48,695	50%	
3322 Yosemite West Maint District	408	1,017,622	133,045	13%	Labor compensation expense and transfer to cover prior years Plant Operations expenses will occur in Q3/Q4
3530 CSA Utility Capital Reserve Fund	408	0	0	0%	Inactive fund
3532 DPSZ Utility Capital Reserve Fund	408	0	0	0%	Inactive fund
3533 Future of Public Health	401	421,193	0	0%	Reserve fund; expenditures incurred as needed
3534 Mariposa Pines Utility Capital Reserve Fund	408	71,896	0	0%	Reserve fund; expenditures incurred as needed
3535 Yosemite West Maintenance District Utility Capital Reserve Fund	408	0	0	0%	Inactive fund
4701 ERP Debt Service	102	222,444	231,000	104%	Annual payments occur in Q1/Q2
4750 Health Building	107	72,000	36,000	50%	
4753 Yosemite West Bond 2004	108	623,468	117,122	19%	Planned expenditures in line with budget; half of fund is set aside as a reserve
4756 Don Pedro Bond 2006	108	366,667	174,441	48%	
4771 Energy Project Debt	102	187,035	0	0%	Annual payment overlooked; to be paid in Q3/Q4
5501 Capital Improvement Fund	350	3,299,517	306,158	9%	In spring tennis court and pool projects will begin
5502 Courthouse Construction	350	371,424	0	0%	Reserve fund; expenditures incurred as needed
5503 MCCJF Construction	350	114,792	0	0%	Reserve fund; expenditures incurred as needed
5505 Capital Project Reserve Fund	100	2,008,157	0	0%	Reserve fund; expenditures incurred as needed
5507 PTMISEA Fund	307	1,946	0	0%	The project in this fund is complete. The remaining funds will be used for purchasing cameras
5511 STIP Fund	350	1,599,833	0	0%	Merced Falls road paving project will begin in spring
5512 Caltrans Hwy Bridge Program	350	621,349	1,432,188	230%	Will be corrected with midyear adjustments
5513 Coulterville Drainage	350	55,360	0	0%	Project closed; investigative accounting required to disperse remaining funds properly
5522 Bridge Prevent Maint Prgrm	350	148,478	0	0%	No program activity
5527 Mpsa Creek Prkwy Restore	249	381,032	0	0%	Expenditures incurred as project progresses
5530 Yosemite West Leach Field Expansion - 2022	350	437,000	0	0%	Reserve fund; expenditures incurred as needed
5536 Downtown Revitalization	350	5,944,241	40,550	1%	Stage 1 construction to begin in spring
5537 Land Acquistions	102	1,907	0	0%	Transfers occur in Q3/Q4; the fund will close in FY23
5538 Energy Project CIP	350	0	0	0%	No expenses in FY23; fund will close in FY23
5539 Mariposa Creek Parkway Phase III Trailhead	249	671,500	20,265	3%	Expenditures incurred as project progresses
5540 Downtown Gateway Elements	249	150,000	0	0%	Expenditures incurred as project progresses
5541 Land Management Development Services Permitting Software	249	353,457	0	0%	Expenditures incurred as project progresses
5574 Water Storage Tanks	350	0	1,195	0%	The project is complete. There will be no additional expense in FY22-23
5576 Water Storage Tank - FEMA	350	2,918,050	0	0%	Project begins in third quarter
5577 Sheriff Headquarters	350	1,612,310	31,909	2%	Project still in the planning stage
6600 Building	236	1,725,760	496,849	29%	Contingency designation skews percentages
6601 Solid Waste	404	3,282,004	1,168,930	36%	
6602 Solid Waste Closure	404	2,012,983	0	0%	Reserve fund; expenditures incurred as needed
6606 Transit	505	561,898	137,069	24%	Staffing vacancies and unspent fixed asset vehicle replacement account for lower than anticipated expenditures in Q1/Q2
6610 Airport	303	181,608	61,234	34%	

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Fiscal Year 2022-2023 Expense Summary by Fund

