Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
MAY 14, 2024

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

Chair Menetrey called the meeting to order.

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

B. Pledge of Allegiance

None.

C. Introductions

Suzette Prue/John C. Fremont Healthcare District gave an update on the new hospital construction project and then introduced Pat Ryan/Force 10 Project/Interim CEO for JCF, who introduced herself.

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

Chair Menetrey noted the Water Agency Board items, agenda section K. have been withdrawn. He also noted CA. 21 has been withdrawn. He then read the consent agenda note, CA. 29 pulled for a stand-alone vote. He noted CA. 2, CA. 15, CA. 16, CA. 18, and CA. 28 all required a 4/5ths vote.

Steve Engfer/Planning Director commented on the Trails Day item. He noted there would be guided nature walks beginning at 8:00 AM at both the Creek Parkway and Stockton Creek Reservoir. He noted there was a flyer being circulated that has a QR code for further information.

Sheila Baker/Behavioral Health Deputy Director/Mental Health Director, spoke briefly on CA. 11, noting it was Mental Health Awareness Month. She stated nearly 1 in 5 adults have a mental illness, she noted it is rare to find a family untouched. She noted mental health is not a weakness, choice, or character flaw. She noted for those who need assistance, to call or text 988 or call 209-966-7000 for assistance.

Mike Brusa/Resident commented on CA.1 as well as CA.6. He congratulated Mr. Lynch and noted he had a great deal of respect for Mr. Lynch. He spoke on the things he likes about Mr. Lynch the most. He then discussed his issues with government emergency powers noting they are predatory actions.

Mike Guenther/Resident commented on CA. 29 noting he wanted more information on the item. He then commented on CA. 37 and asked if the $200,000 is for Tuolumne County since some of the property is located in their County.

Chair Menetrey closed public comment.

Steve Dahlem/County Counsel commented, noting item CA. 37 should be withdrawn and come back at a later date.

Supervisor Smallcombe commented on CA. 18, thanking the Health and Human Services staff for moving this item forward.

Chair Menetrey commented on CA. 3 noting all staff should take advantage of this contract if they are having difficulties with Oracle.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve Budget Action Increasing Indigent Defense Funding and Decreasing General Fund Contingency to Balance the Fund ($40,000) (4/5's Vote Required)

CA3. **Administration**

Approve an Agreement with Graviton Consulting Services in the Amount of $246,000 for Managed Services Support of County Enterprise Resource Planning System; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Administration**

Approve First Amendment to the Agreement Scope for Visitor Center Services in Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration**

Amend the Previous Designation for Corrina Miranda from Acting to Interim Building Director; and Set Her Salary at 100% of the Previous Building Director's Salary, Which is $142,257.74, Effective April 9th, 2024

CA6. **Administration**

Amend the Title for Joe Lynch from Acting County Administrative Officer to Interim County Administrative Officer, Effective May 11th, 2024

CA7. **Administration**

Approve Lease Agreement for Real Property at 5300 Highway 49 in Mariposa with Quest Diagnostics; and Authorize the Board Chair to Sign the Agreement

CA8. **Administration**

Approve an Agreement with Quest Diagnostics for Pre-Employment Drug Screening, Effective Immediately; Automatically Renew Agreement Until it is Requested to be Terminated; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Board of Supervisors**

Ratify a Letter of Support for Senate Bill 1222 (Chair Menetrey)

CA10. **Board of Supervisors**

Proclaim the Month of May 2024, as "Foster Care Month"

CA11. **Board of Supervisors**

Proclaim the Month of May 2024 as "Mental Health Awareness Month"

CA12. **County Counsel**

Approve Legal Services Agreement with Wanger Jones Helsley, PC to Represent the County of Mariposa in the Complaint Filed in the Estate of Edward LaFrances, et al. v. County of Mariposa, et al.; and Authorize the Chair of the Board of Supervisors to Sign Agreement

CA13. **Fire**

Adopt Amended By-Laws for Mariposa County Fire Advisory Committee (MCFAC) to Update the Membership and Term of Office Sections

CA14. **Fire**

Requesting Board Approval to Start a Mandatory 45-Day Public Comment Period for Recommended Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000; 45-Day Comment Period will End June 21, 2024

CA15. **Health and Human Services Agency**

Accept Grant Award from the National Environmental Health Association - US Food and Drug

Administration (NEHA - FDA RFFM); and Approve Budget Action Increasing Revenue and Appropriations in the Environmental Health Department Budget to Recognize the Grant Funding ($19,000) (4/5ths Vote Required)

CA16. **Health and Human Services Agency**

Approve a Second Amendment with Area 12 Agency on Aging; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Nutrition Services Budget Receiving Unanticipated Funds ($8,500) (4/5ths Vote Required)

CA17. **Health and Human Services Agency**

Approve an Agreement with Crestwood Behavioral Health, Inc. in the Amount of $85,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Future of Public Health (FoPH) Grant Budget for Fiscal Year 23/24 Budget ($333,579) (4/5ths Vote Required)

CA19. **Health and Human Services Agency**

Approve First Amendment with Davis Guest Home Increasing the Amount by $110,000, for a New Amount not to Exceed $560,000, for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA20. **Health and Human Services Agency**

Approve an Agreement with Alura Workforce Solutions for Direct Hire; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Health and Human Services Agency**

Approve First Amendment to the California Department of Aging Access to Technology Grant to Amend the Work Performance Period from a 27-Month Performance Period to a 21-Month Performance Period, with a New End Date of September 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Health and Human Services Agency**

Approve First Amendment with the County of Calaveras and County of Mariposa for Implementing the Joint Exercise of Powers (JPA) Agreement for the Economic Opportunity Act of 1964; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA24. **Health and Human Services Agency**

Approve Second Amendment with Infant Child Enrichment Services (ICES) Increasing the Amount by $25,000, for a New Amount Not to Exceed $225,000, for Child Care Services: and Authorize the Board of Supervisors Chair to Sign the Amendment

CA25. **Health and Human Services Agency**

Appoint Matt Johnson to First 5 of Mariposa County as Community Member at Large for a Three-Year Term, Expiring May 7, 2027; and Re-appoint Erin Vereschagin as Superintendent of Mariposa County Unified School District Designee, for a Three-Year Term, Expiring May 7, 2027

CA26. **Health and Human Services Agency**

Approve an Agreement with the County of El Dorado Psychiatric Health Facility in the Amount of $225,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA27. **Planning**

Declare Mariposa County Trails Day (MCTD) with Guided Nature Walks on June 1, 2024 as a County-Sponsored Event

CA28. **Public Works**

Approve an Agreement with Sierra Communications & Construction Inc. for Ranchito Drive Emergency Repair Project in the Amount Not to Exceed $65,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency($65,000) (4/5th Vote Required)

CA30. **Public Works**

Make a Determination in Accordance with County Purchasing Policy that Sole Source Procurement of Bridge Materials from ACROW is Consistent with the Provisions of Public Contract Code Section 3400(C)(2) to Match Similar Materials in the County; and Authorize the Director of Public Works and Transportation to Purchase Bridge Materials for Interim Repairs to the Indian Peak Road Bridge over Italian Creek

CA31. **Public Works**

Rescind Resolution No. 2024-142; Approve an Agreement with Caltrans for 2023/2024 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Director of Public Works and Transportation to Sign the Agreement (Subject to Approval as to Form by County Counsel)

CA32. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the Military Appreciation Banner Program for the Town of Coulterville

CA33. **Public Works**

Authorize the Public Works Director to Award Financial Support to Mariposa County Youth Sports Organizations

CA34. **Public Works**

Adopt a Resolution Authorizing the FY 2024/2025 Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission

CA35. **Public Works**

Approve Updated By-Laws of the Parks and Recreation Commission

CA36. **Treasurer/Tax Collector/County Clerk**

Approve Annual Authority of the Treasurer to Invest and Reinvest Funds of the County and Funds of the Other Depositors Pursuant to Government Code Sections 27000.1 and 53607

E. Items removed from Consent Agenda

CA21. **Health and Human Services Agency**

CONTINUED from April 9th, 2024, to May 7th, 2024, at 9:00 AM or soon thereafter - May 7th, 2024, was canceled; Item was moved to May 14th, 2024

Approve First Amendment with Eloomi Increasing the Amount by $4,350 for a New Amount Not to Exceed $60,003.50 for Additional Software Authoring Tool; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: WITHDRAWN

CA29. **Public Works**

Approve an Agreement with Yosemite Falls Inc. for the Coulterville Drought Relief Project in the Amount of $955,463; and Authorize the Board of Supervisors Chair to Sign the Agreement

Chair Menetrey noted this item was pulled for a separate vote. Supervisor Forsythe recused himself and left the room at 9:32 AM.

Public comment was received by Mike Gunther, who asked if the figure was a part of the grant. He also asked when the official start date. He noted the Coulterville residents didn't get information and asked that some could be provided that he could share.

Jonathan Noel/Resident felt a good chunk of the amount was being spent of Yosemite Falls.

Shannon Hansen/Public Works and Transportation Director noted this is phase one of the project. She stated it would include 3 test wells, road construction, and drilling. She also noted this is completely grant-funded.

In response to Supervisor Poe, Director Hansen noted that the three test sites are exploratory, and if water is found, Public Works would go back out for bids for the connection to the tank, generator, and existing wells. She also hoped this would be completed within a year.

RESULT: **Adopted**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor

Toso, District II Supervisor Poe

RECUSED: District IV Supervisor Forsythe

CA37. **County Service Area 1-M**

Approve an Agreement to Sell Surplus Real Property (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011) in the Lake Don Pedro Area to the Keller Family Trust at the Agreed-Upon Price of $200,000; and Authorize the Board Chair to Sign the Agreement and Any Documents Needed to Complete the Sale (Subject to Approval as to Legal Form)

RESULT: WITHDRAWN

F. Departmental Presentation

Shannon Hansen gave an update, noting in partnership with Cal Trans, there will be two free dump days. One will be held on May 25th at the Don Pedro Transfer Station, and the other will be held on June 8th at the Mariposa Landfill. She noted Parks and Recreation is gearing up to open up registrations for its various programs. She also announced that if anyone is looking for a summer job, they are still hiring. She emphasized that lifeguards are still needed. Director Hansen moved on to the Economic Development Administration (EDA) program, noting they would be beginning phase 2. She noted bid opening will take place at 2:00 PM on this day. Director Hansen also briefly updated the Triangle Roade project with PG&E.

Gil Peirsol/California Highway Patrol Commander expanded on the Highway 140 paving project. He noted the work is supposed to be done at night, but subcontractors have a way of doing things. He noted that in his conversations with Cal Trans, there have been discussions about undue traffic concerns. He noted he is aware of the concerns with traffic issues in town.

Jeremy Briese/Sheriff noted over the past weekend, it was the Pow Wow. He also noted that May 6th was the 46th Annual California Peace Officers' Memorial Ceremonies, which hundreds of thousands of law enforcement officers attended. He said that criminals are criminals and we must keep our law enforcement safe. He noted he goes through the end-of-the-night reports and is seeing an uptick in crime, such as assault on people and officers. He noted meth is currently cheap, and they are trying to deal with it with a proactive approach. He noted the Marijuana Enforcement Team (MET) is being tamped up. He noted they already have a long list of intel from flooded tip lines. He noted several guys are willing to sacrifice their days off to help in this effort. Sheriff Briese announced they had already hit eight locations, arrested four individuals, and confiscated three weapons. He noted it was a busy time. He switched gears and noted his good friend is the developer of the Sheriff's Application; He was able to assist in getting it to Mariposa County; he noted that the app has information tabs, and visitors can download and receive emergency alerts. He also introduced Anne-Marie, the developer's daughter who is staying with the Briese Family; she is currently finishing up at Mississippi University and has volunteered her time to assist Mariposa County.

Dr. Kristina Keheley/Division Director of Health Services, wanted to highlight how busy HHSA is from January through April. She noted there has been a 70% increase in crisis calls and noted they respond to every call. She noted HHSA partners with the Sheriff's Office on these. She noted hospitalizations have increased. She highlighted the work of her team.

Joe Lynch/Health and Human Services Director/Interim County Administrative Director, gave an update on the Frank Wilson Encampment. He thanked all the County and Local partners who helped get the camp closed and cleaned up. He noted that everything is progressing well with the new North County HHSA building. He

noted he hoped for a fall opening.

Jonathan Farrington/Yosemite Mariposa Tourism Bureau Executive Director, noted that they recently completed the economic development-driven video for the County. He noted that it represents the Community and was a lot of work. He thanked all the individuals who appeared in the video and those who helped create it. He noted Mariposa is the second highest in the Transient Occupancy Tax (TOT) collection. He noted that the Tourism Bureau tends to do a lot of public relations. Lastly, he announced that there would be an upcoming meeting for the Yosemite Gateway Partners at the Miners Inn.

Jacob Hawley/Chamber/Visitors Center added he loved the Tourism Bureau video. He added Glacier Point Road is now open. He noted he was hoping Yarts would help in filling things. He noted there is now a Park Ranger at the Visitors Center. He also noted they are at 7,000 + visitors which is slow growth.

Danielle Bondshu/Clerk of the Board gave an update on Assemblyman Patterson, who will be presenting a Resolution to two of the Board members on May 31st, 2024, at 1:30 PM in front of the Courthouse.

G. Public Comment on Non-Agenda Items

Jonathan Noel commented on the roadwork done in his area. He noted they did a great job.

Mike Brusa noted he doesn't speak to get a response. He then discussed meta log as well as the Boston Tea Party. He ended his comment by stating people have a right and duty to insurrection.

Mike Guenther noted he is the Chair of the Water Agency Advisory Board, and wanted to put a face to the name. He noted they have a good group of people.

H. Board Recognitions

1. **Board of Supervisors**

   Proclaim the Month of May 2024, as "Community Action Awareness Month" and "Recognize Calaveras-Mariposa Community Action Agency"

Staci Johnston/Calaveras Mariposa Community Action Agency (CMCAA) thanked the Board and noted they have been serving since 1991. She noted they have been working with the Board of Mariposa County. She noted they provide support to housing programs in various ways, including comfort and care and disaster response. She excitedly noted that they hosted the first 2024 Food Insecurity Summit, which was successful. She acknowledged the Mariposa members who were on the board and participated. She thanked the Board for this proclamation and recognition.

Public comment was received by Joe Lynch who noted he had the opportunity to attend the summit. He further noted as a County we are invested in helping our community.
Supervisors Smallcombe and Forsythe commented and gave kudos.

Chair Menetrey moved to the floor and presented Ms. Johnston with the proclamation.

RESULT: PRESENTATION HELD

I. Regular Agenda Items

1. **Health and Human Services Agency**

Ratify the Approval of Acceptance of the Cal OES (Governor's Office of Emergency Services) 2023-24 Hazardous Materials Emergency Preparedness (HMEP) Planning Subgrant Program; and Approve the Budget Action Increasing Revenue and Appropriations in the HMAP-OES State Revenue ($19,156) (4/5 Vote Required)

Dr. Kristna Keheley introduced Carolyn Coder/Environmental Health Manager, who gave the staff report. No public comment.

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

2. **Library**

Adopt a Patron Conduct and Facility Use Policy for Mariposa County Library, Effective Immediately

Matt Johnson/Librarian gave the staff report. No public comment. Board discussion ensued.

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

3. **Administration**

Approve the Creation of a Certified Law Clerk Classification in the District Attorney Department, Effective Immediately

Chris Ferbrache/Human Resources gave the staff report. No public comment.

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

4. **Administration**

Approve the Modification of the County Health Officer Position Allocation from a Full Time Position (100%) to a Part Time Position (50%) to Reflect the Non-Pandemic Workload of the County Health Officer Position in the Health and Human Services Agency, Effective Immediately

Joe Lynch gave the staff report. No public comment.

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

SECONDER: District III Supervisor Danette Toso

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

Recess Board of Supervisors

10:48 AM Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the Government Code 54952.3 Announcement

Announcement Pursuant to Government Code 54952.3

J. LOCAL TRANSPORTATION COMMISSION

10:49 AM Chair Forsythe called to order the Local Transportation Commission (LTC) meeting.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Adopt a Resolution Approving Submission of Application and Necessary Documents Pertaining to the Federal Transit Administration (FTA) Section 5311 Program (Operating Assistance) Funds; and Authorize the Local Transportation Commission Executive Director to Sign the Application and Necessary Documents to Implement the Section 5311 Grant (Subject to Approval as to Form by County Counsel)

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

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District III Supervisor Danette Toso

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

2. **Public Works**

Approve Transportation Planning Overall Work Program (OWP) for FY 2024-25; and Authorize the Mariposa County Local Transportation Commission (LTC) Executive Director to Sign and Submit the Overall Work Program Agreement (OWPA), Planning Process Certification, Certifications and Assurances Documents, and the Debarment and Suspension Certification (Subject to Approval as to Form by County Counsel)

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

RESULT: **Adopted (UNANIMOUS)**

MOVER: District II Supervisor Shannon Poe

SECONDER: District III Supervisor Danette Toso

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

Adjourn LTC

10:53 AM Chair Forsythe adjourned the LTC meeting.

K. WATER AGENCY BOARD

Chair Menetrey announced that the Water Agency Board meeting had been withdrawn.

Public Comment Period

WATER AGENCY BOARD REGULAR AGENDA

1. **Clerk of the Board**

Selection of a Director to act as the Water Agency Board Chair for 2024

RESULT: WITHDRAWN

2. **Clerk of the Board**

Selection of a Director to act as the Water Agency Board Vice-Chair for 2024

RESULT: WITHDRAWN

3. **Public Works**

Accept the Resignation and Recognize the Service of Art Baggett; Re-Appoint Michael Martin to the Water Agency Advisory Board as an Alternate Member with a Term Expiring April 16, 2027

RESULT: WITHDRAWN

4. **Public Works**

Approve Updated By-Laws of the Water Agency Advisory Board

RESULT: WITHDRAWN

Adjourn Water Agency Board

Reconvene as Board of Supervisors

10: 53 AM Chair Menetrey reconvened the Board of Supervisors meeting,

L. Closed Session

10:54 AM Chair Menetrey read all three closed session items. No public comment on any of the closed session items.

10:55 AM Chair Menetrey recessed the Board into closed session.

1. **Administration**

CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Description of Real Property: 4802 Highway 140 in Mariposa (APN: 012-180-055): Agency Negotiator: Joe Lynch: Negotiating Parties: Mariposa County Unified School District (Jeff Aranguena / Kiersten Wight): Closed Session will Concern Price and Terms of Purchase/Lease

RESULT: CLOSED SESSION HELD

2. **Administration**

CLOSED SESSION: Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

3. **County Counsel**

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

RESULT: CLOSED SESSION HELD

Report Out

2:00 PM Chair Menetrey reconvened and reported that for closed session item 1, information was received, and direction was given. For closed session item 2, information was received, and for Closed session item 3, by unanimous vote, the board took action to reject C 24-1.

M. 2:00 PM Reconvene

1. **Public Works**

Public Hearing: To Consider Adoption of a Resolution Approving Adjustment to the Solid Waste and Recycling Facility Fee Schedule, Effective July 1, 2024, July 1, 2025, and July 1, 2026, Along with a Formulated Approach for Subsequent Fee Adjustments

Sam Cerveny/Deputy Director of Public Works gave the staff report.

Public comment was received by Mike Brusa who noted all the prices in Pioneer market had gone up. He noted he bought gas for his chainsaw and it was $40. He noted he is not compelled to purchase from any one person. He noted the issue is a poor manager of money.

Jonathan Noel commented, noting he felt they do not have a choice in this. He noted the last time this report was given; it was noted the Board had continuously “kicked the can down the road.” He expressed he was disgusted and appalled.

Board discussion ensued.

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

2. **Planning**

Discussion and Direction Regarding the Mariposa County Code Compliance Program

Steve Engfer/Planning Director, and Corrina Miranda/Interim Building Director, gave the staff report and PowerPoint presentation.

Public comment was received by Kris Casto/Code Compliance Advisory Committee (CCAC) member thanked staff and noted it is nice to see the fruit of their labor. She noted these changes are a good way to begin getting things cleaned up, and this is one topic on the CCAC's plate as it will help with building without permits (BWOPS). She noted its important the CCAC gets definitions as she is unclear as to what a nuisance is defined as. She noted public engagement is needed and encouraged.

Jeanne-Ann Pine/Resident noted this was mainly in regards to buildings; she asked about fire prevention and overgrown parcels. She noted when she thinks of Code Compliance, she thinks of areas on her road with unmanaged parcels that are a fire hazard to the neighborhood.

Mike Brusa noted that the issue with putting things in a "box" is that there will be no transparency. He noted that people appreciate compliance if they fall into the context of compliance. He noted that the County would again be a monopoly in this situation. He noted the problem will never be solved. He then discussed his childhood home. He then repeated the statement "We can't go against California Building Code" made by Corrinna Miranda and asked why the county could not.

Ken Melton/CCAC member, noted on page 6, number 2, titled "enforcement and collaboration", he felt Cal Fire needed to be removed as this was a County regulatory program. He noted when you put something in code that doesn't need to be there, it's an issue. He also felt on page 7, number 4, moving code compliance from the Planning Department to the Building Department would be a mistake. He noted that the Building has its own jurisdiction.

Mike Guenther noted they have had issues that were cleared up recently after a 5-year period. He asked the Board if, as the resolution continues to be worked on, the enforcement efforts continue. He also noted and agreed with a previous speaker, noting education and communication need to be at the helm.

Board discussion ensued. In response to Supervisor Smallcombe, Interim Director Miranda noted that amnesty is caused by different fines and penalties. She noted this will allow a clear pathway of taking care of old cases. Supervisor Smallcombe thanked Ms. Miranda as well as the CCAC members and further noted that this conversation had been ongoing for three years and that staff needed to focus on the tasks at hand. She further noted she wanted to see a joint report from the CCAC and staff.

Supervisor Poe noted this topic was the reason he ran for office. In response to his question, Ms. Miranda noted that staff would first work with the ones by priority of life and safety.

Supervisor Forsythe thanked the CCAC and staff and asked what they wanted from the Board today.

Chair Menetrey noted he appreciated the work that has been done. He noted what he believed staff was

looking for was the ability to move forward on the four suggested items and come back in detail for Board approval. Ms. Miranda confirmed.

In response to Supervisor Poe, Mr. Engfer noted 75% of the recommendations are from the CCAC.

Supervisor Smallcombe reiterated that she encouraged the Board to do joint reports. She noted she felt strongly that this work as well as Tyler Tech, Development Code update, and this would be closely intertwined with significant implications.

Supervisor Toso noted she felt as Supervisor Smallcombe, She also noted it would mean less meetings to move this forward.

DIRECTION: *Staff is to bring back the written plan, as written, for approval by the Board.*

RESULT: DIRECTION GIVEN

N. Board Information

Information received.

O. Adjournment

4:12 PM Chair Menetrey adjourned in memory of Matt Fluharty, Joseph Ritter, and Phyllis Ann Shelton.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-163

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-164

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve Budget Action Increasing Indigent Defense Funding and Decreasing General Fund Contingency to Balance the Fund ($40,000) (4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Indigent Defense Funding and Decreasing General Fund Contingency to Balance the Fund ($40,000) (4/5's Vote Required).

Indigent defense expenses have been significant this year. There are a couple of big cases, the minimum hourly rate has gone up, and the lawyers on contract are increasingly unable to litigate cases because of conflicts. For all of these reasons, we are increasing the budget to ensure that we can pay bills through the end of FY24.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 23-343: Adopt a Resolution Adopting the 2023-24 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2023-24 (FY24) Budget

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County will run out of money to pay indigent defense expenses. The budget action could be reduced if needed.

FINANCIAL IMPACT

General fund contingency is reduced $40,000.

ATTACHMENTS

1. **Indigent Defense BA**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	100	92001	Contingency designation			40,000
1001	206	60318	Legal Services		40,000	
				TOTALS	40,000	40,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR FY24

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-165

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve an Agreement with Graviton Consulting Services in the Amount of $246,000 for Managed Services Support of County Enterprise Resource Planning System; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Graviton Consulting Services in the Amount of $246,000 for Managed Services Support of County Enterprise Resource Planning System; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County has come a long way with the Oracle system. With the might of the Public Works team behind us, we are making terrific strides in improving the user experience, data access and reporting, and overall satisfaction with the system. We are also seeing significant progress in the payroll module now that there are two people supporting payroll, and there is more time to ask questions, identify challenges to be resolved, and engage with support when solutions are offered. As we have said from the beginning, "the only problem we know we cannot solve is the one we do not know exists."

The fact that we are receiving questions, suggestions for improvement, and issues when they arise, is a significant improvement in the user adoption of the Oracle system. We are very encouraged by this and feel that with this kind of staff engagement and the expertise and the familiarity of the Graviton team, we are poised to make significant improvements in the Oracle system in the next year. This contract will help us to achieve this goal.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Graviton Consulting Services implemented the Oracle ERP system for Mariposa County. FY25 will be the 4th year post-implementation, for which we have engaged Graviton's support. We may do an RFP for FY26, but believe that we need to stay the course with a team who knows us and who we know for one more year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Reduce the contract hours and cost.
Ask staff to do an RFP for FY25 support.
Do not approve any managed services support for the Oracle ERP system.

FINANCIAL IMPACT

The cost is included in the FY24 and FY25 budgets.

ATTACHMENTS

1. FY25 Graviton Managed Services Agreement

VOTE RESULT

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

AGREEMENT FOR ORACLE MANAGED SERVICES SUPPORT

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

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date hereinabove written and terminate on June 30, 2025 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform managed services support for the Oracle Enterprise Resource Planning (ERP) financial database as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $246,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Vineet Srivastava, President CE
Graviton Consulting Services
Phone: 916-337-6551
Email: vineet@gravitonconsulting.com

COUNTY:
Leigh Westerlund, Assistant CAO
County of Mariposa
Phone: 209-742-1234
Email: lwesterlund@mariposacounty.org

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Vineet Srivastava, President Graviton Consulting Services
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

EXHIBIT A SCOPE OF WORK

Statement of Work No. Mariposa Managed Services Support 2024-2025

County of Mariposa

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SIGNATURES ..... ERROR! BOOKMARK NOT DEFINED.

Introduction

The County of Mariposa ("County") would like to engage Graviton Consulting Services ("Graviton") to provide managed services support for their Oracle Cloud ERP, HCM, and EPM implementation. The County would also like Graviton to provide professional services for additional items as documented in the Scope of Work section.

Graviton will deploy consultants for providing these services; the work will be performed remotely and directed out of Graviton's corporate headquarters in Sacramento, CA.

Scope of Work

Graviton will provide the following professional services and software tools as part of this Managed Services contract. The estimated efforts for each of these items are provided in the subsequent "Estimates, rates, and costs" section of this document.

1. **Monthly managed services support**. This will include the following:
    a. As needed Level 2 support for the County staff, provided as per the County's direction. This will exclude any specific support items explicitly called out in the "Additional scope items" below.
    b. Updating any job-aids as per County's approval and maintaining the LMS.
    c. Any training sessions conducted as per County's direction.

2. **Additional scope items**. Graviton and the County may agree to include additional items into the scope of the managed services contract upon mutual approval. Hours from the "Monthly managed services support" bucket may be repurposed for fulfilling such additional scope items.

3. **Software**
    a. LMS (Graviton Learning Academy) license
    b. Smartsheet setup
    c. SharePoint Site

At the end of each month, Graviton will provide a report with the following level of detail:

1. Tasks performed in the month.
2. Hours used in the month.
3. Balance hours remaining on the contract.

Out of Scope

The following services are out of scope:

1. Level 0, Level 1, and Level 3 support (excluding items listed in the "Scope of work" section), as defined in the subsequent "Support Definitions" section.
2. Implementation of any new functionality introduced in the quarterly releases.

Support Definitions

The following support tiers are referenced in this document:

Support Tier	Description
Level 0	- Self-help, via Oracle documentation and job-aids
Level 1	- Helpdesk services, e.g., password resets, account unlock, new account provisioning
Level 2	- Help with any system functionality/ transactions - Technical or Application support for issues reported
Level 3	- Implementation of new features - Technical development, e.g., new interfaces - Enhancements to existing functionality

Service Levels

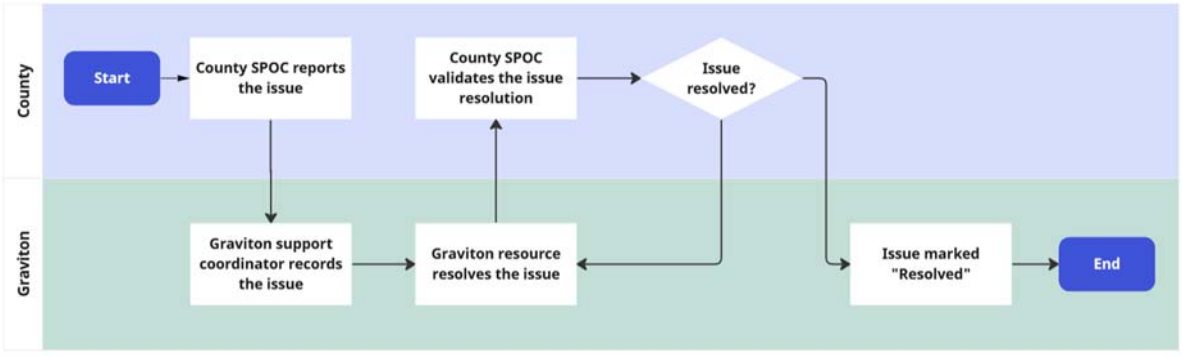
Graviton will provide services with the following response time commitments.

Severity	Description	Graviton's Response Time Commitment
Sev 1	A critical incident with very high impact. E.g., system outage and most users unable to access Oracle Cloud. **Sev 1** incidents should be reported to Oracle by way of a Sev 1 Service Request (SR). Upon logging of the Oracle SR, it should also be reported to Graviton by phone call.	**Sev 1** incidents will be resolved by Oracle as part of their support included with the County's subscription. A Graviton resource will begin work on the issue within 8 business hours of acknowledgement.

Severity	Description	Graviton's Response Time Commitment
Sev 2	A major incident with significant impact. E.g., the application is available and working for most of the County's users, but one or more users are not able to perform some specific transactions. Sev 2 incidents should be reported by logging a ticket in JIRA or an email update to Graviton.	Graviton will acknowledge the **Sev 2** incident report within 2 business hours of being reported to Graviton. A Graviton resource will begin work on the issue within 24 business hours of acknowledgement.
Sev 3	A minor incident with low impact. E.g., request for process assistance/ training, or request for a report to be developed. Sev 3 incidents should be reported by logging a ticket in JIRA or an email update to Graviton.	Graviton will acknowledge the **Sev 3** incident report within 4 business hours of being reported to Graviton. A Graviton resource will begin work on the issue within 48 business hours of acknowledgement.

Support process

The following diagram illustrates the support process that will be used to provide these services to the County.



Assumptions

1. The County will assign a Single Point of Contact (SPOC), who will ensure that Graviton's consultants will have access to the County's facilities, network and systems as required. The SPOC will also help to schedule and facilitate any meetings with other County staff as may be needed.
2. The County staff will perform user acceptance testing for all functionalities being implemented and issues fixed.
3. Graviton's consultants will perform the work remotely. Onsite services will be provided with prior County approval.
4. Graviton will provide support during the County's standard business hours.

Estimates, Rates, and Cost

All professional fees and expenses related to the monthly managed services support will be provided on a Fixed Price basis. The effort estimate for the overall scope of work is as per the following table. This includes hours for the monthly managed services, and "catch up hours" that will be used to cover overages from the previous contract.

Description	Estimated hours	Rate	Estimated cost
Monthly managed services	1,440	$150	$216,000.00
Catch up hours	200	$150	$30,000.00
TOTAL	**1,040**		**$246,000.00**

Additional Services

Graviton will provide any additional services outside of the scope of work on a Time and Materials basis, as per the following table. Such services will be provided upon the County's request and approval.

Resource	Offsite Rate
Oracle Cloud Functional Consultant	$150
Oracle Cloud Technical Consultant	$125
Project Manager	$150

EXHIBIT B COST PROPOSAL

Travel Costs

Onsite services will be provided with prior County approval. For any services provided onsite, Graviton will invoice the County for Travel costs at actuals, subject to the County's travel policies.

Term and Invoicing

Estimated Start Date: 07/01/2024

Estimated End Date: 06/30/2025

Invoicing: Graviton will invoice the County monthly for the services provided in the previous month as follows. The invoicing terms will be Net 30.

The monthly managed services will be invoiced as per the following schedule:

Payment Milestone	Amount
Catch Up Payment for Previous Contract Overage	$30,000.00
Monthly Managed Services for July 2024	$18,000.00
Monthly Managed Services for August 2024	$18,000.00
Monthly Managed Services for September 2024	$18,000.00
Monthly Managed Services for October 2024	$18,000.00
Monthly Managed Services for November 2024	$18,000.00
Monthly Managed Services for December 2024	$18,000.00
Monthly Managed Services for January 2025	$18,000.00
Monthly Managed Services for February 2025	$18,000.00
Monthly Managed Services for March 2025	$18,000.00
Monthly Managed Services for April 2025	$18,000.00
Monthly Managed Services for May 2025	$18,000.00
Monthly Managed Services for June 2025	$18,000.00

The services for any additional services will be invoiced on a monthly basis, for the hours consumed in the previous month.

Change Requests: Any Change Requests to this Statement of Work will be jointly reviewed by the County and Graviton and will be executed upon mutual approval.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-166

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve First Amendment to the Agreement Scope for Visitor Center Services in Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Agreement Scope for Visitor Center Services in Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This item would amend the scope of the County's agreement with the Mariposa County Chamber of Commerce ("Chamber") for visitor center services to allow for funds remaining in the existing contract to be used for facility improvements. Chamber representatives have indicated that the portion of the building used for visitor center services has not been updated for several decades. Some relatively small improvements could significantly improve the visitor experience. It is estimated that the funds available in the current agreement is less than $10,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 6, 2022, the Board approved a three-year agreement for visitor center services with the Mariposa County Chamber of Commerce in the amount of $765,000. The contract, which informed our budget for this year, limits current year spending to $260,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The Chamber will be unable to make improvements to the building used for the visitor center.

FINANCIAL IMPACT

All requested funds are included in the FY24 budget.

ATTACHMENTS

1. **Mariposa Visitor Center Chamber Agreement Amendment**
2. **21-174 - Mariposa Co Chamber of Commerce 21-24**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe

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

FIRST AMENDMENT TO AGREEMENT FOR VISITOR CENTER SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR VISITOR CENTER SERVICES is made and entered into this 7th day of May 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and the Mariposa County Chamber of Commerce, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated April 6, 2021, wherein Contractor agreed to provide visitor center services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

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

Paragraph 2, "SERVICES," and Exhibit A are hereby amended to provide that Contractor agrees to provide the following additional services: capital improvements for visitor center facilities.

Except as herein amended, the Agreement dated April 6, 2021, 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

_____
Steve Aitchison, Chairperson
Mariposa County Chamber of Commerce

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Form Revision Date: 02-26-24

CONTRACT AMOUNT 765,000.00 **VENDOR NAME** Mariposa Co Chamber of Commerce

PROJECT NO. **VENDOR NO.** 7495

PERIOD OF CONTRACT 04/01/2021-06/30/2024

EXTENSION Invoice cannot exceed $26K for any given month

DATE	CHANGE ORDER	AMOUNT	BALANCE
4/14/21		(15,000.00)	750,000.00
6/16/21	May	(16,510.00)	733,490.00
			733,490.00
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MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-174

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Mariposa Visitor Center RFP Award

RECOMMENDATION AND JUSTIFICATION:
Approve 39-Month Contract for the Operation of the Mariposa Visitor Center with the Mariposa County Chamber of Commerce in an Amount Not to Exceed $765,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve a Budget Action Reducing General Fund Contingency to Ensure Sufficient Funds for This Agreement in the Current Fiscal Year ($16,000).

The Mariposa Visitor Center is a valuable community asset, a key component of the visitor experience for many travelers, and one way the County strives to contribute to the success of local businesses. This agreement is the product of an Request for Proposals (RFP) process approved by the Board in December and subsequent negotiations. It is now recommended for approval.

Two proposals were received in response to the RFP process, which solicited visitor center management services including securing a location for a visitor center, promoting community attractions and events, responding to inquiries from visitors and residents, building key partnerships and meeting necessary reporting requirements. Board liaisons for the visitor center and the county administrative officer reviewed the proposals and selected the Chamber submission as the most responsive and responsible bid.

The proposal and subsequent contract negotiations introduce a few changes to past agreements with the Chamber for visitor center management services. These include:

- A longer term. Past agreements have typically been for one or two years. As a result of the RFP process, this agreement is for 39 months and aligns with the County fiscal year.
- More compensation. The Chamber has stated to the Board on several occasions that it has been subsidizing visitor center operations with Chamber funds. This agreement grows over time to the funding level ($260,000/year) the Chamber's

proposal states is actually required to operate the visitor center.

- Reimbursement basis. Past agreements have provided funding without regard to generated revenues or actual operational costs. The proposed agreement reimburses the Chamber for net expenses (expenses less any generated revenue) rather than providing a flat fee.

- Cash flow. To facilitate the reimbursement process, a portion of the last month's expected costs ($15,000) is proposed to be paid up front to provide some funds from which to begin operations. This amount will be reconciled in the final month of the agreement so that all funds are attributed to actual expenses.

- Extended hours. Previous agreements allowed for closure on holidays or for staff training. The proposed agreement requires the visitor center to be open every day and to stay open during peak season months until 7 PM.

- Consistent branding. The proposed agreement requires communications to be consistent with County values and branding and encourages the use of County and Yosemite/Mariposa County brand imagery.

- Performance standards. The proposed agreement establishes some performance metrics, such as greeting visitors within fifteen (15) seconds, and requires the development of performance indicators with regular reporting for the benefit of the visitor center, local businesses and the County.

- Segregation of funds. While audits continue to be required, funds will be required to be separated to ensure no co-mingling of visitor center and other Chamber programs occurs.

- Welcome Center exploration. The visitor center could potentially be established as an official California Welcome Center. The agreement requires exploration of this possibility and a formal recommendation on how to proceed.

After review of these and all other provisions of the agreement with Chamber representatives and Board liaisons, staff is prepared to recommend approval of this agreement for visitor center management services.

This action also requires an amendment to the adopted budget in the amount of $16,000 to ensure sufficient funds are available in the current fiscal year. Staff recommends using contingency funds to make this amendment. As of this writing, the balance of the contingency fund for this fiscal year is $382,517.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On December 1, 2020, the Board adopted Resolution 2020-704 authorizing an RFP for the Mariposa Visitor Center.

RESOLUTION - ACTION REQUESTED 2021-174

On October 27, 2020, the Board adopted Resolution 2020-637 approving a six-month agreement with the Mariposa County Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of $73,332. At this time, the Board also made clear the County's intention to pursue an RFP process to award the next agreement.

On October 22, 2019, the Board adopted Resolution 2019-619 approving a one-year agreement with the Mariposa County Chamber of Commerce for the operation and repair of the Mariposa Visitors' Center in the amount of $250,000. $30,000 of this agreement targeted toward visitor center repairs was never expended.

On October 17, 2017, the Board adopted Resolution 17-706 approving a two-year agreement with the Mariposa County Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of $337,000 (or $168,500 per year).

On September 22, 2015, the Board adopted Resolution 15-457 approving a two-year Agreement with the Mariposa Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of $331,442 (or $165,721 per year).

On October 14, 2014, the Board adopted Resolution 14-525 approving a First Amendment to the Agreement adding language regarding allowing the Chamber to close the Visitors' Center for up to 10-days in a calendar year for holidays and training classes, and changing the termination notice to 30-days.

On September 23, 2014, the Board adopted Resolution 14-499 approving a one-year Agreement with the Mariposa County Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of $159,000.

On November 5, 2013, the Board adopted Resolution 13-491 approving a one-year agreement with the Mariposa County Chamber of Commerce for operation of the Mariposa Visitors' Center in the amount of $145,000.

On October 9, 2012, the Board adopted Resolution 12-508 approving a one-year agreement with the Mariposa County Chamber of Commerce for operation of the Mariposa and Coulterville Visitor Centers and replacement of the carpet in the Mariposa Visitor Center in the amount of $150,000. At that time, it was noted that the Chamber had operated the visitor center for "several years" and an RFP process was conducted in Fall 2011. This is the last known RFP process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement. The County will not have an agreement for visitor

Resolution - Action Requested 2021-174

center operations and the visitor center may close. Staff will need additional direction with regard to visitor center operations.

FINANCIAL IMPACT:
The proposed agreement will cost up to $68,000 in the current fiscal year and $765,000 total inclusive of the next three fiscal years. A budget adjustment of $16,000 is recommended to ensure sufficient funding in the current fiscal year.

ATTACHMENTS:
2021 Visitor Center Agreement(PDF)
2020 Visitor Center Services RFP (PDF)
Budget Action - Chamber of Commerce 4.6.21 (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR VISITOR CENTER SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of April, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and the Mariposa County Chamber of Commerce, ("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 April 1, 2021 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed seven hundred and sixty five thousand dollars ($765,000). Compensation shall not exceed two hundred and sixty five thousand dollars ($265,000) for the period of April 1, 2021 – June 30, 2022; two hundred and thirty five thousand dollars ($235,000) for the period of July 1, 2022 – June 30, 2023; and two hundred and sixty thousand dollars ($260,000) for the period of July 1, 2023 – June 30, 2024. Compensation shall not exceed twenty six thousand dollars ($26,000) for any given month in this agreement.

Contractor may invoice for an initial payment of fifteen thousand dollars ($15,000) upon execution of this agreement. Thereafter, Contractor will invoice County on a monthly basis for actual net expenses (actual expenses less any revenue generated through the services provided) incurred to provide the services outlined in the scope of work. Contractor may charge up to two percent (2%) of expenses for a given invoice for administration of this agreement. All revenue and expenditures for a given month shall be reported on the invoice. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In the final month of the agreement, the initial payment of fifteen thousand dollars ($15,000) shall be applied against expenses such that all compensation will be used for services provided and general administration of this agreement.

4. INSURANCE

Contractor shall procure and maintain for the duration of the 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 the 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.

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The 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 the 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 the 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, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the 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 the 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 the 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 the County. The County may require the 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 the County.

(7) Verification of Coverage: Contractor shall furnish the 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 the County 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 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

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be

interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the 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 the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. NOTICE

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

CONTRACTOR:
Mariposa County Chamber of Commerce
P.O. Box 425
Mariposa, CA 95338

COUNTY:
County Administrative Officer
County of Mariposa
P.O. Box 784
Mariposa, CA 95338

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance 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.

12. PUBLIC RECORDS ACT

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

13. 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; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the [INSERT DEPARTMENT HEAD]. 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.

14. 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.

15. 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 immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 90 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination.

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.

16. 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.

17. 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 claim or 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.

18. CAPTIONS

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

19. 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.

20. MANDATORY AND PERMISSIVE

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

21. 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.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. 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.

24. CONTROLLING LAW

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

25. 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 the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. 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.

27. NO RELIANCE ON REPRESENTATIONS

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

28. 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.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years 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, the 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 Agreement amendment 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

Marshall Long
zorrosign 73E5F77FD5

Marshall Long, Chair
Board of Supervisors

COUNTERSIGNED:

René LaRoche
zorrosign 73E5F77FDF

Rene LaRoche
Clerk of the Board

CONTRACTOR

zorrosign 73E5F77FE9

Gabriel Edwards, President
Mariposa County Chamber of Commerce

APPROVED AS TO FORM:

Steven W. Dahlem
zorrosign 73E5F77FCB

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Contractor will deliver the following services:

A. Provide a location for the visitor's center at 5158 Highway 140 in Mariposa. Contractor is responsible for all aspects of facility operations including rent, insurance, maintenance, groundskeeping, signage, security, utilities (water, sewer, gas, electrical, telephone and internet services), janitorial and operating supplies. The facility shall be kept in a clean and sanitary condition at all times and comply with all state and local guidance related to the novel coronavirus pandemic or other conditions that may exist during the term of Agreement.

B. Promote Mariposa County community and visitor events, attractions, businesses and amenities consistent with the County's stated values and brand message. Use of Yosemite/Mariposa County Tourism Bureau branding is also encouraged. Provide accurate information to visitors and residents in a friendly and enthusiastic manner. Encourage patronizing local establishments, extending visits and repeat visitation through education, invitation and quality customer service. Promotions shall focus on visitor interest and fairly represent the entire county without bias to any geographical area, industry, organization, association or business.

C. The visitor center shall be open every day from 8:00 AM to 7:00 PM in the months of May through October and from 8:00 AM to 5:00 PM in the months of November through April. When the visitor center is closed, Contractor will make basic information, maps and brochures available to the public.

D. Recruit, select, supervise and appropriately recognize the efforts of any staff and/or volunteers necessary to operate the Visitors Center. Continuing to partner with Yosemite National Park to have a uniformed ranger assist with Park-related inquiries and advance purchase of park passes is strongly encouraged.

E. Provide community support through interaction with visitors and residents, including:
    a. Displaying and distributing brochures, maps, and other visitor information. Encourage availability of information, including town maps and visitor guides, in local lodging and other establishments. Information should include, but is not limited to, options related to transportation, dining, shopping, lodging, attractions, events, amenities and services available in Mariposa County.
    b. Greet each visitor to the visitor's center within fifteen (15) seconds and provide timely service and responses to their inquiries. Provide computer terminals for access to directories and self-service information including Yosemite.com and lodging.
    c. Initiate and support programs that increase visitor spending with Mariposa County businesses including, but not limited to, awareness of discounts and special offers and direct booking of lodging.

F. Develop or maintain partnerships with community groups including, but not limited to: Yosemite National Park, Yosemite/Mariposa County Tourism Bureau, and other local associations of businesses, lodging partners, museums, events, and so on.

G. Collaborate with Yosemite/Mariposa County Tourism Bureau to provide toll-free phone numbers and information services for visitors.

H. Coordinate an inclusive online calendar of community and cultural events. Proactively solicit content and ensure the calendar is current and accurate.

I. Evaluate possible means for revenue generation including fees for service, grants, fundraising and so on. Seek and evaluate further opportunities to add value to the services provided at the visitor's center. Present options to the County as they become available. Implementing revenue generating services is subject to approval of the county administrative officer after discussion with board liaisons for the visitor center.

J. Develop Key Performance Indicators (KPI) for daily tracking of performance outcomes including number of visitors, number and value of direct lodging bookings, overall visitor experience (net promoter score), average service satisfaction, and other outcomes. Collect additional data as requested by the County and/or as needed for visitor center purposes. Report KPI to the County on a monthly basis.

   County recognizes that the ability to forecast visitor traffic would be a valuable service to local businesses. To the extent such forecasts can be developed in partnership with Yosemite National Park and others, KPI data will be made available for analysis and inclusion as needed.

K. Segregate funds provided by the County and provide an annual, auditor-reviewed report on the use of these funds.

L. Evaluate the requirements to establish the visitor center as an official California Welcome Center. Make a recommendation to the County on whether to pursue this designation and, if the recommendation is in favor, what actions are needed to qualify.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-167

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Amend the Previous Designation for Corrina Miranda from Acting to Interim Building Director; and Set Her Salary at 100% of the Previous Building Director's Salary, Which is $142,257.74, Effective April 9th, 2024

RECOMMENDATION AND JUSTIFICATION

Amend the Previous Designation for Corrina Miranda from Acting to Interim Building Director; and Set Her Salary at 100% of the Previous Building Director's Salary, Which is $142,257.74, Effective April 9th, 2024.

Upon further review of the Job Classification Plan, which was amended in 2023, Ms. Miranda should have been appointed as the interim director as the position is vacant. The plan also states that if an individual takes on an interim position, they will receive the full salary of the previous director.

BACKGROUND AND HISTORY OF BOARD ACTIONS

April 9th, 2024 - the Board appointed Ms. Miranda as the Acting Building Director at 90% salary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not amend, and we will going against adopted county policy

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Resolution_2023-351**

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-351

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendments to the Job Classification Plan to Clarify Definitions and to Allow Human Resources to Make Substantiated Changes to Job Descriptions, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve Amendments to the Job Classification Plan to Clarify Definitions and to Allow Human Resources to Make Substantiated Changes to Job Descriptions, Effective Immediately.
The recommended changes are intended to clarify definitions currently in the Job Classification Plan and provide Human Resources the ability to make non-substantive changes to job descriptions without returning to the Board for each adjustment. It also clarifies definitions for acting and interim assignments.

Specifically, the following modifications are recommended:

1.) In Section II., entitled Classification Plan, authority is delegated to the Human Resources Director/Assistant County Administrative Officer to add a Working Conditions and/or Physical Requirements section into a current class specification where it is absent.

2.) Also in Section II, authority is delegated to Human Resources to substitute an experience or education requirement in the minimum qualification section where currently only one type of experience is allowed. For example, if a current class specification requires two years of education, the recommended modification would allow Human Resources, in consultation with the appropriate department head, to modify the requirement to be two years of education or relevant experience.

3.) In Section IV., clarifying language is added to confirm that an acting assignment exists only when the current classification is filled, but the incumbent employee is on an extended leave of more than fourteen(14) days. An interim assignment, on the other hand, exists when a position is vacant and someone is appointed to complete the duties of the vacant position while a recruitment is conducted.

These modifications will allow Mariposa to be more competitive in a very competitive job market, acknowledge that people become qualified for County positions in various ways, streamlines the job description review process, supports a more efficient use of board time, and add important clarifying language that has been an issue for several departments in recent months. All County bargaining units have been notified about these changes and offered the opportunity to discuss potential impacts on County employees. Staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board Adopted the Job Classification Plan for the County of Mariposa on 10/6/2015 (Res. No.15-466), and Amended it on both 12/15/2015 (Res. No 15-584) and 6/13/2017 (Res. No. 17-378).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve these changes and confusion would continue in regards to the use of interim versus acting and would also result in continued return to the Board for minor changes.

FINANCIAL IMPACT

none.

ATTACHMENTS

1. **Proposal to Amend the Mariposa County Job Classification Plan**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

Proposal to Amend the Mariposa County Job Classification Plan adopted on 10/6/2015 (Res. No 15-466) and amended on 12/15/2015 (Res. No 15-584) and 6/13/2017 (Res. No 17-378)

II. Classification Plan

Working Conditions and Typical Physical Requirements: These sections outline the type of work environment in which workers perform their essential functions, and the mobility, lifting, vision, dexterity, hearing/talking, emotional/psychological, and environmental requirements. If these sections are missing from the class specification, the BOS grants authority to the Human Resources Director to add these required sections into each class specification, as required, without Board approval.

Minimum Qualifications: This section lists the educational background and work record that would typically indicate that an applicant would possess the knowledge and abilities to be successful in the job. This section can contain more than one qualifying education and experience pattern Experience can routinely substitute for education or vice versa. Therefore, the BOS grants authority to the Human Resources Director to modify class specifications to include a combination of education and experience language or some substitution to include experience or education without further action from the BOS. No other substantive changes may be made by the Human Resources Director without Board approval. It should be stressed that this section does not in any way refer to the qualifications of present employees.

IV. Classification Policies

Acting Assignments

An Acting assignment differs from an interim assignment.

An acting assignment exists when a qualified candidate is appointed by the County Administrative Officer or the Board of Supervisors (if the position is a Department Head position) to perform the duties of a classification when the permanent employee is on a leave of absence longer than fourteen calendar (14) days.

For an acting assignment, if an existing employee is appointed, they must meet the minimum qualifications and are placed in the actual position on a temporary basis and thus will receive the benefits of the higher class, if different from the benefits currently received. They are placed in the new salary range that provides the employee with at least a 5% increase without exceeding the maximum of the range. The acting assignment shall terminate when the employee returns from leave OR the employee, who permanently holds the classification does not return from leave and the position must be filled permanently.

For County department heads who are appointed in an acting assignment or a non-department head employee who is appointed as an acting department head, the following acting assignment parameters apply:

-

- An acting assignment may not begin until the incumbent has been absent from work for at least fourteen (14) calendar days. The acting assignment cannot exceed 24 months in duration;

- For an existing department head who is appointed in an acting assignment, a 10% increase to the acting employee's base salary will be added ~~after 30 days after the appointment and start of the acting assignment;~~

- When an existing non-department head employee is appointed as an acting department head, they will receive 90% of the base pay of the prior incumbent department head to which they are ~~assigned~~ appointed. ~~starting 30 days after appointment and start of the acting position.~~

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An interim assignment, alternatively, exists when a qualified candidate is appointed to perform the duties of a vacant position while the recruitment is underway. Again, the qualified candidate is appointed by the County Administrative Officer or the Board of Supervisors (if the vacant position is a Department Head position).

- In order for an interim assignment to be made, the position must be vacant.
- The employee appointed on an interim basis shall receive the base wage for the higher position, effective from the first day of the assignment, provided that the total continuous assignment is eighty (80) working hours or more.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-168

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Amend the Title for Joe Lynch from Acting County Administrative Officer to Interim County Administrative Officer, Effective May 11th, 2024

RECOMMENDATION AND JUSTIFICATION

Amend the Title for Joe Lynch from Acting County Administrative Officer to Interim County Administrative Officer, Effective May 11th, 2024

Upon further review of the Job Classification policy, his title should have been interim, not acting as the position of CAO will be vacated on May 10th.

BACKGROUND AND HISTORY OF BOARD ACTIONS

April 9th - The Board appointed Joe Lynch as the Acting CAO with full salary effective May 11th. After further review, his title should have been "interim".

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not amend; we will be out of compliance with County policy.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Resolution_2023-351**

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-351

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendments to the Job Classification Plan to Clarify Definitions and to Allow Human Resources to Make Substantiated Changes to Job Descriptions, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve Amendments to the Job Classification Plan to Clarify Definitions and to Allow Human Resources to Make Substantiated Changes to Job Descriptions, Effective Immediately.
The recommended changes are intended to clarify definitions currently in the Job Classification Plan and provide Human Resources the ability to make non-substantive changes to job descriptions without returning to the Board for each adjustment. It also clarifies definitions for acting and interim assignments.

Specifically, the following modifications are recommended:

1.) In Section II., entitled Classification Plan, authority is delegated to the Human Resources Director/Assistant County Administrative Officer to add a Working Conditions and/or Physical Requirements section into a current class specification where it is absent.

2.) Also in Section II, authority is delegated to Human Resources to substitute an experience or education requirement in the minimum qualification section where currently only one type of experience is allowed. For example, if a current class specification requires two years of education, the recommended modification would allow Human Resources, in consultation with the appropriate department head, to modify the requirement to be two years of education or relevant experience.

3.) In Section IV., clarifying language is added to confirm that an acting assignment exists only when the current classification is filled, but the incumbent employee is on an extended leave of more than fourteen(14) days. An interim assignment, on the other hand, exists when a position is vacant and someone is appointed to complete the duties of the vacant position while a recruitment is conducted.

These modifications will allow Mariposa to be more competitive in a very competitive job market, acknowledge that people become qualified for County positions in various ways, streamlines the job description review process, supports a more efficient use of board time, and add important clarifying language that has been an issue for several departments in recent months. All County bargaining units have been notified about these changes and offered the opportunity to discuss potential impacts on County employees. Staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board Adopted the Job Classification Plan for the County of Mariposa on 10/6/2015 (Res. No.15-466), and Amended it on both 12/15/2015 (Res. No 15-584) and 6/13/2017 (Res. No. 17-378).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve these changes and confusion would continue in regards to the use of interim versus acting and would also result in continued return to the Board for minor changes.

FINANCIAL IMPACT

none.

ATTACHMENTS

1. **Proposal to Amend the Mariposa County Job Classification Plan**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

Proposal to Amend the Mariposa County Job Classification Plan adopted on 10/6/2015 (Res. No 15-466) and amended on 12/15/2015 (Res. No 15-584) and 6/13/2017 (Res. No 17-378)

II. Classification Plan

Working Conditions and Typical Physical Requirements: These sections outline the type of work environment in which workers perform their essential functions, and the mobility, lifting, vision, dexterity, hearing/talking, emotional/psychological, and environmental requirements. If these sections are missing from the class specification, the BOS grants authority to the Human Resources Director to add these required sections into each class specification, as required, without Board approval.

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- When an existing non-department head employee is appointed as an acting department head, they will receive 90% of the base pay of the prior incumbent department head to which they are ~~assigned~~ appointed. ~~starting 30 days after appointment and start of the acting position.~~

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- In order for an interim assignment to be made, the position must be vacant.
- The employee appointed on an interim basis shall receive the base wage for the higher position, effective from the first day of the assignment, provided that the total continuous assignment is eighty (80) working hours or more.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-169

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve Lease Agreement for Real Property at 5300 Highway 49 in Mariposa with Quest Diagnostics; and Authorize the Board Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve Lease Agreement for Real Property at 5300 Highway 49 in Mariposa with Quest Diagnostics; and Authorize the Board Chair to Sign the Agreement.

This item would continue to lease space within the Community Health Center to Quest Diagnostics through the end of 2029. Initial compensation would be calculated at $1.62 per square foot, consistent with a recent appraisal of the site and resulting in a modest increase to the rent. Rent would increase each year of the agreement by three percent (3%).

Quest Diagnostics is consistent with the other uses in the Community Health Center and provides vital medical testing services for our community. The lease is fair over an extended term and will provide certainty for both the County and Quest. Staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Quest Diagnostics was in this location for several years prior to the County acquisition of the Community Health Center building in 2018. The current five-year agreement, signed in January 2019, expires at the end of the calendar year. The final year of compensation is at a rate of $337.20 per month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. Staff will need direction to understand how the Board would like to proceed. If Quest is not allowed to continue leasing this space, the County could lose a valuable medical testing business and partner in providing County services.

FINANCIAL IMPACT

This agreement will generate $4,140 in revenue in the first year with modest increases thereafter.

ATTACHMENTS

1. **2024 Quest Labs Lease Agreement**

VOTE RESULT

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

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of May 7, 2024, by and between the County of Mariposa, hereinafter called **LESSOR,** and Unilab Corporation doing business as Quest Diagnostics, hereinafter called **LESSEE.**

WITNESSETH

WHEREAS, the **LESSOR** owns real property located in the County of Mariposa commonly known as 5300 Highway 49, Mariposa, California or the Community Health Center; and;

WHEREAS, the parties wish to provide for the leasing of 214 square feet of rentable space within said property, as identified in Exhibit A ("Premises"), by the **LESSOR** to the **LESSEE;**

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located at 5300 Highway 49, in the County of Mariposa, commonly known as the Rose Building.

2. **CONSIDERATION/TERM:** For and in consideration of a fixed monthly amount as set forth in Exhibit B, **LESSOR** agrees to lease the real property described above commencing January 1, 2025, and concluding on December 31, 2029. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE.**

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as a medical laboratory and related customer amenities. **LESSEE** hereby warrants that it is a Medical Laboratory.

4. **COMPLIANCE WITH LAW:** As required by California Civil Code section 1938, Lessor represents that premises have not undergone inspection by a Certified Access Specialist (CASp). **LESSOR** warrants that the **PREMISES** is at the time of this Lease in compliance with all laws andordinances.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the

subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or Tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or Tenant, if requested by the lessee or Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

5. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES,** nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR,** which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR,** terminate this Lease.

Notwithstanding any provisions to the contrary contained in this Lease, this Lease may be assigned, or the Premises may be sublet, in whole or in part, without the consent of Lessor and without Lessee incurring any liability, fees or costs relating to assignment or subletting, to (a) any corporation into or with which Lessee may be merged or consolidated, (b) to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of Lessee, (c) to any corporation which controls or is controlled by or is under common control with Lessee, (d) to any person or entity which acquires substantially all of the assets of Lessee in the normal course of business, or (e) a corporation which may be merged or consolidated into or with Lessee, provided that Lessee shall remain liable to Lessor for the performance of all of Lessee's obligations hereunder.

6. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL:** **LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES.**

7. **MAINTENANCE AND REPAIR:** **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa.

LESSOR shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES by LESSEE. LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer as well as providing janitorial services on a daily basis Monday through Friday, excluding holidays. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

8. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re- enter said **PREMISES,** take possession thereof, and remove all persons as provided by law.

9. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver to **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

10. **POSSESSORY INTEREST:** **LESSEE** recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation that the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the Leased **PREMISES. LESSOR** expresses no opinion on the taxable effect of this Lease.

11. **INDEMNITY:** **LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES.** Upon demand **LESSEE** shall, at its own expense, defend **LESSOR,** and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the negligence or willful act of **LESSEE. LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES,** or any negligence of **LESSOR,** or any structural or other defects of the **PREMISES.**

12. **INSURANCE:** **LESSEE** will provide insurance coverage as of the commencement of this

Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. Minimum Scope And Limit Of Insurance

Coverage shall be at least asbroad as:

(1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & 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) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease. (for lessees with employees).

(3) Property insurance against all risks of loss to any Lessee improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

B. Other Insurance Provisions

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

(1) Additional Insured Status: **LESSOR,** its officers, officials, employees, and volunteers are to be listed as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of **LESSEE** 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 the **LESSEE's** insurance at (least as broad as ISO Form CG 20 10.

(2) Primary Coverage: For any claims related to this contract, the **LESSEE's** insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the **LESSOR,** its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **LESSOR,** its officers, officials, employees, or volunteers shall be excess

of the **LESSEE's** insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall not be canceled, except with notice to **LESSOR** by **LESSEE.**

(4) Waiver of Subrogation: **LESSOR** and **LESSEE** each hereby waive any rights of recovery against the other for injury or loss to persons and to real and personal Real Property, including loss or use thereof, which were covered by insurance, or were required to be covered by insurance.

(5) 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 **LESSOR.**

(6) Self-Insured - Notwithstanding anything to the contrary contained herein, Lessee may self-insure for all or any portion of the minimum limits of insurance required to be carried by Lessee hereunder.

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

(8) Special Risks or Circumstances: **LESSOR** reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION:** **LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time and upon reasonable notice for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to immediately terminate this Lease, on the occurrence of any of the following events:

(1) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(2) The abandonment of the leased **PREMISES** without payment of rent**.** Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease for convenience upon sixty (60) days written notice.

C. **LESSOR** shall have the right to terminate this Lease for convenience upon one hundred eighty (180) days written notice any time.

16. **BREACH:** In the event of breach of this Lease by **LESSEE, LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein. **LESSOR** shall have the right to terminate this Lease without cause upon one hundred eighty (180) days written notice.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** All notices required or provided for in this Agreement shall be provided to the parties at the following addresses via nationally-recognized overnight carrier, addressed as specified herein below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to COUNTY shall be addressed as follows:

County Administrative Officer
P.O. Box 784
Mariposa, California 95338

Notice to LESSEE shall be addressed as follows:

Quest Diagnostics
Attn: Real Estate
8401 Fallbrook Avenue
West Hills, CA 91304

Realestate@questdiagnostics.com

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

21. **NON-COMPETE:** Lessor shall not lease, permit a sublease, operate, maintain or authorize any person or corporation to operate a Reference Medical Laboratory in the Building. This agreement constitutes an exclusive use to the holder of the Lease. Lessor may permit any physician Lessee in the Building (including any physician employed by a Practitioner (defined in Section 21.7) or Practitioner-Lessor) to perform in-office laboratory testing limited only to his or her own medical patients, provided that such physician's practice does not consist exclusively or principally of performing only such laboratory testing. "**Reference Medical Laboratory**" means any clinical laboratory, collection station, distribution station or other operation used in connection with testing or obtaining specimens for the purpose of testing human tissue or fluids.

22. **LEGISLATIVE MODIFICATION:** The parties hereto acknowledge that Section 6204 of the Omnibus Budget Reconciliation Act of 1989 (42 USC §1395nn), as amended (hereinafter referred to as the "Stark Law"), prohibits a physician from making a referral to a clinical laboratory (for which referral the Medicare and Medicaid Programs would otherwise pay) if the physician (or a member of the physician's immediate family) has a financial arrangement with such clinical laboratory. Further, the parties recognize that the self-referral prohibition of the Stark Law, and any regulations so implementing the Stark Law will affect the parties hereto, except to the extent the parties are otherwise specifically exempt from, or outside the scope of, the Stark Law and its regulations. The parties further acknowledge that the Medicare/Medicaid Anti-Kickback Statute (42 USC 1320a-7b(b)) may affect the parties absent compliance with applicable safe harbors.

The parties hereto agree that the terms and conditions of this Lease must at all times comply with the requirements of the Stark Law, the Anti-Kickback Statute and any regulations implementing the Stark Law and/or the Anti-Kickback Statute. If at any time either party fails to so comply

with the provisions and exceptions of the Stark Law or applicable safe harbors under the Anti-Kickback Statute, either party may terminate this Lease immediately; provided, however, that the parties shall have five (5) days from the date either party discovers that it has unintentionally violated this provision to conform the Lease with applicable safe harbors under the Anti-Kickback Statute and an applicable exception of the Stark Law. In connection with the forgoing, Lessor represents that it is one of the following:

A. **HOSPITAL OR OTHER HEALTH CARE PROVIDER LESSOR**: Lessor is 1) a Hospital, or other entity that is authorized to order testing and/or employs persons authorized to order testing ("Hospital or Other Health Care Provider) ; 2) an entity in which a Hospital or Other Health Care Provider has an ownership or investment interest; or 3) under common control or management with a Hospital or other Health Care Provider.

LESSOR represents and warrants that neither it nor any of its directors, officers, members, shareholders, employees, agents, representatives, or subcontractors are "Ineligible Persons," which is defined as any individual or entity who: (i) is currently excluded, debarred, or otherwise ineligible to participate in any State or Federal health care program, including those set forth in 42 USC § 1320a-7b(f) (collectively, the "Health Care Programs"); (ii) has been convicted of a criminal offense related to the provision of health services or health care items, but has not yet been excluded, debarred, or otherwisie declared ineligible to participate in any of the Health Care Programs. **LESSOR** shall immediately notify **LESSEE** of any debarment or exclusion or other event that would make such **LESSOR** and/or any of its directors, officers, members, shareholders, employees, agents, representatives, or subcontractors Ineligible Persons. Any breach of this Section shall give the **LESSEE** the right to terminate the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

LESSEE:

Jean-Marc Halbout
Jean-Marc Halbout (Apr 29, 2024 15:28 PDT)

_____
Regional President , President
Quest Diagnostics

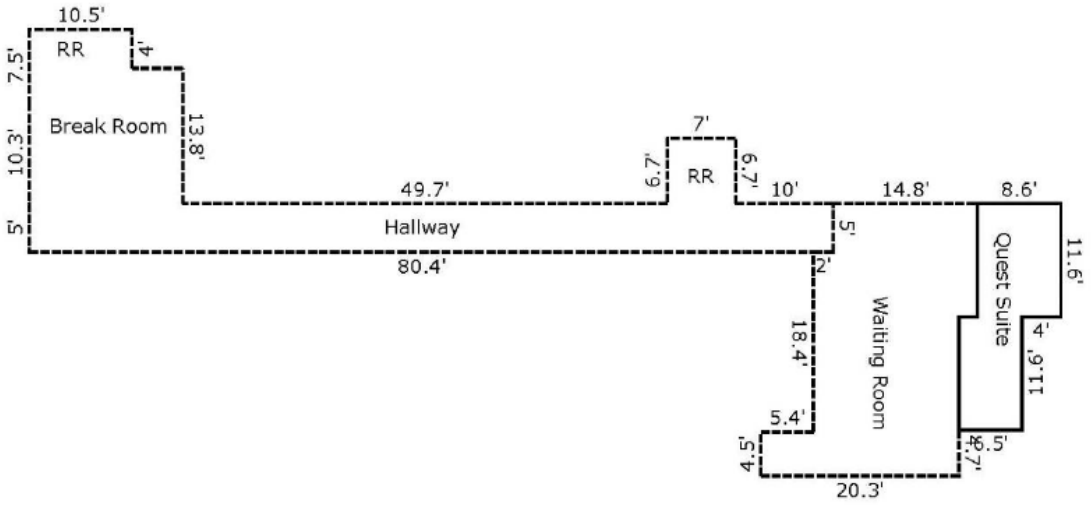
ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVE AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Exhibit A "Premises"



In the image above, we have measured the office space exclusive (solid line) and shared (dashed line area) to Quest Diagnostics. The above sketch page represents the appraiser's measurements of the space.

The net rentable area of the unit itself is approximately 171 square feet or 3.26% of the gross building area. The leased area also includes a 3.26% pro rata portion of common areas that consist of a hallway, restroom, and breakroom (1,291 square feet). In total, the gross rentable area is estimated to be approximately 213 square feet.

Exhibit B
Compensation

Initial compensation is calculated at $1.62 per square foot. Subsequent years include a 3% annual increase to account for changes in markets and expenditures over time.

Calendar Year	Monthly Rent
January 1, 2025 – December 31, 2025	$345.06 / month
January 1, 2026 -December 31, 2026	$355.42 / month
January 1, 2027- December 31, 2027	$366.07 / month
January 1, 2028 - December 31, 2028	$377.06 / month
January 1, 2029 – December 31, 2029	$388.37 / month

Mariposa Hwy 49 - lease

Final Audit Report 2024-04-29

Created:	2024-04-29
By:	elaine ettinger (elaine.s.ettinger@questdiagnostics.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdW_F4TDveQKleBzHQgQGWTxDinxiSwgt

"Mariposa Hwy 49 - lease" History

Document created by elaine ettinger (elaine.s.ettinger@questdiagnostics.com)
2024-04-29 - 10:25:51 PM GMT- IP address: 136.226.65.109

Document emailed to Jean-Marc.X.Halbout@questdiagnostics.com for signature
2024-04-29 - 10:27:00 PM GMT

Email viewed by Jean-Marc.X.Halbout@questdiagnostics.com
2024-04-29 - 10:27:51 PM GMT- IP address: 104.47.73.254

Signer Jean-Marc.X.Halbout@questdiagnostics.com entered name at signing as Jean-Marc Halbout
2024-04-29 - 10:28:21 PM GMT- IP address: 136.226.65.85

Document e-signed by Jean-Marc Halbout (Jean-Marc.X.Halbout@questdiagnostics.com)
Signature Date: 2024-04-29 - 10:28:23 PM GMT - Time Source: server- IP address: 136.226.65.85

Agreement completed.
2024-04-29 - 10:28:23 PM GMT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-170

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve an Agreement with Quest Diagnostics for Pre-Employment Drug Screening, Effective Immediately; Automatically Renew Agreement Until it is Requested to be Terminated; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Quest Diagnostics for Pre-Employment Drug Screening, Effective Immediately; Automatically Renew Agreement Until it is Requested to be Terminated; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Quest has been identified as a reputable provider of pre-employment drug testing services, known for its accuracy, reliability, and adherence to regulatory standards. They provide substance abuse testing of urine, oral fluid, blood, and/or hair specimens at a Quest Diagnostics laboratory certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA").

Quest has been the collection site for Mariposa County since 2015. A separate company was used to test the samples. This move will bring both the collecting of and testing of samples under Quest's responsibility.

Exhibit A lists the pricing for the testing services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

November 18, 2015, the County entered into a previous agreement with A-Check America, Inc., doing business as A-Check Global, to provide pre-employment drug screening services; A-Check Global has since been acquired by another company.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this agreement. Mariposa County will be without a way to test applicants for pre-employment drug use.

FINANCIAL IMPACT

There should be no impact to the General Fund as reimbursement for pre-employment drug testing has already been approved for the fiscal year 2023-2024.

ATTACHMENTS

1. Contract for Mariposa County

VOTE RESULT

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

SUBSTANCE ABUSE TESTING SERVICES AGREEMENT

This Agreement for company-sponsored substance abuse testing services (the "Agreement") is made effective as of March 15, 2024 by and between **Quest Diagnostics Clinical Laboratories, Inc.** ("Quest Diagnostics") and Mariposa County ("Purchaser"), and defines the services that Quest Diagnostics will provide Purchaser.

1. DESCRIPTION OF PROTOCOL.

Quest Diagnostics will provide substance abuse testing of urine, oral fluid, blood, and/or hair specimens for Purchaser's substance abuse testing program at a Quest Diagnostics laboratory certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA").

2. TEST ORDERS, SPECIMEN COLLECTION AND SPECIMEN TRANSPORTATION.

2.1. TEST ORDERS.

Purchaser will ensure that all substance abuse testing is ordered by a person authorized by Purchaser pursuant to applicable law.

2.2. SPECIMEN COLLECTION.

Collection of specimens shall be handled in the following manner:

2.2.1. Purchaser may choose to refer applicants/employees to Quest Diagnostics's Patient Service Centers ("PSCs") or Preferred Third Party Network Sites ("Preferred Collection Sites") for specimen collections at the additional charges outlined on Exhibit A; or

2.2.2. Purchaser may choose to refer applicants/employees to non-preferred, third-party collection facilities, by separate arrangement and at such third-party collection fees as the parties shall negotiate.

2.2.3. Purchaser may choose to perform specimen collections without the use of Quest Diagnostics or third-party collection sites.

2.2.4. Quest Diagnostics agrees to perform the agreed-upon random program management services for Purchaser under the terms and at the additional charges outlined in Exhibit C of this Agreement. This section applies only when Quest Diagnostics is responsible for Random Program Management.

2.2.5. Quest Diagnostics assumes full responsibility for the selection of third-party collection sites that are not a part of its Preferred Collection Site network and for payment of these non-preferred third-party collection fees. Fees outlined for management of collection services are outlined on Exhibit D of this Agreement. This section applies only when Quest Diagnostics is responsible for Collection Management.

2.2.6. Quest Diagnostics agrees to perform emergency collection services for Purchaser at locations covered by our established network of nationwide collectors at the additional charges outlined in Exhibit A of this Agreement. An emergency collection request is defined as any collection that must be completed within a two-hour timeframe from the time the collection request is received by Quest Diagnostics from the Purchaser. If a request is received for services to be performed at a location that is not covered by our established network of nationwide collectors, Quest Diagnostics will make commercially reasonable efforts to handle the request through either its mobile collector or fixed site collection networks, but failure to handle such requests shall not be included in any service level agreement. This section applies only when Quest Diagnostics is responsible for Emergency ("24/7") Collection services.

2.3. SPECIMEN TRANSPORTATION.

Specimen transportation costs are included in the Fees listed on Exhibit A. If alternate arrangements are made such that Purchaser assumes responsibility for transportation or shipping of specimens to Quest Diagnostics's laboratory, Purchaser must ensure that the specimens are placed in containers designed to minimize the possibility of damage during shipment and must be securely sealed.

3. RESULTS AVAILABILITY AND DELIVERY.

3.1. RESULTS AVAILABILITY.

Quest Diagnostics will release the results of specimens that are negative on the initial (screening) test to the Medical Review Officer ("MRO"), if applicable, or to Purchaser, typically within twenty-four (24) hours after receipt of the specimen at the testing site. Quest Diagnostics will release non-negative (e.g. positive) results (or those requiring recheck) to the MRO, if applicable, or to Purchaser's authorized contact, typically within forty-eight (48) to seventy-two (72) hours after receipt of the specimen at the testing site. When Purchaser utilizes the services of an MRO, Purchaser will comply with the provisions in Section 10. Holidays and weekend work schedules or specimens requiring clarification by the Purchaser or collector may alter the schedule of results availability described above.

3.2. RESULTS DELIVERY.

Results will be returned to a recipient designated by Purchaser according to a procedure agreed upon by Purchaser and Quest Diagnostics, including electronic reporting of results to Integrated Solutions (QIS) or Employer Solutions Portal (ESP). To the extent Quest Diagnostics transmits test results electronically, using the Quest Diagnostics web-based reporting portal, Integrated Solutions (QIS), the parties shall agree to terms set forth in Exhibit E.

4. SUPPLIES.

Quest Diagnostics will provide to Purchaser certain urine and/or hair specimen collection supplies as Quest Diagnostics deems proper to be used exclusively for ordering testing performed by Quest Diagnostics. Quest Diagnostics reserves the right to charge for these supplies when such orders exceed 120% of tests ordered. In the event Purchaser desires to purchase oral fluid testing services, the provisions included in Exhibit A shall apply. Custom forms and custom collection supplies are available at the fees set forth in Exhibit A.

5. CONFIDENTIALITY.

The parties agree that records related to test orders and/or test reports (collectively the "Data") shall be regarded as confidential, and both parties shall handle and use the Data in a confidential manner, as well as comply with all applicable federal and state laws and regulations regarding the use and disposition of such Data. Both parties agree to consider the terms of this Agreement confidential and not disclose any information contained in this Agreement to any outside party unless required by applicable law.

6. FEES AND PAYMENT TERMS.

6.1. FEES AND PAYMENT TERMS.

Quest Diagnostics will invoice Purchaser at the fees set forth in Exhibit A in accordance with the specific needs of Purchaser and applicable federal and state statutes and regulations. Purchaser agrees to compensate Quest Diagnostics Net thirty (30) days Due Upon Receipt of the date of Quest Diagnostics's invoice. Quest Diagnostics reserves the right to charge a finance charge of one and one-half percent (1-1/2%) per month on any sixty (60) day past due balance or the maximum rate that the law permits. Bundled pricing is based on confirmation testing rate of up to 5% and may be subject to increase if actual confirmation testing rate exceeds 5%.

6.2. LITIGATION ASSISTANCE FEES.

Quest Diagnostics is qualified and available to provide litigation assistance for Purchaser at the fees outlined in Exhibit A of this Agreement.

7. TERM AND TERMINATION.

7.1. This Agreement shall continue from the Effective Date until terminated by either party, without cause, upon thirty (30) days prior written notice to the other party, with the understanding that Quest Diagnostics expressly reserves the right to increase or decrease its fees upon providing Purchaser with at least thirty (30) days advance written notice. Such increases or decreases shall apply with respect to all samples received by Quest Diagnostics after the effective date of such price change.

7.2. In addition to the foregoing, either party may terminate this Agreement immediately and at any time, due to a material breach, by providing the other party with written notice setting forth, with specificity, the nature of the material breach. Material breach means a violation of any law by a party such that the continued performance of the Agreement will subject either or both of the parties to potential fines or other penalties as a result of such continued performance of this Agreement.

8. EXCLUSIVITY; RIGHT OF FIRST OFFER AND REFUSAL.

Purchaser will purchase the services provided by Quest Diagnostics hereunder from Quest Diagnostics on an exclusive basis. In the event that Purchaser determines to purchase additional substance abuse testing services or related specimen collection services, Purchaser will provide Quest Diagnostics with the first opportunity to provide such additional services (at a fair price agreed upon by the parties and terms and conditions substantially similar to those set forth herein) as such needs arise. If the parties are unable to agree to pricing for provision of the additional services, Purchaser may purchase the services from a third-party supplier of such services, provided that Purchaser will first afford Quest Diagnostics an opportunity to match the pricing of the third-party supplier.

9. MISCELLANEOUS.

9.1. ASSIGNMENT.

All rights and obligations of either party under this Agreement may be assigned to its subsidiary, successor, or parent corporation.

9.2. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the parties and supersedes all prior understandings, arrangements and agreements, relating to the subject matter hereof. This Agreement may not be amended or modified except by a mutual agreed upon written and signed amendment.

9.3. INDEPENDENT CONTRACTORS.

It is expressly understood and agreed by the parties hereto that Quest Diagnostics and Purchaser are at all times independent contractors engaging in their own respective business. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party.

9.4. PRETESTING.

Quest Diagnostics's sports testing policy forbids any person, including a healthcare provider from using Quest Diagnostics laboratory services to engage in pre-testing or otherwise aid any athlete in attempting to avoid detection of use of banned drugs. "Pre-testing" is the analysis for drugs in order to determine the positive or negative status of an individual's urine prior to the testing of this individual by an athletic governing body or organization, which prohibits or penalizes the use of these drugs. Furthermore, Purchaser and Purchaser's Client represent and warrant that each specimen forwarded to Quest Diagnostics for testing is not for "Pre-testing" as defined above or intended to assist an

athlete or individual in avoiding the detection of use of banned drugs, including but not limited to anabolic steroids.

9.5. QUEST DIAGNOSTICS'S LOGO/PUBLICITY.

Neither Party shall use the name or logo of the other Party and shall not originate any publicity, news release, or other public announcement, whether written, oral, or via the Internet, relating to the other Party, this Agreement, any amendment hereto, any prices quoted herein or to any performance hereunder without prior written approval of the other party.

9.6. COMPLIANCE WITH LAWS.

The parties agree to comply with all laws, rules and regulations applicable to their respective obligations related to the services provided under this Agreement. Purchaser and Quest Diagnostics agree that nothing expressly or impliedly contained in this Agreement, or any other past, current, or future oral or written communication between Purchaser and Quest Diagnostics shall be construed to mean that Quest Diagnostics or any of its officers, directors, affiliates, agents, employees or contractors in any way certifies, warrants, or guarantees that Purchaser's substance abuse program complies with any federal and state laws rules and/or regulations.

9.7. CALIFORNIA CONSUMER PRIVACY ACT

In connection with services provided under this Agreement, Quest Diagnostics is a "Service Provider" under the California Consumer Privacy Act of 2018 (the CCPA). Quest Diagnostics certifies that it understands and will comply with the restrictions imposed upon it as a Service Provider under the CCPA. Quest Diagnostics will not, for California residents: sell personal information; retain, use, or disclose such personal information for any purpose other than for the specific purpose of performing the services specified under this Agreement, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the services specified herein; or retain, use, or disclose personal information outside of the direct business relationship of the parties hereto.

In the event that Quest Diagnostics, in connection with its role as a Service Provider, receives any requests from or on behalf of a California resident to exercise any of such resident's individual rights under the CCPA, Quest Diagnostics will decline the request and direct the inquiry in a timely manner to Purchaser as the business responsible for fulfilling those requests. Quest Diagnostics will reasonably cooperate with Purchaser to fulfill individual rights requests; provided that prior to forwarding any such request to Quest Diagnostics, Purchaser shall confirm the request is from a California resident and/or their authorized agent and is a verifiable consumer request.

9.8. INDEMNIFICATION.

Quest Diagnostics and Purchaser will each indemnify, defend and hold the other harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including without limitation reasonable attorney's fees) based upon, arising out of or attributable to the negligent and/or willful acts and/or omissions of such party, its employees, servants and/or agents. The provisions of this paragraph shall survive termination of the Agreement.

9.9. INSURANCE.

Quest Diagnostics and Purchaser each agree to maintain, each at its own expense, comprehensive general and professional liability insurance or with respect to Quest Diagnostics only, self-insurance as may be necessary to protect itself and its employees, agents or representatives against any claims, liabilities, expenses, damages or judgments, including malpractice or negligence, that might arise out of this Agreement including any liability or expense resulting from the indemnification obligation of that party as set forth above.

10. SERVICES PERFORMED BY MEDICAL REVIEW OFFICER.

Purchaser acknowledges that, due to regulatory requirements from the Department of Transportation, Nuclear Regulatory Commission or another state or federal agency, it must comply with regulations which require the Purchaser to retain the services of a Medical Review Officer ("MRO") to review test results, and that Purchaser is responsible for independently engaging the services of the MRO. In the event Purchaser requests Quest Diagnostics to include the fees for the MRO services (which Purchaser has arranged for directly with the MRO) in Quest Diagnostics's invoice for services, Quest Diagnostics will do so if agreeable to Purchaser's MRO. Accordingly, Quest Diagnostics will report its results along with a copy of Purchaser's requisition (when required by applicable laws or regulations) to the MRO. The MRO will review and verify the test results and it is the MRO's responsibility to report the results to the appropriate individual designated by Purchaser in accordance with applicable laws and regulations. Purchaser and Quest Diagnostics acknowledge and understand that MRO services are provided by third-party, independent contractor physicians. Quest Diagnostics assumes no responsibility for the adequacy of the performance of MRO services, and Purchaser agrees that it shall have recourse only to the MRO in the event of dissatisfaction, for any reason, with the MRO services provided in connection with this Agreement. Purchaser is responsible to reimburse Quest Diagnostics for any and all tests ordered by the MRO on behalf of Purchaser and performed by Quest Diagnostics pursuant to this Agreement. This section only applies when an MRO is used.

Information on Purchaser Selected MRO:

MRO Name	Company	MRO Account #	Address	Phone Number
Dr. Janelle Jaworski	I3 Screen	10148749		877-295-3381

11. ON-SITE DRUG/ALCOHOL POINT OF COLLECTION TEST KITS (POCT KITS).

In the event Purchaser desires to purchase POCT products, the provisions included as Exhibit B shall apply. This section, and Exhibit B, apply only where Point of Collection Test Kits are provided.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized agents.

Quest Diagnostics Clinical Laboratories, Inc.	**Mariposa County**
("Quest Diagnostics")	**("Purchaser")**
By: _____	_____
Print Name: {{Sig_es_:signer2:fullname}}	{{Sig_es_:signer1:fullname}}
Title: _____	_____
Date:	
_____	_____

EXHIBIT A
TO SUBSTANCE ABUSE TESTING SERVICES AGREEMENT
Fees

PRICING FOR "LAB BASED" TESTING AND SERVICES
Testing protocols will be provided to Purchaser upon request.

Quest Diagnostics is pleased to offer the following pricing:

Description	Test Code	Client Test Code Price
ACCOUNT SETUP FEE (NON-REFUNDABLE)	31257N	$150.00
QUEST URINE COLLECTION FEE	8766N	$13.00
PREFERRED URINE COLLECTION FEE	35499N	$22.00
ALCOHOL, ETHYL (U)	5840N	$22.00
MRO FEE POSITIVE ONLY	27222N	$20.00
SAP 6/OP2000-300 TS	24089N	$20.00

PRICING FOR ORAL FLUID COLLECTION SUPPLIES

Product Number	Product Name	Price Per Kit

There is a kit fulfilment charge of $7.35 per 25 Oral Fluid Kits . Purchaser is responsible for any applicable sales/use tax.

RETURN TERMS: The oral fluid collection product is not returnable except for the following reasons or as otherwise required by applicable law:

- **Device is defective;**
- **Units were received damaged or incomplete; and/or**
- **Units were delivered to Purchaser by Quest Diagnostics past the applicable, marked expiration date as indicated on the collection kit**

No refunds will be issued for returned devices. Devices returned for any of the above reasons will be replaced at no additional cost to Purchaser. In the event Quest Diagnostics or Purchaser discontinues or terminate the Agreement or this Exhibit, Purchaser will be obligated to pay for any oral fluid collection supplies provided to Purchaser prior to the discontinuance or termination of services.

SUMMARY OF SERVICES INCLUDED IN ABOVE PRICING

- Where bundled testing is provided for urine, oral and hair specimen, the initial screen and confirmation of positives by mass spectrometry (e.g. GC/MS or LC/MS) is included in the test price above. Except Hound Lab Testing, bundled pricing is based on confirmation testing rate of up to 5% and may be subject to increase if actual confirmation testing rate exceeds 5%. Confirmation rates will be reviewed annually. Notification of an increase will be provided in writing 30 days prior to the effective date.
- Where bundled testing is provided for breath THC (Hound Collect & Send) specimen, the initial screen and confirmation of presumptive positives is included in the test price above. Bundled pricing is based on a confirmation testing rate (of presumptive positive specimens) of up to 10% (<10%) and will increase $2.50 for each additional 5% increase in confirmation testing rate. Rates will be reviewed monthly and new price will be effective on next month's invoice.

- Transportation of ALL specimens to laboratory (international shipping provided at an additional charge).
- Supplies for urine and lab-based specimen collection. Pricing includes supplies utilization of 1.2 supplies per test performed. If supplies utilization is greater than 1.2 pricing may be subject to increase. Supplies utilization will be reviewed annually. Notification of an increase will be provided in writing 30 days prior to the effective date.
- Handling of rejected specimens or those otherwise unfit for testing.
- Retention of positive urine or oral fluid specimens in frozen storage for a minimum period of one year.
- Retention of positive hair specimens for a minimum period of one year.

SUMMARY OF SERVICES AVAILABLE AT AN ADDITIONAL CHARGE

- TestSure™ quantitative urine adulteration detection panel.
- Custom Requisitions (non-standard requisitions).
- Custom Supplies.
- Reporting of hard-copy results in a method other than faxing or electronic transmission (if delivered by overnight commercial courier, U.S. Mail, etc.).

LITIGATION ASSISTANCE WILL BE CHARGED AS FOLLOWS

- Litigation Assistance (One Witness, i.e., a Laboratory Responsible Person, Director, or other person designated by Quest Diagnostics, will be made available to testify about the information contained within a documentation package, including test data, laboratory policies, procedures, and SOPs)
    - $1,600.00/day and $250.00/hour after eight hours
    - $200.00/hour (per witness)
    - Plus travel expenses
- Deposition (One Witness, i.e., a Laboratory Responsible Person, Director, or other person requested by the Purchaser, will be made available to testify on site at a Quest Diagnostics laboratory – including telephone and televised testimony from a Quest Diagnostics' laboratory. Additional fact witnesses will be made available for deposition at Quest Diagnostics' discretion.)
    - $200.00/Hour per witness
- Test Documentation Packet (Litigation Packet)
    - $250.00 per Packet (up to 2 drug confirmations)
    - $500.00 per Packet (up to 4 drug confirmations)
    - $750.00 per Packet (up to 6 drug confirmations)
    - $1,000.00 per Packet (more than 6 confirmations)
        - Litigation Packet charges will be billed unless request for packet is cancelled within 24 hours)
- Record Retrieval
    - $50.00/Record

Please note:

- If signed contract is not returned to Quest Diagnostics within 90 days, the pricing in this document is null and void.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-171

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratify a Letter of Support for Senate Bill 1222 (Chair Menetrey)

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for Senate Bill 1222 (Chair Menetrey).

This action would ratify the signature of the Board of Supervisors Chair on a Letter of Support for Senate Bill 1222 Requiring the Legislative Analyst's Office to Conduct a Study Evaluating the Educational Needs and Opportunities that Exists for the Five Rural Counties that are not Included in a California Community College (CCC) District

This letter was submitted to The Honorable Anna Caballero, Senate Appropriations Committee Chair on April 30, 2024.

The Letter of support for Senate Bill 1222 falls under the Thriving Communities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 24-054.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the Senate Bill which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. SB1222 Signed Letter of Support 4-30-24

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

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

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

April 29th, 2024

The Honorable Anna Caballero
Chair, Senate Appropriations Committee
California State Capitol, Room 412
Sacramento, CA 95814

RE: Senate Bill 1222 (Alvarado-Gil) – Support As Amended March 18, 2024

Dear Chair Caballero:

The Mariposa County Board of Supervisors supports Senate Bill 1222 (Alvarado-Gil). This measure would require the Legislative Analyst's Office to conduct a study evaluating the educational needs and opportunities that exist for the five rural counties that are not included in a California Community College (CCC) district. Mariposa County is one of those five counties currently excluded from the CCC district.

The other excluded Counties are Amador, Alpine, Modoc, and Sierra, which are either wholly or partially outside an existing CCC district, leaving those residents and ours without access to needed affordable postsecondary educational opportunities. SB 1222 would require the Legislative Analyst's Office to gather and analyze data on the educational limitations these counties face and make policy recommendations in a report to the Legislature. The report, developed in consultation with a working group comprised of representatives from the public higher education system and the affected counties, will present suggested pathways that will ensure all Californians have an equitable opportunity to higher education.

Rural residents face significantly unique challenges to higher education, workforce development, and vocational training due to remote geographical location and low population density. Community colleges, especially those that offer online options, can provide an accessible entry point to advanced learning, career training, and the ability for high school students to earn college credit to be more competitive in applying to a four-year university. Even without a physical facility in the county, the benefits of being part of a community college district can be seen through CCC partnerships and outreach to the community, driving educational opportunities to the residents. AB 1222 will analyze how we can bring those same benefits to the underserved five rural counties.

Mariposa County - - An Equal Opportunity Employer

For these reasons, the Mariposa County Board of Supervisors supports SB 1222 and respectfully requests your "aye" vote when this measure is heard before your committee.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

cc: The Honorable Marie Alvarado-Gil, Member of the California State Senate Members of the Senate Appropriations Committee Lenin Del Castillo, Consultant, Senate Appropriations Committee Kirk Feely, Consultant, Senate Republican Caucus

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim the Month of May 2024, as "Foster Care Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of May 2024, as "Foster Care Month"

Proclaiming May as "Foster Care Month" provides an invaluable opportunity to shine a spotlight on the challenges faced by foster children and the critical role foster families, social workers, and community members in supporting them. Recognizing May as "Foster Care Month" can increase public awareness of foster care issues, educate the community about the needs of foster children, and encourage individuals and organizations to get involved in supporting these vulnerable children and adolescents.

Furthermore, designating May as "Foster Care Month" aligns with national efforts to promote foster care awareness and advocacy, allowing Mariposa County to join a larger movement aimed at improving outcomes for foster children across the country. Through this proclamation, the county demonstrates its commitment to prioritizing the well-being and future success of foster children. It reaffirms its dedication to building a supportive and inclusive community for all residents.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this proclamation every year for the last seven years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and miss the opportunity to recognize the Foster Care's families contributions to the County of Mariposa.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Foster Care Month Proclamation**

The Mariposa County Board of Supervisors

proclaims

The Month of May 2024

as

"Foster Care Month"

WHEREAS this year's theme, **"Engaging Youth. Building Supports. Strengthening Opportunities."** shines a light on how we can best support young people and help them successfully transition to adulthood. This theme mirrors one of the Children's Bureau's highest priorities, ensuring young people leave care with strengthened relationships, holistic supports, and opportunities; and

WHEREAS nearly 20,000 young people transition out of the foster care system each year without a permanent family; and

WHEREAS the month of May provides an opportune moment for us to reflect on the importance of fostering care and creating a supportive environment for vulnerable youth; and

WHEREAS it is imperative that we recognize the dedication and compassion of foster families, social workers, mentors, and all those involved in the foster care system, who work tirelessly to provide stability and guidance to children in need; and

WHEREAS by raising awareness and fostering a community-wide commitment to support foster youth, we can create a brighter future for them and empower to reach their full potential; and

NOW, THEREFORE BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of May 2024 as **"Foster Care Month"** and calls upon all citizens to celebrate and support our Foster Care Families.

PASSED and ADOPTED by the Board of Supervisors of Mariposa County this 14th Day of May, 2024 by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim the Month of May 2024 as "Mental Health Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of May 2024 as "Mental Health Awareness Month"

Mental Health Awareness Month encourages local communities to focus on mental health initiatives to promote positive development, resilience, recovery, and the transformation of mental health services delivery.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this proclamation every year for the last eight years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will miss the opportunity to bring awareness to mental health.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Mental Health Awareness Month 2024**

The Mariposa County Board of Supervisors

Proclaims

The Month of May 2024

as

"Mental Health Awareness Month"

WHEREAS mental health challenges are one of the most common health conditions throughout California, affecting one out of seven adults and impacting both the person experiencing mental health challenges and those persons who care and love the person facing the challenge;

WHEREAS one out of every twenty-six Californians with a serious mental illness have difficulty functioning in everyday life and if left untreated, have life expectancies twenty-six years shorter than the general population; and

WHEREAS, every day, millions of people face stigma related to mental health and may feel isolated and alone, going years before receiving any help; and

WHEREAS recovery can and does happen, and all Californians should know that support and help is available regardless of any individual's situation; and

WHEREAS, creating a community where everyone feels comfortable reaching out for the support they deserve is crucial to ending the stigma around mental health; and

WHEREAS access to support and ending the stigma is of paramount importance.

NOW, THEREFORE, BE IT KNOWN the Board of Supervisors Mariposa County, a political subdivision of the State of California hereby proclaims the month of May, 2024, to be **"MENTAL HEALTH AWARENESS MONTH"** and wishes to enhance public awareness of mental health and dispel the stigma surrounding it, and call upon the citizens, government agencies, public and private institutions, businesses and schools in Mariposa County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 14th day of May 2024, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-172

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve Legal Services Agreement with Wanger Jones Helsley, PC to Represent the County of Mariposa in the Complaint Filed in the Estate of Edward LaFrances, et al. v. County of Mariposa, et al.; and Authorize the Chair of the Board of Supervisors to Sign Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Legal Services Agreement with Wanger Jones Helsley, PC to Represent the County of Mariposa in the Complaint Filed in the Estate of Edward LaFrances, et al. v. County of Mariposa, et al.; and Authorize the Chair of the Board of Supervisors to Sign Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Estate of Edward LaFrancis alleges that Edward LaFrancis was operating his motorcycle near 5600 Greeley Hill Road, when his motorcycle drove over loose, unmarked and/or unsecured gravel and/or dirt causing him to drive over the embankment and sustain fatal injuries. It is further alleged that the County of Mariposa failed to install guardrails and/or similar barriers and failed to warn the general public of a dangerous condition.

Based on the information available to the County, there is no evidence to show that the decedent drove over loose, unmarked and/or unsecured gravel and/or dirt causing him to drive over the embankment and sustain fatal injuries. According to the CHP Report, the decedent was driving his motorcycle at an estimated speed of 50-70 mph and his speed was deemed unsafe for conditions. The Board of Supervisors rejected Claim Nos. C23-24 through C23-28 on January 16, 2024, and a suit was filed in the Mariposa County Superior Court on April 19, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve Legal Services Agreement and have no legal representation in this matter.

FINANCIAL IMPACT

ATTACHMENTS

1. WJH-LaFrancis LSA

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

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

WANGER JONES HELSLEY PC
ATTORNEYS

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April 25, 2024

VIA UNITED STATES MAIL

Steven W. Dahlem, Esq.
Mariposa County Counsel
5100 Bullion St.
P. O. Box 189
Mariposa, CA 95338

Re: Fee Agreement
Estate of Edward LaFrancis, et al. v.
County of Mariposa, et al.

Dear Mr. Dahlem:

In accordance with our ethical responsibilities as attorneys, this letter sets forth our billing policies and procedures pursuant to which this office will represent the County of Mariposa in connection with the Complaint filed in the above-named matter. Please be advised that our firm maintains errors and omissions insurance coverage applicable to the services to be rendered in our representation.

The value of our services is based primarily upon time records kept by each of our attorneys and legal assistants. Clients are billed based upon the actual time worked except that we charge for our time in minimum units of one-tenth of an hour. We will charge you for the time we spend on telephone calls

relating to your matter, including telephone calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter may confer among themselves about the matter as required. When they do confer, each person will charge for his or her time. Likewise, if it is necessary for more than one of our legal personnel to attend a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere.

The performance of certain services may be subject to a minimum billing time. For example, in the event an attorney must travel out of the San Joaquin Valley area, you will be billed for actual time worked, subject to a minimum of 8 hours for each full day away from the office.

All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from $180 to $595 per hour. My hourly fee for this representation will be $495. The hourly rate for law clerks and paralegals is presently $140 to $210 per hour. All hourly rates are subject to change from time to time. Usually, the firm reviews its rate structure annually. At that time, rates generally are increased to reflect a fair fee for the experience gained by each attorney during the preceding year and to keep pace with the rate of inflation.

It is our policy to serve our clients with the most cost-effective support systems available, while at the same time allocating the costs of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain costs and expense disbursements, including long distance telephone, fax, messenger, courier and other communication costs; reproduction; document retrieval; staff overtime when required by the client or the matter's timing; computer research facilities and e-Discovery software; and other costs and expenses incurred on behalf of a client. A schedule of such charges is attached. Large disbursement billings may be forwarded to you for direct payment.

Any estimates of anticipated fees which we provide at the request of a client, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum or minimum fee quotation. Our

actual fees will be determined in accordance with the policies described above.

Our billing statements ordinarily will be rendered to clients on a monthly basis. Our billing cycle runs from the 16th day of the month to the 15th day of the following month.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. However, some disbursements, such as LEXIS-NEXIS or Westlaw charges, or costs for e-Discovery software such as iPro or Everlaw, are not available to us until later, and are included on the statement for the following month.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of 8 percent per annum. In the event the firm is forced to institute legal proceedings to collect a bill, the client will be required to pay court costs and reasonable attorneys' fees to the firm as part of the judgment rendered in such proceeding, and any costs and attorneys' fee incurred in collecting such judgment.

You may discharge us at any time. We may withdraw from this matter with your consent or for good cause. Good cause includes breach of the terms of this agreement, (including failure to pay all billing statements where due) your refusal to cooperate with us or to follow our advice on a material matter or any other fact or circumstance that would render our continuing representation unlawful or unethical. When our services conclude for whatever reason, all unpaid charges shall become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any of your funds or property in our possession.

We reserve the right to require an advance after commencement of work, depending on payment history and/or the scope of the work. For example, prior to a protracted trial, we may require an advance to cover fees and costs expected to be incurred in connection with the trial.

We may withdraw from representing you if you fail promptly to pay an advance which we may later require, or a monthly invoice. By signing this letter, you authorize us to

pay for our services and costs with the advance paid by you, as they are incurred. The balance of any advance left at the conclusion of our services will be returned to you.

Let us assure you that it has always been and will continue to be our goal to provide legal services to our clients on the most cost-efficient basis possible. To meet this goal, cooperation between the attorney and the client is necessary. Therefore, you must be responsible for keeping this firm advised of your address, paying our bills when due and complying with all reasonable requests made of you in connection with this firm's representation of you. We encourage our clients to contact us immediately if at any time they wish to discuss either billing or billing policies and procedures generally, or a specific billing statement.

We want you to recognize that we have not made any promise or guarantee about the outcome of any matter we handle for you and nothing in this letter shall be construed as such a promise or guarantee.

Unless a different agreement in writing is made between us, this agreement will govern all future services we perform for you. In addition, this agreement will control any services performed by us prior to the time you sign this letter.

If you agree to the terms of this letter, please date and sign this letter and return it to us *via regular mail*. For your convenience, we have enclosed a duplicate original for your files.

As stated at the onset, this letter is required as part of our ethical responsibilities to our new clients. This agreement will govern all legal services performed commencing with the date on which the first service is performed. We are looking forward to representing you.

If you have any questions, please feel free to contact me.

Sincerely,

WANGER JONES HELSLEY PC

Patrick D. Toole

PDT/dlp
Enclosures
cc: Oliver W. Wanger, Esq.

I agree to the terms set forth in this letter.

Dated: _____

By: _____
Miles Menetrey
Chairman of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
Mariposa County Counsel

WANGER JONES HELSLEY PC
SERVICE CHARGES

Client delivery; errands; special court runs	Actual Cost/minimum charge of $15.00 for delivery
Mileage	Current IRS rate
Photocopies	$.15 per page
Postage	Actual Cost
Everlaw/iPro e-Discovery	*Actual Cost*
LEXIS-NEXIS/Westlaw	*Actual Cost*

Please Note: Delinquent accounts may be assessed monthly interest at the rate of eight percent (8%) per annum.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-173

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Steven Ward, Division Chief

RE: Adopt Amended By-Laws for Mariposa County Fire Advisory Committee (MCFAC) to Update the Membership and Term of Office Sections

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RECOMMENDATION AND JUSTIFICATION

Adopt Amended By-Laws for Mariposa County Fire Advisory Committee (MCFAC) to Update the Membership and Term of Office Sections.

MCFAC has reviewed, discussed, and is now recommending approval from the Board to accept draft updates to MCFAC by-laws Exhibit A - Article 2, approved through Resolution 2023-596. These recommended edits will allow for the addition of the Sierra Foothill Conservancy to the advisory committee as a voting member, and move Southwest Interface Team (SWIFT) from voting member to Ex-Officio member. These recommended edits will increase the MCFAC member limit from 21 to 22. These changes will retain the same number of voting members, 12, thus not impacting quorum numbers. The recommendations reflect the current restructuring status of the SWIFT program and the value that Sierra Foothill Conservancy can bring to the committee in terms of fire mitigation work.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved Resolution No. 2019-303 on June 4, 2019 establishing the Mariposa County Fire Advisory Committee as an advisory board to the Board of Supervisors with the purpose of recommending fire related issues including the implementation and ongoing maintenance of the Community Wildfire Protection Plan (CWPP).The Board also adopted Resolution 2022-539 on September 20, 2022 and 2023-596 on November 7, 2023 updating the by-laws.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No update to the By-Laws. MCFAC will continue to function as per Resolution 2023-596 with SWIFT acting as a voting member and Sierra Foothill Conservancy not as a member of MCFAC.

FINANCIAL IMPACT

None, this is a voluntary committee

ATTACHMENTS

1. **MCFAC Bylaws Exhibit A Draft 4.18.24**

VOTE RESULT

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

EXHIBIT A
BOARD OF SUPERVISORS Resolution No. 2024-xxx
Mariposa County Fire Advisory Committee

Article 1 — Purpose and Authority

Section A — The committee is established under authority of Resolution 19-303

Section B — Its purpose is as follows:

1. Formulate, design, implement and participate in stakeholder engagement to ensure full participation by the committee in the establishment of recommendations for fire related issues to the Board of Supervisors, which will facilitate the implementation and ongoing maintenance of the Countywide Community Wildfire Protection Plan (CCWPP) and other needed fire plans, strategies, goals and documents.

2. Identify, evaluate and recommend the implementation of feasible fire related projects, programs, and policies pertinent to the County and stakeholders.

3. Incorporate a holistic approach in considering and making recommendations on important topics such as pre-fire coordination, fire prevention education, fire risk reduction and resource resiliency to both the County Fire Chief and Board of Supervisors.

4. Support the work of staff and others in the conduct of fact finding and data gathering necessary to (1) identify existing fire related resources and opportunities, (2) recommend projects, programs, and policies needed to efficiently implement the County's fire-related activities, plans and program goals, and (3) ultimately realize the recommendations contained in the Board of Supervisors approved fire codes, polices and relevant plans; and

5. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of Mariposa County Fire and Fire Advisory Committee efforts.

Section C — The Mariposa County Fire Advisory Committee is advisory to the Board of Supervisors and, as such, shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section D — Mariposa County Fire Advisory Committee is advisory to and the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Mariposa County Fire Advisory Committee is not empowered by ordinance, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 — Membership and Term of Office

Section A — The Mariposa County Fire Advisory Committee is limited to twenty-two ~~one~~ (~~21~~ 22) in accordance with the establishing authority.

1. Representatives shall be selected from or represent the following agencies and groups in Mariposa County and will have a designee and/or alternate to represent at each meeting.

CALFIRE
Mariposa County Fire Safe Council
Mariposa County Resource Conservation District
Mariposa County Planning Department
Mariposa County Public Works Department
American Indian Council of Mariposa County
Mariposa County Sheriff (OES)
~~Southwest Interface Team (SWIFT)~~
University of California Cooperation Extension (UCCE)
Sierra Telephone Company, Inc.
Sierra Foothill Conservancy
Two (2) Public Members

These representatives are Ex-Officio (non-voting) members:

Two (2) United States Forest Service — Stanislaus and Sierra
Bureau of Land Management
Yosemite National Park
Pacific Gas and Electric
Cal Trans
Farm Bureau
Mariposa Count Fire Wildfire Mitigation Coordinator
Yosemite Sequoia Resource Conservation and Development Council
Southwest Interface Team (SWIFT)

2. The committee may call upon representatives of other organizations and the general public as resources on certain topics related to fire such as resiliency, land management, economic development, and resource conservation.

3. Two (2) Ex-Officio (non-voting) members from the Board of Supervisors.

Section B — Each term is for a period of Term and Manner of Appointment

1. Advisory agency and group membership seats are standing committee seats for continuous terms requiring no Board appointment.

2. Appointments of the Two (2) public members to the MCFAC shall be made by the Board of Supervisors based on the joint recommendation of the Fire Chief or designee and MCFAC.

3. Public member terms shall expire four (4) years from the date of appointment.

4. The Board of Supervisors may remove at any time and without cause any member of the MCFAC.

Section C — Participation by Member Required, Vacancy

1. If any member of the Advisory Committee is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the MCFAC by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term.

2. The Board of Supervisors shall fill any Public Member vacancy in the MCFAC membership for the unexpired term.

a. Members who wish to continue serving for additional terms are required to complete and submit a new application, or update and resubmit initial application

Section D — Selection of Officers

1. At its first meeting, the MCFAC shall elect a chair, vice chair, and secretary to serve a term of one (I) year or until the successor of each is appointed.

Section E— Duties of Officers

1. The chair shall preside at all meetings of the MCFAC and shall perform all of the duties necessary to the office, including approval of the agenda topics for the meeting, The vice chair is chair in the absence or inability of the chair to act. The secretary shall maintain notes and prepare minutes for the approval of the MCFAC.

Section F — Meetings and Quorum

1. The MCFAC shall hold its first meeting at the call of the County Fire Chief or designee. The MCFAC shall establish a meeting schedule deemed necessary by the MCFAC to accomplish its purpose.

2. A quorum shall be a majority of those appointed as voting members. A quorum is required to transact any MCFAC business at a regular meeting or special meeting.

3. The Fire Chief or designee may supplement required notification in any manner deemed appropriate for the content of the proposed agenda.

Section G — Administration and Support

1. County staff shall provide support to the MCFAC. The County Fire Chief or designee shall be the lead member of County staff responsible for supporting the MCFAC. The County Fire Chief or designee shall be empowered to call upon appropriate departments to provide information required to assist the MCFAC in carrying out its designated responsibilities.

2. The County Fire Chief or designee shall be responsible for meeting notices, preparation, and distribution of meeting support materials, and coordinating the meeting arrangements.

3. In the event that the MCFAC does not appoint a secretary, the County Fire Chief or designee shall be responsible for recording the meetings, archival storage of electronic recordings, and preparation and publication of minutes for MCFAC approval.

Section H — Attendance

1. If a member of the Mariposa County Fire Advisory Committee is absent from three successive regular meetings of the Advisory Board without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Article 3 — Officers

Section A - The advisory committee shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year, and a Secretary.

Section B — The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.

Section C — In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D — The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed

Article 4 — Meeting Procedures

Section A — All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act (A.D.A,), and all other laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1. As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2. The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Mariposa County Fire Department (209) 9664330.

Section B — Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C — Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittees shall be open to the public to the extent required by the Brown Act. Meetings are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E — The Chairperson shall be the Presiding Officer at all Mariposa County Fire Advisory Committee meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F — Rosenberg's Rules of Order shall govern the operation of the committee in all cases not covered by these by-laws. The advisory committee may formulate specific procedural rules of governance when required by resolutions, ordinances, or laws.

Section G — Each voting member has one vote and no proxy.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-174

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Steven Ward, Division Chief

RE: Requesting Board Approval to Start a Mandatory 45-Day Public Comment Period for Recommended Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000; 45-Day Comment Period will End June 21, 2024

RECOMMENDATION AND JUSTIFICATION

Requesting Board Approval to Start a Mandatory 45-Day Public Comment Period for Recommended Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000; 45-Day Comment Period will End June 21, 2024.

SRS Title III is federal funding available for the following uses:
1. to carry out activities under the Firewise Communities program;
2. to reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols;
3. to cover training costs and equipment purchases directly related to the emergency service; and
4. to develop and carry out community wildfire protection plans.

In Mariposa County, Title III funds have been used to implement wildfire protection plans including support for the Mariposa County Fire Safe Council, Mariposa County Resource Conservation District and the Southwest Interface Team (SWIFT) project. However other intended uses can also be for specific emergency services equipment training for firefighting, law enforcement, and search and rescue.

Four projects have been proposed at this time:
1. $20,000 for Mariposa County Resource Conservation District for education and support of home hardening program. CWPP action item #8, #11

2. $10,000 for the Southwest Interface Team (SWIFT) coordinator cost share between Mariposa and Tuolumne Counties to continue development and acquisition of resources for fire breaks in the northern portion of the county;
Resolution - Action Requested 2023-279 and CWPP action item #14

3. $35,000 for Mariposa County Fire Safe Council for 1. Wages associated with grant research, planning, writing,
and submitting. 2. Mileage for travel associated with grant planning, outreach, and meetings related to

the process of developing project ideas. 3. Repair and maintenance of dedicated chipper for defensible space projects. These are directly tied to Mariposa County CWPP action item #8, #13.

4. $10,540 to Mariposa County Search and Rescue Team (SAR) for the purchase of 6 Heart Start M5066A-RO1 :Phillips AED Defibrillator Ready Packs to be placed in the primary rescue/response vehicles for SAR.

5. $5140 to Mariposa County Fire for the purchase of specific sized Self Containd Breathing Appartus (SCBA) masks. These masks are over and above the standard size mask for those personnel who require either a small or large size.

These projects are consistent with our community wildfire protection plan and Title III criteria listed above and recommended for approval. More information about the requirements for SRS Title III can be found at https://www.fs.usda.gov/working-with-us/states/secure-rural-schools/title-3.

Mariposa County currently projects $81,126.00 available for FY 24_25 Title III projects out of $80,680 requested. Any funds not obligated by September 30, 2024, must be returned to the Treasury of the United States. Before using Title III funds, the County is required to publish a proposal that describes the proposed use of funds and solicits public comment for a minimum of 45 days. The proposal must also be submitted to the Tuolumne and Mariposa Counties Resource Advisory Committee managed by the Stanislaus National Forest.
The conclusion of the 45-day comment is June 21, 2024 and then will be brought back to the Board for consideration of comments and action of approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Title III funding allocations have been approved by the Board since the late 1990s.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the allocation of Title III funds towards these proposed projects. Staff will not fund the proposals. Other proposals that meet the funding criteria will need to be solicited or the funding will be returned to the United States Treasury.

FINANCIAL IMPACT

SRS Title III funds are recognized as annual allocated federal revenue to be distributed per criteria. FY 24_25 budget has recognized these anticipated revenues with current available for allocation as recommende above.

ATTACHMENTS

1. 2024 Title III proposals

VOTE RESULT

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

MB

Melinda Barrett <barrett.melinda1@gmail.com>

Reply | Reply all | Forward

To: Ward, Steven@CALFIRE

Mon 3/25/2024

Cc: trumfelt@mariposacounty.org; Leigh Westerlund <lwesterlund@mariposacounty.org>; Worthington, Lisa A@DOT; **+40 others**

Title III 2023 Contract-RCD.d...
32 KB

Warning: this message is from an external user and should be treated with caution.

Mariposa RCD would like to request the same amount of funding we've received in the past to continue our Home Hardening program - $20,000.

I'm attaching the previous contract for reference.

Thank you. We appreciate it!!

Melinda

...

Exhibit A
SCOPE OF WORK

This Agreement is supported by Federal Secure Rural Schools – Title III funds and is the result of a noticing process consistent with that program. Accordingly, District acknowledges an understanding of that program and that no actions will be taken which are inconsistent with the guidelines of the program or the public notice that has been given.

1) District will continue to refine and modify a comprehensive Countywide program for hardening homes against wildfire based on participant levels and feedback.

2) District will continue to implement a comprehensive Countywide program for hardening homes against wildfire

District will provide a report on its activities and an accounting of how funds were utilized. District understands that SRS-Title III funds are subject to local and/or federal audit, and will cooperate with any such inquiry. The scope of any audit will be limited specifically to the use of the SRS-Title III funds in relation to the performance of this agreement.