Fund	Dep	Adjusted Budget	YTD Actuals as of December	Percent Utilization	Explanation
6612 Airport Rehabilitation	303	33,924	0	0%	Reserve fund; expenditures incurred as needed
6616 Plant Operations	408	589,303	302,155	51%	
6701 Solid Waste Equipment Replacement	404	82,632	0	0%	Reserve fund; expenditures incurred as needed
7700 Fleet Maintenance	170	6,029,000	701,726	12%	Transfer out to restore reserve fund to occur in Q3/Q4; other expenses are tracking within range
7702 Fire Department Vehicle Replacement Fund	170	3,633,417	984,284	27%	Reserve fund; expenditures incurred as needed
7703 Vehicle Replacement Fund	170	1,223,898	94,669	8%	Reserve fund; expenditures incurred as needed
7704 Heavy Equipment Replacement Fund	300	1,586,236	0	0%	Reserve fund; expenditures incurred as needed
7705 General Insurance	100	2,415,675	1,273,455	53%	
7706 Workers Comp Fund	100	1,293,597	176,634	14%	Revenue offset by a negative revenue entry; we are looking into whether this needs to be corrected
7707 General Liability Fund	100	1,329,998	678,241	51%	

Attachment: Midyear Expense by Fund FY23 2.3.23 (RES-2023-127 : Approve Mid-Year Budget

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve an Agreement with American Pavement Systems for Merced Falls Road Cape Seal

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with American Pavement Systems for the Merced Falls Road Cape Seal Project in the Amount Not to Exceed $1,212,268; and Authorize the Local Transportation Commission Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

The project includes rehabilitating 9 miles of roadway with a type II slurry over a rubberized chip seal. The project includes AC digouts at the worst locations. On February 22, 2023 the following four bids were received:

1. American Pavement Systems Inc, Modesto, CA $1,212,268
2. VSS International, West Sacramento, CA $1,263,120
3. Pavement Coatings Co., Jurupa Valley, CA $1,334,483
4. Doolittle Construction LLC, Snoqualmie, WA $1,630,630

Traffic will be reduced to one lane during construction. Water added to the slurry must evaporate before drivers are allowed back onto the surface so construction will not occur until Summer.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 26, 2021, the LTC approved Resolution #2021-28 approving the 2022 STIP List of Projects including the Merced Falls Road Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the LTC fail to approve the contract award, the County may lose funding from the California Transportation Commission.

FINANCIAL IMPACT:
State Transportation Improvements Program (STIP) Funds 5511 are programmed for this project.

Local Transportation Commission 2023-5

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Shannon Poe, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session - Conference with Legal Counsel: Anticipated Litigation

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[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 (See attached Claim for Personal Injury and/or Property Damage)

[ ] 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: _____
Negotiating parties: (Specify name of party or parties (not agent)):_____
Closed session will concern: ( ) price; ( ) terms of payment; ( ) both.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

ATTACHMENTS:
C23-1 Marc Jones (PDF)

RESULT: CLOSED SESSION HELD

RECEIVED
JAN 30 2023
BOARD OF SUPERVISORS

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF MARC FARIAS JONES)
KENT H. JONES (Claimant))
v.)
COUNTY OF MARIPOSA)

CLAIM FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
(Government Code § 910)

C23-1

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: MARC FARIAS JONES,
Whose address is: 4620 Ben Hur Rd.
City and State: MARIPOSA, CA. Zip: 95338
Contact Phone: 209-347-0735 Email: mfj@thebuildingdesigngroup.com

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $ 46,550.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☒ Property Damage
- ☐ Personal Injury
- ☐ Contract
- ☐ Other *(Please List)*

which occurred on 01/09 (MONTH/DAY), 2023 in the vicinity of *(place where incident occurred)*:

4620 Ben Hur Road, MARIPOSA, CA.
(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.)*

FLOOD: caused by heavy rain and the drainage system provided by the county not working effectively. This is the 4th time the building has flooded in the past 10 years. The lower room (conference room) & garage were 24" under water.