PO BOX 1182 | Mariposa California 95338 | 209-966-7700 | www.mariposafiresafecouncil.org

April 19, 2024

Steve Ward, Fire Chief
Mariposa County Fire Department
4802 CA-140
Mariposa CA 95338

Re: Title III Secure Rural School Funding

Dear Chief Ward,

The Mariposa Fire Safe Council would like to request support from the Title III Secure Rural Schools fund. We would like to specifically use the funds for expenses related to grant writing to implement the goals of the CWPP. To that effect, we would like to request $35,000.

The funds will be spent in three categories: 1. Wages associated with grant research, planning, writing, and submitting. 2. Mileage for travel associated with grant planning, outreach, and meetings related to the process of developing project ideas. 3. Repair and maintenance of dedicated chipper for defensible space projects.

The Mariposa Fire Safe Council works with County Fire, Cal Fire, the USFS, BLM, and other critical fire partners to identify the most crucial projects that need to be implemented in Mariposa County. All project ideas are brought to the Mariposa County Fire Advisory Committee and SWIFT collaborative to assure that the concepts are considered a priority by all stakeholder agencies. All project proposals are checked against the goals set forth in the 2019 Mariposa Community Wildfire Protection Plan.

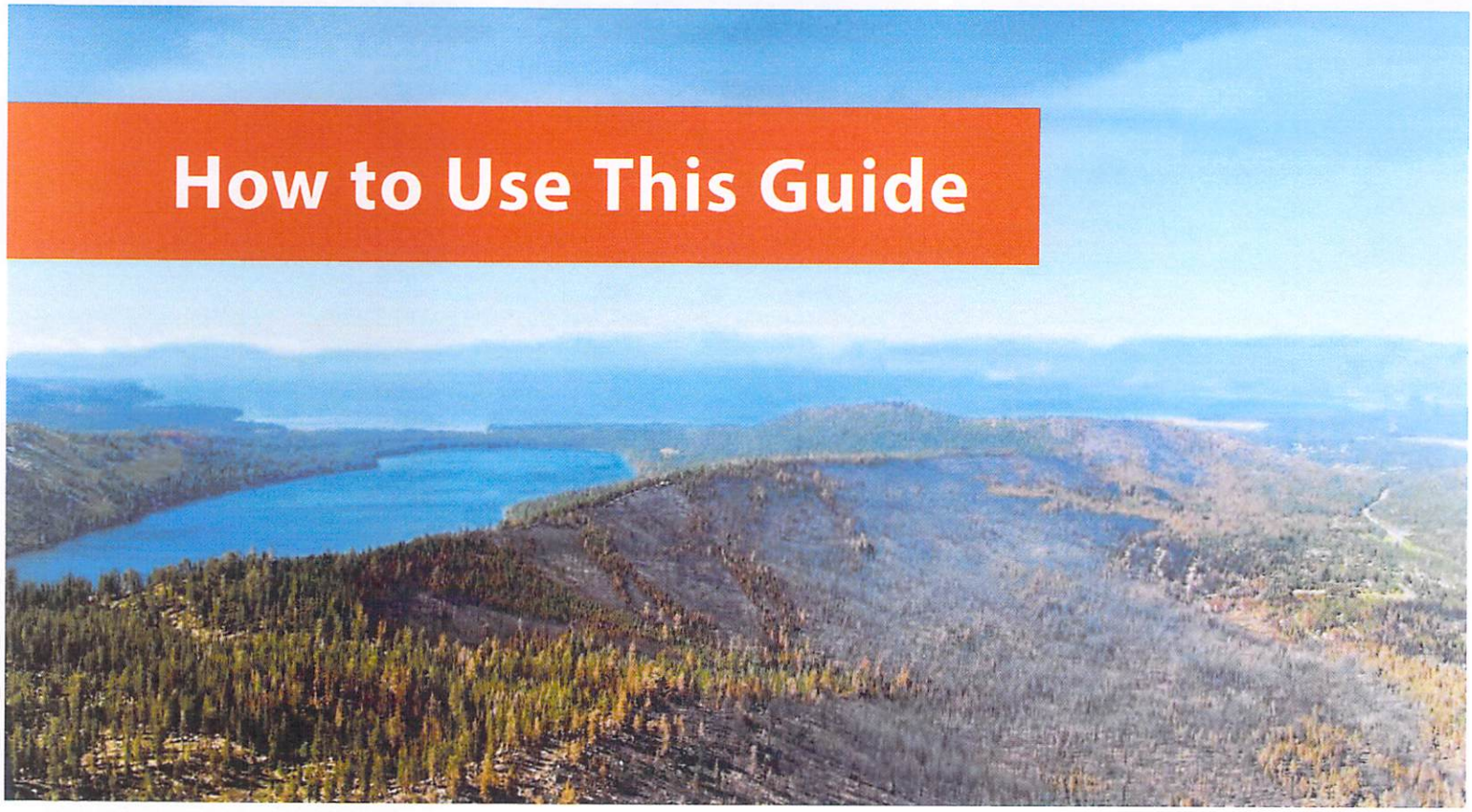
Thank you for this opportunity to support the goals of fire prevention, preparation, and education defined in the Community Wildfire Protection Plan.

Sincerely,

Barbara Cone

Executive Director
Mariposa Fire Safe Council

How to Use This Guide

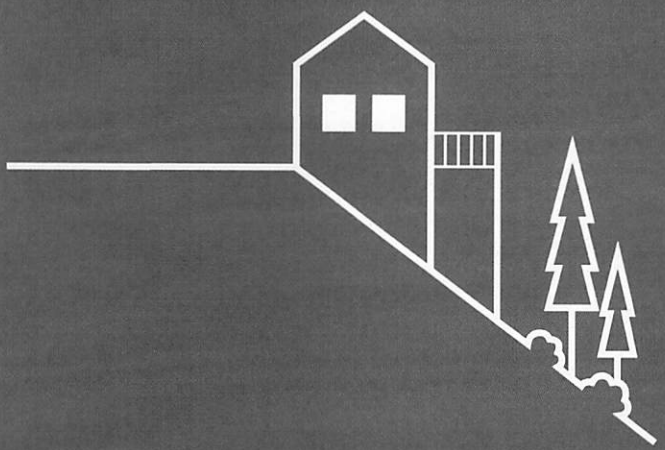


This Guide includes specific recommendations for how to retrofit existing components of a home to withstand wildfire. Each section contains an explanation of how the component is vulnerable to wildfire and what can be done to improve that component. The illustrations throughout the Guide are intended to show best practices for reducing the vulnerability of a home to wildfire.

Inside This Guide

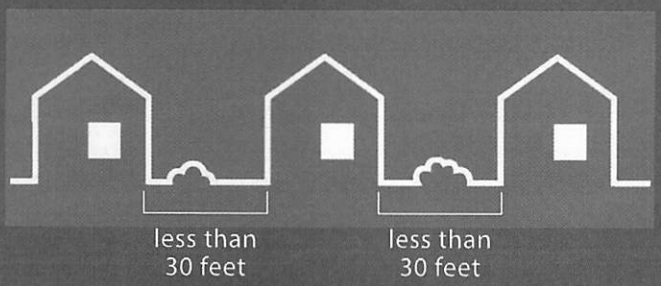
Defensible Space	p. **5**	Siding	p. **10**	Chimneys	p. **15**
Roofs	p. **6**	Skylights	p. **11**	Fences	p. **16**
Roof Edges	p. **7**	Windows	p. **12**	Glossary	p. **17**
Rain Gutters	p. **8**	Decks	p. **13**	Online Resources	p. **18**
Vents	p. **9**	Garages	p. **14**		

When using this Guide, think about the location and context of the home and how that influences vulnerability to wildfire:



Steep Slopes

When homes are located on steep slopes, decks commonly overhang the slope below, and this downslope area is often heavily vegetated. Prioritize defensible space actions so that flames from burning vegetation cannot reach the underside of the deck and ignite, with subsequent ignition of the home.



Dense Neighborhoods

Dense neighborhoods with homes close together have an increased risk of building to building ignition because of the radiated heat and potential flames that are generated if a neighbor's home burns. Prioritize actions to reduce the possibility of homes igniting each other. Intensify defensible space by thinning trees and shrubs between homes. Engage in neighborhood conversations to encourage all neighbors to take actions to reduce their own vulnerability to wildfire.

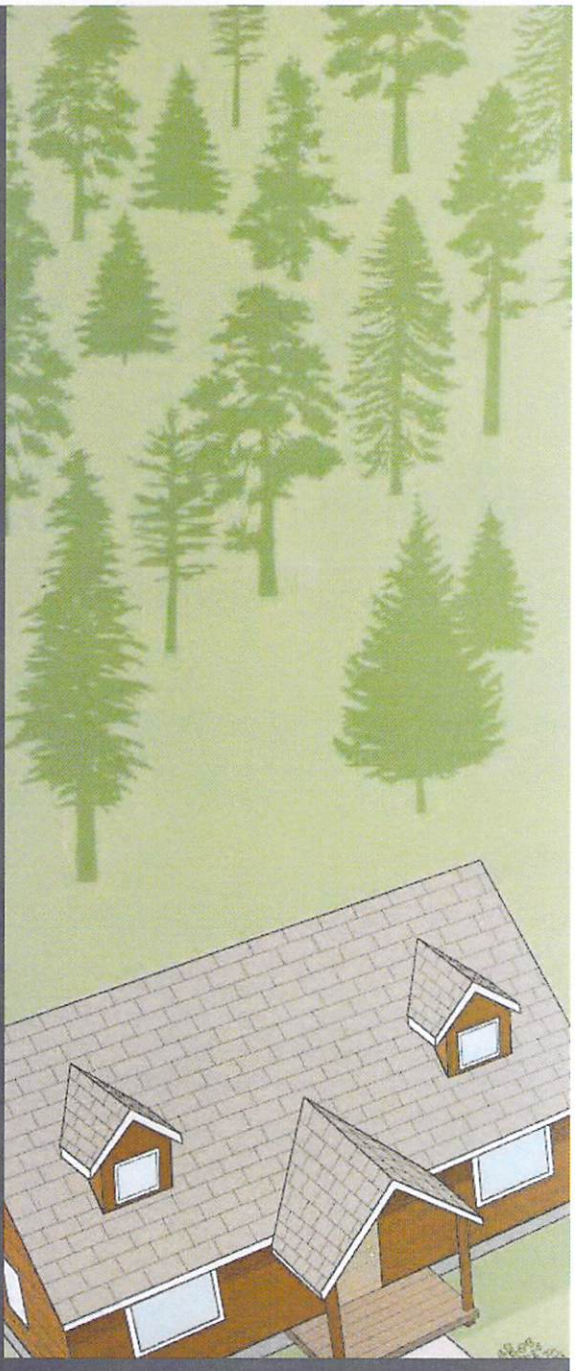


Large-Parcel Lots

When homes are on large parcel lots and neighboring homes are far apart, vegetation and other combustible materials on the property (e.g., wood pile, tool shed) can be a large factor in home ignition. Prioritize creating and maintaining defensible space, including the near-home noncombustible zone, and home-hardening techniques to reduce vulnerability from embers.

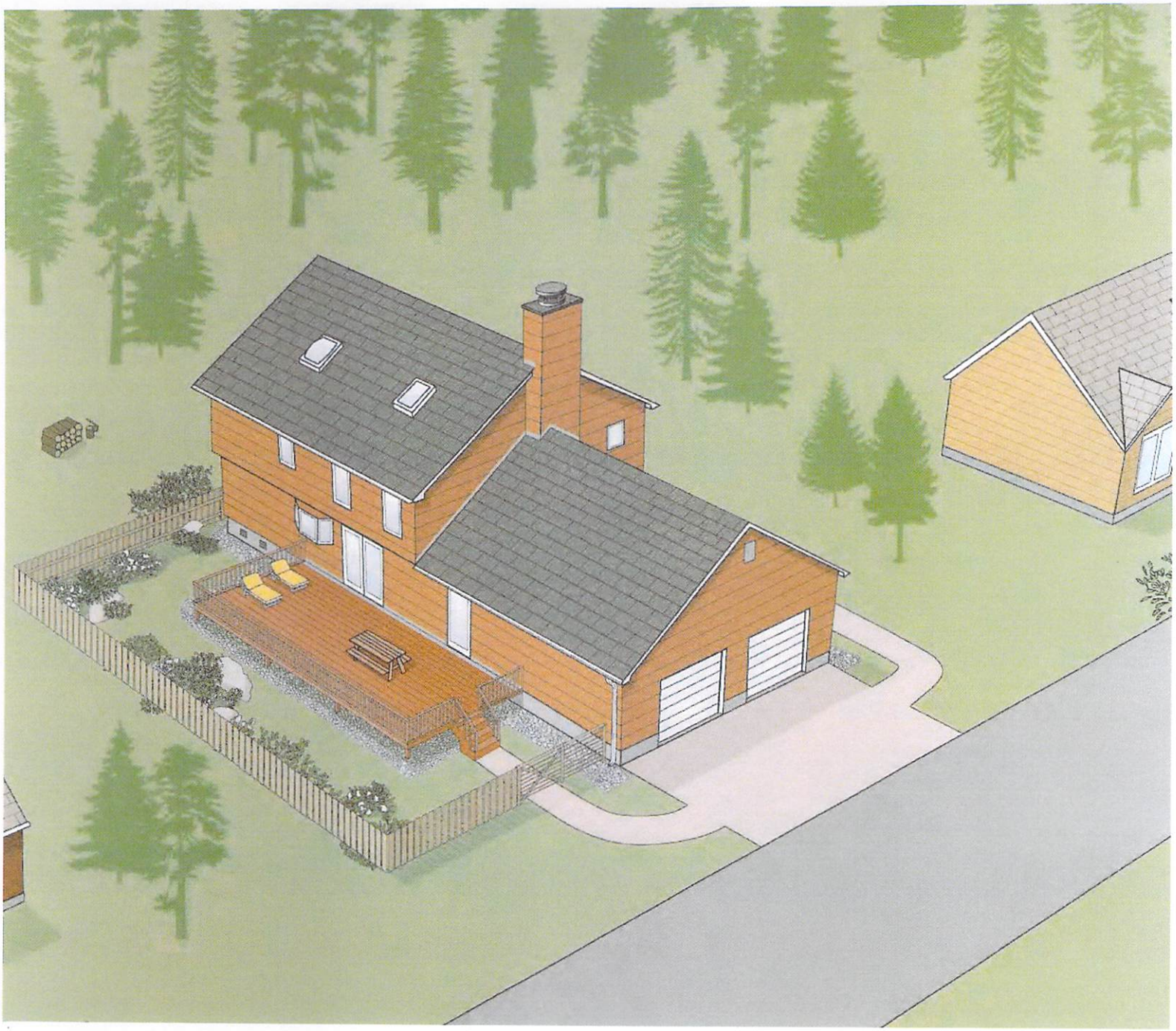
Living within the natural environment brings both serenity and responsibility.

Communities located in wildfire-prone areas need to take extra measures to live safely. There are many ways to prepare communities and properties for wildfire, including creating and maintaining adequate defensible space and hardening homes through altering or replacing the construction components. This guide will help residents and building professionals better understand how to prepare homes and communities for wildfire.



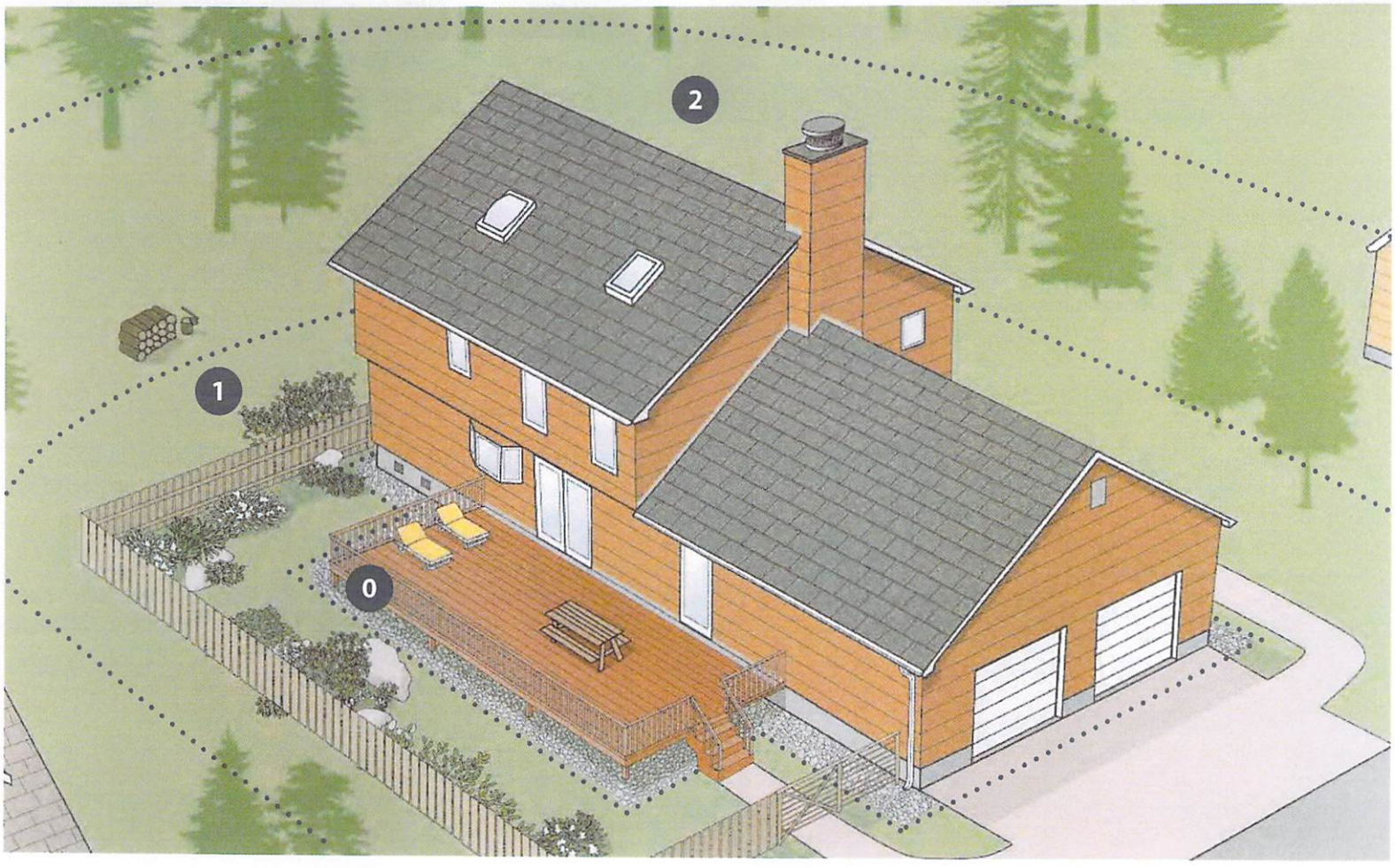
DURING A WILDFIRE, homes can be threatened by **1)** wind-blown embers, **2)** radiant heat, and **3)** direct flame contact.

In wildfire events, 60-90% of home loss is due to embers. Embers can originate from an approaching wildfire or small parts of nearby burning vegetation and construc tion materials (e.g., a home, storage shed, wood pile). Embers are important because of what they can do directly (e.g., ignite materials in an attic after entering through a vent) and what they can do



indirectly (e.g., ignite a wood pile or storage shed located close to the home, resulting in radiant heat or direct flame contact to the side of the home). Reducing the vulnerability of homes to ember ignition will increase the chance of homes and neighborhoods surviving a wildfire.

The most effective way for homes to withstand wildfire is a "coupled approach" that considers the exterior construction materials and how they are put together, as well as the surrounding vegetation and other near-home combustible materials. Selection, location and maintenance of vegetation and other combustible materials on a property can reduce the chance of a wildfire burning the home. This Guide provides information and recommendations for retrofitting an existing or newly constructed home with wildfire in mind.



Protecting a home from wildfire requires continual defensible space actions in three zones around the property.

Defensible Space

0 **THE EMBER-RESISTANT ZONE (Zone 0) | 0–5 feet:** The zone within 5 feet of your home has many different names (e.g., the noncombustible zone, the immediate zone, the zero zone), but the objective is generally the same—to reduce the vulnerability of the home to embers by creating a zone of ember-resistant materials around the home. Gravel, a concrete or brick walkway, or another hardscape feature is commonly used to construct this zone. This ember-resistant zone should include the area under and around any attached deck. Be sure to keep this zone clean of any woodpiles, wood mulch, or flammable vegetation.

1 **THE LEAN, CLEAN AND GREEN ZONE (Zone 1) | 5–30 feet:** The objective of this zone is to reduce the risk of fire spreading from surrounding vegetation to the home. Lean indicates that there is only a small amount of vegetation, if any, present. Vegetation should be grouped in discontinuous islands. Clean indicates that vegetative debris and dead materials are routinely removed. Green indicates that vegetation within this zone is kept green and well irrigated (if appropriate) during the fire season.

Contact local Extension offices for more information about defensible space recommendations specific to different regions.

2 **THE REDUCED FUEL ZONE (Zone 2) | 30–100 feet:** The objective of this zone is to reduce fire spread and restrict fire movement into the crowns of trees or shrubs. Remove dead plant material, lower tree branches and other ladder fuels (e.g., shrubs, lower branches, smaller trees). Locate outbuildings (e.g., for storage) at least 30 feet away from the home and create an ember-resistant zone around all outbuildings and propane tanks.

Roofs

Making a roof "fire-safe" is a big step in reducing the vulnerability of the home to wildfire. There are three fire ratings for roof coverings: Class A, Class B and Class C, with Class A providing the greatest fire protection. The roof rating designation provides information for the roof covering material and does not include where the roof meets other materials at the edge of the roof. A non-fire-retardant treated wood shake or shingle roof covering is unrated and is not desirable—these roof types have less than a Class C rating.

HOW TO REDUCE THE VULNERABILITY OF ROOFS

- Replace a wood shake or shingle roof with a Class A roof.
- Remove accumulated vegetative debris from the roof.
- If there is a space between the roofing materials and roof deck, make sure that the openings between the covering and the roof deck are blocked. Repair areas as needed.
- If the roof consists of Class B or C roofing materials, determine if the underlayment in the assembly provides Class A protection as indicated in manufacturer installation instructions. When viewed from the edge of the roof, these materials would either look like gypsum wallboard or overlapping 4-foot wide sections of an asphalt composition roof covering. Maintain the roof covering and replace with a Class A product when needed.

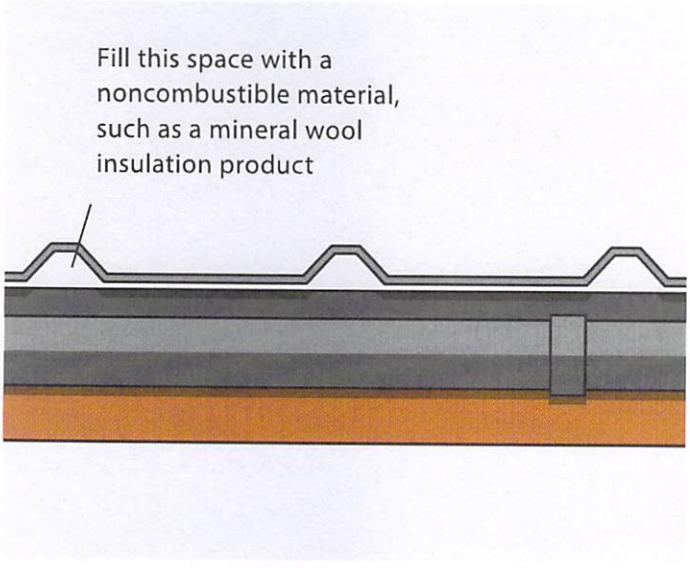
A CLASS A ROOFING materials include asphalt fiberglass composition shingles, clay and cementitious tiles (both flat and barrel shaped), and some metal roofing materials.

B CLASS B ROOFING materials are most commonly exterior-rated, pressure-impregnated fire-retardant treated shake or shingle covering (not allowed for use in many jurisdictions).

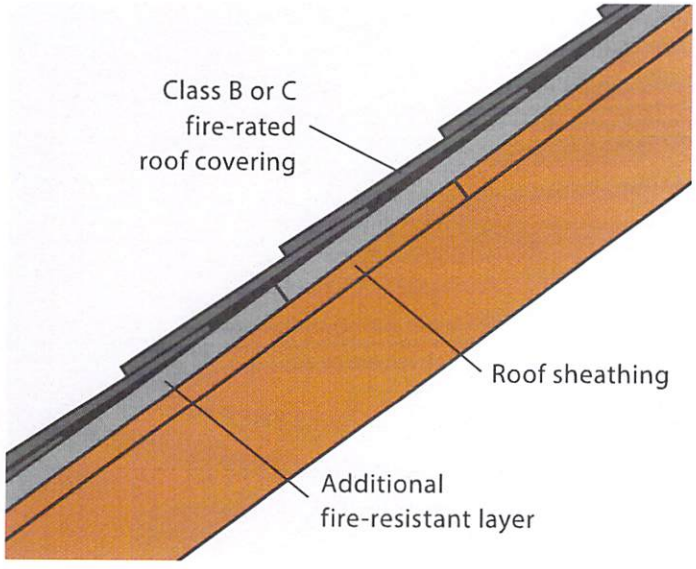
C CLASS C ROOFING materials include recycled plastic, rubber and aluminum.

Class B and Class C roofing materials can have a Class A "by assembly" rating. In these cases, additional materials that enhance the fire resistance of the roof assembly (i.e., the roofing material plus other materials included in the roof assembly) must be installed. In these cases, be sure to follow the manufacturer's instructions.

METAL ROOF



CLASS A "BY ASSEMBLY" FIRE-RATED ROOF COVERING

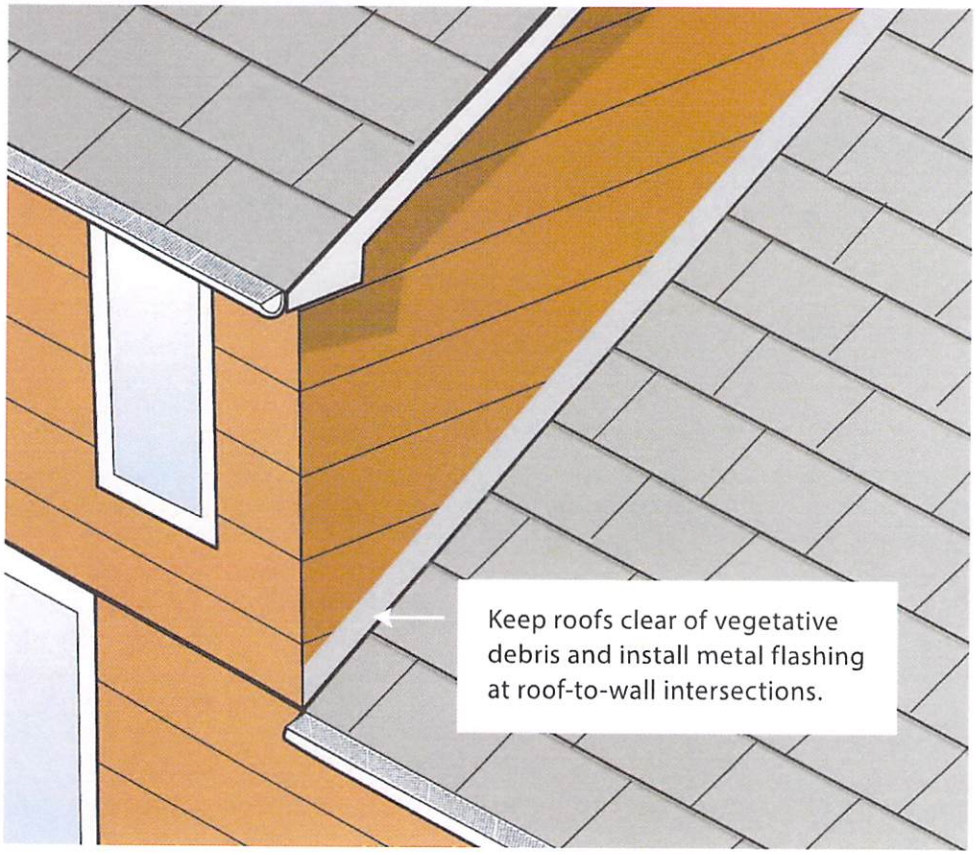


Roof Edges

There can be several areas where the roof meets another material, such as at a roof-to-wall intersection in a split-level home or a dormer on a roof. These intersections are vulnerable areas because wind-blown embers will gather at the same locations where vegetative debris has accumulated, igniting the debris. Building materials usually change at edge-of-roof locations. The adjacent materials should provide comparable protection to the roofing material.

HOW TO REDUCE THE VULNERABILITY OF ROOF EDGES

- Remove accumulated vegetative debris from roofs on a regular basis.
- Replace the combustible siding in roof-to-wall locations with a noncombustible option. Replacement of siding only in these locations will be less expensive than replacing all the home's siding. It may be possible to find a noncombustible siding pattern that is similar to the existing siding pattern.
- At a roof-to-siding location, use of metal flashing that extends up the siding at least 6-inches could also reduce the vulnerability of a combustible siding material. Install flashing so that water cannot get between flashing and siding.

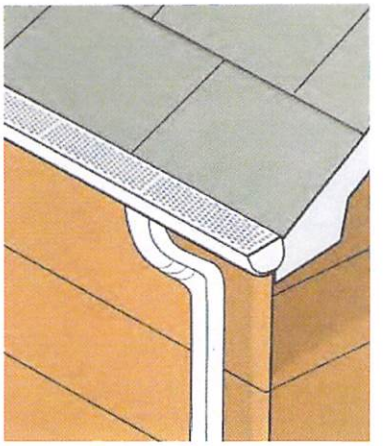


Rain Gutters

Roofs can be vulnerable at the roof edge where a gutter is attached. Debris in the gutter can ignite from embers, and flames can ignite other components at the roof edge (e.g., wood-based sheathing and fascia board).

HOW TO REDUCE THE VULNERABILITY OF RAIN GUTTERS

- Remove vegetative debris from gutters on a regular basis during fire season.
- Install a noncombustible and corrosion-resistant metal drip edge to provide protection for the combustible components (i.e., sheathing and fascia) at the edge of your roof.
- Use a noncombustible gutter cover to minimize accumulation of debris in the gutter. Some gutter covers result in accumulation of debris on the roof behind the gutter, so these will still require routine maintenance.

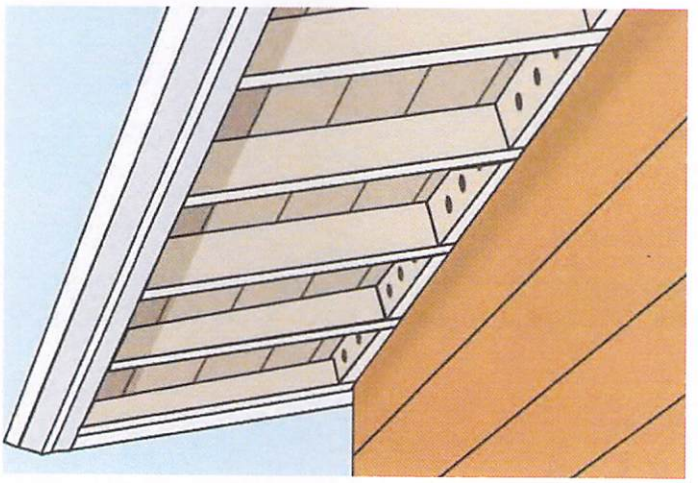


Install and maintain a noncombustible gutter cover (as pictured above) to help minimize debris accumulation in gutters.

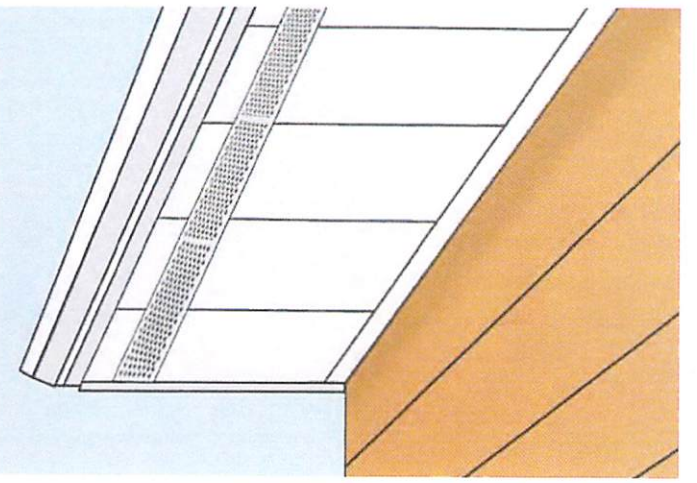
Eaves

The under-eave area provides a point of entry for flames if nearby vegetation or other materials are burning. There are two basic designs for under-eave construction: open-eave and soffited-eave (i.e., one that is boxed in). Open-eave designs are more vulnerable to flames—heat can build up in an area between the roof rafters allowing for more rapid fire spread laterally, which increases the likelihood that fire will find a location to enter the attic. Vents that are in the blocking between rafters in open-eave construction are more vulnerable to the entry of embers than vents in a soffited-eave.

OPEN EAVE



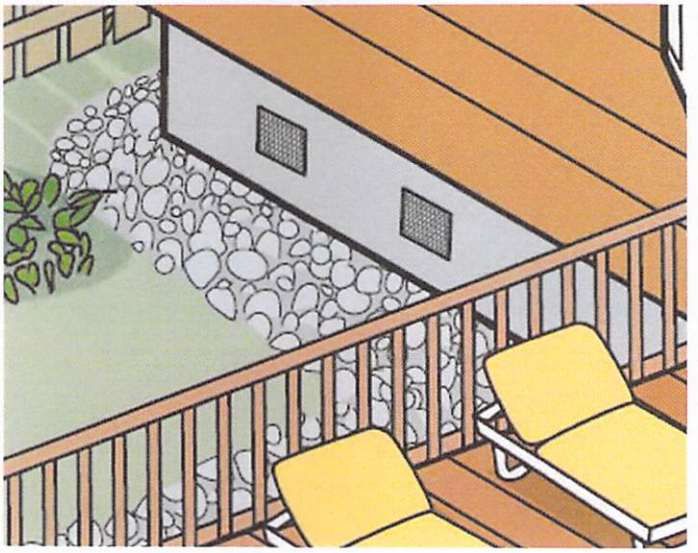
SOFFITED EAVE

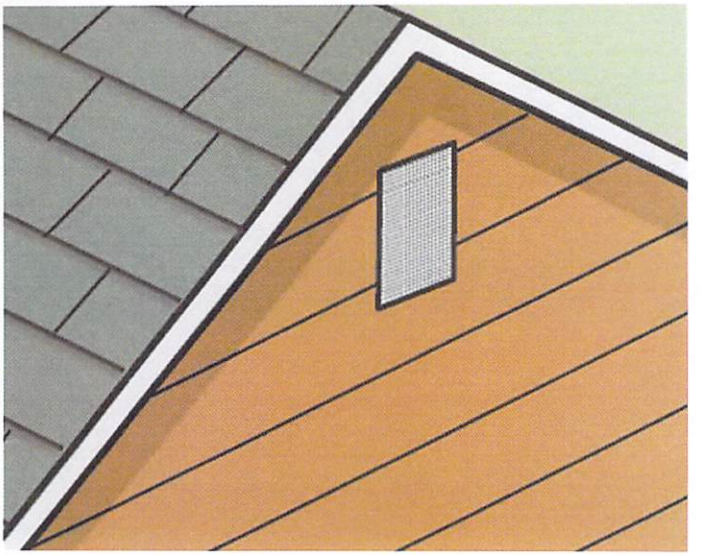


HOW TO REDUCE THE VULNERABILITY OF EAVES

- Inspect open-eave areas for gaps where embers could lodge or pass through into the attic. All vents should be screened and all other gaps should be filled with durable caulk.
- Enclose under-eave area to create a soffited eave.

Enclose open eaves to protect attic spaces from ember intrusion.





Cover all vents with ⅛-inch mesh screening.

WHAT IS THE DIFFERENCE BETWEEN VENT SCREEN SIZES?

Small screens (1/16-inch) can reduce both the size and number of embers that can pass through. Because the embers are smaller, they self-extinguish quickly after entering the attic and crawl space. While this screen size is ideal for resisting ember intrusion, it does require more maintenance because it gets easily clogged. Accumulated debris on vents can become a source of embers if not cleaned regularly. Air flow is also reduced with this size screen.

Mid-size screens (⅛-inch) allow more, larger embers to enter the attic and crawl space, but these are still better than 1/4-inch screens. This size screen is a common choice because the maintentance is lower while still being relatively effective.

Large screens (¼-inch) allow many, larger embers to enter the attic and crawl sapace. It is recommended you replace or cover 1/4-inch screeens with a smaller grain.

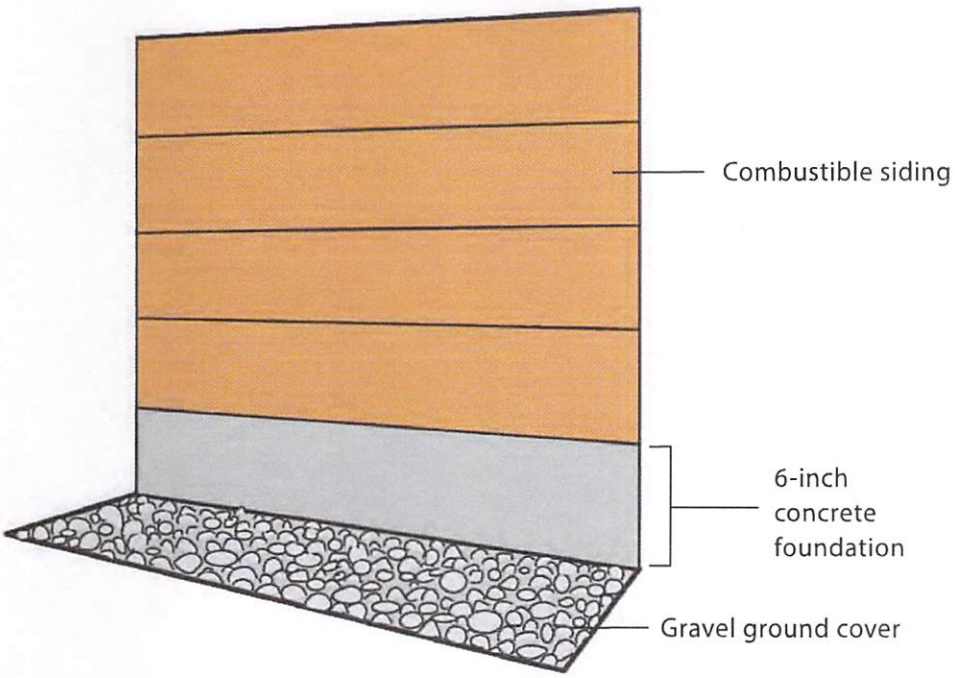
Vents

Attic and crawl space vents provide an entry point for embers. Vents should be covered by, at a minimum, ⅛-inch noncombustible corrosion-resistant metal mesh screening. Screening will not prevent the intrusion of all embers but will minimize their size. Finer mesh screening (e.g., 1/16-inch mesh) is more effective at keeping embers out of the home but requires more maintenance because it can become clogged with debris. Vents that meet the flame- and ember-resistant standard are listed on the California Office of the State Fire Marshal Building Materials Listing Program website. These types of vents are appropriate in areas where maintaining defensible space is difficult, combustible materials are closer to the home, or combustible siding is used.

HOW TO REDUCE THE VULNERABILITY OF ATTIC AND CRAWL SPACES

- Avoid storing combustible items (e.g., cardboard boxes, newspapers and magazines) near attic or crawl space vents.
- Inspect vents to make sure they are in good condition (i.e., screen is in good condition with no tears that would result in larger openings).
- If ¼-inch mesh screening is present, replace or add, at a minimum, a ⅛-inch noncombustible corrosion resistant metal mesh screen.
- Consider replacing vents with a flame- and ember-resistant option.

Vent covers that are made ahead of time (i.e., before a wildfire is threatening) can be installed when wildfire is threatening the area. This strategy can be effective, but it does take time and should only be undertaken if ample time is given for evacuation. Preparation activities can be dangerous if evacuation is delayed.



Siding

If the siding ignites, a fire can: **1)** penetrate through the stud cavity into the home, **2)** spread up the side of the home and enter windows or other openings such as dryer vents, and **3)** spread into the attic at a gable-end vent or an under-eave area. Combustible siding can be ignited from direct-flame contact or radiant heat exposure. Ignition of siding from embers can occur, especially if embers ignite combustible materials close to the home (e.g., bark mulch or wood pile), and if siding extends all the way to the ground.

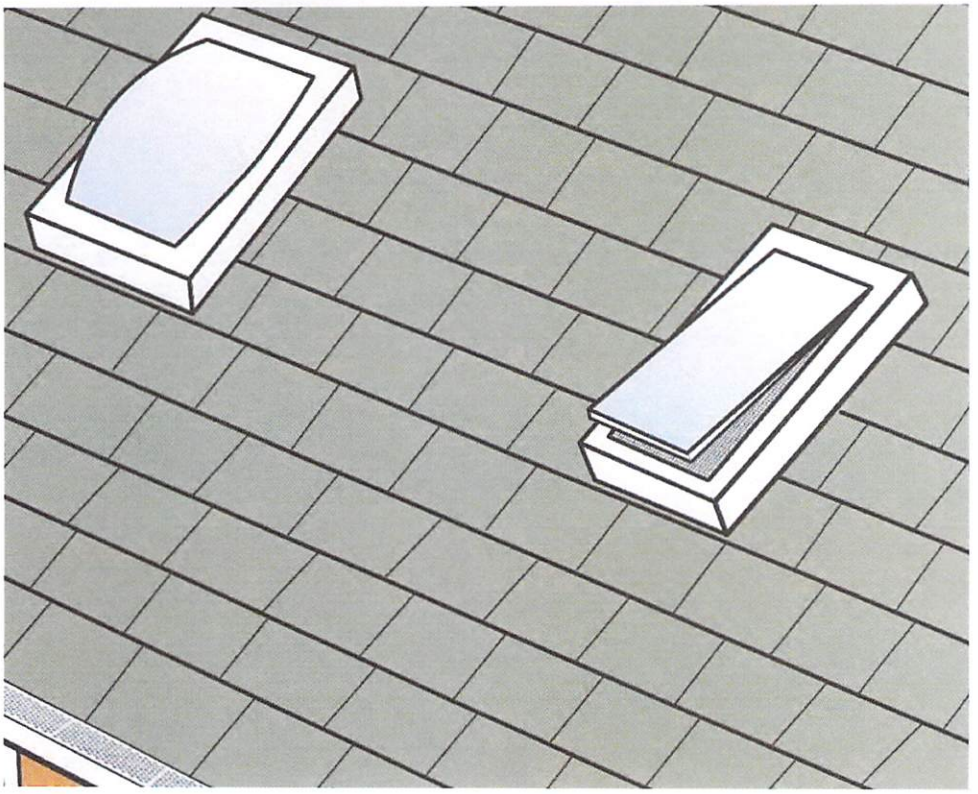
Combustible siding products are widely used, including solid wood, wood composite materials and plastic/vinyl products. Vinyl siding can deform and slough off when exposed to flames or radiant heat. Once this happens, underlying material (e.g., sheathing) becomes important for protection. More complicated lap joints in wood-based siding patterns (e.g., shiplap and tongue-and-groove) are more resistant to fire penetration at the lap joint. Plain bevel joints in wood siding are vulnerable to fire penetration. While fiber cement siding often uses a plain bevel lap joint, it is less vulnerable to fire penetration.

HOW TO REDUCE THE VULNERABILITY OF SIDING

- Use noncombustible siding (e.g., stucco, steel and fiber cement), especially when neighboring homes are within 30-feet of the home.
- Make sure to develop and maintain adequate defensible space, particularly within the ember-resistant zone, to minimize the chance that siding will ignite from embers at the ground level or direct-flame contact from nearby combustible materials.
- In smaller areas that are vulnerable, such as at a roof-to-wall area, replace siding with a noncombustible product.
- For new construction, use of a one-hour wall design, where an additional fire resistant layer is used in the wall assembly, can provide additional protection when a more vulnerable siding material is used.

It is not recommended to use fire-retardant coatings, such as fire-retardant paint, to provide fire protection for combustible siding. Some state, county and local building codes do not allow these coatings. Recent research has demonstrated that their performance is degraded by exposure to the elements (e.g., snow, moisture, sun). Their effectiveness degrades more quickly than reported.

Clear debris around skylights and make sure to close before evacuating. →



Skylights

Skylights can be a point for ember and flame entry if the cover fails, or if skylights are left open when a wildfire threatens. There are two basic kinds of skylights: domed-style made of plastic and flat-style made of glass. Flat-style, glass skylights have less risk than domed-style, plastic skylights that may melt and burn when exposed to heat from a wildfire. Typically, the glass in skylights consists of two layers, the outer being tempered glass and the inner being a safety glass, such as laminated glass.

Skylights on steeper sloped roofs can be vulnerable to radiant heat and flame contact exposures if nearby combustible materials ignite and burn. Skylights on low-slope (flatter) roofs are more prone to the accumulation of vegetative debris (especially flat-style skylights).

HOW TO REDUCE THE VULNERABILITY OF SKYLIGHTS

- Remove vegetative debris from the roof, including on and adjacent to skylights, on a regular basis.
- On sloped roofs, glass skylights are the best choice because of increased likelihood of exposure to radiant heat.
- If the skylight can open, close it when wildfire is threatening to prevent embers from entering the home. Consider adding a 1/16-inch noncombustible corrosion resistant-metal mesh screening to reduce ember intrusion into the home in case the skylight cannot be closed before evacuation.

Windows

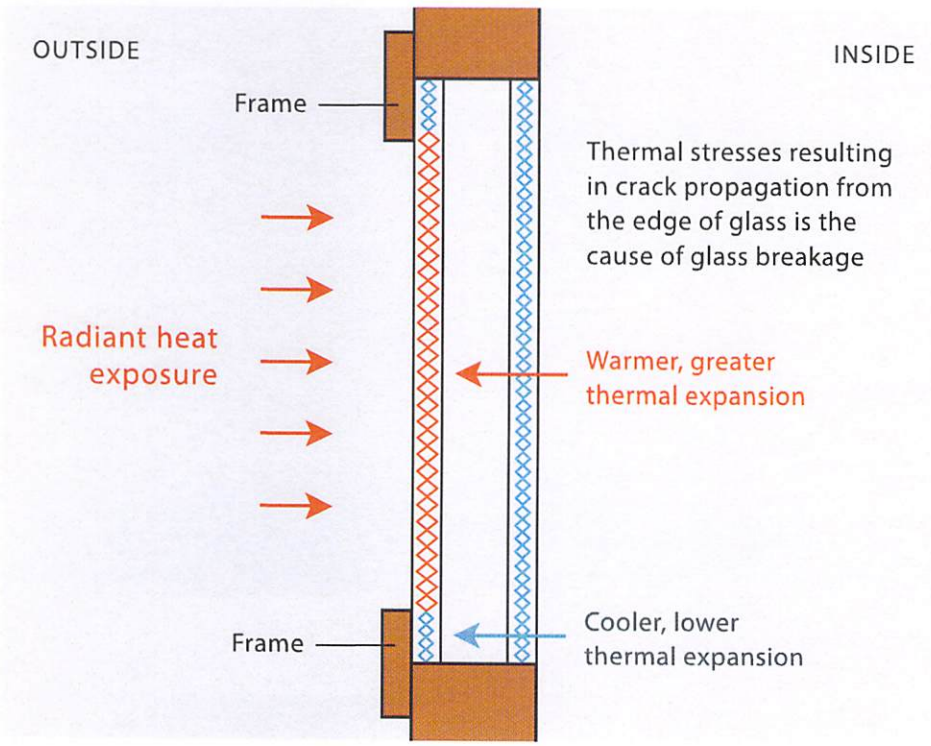
Windows can be a vulnerable component of a home if the framing material ignites or deforms, or if the glass breaks and falls out, both allowing embers or flames to enter the home. The most vulnerable part of a window is the glass. Glass breakage occurs when cracks, propagating from the outer edge inward, occur due to thermal stress that develops when a window is exposed to flames or radiant heat.

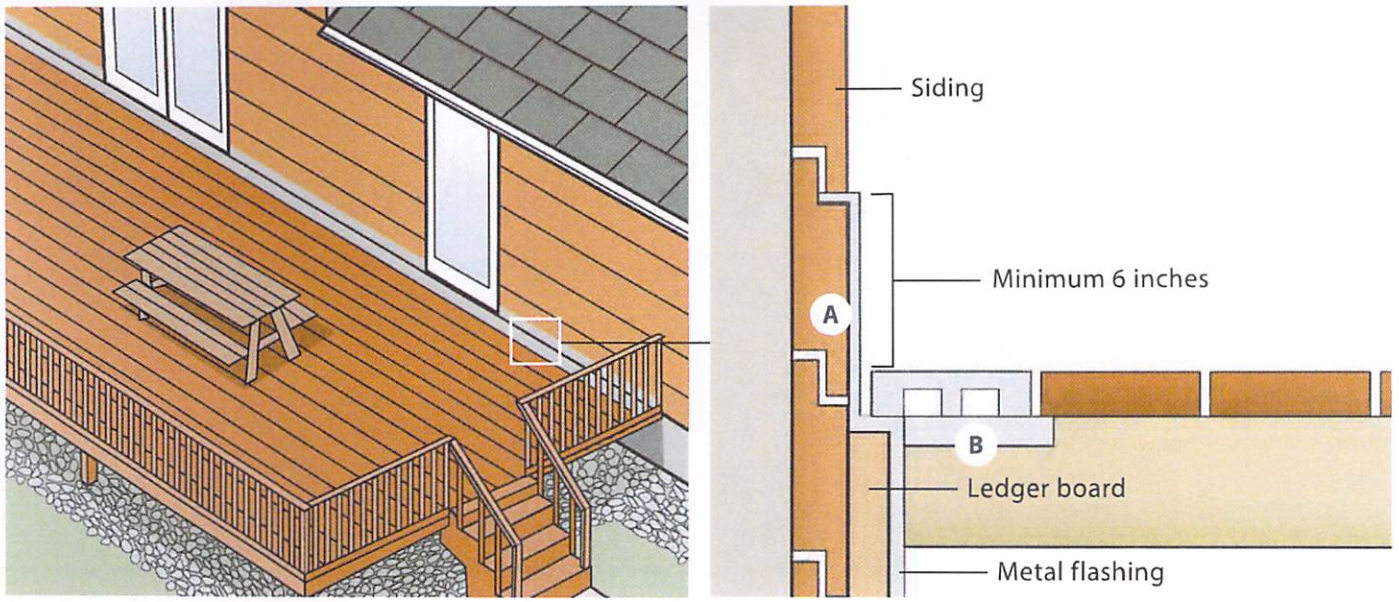
Tempered glass is three to four times more resistant to heat exposures than typical annealed glass and is therefore a better choice when selecting windows. Metal and plastic-clad fiberglass window screening will absorb radiant energy, providing additional protection against radiant heat exposure to the glass in your windows. Plastic-clad fiberglass screening will fail if flames contact it, reinforcing the need for an effective ember-resistant zone.

HOW TO REDUCE THE VULNERABILITY OF WINDOWS

- When replacing windows, choose multi-pane options containing tempered glass.
- If neighbors or outbuildings are within 30-feet of the home, consider installing deployable noncombustible shutters to provide additional protection.
- Install screens in all operable windows. Screens increase ember resistance by keeping embers out of the home and also decrease radiant heat exposure.
- Close windows when wildfire is threatening.

DUAL-PANE WINDOW





A *Install metal flashing between the ledger board and joists to protect the combustible siding material. The flashing should extend above and below the ledger board.*

B *Replace the deckboard next to the house with noncombustible material.*

Decks

If a deck attached to a home ignites, the home can be exposed to flames and/or radiant heat. What is stored underneath and on top of decks can also be an ignition source. Depending on the decking material, embers can also directly ignite deck boards. Decks that overhang a slope can be exposed to flames if trees and other vegetation downslope of the deck ignite, resulting in flames contacting the bottom of the deck.

Most commercially available deck boards are combustible. These include redwood, cedar and tropical hardwoods, such as ipe, and all plastic composite lumber decking products. Pressure impregnated fire retardant treated (FRT) wood deck boards are less vulnerable to flames and embers. Higher density hardwood decking and plastic composite decking are less vulnerable to ignition by embers compared to softwood decking (i.e., redwood and cedar). Although some metal deck boards are now available, noncombustible options are typically referred to as solid surface decks because they consist of lightweight concrete, possibly with an additional noncombustible walking surface such as flagstone. Use of noncombustible (i.e., steel) joists in conjunction with combustible deck boards will reduce the overall vulnerability of the deck.

HOW TO REDUCE THE VULNERABILITY OF DECKS

- Create an ember-resistant zone under the footprint of and around all decks. This action will reduce the likelihood of under-deck flame exposure.
- If a deck overhangs a slope, create and maintain an effective defensible space downslope of the deck to reduce the chance of flames reaching the underside of the deck.
- Apply metal flashing or foil-face bitumen tape on top of and a few inches down the side of the support joists. This is an effective strategy to minimize fire growth when a deck is ignited by embers, but would not help if the deck were ignited directly by flames under the deck. Using steel joists also reduces the vulnerability of the deck from both flames and embers.

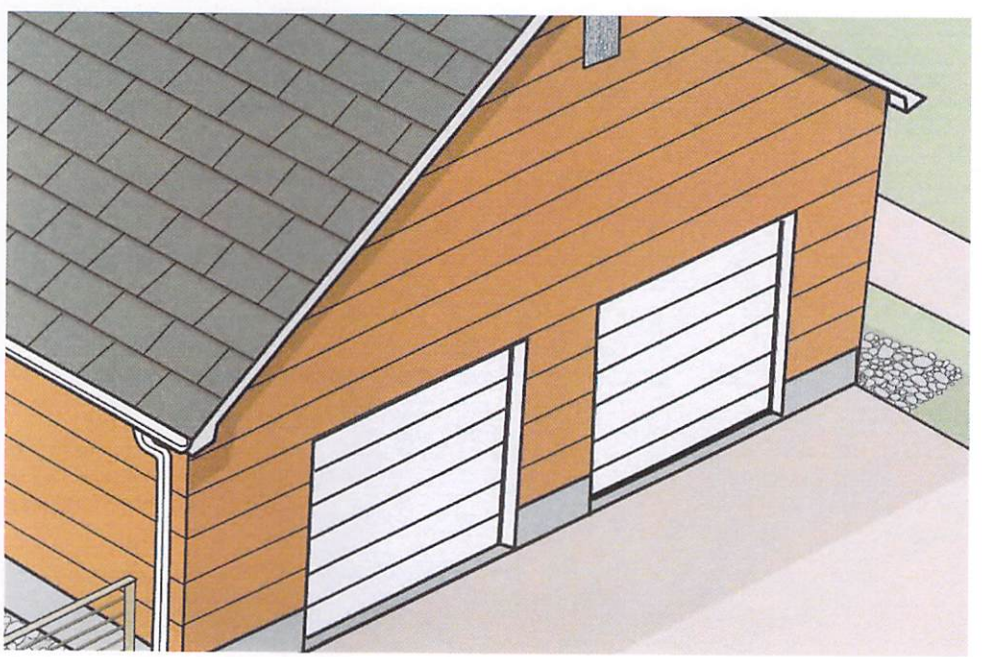
- For cedar and redwood decks, increase the size of the gap between deck boards to ¼ inch so that vegetative debris can fall through rather than accumulate on the deck. Be sure to routinely clear debris from under the deck.
- If a deck is made of combustible decking materials, replace the board closest to the home with a noncombustible material.
- In new deck construction, consider using noncombustible or higher density decking products.
- Move combustible cushions from deck furniture to inside and relocate combustible furniture (especially those with woven components that can trap embers) away from the house.