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

The county drainage system was the cause of the damage.
* Request for drainage engineering attached as a seperate issue. (we have more photo's if required)

Attachment: C23-1 Marc Jones (13865 : Closed Session - Conference with Legal Counsel: Anticipated Litigation)

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.)

NO injuries

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 $ ✓

Loss of earnings $ ✓

Specific damages (**ITEMIZE & PROVIDE 3 REPAIR ESTIMATES**)

repairs needed per Attached proposals. $ 46,550

Other damages (ITEMIZE)

Loss of equipment in garage $ 5,000

$

TOTAL DAMAGES INCURRED TO DATE: $ 51,550

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $ ✓

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: $

All notices or other communications with regard to this claim should be sent to claimant at:

4620 Bentur Road, Mariposa, CA 95338

(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: 01/30/2023 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.

Attachment: C23-1 Marc Jones (13865 : Closed Session - Conference with Legal Counsel: Anticipated Litigation)

BELL CONSTRUCTION INC.

Lic# 829254 4672 HWY 140 Mariposa CA 95338 (707) 738-7770

01/17/2023

Building Design Group
4620 Ben Hur Rd.
Mariposa Ca 95338

Proposal
Building was flooded from catastrophic rain storms January 9, 2023.
We propose to supply all labor for following scope of work, based on site visit and conversation with owner.

Scope of Work:

Conference Room	
• Remove all wood flooring	$1,200
• Remove 2' of drywall from walls	$900
• Move all electrical plugs and wires up above 2'	$2,500
• Install 2' of DensShield on walls and finish	$1,500
• Install tile flooring and 2' tile base (epoxy grout)	$7,200
• Remove and replace water damaged door	$800
• Paint all new and damaged areas	$2,600
• Replace insulation	$1,200
Crawlspace	
• Remove ductwork	$1,900
• Dry out crawlspace with blowers/fans/etc.	$800
• Remove and replace Insulation	$3,500
• Move ductwork to attic (build chase to attic)	$9,500
Outside	
• Remove and replace damaged siding	$5,600
• Paint new siding to match old	$1,800
• Remove destroyed tools and mud from garage	$750
• Remove and replace undermined slab	$3,800
Other Items	
• Debris hauling and dump fees	$1,000

Total Bid $46,550

Attachment: C23-1 Marc Jones (13865 : Closed Session - Conference with Legal Counsel: Anticipated Litigation)

LGA CONSTRUCTION
Since 1989
209.966.7750 • Cell: 209.756.9203
5614 Silverstrand Fall • Mariposa CA 95448
Contractor Lic. #B562190 • Member, MCCA

PROPOSAL

PROPOSAL NO.: 180
SHEET NO.: 1
DATE: 01/20/2023

SUBMITTED TO:
NAME: Building Design Group
ADDRESS: 4620 Ben Hur
CITY, STATE: Mariposa Ca. 95338
PHONE NO.: (209) 966-5000

WORK TO BE PERFORMED AT:
ADDRESS: 4620 Ben Hur
CITY, STATE: Mariposa Ca. 95338
DATE OF PLANS:
ARCHITECT:

We hereby propose to furnish materials and perform necessary labor for the completion of:

1.	Building was flooded on 01/09/23 due to over flowing storm drain. Scope of work repair all water damage.	
2.	Remove all wood flooring and drywall 2' high	$ 1,800.00
3.	Replace insulation and move elect. Plugs above 2'	$3,600.00
4.	Replace door and trim	$ 650.00
5.	Paint all of conference room	$ 2,400.00
6.	Install hardy backer tile floor, tile base	$ 8,400.00
7.	Crawlspace Remove ductwork replace Insulation, dry out crawlspace	$ 5,800.00
8.	Move ductwork to attic	$ 9,200.00
9.	Remove and Replace siding and paint	$7,400.00
10.	Remove Debris from garage	$ 1,500.00
11.	Remove and Replace undermined slab	$ 3,600.00
12.	TOTAL BID	$ 44,350.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work, and completed in a substantial workmanlike manner for the sum of:
Forty four thousand three hundred fifty no/cents Dollars ($ 44,350.00) with payments to be as follows:

1. 2.
3. 4.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge, over and above the estimate.
All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted: Lonnie Allen
Per: Lonnie Allen
Note: This proposal may withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____

Date: _____ Signature: _____

Attachment: C23-1 Marc Jones (13865 : Closed Session - Conference with Legal Counsel: Anticipated Litigation)

4620 Ben Hur 2023

4620 Ben Hur - 2017

Marc Farias Jones, Kent H Jones
4620 Ben Hur Road
Mariposa, CA 95338
Ph: 209.347.0735
Email: marc@thebuildingdesigngroup.com

January 30, 2023

Mariposa County
Board of Supervisors
Mariposa, CA 95338

Re: Claim for damages to 4620 Ben Hur Road and Request/Demand that a new engineered drainage design be implemented into the area.

See attached map that illustrates the water run-off and drainage that currently occurs at and around the subject property. The Key notes to the attached map are below:

1. Subject Property – 4620 Ben Hur Rd.
2. Aprox. 3' culvert under county yard – drains into Mariposa Creek.
3. Unknown culvert route from the Musick parcel.
4. Flood zone – blue shaded area. Buildings were 2' under water.
5. Inlet to the 3' culvert – on Ben Hur Rd easement. (county property)
6. Inlet to culvert #3. Most of the drainage water is poorly diverted to this inlet. Most runs on to parcel 1.
7. Musick parcel – most of this water runs onto parcel 1.
8. PG&E parcel – this parcel slopes toward parcel 1. There are no retention provisions.
9. County property – entire lot drains into heavy drain (creek bed - #13)
10. Culvert – drains into creek bed #13.
11. Drainage along hwy 49S
12. Large hard surface – the shaded orange are is a hard surface parking lot. All drains into culvert #15 and/or int the creek bed.
13. Green shaded area indicates creek bed/heavy drainage (two fingers as shown).
14. Drainage along the side of Ben Hur Rd.
15. Aprox. 3' culvert outlet from area 12.
16. Aprox. 18" cuvert outlet from above area 12 at the #17 area.
17. Large tributaries dump into culvert 16 and over the top of the parking lot surface and into the creek bed.
18. Mariposa Creek area.
19. Typical property line.

As it is shown in the attached map, the issue is clear that the 3' culvert #2 is not adequate to support a heavy run off, thus overflows and floods the area #4.
We have owned this building now for approximately 15 years and have seen it flood 4 times.
We feel that the issue is a poor or never has truly been looked at drainage design for this area.

Attachment: C23-1 Marc Jones (13865 : Closed Session - Conference with Legal Counsel: Anticipated Litigation)

We have attached photos of the post floods; 2017 and 2023.
These two floods are about the same level depth.

If field visits and observations are necessary to gather more information to help justify our requests, please don't hesitate. We'll meet you on site anytime.