Garages

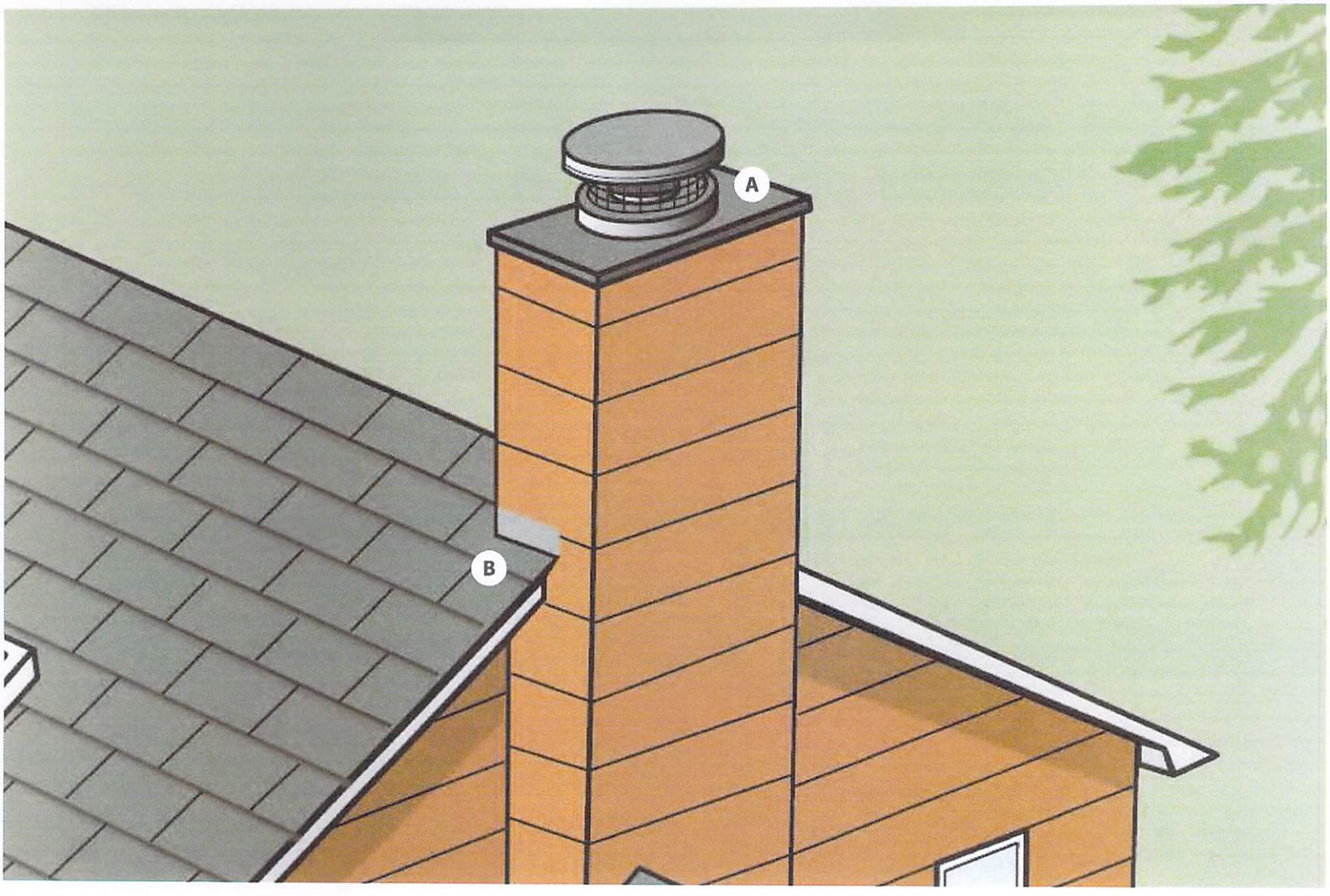
Garages, whether attached to the home or detached as a separate building, can threaten homes if the garage ignites. Since it is normal to store combustible materials in a garage, steps should be taken to reduce the ignitability of the garage because embers can easily enter under or around poorly sealed garage doors.

HOW TO REDUCE THE VULNERABILITY OF GARAGES

- Whether a garage is detached or attached, include it in defensible space planning and maintenance, including the ember-resistant zone.
- Make sure the space between the garage door and framing is well sealed to minimize the entry of embers into the garage.
- Garage windows, vents and other construction components should be treated the same as they would be if part of the home.
- Add a battery back-up to the garage door motor so that the garage can easily be opened or closed if power is out.
- Close garage doors when wildfire is threatening.



← *Make sure garage doors are well sealed and closed before evacuating.*



A *Cover the stovepipe/ chimney with a metal screen (no smaller than ⅜-inch and no larger than ½-inch).*

B *Install metal flashing at the chimney-roof intersection.*

Chimneys

Chimneys and stovepipes can be a vulnerable part of the home if not installed correctly and properly cleaned and maintained annually. Vegetative debris can accumulate on the roof adjacent to the chimney chase. This is another roof-to-wall connection that can be vulnerable to ignition by embers.

HOW TO REDUCE THE VULNERABILITY OF CHIMNEYS

- Use of metal step flashing at roof-to-siding intersection (flashing extending up the wall) can reduce the vulnerability to embers.
- Cover chimney and stovepipe outlets with a noncombustible screen. Use metal screen material with openings no smaller than ⅜-inch and no larger than ½-inch to minimize embers leaving the chimney.
- Close the fireplace flue during fire season when the chimney is not in use.

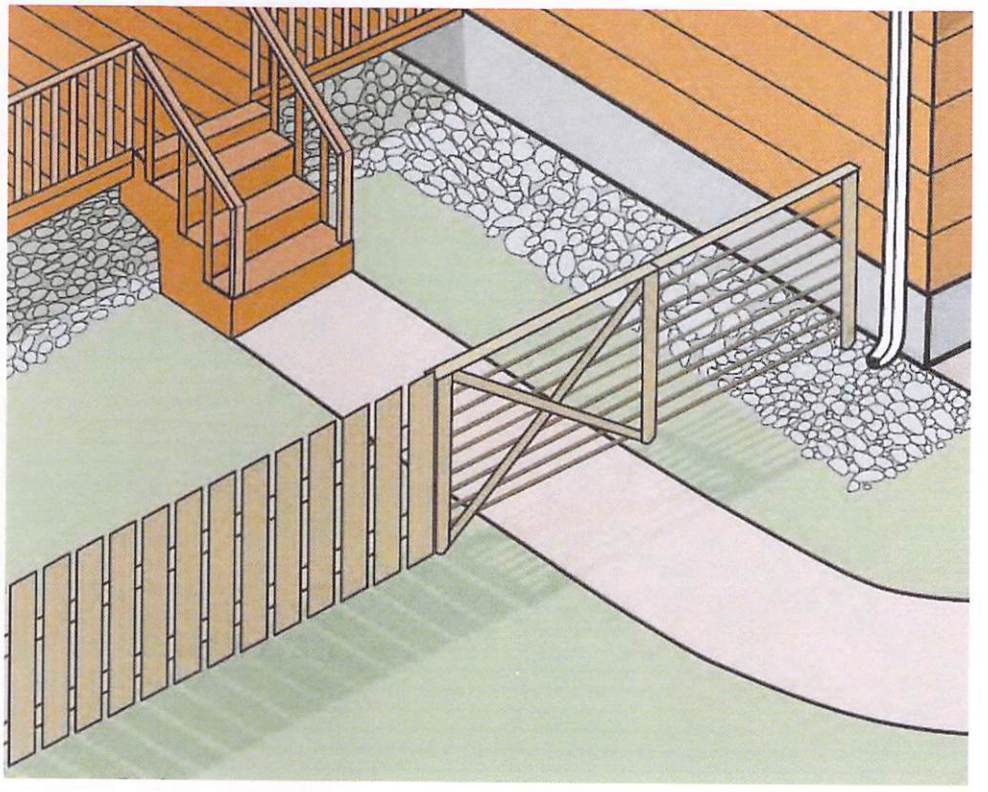
Fences

Combustible fencing can provide a direct path to a home if surrounding vegetation or embers ignite it. Best practice is to separate the fence from the house or upgrade the last 5-feet of the fence to a noncombustible material to reduce the chance of the fence from bringing fire to the home.

Privacy fences (planks all on one side of horizontal supports) are the most vulnerable to ignition because the horizontal to vertical intersection provides a ledge and backstop where embers can accumulate and ignite the fence. Good neighbor (planks alternating) and lattice are more porous, and therefore more difficult to ignite via ember exposure. Vinyl fences are not as vulnerable to embers, but can ignite through direct flame exposure if vegetative debris has accumulated at its base. As is the case with vinyl siding, vinyl fencing will be vulnerable to deformation from radiant heat exposure. All fences are more vulnerable when vegetative debris has accumulated at their base.

HOW TO REDUCE THE VULNERABILITY OF FENCES

- Replace the combustible portion of the fence near the home with a noncombustible section. The noncombustible section should be a minimum of 5-feet long.
- Remove vegetative debris that can accumulate at the base of the fence on a regular basis. Do not use fences as a trellis for plants because plants can create and trap ignitable vegetative debris.



← *Rather than replacing the entire fence, replace the 5-feet closest to the home with a noncombustible option.*

Glossary

BEVEL JOINT A type of lap joint, typically seen in horizontally applied siding. This lap joint, when used with a combustible siding product, is the most vulnerable to fire penetration.

CHIMNEY CHASE The area or structure around metal flue pipes. The chase is usually built with wood, metal or brick.

DORMER A part of a building that extends beyond the vertical plane of the roof. This extension also has a roof covering and typically incorporates a window on the exterior wall.

EMBER Also called firebrand. Burning (or glowing) particles of vegetation from tree branches, parts of shrubs or chaparral, or other combustible materials (e.g., construction materials) that ignite and burn during a wildfire and are carried in wind currents to locations beyond the wildfire front.

FIBER CEMENT A generic term for a siding product that is made using cement, wood fiber and other additives.

FINE-MESH SCREENING In the context of this document, ⅛-inch or finer screening that is used to cover vent openings and operable windows.

FOIL-FACE BITUMEN TAPE A flashing material whereby an aluminum foil material is part of a bitumen tape system.

GOOD-NEIGHBOR FENCE In the context of this document, this type of fence is one where the vertical planks alternate between the sides of the horizontal support members. A "good-neighbor" fence is usually compared to a "privacy" fence, where the vertical planks are all on the same side of the horizontal supports.

GYPSUM WALLBOARD A panelized product made from calcium sulfate dihydrate. These panels are commonly used for paneling on the interior of homes and buildings. A special type of gypsum wallboard can be used as a fire-resistant component in a one-hour wall assembly.

LADDER FUELS Low-lying branches and vegetation that can help carry flames from the surface into the canopy of trees or shrubs.

LAMINATED GLASS A type of safety glass that consists of two (or more) layers of annealed glass that are connected with adhesive interlayers.

LAP JOINT The type of overlap connection between boards or panels on the siding of a building.

METAL DRIP EDGE FLASHING Also called angle flashing, this material is typically used to protect the edge of the roof where the roof covering meets the exterior (vertical) framing.

MULTI-PANE WINDOW A term used to indicate multiple glass panes in a window. One pane of glass would be indicated by "single-pane."

ONE-HOUR WALL CONSTRUCTION An assembly that provides enhanced resistance to the penetration of fire.

OPEN-EAVE A type of construction whereby roof rafters are exposed in the area where they extend beyond the exterior walls of the building. In this type of construction, wood members, typical nominal 2-inch thick lumber, are used to fill the space between roof rafters.

PLASTIC-CLAD FIBERGLASS SCREENING Commonly used window screening material. Typical screen size is 1/16-inch mesh.

PRESSURE-IMPREGNATED FIRE-RETARDANT TREATED A process whereby a fire-retardant chemical is injected into the material (e.g., wood) under a pressurized process. This process results in a deeper penetration of the chemical into the wood.

ROOF COVERING The part of the roof assembly visible from outside the building. Common roof covering materials include asphalt composition shingles, tile and metal.

SHEATHING The first covering of boards or of waterproof material on the outside wall of the house.

SHIPLAP A type of lap joint used for horizontal and vertical siding. Along with tongue-and-groove pattern, this pattern is a better choice when considering improved resistance to fire penetration.

SOFFITED-EAVE A type of construction where the area of the roof rafters that extend beyond the exterior wall of a building are enclosed, typically by attaching a panelized product that connects the edge of the roof to the exterior wall.

STUCCO A siding material usually consisting of a mixture of sand, Portland cement, lime, water and other additives.

TEMPERED GLASS A heat-treated glass that enhances resistance to heat exposures three to four times over that of regular (annealed) glass.

UNDERLAYMENT A panel or sheet material in the roof assembly, underlying the roof covering, that improves the fire rating of the covering.

VENT COVER A solid material used to temporarily cover a vent opening to prevent the entry of embers.

Online Resources

The following websites have resources and information on home-hardening, defensible space, and other tips to prepare for wildfire.

Living With Fire Program - www. livingwithfire.com

University of California Agriculture and Natural Resources - www.ucanr.edu/sites/fire

Insurance Institute for Home and Business Safety–Wildfire - www.ibhs.org

CAL FIRE Ready for Wildfire - www.readyforwildfire.org

Sustainable Defensible Space - www.defensiblespace.org

Acknowledgments

The following individuals provided substantial contributions to the development of the Wildfire Home Retrofit Guide: Amanda Milici (Sierra Nevada Alliance AmeriCorps), Forest Schafer (California Tahoe Conservancy), Mark Regan (NV Energy), and Chris Anthony (CAL FIRE). Graphic design was provided by Maja Thaler and Emma Mitchell of SDBX Studio, LLC. Illustrations were provided by Liz Bradford. We thank members of the Lake Tahoe Regional Fire Chiefs Association, the Tahoe Fire and Fuels Team, and five anonymous peer reviewers for valuable feedback. CAL FIRE awarded funding to develop and publish the Wildfire Home Retrofit Guide. The Wildfire Home Retrofit Guide project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment—particularly in disadvantaged communities. For more information about this publication contact the Living With Fire Program at LWF@unr.edu, a program of University of Nevada, Reno Extension conducted in collaboration with numerous partners.

Partner Logos



Photo Courtesy of California Tahoe Conservancy / Nick Spaintand

SP-20-11

Authors: Christina Restaino[1], Susan Kocher[2], Nicole Shaw[3], Steven Hawks[4], Carlie Murphy[3], Stephen L. Quarles[2]

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[2]University of California Cooperative Extension

[3]Tahoe Resource Conservation District

[4]CAL FIRE

LIVING WITH FIRE TAHOE

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A partnership of Nevada Counties; University of Nevada, Reno; and the U.S. Department of Agriculture

EXTENSION
College of Agriculture, Biotechnology & Natural Resources

RDO Equipment Co.
2714 Vineyard Place
Fowler, CA 93625
559-834-5096
Fax: 559-834-5067
www.rdoequipment.com

WARNING
Warning: Cancer and Reproductive Harm.
For more information go to:
www.P65Warnings.ca.gov

Ship to: N/A

Branch
75 - FOWLER, CA

Date	Time	Page
01/05/2024	9:20:46 (O)	1

Account No.	Phone No.	Estimate No.
7700061	5599667700	005916 01

Ship Via **Purchase Order**

Invoice to: MARIPOSA COUNTY FIRE SAFE COUNSEL
PO BOX 1182
MARIPOSA CA 95338-1182

Tax Exemption Number **Federal ID Number**

Salesperson
SEE

ESTIMATE EXPIRY DATE: 02/03/2024

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: X545150 BC1500 130HP CUMMINS DIES MS #: 1VR2161VXF1006233
Make: VE Model: BC1500
Is to have the following work done

Cutter Drum R&R CMP
ADDITIONAL DESCRIPTION:
Customer requested R&R drum, bearings and shear bar.

Part#	Description	Qty	Price	Amount
163624003	BEARING -	2	290.84	581.68
163627631	CUTTER DRUM ASS	1	6513.49	6513.49
163627662	SHEAR BAR	1	152.83	152.83
507614040	SCREW-HFS,M16-2	4	4.34	17.36
508478060	SCREW-HCS;	2	3.70	7.40

MISCELLANEOUS CHARGES: Description	Price	Amount
HAZARDOUS MTL	82.50	82.50
SRV ACCESSORIES	25.00	25.00

Parts:	7272.76
Labor:	2151.55
Miscellaneous:	107.50
CA STATE TAX	442.82
FOWLER City	73.80
FRESNO County	18.45
FRESNO CO LOCAL TAX SL Special	73.80
FRESNO COUNTY DISTRICT TAX SP Special	53.51
TOTAL:	10194.19

Authorization: _____

Stocked parts can be returned within 30 days with copy of invoice. Special order parts $20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

_____
SIGNATURE

TERMS AND CONDITIONS: All invoices are due Net-20 days from the invoice date or in accordance with the terms of your account agreement. Please refer to your finance agreement for details.

MERCED TRUCK & TRAILER, INC.

625 Martin Luther King Jr. Way
Merced, CA 95341
(209) 722-2963

MERCED TRUCK & TRAILER, INC. WILL ACCEPT PARTS FOR REFUND OR EXCHANGE PROVIDED THE PART IS A NORMALLY STOCKED NON-ELECTRICAL OR CARBURETOR PART PURCHASED WITHIN 10 DAYS AND IS ACCOMPANIED BY THIS INVOICE. ALL PARTS ACCEPTED FOR RETURN MUST MEET THE MANUFACTURER'S CURRENT PACKAGE GUIDELINES AND ARE SUBJECT TO A 30% RESTOCKING CHARGE. SPECIAL ORDERED ITEMS NOT PICKED UP WITHIN 90 DAYS WILL BE RETURNED TO NORMAL STOCK.

SUBJECT TO WARRANTY TERMS AND CONDITIONS LISTED ON REVERSE SIDE.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
09 APR 24	RO#45620	11 APR 24		Q175436

**** I N V O I C E Q U O T E - DO NOT PAY ****

PAGE 1 OF 1

SOLD TO

ACCOUNT NO. 20

JE ALLEN

SHIP TO

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	609		CASH	MERCED CA

QUANTITY ORD.	QUANTITY SHIP	QUANTITY B.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	4309138	KIT,TURBOC	7929.37	6797.11	6,797.11
			MEMPHIS				
4	4	0	LABOR	LABOR	150.00	150.00	600.00
			FREIGHT QUOTE IS ESTIMATE ONLY!!!!				
				FREIGHT 300.00			
			**** I N V O I C E Q U O T E -		DO NOT	PAY ****	

Thank You For Your Business!

NEED PARTS AFTER HOURS?
CHARGE $50.00 UNTIL 11:59PM
CHARGE $75.00 12:00AM-7:00AM
PHONE# 1-209-564-0905

PARTS	7,397.11
SUBLET	
FREIGHT	300.00
SALES TAX	560.76
TOTAL	$8,257.87

CUSTOMER'S SIGNATURE
X

175436

CUSTOMER COPY

Good Afternoon Sir,

The Mariposa Sheriff Search and Rescue Team would like to request $10,537.00 to purchase 6 Heart Start M5066A-RO1 Phillips AED Defibrillator Ready Packs. These units would be placed in the primary rescue/ response vehicles. SAR is frequently operating in remote isolated places with limited access by conventional rescue and medical response equipment. Having these units with our response gear would increase survivability of both rescuers and members of the public during critical time sensitive cardiac events.

Thanks for your consideration,

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-175

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Accept Grant Award from the National Environmental Health Association - US Food and Drug Administration (NEHA - FDA RFFM); and Approve Budget Action Increasing Revenue and Appropriations in the Environmental Health Department Budget to Recognize the Grant Funding ($19,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the National Environmental Health Association - US Food and Drug Administration (NEHA - FDA RFFM); and Approve Budget Action Increasing Revenue and Appropriations in the Environmental Health Department Budget to Recognize the Grant Funding ($19,000) (4/5ths Vote Required).

The Mariposa County Health & Human Service Agency, Environmental Health Unit has been awarded the NEHA-FDA RFFM Grant to improve and build upon existing food programs. The goal of the NEHA-FDA RFFM Grant Program is to reduce the occurrence of food borne illness risk factors found in food establishments. The NEHA-FDA RFFM Grant Program provides funding so that local jurisdictions can complete a Risk Factor Study and implement intervention strategies to address out of compliance risk factors. The desired outcome is to enable managers to measure their program against national criteria and to demonstrate improvement in food safety. Further studies are repeated at 5-year intervals to evaluate the efficacy of the intervention strategies.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new grant offered by the National Environmental Health Association (NEHA) - US Food and Drug Administration (FDA).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to authorize this funding agreement, the agency will forfeit the 2023-24 NEHA - FDA RFFM Grant Funding.

FINANCIAL IMPACT

There is no financial impact to the County general fund. Revenue and corresponding appropriations are included in the attached Budget Action for FY 2023-2024.

ATTACHMENTS

1. NEHA-FDA award letter 1.1. 2024

2. **NEHA-FDA Budget Action signed**
3. **NEHA-FDA application**

VOTE RESULT

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

NEHA-FDA Retail Flexible Funding Model Grant Program
Official Notice of Award for One-Year Grants

January 1, 2024

Grant Number: G-BDEV1-202309-04722
Application Type: 2024 Track 1 Development Base
Project Title: Mariposa County SA9 & CSIP
Project Summary: Funding from the NEHA-FDA grant would result in completion of an initial SA9 and CSIP. The mentee and training optional add-on will allow us to navigate and complete the steps with less staff time, effort and document revisions. We understand this is a multiyear planning document to determine how to obtain and maintain compliance with the Retail Program Standards. We also understand CSIPs are living documents that will need to be evaluated and changed over time.
One-Year Award Amount: $19,000.00
Project Period: 1/1/2024 to 12/31/2024

Unique Federal Award Identification Number (FAIN): U2FFD007358
CFDA Number: 93.103

Wendy Vittands
Mariposa County
PO Box 5
Mariposa, CA 95338

Dear Wendy:

Your application has been approved for Mariposa County SA9 & CSIP as part of the National Environmental Health Association (NEHA)-U.S. Food and Drug Administration (FDA) Retail Flexible Funding Model (RFFM) Grant Program, with funding provided by the FDA. Approval is based on review of the project plan and budget details in your submitted application.

As part of your application, your agency has made an assurance that it will comply with all applicable federal statutes and regulations in effect during the grant period, including applicable parts of 45 CFR Part 75. Acceptance of this award and/or any funds provided by the NEHA-FDA Retail Flexible Funding Model Grant Program acknowledges agreement with all the terms and conditions in this award letter.

The amount of $19,000.00 represents the full amount of funds to which you are entitled. Grant awards are made with the understanding that NEHA-FDA Retail Flexible Funding Model Grant Program staff may require clarification of information within your application, as necessary, during the application, project, or reporting periods. These inquiries may be necessary to allow us to appropriately carry out our administrative responsibilities.

Specific Conditions of Your Award
In addition to the general Terms and Conditions of your award as listed below, the following are additional conditions specific to your award:

Due to funding limitations, only the Base and Mentee components of your project are funded for CY 2024. Your total award is $19,000.

Budget
To review specific details of the approved budget in your grant award, please log into the NEHA-FDA RFFM Grant Portal where you can view and print your grant (including your budget justifications) and your budget worksheets.

Total Award Amount: $19,000.00

Budget changes are allowable but must be justified and approved in advance and in writing by the NEHA-FDA RFFM Grant Program Support Team. None of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the current Executive Level II of the Federal Executive Pay Scale for any specific funding year.

Terms and Conditions
Your award is based on the project application referenced in this Notice of Award, submitted to and approved by NEHA. Payment is contingent on continued Federal Funding from the United States Food and Drug Administration, and is subject to the following terms and conditions:

The grantee must complete the full scope of work and all tasks outlined in the approved grant application by the Project End Date, unless NEHA grants a written exception. The recipient agrees to comply with the current FDA general terms and conditions (HHS Grant Policy Statement).

Restrictions on the expenditure of funds in federal appropriations acts apply to this award, to the extent those restrictions are applicable to subawards made under federal grants. Please refer to 2 CFR 200.400 for guidance on relevant cost principles.

For the complete Terms and Conditions of this award, including links to all relevant federal guidance, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage (https://www.neha.org/retail-grants).

Reporting
Reports with due dates will be accessible by logging into the Grant Portal, found on the NEHA-FDA RFFM webpage. Reminders will be sent to the email address of your organization's Point of Contact regarding upcoming and past due reports.

Interim Progress Reports will be required each year for awards made through this program to assure that each funded project remains on track for timely completion. For one-year awards, an Interim Progress Report will be due halfway through the project period.

When all project objectives have been completed, a Final Project Report must be submitted through the online grant portal no later than 45 days after your Project End Date. As part of the final report, the grantee must provide a full accounting of all expenditures made with funds from this grant award accompanied by the required documentation.

For complete information on required reporting, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage.

Reimbursement Requests
For one-year awards made through this grant program, payment is normally made on a reimbursement basis at the end of the project, following submission of all required reporting.

Advance payment is available for one-year awards when required by a jurisdiction. To request advance payment, please email an explanation to the **NEHA-FDA RFFM Grant Program Support Team** at retailgrants@neha.org. For additional details, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage.

Unless otherwise requested, your first report will be the Interim Progress Report due halfway through the project period.

Recipient FDA Notice
As a reminder, recipients of funding through this program are required to assure that project activities achieve greater conformance with the FDA Voluntary National Retail Food Regulatory Program Standards (Retail

Program Standards). For additional information regarding the Retail Program Standards, please visit the FDA's official webpage at: https://www.fda.gov/food/retail-food-protection/voluntary-national-retail-food-regulatory-program-standards.

Allowable and Non-allowable Costs
For information on allowable and non-allowable costs, please refer to the **NEHA-FDA RFFM Grant Guidance** link on the NEHA-FDA RFFM webpage.

Base Grant Requirement
Once awards under the NEHA-FDA RFFM Grant Program have been made, all grantees must have an active Base Grant in place (either a Development Base Grant or a Maintenance and Advancement Base Grant) to remain eligible for open Optional Add-On Grants. During the performance period of open awards, if a Base Grant is cancelled for any reason (at the request of the Grantee or due to non-performance), all open Additional Add-On Grants may also be in jeopardy of cancellation.

For grantees that have been awarded both a Track 2 Development Base Grant (a one-year award) and a Capacity Building Grant (a three-year award), it is the awarded jurisdiction's responsibility to apply for Development Base Grants in years two and three of this grant program, to assure that their Capacity Building Grant remains eligible for continuation.

Travel Costs
Travel costs should adhere to the general guidelines found in the **NEHA-FDA RFFM Grant Guidance**. Contact the NEHA-FDA RFFM Grant Program Support Team with specific travel-related questions not covered in the guidance.

Financial Conflict of Interest
This award is subject to the Financial Conflict of Interest (FCOI) regulation at 42 CFR Part 50 Subpart F.

Contact us for Support
If you have questions about this award, please contact the NEHA-FDA RFFM Grant Program Support Team. Additionally, the FDA Retail Food Safety Specialist assigned to your geographic area is an integral part of your jurisdiction's successful completion of Retail Program Standards activities and is available to assist with your funded project.

NEHA-FDA RFFM Grant Program Support Team
retailgrants@neha.org
1-833-575-2404

FDA Retail Food Safety Specialist Contact Information
https://www.fda.gov/food/voluntary-national-retail-food-regulatory-program-standards/directory-fda-retail-food-specialists

We appreciate your ongoing commitment to achieving greater conformance with the Voluntary National Retail Food Regulatory Program Standards.

Sincerely,



David T. Dyjack, DrPH, CIH
NEHA Executive Director

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3636	457	45063	NEHA-FDA/State Revenue		(19,000)	
3636	457	51111	Salaries		7,740	
3636	457	52101	Retirement-Employer		1,061	
3636	457	52201	Medical Insurance		1,334	
3636	457	52202	Dental Insurance		415	
3636	457	52203	Vision Insurance		93	
3636	457	52205	Life Insurance		32	
3636	457	52208	Medical Insurance Admin Fee		26	
3636	457	52301	Social Security		961	
3636	457	52302	Medicare		638	
3636	457	52303	SDI		700	
3636	457	60111	Training/travel		6,000	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 3/15/24

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

2024 Track 1 Development Base
GRANT APPLICATION

Organization: Mariposa County
Grant ID: G-BDEV1-202309-04722
Status: Granted

Amount Recommended: $19,000.00
Start Date: January 1, 2024
End Date: December 31, 2024

January 1, 2024 Award Letter

Click link below to download 1-year award letter.

- Page_white_magnify Grant Award Letter (1-Year)
  GR - 1-Year Grant Award Letter
  Added at 3:23 PM on January 11, 2024

General Project Information

Organization: Mariposa County
Regulatory Jurisdiction: Local
Point of Contact (POC) Information
Name: Wendy Vittands
Phone: 209.966.2220
Email: wvittands@mariposacounty.org

Authorizing Official Verification

The **Authorizing Official** is the person in your organization who provides supervisory oversight for this grant opportunity (often an organization's Financial or Grants Management Official). Below is the **Authorizing Official** contact information we have on record for your organization. Please verify below if this information is still current and correct.

Authorizing Official (AO):	Kerri Gibbons
AO Title:	Environmental Health Director
AO Phone:	209.966.2220
AO Email Address:	kgibbons@mariposacounty.org

I verify that the information displayed above for our organization's **Authorizing Official** is current and correct.

Yes / No:
Yes

Respond to the question below to see if you are eligible to apply for the Track 1 Development Base Grant.

Eligibility Question
Do you have a current Self-Assessment of all Nine Standards (SA9)? A current SA9 is one submitted to FDA in August 2018 or later.

Y / N:
No

Congratulations! *Based on your answer to the eligibility question, you are eligible to apply for a Track 1 Development Base Grant.*

Required Outcome for a Track 1 Base Grant

Please select the required Project Outcomes for a Track 1 Development Base Grant.

For the CY 2024 grant cycle, Track 1 grantees must select "Completion of an SA9 AND a CSIP." If you already have a current SA9 (completed August 2018 or later), please close this application and apply instead for a Track 2 Development Base Grant.

You may request a fixed amount of $5,000 for completion of the CY 2024 Track 1 Development Base Grant required outcomes (completion of an SA9 and a CSIP).

Required Project Outcome:
Completion of an SA9 AND a CSIP

If you have completed an SA9 in the past, what was the date of your most recent SA9?

Date:

Mentee Optional Add-On

As part of your 1-year project, would you like to apply to be a Mentee for CY 2024, which allows you to add an additional fixed amount of $14,000 to your annual project budget? If approved, you will be matched with a Mentor jurisdiction who can help with all aspects of your Track 1 Development Base Grant project and advise you on best practices for conforming with the Retail Program Standards.

Yes / No:
Yes

Mentee Application

Jurisdiction's Mentorship Need
Describe your jurisdiction's need for mentorship in the Retail Program Standards. Please describe:

1. The kind of technical assistance you will require to complete your proposed project;
2. Challenges or barriers for your agency in making progress with the Retail Program Standards (RPS);
3. How working with a mentor will help your agency make progress in the RPS;
4. Other resources in your jurisdiction/state available to support your proposed efforts.

Mariposa County has never completed an SA9 or CSIP. We anticipate a subject matter expert will provide guidance to streamline the process. We understand this is a multiyear planning document to determine how to obtain and maintain compliance with the Retail Program Standards. We also understand CSIPs are living documents that will need to be evaluated and changed over time.

Mariposa is a rural county located just outside Yosemite National Park. We have numerous festivals with food booths, cottage food vendors, bed & breakfasts, grocery/convenience stores and restaurants all in need of food inspections. We currently have a process for conducting inspections. We anticipate the SA-9 and CSIP would be a path to formalize this process.

The Environmental Health Unit in Mariposa County has recently hired several new employees and a new Director. Our department is looking forward to building a more robust program overall. This includes the formation of working SA9 and CSIP documents.

Mentee Activities / Standards

In addition to your work on your SA9 and/or CSIP, as indicated above in the Required Outcomes section, please provide information on any additional Standards you MAY consider working on during the project year, with support from your Mentor. *Work on additional Standards as a Mentee is ENCOURAGED but NOT required.*

1. For Standards you will not work on during your 1-year project, leave the selection blank.
2. For Standards where you will achieve some, but not all elements, select **Partially Achieve**.
3. For Standards you will meet and audit by the end of the 1-year project period, select **Meet & Audit**.

Standards You Plan to Work on as a Mentee

Standard 1 - Regulatory Foundation:
Partially Achieve

Standard 2 - Trained Regulatory Staff:
Partially Achieve

Standard 3 - Inspection Program Based on HACCP Principles:
Partially Achieve

Standard 4 - Uniform Inspection Program:
Partially Achieve

Standard 5 - Foodborne Illness and Food Defense Preparedness and Response:
Partially Achieve

Standard 6 - Compliance and Enforcement:
Partially Achieve

Standard 7 - Industry and Community Relations:
Partially Achieve

Standard 8 - Program Support and Resources:
Partially Achieve

Standard 9 - Program Assessment:
Partially Achieve

Mentor General Preferences
Please list any information you would like considered when matching your agency with a mentor for the mentorship program (e.g., size of jurisdiction, location, expertise, type of agency [state, local, territorial, or tribal], etc.).

A mentor familiar with the nuances of living and working in a rural California county would be very helpful. We are starting from the beginning of the process. Mariposa County has an inspection process for retail food vendors, however, we have not completed an SA9 or CSIP in the past.

Request for a Specific Mentor
Is there a specific agency you would like to request as a mentor?

Yes / No:
No

Program Description
Please provide a brief description of your retail food regulatory program.

The food safety program in Mariposa County monitors all retail food facilities to ensure a safe and wholesome food supply for the public. The function of the program is to:

o Educate food facility owners and operators about food safety in their facilities.
o Inspect facilities for sanitation and food safety where food is eaten, processed, sold, or stored.
o Investigate complaints of suspected foodborne illness, unsanitary conditions, and other problems affecting food safety.
o Review plans for new construction or remodel of food facilities and inspect for proper construction.
o Initiate and monitor corrective actions to ensure food safety at regulated facilities
o Inform food facilities of potential impacts to their facilities such as food recall, power outages and how to maintain a safe food supply

We currently have a process for conducting inspections. We anticipate the SA9 and CSIP would be a path to formalize this process.

Number of staff in your retail food regulatory program:

Staff:
3

Number retail establishments regulated:

Regulated:
100

Types of retail establishments regulated (select all that apply):

Types Regulated:
Restaurants, Grocery Stores, Convenience Stores, School Lunch Programs, Institutional Food Service Programs, Food Trucks, Temporary Food Establishments, Cottage (Home-Prepared) Foods, Cottage (Home-Prepared) Foods

From where does your agency derive regulatory authority?

Authority:
County

Travel Restrictions
Please indicate if you have or anticipate (to the best of your knowledge at this time) travel restrictions during the mentorship program period (January 1 through December 31, 2024).

No travel restrictions are anticipated during the mentorship program.

Training Optional Add-On

Self-Assessment and Verification Audit Workshop
As part of your 1-year project, would you like to request funding to send up to two of your staff members to one or more of the CY 2024 in-person FDA Self-Assessment and Verification Audit Workshops, which allows you to add up to $7,500 to your annual project budget?

Y / N:
Yes

Self-Assessment and Verification Audit Workshop (SA VA Workshop) Attendance

SA VA Workshop Locations and Dates
Please enter the location(s) and date(s) for each in-person FDA Self Assessment and Verification Audit (SA VA) Workshop included in your SA VA Workshop funding request.

The dates for the 2024 workshops have not yet been published on the NEHA-FDA Retail Grant website. When the dates are released we will work to find the most economical travel and accommodations.

If we are chosen for this grant, we will be attending the virtual 2024 Retail Program Standards Symposium held April 16-18, 2024.

SA VA Workshop # of Personnel
Please enter the total number of staff members that are part of your funding request for in-person FDA SA VA Workshop attendance. Note that only two attendees to these workshops can be supported by this grant program.

2

SA VA Workshop Personnel Names and Titles
Please enter the name and job title for each person that will be covered by your funding request for in-person FDA SA VA Workshop attendance. If attendance at multiple workshops is requested, please specify which workshop (location and date) each person will attend.

Carolyn Coder, Senior Registered Environmental Health Specialist
Celeste Burnett, Environmental Health Assistant

Project Information

Track 1 Development Base Grant Project Title: Mariposa County SA9 & CSIP

Project Summary
Please provide a brief description of all selected outcomes of your project, which could include:

1. Required Outcome: Completion of an SA9 AND a CSIP
2. Mentee Optional Add-On
3. Training Optional Add-On

Funding from the NEHA-FDA grant would result in completion of an initial SA9 and CSIP. The mentee and training optional add-on will allow us to navigate and complete the steps with less staff time, effort and document revisions.

We understand this is a multiyear planning document to determine how to obtain and maintain compliance with the Retail Program Standards. We also understand CSIPs are living documents that will need to be evaluated and changed over time.

Project Lead
Please provide the Name and Title of your overall Project Lead (or leads) for your proposed project. **DO NOT enter any additional information here - qualifications and roles will be entered below in the Project Team Qualifications field.**

Carolyn Coder, Senior Registered Environmental Health Specialist

Project Support Team
Please provide the Names and Titles of additional members of your proposed project team. **DO NOT enter any additional information here - qualifications and roles will be entered below in the Project Team - Roles and Qualifications field.**

Celeste Burnett, Environmental Health Assistant

Project Team - Roles and Qualifications
For each project team member, please enter their name, a brief description of their specific project role, and the qualifications they bring to their project role. Be sure to include information for the Project Lead, Project Support Team members, contractors, and any other project personnel. Please be clear regarding the employment status of all personnel paid with project funds (in full or in part) - specify whether each is an employee of your organization, an employee of a partner organization, or a contractor.

Carolyn Coder, Senior Registered Environmental Health Specialist

Carolyn is an employee of Mariposa County. She has worked in the Environmental Health for 15 years and is experienced and proficient with all the programs in our unit. Carolyn regularly performs retail food inspections and conducts plan checks for new food facilities and remodels. Carolyn attends Tech Advisory Committee and FoodTAC meetings and attends professional training seminars whenever possible to keep abreast of current legislation and improve her knowledge.

Celeste Burnett, Environmental Health Assistant

Celeste is an employee of Mariposa County. Before joining our team in Environmental Health, Celeste worked for over ten years as a restaurant manager. Her overall management experience includes developing, training and directly managing the front of the house, the back of the house and the catering team. As a manager Celeste developed a strong understanding of all dining room and kitchen systems and operations. She provided direction for all servers and kitchen staff including training, safety and sanitation. She was responsible for conducting daily line checks and facility walk through to ensure proper zoning, food quality, temperatures, and sanitation were executed and maintained consistently according to Ecosure standards, local and state health codes, and federal licensing and regulatory requirements. If we are awarded this grant Celeste will be responsible for
drafting the SA9 and CSIP.

Project Start Date:
Must be a date between January 1, 2024 and December 31, 2024.
Start Date:
1/1/2024

Project End Date
Must be a date between January 1, 2024 and December 31, 2024.
End Date:
12/31/2024

In the last 5 years how many of the Retail Program Standards have you met, audited, and achieved, with paperwork submitted to and approved by FDA? Enter a number between 0 and 9.

Standards Met:
0

Project Implementation Plan

Considering the Required Outcome and Optional Add-Ons of your project, which could include:

1. *Required Outcome for a Track 1 Base Grant: Completion of an SA9 AND a CSIP*
2. *Mentee Optional Add-On*
3. *Training Optional Add-On*

Please complete the following Project Implementation Plan (PIP) fields.

Project Implementation Plan for Your Track 1 Development Base Grant
Please provide a detailed narrative of all activities required to meet your planned project outcome(s) during your 1-year project period.

Specific to this outcome:

1. Describe how you will measure progress and define measurable improvement in the Retail Program Standards (RPS).
2. Directly link your project plans with progress and improvement in meeting the RPS.

Please DO NOT include a step-by-step list of Action Steps / Tasks Required in this section; specific steps for this outcome will be entered in the next section.

Our CSIP will be based on the results of the SA9 self-assessment. The plan will address all elements not met in the self-assessment. The CSIP will include measurable improvements working towards meeting the requirements of the Standard(s) not met and maintenance of Standards in full conformance. It will also include personnel responsible for completion of the action step / task and a completion date for each task. Working with our assigned mentor we will craft our document to address the complexity and subtleties of our rural program. Our plan will be designed to incorporate our current inspection practices into a CSIP that can grow and change in the future.

Action Steps / Tasks Required
Please use numbered Action Steps (Step 1, Step 2, Step 3, etc.) to summarize the milestones you will meet to complete all of the planned outcomes for your Track 1 Development Base Grant by the end of the project period.

Step 1: Complete/update a self-assessment of all nine Standards (SA9)
Step 2: Prepare a strategy to meet all Elements we are not meeting, leading to compliance with each of the nine Standards
Step 3: Prepare a strategy to achieve the Elements that will lead to conformance with Standard 9. Depending on the results of our SA9 we may choose to perform some or all the following with future DEV and M&A Base Grants:
• complete a foodborne illness risk factor study,
• complete an evaluation of inspection data,
• develop and implement one or more intervention strategy(ies) based on a completed risk factor study,
• complete a Public Health Metric based on the use of inspection data as the foundation for a risk factor study,
• complete a Public Health Metric based on the FDA Risk Factor Study model,
• complete analysis and implementation of an intervention strategy(ies) based on the data analysis to improve public health outcomes)
Step 4: Use the Mentee program to learn about and progress through the Retail Program Standards
Step 5: Use a Training/Staff Development and Program Standards Engagement Optional Add-On Grant

Individual Lead(s)
Please list the name (or names) of the individual lead(s) who will be responsible for completing each Action Step that will ensure completion of your project plan by the end of the project period.

Carolyn Coder and Celeste Burnett will be responsible for completing each of the Action Steps throughout the project.

Target Completion Date
Must be a date between January 1, 2024 and December 31, 2024.

Date:
12/31/2024

Budget Worksheet(s) and Justification(s)

Track 1 Development Base Grant applicants only need to submit a Budget Worksheet if requesting funds for the Training Optional Add-On for in-person FDA Self-Assessment and Verification Workshop attendance. One or more Budget Worksheets should be added to itemize estimated training expenses for each person planning to attend an in-person workshop.

If you have NOT selected the Training Optional Add-On for SA VA Workshop attendance as an option, Budget Worksheets and a Budget Justification are NOT required, and you can skip to the "Requested Amount" section below.

Budget Worksheets and Justification language are NOT required for the Required Outcome for a Track 1 Base Grant (completion of a Self-Assessment of All Nine Standards AND a Comprehensive Strategic Improvement Plan), nor the Mentee Optional Add-On. Both of these outcomes are offered as fixed funding awards, based on deliverables met.

Deliverables Required for Payment of Fixed Funding Options

To receive payment for the fixed funding options included in your Track 1 Development Base Grant application, the following deliverables must be met. Payment will be based on deliverables achieved during the project year. Advance payments are still an option.

Deliverables for the Required Outcome of a Track 1 Base Grant*

- Completion of a Self-Assessment of all Nine Standards (SA9) with required paperwork submitted to your FDA Retail Food Specialist; AND completion of a Comprehensive Strategic Improvement Plan covering all nine Standards, submitted to NEHA: $5,000

Mentee Optional Add-On Deliverables*

- Achievement of the Retail Program Standards goals from your application: $8,000
- Completion of at least one site visit with your Mentor (either in your jurisdiction or theirs): $3,000
- Attendance at the required year-end Mentorship Conference led by NACCHO: $3,000

Note that expense documentation WILL NOT be required for payment of fixed award outcomes and options, and your actual spending DOES NOT need to conform to the deliverable-based payments. You are free to expend funds as determined by your unique needs, with the only requirement for payment being confirmation that each selected deliverable has been met.* ***For audit purposes, however, keep in mind that your spending must always adhere to all federal subaward grant funding rules.*

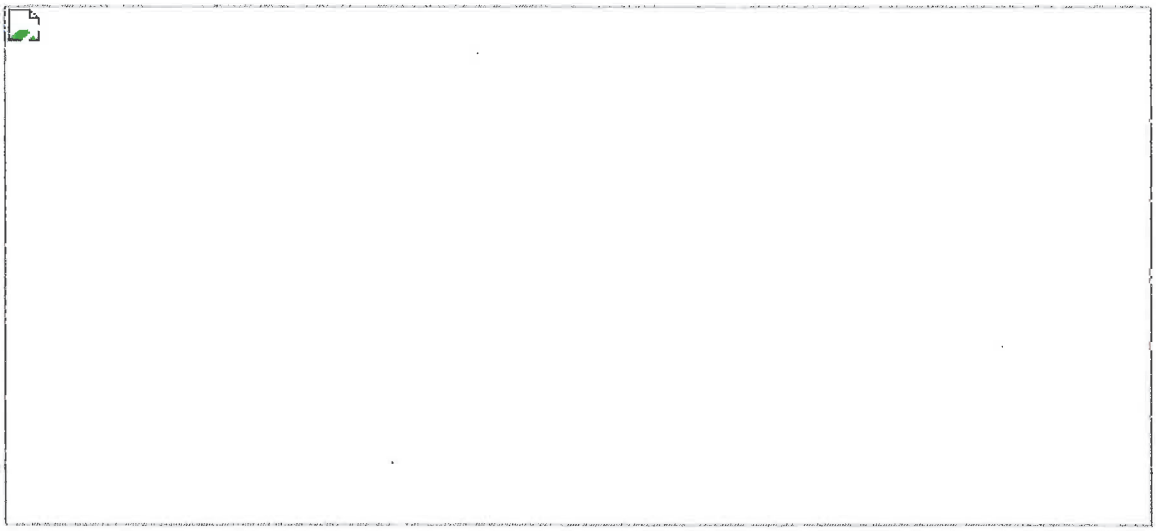
Budget Instructions

Follow the instructions below to complete your annual **SA VA Budget Worksheet(s)** if this option has been selected above.

1. Click the symbol to the right of the **Budget Worksheet** header to create a Budget Worksheet.
2. Enter a name for each Budget Worksheet (Examples: SA VA Workshop / New Orleans / 1 Attendee, etc.).
3. Enter a Start Date and an End Date.
4. Complete all lines needed to build your budget.
5. Click the **Save** button at the bottom right of the Budget Worksheet.
6. Click **Save and Continue** at the bottom of the application.
7. Repeat for each additional Budget Worksheet needed (if applicable).

Once at least one Budget Worksheet has been added and saved:

- You can open and edit any of your Budget Worksheets by hitting the  icon.
- You can delete a Budget Worksheet by using the sign.
- DO NOT CLICK the link under Budget Period--clicking this link will navigate away from the request. **If you are editing the form, your changes will be lost.**



Training Optional Add-On Budget Worksheet(s) Page_white_excel Add

Budget Period	Budget	Actual	
SA VA Training / Unknown Location(s) / 2 employees: 1/1/2024 to 12/31/2024	7,500	0	Page_edit Delete
Total	7,500	0	

Only required if the Training Optional Add-On, for attendance at a face-to-face delivery of a Self-Assessment and Verification Audit Workshop, was selected above.

Budget Justification – Training Optional Add-On Request for Funds to attend SA VA Workshop(s)
Please add sufficient detail to fully explain all of the costs, and all cost assumptions, for your Training Optional Add-On / SA VA Workshop Budget Worksheet(s).

At this time there are no training workshops posted. If selected for this grant we will have two employees attending SA VA Workshop(s) to work towards completion of an SA9 and CSIP. Attendance will allow us to navigate and complete the steps while requiring less staff time and effort. We understand this is a multiyear planning document to determine how to obtain and maintain compliance with the Retail Program Standards. We also understand CSIPs are living documents that will need to be evaluated and changed over time. Attending workshops will allow us to interact with other grant recipients to compare experiences.

Requested Amount

Please enter:

- $5,000 (fixed award) for work toward the Required Outcome for a Track 1 Base Grant.
- If selected in the application, $14,000 (fixed award) for requesting to be a Mentee for CY 2024.
- If selected in the application, up to $7,500 for funds to attend SA VA Workshop(s) for CY 2024.

Maximum Requested amount is $26,500, if all options are selected in the application.

Requested Amount:

$26,500.00

1. (7) People
2. (1) Orgs
3. Payments
4. Reports
5. (1) Grantee Budgets

6. Project Team Qualifications

- Add As Favorite
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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-176

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Second Amendment with Area 12 Agency on Aging; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Nutrition Services Budget Receiving Unanticipated Funds ($8,500) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve a Second Amendment with Area 12 Agency on Aging; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Nutrition Services Budget Receiving Unanticipated Funds ($8,500) (4/5ths Vote Required).

The original grant funding total was $101,522 with the first amendments unanticipated funds increasing funding to a new total of $120,362. With the additional unanticipated funds from the grant funding of $8,500, the Health and Humans Services Agency's new total amount is $128,363.

In accordance with the terms of the grant, funding shall be used to prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals. With the previously awarded amount of $101,522, Health and Human Services Agency (HHSA) established a cost expenditure plan to purchase several pieces of commercial grade equipment and a specialized delivery vehicle in support of the expansion of meal services to the identified desert areas within Mariposa County.

For the purpose of this resolution, the additional funding was used towards a purchase of new equipment to replace equipment that was too old to continue to repair.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 6, 2022, the Board approved the Area 12 Agency on Aging Nutrition Infrastructure Grant Agreement and Budget Action items through Res.# 2022-674, supporting the expansion of meal services to reach the county's most vulnerable and geographically isolated seniors in the communities of Coulterville, Greeley Hill, Mariposa, and Midpines.

On February 6, 2024, the Board approved the First Amendment to Standard Agreement through Resolution 2023-180.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source for the agency, which would suspend the Nutrition Infrastructure Grant.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Area 12 Agency on Aging Letter of Amendment to Nutrition Infrastructure Grant**
2. **Area 12 Agency on Aging A02 (To Be Paper Signed)**
3. **Area 12 Agency on Aging Budget Action - Wdhsignature**
4. **Nutrition Infrastructure Grant 2023 - Res. 2022-674 - EXECUTED**
5. **Area 12 Agency (A01) Infrastructure Grant - Res. 2023-180-EXECUTED**

VOTE RESULT

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

Area 12
Agency on Aging

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

Your Senior Resource Connection

DIRECT SERVICES

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

CONTRACTED SERVICES

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

April 5, 2024

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

Hello Lydia:

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

Nutrition Infrastructure Grant

Please sign both copies of the Agreement. Return one copy of the Agreement to Area 12 Agency on Aging by May 3, 2024, and retain the other copy for your files.

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

Sincerely,

Kristin Millhoff
Executive Director

Enclosures

C: Deputy Director Terri Peresan

19074 Standard Road, Suite A, Sonora, California 95370-7542
www.area12.org · 800-510-2020 · 209-532-6272 · fax 209-532-6501

DIRECT SERVICES

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

CONTRACTED SERVICES

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

AMENDED AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH & HUMAN SERVICES, ADULT & AGING SERVICES AND AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2022, through September 30, 2024, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for Nutrition Infrastructure Grant services, is hereby amended, April 4, 2024, retroactive to October 1, 2022, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for Nutrition services, shall not exceed the maximum amount of funding of $128,363.00* for approved equipment purchases.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador Calaveras, Mariposa, and Tuolumne Counties.

By: Kristin Millhoff Dated: 4-4-24
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair - Board of Supervisors, Mariposa County

**Nutrition Infrastructure Grant Funding for approved equipment purchases.*

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3341	519	45043	Area 12 Grant Revenue	CON	(8,500)	
3341	519	70211	Fixed Asset-Other Equipment	CON	8,500	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 4/18/24

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-674

MEETING: December 6, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approval of Nutrition Infrastructure Grant Agreement with Area 12 Agency

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RECOMMENDATION AND JUSTIFICATION:
Approve the Area 12 Agency on Aging (A12AA) Nutrition Infrastructure Grant Agreement in an amount not to exceed $101,522; Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents within the Agreement (as instructed by A12AA); and Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Senior Services Budget to Correspond with Agreement Amount (101,522).

In accordance to the terms of the grant, funding shall be used to prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals. With the awarded $101,522, Health and Human Services Agency (HHSA) will expend $27,036 to upgrade the kitchen equipment at the Mariposa Senior Activity Center and $74,486 to purchase a vehicle in support of home-delivered meals service.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

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

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

On November 9, 2021, the Board approved First Amendment to Standard Agreement for FY 2021-2022 through Resolution No. 2021-616.

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
HHSA would have difficulty in obtaining the funds forgone from non-approval.

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

ATTACHMENTS:
Area 12 Nutrition Infrastructure Grant - Wcsignature (PDF)
Budget Action - Senior Nutrition Infrastructure Grant (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

STANDARD AGREEMENT BETWEEN

MARIPOSA HEALTH & HUMAN SERVICES, ADULT & AGING SERVICES

As PROVIDER

5246 Spriggs Lane, Mariposa, CA 95370

NUTRITION INFRASTRUCTURE GRANT

And

AREA 12 AGENCY ON AGING

(Hereinafter Referred to as A12AA)

19074 Standard Road, Suite A, Sonora, California 95370

WITNESSETH:

1. TERM

This **AGREEMENT ("Agreement")** is made and entered into this 1st day October, 2022, by and between A12AA and Mariposa HHS, Adult & Aging Services (**"Provider"**) pursuant to the following terms and conditions.

The term of this Agreement is October 1, 2022 through December 31, 2023.

2. COMPENSATION

The maximum amount of this Agreement is $101,522.00, one hundred one thousand, five hundred twenty two dollars and no cents.

TOTAL:

Nutrition Infrastructure Grant	$101,522.00

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

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) **Mariposa County Health & Human Services, Adult & Aging Services**
BY (Authorized Signature) 11/07/22 PRINTED NAME AND TITLE OF PERSON SIGNING — DATE SIGNED JOSEPH LYNCH DIRECTOR
ADDRESS 5246 Spriggs Lane, Mariposa, CA 95338
AGENCY NAME **Area 12 Agency on Aging**
BY (Authorized Signature) — DATE SIGNED 10-28-22 PRINTED NAME AND TITLE OF PERSON SIGNING Kristin Millhoff, Executive Director
ADDRESS 19074 Standard Road, Suite A, Sonora, California 95370

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

EXHIBIT A
SCOPE OF WORK

1. AGREEMENT PARTIES:

A. This Contract Agreement is established between MARIPOSA COUNTY HEALTH & HUMAN SERVICES, ADULT & AGING SERVICES, hereinafter referred to as Provider, and AREA 12 AGENCY ON AGING (A12AA). A12AA and Provider are hereinafter collectively referred to as the Parties.

2. CONTRACT PERFORMANCE PERIOD:

A. All tasks and work performed must be completed during the grant performance period from October 1, 2022, through December 31, 2023. No invoices for work completed after December 31, 2023, will be paid.

3. CONTRACT AGREEMENT MANAGERS:

Area 12 Agency on Aging:	Provider: Mariposa HHS, Adult & Aging Services
Section: Nutrition Infrastructure Grant	
Attn: Kristin Millhoff, Executive Director	Attn: Lydia Arre, Director
Address: 19074 Standard Rd., Ste. A Sonora, CA 95370	Address: 5246 Spriggs Rd. Mariposa, CA 95338
Phone: 209-532-6272, ext. 200	Phone: 209-966-6632
Email: kristin@area12.org	Email: larre@mariposacounty.org

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

4. DEFINITIONS

As used in this Agreement, the following words shall have the following meanings:

A. Grant Scope: Items listed within Exhibit A, Scope of Work, found within this Contract Agreement.

1. Attachment 1 – Mariposa County HHS, Adult & Aging Services Grant Proposal

5. PROVIDER RESPONSIBILITIES:

A. Provider acknowledges that A12AA may make reasonable changes to its procedures and guidelines in support of this Agreement and its requirements. If A12AA makes any changes to its procedures and guidelines, A12AA agrees to notify Provider within a reasonable timeframe.

B. Provider shall complete its responsibilities outlined in Provider Scope of Work, in accordance with the time of this Agreement Performance Period set forth in Section 2 of this Grant Scope and under the terms and conditions of this Agreement.

C. Provider agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by Provider in the original application must be submitted in writing to A12AA Executive Director for **prior** approval.

D. Provider shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals, including but not limited to:

1. Production-scale commercial kitchens including commercial grade equipment such as ovens, stoves, steamers, and mixers

2. Warming, refrigeration, or freezer capacity and equipment including refrigerators and freezers, hot holding equipment, insulated food delivery bags, and steam tables

3. Food delivery vehicles including cars, trucks, vans, and temperature-controlled vehicles

4. Improvements and equipment to expand capacity for providers of meals including food/meal packing equipment, dishwashers, 3-compartment sinks, prep tables, steam tables, and salad bars

5. Refurbishments including repair or replacement of damaged wall surfaces in areas where food is prepared, packaged, stored, or served including areas where kitchenware are washed and stored

   a) Provider must verify flooring or painting is not covered under a lease prior to requesting use of infrastructure funding for this purpose and Provider must maintain documentation in case of Agreement monitoring or audit.

6. Energy efficient light fixtures in kitchen or congregate meal service areas

7. Installation costs (labor/materials) for allowable improvements and equipment

8. Furniture, including table and chairs, for congregate meal service areas and

9. Technological or data system infrastructure for monitoring client health outcome including computing devices, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, and software programs for data entry and/or monitoring of client data and health outcomes. Any computing devices must have prior A12AA approval.

E. Provider shall not use this funding to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. This includes any equipment that is permanently affixed to a building such as non-portable generators, walk-in refrigerators, and walk-in freezers.

6. A12AA RESPONSIBILITIES

A. The A12AA Executive Director will coordinate dates and information between A12AA and Provider.

B. The A12AA Executive Director shall provide all information required to the Provider.

C. The A12AA Executive Director shall communicate any additional information on Agreement requirements or revisions.

D. The A12AA Executive Director will work with Provider to answer any questions and resolve any issues regarding the work.

7. DISPUTE RESOLUTION

In the event of a dispute, Provider will discuss the problem informally with A12AA Executive Director. If unresolved, Provider shall file a written "Notice of Dispute" with the A12AA Executive Director within ten calendar (10) days of discovery of the problem. Within ten calendar (10) days of receipt, the A12AA Executive Director shall meet with Provider for purposes of resolving the dispute. Provider may bring to the attention of the JPA Board of Directors, any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time. The decision of the JPA Board of Directors shall be final. Unless otherwise instructed by the A12AA Executive Director, Provider shall continue with its responsibilities under this Agreement during any dispute.

8. AGENCY

A. In the performance of this Agreement, Provider and its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the A12AA.

B. Provider is solely responsible for all activities supported by this Agreement.

C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.

D. Provider shall not represent itself as an agent of the A12AA for any purpose and has no authority to bind the A12AA in any manner whatsoever.

9. PROMOTIONAL MATERIALS AND PUBLICATIONS

A. The Centers for Medicare and Medicaid Services (CMS), the California Department of Aging (CDA) and A12AA shall be acknowledged in all promotional materials and publications related to the funding.

1. Providers must ensure that A12AA / CDA receives full credit as the funding program and that CMS is acknowledged as the source of funds.

2. Publications and information releases about the project must credit A12AA and Home and Community Based Services. An example for an appropriate statement for a publication or project press release is:

This publication/project was supported in whole or in part by the Area 12 Agency on Aging, California Department of Aging and Centers for Medicare and Medicaid Services, and no official endorsement by the A12AA or the CDA shall be inferred.

3. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.

10. PUBLICITY OBLIGATIONS

A. Provider shall notify the A12AA Executive Director of any promotional materials or publications resulting from the award not later than five calendar (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium.

B. Copies of all promotional materials will be provided to the A12AA.

C. Provider will acknowledge A12AA, CDA, and CMS support as noted in Section 9.

D. Provider agrees that the A12AA may include information about this grant and its outcomes in its own annual reports, with specific reference to Provider, and may distribute such information to third parties.

11. COPYRIGHT

A. Provider owns and retains titles to any copyrights or copyrightable material any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).

B. Provider is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the A12AA pursuant to this section.

C. The A12AA may upload, post or transmit copyrighted material produced or purchased with grant funds on a A12AA website for public access and viewing.

12. RECORDS

A. Communications, grant related documents, data, original receipts, and invoices must be retained by Provider for seven (7) years beyond the final invoice date, and shall be made available to A12AA upon request.

B. Provider agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.

C. Provider shall maintain satisfactory financial accounts, documents, loan documents, and all other records for the project and to make them available to A12AA for inspection at reasonable times. Provider also agrees to retain such financial accounts, documents, and records for seven (7) years following project termination or issuance of final payment, whichever is later.

D. Provider shall keep such records as A12AA shall prescribe, including records which fully disclose:

1. The disposition of the proceeds of A12AA funding assistance;

2. The total cost of the project in connection with such assistance that is given or used;

3. The amount and nature of that portion of the project cost supplied by other sources; and

4. Any other such records that will facilitate an effective audit.

E. Provider agrees that A12AA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. Provider shall maintain and make available for inspection by A12AA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by Provider for at least seven (7) years following project termination or issuance of final payments whichever is later.

F. Provider shall use generally accepted accounting principles.

13. PROJECT TERMINATION

A. Project Termination refers to the non-completion of a Grant Scope. Any grant funds that have not been expended by Provider shall revert back to A12AA.

B. Provider may unilaterally rescind this Agreement at any time prior to commencement of the project. The commencement of the project means the date of the letter notifying Provider of the award or when the funds are appropriated, whichever is later. After project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing between Provider and A12AA, unless the provisions of this Agreement provide that mutual agreement is not required.

C. Failure by Provider to comply with the terms of any legislation applicable to the grant, and/or this Agreement, specified or general, that Provider has entered into with A12AA, may be cause of suspension of all obligations of A12AA until A12AA determines such failure was due to no fault of Provider. In such case, A12AA may reimburse Provider for eligible costs properly incurred in performance of this Agreement despite non-performance of the Provider. To qualify for such reimbursement, Provider agrees to mitigate its losses to the best of its ability.

D. Any breach of any term, provision, obligation or requirement of this Agreement by Provider shall be a default of this Agreement. In the case of any default by Provider, A12AA shall be entitled to all remedies available under law and equity, including, but not limited to: specific performance; return of all grant monies; payment to A12AA of the fair market value of the project property or actual sales price, whichever is higher; and payment to CDA of the costs of enforcement of this Agreement, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

E. Provider and A12AA agree that if this Grant Scope includes development, payment may not be made until the work described in this Grant Scope is complete.

14. SEVERABILITY

If any provision of this Agreement or the application thereof is invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

15. ASSIGNABILITY

Without the written consent of A12AA, Provider's interest in and responsibilities under this Agreement shall not be assignable by Provider either in whole or in part.

16. WAIVER

Any failure by a party to enforce its rights under this Agreement, in the event of a breach, shall not be construed as a waiver of said rights; and the waver of any breach under this Agreement shall not be construed as a waiver of any subsequent breach.

17. APPLICABLE LAW

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where this Agreement is entered into and place where the obligation is incurred is Tuolumne County, California.

18. AMENDMENTS

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

19. MUTUAL LIABILITY

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

20. NON-DISCRIMINATION CLAUSE

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

21. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in the performance of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

B. Property, acquired under this Agreement which meets any of the following criteria is subject to capitalization requirements. Such property must:

1. Have a normal useful life of at least 1 year;

2. Have a normal useful life of at least one (1) year and have a unit acquisition cost of at least $5000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);

3. All computing devices, regardless of cost (including but not limited to, laptops, flash drives, workstations, servers, personal digital assistants, notebook computers, tablets, smartphones, iPads and cellphones);

4. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives); and

5. Be used to conduct business under this Agreement.

C. Noncapitalized property is those items which do not meet all three requirements in Section B above.

D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

F. Provider shall request approval from A12AA following the A12AA's *Inventory Instructions, Provider Responsibilities,* when purchasing items with a per unit cost of $5000 or more, or computing devices with digital memory and storage capacity, regardless of the purchase price. The unit cost requires justification and approval from A12AA and must be included in the approved Provider Budget.

G. Provider shall keep track of property purchased with funds from this Agreement that meet the requirements whether capitalized or not. Provider shall maintain and submit to A12AA, annually with the Closeout, a current inventory of property furnished or purchased by either Provider or by A12AA for Provider with funds awarded under this Agreement or any predecessor agreement for the same purpose. Provider shall use the A12AA Provider Inventory Worksheet with authorized signature to report property to A12AA where applicable.

H. Disposal of Property

1. Prior to disposal of any property purchased by Provider with funds awarded under this Agreement or any predecessor agreement, Provider must obtain **prior** approval from A12AA for all items with a unit cost of $5000 or more regardless of the acquisition value OR computing devices with digital memory and storage capacity. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from A12AA. Provider shall follow A12AA's *Inventory Instructions, Provider Responsibilities,* and use the *Inventory Transfer/Disposal Form* provided by A12AA staff to dispose of property.

2. Provider must remove all Personal, Sensitive, or Confidential Information (PSCI), from A12AA property prior to disposal including removal or destruction of data on computing devices with digital memory and storage capacity. Since these media may require special disposition in order to mitigate the risk of unauthorized disclosure and ensure confidentiality of information, Provider follow the instructions outlined on *Certification for Computing Media Sanitation,* a document provided by A12AA and CDA. Information systems capture, process, store, and transmit information using a wide variety of media such as, but not limited to, magnetic tapes, flash drives, personal computers, workstations, PDAs (personal digital assistants), iPads, and laptops.

I. Any loss, damage, or theft of equipment shall be investigated, fully documented and Provider shall promptly notify A12AA. A12AA will notify CDA. [CFR 215.34]

J. A12AA reserves title to all A12AA and CDA purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by Federal law or regulation or as otherwise agreed by the parties.

K. Provider shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until Provider has complied with all written instructions from A12AA regarding the final disposition of the property.

L. In the event of Provider's dissolution or upon termination of this Agreement, Provider shall provide a final property inventory to A12AA. A12AA reserves the right to require Provider to transfer such property to another entity or to A12AA.

M. To exercise the above right, no later than 120 days after termination of this Agreement or notification of Provider's dissolution, A12AA will issue specific written disposition instructions to Provider.

N. Provider shall use the property for the purpose for which it was intended under Agreement. When no longer needed for that use, Provider with written approval of A12AA may use the property for other purposes in this order:

1. Another A12AA program providing the same or similar service; or

2. State or Federally-funded program.

O. Provider may share use of the property and equipment or allow use by other programs upon written approval of A12AA. As a condition of the approval, A12AA may require reimbursement under this Agreement for its use.

P. Provider shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately owned business entity.

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in Exhibit B, Budget Detail.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GRANT AWARD

A. The total amount payable to Contractor pursuant to this Agreement shall not exceed the grant award amount ONE HUNDRED ONE THOUSAND, FIVE HUNDRED TWENTY TWO DOLLARS AND NO CENTS ($101,522.00).

B. It is agreed and understood that this grant award amount is a maximum dollar amount and that A12AA will only reimburse the allowable cost of services rendered or goods purchased as authorized by A12AA at or below the grant award amount.

2. EXPENDITURE OF FUNDS

A. Provider shall expend all funds received hereunder in accordance with this Agreement.

3. ACCOUNTABILITY FOR FUNDS

A. Provider shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Provider and shall be maintained in accordance with Generally Accepted Accounting Principles.

4. FINANCIAL MANAGEMENT SYSTEMS

Provider shall meet the following standards for its financial management systems:

A. Financial Reporting.
B. Accounting Records.
C. Complete Disclosure.
D. Source Documentation.
E. Internal Control.
F. Budgetary Control.
G. Cash Management (written procedures).
H. Allowable Costs (written procedures).

5. UNEXPENDED FUNDS

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Provider shall return to the A12AA immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

6. FUNDING CONTINGENCIES

INVOICING AND PAYMENT:

A. Provider shall prepare and submit an Approved NI Inventory sheet for each item, in an electronic format to A12AA no later than the last business day of each month or as specified by A12AA. The report shall include all costs and funding sources for the month prior.

B. Payments will be made to reimburse expenditures reported.

C. A12AA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Provider, until such time as A12AA determines that the financial management standards are met.

D. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the A12AA agrees to compensate the Provider in accordance with the cost as specified in the Approved Grant Proposal (Attachment 1).

E. A12AA reserves the right to refuse payment to Provider or disallow costs for any expenditure, as determined by A12AA to be: out of compliance with this Agreement, unrelated or inappropriate to agreement activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

INSTRUCTIONS TO PROVIDER:

The A12AA shall reimburse Provider with funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the A12AA under this Agreement. The following applies to all funding within this Agreement:

A. Provider shall submit receipts, signed bill of lading or bill or sale and include a photo in an electronic format, no later than the last business day of each month unless otherwise specified by A12AA, reporting costs and funding for the month prior.

B. Payments will be made to reimburse expenditures reported. A12AA shall process and approve reported expenditures that are based upon actual, not estimated, expenditures. A12AA shall notify Provider of any disputed expenditures.

C. Provider shall submit timely expenditures to A12AA. Late expenditures may lead to delay in payment until the following month.

D. Upon written request by A12AA, Provider shall submit additional documentation or justification to support the reported expenditure.

E. Provider shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

F. If an item exceeds the budgeted amount, Provider must contact A12AA Executive Director for prior approval to exceed reimbursement for budgeted amount.

G. Provider must contact A12AA Executive Director for prior approval to exceed maximum contracted amount.

BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the A12AA shall have no liability to pay any funds whatsoever to the Provider or to furnish any other considerations under this Agreement and Provider shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program the A12AA shall have the option to either cancel this Agreement with no liability occurring to the Agency, or offer an Agreement amendment to Provider to reflect the reduced amount.

C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the Agency may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress of the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

BUDGET DETAIL:

A. At the sole discretion of the A12AA and for the purposes of accounting, the A12AA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the agreement price for the services actually rendered.

B. Travel Reimbursement: Provider shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of Provider.

EXHIBIT B, ATTACHMENT 1
PROVIDER BUDGET DISPLAY

Area 12 Agency on Aging				Contract #	NI-2223-12
				Date:	10-1-2022
Exhibit B, Attachment 1 – Budget Display					
SENIOR NUTRITION PROGRAM CAPACITY AND INFRASTRUCTURE					
		Budget Display			
	Mariposa County HHS, Adult & Aging Services				
July 1, 2022 through December, 2023					
Program	Fund Type	Project #	Baseline	Adjustment	TOTAL
Senior Nutrition Infrastructure	Older Adults' Recovery Fund - Home & Community Based Services	HNIL	$101,522	$0	$101,522
Expenditures must be reported in closeout by January 31, 2024.					

Area 12 Agency on Aging
Your Senior Resource Connection

Nutrition Infrastructure Grant Proposal
Area 12 Agency on Aging
Budget Period 2022-2023

Provider: Mariposa County Health & Human Services Agency
Mariposa County Health & Human Services is seeking to expand the senior nutrition programs, especially the Home Delivered Meals program in the underserved areas of the county. The county spans 1,449 miles of hills and mountainous areas. The low population density areas have created food deserts across the county. It is our plan to address this issue by expansion of our meal delivery to our most vulnerable and geographically communities of Midpines, Coulterville, Greeley Hill and other areas as identified.

To meet the demands of our growing program, Mariposa Health & Human Services submits proposals for the following:

Mariposa County HHS	CDA Approved List	CDA 7037
Vulcan Electric Double Oven	$11,345	
Vulcan Commercial Gas Range-6 Burner	$ 6,735	
Oliver Speedseal Packaging System	$ 3,835	
Oliver Speedseal 3-Compartment Trays	$ 2,531	
Oliver Speedseal Tabletop Labeler	$ 2,590	
Ford F-150 Hotshot Delivery Truck		$74,486
Subtotal	**$27,036**	***$74,486***

Total Requested ***101,522***

MARIPOSA COUNTY

HHS/Community Services • (209) 966-2000

RESOLUTION -ACTION REQUESTED 2023-180

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approval of Amended Nutrition Infrastructure Grant Agreement with Area 12 Agency

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RECOMMENDATION AND JUSTIFICATION:
Approve the Amended Area 12 Agency on Aging (A12AA) Nutrition Infrastructure Grant Agreement for a New Amount Not to Exceed $120,362; and Approve Budget Action Increasing Revenue and Appropriations Recognizing Unanticipated Funds from the Grant to Correspond with the Amended Agreement Amount ($18,840).

In accordance with the terms of the grant, funding shall be used to prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals. With the previously awarded amount of $101,522, Health and Human Services Agency (HHSA) established a cost expenditure plan to purchase several pieces of commercial grade equipment and a specialized delivery vehicle in support of the expansion of meal services to the identified desert areas within Mariposa County. For the purpose of this resolution, the additional funding shall be used towards the increase in equipment & vehicle costs due to inflation of the previous quotes submitted to A12AA for approval in March 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On December 6, 2022, the Board approved the Area 12 Agency on Aging Nutrition Infrastructure Grant Agreement and Budget Action items through Res.# 2022-674, supporting the expansion of meal services to reach the county's most vulnerable and geographically isolated seniors in the communities of Coulterville, Greeley Hill, Mariposa, and Midpines.

The Board has historically approved previous amended agreements with Area 12 Agency on Aging for additional units of service or the purchase of equipment with one-time only funding available through A12AA from the California Department of Aging.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Health & Human Services Agency's Senior Nutrition program would not be able to expand the nutrition program as previously identified within the County.

FINANCIAL IMPACT:

There is no impact to the General Fund.

ATTACHMENTS:
First Amendment - Nutrition Infrastructure Grant Agreement (PDF)
MT 13851 (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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3341	519	45043	Area 12 Grant C-1 Revenue	CON	(3,843)	
3341	519	45047	Area 12 Grant C-2 Revenue	CTW	(14,997)	
3341	519	70211	Other Equipment	CON	3,843	
3341	519	70211	Other Equipment	CTW	1,809	
3341	519	70411	Staff Vehicles	CTW	13,188	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE DATE 3- s - ,;i.3

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES **No.13-\00.** CLERK **DATE** 3

::SEONLY

DEPARTMENT BA#

Area 12
gencyon Aging

AJou-r± Powers AjeltCJ servi#.j du, Ul'liie-f oj
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DIRECT SERVICES

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

CONTRACTED SERVICES

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

AMENDED AGREEMENT BETWEEN
MARIPOSA COUNTY HEALTH & HUMAN SERVICES
ADULT & AGING SERVICES
AND
AREA 12 AGENCY ON AGING

Q'3-\ eo
RES. NO. -_

The Agreement originally entered into on July 1, 2022, for the term of July 1, 2022 through June 30, 2023, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for 1118 Transportation services, is hereby amended, February 2, 2023, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for 1118 Transportation services shall not exceed the maximum amount of funding of $130,100.00* for a maximum number of 5,204 units of service.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador Calaveras, Mariposa and Tuolumne Counties.

B _____ Dated: fJ 7!/--3

Contractor:
MARIPOSA GOU Y HHS, ADULT & AGING SERVICES

By: m Dated: ltff;I 1../1Jo,t3
Chair, Board of Supe • rs - Mariposa County

**This total incidfJes dollars from Area Plan baseline and American Rescue Plan Act (ARPA) funding.*

APPROVED AS TO FORM:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-177

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Agreement with Crestwood Behavioral Health, Inc. in the Amount of $85,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Crestwood Behavioral Health, Inc. in the Amount of $85,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current agreement with Crestwood Behavioral Health, Inc. was approved by Health & Human Services Agency's Pooled agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. Crestwood Behavioral Health Inc. 2025 - COB

VOTE RESULT

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

AGREEMENT FOR PSYCHIATRIC INPATIENT SERVICES

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

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of (3) Three Years, commencing on July 1, 2024 through and including June 30, 2027.

2. SERVICES

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

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $85,500, for the term of the agreement. The annual payment shall not exceed $28,500 per year based on rates as set forth in Exhibit B, "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 $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.

(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, as an additional insured, 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 as an additional insured.

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Elena Mashkevich
Executive Director of Contracts
Crestwood Behavioral Health, Inc.
520 Capitol Mall, Suite 800
Sacramento, CA 95814-4716

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

_____

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____

Elena Mashkevich, Executive Director of Contracts
Crestwood Behavioral Health, Inc.

_____

Maria Stefanou, Chief Financial Officer
Crestwood Behavioral Health, Inc.

COUNTERSIGNED:
(Government Code §25103)

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

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

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

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

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

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

CONTRACTOR agrees to prescribe 30 days supply of required medication to Mariposa County Health and Human Services Agency (HHSA) clients upon discharge from Contractor's facility.

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

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

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

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections 5328-5328.15
45 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921 et. seq.
CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours (as defined by the HITECH Act).

Exhibit B
COST PROPOSAL
CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2024

SNF/STP - IMD Designation	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**282.00**	57.00 74.00 142.00 Negotiated
SNF/STP	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	72.00 105.00 141.00 Negotiated
Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	72.00 105.00 141.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	72.00 116.00 167.00 Negotiated
SNF	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	167.00 Negotiated

* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

COST PROPOSAL

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2024

Mental Health Rehabilitation Centers	***Room and Board/Per Diem****	
Crestwood Center	Level 1	423.00
Sacramento MHRC - 1106	Level 2	384.00
NPI - 1356411656	Level 3	349.00
Crestwood Behavioral Health Ctr	Level 1	461.00
San Jose MHRC - 1107	Level 2	370.00
NPI - 1376623256	Level 3	360.00
Crestwood Behavioral Health Ctr		363.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	782.00
Bakersfield MHRC - 1115	Level 1	423.00
NPI - 1275610800	Level 2	384.00
	Level 3	347.00
	Level 1	413.00
Crestwood C.E.N.T.E.R.	Level 2	329.00
Angwin MHRC - 1116	Level 3	274.00
NPI - 1316024953		
	Level 1	537.00
Kingsburg Healing Center	Level 2	475.00
Kingsburg MHRC - 1140	Level 3	404.00
NPI – 1073989661	Bedhold**	
	Level 1	425.00
Crestwood Recovery and Rehab	Level 2	361.00
Vallejo MHRC - 1141	Level 3	319.00
NPI - 1508935834		
	Level 1	529.00
Crestwood San Diego	Level 2	453.00
San Diego MHRC - 1154	Level 3	378.00

NPI - 1295146934 Bedhold**

*****The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

**Bedhold - same as current client's level/rate

	Level 1	529.00
Crestwood Chula Vista	Level 2	453.00
Chula Vista MHRC - 1164	Level 3	378.00
NPI - 1023495181	Bedhold**	
San Francisco Healing Center		563.00
San Francisco MHRC - 1166	Bedhold**	
NPI - 1447758024		
	Level 1	529.00
Fallbrook Healing Center	Level 2	454.00
Fallbrook Healing - 1167	Level 3	378.00
NPI - 1639738297	Bedhold**	
Champion Healing Center	Level 1	588.00
Lompoc Healing Center - 1170	Level 2	498.00
NPI - 31487282273	Level 3	413.00

*****The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

**Bedhold - same as current client's level/rate

Exhibit B
COST PROPOSAL

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2024

Psychiatric Health Facilities	***Room and Board/Per Diem****	***Room and Board/Per Diem for indigent client***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	1,047.00	1,097.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	1,047.00	1,097.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1,205.00	1,255.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,065.00	1,115.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	1,128.00	1,178.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	1,125.00	1,175.00
Crestwood San Luis Obispo PHF Psych Health Facility San Luis Obispo PHF - 1171 NPI - 1629771811	1,001.32	1,051.32

* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Exhibit B
COST PROPOSAL
CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2024

Adult Residential Facilities/Social Rehabilitation Centers*	***County Supplemental Rate***
Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	240.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	182.00
Bridge Program - Bakersfield Bakersfield Bridge, Social Rehab - 1137 NPI - 1265501597	250.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	182.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	182.00
The Pathway Pleasant Hill Pathway, Social Rehab - 1144 NPI – 1578634911	237.00
Bridge Program Fresno Fresno Bridge, Social Rehab - 1145 NPI - 1093892663	239.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	182.00
Hummingbird Healing House San Diego, Social Rehab – 1168 NPI - 1992206734	230.00

Exhibit B
COST PROPOSAL
CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2024

* Room and board rate is paid by the responsible party.The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edgewood Partners Insurance Center
Two Financial Center
60 South Street, Suite 800
Boston MA 01805

License#: 0B29370

CONTACT NAME: Certificate Unit
PHONE (A/C, No, Ext): 404-781-1700 **FAX (A/C, No):**
E-MAIL ADDRESS: certificate@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Surplus Lines Insurance Co	24319
INSURER B : State Compensation Ins. Fund	35076
INSURER C : Philadelphia Indemnity Insurance Co	18058
INSURER D : Illinois Union Insurance Company	27960
INSURER E :	
INSURER F :	

INSURED
Crestwood Behavioral Health, Inc.
Helios Healthcare, LLC
520 Capitol Mall, Ste 800
Sacramento CA 95814

CRESBEH-01

COVERAGES **CERTIFICATE NUMBER:** 1376491831 **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		0312-6090	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 6,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		PHPK2634287	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			XHL G47380327 002	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		X	9350123-24	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			0312-6090	1/1/2024	1/1/2025	Each Claim Aggregate	$2,000,000 $6,000,000

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

RE: Behavioral Health/Skilled Nursing Facilities.
Sexual Misconduct coverage is provided subject to exclusions: Each Claim Limit: $2,000,000; Aggregate Limit: $6,000,000 Policy Number: 0312-6090

The County of Mariposa, its officials, employees& volunteers are included as Additional Insureds with respect to General and Auto Liability Insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions, and exclusions. Waiver of Subrogation further apples to Work Comp when required in written contract per policy provisions, conditions and exclusions.

CERTIFICATE HOLDER

County of Mariposa
P.O. Box 905
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-178

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Future of Public Health (FoPH) Grant Budget for Fiscal Year 23/24 Budget ($333,579) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Future of Public Health (FoPH) Grant Budget for Fiscal Year 23/24 Budget ($333,579) (4/5ths Vote Required).

This revenue represents unspent funding from the prior fiscal year (2022-2023) which the state recently approved that we may carry forward $333,579 to the current Fiscal Year 2023-2024. This funding was unspent in the prior year as the grant was not accepted and implemented until late in Fiscal Year 2022-2023 and therefore a large amount of the grant was unexpended.

This Budget Action will allocate $333,579 to the FoPH operating budget for software and professional services related to the Community Health Improvement Plan (CHIP), Community Health Assessment (CHA) and Workforce Development Plan (WFP) which are requirements for Public Health Accreditation.

The Future of Public Health (FoPH) Grant was created with the aim of transforming and modernizing California to be able to handle public health threats. The COVID-19 pandemic highlighted the critical role of public health systems, but also their understaffing, inadequate information technology (IT) systems, and lab capacity.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Future of Public Health (FoPH) Agreement was approved by Res# 2023-12.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County Health and Human Services Agency will not be able to utilize this rollover funding.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3533-401

ATTACHMENTS

1. FY 2324 FoPH Budget Action

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3533	401	45063	FoPH/State Revenue		(333,579)	
3533	401	60301	General Professional Servies		268,679	
3533	401	60431	Software		64,900	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE JEQ DATE 5/6/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-179

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve First Amendment with Davis Guest Home Increasing the Amount by $110,000, for a New Amount not to Exceed $560,000, for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Davis Guest Home Increasing the Amount by $110,000, for a New Amount not to Exceed $560,000, for Personalized Residential Care Services; Authorize the Board of Supervisors Chair to Sign the Amendment.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Davis Guest Home 2024 A01 (4.12V1)**
2. **Davis Guest Home 2024**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

FIRST AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE SERVICES, is made and entered into this _____ day of _____2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and DAVIS GUEST HOME, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 19, 2023, wherein Contractor agreed to provide personalized residential care 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:

3. Paragraph 3, "COMPENSATION," and Exhibit "B" are hereby amended to provide that an additional $110,000 will be added to the original amount of $450,000, making the total compensation paid to Contractor the not to exceed amount of $560,000.

Except as herein amended, the Agreement dated September 19, 2023, shall remain in full force and effect.

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

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

Form Revision Date: 02-26-24

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-513

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Davis Guest Home in the Amount of $450,000 for Personalized Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Davis Guest Home in the Amount of $450,000 for Personalized Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an agreement with Davis Guest Home on March 23, 2017 through Resolution 2017-316.

The Board of Supervisors approved first amendment to an agreement with Davis Guest Home on March 21, 2023 through Resolution 2023- 157.

The Board of Supervisors approved second amendment to an agreement with Davis Guest Home on August 8, 2023 through Resolution 2023-435.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Davis Guest Home Agreement 2024**

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VOTE RESULT

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

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AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of September, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Davis Guest Home ("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, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $450,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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(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, $3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

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

COUNTY:
County of Mariposa
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

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related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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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

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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

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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

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Lonny Davis
D58CF621603649A...

Lonny Davis
Davis Guest Home

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

A. DESCRIPTION OF SERVICES AND PROGRAM DESIGN

1. History of Organization

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

2. Mission Statement

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

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

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

3. Goals and Outcomes

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

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.

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3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

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

Educational:

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

Socialization/Group Interactions:

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

Entertainment/Recreational

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

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate

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events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by residents.

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

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

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

5. Quality Assurance Procedures

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

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

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6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers, restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. A11 of our facilities are situated near public transportation. Altogether, Davis Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

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

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

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

8. Designated Psychiatrist

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

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of

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Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

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

10. Placement Procedures

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

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

11. Emergency Services

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

13. Program Expenses

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

14. Terminating Placement

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

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15. HIPAA Compliance

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

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

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

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

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

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

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

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

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Exhibit B
COST PROPOSAL

Fiscal Year 2023-2024 Rate Sheet

Transitional Rate Program/Services:

$ 1,324.82 SSI *
$1,344.82 SSI/SSA*
$160.00 Daily Patch Rate

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,324.82 per month for a client who receives one check and $1344.82 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $800.00 daily for higher acuity, and $300.00 for private rooms. Behavioral patches may also apply and vary between $225-$300 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

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

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

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

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

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

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

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

COUNTY agrees to adhere to attached protocol regarding returning as LPS conserved Resident from Davis Guest Home to County of origin.

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

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

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

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

COUNTY agrees that if the contract is not in place by June 30st, 2023 and no agreement exists to continue payments while contract is being drafted, COUNTY will remove their clients within 14 days and Davis Guest Homes will be paid in full within 30 days (including the 14 days notification).

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2023

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 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 Phone: (510) 233-2600 Fax: (510) 235-3522
NEK INSURANCE, INC.
PO BOX 809
EL CERRITO CA 94530

Agency lie#: 0350715

CONTACT NAME: **NEK INSURANCE, INC.**
PHONE (510) 233-2600 FAX (510) 235-3522
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: KINSALE INS. CO. / **AMWINS**	
INSURER B: NATIONAL LIABILITY & FIRE INS CO/ MAVERICK	
INSURER C: NATIONAL FIRE & MARINE INS. CO./ MAVERICK	
INSURER D: HAMILTON SELECT INS. CO./ AMWINS	
INSURER E:	
INSURER F:	

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

COVERAGES CERTIFICATE NUMBER: 97341 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.

	TYPE OF INSURANCE		POLICY NUMBER			LIMITS	
A	GENERAL LIABILITY		0100145775-2	04/01/23	04/01/24	EACH OCCURRENCE	$
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CLAIMS-MADE [ ] OCCUR					MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	$ 3,000,000
	POLICY [X] PRO-JECT [ ] LOC					PRODUCTS - COMP/OP AGG	$ INCLUDED
B	AUTOMOBILE LIABILITY		73APS111042	04/01/23	04/01/24	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					BODILY INJURY (Per person)	$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE	$
							$
D	UMBRELLA LIAB	[ ] OCCUR	AMXSHS318734	04/01/23	04/01/24	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB	X CLAIMS-MADE				AGGREGATE	$ 1,000,000
	DED	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N [ ] N/A				EL EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below					EL DISEASE-EA EMPLOYEE	$
						EL DISEASE-POLICY LIMIT	$
A	PROFESSIONAL LIABILITY		0100145775-2	04/01/23	04/01/24	EACH CLAIM/AGGR	1,000,000/3,000,000
C	EXCESS AUTO LIABILITY		72XAS008667	04/01/23	04/01/24	LIABILITY LIMIT	$2,000,000

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

CERTIFICATE IS PROVIDED AS PROOF OF INSURANCE WITH RESPECT TO COVERAGES, LIMITS AND EFFECTIVE DATES AS SHOWN.

CERTIFICATE HOLDER

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

Attention:

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SCHEDULED

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100145775-2	04/01/2023 12:01AM at the Named Insured address shown on the Declarations	Davis Guest Home Inc
Additional Premium:	*Return Premium:*	
$0	$0	

This endorsement modifies insurance provided under the following:

ALLIED HEALTH GENERAL LIABILITY COVERAGE

SCHEDULE

Name and Address of Additional Insured(s):
County of Sonoma, its officers, agents, and employees, Attn: OHS - Contract & Board Item Development, 3313 Chante Rd, Santa Rosa, CA 95404
Solano County Mental Health, 275 Beck Ave, MS 5-250, Fairfield, CA 94533-6804
Santa Barbara County, 300 **N** San Antonio Rd, BLDG 3, Santa Barbara, CA 93110
County of Tuolumne Behavioral Health Department C/0 Human Services Agency, 20075 Cedar Rd **N,** Sonora, CA 95370
Mariposa County Department of Human Services, PO Box 99, Mariposa, CA 95338
San Luis Obispo County Behavioral Health Services, 2180 Johnson Ave, 2nd Floor, San Luis Obispo, CA 93401
Amador County Behavioral Health Department, 810 Court St, Jackson, CA 95642
County of Monterey, its officers, agents and employees, 1270 Natividad Rd, Salinas, CA 93906
Tehama County Health Services Agency, PO Box 400, Red Bluff, CA 96080-0400
Modoc County Mental Health Services, 411 North Main St, Alturas, CA 96101
Siskiuyou County Behavioral Health Services 2060 Campus Dr, Yreka, CA 96097-9538
Santa Cruz County Department of Mental Health, Health Services Agency, 1080 Emeline Ave, Santa Cruz, CA 95061
San Mateo County Mental Health Services, 225 W 37th Ave, San Mateo, CA 94403-4342
County of Napa, its officers, employees, agents, and volunteers, 2261 Elm St, Napa, CA 94559-3721
County of Lake Behavioral Health Department, PO Box 1024, Lucerne, CA 95458
Del Notre County Department of Health & Human Services, 880 Northcrest Dr, Crescent City, CA 95531
Merced County Department of Mental Health, PO Box 2087, Merced, CA 95344
Mendocino County Mental Health BHRS, 1120 S Dora Street, Ukiah, CA 95482
Marin County Community Mental Health Services, 20 **N** San Pedro, Suite 2028, San Rafael, CA 94903
Madera County Public Guardian Behavioral Health Services, PO Box 1288, Madera, CA 93639-1288
Lassen County Behavioral & Public Health, Mental Health Division, 555 Hospital Ln, Susanville, CA 96130
County of Colusa Department of Behavioral Health, 162 E Carson St. Suite A, Colusa, CA 95932
Humboldt County Health & Human Services, DHHS - Mental Health, 720 Wood St, Eureka, CA 95501-4482
Stanislaus County Behavioral Health & Recovery Services, 800 Scenic Dr, Modesto, CA 95350-6131
Alameda County, BHCS, Insurance Coordinator, 1900 Embarcadero, Suite 205 Oakland, CA 94606
Tulare County Health and Human Services Agency, 5957 S Mooney Blvd, Visalia, CA 93277-9394
San Joaquin County, 44 **N** San Joaquin St, Suite 540, Stockton, CA 95202
County of Placer, its officers agents, employees and volunteers, 11512 **B** Ave, Auburn, CA 95603-2605

A. **SECTION** II - **WHO IS AN INSURED** is amended to include the person or organization shown in the above Schedule as an Additional Insured, but only for the vicarious liability imposed on the Additional Insured, provided that such liability is caused by the sole negligent conduct of the "named insured" and is proximately caused by "your work" for the Additional Insured.

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However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. This coverage does not apply to "bodily injury" or "property damage":
   - **a.** Arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured;
   - **b.** To any "employee" of the "named insured" or to any obligation of the Additional Insured to indemnify another because of "damages" arising out of such injury.
2. Where there is no duty to defend the "named insured", there is no duty to defend the Additional Insured. Where there is no duty to indemnify the "named insured", there is no duty to indemnify the Additional Insured.
3. A person's or organization's status as an Additional Insured under this endorsement ends when "your work" for that Additional Insured is completed.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION** lll - **LIMITS OF INSURANCE AND DEDUCTIBLE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of claim or "suit":

1. The Additional Insured must promptly give notice of a claim which is made or a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE-ADDITIONAL INSURED:

Mariposa County Department of Human Services
PO Box 99
Mariposa, CA 95338

A. In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

1) such insurance applies only to the ownership, maintenance or use of a covered "auto"; and
2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
4) such insurance does not apply if the additional insured is subject to motor carrier insurance requirements and is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the additional insured's business and pursuant to operating rights granted to the additional insured by a public authority.

B. The insurance afforded to such additional insured:

1) Applies only to the extent permitted by law; and
2) Will not be broader than that which you are required by a contract or agreement to provide for such additional insured.

C. The most we will pay on behalf of the additional insured is the lesser of the amount of insurance:

1) That you are required by a contract or agreement to provide for such additional insured; or
2) That is available under the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions and agreements remain unchanged.

Additional Premium: $ **0**

Company Name **National Liability & Fire Insurance Company**	Policy Number **73 APS 111042** Endorsement Effective **04/01/2023 12:01 AM**
Named Insured **DAVIS GUEST HOME INC**	Countersigned by (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)

DocuSign

Certificate Of Completion

Envelope Id: BB4A4F955AA347B2A852C4F985361B38
Status: Completed
Subject: Complete with DocuSign: 23-513 - Davis Guest Home Agreement 2024v4 - Aug 23 2023.pdf
Source Envelope:
Document Pages: 22
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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

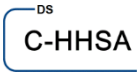
Record Tracking

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9/20/2023 1:09:21 PM
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Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/20/2023 1:12:56 PM Viewed: 9/20/2023 1:57:03 PM Signed: 9/20/2023 1:57:13 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 70.233.117.66 Signed using mobile	Sent: 9/20/2023 1:57:15 PM Viewed: 9/20/2023 2:36:43 PM Signed: 9/20/2023 2:37:03 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/20/2023 2:37:04 PM Viewed: 9/25/2023 1:31:00 PM Signed: 9/25/2023 1:31:05 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Lonny Davis unclonny2003@yahoo.com Owner/President Security Level: Email, Account Authentication (None)	DocuSigned by: Lonny Davis D58CF621603649A... Signature Adoption: Pre-selected Style Using IP Address: 47.47.76.66	Sent: 9/25/2023 1:31:07 PM Viewed: 9/25/2023 2:52:19 PM Signed: 9/25/2023 2:54:50 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 9/25/2023 2:52:19 PM ID: 474e3fba-c156-4b30-8225-59fd77fda713		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/25/2023 2:54:52 PM Viewed: 9/25/2023 2:56:17 PM Signed: 9/25/2023 2:56:26 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2023 1:12:56 PM
Certified Delivered	Security Checked	9/25/2023 2:56:17 PM
Signing Complete	Security Checked	9/25/2023 2:56:26 PM
Completed	Security Checked	9/25/2023 2:56:26 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

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

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-180

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Agreement with Alura Workforce Solutions for Direct Hire; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Alura Workforce Solutions for Direct Hire; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Alura Workforce Solutions will introduce qualified prospective candidates to Mariposa County Health and Human Services Agency for further consideration.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with Alura Workforce Solutions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and Mariposa County Health and Human Services Agency will lose a source for potential staff.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. Alura Workforce 2024

VOTE RESULT

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

ALURA
WORKFORCE SOLUTIONS

SERVICE AGREEMENT
Direct Hire

This Service Agreement (the "Agreement") is made and entered into on _____ by and between, Medsearch Financial, Inc. dba **Alura Workforce Solutions** located at 3780 Kilroy Airport Way Suite 200 Long Beach, CA 90806. (hereinafter referred to as "Agency", and **County of Mariposa, a political subdivision of the State of California** (hereinafter referred to as "Client"), located at **5300 Highway 49 North Mariposa, CA 95338.** Agency and Client shall be collectively referred to as "Parties."

In consideration of the mutual agreements hereinafter set forth, the Parties do hereby agree as follows:

1. ***Agency Responsibilities:***
    a. Abide by all applicable federal, state, and local anti-discrimination, anti-harassment, and anti-retaliation statutes and regulations to recruit, Screen (as defined below) and perform preliminary reference checks on proposed candidate(s) in accordance with the job requirements and job descriptions provided by Client, without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity or expression, age, sexual orientation, military or veteran status, or any other protected category.
        i. "Screen" shall mean that Agency shall conduct initial interviews in assessing prospective candidates' skills, credentials, employment history, and job-related qualifications.
        ii. Process reasonable and lawful preemployment screening and reference checks, as requested by Client. All actual costs incurred for such preemployment screening and reference checks shall be billed back to Client.
    b. Introduce qualified prospective candidates to Client for further consideration.
    c. Reasonably assist Client and candidate with discussions regarding mutually satisfactory terms of candidate(s) direct placement with Client.

2. ***Client's Responsibilities:***
    a. Provide Agency with an accurate job description for candidates specifying job duties, location and scope of position(s) for Agency to recruit and Screen.
    b. Provide Agency with complete and accurate compensation and benefits information offered to Client's full-time employees, including the precise compensation and benefits to be offered to candidate(s).
    c. Promptly notify Agency within two (2) business days, or otherwise as soon as practicable, in the event there are changes to the job description, including job duties and/or scope of position, compensation or benefits for any position Agency is recruiting.
    d. Review candidates submitted by Agency and respond to the submittals within two (2) business days.
    e. If Client requests or invites a candidate to visit the company and/or community pre-hire, Client will pay for all reasonable expenses incurred by the candidate for such site visits. Client agrees to negotiate reimbursable expenses directly with the candidate in advance and reimburse the candidate directly for actual expenses incurred.
    f. Provide timely post-interview feedback to Agency within five (5) business days of any candidate interview.
    g. Comply with applicable federal, state and local laws, including, but without limitation, harassment, discrimination, retaliation, workplace violence, and wage and hour laws during the candidate selection process.

i. Provide reasonable advanced notice to Agency of any job-specific wage and hour practices of Client, including but not limited to, alternative work schedules/arrangements, split shifts, shift differentials, etc., that might affect candidate placement. It shall remain Client's sole and exclusive responsibility to ensure all of its wage and hour practices affecting candidate(s) comply with any and all applicable federal, state and local laws.

3. ***Service Offerings:***
   a. ***Direct Hire*:**
   For any and all accepted candidate(s), Client shall pay to Agency a fee equal to **twenty five percent (25%)** of the accepted candidate's first year's base salary or the equivalent of the candidate's first year's wages (exclusive of bonus and/or commission) (the "Fee"). The Fee shall be due for each candidate hired and/or retained for work in any capacity by the Client, including as an employee, independent contractor or in any other capacity and regardless of whether the candidate is hired to fill the specific job position(s) the Agency recruited so long as the candidate was first introduced to Client by the Agency as set forth more fully in Paragraph 5.
      i. Agency will invoice Client for one hundred percent (100%) of the Fee once the candidate commences work for the Client.
      ii. Client's payment of invoices is due upon receipt of invoice. In the event any portion of the Fee due and payable to Agency is not paid within thirty (30) calendar days of the date on the Agency invoice, outstanding amount(s) due shall bear interest at one and one-half percent (1.5%) per month until paid in full.

4. ***Service Guarantee:***
Agency extends a ninety-day (90) day candidate retention guarantee to Client ("Retention Period"). Should an accepted candidate fail to meet objective performance expectations of Client outlined in the job description during the Retention Period, Client shall notify Agency in writing of the specific performance deficiencies.

Should an accepted candidate be terminated for any reason other than due to a layoff or Client's reorganization during the Retention Period, and only if (a) Client's has paid any Fee associated with the placement *and* (b) a replacement is requested within five (5) business days of the candidate's termination of employment, Agency agrees to recruit for and introduce qualified alternative candidates to Client for consideration in the same position at no additional Fee.

5. ***Subsequent Candidate Placement:***
Client agrees that should it, or a third party introduced to the candidate by Client, enter into a contract of employment or other employment relationship with the candidate (either verbal or written) within one (1) year from the date the candidate was first introduced to Client by Agency, then Agency shall be deemed to have performed its obligation under this Agreement and the full service fees shall be payable to Agency by Client as set forth in Paragraph 3 of this Agreement.

6. ***Standard Provisions:***
   a. Client acknowledges that Agency is an equal employment opportunity employer, and Client agrees it will not discriminate against Agency candidates on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity or expression, age, sexual orientation, military or veteran status, or any other protected category, or because an Agency candidate has or is believed to have reported or be about to report, a violation or suspected violation of any rule, regulation or law.
   b. Client shall indemnify, defend, and hold harmless the Agency and its officers, directors, owners, employees, subsidiaries, affiliates and agents from any claim, loss, penalty, judgment, or other legal liability (including attorneys' fees and costs) arising out of or related to Client's: (i) breach of this Agreement; (ii) negligent or willful acts by Client or its employees and/or agents; or (iii) violation of any applicable laws including, without

limitation, OSHA, Cal-OSHA, other federal, state, or local health and safety laws, Title VII, the California Fair Employment and Housing Act, the California Government Code, the FLSA, the California Labor Code, Industrial Wage Orders, any other federal, state or local employment laws, and immigration laws.

c. This Agreement contains the entire understanding and agreement between the Parties with respect to the matters referred to herein, and all prior agreements and understandings are superseded hereby. No other representations, covenants, undertakings, warranties, guarantees or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties. This Agreement may not be modified except as agreed to in writing by both Parties.

d. This Agreement, and the covenants and conditions contained herein, shall apply to, be binding upon, and inure to the administrators, heirs, executors, legal representatives, assignees, successors, agents and assigns of the Parties.

e. This Agreement shall be governed by the laws of the State of California. Agency and Client mutually agree that any and all disputes arising out of or relating to the performance of services contracted for under this Agreement, including but not limited to claims for breach of any contract or covenant (express or implied), tort claims, and claims for indemnification or contribution, shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, incorporated herein by this reference, or any successor thereto then prevailing. (Rule *available at* https://adr.org/sites/default/files/Commercial%20Rules.pdf.) The arbitrator shall have authority to decide gateway issues, including arbitrability. Such arbitration shall be final and binding upon the Parties and shall be the sole and exclusive remedy of the Parties. To the extent permitted by law, the prevailing party in any action arising out of or related this Agreement shall be entitled to reasonable attorneys' fees and costs. The arbitration shall take place in Orange County, California unless mutually agreed to take place in another County. Agency and Client understand that by this agreement to arbitrate all disputes, each is giving up certain procedural and substantive rights that they may have in a civil lawsuit.

   i. As an exception to this arbitration agreement, the Party asserting a claim under $25,000 (exclusive of attorneys' fees and costs), or seeking injunctive relief, may choose to pursue such claims in small claims court or other proper court instead of through arbitration.

   ii. As a further exception to this arbitration agreement, an uncontested debt collection matter and/or debt collection matters in which the demand does not exceed five thousand dollars ($5,000) will not be arbitrated unless mutually agreed to by both Parties.

   iii. To the extent that a dispute is determined not to be arbitrable under this Agreement, or is pursued outside of arbitration as permitted herein, the Parties consent to the jurisdiction of state or federal court located in the County in which the work was primarily performed.

f. Neither Party may assign or subcontract this Agreement, in whole or in part, without the prior written consent of the other Party.

g. If any provision of this Agreement will be held invalid or unenforceable for any reason the remaining provisions will continued to be valid and enforceable. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

h. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing and signed by the waiving Party to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action. No exercise or enforcement by either Party of any right or remedy under this

Agreement will preclude the enforcement by such Party of any other right or remedy under this Agreement or that such Party is entitled by law to enforce.

i. This Agreement may be executed in several counterparts, each of which will be deemed an original. A facsimile, scanned, or electronic signature shall be as legally effective as an original signature.

j. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provisions in this Agreement nor affect any of the rights or obligations of the Parties.

k. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; and (v) "includes" and" including" are not limiting.

7. ***Standard Provisions:***

   a. This Agreement shall continue for a term of 12-months from the Effective Date, unless terminated by either Party.

      i. Service fees set forth in Paragraph 3 shall remain in effect for the 12-month term. Thereafter, Agency will provide reasonable notice of any anticipated increase to the service fees.

   b. Either Party may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to the other Party, except in the event of a material breach of the Agreement, which shall only require three (3) calendar days' notice to the breaching Party to cure the breach before the non-breaching Party may terminate the Agreement.

   c. If not terminated, the Agreement may be renewed for additional 12-month terms.

IN WITNESS WHEREOF, the Parties hereby agree to the terms and conditions herein, to be executed by their respective duly authorized signatories as of the day and year shown above.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Michael Orfield, Vice President, Managing Partner Alura Workforce Solutions
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

County of Mariposa, a political subdivision of the State of California
Fee not to exceed 25% of candidates' annual salary, for each candidate referred to and hired by County of Mariposa.

MEDSFIN-01 CMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/2/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0F76001 INSURICA / CTK North American Insurance Services, LLC 1240 North Lakeview Avenue, #125 Anaheim, CA 92807	CONTACT NAME: PHONE (A/C, No, Ext): (714) 779-2000 FAX (A/C, No): (714) 779-4129 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Everest National Insurance Company — 10120
INSURED MEDSearch Financial, Inc. 3780 Kilroy Airport Way Suite 200 Long Beach, CA 90806	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	
A	X COMMERCIAL GENERAL LIABILITY			91ML002194231	11/6/2023	11/6/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						**ABUSIVE ACTS**	$ 1,000,000
A	AUTOMOBILE LIABILITY			91ML002194231	11/6/2023	11/6/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			91EX000490231	11/6/2023	11/6/2024	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Crime			91CR000991231	11/6/2023	11/6/2024	$2,500 ded.	100,000
A	Professional Liabili			91ML002194231	11/6/2023	11/6/2024	$1M occ./$2M aggre.	

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

CERTIFICATE HOLDER

County of Mariposa,
a political subdivision of the State of California
5300 Highway 49 North
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC ID : (Vensure HR) c/o Vensure HR Inc 1475 S. Price Road, Chandler, AZ 85286	**CONTACT NAME:** Colleen DeWitt **PHONE (A/C, No, Ext):** (800) 409-8958 **FAX (A/C, No):** **E-MAIL ADDRESS:** certs@vensure.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : SUNZ Insurance Company	34762
INSURED Vensure HR, Inc L/C/F Medsearch Financial Inc DBA Alura Workforce Solutions 1475 S. Price Road Chandler AZ 85286	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 10052002 **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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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 	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N / N/A		WC073-00042-024	01/01/2024	01/01/2025	☑ 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

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

Coverage provided for all leased employees but not subcontractors of: Medsearch Financial Inc DBA Alura Workforce Solutions
Client Effective: 02/13/2023

CERTIFICATE HOLDER

County of Mariposa, a political subdivision of the State of California
5300 Highway 49
North 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

Rick Leonard

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CONTINUED from April 9th, 2024, to May 7th, 2024, at 9:00 AM or soon thereafter - May 7th, 2024, was canceled; Item was moved to May 14th, 2024**

Approve First Amendment with Eloomi Increasing the Amount by $4,350 for a New Amount Not to Exceed $60,003.50 for Additional Software Authoring Tool; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

CONTINUED from April 9th, 2024, to May 7th, 2024, at 9:00 AM or soon thereafter - May 7th, 2024, was canceled; Item was moved to May 14th, 2024.

Approve First Amendment with Eloomi Increasing the Amount by $4,350 for a New Amount Not to Exceed $60,003.50 for Additional Software Authoring Tool; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County Health and Human Services Agency contracted with Eloomi to implement and integrate a cloud-based Learning management System. Now needing the Authoring Tool, in addition to the specific project objectives listed in the agreement.

There is no change to the effective dates of August 1, 2023, through July 31, 2026. The amount not to exceed will increase by $4,350.00 for a new total of $60,003.50.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the agreement on August 1, 20023 by Resolution Number 2023-410.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of this amendment will result in the reliance of an existing legacy sytem that does not meet HHSA needs.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Eloomi A-S 2024 (A01)-V1

2. Eloomi 2024-2026 - Res. 2023-410-EXECUTED

FIRST AMENDMENT TO AGREEMENT FOR SOFTWARE AS A SERVICE

THIS 1ST AMENDMENT TO AGREEMENT FOR SOFTWARE AS A SERVICE, is made and entered into this _____ day of _____2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Eloomi, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated August 1, 2023, wherein Contractor agreed to provide software as a service; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

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 2, "SERVICES," and Exhibit A are hereby amended to provide that Contractor agrees to provide the following additional services: Additional Software, Authoring Tool.

2. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $4,350.00 will be added to the original amount of $55,653.50, making the total compensation paid to Contractor the not to exceed amount of $60,003.50.

Except as herein amended, the Agreement dated August 1, 2023, shall remain in full force and effect.

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

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

CONTRACTOR

_____
Alexander Norgaard, Vice President
Eloomi A/S

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Form Revision Date: 02-26-24

Exhibit A
SCOPE OF WORK / COST PROPOSAL

This amendment pertains to the inclusion of the This amendment pertains to the inclusion of the eloomi Authoring Tool, which is in addition to the other products and services currently contracted through eloomi and spoken to in the main body of this contract.

The implementation of the eloomi Authoring tool will result in the provision of a user-friendly platform for the creation of dynamic e-learning content. This encompasses the development of custom templates and interactive modules enhanced with multimedia elements to enhance learner engagement and retention. Moreover, the tool's capacity to generate SCORM files guarantees smooth integration with eloomi and other SCORM-supportive Learning Management Systems. The deliverables also entail unlimited user access for editing, advanced features for interactive content development, and comprehensive tracking mechanisms within training sessions aimed at optimizing the learning experience."

Period	**Total Costs Per Fiscal Year**
Fiscal Year 23/24 (and remainder of FY 22/23)	$22,634.50
Fiscal Year 23/24	$18,684.5 0
Fiscal Year 23/24	$18,684.5 0
Total Costs for Contract Over Three (3) Year Period	$60,003.50

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-410

MEETING:	August 1, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve a Three Year Agreement with Eloomi for Software Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve a Three Year Agreement with Eloomi for Software Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mariposa County Health and Human Services Agency (HHSA) intends to contract with Eloomi to implement and integrate a cloud-based Learning Management System. Specific project objectives include the following:

a) Implement eloomi's Learning Management System (LMS) to centralize and streamline training and development initiatives.
b) Integrate with Oracle (importing user information)
c) Customize and configure eloomi's modules, dashboards, and workflows according to Mariposa County's requirements and business processes.
d) Train the administrators and users on eloomi's functionalities, ensuring they are equipped with the knowledge and skills to utilize the system effectively.
e) Provide post-implementation support and assistance during the stabilization phase to address any technical or operational issues while providing continual support thereafter.

The agreement will be effective August 1, 2023 through July 31, 2026. The total amount of the agreement is not to exceed $55,653.50.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with Eloomi.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of this agreement will result in the reliance of an existing legacy system that does not meet HHSA needs.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **ELoomi Agreement 2023 trhough 2026**

DS

C-HI

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VOTE RESULT

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

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eloomi A/S and Mariposa County hereby accept this agreement.

Product	Price	Units	Discount	Subtotal
Infinite Plus eloomi Platform	$61.00	250	-$3,812.50	$11,437.50
Infinite Plus Service Plan Includes all support (Customer Success Manager, Account Manager, In-Chat, hosting, maintenance...)	$3,077.00	1	$0.00	$3,077.00
eloomi API Access & Support Ongoing maintenance and support of API connections.	$2,370.00	1	$0.00	$2,370.00
Custom Integration to Oracle Initial setup/integration to oracle. One-time cost.	$5,000.00	1	$0.00	$5,000.00

Discount	**-$3,812.50**
Subtotal	**$21,884.50**
Total Year 1	**$21,884.50**

Customer Information	
Customer Name: Mariposa County	Billing Email: khanner@mariposacounty.org Kirstyn Hanner

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Customer Information	
Contact Name: Miles Menetrey	Billing Address: 5362 Lemee Lane, 95338, Mariposa, United States
Contact Email: no@no.com	Billing Frequency: Yearly
VAT No.: N/A	Billing currency: USD
Subscription Start Date: 01 Aug 2023	Hosting Location[1]: US Subscription period: 36 months

Subscription

The subscription to eloomi Infinite includes free hosting, maintenance, feature updates, and access for administrators to the in-app chat and help-articles. This agreement is regulated according to the eloomi Legal Terms in force from time to time (Terms & Conditions, Data Processing Agreement, Addendums, and Legal Notices: https://eloomi.com/legal/

[1]Hosting location only specify the chosen region in which customer data is stored. The choice of hosting location only applies to some specific services. Processing may be processed outside the chosen region.

The agreement enters in effect on the date it is signed by both parties.

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey
Mariposa County

Approved as to Legal Form:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem, County Counsel

DocuSign Envelope ID: D1055A81-8F5F-429D-94AB-24D0495EC61E

Chris McKinney
eloomi A/S

DocuSigned by:
DAEEF25256E94B6...

Chris Darwell
eloomi A/S

Per Henrik Lings Allé 4, 2100 Copenhagen, Denmark, Company No. 36699752, +45 3131 6060, www.eloomi.com

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Pricing Breakdown (36 months) & Exceptions Sheet

Period	**Total costs Per Fiscal Year**
Fiscal Year 23/24 (and remainder of FY 22/23)	$21,884.50
Fiscal Year 24/25	$16,884.50
Fiscal Year 255/26	$16,884.50
Total Costs for Contract Over Three (3) Year Period	$55,653.50

Early access granted in July (37 months for the price of 36). Billing will begin in August.

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ELOOMI TERMS AND CONDITIONS

Version 5.9 published December 15, 2022

1. ACCEPTANCE

1.1 The customer agrees to be bound by these terms when the customer has accepted the terms electronically or otherwise accepted in writing.

2 SERVICE

2.1 eloomi services are delivered as a software as a service application and based on the agreed subscription. eloomi reserves the right to continuously develop and improve its services, including their functionality in such a way as deemed appropriate or necessary by eloomi. eloomi may suspend or discontinue the customer subscribed services if critical short-term maintenance is needed or if customer balance is past due, support or service periods will be communicated to the customer on the eloomi support channels.

3 PRICING

3.1 Customer' invoice will be issued at time of contract signing or effective date. The customer can activate users within the agreed limit of users in the subscription period. Active users exceeding the agreed limit of users are automatically billed unless an extension of limit has been agreed upon in writing with eloomi. Other subscriptions than users are billed per service. In cases of subscribed to Extended Enterprise users the customer accepts those to be external users outside the customer's domain, otherwise they will be calculated as a default user.

3.2 All prices are in USD based on the subscription agreed and are exclusive of any applicable taxes, fees, levies, or duties imposed by tax authorities. eloomi reserves the right to change its prices at renewal.

3.3 Terms of payment is in advance of the commencement of the subscription period. In case of a multiyear subscription, the terms of payment are in advance of each 12 months of subscription. Invoices are due upon receipt, unless specified un writing. If payment is made through credit card services or similar transaction services, related transactions fees will be billed to the customer. For credit card payments, any upgrade in subscription or additional purchases, the credit card provided will automatically be charged the new subscription for the remainder of the subscription period, and for any downgrade in the subscription the charge will be reduced in the next subscription period from renewal, with at minimum one month's written notice before the end of the subscription period. All payments and billing are non-refundable.

3.4 In the event of late payment, eloomi may charge interest from the due date at the maximum allowed statutory rate. eloomi reserves the right to close the customer's access to the eloomi services without notice if payment has not been made on time. If the access is closed, the customer is still under an obligation to pay according to the subscription.

4 SUPPORT

4.1 If Customer experiences any errors, bugs, or other issues in its use of the Services, then eloomi will use commercially reasonable efforts to respond as soon as possible ("Support") in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the Subscription set forth on the Order Form or Master Agreement, and will only be available for administrators. Customer will send any Support requests to eloomi via email support@eloomi.com. eloomi undertakes to respond within a reasonable timeframe and no later than next business day, defined as Monday to Friday CET and EST time zones, excluding public holidays.

4.2 The service level agreement is informed on the eloomi support channels. Service plan is informed as part of the subscription. In the event of a critical defect (e.g., a main functionality does not work as intended or the platform is inaccessible) the customer can document in writing to eloomi. eloomi shall, as soon as reasonably possible, start remedying the critical defect and will communicate timing and functionality updates with the customer.