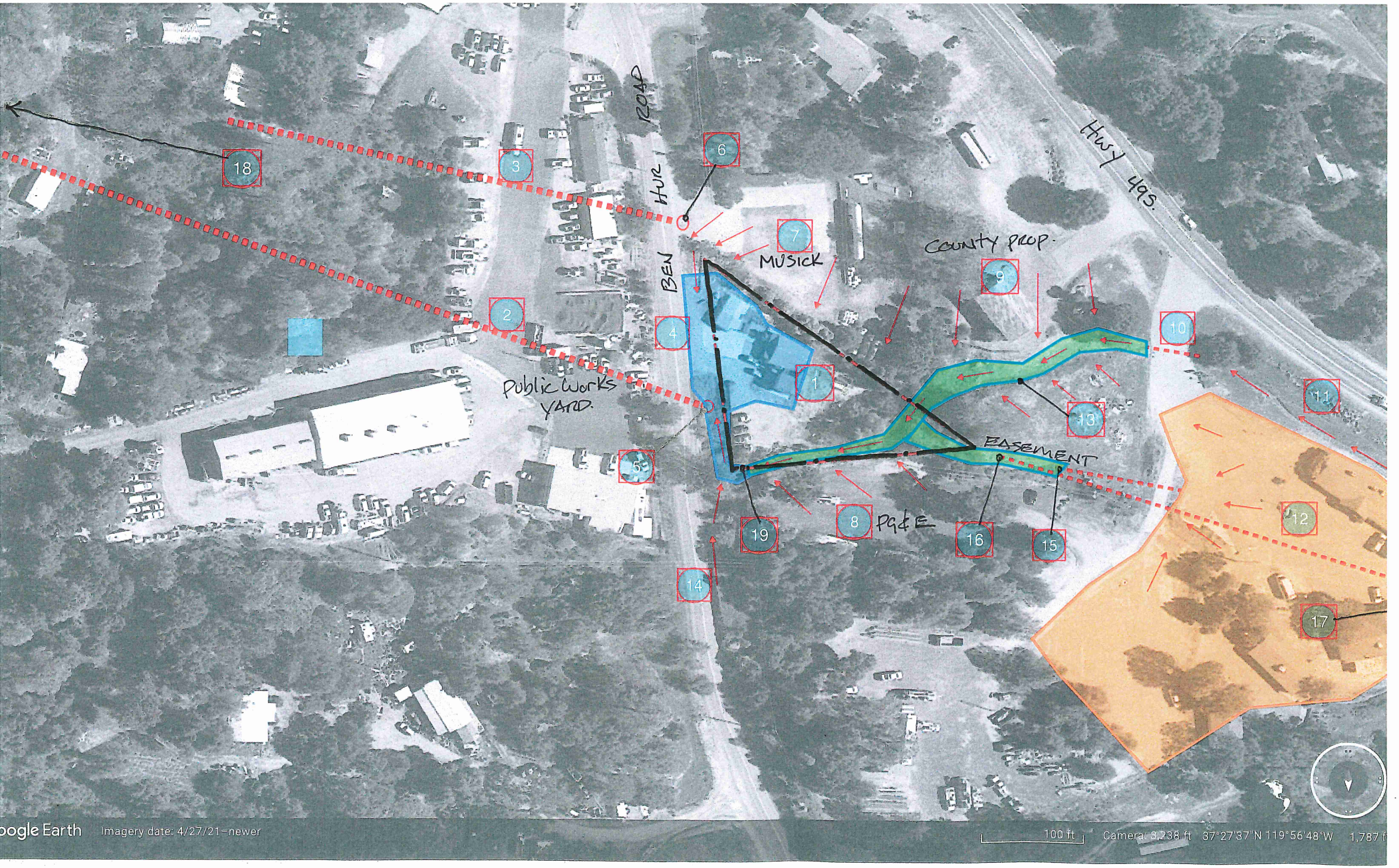
In conclusion, we request/demand that the county require the county civil engineering to team to thoroughly evaluate the situation and come up with a professional solution to the matter. We not only are living with a regular burden but may also be losing value to the property.

Once the damages to the building are remedied, we hope to not have this issue ever again.

Thank you,

Marc Farias Jones

Attachment: C23-1 Marc Jones (13865 : Closed Session - Conference with Legal Counsel: Anticipated Litigation)



(1) 4620 BEN HUR ROAD
MARIPOSA, CA
PH. 209.347.0735

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

February 6, 2023

Marc Farias Jones
4620 Ben Hur Road
Mariposa CA, 95338

Re: County Claim C23-1

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 January 30,2023. Please keep this copy as your proof that the claim has been filed. Additionally, please note that the file has been assigned case number C23-1 and will now be routed for further processing.

Sincerely,

Katherine Slenders
Deputy Clerk of the Board II
Mariposa County Board of Supervisors

ENC.

Attachment: C23-1 Marc Jones (13865 : Closed Session - Conference with Legal Counsel: Anticipated Litigation)