4.3 Services are provided according to international and recognized standards with a high security focus with among other audited and certified to ISAE3000 and GDPR compliant. eloomi performs 24/7/365 monitoring of services, and eloomi employees are audited and 100% compliant to the IT-Security-Policy and bound by confidentiality clauses in the employee service agreements.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 The customer acknowledges and accepts that eloomi is the owner of all rights to the eloomi software, the services used and other intellectual property rights. The subscription does not entail any reassignment of such rights but only that the customer can use such rights in compliance with the agreed terms. The customer may not duplicate, copy, or reuse any portion of the eloomi platform, services, visual design elements or concepts without express written permission from eloomi. The customer will be liable by law in case of violation. The customer may not use the service for any illegal or unauthorized purpose~~. Not~~, or in the use of the service, violate any laws (including but not limited to copyright laws). eloomi acknowledges and accepts that the customer is the owner of all rights to the customer data and content created by the customer and that this subscription does not entail any reassignment of such rights to eloomi.

5.2 eloomi can offer subscription access to third-party e-learning content providers. The customer acknowledges that eloomi is not the publisher of third-party e-learning content, and the purchase of any content subscription through eloomi and access to this content, quality, features, updates, replacements and similar, are subject to the content providers' separate terms informed on eloomi.com. Moreover, the customer acknowledges that the use of the content is not deemed to create any liability or responsibility for eloomi. Such content providers are not sub-contractors to eloomi, and the customer has the full liability regarding necessary data protection and any data processing performed by such providers under all applicable laws.

5.3 eloomi reserves the right to remove or delete any unlawful or unapproved content and any content where eloomi determines the existence of potential copyright~~write~~ infringement issues.

5.4 The customer will indemnify eloomi for any violation of section 5. INTELLECTIAL PROPERTY RIGHTS.

6 LIABILITIES

6.1 eloomi's liability for any loss or damage is limited to the sum of the customer's payments received by eloomi in the previous 12-month period of the service on which the claim is based. eloomi and its management and employees are not liable for the customer's indirect, or consequential losses. If customer utilizes the eloomi product and services in an unlawful or unintended manner, eloomi and its management and employees are not liable for the customer's direct, indirect, or consequential losses. The customer understands and agrees that the services may from time to time contain minor software bugs, as services are in ongoing development and ongoing feature updates will be provided. The customer is responsible for maintaining the security of the access and passwords. eloomi cannot and will not be liable for any loss or damage from the customer failure to comply with this security obligation. Neither Party shall be liable in case of force majeure or other circumstances beyond the parties' direct control (except for failure to pay fees), including any liability for free products and services, trials and pilot versions and non-paid subscriptions. As in section 5.2, such circumstances also cover third-party e-learning content providers and other services outside of eloomi control.

7 RIGHTS

7.1 The customer is not entitled to assign their rights and obligations under the subscription to a third-party without eloomi's acceptance unless a new assigned third-party acquires the majority of the customer and fulfils the subscription.

7.2 The customer and eloomi agree to mutual non-disclosure and confidentiality, and to keep all circumstances secret vis-a-vis any unauthorized third-party to which a party has obtained non-public and confidential knowledge about the other party or its activities because of the cooperation. The customers users with administrator rights may receive e-mails with information and can always choose preferences and unsubscribe.

8 TERMINATION

8.1 Either party may terminate the subscription at minimum one month's written notice before the end of the subscription period (Notice Period). Payments already made, including prepayments or billing, are not reimbursed in the event of termination. Both parties are obligated to fulfil the full subscription in case of termination and the customer is obligated to pay any non-billed amounts within the subscription period. On expiry of the subscription the customer has the right to export own data from the services within 20 business days after the expiry of the subscription. eloomi can, on request, export the data in standard format. After expiry of the said period, eloomi has the right to delete the customer's data, but subject to clause 10. If the subscription is not terminated withing the Notice Period, the customer accepts that eloomi will renew the same subscription regardless of whether the services are used or not. The customer is solely responsible for properly cancelling the account.

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8.2 eloomi, in its sole discretion, has the right to suspend or terminate the services at any time and without prior notice in case of fraudulent, criminal, grossly negligent or otherwise intentional misconduct, or violation of any law or regulation, in connection with the performance of the customers obligations hereunder, and/or demonstrated usage negatively impacting the performance of the services, and/or grossly negligent breach of the terms. For free versions and trials, eloomi, in its sole discretion, has the right to suspend customer access if the customer has not used the free versions and trials in a 3-month period.

9 LAW AND VENUE

9.1 Any dispute must be determined in accordance with the applicable law or jurisdiction as defined in this agreement. Customers may select Danish law, and each party submits to the jurisdiction of the District Court of Copenhagen, Denmark. United Kingdom customers can choose in accordance with the laws of England and Wales. United States customers can choose in accordance with the State of Delaware. Any dispute will be carried out in the English language.

9.2 If any part of these terms is deemed to be unlawful and invalid and thus unenforceable, this will not affect the validity and the enforcement of the remaining parts of these terms.

10 DATA PROCESSING AGREEMENT

10.1 eloomi complies with GDPR regulations and the Data Processing Agreement can be viewed at eloomi.com.

10.2 Customers agree to grant eloomi permission to use any subcontractors for eloomi products and services, and to carry out changes of subcontractors at any time.

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Statement of Work: eloomi Implementation and Integration

Project Overview:
This Statement of Work (SOW) outlines the scope of work and deliverables for the implementation and integration of eloomi, a cloud-based learning management system. The objective of this project is to successfully integrate and deploy eloomi within Mariposa County's organization, enabling efficient and effective learning management and process improvements.

Project Objectives:
The primary objectives of this project are as follows:
a) Implement eloomi's learning management system (LMS) to centralize and streamline training and development initiatives.
b) Integrate with Oracle (importing user information)
c) Customize and configure eloomi's modules, dashboards, and workflows according to Mariposa County's requirements and business processes.
d) Train the administrators and users on eloomi's functionalities, ensuring they are equipped with the knowledge and skills to utilize the system effectively.
e) Provide post-implementation support and assistance during the stabilization phase to address any technical or operational issues while providing continual support thereafter.

Project Scope:
a) Project Kickoff: Conduct an initial project kickoff meeting to introduce your onboarding and account management team (Customer Success Manager, Implementation Specialist and Account Manager), align project goals, establish communication channels, and define the roles and responsibilities of the project team members.
b) Requirements Gathering and Analysis: Collaborate with Mariposa County to gather detailed business requirements, review existing processes, and define the scope of eloomi implementation and integration.
c) System Configuration: Configure eloomi to match Mariposa County's organizational structure, including setting up user roles, permissions, and access controls, as well as customizing workflows, notifications, and reporting. This will include HRIS integration to Oracle.
d) Customization: Customize eloomi's modules, dashboards, and workflows to align with Mariposa County's branding and business processes.
e) Training and Documentation: Conduct comprehensive training sessions for administrators, providing them with the necessary knowledge and skills to effectively use eloomi. Develop user manuals and documentation to support ongoing system usage and maintenance.
f) Stabilization and Support: Provide post-implementation support during the stabilization phase, addressing any technical or operational issues that arise. Offer ongoing support options beyond the project timeline, if required.

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eloomi Standardized Process from Project and Timeline:
The project timeline will be defined in collaboration with Mariposa County, taking into consideration the complexity of the implementation and integration, the availability of resources, and any specific milestones or deadlines. The typical timeline is 4-12 weeks.

Roles and Responsibilities for Implementation:
The following roles and responsibilities will be established for the project:

- Mariposa County: Provide access to necessary resources, including data, subject matter experts, and system administrators. Collaborate in requirements gathering, testing, and training processes.
- eloomi Customer Success Manager (CSM) Team: Responsible for configuring and customizing eloomi, conducting data migration, integrating with existing systems, and providing technical expertise.
- Mariposa County Administrators and Users: Participate actively in requirements gathering, provide feedback during testing, and actively engage in training sessions.

The project will be considered successfully completed when:
eloomi is implemented and integrated according to the defined scope and requirements.
eloomi's functionalities are thoroughly tested and validated by Mariposa County.
Training sessions are conducted, and users imported into the platform.

Supporting Documents Attached Below.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-181

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve First Amendment to the California Department of Aging Access to Technology Grant to Amend the Work Performance Period from a 27-Month Performance Period to a 21-Month Performance Period, with a New End Date of September 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the California Department of Aging Access to Technology Grant to Amend the Work Performance Period from a 27-Month Performance Period to a 21-Month Performance Period, with a New End Date of September 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The current agreement with the California Department of Aging Access to Technology Grant is for a 27-month work performance period from October 1, 2022 - December 31, 2024. The Amendment would change the agreement to a 21- month work performance period from October 1, 2022 - September 30, 2024, that has been set by the California Department of Aging.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the initial California Department of Aging Access to Technology Agreement for Fiscal Year 2023-2024, Resolution 2022-673.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Amendment is not approved, the Agreement Attachment to the Grant will not refected the current work performance period.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. **CA Dept of Aging Amendment I**
2. **CA Dept of Aging - Access to Aging - 22-24 Resolution 2022-673**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

SCO ID: 4170-AT222322-A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 8 PAGES**

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
AT-2223-22	1	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTOR NAME
Mariposa County Health and Human Services Agency

2. The term of this Agreement is:

START DATE
10/01/2022

THROUGH END DATE
09/30/2024

3. The maximum amount of this Agreement after this Amendment is:
$ 154,492.00 One Hundred Fifty Four Thousand Four Hundred Ninety Two and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This amendment shortens the contract term by three months, to September 30, 2024.

B. Grant Agreement Exhibit A, Section 2.A, Grant Performance Period, is hereby amended to read: All work performed must be completed during the grant performance period from October 1, 2022, through **September 30, 2024**. No expenditure reports for work completed after **September 30, 2024,** will be paid.

C. Grant Agreement Exhibit B, Section 5.D.2, Budget Detail, is hereby amended to read: Grantee must submit a final monthly expenditure report following the end of the program period and no later than October 31, 2024.

D. Exhibit C has been replaced in its entirety, and attached hereto.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Mariposa County Health and Human Services Agency

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5362 Lemee Lane	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Miles Menetrey	Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2880 Gateway Oaks Drive, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Nate Gillen	Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	SCM Vol. 1, 4.04 A.4

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL

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

2. ASSIGNMENT

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

3. GOVERNING LAW

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

4. STATE AND FEDERAL LAW

It is the responsibility of the Grantee to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Grantee shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. GRANTEE COMMITMENTS

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

6. PERFORMANCE AND ASSURANCES

The Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. AGENCY

A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.

B. The Grantee is solely responsible for all activities supported by the Grant.

C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.

D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

8. MUTUAL LIABILITY

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

9. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

10. CONTRACTORS/CONSULTANTS

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

11. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Grantee and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Grantee and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The

Grantee must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

12. EXCISE TAX

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

13. DISPUTES

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

14. DISPUTE RESOLUTION

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at dhcl@aging.ca.gov. The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

15. RIGHT TO TERMINATE

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDA, CDA must pay all responsible costs and non-cancellable obligations incurred by the Grantee as of the date of termination.

16. TERMINATION FOR CAUSE

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDA shall reimburse the Grantee for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

17. FORCE MAJEURE

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

18. SUSPENSION OF PAYMENTS

Reimbursement under this Agreement may be suspended or terminated, or both, and Grantee may be subject to debarment if CDA determines that Grantee has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and emailed to CDA, Legal Office at Legal@CDA.ca.gov.

19. BREACH PROVISIONS

The Grantee may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDA shall provide in writing a Notice of Breach to the Grantee within ten (10) calendar days upon discovery of breach. Grantee shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Grantee fails to cure the breach within the time prescribed by this Agreement, CDA may do any of the following:

A. Suspend payments;

B. Demand repayment of all funding;

C. Terminate the Agreement; or

D. Take any other action deemed necessary to recover costs.

If CDA determines that Grantee is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Agreement, and if Grantee does not remedy any such failure in a reasonable manner, CDA may withhold all or any portion of the grant funding and take any other action that CDA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Grantee and CDA notifies Grantee of its decision not to release funds that have been withheld pursuant to Exhibit C, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDA may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by CDA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

20. PUBLIC INFORMATION & EDUCATION

Public Education and Information (PE&I) falls into two categories:

- Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
- Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. **The State of California and CDA do NOT allow grant funds to be used for this purpose.**

Grantees that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, grantees that use non-federal or state funds to produce PE&I materials must receive written approval from the CDA Office of Communications to use any CDA logo. Grantees should allow a minimum of 10 business days for approval. Contact the CDA Office of Communications at communications@aging.ca.gov with any logo approval requests.

Grantees should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the grantee and CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video, and audio). CDA reserves the right to use materials developed by the grantee and/or contractor.

Inclusion of the CDA logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications at to communications@aging.ca.gov.

21. ADVERTISING & PUBLIC RELATIONS

A grantee must coordinate all media and kick-off events with the CDA Office of Communications.

All press releases discussing the kick-off of a grant and/or grant-funded activity or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of the CDA logo or mention of CDA in materials. The grantee should email all materials needing approval (a draft press release, a proof showing CDA logo placement, etc.) to communications@aging.ca.gov at least 14 days before the announcement or event and copy the appropriate CDA Program Coordinator.

Grant funds may be used to purchase paid advertising (i.e., television, radio, cinema, Internet, print, outdoor). However, special reporting documents are required, and costs must be displayed as a separate "paid media" line item in the grant budget. Additionally, federally funded public service announcements (PSAs) or video materials intended for television broadcast must be closed captioned. A grantee should contact the CDA Office of Communications for more information on paid advertising.

22. COPYRIGHTS/TRADEMARKS

CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
- Any rights of copyright/trademark to which a grantee or contractor purchases ownership with grant funds.

23. SCOPE OF WORK AND BUDGET CHANGES

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

24. REPORTING REQUIREMENTS

The Grantee agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

25. EQUIPMENT

Purchase of equipment not included in the approved Budget requires prior approval.

26. CLOSEOUT

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

27. CONFIDENTIAL AND PUBLIC RECORDS

The Grantee and CDA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDA has the sole authority to determine whether the information is exempt from public release. If

CDA deems the data exempt, it shall maintain such information as confidential and notify the Grantee of any requests for release of the information.

28. PROPERTY DAMAGE CLAIMS PROCESS

Should a property owner claim damages arising under, related to or involving this Agreement, the Grantee shall forward the property owner's written request for compensation to the CDA Agreement Manager. The written request shall be fully supported by factual information. The Deputy Director or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDA's decision, the property owner may file a claim with the California Department of General Services.

29. AMENDMENTS

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

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement sand restrictions of this paragraph.

30. COPYRIGHT

A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).

B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.

C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

31. RECORDS

A. Communications, grant related documents, data, original receipts, and monthly expenditure reports must be maintained by the Grantee and shall be made available to CDA upon request.

B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.

C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents, and records for five years following project termination or issuance of final payment, whichever is later.

D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:

   i. The disposition of the proceeds of CDA funding assistance;

   ii. The total cost of the project in connection with such assistance that is given or used;

   iii. The amount and nature of that portion of the project cost supplied by other sources; and

   iv. Any other such records that will facilitate an effective audit.

E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.

F. The Grantee shall use a generally accepted accounting system as outlined within the Grant Procedures Manual.

32. SEVERABLILITY

If any provision of this Agreement or the application thereof is invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

33. APPLICABLE LAW

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-673

MEETING: December 6, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve California Department of Aging Access to Technology Grant Program (ATT)

RECOMMENDATION AND JUSTIFICATION:
Approve a Two Year Agreement with California Department of Aging for funding to the Access to Technology (ATT) program in an amount not to exceed $154,492; authorize the Board of Supervisors Chair to sign the agreement; and Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Senior Services Budget to Correspond with Agreement Amount ($154,492).

The ATT program is a 27-month program (October 1, 2022 - December 31, 2024) to meet the needs of diverse older adults and adults with disabilities to connect older adults and adults with disabilities to technology to help reduce isolation, increase connections, and enhance self-confidence. Grant funds appropriated for this pilot program are non-competitive and have been provided to 41 county human services departments (hereinafter known as "grantee") that have requested to participate in this program.

Under this program, Mariposa County Health and Human Services Agency (HHSA) may use funds for the following activities that include:

1. Purchase and provision of technology, which may include, but is not limited to, laptops, tablets, and smartphones, to older adults and adults with disabilities.

2. Arranging for reliable internet access (via service plans) to older adults and adults with disabilities.

3. Broadband infrastructure improvements (telecommunications equipment, technologies, routers, fiber optic lines, etc.)

4. Developing or arranging for education and training of older adults and adults with disabilities on the use of technology.

5. Conducting outreach about the program.

6. Administration of the program, including data collection and reporting (not to exceed 10% of the total grant award).

HHSA recognizes the importance of human connectivity within social and cultural settings and the meaningfulness of being able to talk and socialize with someone at anytime, anywhere. The ability to participate in the Access to Technology program will give Mariposa County Health & Human Services Agency the capacity to provide a bridge across the digital divide to our senior and disabled adult populations, alleviating feelings of depression, loneliness, and social isolation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors does not have a prior history with the California Department of Aging for this purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, Mariposa County runs the risk of being deficient in technology infrastructure for our clients, and we will forego $154,492 in new state funding.

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

ATTACHMENTS:
Mariposa County ATT Agreement_#AT-2223-22 (PDF)
Budget Action - ATT Grant (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

CALIFORNIA DEPARTMENT OF AGING
Business Management Bureau
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
www.aging.ca.gov
TEL 916-931-1929
TTY1-800-735-2929

January 3, 2023

County of Mariposa\
Health and Human Services Agency
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338
Attn: Beth Alexander

Subject: Access to Technology Grant Program AT-2223-22 Executed Grant Agreement

Dear Ms. Alexander:

Enclosed is a fully executed Access to Technology Grant Program Agreement Number AT-2223-22 for the total amount of $154,492.

If you have any questions, please contact me at (916) 884-0917, or james.spencer@aging.ca.gov.

Thank you,

James Spencer

James Spencer, Grant Specialist
Business Management Bureau
California Department of Aging

Enclosure: Fully executed agreement AT-2223-22

RES. NO. 22-673

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

SCO ID: 4170-AT222322

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
AT-2223-22	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTOR NAME
Mariposa County Health and Human Services Agency

2. The term of this Agreement is:

START DATE
10/01/2022

THROUGH END DATE
12/31/2024

3. The maximum amount of this Agreement is:
$154,492 One hundred fifty-four thousand four hundred ninety-two and 00/100 dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A, Attachment 1	Grant Proposal	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B, Attachment 1	Contractor's Detailed Budget	6
Exhibit C	General Terms & Conditions	8

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5362 LEMEE LANE P.O. BOX 99	MARIPOSA	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
ROSEMARIE SMALLCOMBE	CHAIR, BOARD OF SUPERVISORS

CONTRACTOR AUTHORIZED SIGNATURE — DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2880 Gateway Oaks Drive, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Nate Gillen	Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE — DATE SIGNED
12/21/22

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL — EXEMPTION (If Applicable)
SCM Vol. 1, 4.04 A.4

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

EXHIBIT A
SCOPE OF WORK

1. GRANT AGREEMENT PARTIES:

A. Mariposa County Health and Human Services Agency, hereafter referred to as Grantee, and the California Department of Aging (referred to as CDA, or Grantor, or the State) (each a Party, and collectively the Parties) enter into this agreement (Agreement) to provide services under the Access to Technology (ATT) Program administered by the California Department of Aging as detailed pursuant to the terms and conditions of this Agreement below.

2. GRANT PERFORMANCE PERIOD:

A. All work performed must be completed during the grant performance period from October 1, 2022 through December 31, 2024. No expenditure reports for work completed after December 31, 2024 will be paid.

3. GRANT AGREEMENT MANAGERS:

A. The Grant Agreement Managers during the term of this Agreement shall be:

State:	Department of Aging	Grantee:
Section/Unit:	Home and Community Living	Section/Unit:
Attention:	Brian T. Carter Contract Manager	Attention:
Address:	2880 Gateway Oaks Drive, Ste 200 Sacramento, CA 95833	Address:
Phone:	(916) 928-4669	Phone:
Email:	brian.carter@aging.ca.gov	Email:

Either Party may make changes to the contact names or information above by giving written notice to the other Party. Said changes shall not require an amendment to this Agreement.

4. BACKGROUND

Governor Newsom issued Executive Order (EO) N-73-20 to improve broadband speed and access in California, including improving download speeds for all Californians and to bridge the digital divide for two million Californians who lack broadband access. The EO specifies older adults as a priority population, particularly during the COVID-19 pandemic, as older adults are more vulnerable to COVID-19, are continuing to shelter in-place and may be experiencing reduced interactions with other people and their communities. This has led to increased risks of loneliness and isolation for older adults with potentially negative outcomes to mental and physical health. The EO is also in alignment with goal three of Governor's Newsom's Master Plan on Aging that prioritizes addressing the digital divide that directly impacts older adults.

In 2021, the Governor signed Assembly Bill (AB) 135 into law, which added Welfare & Institutions Code (WIC) section 9104, which required the California Department of Aging (CDA) to create the Access to Technology (ATT) program. This ATT program provides all

include, but not be limited to, client satisfaction surveys, a narrative of lessons learned and success stories. CDA will withhold reimbursement of the final monthly expenditure report until receipt and approval of the final report.

2. Grantee shall submit monthly expenditure reports and quarterly programmatic reports as required by CDA.

3. Grantee must be willing to participate in program evaluation efforts to be conducted by CDA or its designated representative at the end of the program period. The evaluation may include a brief survey, interviews, collecting sample success stories and documenting lessons learned.

6. Approvals

A. The Grantee shall obtain CDA's prior written approval of Grantee's program description as stated in sections 5 above, prior to the Grantee performing the required services as outlined in this agreement.

B. All approvals, orders for correction, or disapprovals from the CDA shall be in writing. If the CDA rejects a program description, Grantee shall make required corrections within the time frame required by the CDA.

7. CDA Responsibilities

A. CDA Grant Agreement Manager shall provide guidance, information, and access to CDA staff as required by the Grantee to provide services under this Agreement.

B. CDA shall approve the program description and other deliverables mentioned herein in a timely manner.

c. Behavioral Health's Adult System of Care, and Wellness Center
d. Mariposa County Public Health Clinics
e. Leveraging the agency's Information and Referral warm-line to provide direct connection to designated staff within the Senior Services program

4) List any non-County programs your County will be leveraging to provide ATT program services (if any):

Mariposa County HHSA will be leveraging our partnerships with our Area Agency on Aging, our community-based non-profit Alliance for Community Transformation, and our Tribal partners of the MiWu-Mati Healing Center, and the Native Solutions Center.
Mariposa Health & Humans Services Agency will also leverage our partnership with the Motherlode Job Connection and the Mariposa County Library system that currently provide free computer/smartphone educational classes to adults and seniors. HHSA will also leverage our Elder Empowerment Coalition members to help with digital device training of identified clients that are home-bound and/or unable to attend group technology trainings.

5) Did you include supporting documents that demonstrate aligned initiatives and commitments in supporting language and cultural diversity? (Yes/No) Yes

Section III

1) The minimum allocation for the ATT program is $100,000. If your county desires an amount that is less than $100,000, please enter the desired amount here (please enter whole numbers only):

$N/A

2) This is a monthly reimbursement program. Do you agree to bill CDA monthly to be reimbursed for ATT program expenditures? (Yes/No) Yes

3) Budget Attached – (Yes/No): Yes

Section IV

1) Please check boxes below to indicate which ATT program services your County will provide to ATT program participants:

✓	Providing technology, which may include, but is not limited to, laptops, tablets, and smartphones, to older adults and adults with disabilities.
✓	Arranging for reliable internet access (via service plans) to older adults and adults with disabilities.
	Broadband infrastructure improvements (telecommunications equipment, technologies, routers, fiber optic lines, etc.)
✓	Developing or arranging for education and training of older adults and adults with disabilities on the use of technology.
✓	Conducting outreach about the program.
	Other – Not specifically stated above

Page 2 of 3

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. GRANT AWARD

A. The total amount payable to Grantee pursuant to this Agreement shall not exceed the grant award amount of $154,492.00.

B. It is agreed and understood that this grant award amount is a ceiling and that CDA will only reimburse the allowable cost of services rendered or goods purchased as authorized by CDA at or below the grant award amount.

2. EXPENDITURE OF FUNDS

A. The Grantee shall expend all funds received hereunder in accordance with this Agreement.

B. The Grantee agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. ACCOUNTABILITY FOR FUNDS

A. The Grantee shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Grantee, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.

4. FINANCIAL MANAGEMENT SYSTEMS

The Grantee shall meet the following standards for its financial management systems.:

A. Financial Reporting.

B. Accounting Records.

C. Complete Disclosure.

D. Source Documentation.

E. Internal Control.

F. Budgetary Control.

G. Cash Management (written procedures).

H. Allowable Costs (written procedures).

5. FUNDING CONTINGENCIES

2. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

3. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.

4. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

C. PROMPT PAYMENT CLAUSE:

1. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

D. BUDGET DETAIL:

1. At the sole discretion of the CDA and for the purposes of accounting, the CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

2. Grantee must submit a final monthly expenditure report within 30 calendar days following the end of the program period and no later than January 31, 2025.

3. Travel Reimbursement:

   The Grantee shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of the Contractor.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
ACCESS TO TECHNOLOGY PROGRAM BUDGET
CDA 3003 (NEW 06/2022)

ACCESS TO TECHNOLOGY PROGRAM: ADMINISTRATION

CONTRACT #:	AT- 2223 22						
Budget Period:	10/01/2022-12/31/2024	**Original:**	☑	**Revision #:**	**Date:**	08/19/2022	**County:** 22

Personnel Costs			
Position Classification	Annual FTE Wage Rate	FTE % of Time Worked	Total
Program Specialist I	59,013	10.0%	$ 5,901
Program Assistant II	50,068	10.0%	$ 5,007
		0.0%	$ 0
		0.0%	$ 0
		0.0%	$ 0
		0.0%	$ 0
		0.0%	$ 0
		0.0%	$ 0
		0.0%	$ 0
		Total Salaries & Wages:	$ 10,908
		Staff Benefits:	$ 4,541
		Total Personnel:	$ 15,449
Operating Expenses			
Rent			
Equipment/Property (Items may require CDA approval)			
Supplies			
Travel (Describe):			
Consultant Costs			
Training			
Purchased Access to Technology Program Services			
Other Costs (Describe):			
		Total Operating Expenses:	$ 0
Indirect Administration (maximum 10% of Modified Total Direct Costs):			
Access To Technology Program- Administration Budget Total:			$ 15,449

Items that require CDA approval, per Standard Agreement exhibits, must be itemized on the Equipment/Property Budgeted pages (5 & 6)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
ACCESS TO TECHNOLOGY PROGRAM BUDGET
CDA 3003 (NEW 06/2022)

ACCESS TO TECHNOLOGY PROGRAM: SUBCONTRACTOR SERVICES

CONTRACT #:	AT- 2223 22					
Budget Period: 10/01/2022-12/31/2024	**Original:** ✓	**Revision #:**		**Date:** 08/19/2022	**County:** 22	

Subcontractor	HCBS Fund
Name:	$ 0
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Name:	
Address:	
Phone#:	
Contact:	
Access To Technology Program-Subcontractor Services Total:	$ 0

Budgeted Contracted expenses from all funding sources

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
ACCESS TO TECHNOLOGY PROGRAM BUDGET
CDA 3003 (NEW 06/2022)

ACCESS TO TECHNOLOGY PROGRAM: EQUIPMENT/PROPERTY BUDGETED (cont.)

Instructions:

- List the projected Equipment/Property purchases anticipated for the term of the Standard Agreement.
- Equipment/Property, costing more than $5000 per unit or any computing devices, regardless of cost must be included on the list.
- **Note:** A desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit.

Item Description	Item Quantity	Per Unit Cost	Total Cost
Subcontractor Equipment/Property (pg. 4)			
N/A			$ 0
			$ 0
			$ 0
			$ 0
			$ 0
			$ 0
Subcontractor Equipment Total:			$ 0
Access To Technology Program- Equipment/Property Budgeted Total:			$ 47,375

Signature is required. Type or print name, title, and date below.

Signature	Full Name	Title	Date
	Terri Peresan	Deputy Director Adult & Aging	08/19/2022

C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.

D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

8. MUTUAL LIABILITY

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

9. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

10. CONTRACTORS/CONSULTANTS

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

11. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Grantee and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Grantee and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The

17. FORCE MAJEURE

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

18. SUSPENSION OF PAYMENTS

Reimbursement under this Agreement may be suspended or terminated, or both, and Grantee may be subject to debarment if CDA determines that Grantee has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and emailed to CDA, Legal Office at Legal@CDA.ca.gov.

19. BREACH PROVISIONS

The Grantee may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDA shall provide in writing a Notice of Breach to the Grantee within ten (10) calendar days upon discovery of breach. Grantee shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Grantee fails to cure the breach within the time prescribed by this Agreement, CDA may do any of the following:

A. Suspend payments;

B. Demand repayment of all funding;

C. Terminate the Agreement; or

D. Take any other action deemed necessary to recover costs.

If CDA determines that Grantee is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Agreement, and if Grantee does not remedy any such failure in a reasonable manner, CDA may withhold all or any portion of the grant funding and take any other action that CDA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Grantee and CDA notifies Grantee of its decision not to release funds that have been withheld pursuant to Exhibit C, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDA may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

The Grantee and CDA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDA has the sole authority to determine whether the information is exempt from public release. If CDA deems the data exempt, it shall maintain such information as confidential and notify the Grantee of any requests for release of the information.

27. PROPERTY DAMAGE CLAIMS PROCESS

Should a property owner claim damages arising under, related to or involving this Agreement, the Grantee shall forward the property owner's written request for compensation to the CDA Agreement Manager. The written request shall be fully supported by factual information. The Deputy Director or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDA's decision, the property owner may file a claim with the California Department of General Services.

28. AMENDMENTS

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

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement sand restrictions of this paragraph.

29. COPYRIGHT

A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).

B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.

C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

30. RECORDS

parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-182

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve First Amendment with the County of Calaveras and County of Mariposa for Implementing the Joint Exercise of Powers (JPA) Agreement for the Economic Opportunity Act of 1964; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with the County of Calaveras and County of Mariposa for Implementing the Joint Exercise of Powers (JPA) Agreement for the Economic Opportunity Act of 1964; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Community Services Block Grant Program and Community Action Agencies were made possible by the passage of the Community Services Block Grant Act of 1981, 42 U.S.C. 9901 et. Seq. The purpose of this amendment is to allow the Counties of Calaveras and Mariposa to exercise their common powers to plan, conduct, administer, and evaluate a Community Action Program as a multi-county public Community Action Agency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 28, 1991, Calaveras and Mariposa Counties entered into a Joint Powers Agreement to create the two-county Calaveras-Mariposa Community Action Agency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Health and Human Services Agency will not have sufficient access to the multi-county resources adequate to serve its combined low-income residents.

FINANCIAL IMPACT

There is no impact to the General Fund

ATTACHMENTS

1. **Revised Calaveras Mariposa JPA A01_3-27-24-V2**
2. **CMJPA Joint Powers Agreement 1991**
3. **Calaveras Mariposa JPA A01_RedLine**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

FIRST AMENDED JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE COUNTIES OF CALAVERAS AND MARIPOSA
CREATING A COMMUNITY ACTION AGENCY
FOR THE PURPOSE OF IMPLEMENTING
THE ECONOMIC OPPORTUNITY ACT OF 1964

This First Amended Joint Exercise of Powers Agreement ("Agreement") hereby replaces, in its entirety, any and all previous versions, including the Joint Powers Agreement entered into between County of Calaveras and County of Mariposa on May 28, 1991.

This Agreement is made and entered into this _____ day of_____ by and between the Counties of Calaveras and Mariposa, political subdivisions of the State of California.

WHEREAS, the Community Services Block Grant Program and Community Action Agencies were made possible by the passage of the Community Services Block Grant Act of 1981, 42 U.S.C. 9901 et. Seq.; and

WHEREAS, Government Code § 12750 et. seq. describes how California counties may participate in the Community Action Program to use federal funding to provide assistance and self-help resources to their low-income residents; and

WHEREAS, Government Code § 12750 allows for a multi-county Community Acton Agency; and

WHEREAS, on May 28, 1991, Calaveras and Mariposa Counties entered into a Joint Powers Agreement to create the two-county Calaveras-Mariposa Community Action Agency and wish to maintain this partnership so that the Agency retains its ability to access resources adequate to serve its combined low-income residents; and

WHEREAS, Calaveras and Mariposa Counties continue to deem it necessary and proper to create a separate public entity by way of a joint exercise of powers agreement as authorized by Gov. Code §6500 et. seq.; and

WHEREAS, the Calaveras and Mariposa Counties wish to amend their Joint Powers Agreement so that it better reflects their current practices as a Community Action Agency;

NOW THEREFORE, the parties do hereby agree as follows:

1. PURPOSE OF JPA AGREEMENT. The purpose of this agreement is to allow the Counties of Calaveras and Mariposa (hereinafter "Members") to exercise their common powers to plan, conduct, administer, and evaluate a Community Action Program as a multi-county public Community Action Agency.
2. PURPOSE OF COMMUNITY ACTION AGENCY. As required by Gov Code § 12754, a Community Action Agency shall perform, at a minimum, the following functions:
    a. Planning systematically for and evaluating the program, including actions to develop information as to the problems and causes of poverty in the community, determine how much and how effectively assistance is being provided to deal with those problems and causes, and establish priorities among projects, activities, and areas as needed for the best and most efficient use of resources.

b. Encouraging agencies engaged in activities related to the community action program to plan for, secure, and administer assistance available under this chapter or from other sources on a common or cooperative basis; providing planning or technical assistance to those agencies; and generally, in cooperation with community agencies and officials, undertaking actions to improve existing efforts to overcome poverty.
c. Initiating and sponsoring projects responsive to needs of the individuals or families with low-incomes that are not otherwise being met.
d. Establishing effective procedures by which the individuals or families with low-incomes and area residents concerned will be enabled to influence the character of programs affecting their interests, providing for their regular participation in the implementation of those programs, and providing technical and other support needed to enable the individuals or families with low-incomes and neighborhood groups to secure on their own behalf available assistance from public and private sources.
e. Joining with and encouraging business, labor, and other private groups and organizations to undertake, together with public officials and agencies, activities, in support of the community action program that will result in the additional use of private resources and capabilities, with a view to activities such as developing new employment opportunities, stimulating investment that will have a measurable impact in reducing poverty among residents of areas of concentrated poverty, and providing methods by which residents of those areas can work with private groups, firms, and institutions in seeking solutions to problems of common concern.

3. RESPONSIBILITIES OF COMMUNITY ACTION AGENCY. As required by Gov. Code § 12756, the Members acknowledge that every Community Action Agency has a fundamental responsibility to encourage, assist, and strengthen the ability of the individuals or families with low-incomes in the areas served by the community action agency to play major roles in the organization; program planning; goal setting; determination of priorities; decisions concerning budgeting and financial management; key decisions concerning hiring of personnel, selection criteria, personnel policies, and career development programs; and evaluation of programs affecting their lives. The fundamental responsibility of the community action agency includes all of the following:
    a. Seeking and bringing about ways to improve its own effectiveness as a channel through which the individuals or families with low-incomes, local government, and private groups can communicate, plan, and act together in partnership. In that partnership, the individuals or families with low-incomes shall have a strong voice or role, both directly and through representatives whom they have chosen.
    b. Providing the representatives of the individuals or families with low-incomes serving on the tripartite board of the community action agency with the tools and the support, including guidance, training, and staff assistance, that will permit them to participate meaningfully in the affairs of the community action agency, and in all of its programs and subcontractor agencies.
    c. Encouraging the development of effective local organizations established and controlled by residents of low-income neighborhoods and areas. Community action agencies are expected to provide training, technical assistance, and staff resources to enable the

individuals or families with low-incomes to develop, administer, and participate effectively in local area programs and to enter into the broader community discussion of problems and solutions relating to poverty.

d. Providing employment for individuals or families with low-incomes in all phases of the community action program.
e. Continually ensuring that subcontractor agencies involve individuals or families with low-incomes in the planning, conduct, and evaluation of subcontracted programs.
f. Working for the acceptance by other public and private agencies and organizations serving the community of effective and growing involvement of the individuals or families with low-incomes in the planning, conduct, and evaluation of all activities that affect them and their inclusion in career jobs in the agencies.

4. CERTIFICATION. Each Member certifies that it is a public agency (as defined in Government Code §6500 et. seq.) that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title I of the Government Code (commencing with § 6500).

5. FORMATION OF SEPARATE ENTITY. Pursuant to the Joint Exercise of Powers Act, the Members hereby form and establish a public entity to be known as the Calaveras-Mariposa Community Action Agency ("CMCAA") which will function in accordance with this Agreement. The CMCAA will be a public entity separate from its Members. The CMCAA shall comply with all provisions of the Joint Exercise of Powers Act and shall be responsible for administration of this Agreement.

6. TRIPARTITE BOARD/JPA GOVERNNANCE. As required by Gov. Code §12750 and state regulations, the CMCAA shall be governed by a tripartite board, herein referred to as "the CMCAA Board". Composition of the Board shall be detailed in the JPA Bylaws and aligned with Gov. Code §12750, §12751, and applicable state regulations.

7. POWERS AS A COMMUNITY ACTION AGENCY. As authorized by Gov Code §12752.1, the CMCAA Board shall have all of the powers that may be delegated to a tripartite board as follows:

    a. If a political subdivision or local government is designated as a community action agency, it shall do all of the following:
        i. Establish a tripartite advisory or administering board to provide input to the political subdivision or local government regarding the activities of the community action agency.
        ii. Share with its tripartite board the determination of the community action agency s program plans and priorities.
        iii. Provide for the participation of the tripartite board in the selection of the executive director of the community action agency, unless prohibited by local law, city charter, or civil service procedure.

    b. The political subdivision or local government may, consistent with general and local law, delegate any or all of the following powers to the tripartite board:

i. To determine its own rules and procedures and to select its own officers and executive committee.
ii. To determine, subject to the ratification of designating officials, the community action agency s major personnel, organizational, fiscal, and program policies.
iii. To approve, subject to the ratification of designating officials, all program proposals, budgets and subcontractor agreements.
iv. To oversee the extent and the quality of the participation of the poor in the programs of the community action agency.

8. POWERS AS A JOINT POWERS AUTHORITY. The CMCAA Board shall have the power to make and enter into contracts; to acquire, construct, manage, maintain or operate any building, works or improvements; to acquire, hold or dispose of property; to incur debts, liabilities and obligations; to sue and be sued in its own name; and to perform any other act necessary to implement the Community Services Block Grant Act of 1981 as well as other funding source requirements. The CMCAA shall not, however, acquire property or incur debts, liabilities, or obligations of any kind without first complying with the applicable requirements of the California Joint Exercise of Powers Act (Gov. Code §6500 et. seq.). The CMCAA's debts liabilities, and obligations shall be its own and not those of either of its Members.

9. OFFICERS AND REGULATIONS. Every other year the Board shall elect a chairperson, vice-chairperson, secretary and such other officers as it deems necessary from among its members.

10. EMPLOYEES. The Members do not anticipate that the CMCAA will have any employees. However, the CMCAA may provide that any employee of a Member, with the express approval of that Member, may be an ex officio employee of the CMCAA, and shall perform, unless otherwise provided by the Board, the same various duties for the CMCAA as for his or her other employer in order to carry out this Agreement.

11. QUORUM/MAJORITY VOTE. A majority of the members of the CMCAA Board shall constitute a quorum for the transaction of business, but no action of the CMCAA Board shall be effective without the concurrence of a majority of the entire Board.

12. MEETINGS. The CMCAA Board shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of the government Code (the "Ralph M. Brown Act" commencing at § 54950), and any subsequent amendments of these provisions. Regular meetings of the community action board shall be held at least once per quarter at a predetermined time, date, and location accessible to the public.

13. CONFLICT OF INTEREST. The CMCAA Board shall adopt, adhere to, and regularly review a Conflict of Interest Code as required under the Political Reform Act of 1974 (Gov. Code § 81000 et. seq.).

14. ADOPTION OF POLICIES & PROCEDURES. As required by Gov. code §12753, the CMCAA Board shall adopt policies and procedures:

a. To provide a continuing and effective mechanism for securing broad community involvement in programs assisted under this act and for ensuring that all groups or elements represented on the tripartite board have a full and fair opportunity to participate in decisions affecting those programs; and
b. To establish a mechanism under which community agencies and representative groups of the individuals or families with low-incomes that feel themselves inadequately represented on the tripartite board may petition for adequate representation.

In the event of a conflict between this Agreement and any policies, procedures, or bylaws, the provisions of this Agreement shall govern.

15. EXECUTIVE ADMINISTRATION & STAFFING. Calaveras County, through its Health and Human Services Agency, and in compliance with all requirements of a Community Action Agency, shall at all times provide an employee familiar with the administration of a Community Action Agency to serve, through appointment by the CMCAA Board as Executive Director of the CMCAA. The Executive Director shall be the CMCAA's chief executive responsible for day-to-day administration of the CMCAA and their programs. The CMCAA shall be responsible to pay the full cost to Calaveras County of providing an employee to serve as the CMCAA's Executive Director. The CMCAA Director shall serve as the administrator of the CMCAA for purposes of the Joint Exercise of Powers Act and the keeper and custodian of its records.

    Should the CMCAA Board, through the budgetary process, decide additional support staffing is necessary to grow and/or maintain the CMCAA administration and programs, Calaveras County, through its Health and Human Services Agency shall be authorized to hire the additional staff needed.

16. FISCAL ADMINISTRATION.
    a. Calaveras County, through its Health and Human Services Agency, and in compliance with all requirements of a Community Action Agency, shall provide fiscal administration services to the CMCAA in exchange for reimbursement of the actual time spent by staff. The amount of reimbursement will be authorized annually through the budgetary process. Fiscal administration services shall include the performance of any accounting, reporting, bonding, or auditing requirements that apply to this Agreement under the Joint Exercise of Powers Act (Gov. Code §6500 et. seq.) and under the federal and state laws and regulations governing the finances and accounting practices of a Community Action Agency. Full books and accounts shall be maintained for the CMCAA in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. The books and records of the CMCAA shall be open to the inspection by the Members at all reasonable times. Calaveras County shall perform the "Auditor" and "Treasurer" functions described in Government Code §§ 6505, 6505.1, and 6505.5.
    b. The elected Auditor and Treasurer of Calaveras County shall perform the "Auditor" and "Treasurer" functions described in Government Code §§ 6505, 6505.1, and 6505.5. The Auditor may require the CMCAA to retain the services of a certified public accountant to perform some of the "Auditor" functions on his/her behalf.

17. GRANT FUNDING. The CMCAA shall be responsible to budget for and distribute the grant funding it receives to administer its programs in accordance with the requirements of the funding source, and the Executive Director and fiscal administration staff shall be responsible for all required administrative and management tasks and shall strictly account for all funds and compile, prepare, and submit all required reports of receipts, expenditures, and disbursements.

18. COUNSEL. The CMCAA's primary counsel shall be Calaveras County Counsel. However, utilization of Community Action Program Legal Services, Inc. (CAPLAW) or a similarly experienced attorney who can advise the CMCAA concerning its compliance with applicable federal laws and regulations related to the Community Services Block Grant and Community Action Agencies, is authorized.
    a. Calaveras County Counsel shall provide primary counsel services to the CMCAA in exchange for reimbursement of the actual time spent by its staff. The amount of reimbursement will be authorized annually through the budgetary process.

19. EFFECTIVE DATE/TERMINATION. This Agreement shall become effective as of the date of execution and shall remain in place until one or more of the following events occurs:
    a. The designation of CMCAA as a Community Action Agency is rescinded by the state or federal government;
    b. The CMCAA ceases to be funded by either the federal or state government; or
    c. This agreement is terminated by one of its Members. Notice of termination under this subsection shall be given at least ninety (90) days in advance and shall be deemed to have been given five days after **all** of the following actions have been taken:
        i. At least one Member County's Board of Supervisors takes action to terminate this Agreement;
        ii. A representative of the Member County that elected to terminate the Agreement sends the CMCAA Executive Director notification by email, sent to the email address listed in Section 20 (NOTICES), that its Board of Supervisors has elected to terminate the Agreement; and
        iii. A representative of the Member County deposits in the United States mail written notice, sent to the Member's mailing address listed in Section 20, that its Board of Supervisors has elected to terminate the Agreement.

20. NOTICES. The notice of termination described in Section 16, and all other notices required under this Agreement, shall be sent to the Members and the Executive Director using the following contact information, which may be changed from time to time by sending written notice to the other Member and the Executive Director without requiring a formal amendment to this Agreement:
    a. Calaveras County: Cori Allen, Director of Health and Human Services Agency, 509 East Saint Charles Street, San Andreas, CA 95249 callen@co.calaveras.ca.us
    b. Mariposa County: Joe Lynch, Director Health and Human Services Agency, P.O. Box 99, Mariposa, CA 95338 jlyncy@mariposacounty.org
    c. CMCAA Executive Director: Staci Johnston, 509 East Saint Charles Street, San Andreas, CA 95249 sjohnston@co.calaveras.ca.us

21. CONTRIBUTIONS. The Members may, but shall not be required to, contribute money, office space, furnishings, equipment, supplies, or services as they deem appropriate; provided however, that the Members shall divide and contribute the match required by any federal grant it might receive in the proportion that its population bears to the total population served by the Agency, using the latest population estimates of the State Department of Finance to determine population.

22. DISPOSITION OF ASSETS UPON TERMINATION. Upon the effective date of termination of this Agreement, any surplus funds on hand shall be returned to the Members in proportion to the contributions made—and in compliance with all applicable federal and state laws and regulations. Any equipment, furniture or furnishings which can be identified as having been contributed by any one Member shall be transferred to and become the property of that Member. Any other property of the CMCAA shall be converted to cash and distributed among the Members in proportion to the Member's respective contributions to the CMCAA.

23. INSURANCE. The CMCAA shall maintain Worker's Compensation (should it hire employees), general liability, property damage, and vehicle insurance in an amount as specified in the contract/agreement with the State Department of Economic Opportunity. In addition, a fidelity bond shall be maintained in accordance with the above-referenced contract/agreement.

24. INDEMNIFICATION.
    a. The CMCAA shall indemnify, defend, protect, hold harmless, and release its Members, and their agents, officers, representatives, volunteers and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs), including death or injury to any person and/or damage to property arising out of the activities of the CMCAA, or its agents, officers, representatives, volunteers and employees under this Agreement. This indemnity provision shall survive the Agreement.
    b. To the extent any third party claim or cause of action is permitted to go forward related to this Agreement against either or both Members in their individual capacities, the Members shall indemnify, defend, protect, hold harmless, and release the other, its agents, officers, representatives, volunteers and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnity provision shall survive the Agreement.

25. AMENDMENTS. This Agreement may be amended from time to time by a unanimous vote of its Members.

26. BINDING ON SUCCESSORS. The rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation

shall be consistent with the terms of any contracts, resolutions, grants, funding agreements, indemnities and other obligations of the CMCAA then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

27. COUNTERPARTS. This Agreement may be executed by the members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

28. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of California unless any such law is in clear and direct conflict with an applicable federal law.

29. SEVERABILITY. If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the members that the remainder of the Agreement shall not be affected thereby.

30. HEADINGS. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement.

31. CONSTRUCTION AND INTERPRETATION. This Agreement has been arrived at through negotiation and each member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting member shall not apply in the construction or interpretation of this Agreement.

32. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Members.

Remainder of Page Left Intentionally Blank – Signature Page to Follow

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on the day and year set opposite the name of the parties:

County of Mariposa:

By _____ Date _____
Miles Menetrey, Chair
Board of Supervisors, County of Mariposa

Approved as to Legal Form:

By_____
Steven W. Dahlem, County Counsel

Countersigned:

By_____
Government Code §25103
Danielle Bondshu
Clerk of the Board

County of Calaveras:

By_____ Date _____
John "Jack" Garamendi, Chair
Board of Supervisors

Approved as to Legal Form:

By_____
County Counsel

Attest:

By_____
Clerk to the Board of Supervisors
County of Calaveras

FILE COPY

JOINT POWERS AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of May, 1991, by and between the County of Calaveras ("Calaveras") and the County of Mariposa ("Mariposa").

WHEREAS, the Counties of Calaveras and Mariposa desire to create a two-county Community Action Agency pursuant to Title 42, Public Health and Welfare Code, 1986-7 of the United States, and Chapter 9, Division 3, Title 2 of the Government Code of the State of California regarding the Community Services Block Grant Program as administered by the State Department of Economic Opportunity;

WHEREAS, Calaveras and Mariposa desire to create a two-county public Community Action Agency to develop and provide a effective local program designed to assess and meet the needs of the low income community to facilitate self-sufficiency;

WHEREAS, Calaveras and Mariposa desire to create a joint tripartite administrative Community Action Board ("CMCAB") of equal representation as authorized by Government Code Section 12752.1; and,

WHEREAS, the Community Action Agency shall be a public entity governed by the Calaveras-Mariposa Joint Powers Authority ("CMJPA").

NOW, THEREFORE, IT IS AGREED by and between the County of Calaveras and the County of Mariposa that the CMJPA is hereby formed pursuant to the terms of this Agreement:

I) TASKS/RESPONSIBILITIES OF THE BOARDS OF SUPERVISORS

(A) Calaveras County shall, through the Board of Supervisors, be responsible for the implementation of the following:

(1) Appoint two initial and subsequent members of the Board of Supervisors to the CMJPA;

(2) Approve initial and future revisions to the rules, regulations, policies, and procedures of the CMJPA;

(B) Mariposa County shall, through the Board of Supervisors and the Mariposa County Housing and Community Development Agency, be responsible for the implementation of the following:

(1) Appoint two initial and subsequent members of the Board of Supervisors to the CMJPA;

(2) Approve initial and future revisions of the rules, regulations, policies, and procedures of the CMJPA;

II) COMPOSITION AND RESPONSIBILITIES OF THE CALAVERAS-MARIPOSA JOINT POWERS AUTHORITY (CMJPA)

(A) The CMJPA governing board shall consist of four members: two members of the Calaveras County Board of Supervisors and two members of the Mariposa County Board of Supervisors.

(B) CMJPA shall be responsible for the following:

(1) Appoint, in accordance with Government Code Section 12725 et. seq. and Chapter 1, Title 22 of the California Administrative Code, twelve (12) members to the Calaveras-Mariposa Community Action Board (CMCAB): four (4) members who are elected officials, currently holding office, or their representatives; four (4) members who are officials or members of business, industry, labor, religious, welfare, education, or other major groups in the community; and, four (4) members chosen in accordance with democratic selection procedures to assure that the members represent the poor. The four members of the CMJPA, or their designates, may serve as the "public" members of the CMCAB.

(2) Administer, monitor, and regulate CMCAA activities and programs.

(3) Approve or recommend revisions to the Annual Local Plan developed by the CMCAB.

(4) Authorize the CMCAB to execute appropriate contracts, agreements, and other related documents.

(5) Adopt rules, regulations, policies, and procedures for operation.

(6) Approve By-Laws, rules, policies, and procedures as developed by the CMCAB.

(7) Select the Executive Director after consultations with the CMCAB.

(8) Appoint, pursuant to Government Code Section 6505, an auditor or treasurer. The appointment shall be the elected Auditor of the County that is the lead or administrative agency pursuant to Section IV)A) of this JPA.

III) RESPONSIBILITIES OF THE CALAVERAS-MARIPOSA COMMUNITY ACTION BOARD

(A) Provide input and direction regarding Community Action Agency priorities, plans, and activities to the CMJPA.

(B) Participate with the CMJPA in the selection of the Executive Director and other related personnel activities.

(C) Develop the annual CMCAA Local Plan.

(D) Execute contracts, reports, etc. as authorized by the CMJPA.

(E) Develop By-Laws or related rules, policies, and procedures for operation.

(F) Provide direction, management assistance, and related services to the Lead Administrative Agency and operation of the CMCAA.

IV) ADMINISTRATION

(A) The Mariposa County Housing and Community Development Agency shall be the lead agency of the two-County Community Action Agency for the first three (3) years of operation. At the end of three (3) years, Calaveras County shall designate the lead agency for a term of three (3) years.

(B) The Lead Agency shall be responsible for the compilation, preparation, and submittal of all required reports, maintenance of consolidated fiscal and programmatic records, and required administrative and management tasks.

(C) The Lead Agency shall charge the CMCAA an amount not to exceed $25,000.00 to perform general administrative activities.

(D) Base Community Services Block Grant funds, defined as that amount remaining after subtracting Lead Agency administration, shall be distributed as follows:

The ratio of total population as determined by the most recent figures published by the California Department of Finance.

V) INSURANCE AND INDEMNIFICATION

The County of Calaveras, the County of Mariposa, its officers, employees, or agents, shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done by a County under, or in connection with any work, authority, or jurisdiction delegated to either of the counties pursuant to this Agreement. It is also agreed, pursuant to Government Code Section 895.4, that each County shall fully indemnify and hold each other harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring for any reason in connection with any work, authority, or jurisdiction delegated to either County pursuant to this Agreement.

CMCAA and CMJPA shall indemnify and hold harmless from any cost, loss, or expense the County of Calaveras and the County of Mariposa.

The CMCAA shall maintain Worker's Compensation, general liability, property damage, and vehicle insurance in an amount as specified in the contract/agreement with the State Department of Economic Opportunity. In addition, fidelity bond shall be maintained in accordance with the above-referenced contract/agreement.

VI) TERM AND TERMINATION

Either County may terminate this Agreement for cause with 90 days written notice. This Agreement is automatically terminated if the Community Services Block Grant or related funding is terminated by the State or Federal Government.

Chairman, Calaveras County
Board of Supervisors

Chairman, Mariposa County
Board of Supervisors

ATTEST: Calaveras County
Clerk of the Board

ATTEST: Mariposa County
Clerk of the Board

County Counsel, Calaveras Co.

County Counsel, Mariposa Co.

The foregoing instrument is a correct copy
of the original on file in this office.
ATTEST: November 5, 2010
MARGIE WILLIAMS
Clerk of the Board of Supervisors of the County
of Mariposa, State of California
by Stacy Dunthin Deputy

FIRST AMENDED JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE COUNTIES OF CALAVERAS AND MARIPOSA
CREATING A COMMUNITY ACTION AGENCY
FOR THE PURPOSE OF IMPLEMENTING
THE ECONOMIC OPPORTUNITY ACT OF 1964

This First Amended Joint Exercise of Powers Agreement ("Agreement") hereby replaces, in its entirety, any and all previous versions, including the Joint Powers Agreement entered into between County of Calaveras and County of Mariposa on May 28, 1991.

This Agreement is made and entered into this _____ day of_____ by and between the Counties of Calaveras and Mariposa, political subdivisions of the State of California.

WHEREAS, the Community Services Block Grant Program and Community Action Agencies were made possible by the passage of the Community Services Block Grant Act of 1981, 42 U.S.C. 9901 et. Seq.; and

WHEREAS, Government Code § 12750 et. seq. describes how California counties may participate in the Community Action Program to use federal funding to provide assistance and self-help resources to their low-income residents; and

WHEREAS, Government Code § 12750 allows for a multi-county Community Acton Agency; and

WHEREAS, on May 28, 1991, Calaveras and Mariposa Counties entered into a Joint Powers Agreement to create the two-county Calaveras-Mariposa Community Action Agency and wish to maintain this partnership so that the Agency retains its ability to access resources adequate to serve its combined low-income residents; and

WHEREAS, Calaveras and Mariposa Counties continue to deem it necessary and proper to create a separate public entity by way of a joint exercise of powers agreement as authorized by Gov. Code §6500 et. seq.; and

WHEREAS, the Calaveras and Mariposa Counties wish to amend their Joint Powers Agreement so that it better reflects their current practices as a Community Action Agency;

NOW THEREFORE, the parties do hereby agree as follows:

1. PURPOSE OF JPA AGREEMENT. The purpose of this agreement is to allow the Counties of Calaveras and Mariposa (hereinafter "Members") to exercise their common powers to plan, conduct, administer, and evaluate a Community Action Program as a multi-county public Community Action Agency.
2. PURPOSE OF COMMUNITY ACTION AGENCY. As required by Gov Code § 12754, a Community Action Agency shall perform, at a minimum, the following functions:
    a. Planning systematically for and evaluating the program, including actions to develop information as to the problems and causes of poverty in the community, determine how much and how effectively assistance is being provided to deal with those problems and causes, and establish priorities among projects, activities, and areas as needed for the best and most efficient use of resources.

b. Encouraging agencies engaged in activities related to the community action program to plan for, secure, and administer assistance available under this chapter or from other sources on a common or cooperative basis; providing planning or technical assistance to those agencies; and generally, in cooperation with community agencies and officials, undertaking actions to improve existing efforts to overcome poverty.
c. Initiating and sponsoring projects responsive to needs of the individuals or families with low-incomes that are not otherwise being met.
d. Establishing effective procedures by which the individuals or families with low-incomes and area residents concerned will be enabled to influence the character of programs affecting their interests, providing for their regular participation in the implementation of those programs, and providing technical and other support needed to enable the individuals or families with low-incomes and neighborhood groups to secure on their own behalf available assistance from public and private sources.
e. Joining with and encouraging business, labor, and other private groups and organizations to undertake, together with public officials and agencies, activities, in support of the community action program that will result in the additional use of private resources and capabilities, with a view to activities such as developing new employment opportunities, stimulating investment that will have a measurable impact in reducing poverty among residents of areas of concentrated poverty, and providing methods by which residents of those areas can work with private groups, firms, and institutions in seeking solutions to problems of common concern.

3. RESPONSIBILITIES OF COMMUNITY ACTION AGENCY. As required by Gov. Code § 12756, the Members acknowledge that every Community Action Agency has a fundamental responsibility to encourage, assist, and strengthen the ability of the individuals or families with low-incomes in the areas served by the community action agency to play major roles in the organization; program planning; goal setting; determination of priorities; decisions concerning budgeting and financial management; key decisions concerning hiring of personnel, selection criteria, personnel policies, and career development programs; and evaluation of programs affecting their lives. The fundamental responsibility of the community action agency includes all of the following:
    a. Seeking and bringing about ways to improve its own effectiveness as a channel through which the individuals or families with low-incomes, local government, and private groups can communicate, plan, and act together in partnership. In that partnership, the individuals or families with low-incomes shall have a strong voice or role, both directly and through representatives whom they have chosen.
    b. Providing the representatives of the individuals or families with low-incomes serving on the tripartite board of the community action agency with the tools and the support, including guidance, training, and staff assistance, that will permit them to participate meaningfully in the affairs of the community action agency, and in all of its programs and subcontractor agencies.
    c. Encouraging the development of effective local organizations established and controlled by residents of low-income neighborhoods and areas. Community action agencies are expected to provide training, technical assistance, and staff resources to enable the

individuals or families with low-incomes to develop, administer, and participate effectively in local area programs and to enter into the broader community discussion of problems and solutions relating to poverty.

d. Providing employment for individuals or families with low-incomes in all phases of the community action program.
e. Continually ensuring that subcontractor agencies involve individuals or families with low-incomes in the planning, conduct, and evaluation of subcontracted programs.
f. Working for the acceptance by other public and private agencies and organizations serving the community of effective and growing involvement of the individuals or families with low-incomes in the planning, conduct, and evaluation of all activities that affect them and their inclusion in career jobs in the agencies.

4. CERTIFICATION. Each Member certifies that it is a public agency (as defined in Government Code §6500 et. seq.) that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title I of the Government Code (commencing with § 6500).

5. FORMATION OF SEPARATE ENTITY. Pursuant to the Joint Exercise of Powers Act, the Members hereby form and establish a public entity to be known as the Calaveras-Mariposa Community Action Agency ("CMCAA") which will function in accordance with this Agreement. The CMCAA will be a public entity separate from its Members. The CMCAA shall comply with all provisions of the Joint Exercise of Powers Act and shall be responsible for administration of this Agreement.

6. TRIPARTITE BOARD/JPA GOVERNNANCE. As required by Gov. Code §12750 and state regulations, the CMCAA shall be governed by a tripartite board, herein referred to as "the CMCAA Board". Composition of the Board shall be detailed in the JPA Bylaws and aligned with Gov. Code §12750, §12751, and applicable state regulations.

7. POWERS AS A COMMUNITY ACTION AGENCY. As authorized by Gov Code §12752.1, the CMCAA Board shall have all of the powers that may be delegated to a tripartite board as follows:

    a. If a political subdivision or local government is designated as a community action agency, it shall do all of the following:
        i. Establish a tripartite advisory or administering board to provide input to the political subdivision or local government regarding the activities of the community action agency.
        ii. Share with its tripartite board the determination of the community action agency s program plans and priorities.
        iii. Provide for the participation of the tripartite board in the selection of the executive director of the community action agency, unless prohibited by local law, city charter, or civil service procedure.

    b. The political subdivision or local government may, consistent with general and local law, delegate any or all of the following powers to the tripartite board:

i. To determine its own rules and procedures and to select its own officers and executive committee.
ii. To determine, subject to the ratification of designating officials, the community action agency s major personnel, organizational, fiscal, and program policies.
iii. To approve, subject to the ratification of designating officials, all program proposals, budgets and subcontractor agreements.
iv. To oversee the extent and the quality of the participation of the poor in the programs of the community action agency.

8. POWERS AS A JOINT POWERS AUTHORITY. The CMCAA Board shall have the power to make and enter into contracts; to acquire, construct, manage, maintain or operate any building, works or improvements; to acquire, hold or dispose of property; to incur debts, liabilities and obligations; to sue and be sued in its own name; and to perform any other act necessary to implement the Community Services Block Grant Act of 1981 as well as other funding source requirements. The CMCAA shall not, however, acquire property or incur debts, liabilities, or obligations of any kind without first complying with the applicable requirements of the California Joint Exercise of Powers Act (Gov. Code §6500 et. seq.). The CMCAA's debts liabilities, and obligations shall be its own and not those of either of its Members.

9. OFFICERS AND REGULATIONS. Every other year the Board shall elect a chairperson, vice-chairperson, secretary and such other officers as it deems necessary from among its members.

10. EMPLOYEES. The Members do not anticipate that the CMCAA will have any employees. However, the CMCAA may provide that any employee of a Member, with the express approval of that Member, may be an ex officio employee of the CMCAA, and shall perform, unless otherwise provided by the Board, the same various duties for the CMCAA as for his or her other employer in order to carry out this Agreement.

11. QUORUM/MAJORITY VOTE. A majority of the members of the CMCAA Board shall constitute a quorum for the transaction of business, but no action of the CMCAA Board shall be effective without the concurrence of a majority of the entire Board.

12. MEETINGS. The CMCAA Board shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of the government Code (the "Ralph M. Brown Act" commencing at § 54950), and any subsequent amendments of these provisions. Regular meetings of the community action board shall be held at least once per quarter at a predetermined time, date, and location accessible to the public.

13. CONFLICT OF INTEREST. The CMCAA Board shall adopt, adhere to, and regularly review a Conflict of Interest Code as required under the Political Reform Act of 1974 (Gov. Code § 81000 et. seq.).

14. ADOPTION OF POLICIES & PROCEDURES. As required by Gov. code §12753, the CMCAA Board shall adopt policies and procedures:

a. To provide a continuing and effective mechanism for securing broad community involvement in programs assisted under this act and for ensuring that all groups or elements represented on the tripartite board have a full and fair opportunity to participate in decisions affecting those programs; and
b. To establish a mechanism under which community agencies and representative groups of the individuals or families with low-incomes that feel themselves inadequately represented on the tripartite board may petition for adequate representation.

In the event of a conflict between this Agreement and any policies, procedures, or bylaws, the provisions of this Agreement shall govern.

15. EXECUTIVE ADMINISTRATION & STAFFING. Calaveras County, through its Health and Human Services Agency, and in compliance with all requirements of a Community Action Agency, shall at all times provide an employee familiar with the administration of a Community Action Agency to serve, through appointment by the CMCAA Board as Executive Director of the CMCAA. The Executive Director shall be the CMCAA's chief executive responsible for day-to-day administration of the CMCAA and their programs. The CMCAA shall be responsible to pay the full cost to Calaveras County of providing an employee to serve as the CMCAA's Executive Director. The CMCAA Director shall serve as the administrator of the CMCAA for purposes of the Joint Exercise of Powers Act and the keeper and custodian of its records.

    Should the CMCAA Board, through the budgetary process, decide additional support staffing is necessary to grow and/or maintain the CMCAA administration and programs, Calaveras County, through its Health and Human Services Agency shall be authorized to hire the additional staff needed.

16. FISCAL ADMINISTRATION.
    a. Calaveras County, through its Health and Human Services Agency, and in compliance with all requirements of a Community Action Agency, shall provide fiscal administration services to the CMCAA in exchange for reimbursement of the actual time spent by staff. The amount of reimbursement will be authorized annually through the budgetary process. Fiscal administration services shall include the performance of any accounting, reporting, bonding, or auditing requirements that apply to this Agreement under the Joint Exercise of Powers Act (Gov. Code §6500 et. seq.) and under the federal and state laws and regulations governing the finances and accounting practices of a Community Action Agency. Full books and accounts shall be maintained for the CMCAA in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. The books and records of the CMCAA shall be open to the inspection by the Members at all reasonable times. Calaveras County shall perform the "Auditor" and "Treasurer" functions described in Government Code §§ 6505, 6505.1, and 6505.5.
    b. The elected Auditor and Treasurer of Calaveras County shall perform the "Auditor" and "Treasurer" functions described in Government Code §§ 6505, 6505.1, and 6505.5. The Auditor may require the CMCAA to retain the services of a certified public accountant to perform some of the "Auditor" functions on his/her behalf.

17. GRANT FUNDING. The CMCAA shall be responsible to budget for and distribute the grant funding it receives to administer its programs in accordance with the requirements of the funding source, and the Executive Director and fiscal administration staff shall be responsible for all required administrative and management tasks and shall strictly account for all funds and compile, prepare, and submit all required reports of receipts, expenditures, and disbursements.

18. COUNSEL. The CMCAA's primary counsel shall be Calaveras County Counsel. However, utilization of Community Action Program Legal Services, Inc. (CAPLAW) or a similarly experienced attorney who can advise the CMCAA concerning its compliance with applicable federal laws and regulations related to the Community Services Block Grant and Community Action Agencies, is authorized.
    a. Calaveras County Counsel shall provide primary counsel services to the CMCAA in exchange for reimbursement of the actual time spent by its staff. The amount of reimbursement will be authorized annually through the budgetary process.

19. EFFECTIVE DATE/TERMINATION. This Agreement shall become effective as of the date of execution and shall remain in place until one or more of the following events occurs:
    a. The designation of CMCAA as a Community Action Agency is rescinded by the state or federal government;
    b. The CMCAA ceases to be funded by either the federal or state government; or
    c. This agreement is terminated by one of its Members. Notice of termination under this subsection shall be given at least ninety (90) days in advance and shall be deemed to have been given five days after **all** of the following actions have been taken:
        i. At least one Member County's Board of Supervisors takes action to terminate this Agreement;
        ii. A representative of the Member County that elected to terminate the Agreement sends the CMCAA Executive Director notification by email, sent to the email address listed in Section 20 (NOTICES), that its Board of Supervisors has elected to terminate the Agreement; and
        iii. A representative of the Member County deposits in the United States mail written notice, sent to the Member's mailing address listed in Section 20, that its Board of Supervisors has elected to terminate the Agreement.

20. NOTICES. The notice of termination described in Section 16, and all other notices required under this Agreement, shall be sent to the Members and the Executive Director using the following contact information, which may be changed from time to time by sending written notice to the other Member and the Executive Director without requiring a formal amendment to this Agreement:
    a. Calaveras County: Cori Allen, Director of Health and Human Services Agency, 509 East Saint Charles Street, San Andreas, CA 95249 callen@co.calaveras.ca.us
    b. Mariposa County: Joe Lynch, Director Health and Human Services Agency, P.O. Box 99, Mariposa, CA 95338 jlyncy@mariposacounty.org
    c. CMCAA Executive Director: Staci Johnston, 509 East Saint Charles Street, San Andreas, CA 95249 sjohnston@co.calaveras.ca.us

21. CONTRIBUTIONS. The Members may, but shall not be required to, contribute money, office space, furnishings, equipment, supplies, or services as they deem appropriate; provided however, that the Members shall divide and contribute the match required by any federal grant it might receive in the proportion that its population bears to the total population served by the Agency, using the latest population estimates of the State Department of Finance to determine population.

22. DISPOSITION OF ASSETS UPON TERMINATION. Upon the effective date of termination of this Agreement, any surplus funds on hand shall be returned to the Members in proportion to the contributions made—and in compliance with all applicable federal and state laws and regulations. Any equipment, furniture or furnishings which can be identified as having been contributed by any one Member shall be transferred to and become the property of that Member. Any other property of the CMCAA shall be converted to cash and distributed among the Members in proportion to the Member's respective contributions to the CMCAA.

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24. INDEMNIFICATION.
    a. The CMCAA shall indemnify, defend, protect, hold harmless, and release its Members, and their agents, officers, representatives, volunteers and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs), including death or injury to any person and/or damage to property arising out of the activities of the CMCAA, or its agents, officers, representatives, volunteers and employees under this Agreement. This indemnity provision shall survive the Agreement.
    b. To the extent any third party claim or cause of action is permitted to go forward related to this Agreement against either or both Members in their individual capacities, the Members shall indemnify, defend, protect, hold harmless, and release the other, its agents, officers, representatives, volunteers and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnity provision shall survive the Agreement.

25. AMENDMENTS. This Agreement may be amended from time to time by a unanimous vote of its Members.

26. BINDING ON SUCCESSORS. The rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation

shall be consistent with the terms of any contracts, resolutions, grants, funding agreements, indemnities and other obligations of the CMCAA then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

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Remainder of Page Left Intentionally Blank – Signature Page to Follow

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on the day and year set opposite the name of the parties:

County of Mariposa:

By _____ Date _____
Miles Menetry, Board of Supervisors Chair
County of Mariposa

Approved as to Legal Form:

By_____
County Counsel

Attest:

By_____
Clerk to the Board of Supervisors
County of Calaveras

County of Calaveras:

By_____ Date _____
John "Jack" Garamendi, Chair
Board of Supervisors

Approved as to Legal Form:

By_____
County Counsel

Attest:

By_____
Clerk to the Board of Supervisors
County of Calaveras

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-183

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Second Amendment with Infant Child Enrichment Services (ICES) Increasing the Amount by $25,000, for a New Amount Not to Exceed $225,000, for Child Care Services: and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment with Infant Child Enrichment Services (ICES) Increasing the Amount by $25,000, for a New Amount Not to Exceed $225,000, for Child Care Services: and Authorize the Board of Supervisors Chair to Sign the Amendment.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive. During the term of the current agreement, both parties have observed a demand for services greater than projected and would like to ensure that enough funds are in place to maintain continuity of services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current amendment with ICES on December 5, 2023 through Resolution No. 2023-636.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

There is no financial impact on the General Fund.

ATTACHMENTS

1. **ICES - 2024 (A02) -- V3**
2. **ICES - 2024 (A01) - Res. 2023-636-EXECUTED (A01)**
3. **ICES - 2024 - Res. 2023-335-EXECUTED (Orig)**

VOTE RESULT

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

SECOND AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES, is made and entered into this _____ day of _____2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Infant/Child Enrichment Services, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 20, 2023; and whereas the parties entered into the first amendment agreement dated December 5, 2023 increasing the compensation from $115,000 to $200,000 wherein Contractor agreed to provide child care 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 B, are hereby amended to provide that an additional $25,000 will be added to the amended amount of $200,000, making the total compensation paid to Contractor the not to exceed amount of $225,000.

Except as herein amended, the Agreement dated June 20, 2023, and as the amended December 5, 2023, shall remain in full force and effect.

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

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____
Chris Mackenzie, Executive Director
Infant/Child Enrichment Services, Inc.

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Form Revision Date: 02-26-24

DocuSign Envelope ID: EFF40875-5B31-40FF-B589-665F5CFD6FBC

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-636

MEETING:	December 5, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve First Amendment to Agreement with Infant Child Enrichment Services (ICES) Increasing the Amount by $115,000 for A New Amount Not to Exceed $200,000 for Childcare Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Infant Child Enrichment Services (ICES) Increasing the Amount by $115,000 for A New Amount Not to Exceed $200,000 for Childcare Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive. During the term of the current agreement, both parties have observed a demand for services greater than projected and would like to ensure that enough funds are in place to maintain continuity of services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current agreement with ICES on June 20, 2023 through Resolution No. 2023-335.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

There is no financial impact on the General Fund.

ATTACHMENTS

1. **First Amendment - ICES Agreement 2024**

DS

C-HHSA

DocuSign Envelope ID: EFF40875-5B31-40FF-B589-665F5CFD6FBC

2. ICES - 2024 - Res. 2023-335-EXECUTED

VOTE RESULT

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

DocuSign Envelope ID: EFF40875-5B31-40FF-B589-665F5CFD6FBC

FIRST AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES, is made and entered into this 5th day of December 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Infant/ Child Enrichment Services, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 20, 2023, wherein Contractor agreed to provide child care 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," is hereby amended to provide that an additional $115,000 will be added to the original amount of $85,000, making the total compensation paid to Contractor the not to exceed amount of $200,000.

Except as herein amended, the Agreement dated June 20, 2023 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Chris Mackenzie,
273F59BCBCF84B6...

Chris Mackenzie, Executive Director
Infant/Child Enrichment Services

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

DocuSign Envelope ID: 236DDF38-E4CB-4F03-BF76-489E9150B32D

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-335

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Infant Child Enrichment Services in the Amount of $85,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Infant Child Enrichment Services in the Amount of $85,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board entered into an agreement with ICES in 1998 (Resolution 98-281) and has continued to renew this contract for services annually since that time.

The existing agreement was approved by the Board on May 24 2022 through Resolution 2022-314.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

This contract is budgeted in the FY2023-2024 budget for Human Services division with Health and Human Services Agency. There is no financial impact to the County's General Fund.

ATTACHMENTS

1. **ICES Agreement 2024**

DS
C-HHSA

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VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District IV Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District V Supervisor Forsythe, District II Supervisor Poe
ABSTAIN:	None

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AGREEMENT FOR CHILD CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2023 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Infant/Child Enrichment Services, Inc hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $85,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Infant/Child Enrichment Services, Inc.
20993 Niagara River DR
Sonora, CA 95370

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

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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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

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Chris Mackenzie
273F59BCBCF84B6...

Chris Mackenzie, Executive Director
Infant/Child Enrichment Services, Inc

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

Infant/Child Enrichment Services (ICES) will be responsible for the following duties:

Provide child care information, education and training to Social Services Welfare to Work staff to ensure continuity of information and services to clients, as well as collaboration to support family success.

Devise and implement a mechanism that provides swift communication between Social Services staff and ICES staff that results in the best service for the client.

Provide orientations to parents (in group settings or in one-on-one) that include education on child care choices and assessing their child care needs, including all types of appropriate child care. Every effort will be made to have orientation in the language of the participant and will be adapted to meet any special learning needs of the participant.

Work with Social Services staff to develop forms that ensure family eligibility (i.e. income verification, need for care)

Meet with parent to develop family file, determine family needs, make referrals to child care, discuss parenting and/or child development concerns, as well as program participation requirements.

Contact child care provider to orient to program requirements and complete the child care agreement.

Provide on-going support and assistance to the parent and child care provider.

Work closely with the ICES Resource & Referral staff to implement Trustline procedure for license-exempt providers.

Maintain a waiting list for each Stage as well as other child care funding.

Transition parents between Stages I, II & III and other subsidized child care programs based on stability of their situation and funding, with the intent that families experience no break in their child care services due to a transition between Stages.

Receive all required documentation such as attendance and claim sheets, and institute payment process: tallying, verifying and authorizing warrant issuance to ICES fiscal department.

Pay child care provider within 15 days from receipt of claim for prior month service providing that paperwork is received in a timely and accurate manner.

Submit child care payment projection worksheets to the Health and Human Services Agency (HHSA) upon request.

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Submit billing statements to HHSA by the 30th of each month for reimbursement of program costs.

Advise HHSA of any apparent improper or fraudulent use of CalWORKs funds which may come to ICES attention.

Advise HHSA regarding ICES holidays and days office will be closed.

Complete and file all required CDE (California Department of Education) reports and provide a copy to HHSA. Submit information for DSS reports regarding Stage I funds expended to HHSA by the 10th of the following month.

Health and Human Services Agency will be responsible for the following duties:

Send referral to ICES staff to document the need for child care for applicable clients. The referral will include names and ages of children needing child care and the days and hours of child care to be subsidized.

Notify the ICES subsidy staff of changes that would affect a particular clients need for child care utilizing a mutually agreed upon form.

Provide ICES with an advancement of child care payments and administrative and support costs.

Reimburse ICES for services provided and billed under this agreement on a monthly basis by the 20th of the month.

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Exhibit B
COST PROPOSAL

COUNTY shall pay CONTRACTOR a maximum amount of Eighty Five Thousand Dollars ($85,000) for Stage One child care services, as established by AB 1542, provided to CalWORKs participants. This AGREEMENT is for child care paid in the months July 2023 through June 2024. Claims and reports are based on the "Cash Method" of accounting.

COUNTY will refer all CalWORKs participants needing child care in order to work or participate in approved training or work activities to CONTRACTOR. COUNTY will notify CONTRACTOR when client is no longer eligible for Stage One child care services.

CONTRACTOR will pay child care provider for Stage One services and transition to Stage Two, Stage Three or other programs when appropriate. The cost of child care reimbursement to providers must be within the regional market rate (RMR) (Education Code [EC] Section 8357) and may not exceed the fee charged to private clients for the same service (EC Section 8357[b]).

Compensation shall be based on Stage One child care funds expended by CONTRACTOR and shall include a 25% administrative fee to cover CONTRACTOR's administrative and child care program support costs. The administrative fee shall be calculated by multiplying the child care payments expended in the month by .25 to arrive at the administrative fee. The monthly claim will show both amounts.

COUNTY further agrees to provide CONTRACTOR with an advance payment of $15,000. Advance will be claimed by CONTRACTOR at an amount of $3,000 or more per month beginning with the February 2024 claim. Advance is expected to be paid back to COUNTY no later than June 30th .

CONTRACTOR can make payments in July to the child care providers for June (or earlier) services. CONTRACTOR will submit statements and claims to the Human Services Department by the 30th of each month indicating child care paid, administrative costs, and child care support costs. If the COUNTY owes CONTRACTOR for amount(s) outstanding, COUNTY will pay CONTRACTOR within 25 days. If CONTRACTOR owes COUNTY for amount(s) outstanding at end of Agreement period, CONTRACTOR will pay COUNTY within 25 days.

CONTRACTOR shall submit to COUNTY a year-end report of services rendered within 30 days after end of Agreement.

Expenditures incurred under this Agreement shall be included under CONTRACTOR's comprehensive annual audit.

CONTRACTOR shall maintain basic statutory Worker's Compensation and Unemployment Insurance for all employees working with the Scope of Work of this Agreement.

DocuSign Envelope ID: 236DDF38-E4CB-4F03-BF76-489E9150B32D

VENDOR ASSURANCE OF COMPLIANCE WITH THE MARIPOSA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Infant/Child Enrichment Services, Inc,

HEREBY AGRESS THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq. as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 ©, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulation (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal work hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

DocuSigned by:

6/26/2023 | 11:55 AM PDT

Chris Mackenzie

273F59BCBCF84B6...

DATE

DIRECTOR'S SIGNATURE

20993 Niagara River Drive Sonora, CA 95370
Address of vendor/recipient

CR50-Vendor Assurance of Compliance

DocuSign Envelope ID: 236DDF38-E4CB-4F03-BF76-489E9150B32D

INFACHI-CL HDICKERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2023

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	CONTACT NAME: Hi	
George Petersen Insurance Agency, Inc. 2920 Bechelli Lane Redding, CA 96002	PHONE (A/C, No, Ext): (530) 244-9400	FAX (A/C, No): (530) 244-9444
	E-MAIL ADDRESS: info@gpins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED	INSURER B : Oak River Insurance Company	34630
Infant Child Enrichment Services, Inc. 20993 Niagra River Dr Sonora, CA 95370	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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2463837	9/17/2022	9/17/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK2463837	9/17/2022	9/17/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB832283	9/17/2022	9/17/2023	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		INWC311343	10/1/2022	10/1/2023	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
A	Professional Liab			PHPK2463837	9/17/2022	9/17/2023	Aggregate	2,000,000
A	Professional Liab			PHPK2463837	9/17/2022	9/17/2023	Per Incident	1,000,000

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

Mariposa County it's elected & appointed officials, officers, employees, agents and volunteers are named as additional insured per the attached form PI-GLD-HS (10/11)

CERTIFICATE HOLDER

Mariposa County Department of Human Services
P.O. Box 99
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Appoint Matt Johnson to First 5 of Mariposa County as Community Member at Large for a Three-Year Term, Expiring May 7, 2027; and Re-appoint Erin Vereschagin as Superintendent of Mariposa County Unified School District Designee, for a Three-Year Term, Expiring May 7, 2027

RECOMMENDATION AND JUSTIFICATION

Appoint Matt Johnson to First 5 of Mariposa County as Community Member at Large for a Three-Year Term, Expiring May 7, 2027; and Re-appoint Erin Vereschagin as Superintendent of Mariposa County Unified School District Designee, for a Three-Year Term, Expiring May 7, 2027

BACKGROUND AND HISTORY OF BOARD ACTIONS

These actions are required by the First 5 Mariposa County Ordinance 944 and mandated by the Health and Safety Code 130105.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the committee has vacancies there could be a lack of a quorum.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Application - Matt Johnson - 4-17-24**

Request Type: Committee Application
Request ID Number: 1083
Date Submitted: 4/9/2024
Date Closed: (open)
Date Printed: 4/17/2024 12:17:14 PM

Request Location:

Submitter Information [redacted]

Priority: Normal
Assigned To: Unassigned

Phone: (none specified)
Email: [redacted]

Date/Person	Comments
4/9/2024 9:40:39 AM (anonymous)	Your Request ID Number is 1083. **Name of Board, Commission or Committee for which you are applying** First 5 of Mariposa County (Children and Familes First) **First Name** Matthew **Last Name** Johnson **Supervisorial District in which you Reside** Not Applicable - Job Related **Length of your Residency in the county** 8 years **Mailing Addres** [redacted] **Email Address** [redacted] **Preferred Contact Method** Cell Phone **Are you Over 18 Years of Age** Yes **Employment Status** Employed as County Librarian **Employer's Name** Mariposa County Library **Employer's Address** PO Box 106 Mariposa, CA 95338 **Day Telephone Number** 209-966-2140 **Cell Phone Number** [redacted] **Please explain why you wish to serve on this Board/Commission/Committee** As county librarian, I have a daily interaction with the youth of the county, and in particular, children ages 0-5. We offer StoryTime programming and other events aimed at small children, and we promote literacy. **Please list prior/current appointments to other Boards/Commissions/Committees** Mariposa County Law Library **List any information regarding experience, training and/or education that you feel qualifies you for this position** I have a bachelor';s degree in Communication, and have been an elementary school teacher and County Librarian. **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?** No **If Yes, please explain** **Please attach your Resume** No file was uploaded **Please attach Supplemental questions, if any.** No file was uploaded **Time(s) you have available to attend meetings (days, evening, etc.)** Any time **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.**

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-184

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Agreement with the County of El Dorado Psychiatric Health Facility in the Amount of $225,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the County of El Dorado Psychiatric Health Facility in the Amount of $225,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The agreement with the County of El Dorado is to provide acute psychiatric inpatient care services for clients referred by Mariposa County Behavioral Health.

The County does not operate acute psychiatric inpatient care facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there would likely come a time that someone were in danger to themselves or others, and no bed space would be available.

The term of this agreement shall become effective when fully executed by both parties and shall expire December 31, 2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The prior contract was approved by the Board on February 2, 2021, through Resolution No. 2021-54.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. **County of E Dorado 2024-2026**

VOTE RESULT

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

AGREEMENT FOR SERVICES #8486
Use of County of El Dorado Psychiatric Health Facility

THIS AGREEMENT FOR SERVICES is made and entered into by and between the County of Mariposa, a political subdivision of the State of California (hereinafter referred to as "Admitting County") and the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado").

R E C I T A L S

WHEREAS, in accordance with the current mental health legislation, Admitting County has been charged with the responsibility of providing mental health services for mentally disordered persons (Client[s]) in Mariposa County;

WHEREAS, El Dorado County Health and Human Services Agency, Behavioral Health Division, contracts with Telecare Corporation, Inc., (hereinafter referred to as "Contractor Designee"), to operate a licensed 16-bed Psychiatric Health Facility (PHF), within the geographic boundaries of El Dorado County, staffed to provide acute psychiatric inpatient care and maintenance for mentally disordered persons;

WHEREAS, it is the responsibility of El Dorado and its Contractor Designee to assure that the inpatient services rendered to Clients admitted to El Dorado's facility are consistent with State of California and federal laws;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws.

NOW, THEREFORE, Admitting County and El Dorado mutually agree as follows:

ARTICLE I
Scope of Services:

A. **Eligibility:** El Dorado, through its Contractor Designee, shall provide acute psychiatric inpatient services required of a PHF to Clients of Admitting County who meet the following eligibility requirements:
   1. Clients to be served under this Agreement must be age eighteen (18) or older and eligible for mental health services in conformance with all applicable federal and State statutes.
   2. Clients may be either on voluntary or involuntary status.

a. Admitting County understands and accepts that Clients are encouraged and permitted to sign in as a voluntary commitment when possible and appropriate.
b. Clients to be admitted under Welfare and Institutions Code (WIC) §5150 shall be assessed to determine the appropriateness of the involuntary detention prior to admission at El Dorado's PHF.
    i. Preliminary assessment of Clients may be conducted by Admitting County's or El Dorado's qualified clinical staff, or other appropriate and qualified clinical staff as authorized by WIC §5150 (e.g., appropriate and qualified clinical staff in one of the other 56 counties in the State).
    ii. Final assessment of Clients shall be conducted by El Dorado or Contractor Designee's appropriate and qualified staff as authorized by WIC §5150.

3. All persons referred for admission to El Dorado's PHF shall be medically cleared for admission to a non-medical facility prior to acceptance and admission of the Client to El Dorado's PHF.
    a. Criteria and requirements for medical clearance will be determined by El Dorado or Contractor Designee, as appropriate.
    b. Payment for medical clearance shall not be the responsibility of El Dorado or its Contractor Designee.

B. **Admissions Procedure:** The specific admission procedures shall be mutually agreed upon by the respective El Dorado's Contractor Designee and Admitting County's designee.
1. Referrals: Admitting County agrees that those Clients referred to, and accepted by, El Dorado, through its Contractor Designee, shall receive acute psychiatric mental health services.
2. Admission Processing: Admitting County agrees to cooperate with the admission process as established between El Dorado and Contractor Designee.
    a. Admitting County's residents presenting for crisis evaluation in El Dorado, and detained pursuant to WIC §5150, shall be assessed by El Dorado Behavioral Health Division Psychiatric Emergency Services (PES) staff.
        i. If, following assessment, PES staff determine that the individual being assessed meets the WIC §5150 criteria, PES staff shall refer the individual to the Admitting County for possible admission to the PHF.
        ii. Upon notification of Admitting County's responsibility for the resident, Admitting County may authorize admission and payment consistent with the terms of this Agreement, or alternatively, Admitting County may arrange for transfer to another treatment facility; and shall do so within a timeframe as agreed upon between Admitting County and El Dorado, or Contractor Designee, as appropriate.
        iii. Admitting County's failure to notify El Dorado of its placement preferences within the agreed upon timeframe shall result in El Dorado referring Admitting County's Client to any accepting acute psychiatric facility and all costs related to the resulting admission shall not be the responsibility of El Dorado.

C. **Admission Approval:**
1. Admissions to the PHF shall be approved by El Dorado's Behavioral Health Medical Director or his/her designee, or by Contractor Designee's on-duty Psychiatrist, prior to admission.

2. El Dorado further reserves the right to deny any referral at the sole discretion of its Behavioral Health Medical Director, his/her designee, or Contractor Designee's on-duty Psychiatrist.
3. The PHF will not be required to accept referrals for treatment of any individual in lawful custody including but not limited to being incarcerated, in jail, or any other penal institutions.
4. El Dorado or Contractor Designee's professional staff shall determine the length of stay of each Admitting County Client accepted.
5. Exclusions from Admission to PHF: Upon discovery that any of the following conditions, or other criteria cited in Contractor Designee's Exclusionary Criteria then in effect, Admitting County's Client may be excluded from admission to the PHF:
    a. Medical emergencies;
    b. Primary diagnosis of dementia, traumatic brain injury, eating disorder, or substance abuse;
    c. Medical-surgical complications that preclude participation in the therapeutic program; or
    d. Any medical condition that exceeds the capacity of the PHF to provide appropriate medical care including, but not limited to, ongoing need for deep wound care, intravenous therapy, oxygen therapy, tube feeding, substance withdrawal, and delirium tremens.

Should it be discovered that an Admitting County Client meets any of the exclusionary criteria during their stay, immediately upon notice from El Dorado or Contractor Designee, Admitting County shall make arrangements to transfer the Client.

D. **Bed Availability:** The PHF shall not be required to accept any referrals for bed requests from Admitting County if El Dorado or Contractor Designee determines that there is insufficient bed capacity or if acceptance of referral may cause harm or danger to Client, El Dorado, or Contractor Designee.

E. **Direction and Supervision:** Acute psychiatric inpatient services shall be provided by El Dorado's Contractor Designee for Admitting County Clients under the general supervision of Admitting County's Director or designee.

F. **Coordination of Care:** Admitting County and El Dorado agree that both parties' clinical staff, including Contractor Designee's staff, will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, and readiness for discharge and in the process of planned transition back into the community.
    1. Admitting County, El Dorado, and Contractor Designee may freely exchange Client information to ensure the appropriate level and delivery of care for acute psychiatric mental health services.
    2. El Dorado or Contractor Designee shall coordinate unforeseen and necessary medical emergency services on an "as required" basis as part of the inpatient treatment services.
        a. Any costs associated with said medical emergency services that are not covered by insurance, including but not limited to Medi-Cal, shall be the sole and separate responsibility of Admitting County.
        b. El Dorado or Contractor Designee shall promptly notify Admitting County if necessary medical emergency services are required.
    3. El Dorado and/or Contractor Designee may, but are not required to, provide non-elective ancillary medical services as part of the inpatient treatment services.

G. **Concurrent Review:**
   1. Within twenty-four (24) hours of admission, El Dorado's Contractor Designee shall notify Admitting County's Utilization Review Team via a faxed notification packet that an individual believed to be the fiscal responsibility of Admitting County has been admitted. The notification packet shall include a client face sheet, involuntary hold, verification of Medi-Cal eligibility or other insurance, and medical records that have been completed, if any.
   2. Within twenty-four (24) hours of completion of the Psychiatric History/Initial Psychiatric Evaluation, El Dorado's Contractor Designee shall fax the Psychiatric History/Initial Psychiatric Evaluation to Admitting County.
   3. Prior to the end of each period for each Client for whom Admitting County authorizes continued acute or administrative stay, El Dorado's Contractor Designee shall fax to Admitting County all available psychiatry notes, nursing notes, and social worker notes for services provided during the expiring authorization period.
   4. El Dorado or its Contracted Designee's failure to provide concurrent review documentation may result in Admitting County's withholding authorization or payment for the period of hospitalization.
   5. El Dorado may revise this Concurrent Review section upon receipt of new guidance from the State and/or agreement between Admitting County and El Dorado. Such changes shall be memorialized via a letter signed by El Dorado's Contract Administrator and acknowledged via letter by Admitting County and shall not require a contract amendment.

H. **Aftercare and Discharge:** It is Admitting County's responsibility to facilitate timely and appropriate aftercare treatment and/or placement of Clients discharged from El Dorado's PHF. To this end, it is the sole responsibility of Admitting County to maintain adequate aftercare services so that efficient referral to these services are part of the discharge planning of Clients, including provision of Client transportation to/from services as necessary.

I. **Documentation:** Documentation of services provided by El Dorado, or Contractor Designee, for each Client of Admitting County shall be available for review by Admitting County upon written request.

J. **Transportation Costs:** All transportation of Clients to and from El Dorado's PHF or any subsequent aftercare services are the sole responsibility of Admitting County. In the event Admitting County cannot provide transportation, it may request assistance from El Dorado or Contractor Designee. El Dorado, and/or Contractor Designee, in its sole discretion, may decline to provide transportation based on availability of resources.

K. **Non-Discrimination:** Services under this Agreement shall be rendered without regard to race, ethnic group identification, color, sex, religion or religious creed, national origin, ancestry, handicap, physical or mental status as specified in applicable federal and State laws.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire December 31, 2026, unless the Agreement is terminated prior by either party in accordance with Article XIII, "Default, Termination, and Cancellation."

ARTICLE III

Compensation:

A. **Bed Per-Day Rate**: Admitting County shall pay El Dorado the County Published Rate plus 15% administrative cost rounded up to the nearest whole dollar.
   1. **Inclusions:** The day rate per bed shall be all-inclusive, except as detailed herein in section titled "Transportation" and separately as described as "medical emergency services", including but not limited to facilities, medications, psychiatrist's time, laboratory work, and Certification Review Hearings.
      a. The full per-day rate shall apply to the day of admission regardless of the time of admission.
      b. Payment is due from Admitting County for each day of acute inpatient psychiatric service and administrative day, *including* the day of admission and *excluding* the day of discharge. Administrative days are billed at the acute rate.
   2. **Published Rate:** The County Published Rate in effect at the time of this Agreement is attached hereto as Exhibit A, incorporated herein and made by reference a part hereof. El Dorado may change the PHF Published Rate at any time during the term of this Agreement.
      a. **Provision for Rate Change:**
         i. El Dorado shall notify Admitting County in writing within fifteen (15) days of the adoption of the change in Published Rate pursuant to the provisions contained in this Agreement under the Article titled, "Notice to Parties."
         ii. The changed County Published Rate, plus the administrative fee, shall apply to any services performed thirty (30) days after the date of adoption of the rate change.
   3. **Transportation:** In the event El Dorado agrees to provide transportation for Admitting County Clients, Admitting County shall reimburse El Dorado at the rate of $25.00/hour per driver plus mileage at the federal mileage reimbursement rate in effect at the time services are provided.

B. **Client Billing:** El Dorado will bill Medi-Cal and any other applicable State, federal, or private sources available at the time services are performed.
   1. Admitting County will be charged the contracted rate less a credit for anticipated payments due to El Dorado billing available sources as stated in this section herein.
   2. Inpatient days (both acute and administrative day) that cannot be billed pursuant to Section B. "Client Billing" herein shall remain the financial responsibility of Admitting County at the contracted rate.
   3. Any credit provided to Admitting County for billing per section B. "Client Billing" herein that is subsequently disallowed shall be reimbursed to El Dorado by Admitting County.

C. **Payment:** Payments for acute inpatient mental health services and/or transportation provided to Clients shall be made by Admitting County to El Dorado within forty-five (45) days of receipt of invoice.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation for the term of this Agreement shall not exceed $75,000 per fiscal year for the term of this Agreement. Fiscal year shall be defined as an accounting period of twelve (12) months that, for the purposes of this Agreement, begins on July 1 and ends on June 30 of the following year.

ARTICLE V

Audit by California State Auditor: El Dorado acknowledges that if total compensation under this Agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, El Dorado shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE VI

Applicable Records: El Dorado shall maintain for ten (10) years or until certification review findings are resolved, whichever is later, adequate records on each Admitting County Client served, including intake information and a record of services provided by El Dorado staff in sufficient detail to make possible an evaluation of services and shall contain all the data necessary for reporting to the California State Department of Health Care Services (DHCS), including records of interviews and progress notes. El Dorado shall maintain complete financial records. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services rendered. Statistical data shall be kept and reports made as required by Admitting County and the DHCS in a form specified by either.

El Dorado acknowledges that all records shall be available for inspection for auditing purposes by Admitting County and the DHCS at all reasonable times during normal business hours. El Dorado further agrees to extend to Admitting County the right to review and investigate all records, program materials, or any other written procedures and records relating to Admitting County Clients at any reasonable time. El Dorado agrees to provide Admitting County data in a timely fashion as directed and as specified by the Admitting County.

ARTICLE VII

Rules and Laws: El Dorado and Admitting County both agree that they are bound by the provisions of WIC § 5600 et seq.; Title 9, CA Code of Regulations Division 1, Chapter 10; regulations of the DHCS; the Local Mental Health Authority; and other applicable laws, regulations and policies governing the provisions of public mental health services and that this Agreement is critical to successful compliance with these laws, regulations, and policies.

ARTICLE VIII

Confidentiality: El Dorado and Admitting County agree to maintain the confidentiality of Client information and records as provided by applicable law; notwithstanding, professional records and Admitting County Client information shall be interchangeable between El Dorado and Admitting County to establish and support a high level of clinical services and continuity of care and aftercare services. El Dorado shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. Purely statistical

information which does not include identifying information of any Client may be disclosed. El Dorado shall not use information obtained pursuant to this Agreement for any purpose other than carrying out El Dorado's obligations under this Agreement. El Dorado shall promptly transmit to Admitting County all requests for information related to this Agreement, including any subpoenas issued for disclosure of such information not emanating from the Client. El Dorado shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Client, any such information to anyone other than Admitting County, except when ordered by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or a photograph. If El Dorado or Contractor Designee receives any individually identifiable health information ("Protected Health Information" or "PHI") from Admitting County, or creates or receives any PHI on behalf of Admitting County, El Dorado and its Contractor Designee shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE IX

HIPAA Compliance: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. Admitting County is a Hybrid Entity under said Act, and El Dorado, a health care provider as defined in HIPAA (Title 45 C.F.R. § 160.103), is a Covered Entity under said Act. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy, and security of Clients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of PHI specified herein concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to Title 45 C.F.R. § 164.502(e)(1)(ii)(A), Admitting County and El Dorado are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

ARTICLE X

Independent Status of El Dorado: The parties hereto agree that El Dorado, its Contractor Designee, agents, and employees, including its professional and non-professional staff, in the performance of the Agreement shall act in an independent capacity and not as officers, employees, or agents of Admitting County. El Dorado and its Contractor Designee shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and physical plant necessary for the performance of the mental health services to be provided by El Dorado and its Contractor Designee pursuant to the Agreement.

ARTICLE XI

Changes to Agreement: This Agreement may only be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that both El Dorado and Admitting County are political subdivisions of the State of California. As such, both are subject to the provisions of the Article titled "Indemnity", § 18 of the California Constitution and other similar fiscal and procurement laws and regulations, and may not expend funds for products, equipment or services not budgeted for in a given fiscal year. It is further understood that, in the normal course of Admitting County and El Dorado's businesses, they will adopt a proposed budget prior to a given fiscal year but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of cancellation of the Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement.

Upon the effective date of such notice, this Agreement shall be automatically terminated, and Admitting County and El Dorado released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either Admitting County or El Dorado's departments for which services were contracted to be performed, pursuant to this paragraph, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, the non-defaulting party may give written notice of said default to the party in default (notice). The notice of default shall specify the alleged default and the applicable Agreement provision, and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then the non-defaulting party may terminate the Agreement by giving notice of such election in a subsequent written notice. Notwithstanding, the time to cure may be extended in the discretion of the non-defaulting party. Any such extension of time to cure must be in writing, must specify the reason(s) for the extension and the date in which the extension of time to cure expires, and must be signed by the non-defaulting party.

B. Ceasing Performance: Either Admitting County or El Dorado may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.

C. Termination or Cancellation without Cause: Either Admitting County or El Dorado may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice by either party without cause. If such prior termination is effected, Admitting County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to El Dorado, and for such other services, which Admitting County may agree to in writing as necessary for contract resolution. In no event, however, shall Admitting County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, El Dorado shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, Admitting County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIV

Change of Address: In the event of a change in address for Admitting County's principal place of business, Agent for Service of Process, or Notices to Parties, Admitting County notify El Dorado in writing pursuant to the provisions contained in this Agreement under Article XV, "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by El Dorado Contract Administrator, and no further amendment of the Agreement shall be necessary provided such change of address does not conflict with any other provisions of this Agreement.

In the event of a change in address for any El Dorado office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under Article XV, "Notice to Parties." Said Notice shall become part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to El Dorado shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

Notices to Admitting County shall be addressed as follows:

COUNTY OF MARIPOSA
Beth Alexander
Administrative Analyst
Administration
P.O. Box 99
Mariposa, CA 95338
ATTN: Contracts
contractshhsa@mariposacounty.org
Fax: (209) 966-2000

Randy Ridenhour
Sr. Administrative Analyst
Administrative Division
P.O. Box 99
Mariposa, CA 95338
5362 Lemee Lane, Mariposa, CA 95338
ATTN: Purchasing
rridenhour@mariposacounty.org
Fax: (209) 966-2000

or to such other location or email as the Admitting County directs.

ARTICLE XVI

Indemnity: Admitting County shall be responsible for damages caused by the acts or omissions of its officers, employees, and agents occurring in the performance of this Agreement. El Dorado shall be responsible for damages caused by the acts or omissions of itself or its Contractor Designee, officers, employees, and agents occurring in the performance of this Agreement. It is the intention of El Dorado and Admitting County that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees, and agents. It is also the intention of El Dorado and Admitting County that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damages attributable to the negligence of that party, its officers, employees, and agents. Both parties agree to provide written notification within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

ARTICLE XVII

Insurance: Operations of the El Dorado PHF are contracted with (currently) Telecare Corporation, Inc., whose insurance is primary for services provided by the El Dorado PHF. Contractor's insurance includes: Workers Compensation, Commercial General Liability, Automobile Liability, and Professional Liability.

In addition, El Dorado provides secondary insurance including General Liability, Automobile Liability, property, and workers' compensation liability through a self-insurance program, in conjunction with excess coverage through the Public Risk Innovation Solutions and Management. If requested, a certificate of coverage will be furnished to Admitting County upon execution of this Agreement.

ARTICLE XVIII

Contract Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement is Christianne Kernes, LMFT, Deputy Director, Behavioral Health Division, Health and Human Services Agency (HHSA), or successor.

ARTICLE XIX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, 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 any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XX

Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

ARTICLE XXI

Partial Invalidity: If any provision or part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidate in any way.

ARTICLE XXII

Venue: Any dispute resolution action rising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws, of the State of California.

ARTICLE XXIII

Litigation: El Dorado, promptly after receiving notice thereof, shall notify Admitting County in writing of the commencement of any claim, suit, or action against the El Dorado, or State of California, or its officers or employees for which Admitting County must provide indemnification

under this Agreement. The failure of the El Dorado to give such notice, information, authorization, or assistance shall not relieve Admitting County of its indemnification obligations.

Admitting County, promptly after receiving notice thereof, shall immediately notify the El Dorado in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the El Dorado or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the El Dorado and State.

ARTICLE XXIV
No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXV
Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXVI
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____

Christianne Kernes, LMFT
Deputy Director, Behavioral Health Division
El Dorado County Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #8486 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency
"El Dorado"

-- COUNTY OF MARIPOSA --

COUNTY OF MARIPOSA
A Political Subdivision of the State of California

By: _____ Dated: _____

Miles Menetrey, Chair
Board of Supervisors
"Admitting County"

Approved as to Form:
Office of the County Counsel
County of Mariposa

By: _____ Dated: _____

Steven Dahlem
County Counsel
"Admitting County"

Countersigned:
(*Government Code §25103)*

By: _____ Dated: _____

Danielle Bondshu
Clerk of the Board
"Admitting County"

County of Mariposa
Exhibit A
El Dorado County Behavioral Health Fee for Service Structure

Position	Hourly Rate
Psychiatrist/ Contracted Psychiatrist/MD	$ 1,395.90
Physician's Assistant	$ 626.05
Nurse Practitioner	$ 694.15
Registered Nurse	$ 566.99
Certified Nurse Specialist	$ 694.15
Licensed Vocational Nurse	$ 297.86
Pharmacist	$ 668.18
Licensed Psychiatric Technician	$ 255.35
Psychologist/Pre-licensed Psychologist	$ 561.38
Licensed Practitioner of the Healing Arts	$ 363.29
Licensed Clinical Social Worker	$ 363.29
Occupational Therapist	$ 483.59
Mental Health Rehab Specialist	$ 273.32
Peer Recovery Specialist	$ 286.99
Other Qualified Providers - Other Designated staff that bill Medi-Cal	$ 273.32
Alcohol and Drug Counselor	$ 301.34
Service	**Day Rate**
Psychiatric Health Facility Day Rate	$ 2,009.73

County of Mariposa
Exhibit B
California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars ($250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than $250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____YES _____NO
If yes, please identify the person(s) by name:
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than $250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____YES _____NO
If yes, please identify the person(s) by name:
If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date	Signature of authorized individual
Type or write name of company	Type or write name of authorized individual

The County of El Dorado
Human Resources Department
Risk Management Division

Michael Andersen, Risk Manager
330 Fair Lane, Placerville, CA 95667
Phone 530.621.6520 Fax 530.642.9815
michael.andersen@edcgov.us

Certificate Holder: Evidence Only

Certificate of Self- Insurance
GENERAL LIABILITY, AUTOMOBILE LIABILITY,
PROPERTY, and CRIME

This is to certify that El Dorado County is covered for its motor vehicle, general liability, property, and public employee dishonesty exposures through a self-insurance program, in conjunction with excess coverage. The County maintains reserve funds within its self-insurance program that are deemed to be adequate by annual review by an independent actuary. This Certificate evidences the following:

General Liability and Automobile Liability: Risk is retained up to $1,000,000 per occurrence and self-funded as described above. Excess coverage is provided through the PRISM General Liability Pool Program II.

Property Coverage: The County is self-insured subject to an All Risk Deductible. Excess coverage is provided through PRISM risk sharing pool.

Public Employee Dishonesty/Faithful Performance Bond: Risk is retained and self-funded as described above up to $2,500 per occurrence. Excess coverage is provided through PRISM JPA.

POLICY PERIOD: July 1, 2023 through June 30, 2024

Dated: July 24, 2023

Michael Andersen

Michael Andersen, Risk Manager

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Declare Mariposa County Trails Day (MCTD) with Guided Nature Walks on June 1, 2024 as a County-Sponsored Event

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RECOMMENDATION AND JUSTIFICATION

Declare Mariposa County Trails Day (MCTD) with Guided Nature Walks on June 1, 2024 as a County-Sponsored Event.

This is the third annual MCTD Event. This year the County will be co-hosting two guided nature walks in partnership with Sierra Foothill Conservancy on July 1, 2024. The guided walks will begin at 8AM, respectively, at the Mariposa Creek Parkway and at the Stockton Creek Preserve. On the Mariposa Creek Parkway walk, participants will have the opportunity to become more familiar with the County's current projects and plans, as well as learn about the flora and fauna of Creek cooridor. To register for the walks online, County residents and visitors can access details on https://sierrafoothill.org/events-listing. An event flyer, with QR codes for registration, has been attached to this board item as well. Community members will be required to sign a release of liability to participate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES 2022-237: The 2022 Mariposa County Trails Day was a declared a county-sponsored event.
2022 Proclamation: The Board of Supervisors proclaimed June 4, 2022 as "Trails Day"
2023 Proclamation: The Board of Supervisors proclaimed June 3, 2023 as "Trails Day"

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to support our county's trails.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **050124 Flyer 2024 Trails Day**
2. **050124 Waiver 2024 Trails Day**

VOTE RESULT

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

SECONDER: District II Supervisor Shannon Poe

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



MARIPOSA COUNTY TRAILS DAY

JUNE 1, 2024 | 8-11 AM

Mariposa Creek Parkway

Stockton Creek Preseve

Scan here to register
or visit
www.sierrafoothill.org

SIERRA·FOOTHILL
· CONSERVANCY ·

MARIPOSA
Health & Wellness
COALITION

MARIPOSA COUNTY TRAILS DAY

WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND CONSENT TO USE IMAGE

(PLEASE READ CAREFULLY)

I agree as follows:

1) I am voluntarily participating in a guided nature walk, a community engagement activity related to the Mariposa Creek Parkway and Stockton Creek Preserve ("Trails Day Event" or "Event").
2) I will engage in activities that are within my physical capacity, and I will not undertake activities that are beyond my ability.
3) I will not participate if I am under the influence of alcohol or any drug that could impair my physical or mental abilities.
4) I have received appropriate instruction regarding the Event, including appropriate safety and emergency procedures, and I fully understand those instructions.
5) I will participate in only those activities allowed, stay on the designated path, observe all safety rules, and use care in the performance of my activities.
6) I specifically acknowledge that I am engaging in this activity voluntarily and not as an employee, agent, official, officer, or representative of the County of Mariposa, and I further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the County of Mariposa, or any Event promoter, sponsor, or organizer, nor will I make any such claim.

I understand that the Event involves certain inherent risks, including but not limited to, the risk of possible injury, infection, or loss of life as a result of contact with metal objects, burning embers or other hazardous materials, wild animals, poisonous plants, snakes, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides, sun exposure, or dangerous terrain. Despite the risks, I still choose to participate in such activity.

No known physical or health limitation prevents me from safely participating in the Event. In consideration for being allowed to participate, I personally assume all risks, whether foreseen or unforeseen, of any harm, injury or damage that may befall me as a participant in the Event.

If I am injured during the Event, I authorize any physician licensed in California to perform such emergency treatment as he or she believes, in his or her sole judgment, may be necessary. I am over the age of eighteen and legally competent to sign this liability release or I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding, and I have signed this document of my own free act.

I agree to allow my image to be used in published materials and web sites that promote the programs of the County of Mariposa. By including my email address below, I understand that the County of Mariposa may contact me about future events and other public education programs.

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MARIPOSA COUNTY TRAILS DAY

WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND CONSENT TO USE IMAGE

I HEREBY RELEASE AND HOLD HARMLESS THE COUNTY OF MARIPOSA AND ITS EMPLOYEES, AGENTS, OFFICIALS, OFFICERS OR REPRESENTATIVES ("RELEASED PARTIES") FROM ANY CLAIM OR LAWSUIT FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, BY ME, MY FAMILY, ESTATE, HEIRS, OR ASSIGNS, ARISING OUT OF PARTICIPATION IN THE EVENT, INCLUDING BOTH CLAIMS ARISING DURING THE ACTIVITY AND AFTER I COMPLETE THE ACTIVITY, AND INCLUDING CLAIMS BASED ON NEGLIGENCE OF OTHER PARTICIPANTS OR THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK.

Participant's Name | Street Address | Phone

Participant's Signature | Date | City, State, Zip Code | E-mail

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.

I am the parent or legal guardian of the above participant, and he/she has my permission to participate in the Event. I have read and agree to the provisions stated above for myself and the participant. Further, I understand and agree that the sponsors and organizers of the Event are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all risks from such participation.

Parent/Guardian's Name | Street Address | Phone

Parent/Guardian's Signature | Date | City, State, Zip Code | E-mail

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-185

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Sierra Communications & Construction Inc. for Ranchito Drive Emergency Repair Project in the Amount Not to Exceed $65,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency($65,000) (4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Sierra Communications & Construction Inc. for Ranchito Drive Emergency Repair Project in the Amount Not to Exceed $65,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency($65,000) (4/5th Vote Required).

A culvert failure on Ranchito Drive rendered a lane impassable and posed a safety risk to the community. The Contractor slip-lined a 40-foot length of 36-inch High-Density Polyethylene (HDPE) pipe into the existing 48-inch Corrugated Metal Pipe (CMP), approximately 265 feet west of the intersection with Gaza Way. The annular space was sealed with cement slurry, and the inlet and outlet were armored.

The County pays for emergency work using a Time & Materials methodology with a fixed profit. The contract includes a not-to-exceed maximum amount of $65,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Contract Code Section 22050 (a)(1) states, "In case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts." Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

This is the first and final update on this location.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not review this action and determine, by four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Section 22050 may not be utilized.

FINANCIAL IMPACT

There is no impact to the General Fund. This project will be paid for by Roads Fund.

ATTACHMENTS

1. Emergency Repair Agreement_Ranchito_SCCI

VOTE RESULT

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

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Ranchito Drive Emergency Repair

DATE: _____

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: Sierra Communications & Construction Inc., P.O. Box 308, Catheys Valley, CA 95306

LICENSE NO: 798922

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 $65,000, to be paid as **(check one)**: (1) ☐ lump sum; (2) ☐ lump sum with progress payments; (3) X per time and material rates and charges, up to a guaranteed not-to-exceed amount of $65,000. 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 30 working days of Commencement Date.

Final Completion Date: Within 30 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

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

~~F. Federal Conditions~~

G. Federal Wage Rates

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 Bon Hur Rd., Mariposa, CA 95338

COUNTY OF MARIPOSA

By: _____
Miles Menetrey, Chair
Board of Supervisors

By: _____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
County Counsel

CONTRACTOR:

Name: Sierra Communications & Construction Inc.

By: Stacey Ball
Stacey Ball, Vice President

Appendix A

Scope of Work

Contractor shall slipline 40 linear feet of 36-inch High-Density Polyethylene (HDPE) pipe into an existing 48-inch Corrugated Pipe Material (CPM) located on Ranchito Drive, approximately 265 feet west of the intersection with Gaza Way. After the HDPE pipe is in place, fill the annular space between the HDPE and CPM with a suitable cement-sand slurry. Seal both ends of the sliplined HDPE pipe to prevent water ingress and ensure seal.

Time & Materials contracts shall comply with 2 C.F.R. § 200.318. A Daily Extra Work Agreement forms is used to identify the labor, materials, and equipment. Signatures on this form do not constitute final agreement regarding payment. If a subcontractor performs work at force account, an additional 10 percent markup to the total cost of that work paid at force account, including markups specified below for additional administrative costs is allowed. The markups specified below for labor, materials, and equipment include compensation for all delay costs, overhead costs, and profit:
Labor 35%
Materials 15%
Equipment rental 15%

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 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 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.

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 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.

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.

(6)

(End of Appendix B)

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 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*)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/11/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 209-358-9100 209-358-9106 Kilgore Insurance Agency 2554 Alabama St., Ste B Atwater, CA 95301	CONTACT NAME: Lee Correia PHONE (A/C, No, Ext): 209-358-9100 FAX (A/C, No): 209-358-9106 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Crum & Forster Specialty Ins. Co.
INSURED Sierra Communications & Construction, Inc. P O Box 308 Catheys Valley, CA 95306	INSURER B : Carolina Casualty Ins. Co. INSURER C : Scottsdale Ins. Co. 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	✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. ✔ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✔	✔	GLO-100294	11/01/2023	11/01/2024	EACH OCCURRENCE 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 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	☐ UMBRELLA LIAB ✔ OCCUR ✔ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			STO-126462	11/01/2023	11/01/2024	EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BNUWC0162320	03/15/2024	03/15/2025	✔ 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	Equipment Floater			RB0032265	06/06/2023	06/06/2024	Scheduled Equip Leased/Rented Eq Unscheduled Eq	$ 287,500 $100,000 80,000

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

Project: Various Mariposa County Dept of Public Works is hereby named as additional insured with respect to General Liability as required by written contract per blanket additional insured endorsement attached. Primary and non-contributory endorsement and waiver of subrogation endorsement also attached.

CERTIFICATE HOLDER	CANCELLATION
& Additioonal Insured: Mariposa County Public Works 4639 Ben Hur Rd Mariposa, CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lee Correia

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Appendix G to Construction Services Agreement

Federal Wage Rates

"General Decision Number: CA20240018 03/15/2024

Superseded General Decision Number: CA20230018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/09/2024
5	02/16/2024
6	02/23/2024
7	03/01/2024
8	03/08/2024
9	03/15/2024

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 02/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 80.91	23.82
Area 2	$ 62.26	23.82

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 47.88	23.29
(7) San Francisco, San Mateo	$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-011 04/01/2022

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 33.86	17.54
Area 2	$ 30.90	17.67
Area 3	$ 29.89	16.80
Tile Layer		
Area 1	$ 55.41	20.50
Area 2	$ 50.66	20.40

Area 3	$ 45.76	19.92

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	$2.00 per foot
101 to 150 ft	$3.00 per foot
151 to 220 ft	$4.00 per foot
221 ft.-deeper	$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes

Piledriver.....$ 54.10 34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 52.65	30.82

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 54.85 31.49
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 55.00 31.49
Journeyman Carpenter.....$ 54.85 31.49
Millwright.....$ 54.95 33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 11/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.68	3%+24.65
Technician	$ 59.43	3%+24.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 88.25	3%+42.315

ELEC0100-002 03/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.00	29.00

ELEC0100-005 12/01/2023

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.42

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and

surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 65.16	29.55
Zone B	$ 71.68	29.75

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 95.65	44.42
ELECTRICIAN	$ 83.17	44.045

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.745
Technician	$ 61.16	27.985

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 80.73	3%+42.87
ELECTRICIAN	$ 70.20	3%+42.87

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 53.34	7.75%+25.88
ELECTRICIAN		

(1) Tunnel work	$ 46.67	7.75%+25.88
(2) All other work	$ 44.45	7.75%+25.88

ELEC0595-006 11/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+24.15
Technician	$ 58.86	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 11/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+24.15
Technician	$ 47.01	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 78.00	45.88

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

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* ELEC0684-004 12/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.62

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 80.76	37.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1

RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 60.72	31.03
GROUP 2	$ 59.19	31.03
GROUP 3	$ 57.71	31.03
GROUP 4	$ 56.33	31.03
GROUP 5	$ 55.06	31.03
GROUP 6	$ 53.74	31.03
GROUP 7	$ 52.60	31.03
GROUP 8	$ 51.46	31.03
GROUP 8-A	$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		
Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15

Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15
Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 56.82	31.03
GROUP 1-A	$ 59.29	31.03
GROUP 2	$ 55.56	31.03
GROUP 3	$ 54.23	31.03
GROUP 4	$ 53.09	31.03
GROUP 5	$ 51.95	31.03
UNDERGROUND:		
GROUP 1	$ 56.72	31.03
GROUP 1-A	$ 59.19	31.03
GROUP 2	$ 55.46	31.03
GROUP 3	$ 54.13	31.03
GROUP 4	$ 52.99	31.03
GROUP 5	$ 51.85	31.03

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader;

Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson;

Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,

STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 48.57	37.55
AREA 2:		
(1) Leverman	$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 50.57	37.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
  Area 1: All but the Western border with Mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeastern border with
  Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

  GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

  GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

  GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.08	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.58	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 06/26/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 36.50	28.34
Area 2	$ 35.50	28.34

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30

GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72
GROUP 3.....	$ 45.41	27.72
GROUP 4.....	$ 44.96	27.72
GROUP 5.....	$ 44.42	27.72
Shotcrete Specialist.....	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		

Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

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GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72

GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 1-g	$ 36.70	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty		
Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying,

dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure

pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade

checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30

GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 60.41	31.34
AREA 2	$ 56.28	29.94

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 40.85	22.40

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
  HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes

PAINTER.....$ 54.13 27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes

PLUMBER (Plumber,
Steamfitter, Refrigeration
Fitter).....$ 85.50 48.98

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	$ 69.70	33.15

PLUM0062-001 01/01/2024

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 52.00	40.90

PLUM0159-001 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	$ 63.33	46.64
(2) All other work.....	$ 62.12	45.24

PLUM0246-001 01/01/2024

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 48.85	40.09

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* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials

in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 74.00	47.45

PLUM0355-004 07/01/2022

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 52.90	36.39

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 73.10	38.61

ROOF0027-002 01/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 42.51	16.11

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2023

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 52.43	22.19

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 46.73	21.36

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 74.63	38.51

SFCA0669-011 01/01/2024

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes

SPRINKLER FITTER.....$ 44.32 27.83

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000.....	$ 55.92	45.29
All Other Work.....	$ 64.06	46.83
AREA 2.....	$ 52.90	36.44
AREA 3.....	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	$ 44.45	35.55

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....	$ 36.95	31.14
GROUP 2.....	$ 37.25	31.14
GROUP 3.....	$ 37.55	31.14
GROUP 4.....	$ 37.90	31.14
GROUP 5.....	$ 38.25	31.14

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-186

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve an Agreement with Yosemite Falls Inc. for the Coulterville Drought Relief Project in the Amount of $955,463; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Yosemite Falls Inc. for the Coulterville Drought Relief Project in the Amount of $955,463; and Authorize the Board of Supervisors Chair to Sign the Agreement.

On December 13, 2023, the Public Works Department released a Request for Proposals for Coulterville Test Wells due on January 16, 2024. No bids were received. In accordance with PCC§20150.9, if no bids are received, the County may move forward with the project. Yosemite Falls Inc. is a local company with a C57 – Well Drilling License.

The project aims to establish a secondary backup water source for the Coulterville community. The work scope involves earthwork to prepare drill rig pads and drilling three 6-inch test holes to a depth of 800 feet. Additionally, it includes conducting 10-day capacity tests for each well. The optimal outcome would be to discover adequate water in the first test well, allowing the contractor to re-drill and seal the well following the SWRCB guidelines for municipal wells, potentially saving some of the allocated budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, the Board adopted Resolution CSA1M-2023-3 to accept the Small Community Drought Relief Program Grant for the Coulterville Drought Relief Project in the amount of $2,279,990.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County may lose the grant and will need to develop an alternative water source to satisfy State redundancy requirements.

FINANCIAL IMPACT

This is a 100% DWR grant-funded project. No impact to the General Fund.

ATTACHMENTS

1. **Agreement Yosemite Falls Inc_5_2_24**

VOTE RESULT

RESULT:	**(UNANIMOUS+ Recused)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District I Supervisor Smallcombe, District II Shannon Poe, District V Supervisor Menetery, District III Supervisor Danette Toso
RECUSED:	District IV Supervisor Wayne Forsythe

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this __ day of May, 2024, by and between Yosemite Falls Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of nine hundred fifty-five thousand, four hundred sixty-three Dollars (955,463) ("Contract Price"), the following services ("Services" or "Work"):

   Coulterville Drought Relief Project – Three (3) test wells, Three (3) pads and road

   The project consists of all labor, materials, equipment, testing, and services necessary to build a road to three well pad sites, three (3) well drilling sites 40' long by 30' wide, turn around for equipment including compaction and testing, a new CMP culvert across Greeley Hill Road with trench plates and traffic control and 3" AC over 6" base, three (3) wells at 800' each, 6" drilling per foot-test hole, 8" drilling per foot, temp 6" casing, 12' reaming, 8" casing and concrete grout seal 75'max.

2. Contractor shall perform the Work at Greeley Hill Road ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within One Hundred Fifty (150) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_____ Notice to Bidders	_____ Lead-Product(s) Certification
_____ Instructions to Bidders	_____ Roofing Project Certification
_____ Bid Form and Proposal	_____ Registered Subcontractor List
_____ Bid Bond	_X_ Insurance Certificates and Endorsements
_____ Noncollusion Declaration	
_____ Iran Contracting Act Certification	_X_ Performance Bond
_____ Designated Subcontractors List	_X_ Payment Bond
_____ Notice to Proceed	_____ Specifications
_____ Prevailing Wage Certification	_____ Plans
_X_ Workers' Compensation Certification	_____ Special Conditions
	_X_ Exhibit "A" ("Scope of Work")
_____ Drug-Free Workplace Certification	_____ Federal Debarment Certification
_____ Tobacco-Free Environment Certification	_____ Federal Condition and Davis-Bacon
	_____ [Other]
_____Asbestos & Other Hazardous Materials Certification	

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-5356
cgonzales@mariposacounty.org

Contractor

Name: Yosemite Falls, Inc.
ATTN: Heath Harris
P.O. Box 1808, Mariposa, California 95338
(209) 966-4461
yosemitefalls@sti.net

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

_____

Miles Menetrey, Chair
Board of Supervisors

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Steve W. Dahlem
County Counsel

Dated: 5/2, 2024

Contractor: Yosemite Falls, Inc.

Signature: _____

Print Name: Heath Harris

Print Title: Vice President

License No.: 691117

Registration No.:1000029791

Address: P.O. Box 1808 Mariposa, California 95338

Telephone: (209) 966-4461

Facsimile:

E-Mail: yosemitefalls@sti.net

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: __CA__
____ Limited Liability Company
____ Other: _____

__77-0361728__:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

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

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1–5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

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

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

EXHIBIT A

Yosemite Falls
WELL DRILLING
Phone (209)966-4461
yosemitefalls@sti.net
P.O. Box 1808 Mariposa, CA 95338
CA Lic # 691117
Your one call, fix all water company!

Estimate

DATE	ESTIMATE #
3/19/2024	4311

Bill To:
Mariposa County Public Works 4639 Ben Hur Road Mariposa, CA 95338

Location:
Coulterville

TERMS	PROJECT

DESCRIPTION	QTY	COST	TOTAL
Tractor work to be performed by Keith Williams Excavation		158,970.00	158,970.00
-			
Please see the information and total cost for the Coulterville well road and pads. This proposal includes all labor, materials, testing and equipment for road from Greeley Hill Road to three well sites. Work includes building three well drilling sites 40' long by 30' wide and a turn-around for well equipment at end, including compaction and testing, a new CMP culvert across Greeley Hill Road with trench plates and traffic control, and 3" AC over 6" base. Price does not include water, and the earth work must be done by June 15, 2024, or an additional water truck/water fee may be added.			
-			
3 total wells at 800' each			
-			
Performance and Payment Bond		32,310.33	32,310.33
6"Drilling per foot-test hole	2,400	45.00	108,000.00
8" Drilling per foot	2,400	75.00	180,000.00
Temp 6" Casing	3	2,500.00	7,500.00
12' Reaming, 8" Casing, and Concrete Grout Seal 75' max	3	17,300.00	51,900.00
75KW Generator Rental with Fuel for 10 day 24 hour	3	16,450.00	49,350.00
900-1170 CFM 350 PSI Air Compressor Rental with Fuel	3	18,700.00	56,100.00
5STS120-25 15 Stage Pump and 25HP 460V Motor, 693' of 2" Galv Pipe, 8/3 twist wire for Pump Test with Labor	3	48,977.37	146,932.11
Ken Schmidt & Assoc along with Yosemite Falls monitoring production twice a day for 10 day pump test and recovery (approx 120 hours). This cost is if the well test are all done separately	3	54,800.00	164,400.00

Please sign to accept this estimate.

TOTAL

SIGNATURE: _____

Estimate is vaild for 14 days.

Yosemite Falls
WELL DRILLING
Phone (209)966-4461
yosemitefalls@sti.net
P.O. Box 1808 Mariposa, CA 95338
CA Lic # 691117
Your one call, fix all water company!

Estimate

DATE	ESTIMATE #
3/19/2024	4311

Bill To:
Mariposa County Public Works 4639 Ben Hur Road Mariposa, CA 95338

Location:
Coulterville

TERMS	PROJECT

DESCRIPTION	QTY	COST	TOTAL
- Mariposa County will be applying for the permit to discharge water in the creek. Yosemite Falls will not be liable for any water that leaves the property.			

Please sign to accept this estimate.

TOTAL $955,462.44

SIGNATURE: _____

Estimate is vaild for 14 days.

TOKIO MARINE HCC

Surety Group
801 S Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

Bond Number 1001138376
Initial Premium $ 18,463.00

PAYMENT BOND – PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS, That we, Yosemite Falls Inc., as Principal, and American Contractor's Indemnity Company, a corporation organized and existing under the laws of the State of California, and authorized to transact a general surety business in the State of California as Surety, are held and firmly bound unto County of Mariposa, as Obligee, in the sum of Nine Hundred Twenty-Three Thousand One Hundred Fifty-Three------- Dollars ($923,153.00--------), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, the above-bounden Principal has entered into a contract dated May 7, 2024 with said Obligee to do and perform the following work, to wit:

Coulterville Drought Relief Project - Three (3) test wells, Three (3) pads and road

NOW, THEREFORE, if the above-bounden Principal shall faithfully pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply such person or persons, or subcontractors, with materials and supplies for the carrying on of such work, then this bond shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed and dated this 25th day of April, 2024.

Yosemite Falls Inc.
Principal

By: _____

U.S. Specialty Insurance Company
Surety

By: _____
Teresa R. Liles, Attorney In Fact

ACKNOWLEDGMENT

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
County of Merced)

On April 25, 2024 before me, Yolanda Rene Ochoa, Notary Public
(insert name and title of the officer)

personally appeared Teresa R. Liles,
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.

Signature Yolanda R Ochoa (Seal)

YOLANDA RENE OCHOA
Notary Public - California
Merced County
Commission # 2485423
My Comm. Expires Mar 26, 2028

TOKIO MARINE HCC

Surety Group
801 S Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

Bond Number 1001138376
Initial Premium $ Included

PERFORMANCE BOND – PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS, That we, Yosemite Falls Inc., as Principal, and American Contractor's Indemnity Company, a corporation organized and existing under the laws of the State of California, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto County of Mariposa, as Obligee, in the sum of Nine Hundred Twenty-Three Thousand One Hundred Fifty-Three---------- Dollars ($ 923,153.00--------), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, the above-bounden Principal has entered into a contract dated May 7, 2024 with said Obligee to do and perform the following work, to wit:

Coulterville Drought Relief Project - Three (3) test wells, Three (3) pads and road

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform or cause to be performed, "the works under the contract," then this bond shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed and dated this 25th day of April, 2024.

Yosemite Falls Inc.
Principal

By: _____

U.S. Specialty Insurance Company
Surety

By: _____
Teresa R. Liles, Attorney In Fact

ACKNOWLEDGMENT

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
County of Merced)

On April 25, 2024 before me, Yolanda Rene Ochoa, Notary Public
(insert name and title of the officer)

personally appeared Teresa R. Liles,
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.

Signature Yolanda R. Ochoa (Seal)

NNA1 YOLANDA RENE OCHOA
Notary Public - California
Merced County
Commission # 2485423
My Comm. Expires Mar 26, 2028 NNA1

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Michael D. Kemps, Michael J. Carpenter, Ruth B. Halstead,
Sherry L. Yorks, or Teresa R. Liles

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (***$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2398710
My Comm. Expires Apr 23, 2026

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25th day of April, 2024.

Corporate Seals
Bond No. 1001138376
Agency No. 2426 - PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA02/2023

visit tmhcc.com/surety for more information

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leap/Carpenter/Kemps Insurance Agency 3187 Collins Dr. Merced CA 95348	CONTACT NAME: Susan Cozzitorto-Ormonde PHONE (A/C, No, Ext): 209-386-5071 FAX (A/C, No): 209-384-0401 E-MAIL ADDRESS: scozzitorto@lckinsurance.com
INSURED YOSEM02 Yosemite Falls Inc. P.O. Box 1808 Mariposa CA 95338	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Star Ins. Company — 18023 INSURER B : Clear Spring Property & Cas Co — 15563 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1442192557 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		CP0987855	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA0987855	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			UM0987855	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CSWC01388802	4/1/2024	4/1/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured with respects to general liability.

CERTIFICATE HOLDER

Mariposa County Public Works
4639 Ben Hur Rd.
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

Susan Cozzitorto-Ormonde

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"General Decision Number: CA20240018 03/15/2024

Superseded General Decision Number: CA20230018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/09/2024
5	02/16/2024
6	02/23/2024
7	03/01/2024
8	03/08/2024
9	03/15/2024

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 02/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 80.91	23.82
Area 2	$ 62.26	23.82

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 47.88	23.29
(7) San Francisco, San Mateo	$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-011 04/01/2022

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 33.86	17.54
Area 2	$ 30.90	17.67
Area 3	$ 29.89	16.80
Tile Layer		
Area 1	$ 55.41	20.50
Area 2	$ 50.66	20.40

Area 3	$ 45.76	19.92

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	$2.00 per foot
101 to 150 ft	$3.00 per foot
151 to 220 ft	$4.00 per foot
221 ft.-deeper	$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes

Piledriver.....$ 54.10 34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 52.65	30.82

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 54.85 31.49
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 55.00 31.49
Journeyman Carpenter.....$ 54.85 31.49
Millwright.....$ 54.95 33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 11/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.68	3%+24.65
Technician	$ 59.43	3%+24.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 88.25	3%+42.315

ELEC0100-002 03/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.00	29.00

ELEC0100-005 12/01/2023

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.42

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and

surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 65.16	29.55
Zone B	$ 71.68	29.75

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 95.65	44.42
ELECTRICIAN	$ 83.17	44.045

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.745
Technician	$ 61.16	27.985

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 80.73	3%+42.87
ELECTRICIAN	$ 70.20	3%+42.87

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 53.34	7.75%+25.88
ELECTRICIAN		

(1) Tunnel work.....$ 46.67 7.75%+25.88
(2) All other work.....$ 44.45 7.75%+25.88

ELEC0595-006 11/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+24.15
Technician	$ 58.86	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 11/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+24.15
Technician	$ 47.01	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 78.00	45.88

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

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* ELEC0684-004 12/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.62

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 80.76	37.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1

RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 60.72	31.03
GROUP 2	$ 59.19	31.03
GROUP 3	$ 57.71	31.03
GROUP 4	$ 56.33	31.03
GROUP 5	$ 55.06	31.03
GROUP 6	$ 53.74	31.03
GROUP 7	$ 52.60	31.03
GROUP 8	$ 51.46	31.03
GROUP 8-A	$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		
Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15

Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15
Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 56.82	31.03
GROUP 1-A	$ 59.29	31.03
GROUP 2	$ 55.56	31.03
GROUP 3	$ 54.23	31.03
GROUP 4	$ 53.09	31.03
GROUP 5	$ 51.95	31.03
UNDERGROUND:		
GROUP 1	$ 56.72	31.03
GROUP 1-A	$ 59.19	31.03
GROUP 2	$ 55.46	31.03
GROUP 3	$ 54.13	31.03
GROUP 4	$ 52.99	31.03
GROUP 5	$ 51.85	31.03

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader;

Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson;

Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,

STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 48.57	37.55
AREA 2:		
(1) Leverman	$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 50.57	37.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.08	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.58	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 06/26/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 36.50	28.34
Area 2	$ 35.50	28.34

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30

GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not

listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72
GROUP 3.....	$ 45.41	27.72
GROUP 4.....	$ 44.96	27.72
GROUP 5.....	$ 44.42	27.72
Shotcrete Specialist.....	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		

Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 36.26	27.30
Traffic Control Person I....	$ 36.56	27.30
Traffic Control Person II...	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72

GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster;

Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 1-g	$ 36.70	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying,

dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure

pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade

checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30

GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 60.41	31.34
AREA 2	$ 56.28	29.94

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 40.85	22.40

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
  HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes

PAINTER.....$ 54.13 27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes

PLUMBER (Plumber,
Steamfitter, Refrigeration
Fitter).....$ 85.50 48.98

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0062-001 01/01/2024

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 52.00	40.90

PLUM0159-001 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 63.33	46.64
(2) All other work	$ 62.12	45.24

PLUM0246-001 01/01/2024

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 48.85	40.09

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* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials

in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 74.00	47.45

PLUM0355-004 07/01/2022

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 52.90	36.39

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 73.10	38.61

ROOF0027-002 01/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 42.51	16.11

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2023

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 52.43	22.19

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 46.73	21.36

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 74.63	38.51

SFCA0669-011 01/01/2024

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes

SPRINKLER FITTER.....$ 44.32 27.83

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-187

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Make a Determination in Accordance with County Purchasing Policy that Sole Source Procurement of Bridge Materials from ACROW is Consistent with the Provisions of Public Contract Code Section 3400(C)(2) to Match Similar Materials in the County; and Authorize the Director of Public Works and Transportation to Purchase Bridge Materials for Interim Repairs to the Indian Peak Road Bridge over Italian Creek

---

RECOMMENDATION AND JUSTIFICATION

Make a Determination in Accordance with County Purchasing Policy that Sole Source Procurement of Bridge Materials from ACROW is Consistent with the Provisions of Public Contract Code Section 3400(C)(2) to Match Similar Materials in the County; and Authorize the Director of Public Works and Transportation to Purchase Bridge Materials for Interim Repairs to the Indian Peak Road Bridge over Italian Creek.

Mark Thomas is designing a permanent two-lane reinforced concrete bridge on Indian Peak Road, approximately 250 feet east of Hirsch Road intersection. Meanwhile, the current timber deck is deteriorating, and the new bridge will not be ready before the existing one needs replacing. Replacing the wooden deck was considered, but it would not address issues of flexure and noise.

The proposal is for a single-lane truss-style bridge similar to the one in Catheys Valley on Indian Gulch Road. This design choice necessitates the use of the same bridge materials, making parts interchangeable and enabling Public Works to fabricate different spans or replace damaged panels as needed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Works has received a significant number of complaints regarding the condition of this bridge. In response, Roads staff have dedicated many hours to addressing these issues, indicating ongoing problems and high maintenance demands.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The most immediate and serious consequence of not replacing an aging or deteriorating bridge is the risk to safety. The Board has approved requests of this type when it adds to the overall efficiency of operations and maintenance.

FINANCIAL IMPACT

The bridge does not qualify for the FHWA Highway Bridge Program and must be funded by alternative methods. The temporary bridge will be paid for by APRA Roads Funds. No impact to the General Fund.

ATTACHMENTS

1. Acrow Quote

VOTE RESULT

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

ACROW

QUOTE TRANSMITTAL

To:	Matile Holloway	Date:	4/8/2024
Email / fax:	mholloway@mariposacounty.org	Pages:	3, Plus drawings
Company:	**Mariposa County**	From:	Deon Lourens
Project:	Mariposa CA, Emergency Bridge	Email:	Dlourens@acrow.com
		Phone:	360.607.1328

QUOTATION # 24-2801-0236

To the sale of the components to construct one 30-foot long 700XS® Acrow® Panel Bridge to be supplied in one clear span. The roadway width, curb-to-curb, is 12 feet. The design load is AASHTO HL-93, plus the additional load from an epoxy aggregate non-skid coating. The bridge comes complete with side trusses, floorbeams located at ten-foot centers, orthotropic steel plate decking with epoxy aggregate non-skid surface,, and bearings. Please pay particular heed to General Note #2a which addresses Freight Escalation.

FOR THE SALE PRICE OF $73,000.00

Sales tax (8.75%) $6,387.50

Excluded by Acrow // Supplied or Performed by Others:

- Assembly & installation
- Abutment / pier engineering & construction including bolsters for end-of-span floorbeams
- Asphalt overlay (if required) & paving membrane
- Bridge rail consisting of bolted on bridge panel thrie beam
- Bridge rail transitions design & supply (if required)
- Anchor bolts and retention angles (and seismic restraints if required)
- Lighting or signage (if required)
- Bridge assembly tools

Bridge weighs approximately 12 tons complete Acrow steel (no asphalt)

Bridge installation:

If installation of the bridge is via lift-in, Acrow will provide bridge weight and picking points so that the customer can develop an appropriate lift procedure.

Made in the USA

.....continued

General Notes:

1 Superstructure drawings and calculations signed and sealed by a CA P.E. are included. Installation procedures are also included. A load rating, if required, is a separate additional engineering service requiring significant additional engineering time, cost, and bridge site visit.

2 Price is FOB Acrow Warehouse in Lafayette, NJ, and includes today's market freight rates for freight prepaid to project site in Mariposa CA or closest accessible location by approximately 1 trucks. Return freight is excluded.

2a Delivery freight is quoted at $6,500 per truck. Additional freight charges may apply if final delivery market rates exceed the amount quoted per truck.

3 Engineering lead time is usually 4 – 6 weeks after receipt of project deposit and all required project information. After Acrow submits a final P.E.-signed and sealed engineering package for the project, any changes initiated by the client which require a resubmission of this package will incur additional engineering fees and re-negotiation of the agreed timeline.

4 Assembly of the bridge should take approximately 2 to 4 days with a 5-person ironworker crew plus a foreman and an operator with cranage. Assembly & installation times are offered as a guide only since job site conditions vary.

5 Technical assistance for 0 days during assembly and installation is included. Additional technical assistance is available at $ 1,200.00/day plus expenses. An Acrow technician must be on hand every time an Acrow bridge is moved.

6 Rental of launching and de-launching equipment, if any, is a ***separately stated line item.***

7 State and local sales taxes, property taxes, or franchise taxes, if applicable, are ***excluded***. Terms:

8 A $10,000 deposit is required to begin engineering submittals.
If renting Acrow equipment, a signed copy of our equipment lease, an insurance certificate per our lease agreement, and advance monies in the amount of the balance of the initial rent is required two weeks before shipment of the components. Additional monthly rental monies will be due on the first of the month and will be invoiced accordingly. If purchasing Acrow equipment, balance is due net 30 days from the ship date. Retainage is not acceptable.

9 Pricing is valid for 15 days from date of quotation. This order is subject to availability of materials at time of order. Acceptance of your order is subject to credit approval by Acrow. Acrow reserves the right to alter the deposit requirement or refuse the order if credit is not approved.

10 **Minimum rental period is 4 months.**

11 ***Acrow Bridges are fabricated in Pennsylvania, USA under quality assurance programs certified by ISO 9001 and the American Institute of Steel Construction (AISC) to have the personnel, organization, experience, capability, and commitment meeting the requirements of the Advanced (Major) Steel Bridges with Fracture Critical Endorsement categories as set forth in the AISC Certification Program. Acrow Bridges carry the European CE quality assurance mark certifying that all components conform with the applicable European Economic Region standards for safety, health, and environmental protections.***

Made in the USA

…… continued

TERMS AND CONDITIONS:

1. Quotation is valid for 15 days from date of quotation. However, Acrow reserves the right to make escalation or de-escalation adjustments to the price based on notification from steel suppliers.
2. Acrow requires six weeks advance delivery notification in writing. Any delivery date estimate is subject to receipt of deposit funds, pre-shipment payment amounts, approval of engineering drawings, and receipt of insurance certificate and executed lease agreement in the case of rentals. 1-½ hours unloading time has been allowed per truck. Any additional unloading time will be billed at $150.00 per hour.
3. Quotations are subject to availability of equipment on a "first come, first priority" basis. Payment of agreed deposit funds will reserve bridge components for a project if the items are in stock or Acrow will confirm delivery dates for all required new parts.
4. Acrow will only initiate engineering drawings and calculations upon receipt of agreed order documents and advance deposit monies in accordance with the General Notes.
5. State and local sales taxes are excluded and, if applicable, will be added to the total price and collected.
6. The use of tools and machines for assembly and installation along with grinders, reamers, welding and burning equipment are considered standard equipment that may be used for the assembly and erection of the bridge. The planning and cost of these items is the responsibility of the installer.
7. Acrow's quotation includes a technical advisor as noted in the general notes for each bridge. Additional days shall be invoiced at $1,200/day plus expenses. Acrow requires three weeks advanced notice in writing for an onsite technical advisor. The technical advisor's responsibility is strictly limited to advising the installer as to standard assembly techniques of the bridge parts. Non-standard or unusual job site conditions may cause longer erection hours and actual installation time may vary considerably by the personnel and equipment capabilities of the installer, as well as job site conditions. Acrow makes no express or implied warranty regarding installation time estimates; therefore, labor and equipment costs estimates are solely the responsibility of the installer.
8. All sales orders are subject to satisfactory payment schedule including deposit funds and credit approval. Extended credit amounts for equipment sales or engineering services are due in full 30 days from invoice date. Balanced not paid in accordance with the stated terms will be subject to a 1.5% monthly interest charge. Continuing rental period payments are due in full on the first day of the rental period. Deposit amounts, Initial Term/Minimum rental amounts are due upon receipt of invoice. Acrow is acting as a supplier and not a contractor or subcontractor. Acrow will not accept retainage holdbacks.
9. Any delay of equipment delivery requested by the purchaser will subject the order price to escalation adjustments and storage charges. Purchaser agrees to pay 100% of the order price for delays more than 60 days or Acrow reserves the right to use the equipment for other orders.
10. All substructure designs and construction are the sole responsibility of the installer.
11. Cancelled orders will be subject to 15% fee for standard components. Non-standard components will be billed at full price.

Made in the USA

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-188

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Rescind Resolution No. 2024-142; Approve an Agreement with Caltrans for 2023/2024 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Director of Public Works and Transportation to Sign the Agreement (Subject to Approval as to Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Rescind Resolution No. 2024-142; Approve an Agreement with Caltrans for 2023/2024 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Director of Public Works and Transportation to Sign the Agreement (Subject to Approval as to Form by County Counsel).

On April 23, 2024, Caltrans informed staff that they had made an accounting error in the previous agreement. The agreement amount should have been $236,573.00 instead of $275,573.00. Caltrans is requesting that the Mariposa County Board of Supervisors approve the corrected agreement.

The opportunity to exchange and claim these funds occurs each fiscal year and allows the County to use these funds to supplement the Road Division Budget. These funds will be realized in FY 2024/2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Road Division has relied heavily on the annual RSTP exchange dollars for general maintenance for several years. This exchange has occurred on an annual basis since the inception of the Surface Transportation Program in 1991. Board has previously approved The RSTP annual agreement for FY 2022/2023 with Resolution #2023-195.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this request will result in the loss of RSTP Funds for Road Division Maintenance.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 1233 - 5940156 ME - 5-14-24 - Signed (1)

VOTE RESULT

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

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

10 MARIPOSA District County

Agreement No. X24-5940(156) AMS Adv ID:1024000193

THIS AGREEMENT is made on May 14th, 2024, by the COUNTY of MARIPOSA , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

$157,715.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2023/2024.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/ RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance		
Accounting Officer Jennie Lee	Date 4/23/2024	$ 236,573.00

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY $78,858.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2023/2024.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed $236,573.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within

such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under

current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

By: _____

Office of Project Management Oversight
Division of Local Assistance

Date_____

COUNTY OF MARIPOSA

By: _____

Title: **Director, Public Works & Transportation**

Date: **May 14th, 2024**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-189

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the Military Appreciation Banner Program for the Town of Coulterville

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RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the Military Appreciation Banner Program for the Town of Coulterville.

The VFW Post 9454 Auxiliary is organizing a "Military Appreciation Banner Program" that will involve hanging 2 1/2-foot wide by 4-foot tall banners on existing light poles on Main Street. If needed, temporary poles would be installed to accommodate more banners than existing poles.

The community will purchase the banners. The banners will display the name, branch of service, date of service, and either a photo of the person or the branch emblem of active duty of veterans killed in action. The banners will be installed one week before Memorial Day and removed one week after July 4th.

The banners will be professionally printed and installed by a licensed and insured contractor who will donate his time.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved banners in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the program will be denied by the County.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Encroachment Ap**
2. **Letter to the Board**
3. **Banner example**
4. **Maps**
5. **Insurance**

VOTE RESULT

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

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 04/15/2024 Building Permit #: _____

APPLICANT: Lindsay Burtle on behalf of the VFW Post 9454 Auxilliary

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) MAIN ST, COULTERVILLE 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)

INSTALL TEMPORARY POLE BANNERS TO BE DISPLAYED FROM MEMORIAL DAY TO JULY 4TH OF OUR COMMUNITIES ACTIVE SERVICE AND VETERANS AS A THANK YOU.

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

PLEASE SEE PHOTOS OF EXISTING POLES THAT WOULD BE USED ALONG WITH PROPOSED LOCATIONS OF NEW TEMPORARY POLES IF NEEDED. PLEASE SEE ATTACHED DESCRIPTION

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: N/A

5. ADDRESS OF PARCEL: N/A

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

DATE ISSUED: _____

PHONE NUMBER: _____

OWNERS NAME: VFW POST 9454

PRINTED NAME OF APPLICANT: LINDSAY BURTLE

SIGNATURE OF APPLICANT: _____

MAILING ADDRESS: PO BOX 453
COULTERVILLE, CA 95311

THOM JENKINS V.F.W. POST 9454

Michael Smith, President
Post Commander

Suzanne Beringer
Auxiliary President

Post 9454
6015 Main Street
Coulterville, Ca. 95311
(209) 878-3939

Date: April 18, 2024

To: Mariposa County Board of Supervisors

From: Lindsay Burtle, Conductor and Americanism Committee Chairman of VFW Post 9454 Auxiliary

The VFW Post 9454 Auxiliary is organizing a "Military Appreciation Banner Program" for the City of Coulterville.

The banner program would have vinyl banners 2 ½ feet wide by 4 feet tall hung vertically on existing light poles on Main Street. If needed, temporary poles would be installed to accommodate more banners than existing poles. This would solely be dependent on the number of banners purchased by the community. The banners would display the name, branch of service, date of service and either a photo of the person or the branch emblem of active duty, veteran and killed in action military personnel. This will be a great way for our town to show our patriotism and to honor these great people. The banners would be installed 1 week before Memorial Day and removed 1 week after July 4th.

The banners will be installed by a licensed and insured contractor Keith Muncy who will be donating his time. The banners will be printed professionally and the cost of the banner will be only to cover the production and installation costs. We are respectfully asking the Board of Supervisors to waive the encroachment permit fees associated with the program to help keep the cost of the banners low and as a thank you to these selfless individuals.

Thank you, any consideration will be greatly appreciated

Lindsay Burtle – Americanism Committee Chairman

VFW
VETERANS OF FOREIGN WARS.

COULTERVILLE

REMEMBERS

THOMAS JENKINS

MARINES



1990-1991

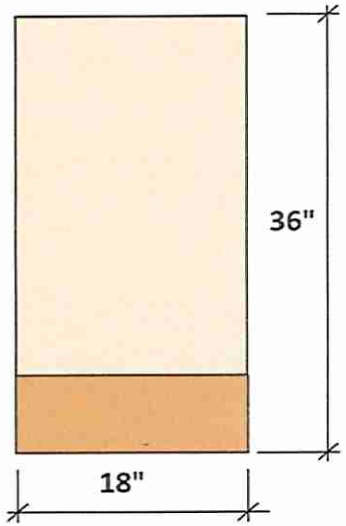


Figure One: Standard Dimensions

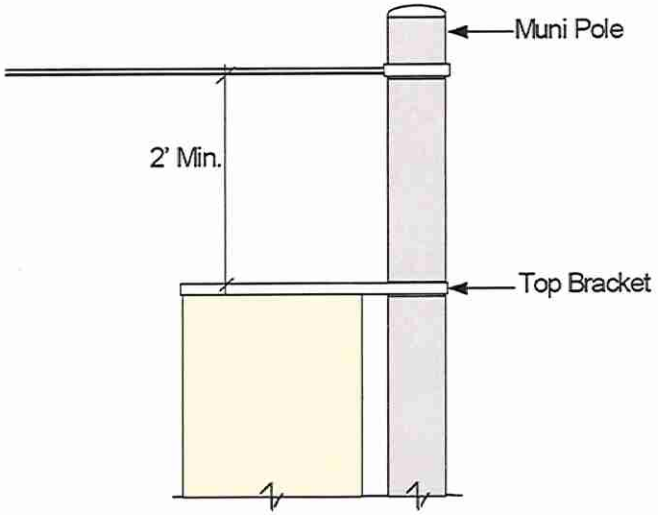


Figure Two: Muni Pole Clearance

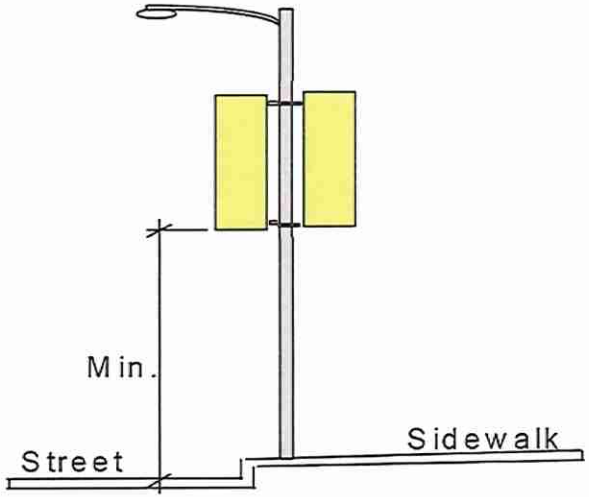


Figure Three: Height Clearances



Figure Four: Bracket Detail


10312-AB
10310
Veterans of Foreign Wars
5019
5021
Yosemite Garage
5020
Park Ln
Coulter Cafe
Greeley Hill Rd
5018
5018
38A
Proposed temporary pole installs
5011
Park Ln
5016
Pine St
Pine St
Pine St
10300
Water St
Layers
Google


5011
Park Ln
5007-5009
5007
5016
5014
5012
5010A
5010
5012B
5001
5008
United States Postal Service
Hotel Jeffery
3.4 ★ (16)
2-star hotel
5006
Water St
W 1st St
Golden Chain Hwy
Yosemite Coulterville Inn
4.7 ★ (3)
2-star hotel
Red is existing light poles
5000
5002
5012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jeff Shaw Farmers Insurance PO Box 1903 Mariposa CA 95338	**CONTACT NAME:** Jeff Shaw **PHONE (A/C, No, Ext):** 209-742-6660 **FAX (A/C, No):** 209-966-4940 **E-MAIL ADDRESS:** jshaw@farmersagent.com
INSURED Mariposa County Chamber of Commerce PO Box 425 Mariposa CA 95338	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** United States Liability Insurance Company **INSURER B :** Mid-Century Insurance Company **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	[X]	[ ]	NBP1559291D	12/21/2023	12/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ]	[ ]	[ ]				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
A	[X] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	[X]	[ ]	CUP1562413D	12/10/2023	12/10/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	[ ]	A09599247	05/01/2023	05/01/2024	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		[ ]	[ ]					

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

The County of Mariposa, its officials, employees & volunteers are included as Additional Insureds with respect to General and Auto Liability. Insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions, and exclusions. Waiver of provisions, conditions, and exclusions.

CERTIFICATE HOLDER

County of Mariposa
5100 Bullion St
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-190

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Director to Award Financial Support to Mariposa County Youth Sports Organizations

---

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Award Financial Support to Mariposa County Youth Sports Organizations.

The Board appropriated a total of $7,000 from the Parks and Recreation FY 23/24 budget to assist Mariposa families with the affordability of local youth sports programming while also investing in the financial sustainability of youth sports programming in Mariposa County.

Bears Football and Cheer $2,000, Yosemite Composite Mountain Bike Team $1,000, Youth Soccer $1,000, Girls Youth Softball $2,000, and Flag Football $1,000.

Staff reached out to the various youth sports organizations seeking letters of request for financial assistance for local sports groups. Parks & Recreation received five letters of request for assistance.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 12, 2024, the Parks & Recreation Commission met to discuss the five letters that were received requesting funds for their sports group. The groups were asked how many kids are enrolled, length of the program, cost of the programs, and what the grant monies would be used for. The Commission made the monetary awards based on the needs of each organization.

In the past, the Board has made similar investments in sports organizations serving the youth of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the appropriated fund disbursements will not be spent or reapportioned and this investment in youth sports programming will cause escalating participation fees and the inability of organizations to assist families with the affordability of participation.

FINANCIAL IMPACT

None, funds are budgeted.

ATTACHMENTS

1. **Letter to sports groups**
2. **Request from Mariposa Bears**
3. **Request from Mariposa Girls Softball League**
4. **Request from Mariposa Soccer League**
5. **Request from Rise Flag Football**
6. **Request from Yosemite Composite Mountain Bike Team**

VOTE RESULT

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

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities - Fleet Maintenance – Parks & Recreation – Roads - Solid Waste – Surveyor – Transportation – Utility Operations

Team, Service, Stewardship

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Attn: Youth Sports Club President

Mariposa Parks & Recreation is excited to reach out to youth sport organizations within the community to inform you of the opportunity to receive funding through our Youth Sports grants. We currently have $7,000 available to help support the youths of Mariposa County.

If you are interested in applying to receive funding that can help benefit and/or improve your youth sport league, please submit a letter detailing your program. Included in your letter, please provide the number of youths enrolled, age range, average cost per child, what the funds will be used for and the amount of funding you are requesting.

Please keep in mind that our goal is to be able to provide grants to each program that applies. Please submit all letters to the Mariposa County Parks & Recreation office at PO Box 732 no later than February 20th. We look forward to hearing back from you.

Sincerely,

Lexie Verdugo
Recreation Manager
Mariposa Parks & Recreation
4998 County Park Rd
Mariposa, Ca 95335
(209) 966-2498
lverdugo@mariposacounty.org

MARIPOSA BEARS
Youth Football & Cheer
P.O. Box 1355 Mariposa CA, 95338 info@mariposabears.org

Dear Mariposa Parks & Recreation,

Thank you for your continual commitment to youth sports in our community and allowing us the opportunity to request funding through the Youth Sports grant.

The Mariposa Bears Youth Football & Cheer organization is committed to promoting community, citizenship, good sportsmanship, and the physical/mental development of our youth. The program is offered to both boys and girls ages 5 through 14 across Mariposa County. Through our football and cheer program, children can participate in healthy and organized competitions and develop teamwork with their pears. We are expecting 105-130 participants this year. Our registration fees range from $225 to $525. Our goal is to provide all children with the opportunity to play despite their financial situation.

This year the board would like to upgrade old, tired equipment. Specifically, we want to focus on purchasing new helmets with more current safety features. Also, we are looking to purchase new hitting pads. So, your grant offer is greatly appreciated. We are estimating the cost for the new equipment to as follow:

$10,000.00 – New Helmets for upper divisions
$5,000.00 – Helmets reconditioning for the season
$3,000.00 – New tackling bags and blocking shields
$2,000.00 – Insurance fees for the season covering participants

Again, we are grateful for your generosity, any amount will be well received and put to good use to serve our youth. Your grant may be tax deductible as Mariposa Bears is registered as a 501 c 3, not-for-profit organization. Our Federal Employer Identification Number (FEIN) is 81-3449457.

Sincerely,

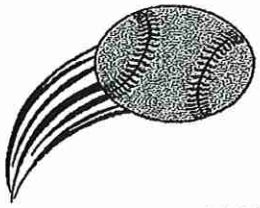
Kaene Soto

Kaene Soto

President

Mariposa Bears Youth Football & Cheer

(714)928-7686



5259A Toyon Drive
Mariposa, CA 95338

Phone (209) 628-3679
E-mail: mariposagirlssoftball@gmail.com

Mariposa Girls Youth Softball League

January 19, 2024

Cassidy Engfer
Parks & Recreation Supervisor
PO Box 732
Mariposa, CA 95338

Re: Youth Sports Grant

Dear Ms. Engfer

Many thanks to the Mariposa County Public Works Department for the prospect of funding to assist our Youth Sports Leagues! Mariposa Girls Youth Softball League is very excited for this opportunity.

Mariposa Girls Softball League originated over a decade ago and has consistently had 75-100 girls ranging in age from 6-14, registered in the league each year. I have been involved with this league since 2015 and have seen how the league funnels players directly into the middle school and high school teams for players that wish to pursue that. For those that choose not to, I have watched them make new friends, develop a sense of teamwork and make childhood memories during their time playing with MGYSL. Registration costs have also fluxuated during that time between $60-$80 per child, with multiple child discounts and scholarships available.

We are requesting $1,700 in funds; $1,200 to be used for equipment upgrades and $500 to be used for offering scholarships. However, in light of substantial field fee increases being considered by Mariposa County Unified School District, we would also welcome additional funds that are available and would utilize them toward the field fee increases.

MGYSL would like to thank you again for your interest in assisting Mariposa's Youth Sports Leagues as they are all such an important part of this community. We look forward to hearing from you.

Sincerely,

cpmorrow

Courtney Progner Morrow
Board Secretary
Mariposa Girls Youth Softball League

January 18, 2024

Dear Mariposa County Parks & Recreation,

Thank you for the opportunity to request sponsorship from Mariposa County Parks & Recreation for 2024! We very much appreciate your support of Mariposa Soccer League - your team has been great to work with in coordinating the use of fields and lights. This our second year of programming, with your support, we were able to host over 450 youth in our recreation program, 125 players in our competitive travel club, and 185 adults in our Adult League! We wouldn't be able to host these kinds of healthy opportunities for our community without your steadfast partnership.

For 2024, we would like to request a $1,000 sponsorship to support the purchase of two new 18' 60mm aluminum, highly durable moveable goals that we could use at Catheys Valley Park as well as support our use of lights at Woodland Park & Catheys Valley Park.

- The goals cost approximately $2,198 per set. The goals would allow us to host official competitive matches at Catheys Valley Park for some of our age groups, enable players to practice on larger goals, and can be moveable as needed, as we recognize that Catheys Valley is a shared recreation space for multiple sports.
- We anticipate having an increase in light use this coming year with the addition of more consistent year round soccer. We project that we may accrue near $1,500 in fees from light use at Woodland Park & Catheys Valley Park.

Thanks for considering our request of $1,000 this year to support these parts of our programming. In return, your sponsorship will be promoted on our website and social media.

Thanks again and we look forward to hearing from you!

Kass Bissmeyer
President, Mariposa Soccer League
mariposasoccerleague@gmail.com

Sierra Mt. Foothills Mariposa

5778 Old Orchard Ln., Mariposa CA, 95338 sierramt@uariseflag.com

Dear Mariposa Parks & Recreation,

I am reaching out to you on behalf of RISE Flag Football, a newly established community organization with the mission of promoting physical activity, camaraderie, and character development among local youth through our inaugural boys and girls flag football league. As we embark on this exciting journey, we are seeking financial support to launch and sustain this league, making it an accessible and enriching experience for the young athletes in our community.

Our boys and girls flag football league aims to provide an inclusive and organized platform for youth aged K-8 to engage in flag football, promoting teamwork, sportsmanship, and a love for a healthy, active lifestyle. This league will not only serve as a recreational outlet but also development and feed program to the newly girls flag league at Mariposa High School.

Our registration cost is $125, but launching a brand-new boys and girls flag football league involves several essential components, each with associated costs, including but not limited to:

Equipment: Quality flag belts, footballs, cones, and other necessary training gear for all participating teams.

Field Rental: Costs associated with securing suitable playing fields for practices and games.

League Administration: Expenses related to league registration, insurance, and logistical coordination.

Uniforms and Apparel: Team jerseys, shorts, and other necessary attire for players.

Outreach and Promotion: Marketing materials, community engagement events, and promotional initiatives to attract participants and supporters.

To successfully launch and sustain our boys and girls flag football league, we are seeking a raise through fundraising and grants of $5,000.00. This funding will be instrumental in covering the initial setup costs and ensuring the league's viability as a long-term community resource.

We sincerely appreciate your consideration of our grant request and the potential positive impact it can have on the youth in our community. We are enthusiastic about the prospect of establishing a vibrant flag football league that will enrich the lives of participants and contribute to the overall well-being of our community.

Thank you for your commitment to fostering healthy communities and empowering our youth.

Sincerely,

Kaene Soto

Kaene Soto

Commissioner / Operator

RISE Flag Football – Sierra Mt. Foothill Mariposa

(714)928-7686

Yosemite Composite Mountain Bike Team
PO Box 410
Mariposa, CA 95338

January 10, 2024

Cassidy Engfer
Parks and Recreation Supervisor
Mariposa County Parks and Recreation

Dear Cassidy,

I'm writing to request funds for a youth sports organization, the Yosemite Composite Mountain Bike Team. "Yosemite Composite" was formed in 2022 and is open to all 6th – 12th grade students in Mariposa County. We are part of the National Interscholastic Cycling Association (NICA) and the Northern California Interscholastic Cycling League (www.norcalmtb.org).

Our season is December through May. We have 28 student-athletes and 11 licensed coaches in 2024. All coaches complete background checks and extensive training (concussion awareness, abuse prevention, first aid, bike skills, coaching philosophy). NICA provides our team with generous liability insurance. Coaches lead rides every Monday and Wednesday after school in the Stockton Creek Preserve. On Saturdays we enjoy team rides at various locations. There are four race weekends held throughout Northern California. We compete with about 40 other teams and typically more than 1,000 kids attend race weekends. Racing is optional. We emphasize teamwork, building confidence on and off the bike and achieving personal bests.

Team members pay registration fees to NICA and the NorCal league ($90 total to leagues) and each race is $50 ($200 per child for all regular season races). Our team does not collect any fees.

We are requesting $1,000 from Mariposa Parks and Recreation to pay race fees for families that need assistance. This will cover 20 individual race registrations. We expect this full amount to be used for race registrations but any remaining funds will be used to purchase equipment to keep kids' bikes in good condition (e.g. tubes, tires, chains).

Yosemite South Gate Trail Cooperative (YSGTC) is a 501.c.3 that serves as our non-profit fiscal sponsor and manages funds for our team. The Tax ID# / EIN for YSGTC is 82-2682268.

Thank you for considering our request and for helping get more kids on bikes!

Sincerely,

Mike Cleary
Team Director and Head Coach
Yosemite Composite Mountain Bike Team
www.yosemitemtb.com
209-617-5080

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-191

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Authorizing the FY 2024/2025 Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Authorizing the FY 2024/2025 Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 28, 2017, the Governor signed Senate Bill (SB 1) to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and roads. SB1 increased the fuel excise tax, diesel fuel sales tax, and vehicle registration fees and provides inflationary adjustments to tax rates for future years. The collected revenue is placed in the State Road Maintenance and Rehabilitation Account (RMRA) for allocation.

State law requires the County to establish eligibility for their funds on an annual basis. The projects identified in the resolution are operational and include: striping, ditching & brushing, patching & repair, gravel road maintenance, and debris removal from our bridges and culverts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County would not receive roughly $2.2 million dollars in additional Roads funding. The addition of this funding allows the County to maintain its road infrastructure.

FINANCIAL IMPACT

Public Works will receive an estimated $2.2 million of SB 1 (RMRA) funding. Funding is included in the proposed Public Works Roads budget.

ATTACHMENTS

1. Resolution - SB 1 Project List 24-25

VOTE RESULT

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

RESOLUTION NO._____

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Mariposa County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Mariposa County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for project completion, and the estimated useful life of the improvement; and

WHEREAS, Mariposa County, will receive an estimated $2,342,996 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the 8th year in which Mariposa County is receiving SB 1 funding and will enable Mariposa County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Mariposa County has undergone a robust public process to ensure public input into the community's transportation priorities; and

WHEREAS, Mariposa County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help Mariposa County maintain and rehabilitate 560 centerline miles of streets and roads, 89 bridges, add active transportation infrastructure throughout Mariposa County this year and dozens of similar projects in the future; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that Mariposa County streets and roads are in an "at-risk" condition and this revenue will help to increase the overall quality of the road system and over the next decade will bring streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Mariposa County, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

   Project Title: North and East Area Striping.
   Project Description: Project will include striping of centerlines, edge lines and pavement markings.
   Project Location: Roadways throughout North Area of the County including, but not limited to, the communities of Bear Valley, Hornitos, Coulterville, and Greeley Hill. Roadways in the East Area of the county including, but not limited to, the communities of Mariposa, Ponderosa Basin, Midpines, and Bootjack.
   Estimated Project Schedule: Start (08/24)– Completion (10/24) based on the component being funded with RMRA funds.
   Estimated Project Useful Life: 3-4

   Project Title: East & West Area Ditching and Brushing.
   Project Description: Project will include roadside maintenance for ditching, brushing, and cutting to remove hazardous trees and low hanging foliage for site distances.
   Project Location: Roadways in the East & West Area of the county including, but not limited to, the communities of Mariposa, Ponderosa Basin, Lush Meadows, Bootjack, Midpines, Hornitos, Bear Valley, and Cathey's Valley.
   Estimated Project Schedule: Start (07/24)– Completion (06/25) based on the component being funded with RMRA funds.

Estimated Project Useful Life: 3-4

Project Title: Countywide Pavement Patching and Repair.
Project Description: The project will include dig-outs, patching, chip seal, and shoulder backing.
Project Location: Roadways throughout the County including, but not limited to, Old Toll Road, Ernst Road, Indian Peak Road, Old Highway Road, Darrah Road, East Whitlock Road, and Ashworth Road.
Estimated Project Schedule: Start (07/24)– Completion (06/25) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 1-5

Project Title: Gravel Road Maintenance.
Project Description: Project will include grading, applying crushed aggregate, and re-contouring gravel roads.
Project Location: Roadways throughout the county including, but not limited to, Chowchilla Mountain Road, East Westfall Road, Cuneo Road, and Hunters Valley Road.
Estimated Project Schedule: Start (07/24)– Completion (06/25) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 1-5

Project Title: Creek Debris Removal Projects.
Project Description: The project will include environmental permits and removing debris and vegetation from bridges and culverts which may obstruct the passage of stormwater.
Project Location: Crossings throughout the County including, but not limited to, Agua Fria, Mariposa, Chowchilla, Bear, and Maxwell Creeks.
Estimated Project Schedule: Start (07/23)– Completion (06/24) based on the component being funded with RMRA funds.
Estimated Project Useful Life: 1-5

Project Title: County Roads Offices/Shop Building.
Project Description: The project will be to utilize an existing location to build or purchase a building to house Roads Division offices. This building would include a workshops to perform maintenance on small engines and chain saws.
Project Location: Mariposa County Public Works Yard located at 4639 Ben Hur Road.
Estimated Project Schedule: Start (07/24)– Completion (06/25) based on the component being funded with RMRA funds.

Estimated Project Useful Life: 1-5

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County, State of California this _____ day of _____, 2024, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-192

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Updated By-Laws of the Parks and Recreation Commission

---

RECOMMENDATION AND JUSTIFICATION

Approve Updated By-Laws of the Parks and Recreation Commission.

Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 8, 2022, Resolution 2022-637, the Board approved amending the Committee Policy which includes guidelines for the By-Laws that each committee needs to update for consistency between all county committees.

On February 15, 2022, the Board adopted Resolution 2022-115 establishing a new Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees.

On August 24, 2021, the Board discussed the concept of a committee's policy and gave direction to the Clerk of the Board to develop the same.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the By-Laws for this committee will not be in effect.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Recreation Commission - By-laws 2024

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

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

BYLAWS OF THE PARKS AND RECREATION COMMISSION

ARTICLE 1 - PURPOSE AND AUTHORITY

Section A - The Parks and Recreation Commission is established under the authority of the Mariposa County Board of Supervisors, Mariposa County Code Chapter 2.56 ORD 1069, adopted on March 9, 2010.

Section B - Its purpose is to act in an advisory capacity to the Board of Supervisors in respect to public recreation: planning, maintenance, development, and operation of all recreation areas/facilities owned, controlled, and/or leased by the County. To make recommendations to the Board regarding the acquisition and/or development of recreation areas and facilities.

Section C - The Parks and Recreation Commission is advisory to the Board of Supervisors and, as such, shall not take part officially in, nor shall it lend its influence to, any political cause or issues.

Section D - The Parks and Recreation Commission is advisory to the Public Works Department and the Board of Supervisors only. Commission recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Parks & Recreation Commission is not empowered by ordinance, resolution, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed elected officials.

ARTICLE 2 - MEMBERSHIP AND TERM OF OFFICE

Section A - The Parks and Recreation Commission is limited to seven (7) members in accordance with the establishing authority.

1) Five (5) members, one representing each Supervisorial District.

2) Two (2) members of the public to serve as at-large members.

3) Commission members are volunteers and will not receive compensation for their service to the committee.

Section B - Each term is for a period of four (4) years.

Section C - Staggered Terms Upon Initial Formation

1) Upon initial formation, staggered terms for members shall be established to ensure continuity and stability.

2) Three (3) members shall serve an initial term of three (3) years, two

(2) members shall serve an initial term of two (2) years; and two (2) members shall serve an initial term of one (1) year.

3) The duration of a member's initial term shall be assigned upon appointment by the Board of Supervisors.

Section D - If a member of the Recreation Commission is absent from three successive regular meetings without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Commission shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Section E - Members shall notify the Commission Secretary and Chairperson of an absence a minimum of twenty-four (24) hours prior to a regular or special meeting of the Commission. If a member of the Parks and Recreation Commission accumulates two (2) unexcused absences during any twelve (12) month period, the Parks and Recreation Commission will recommend the member to the Board of Supervisors for dismissal.

ARTICLE 3 - OFFICERS

Section A - The Parks and Recreation Commission shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year, and a Secretary if staff is not available.

Section B - The Chairperson provides general supervisory guidance to the Parks and Recreation Commission and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the commission unless this responsibility is delegated in writing.

Section C - In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D - The Secretary records the minutes of all Commission meetings and handles commission correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory commissions notices, agendas, and minutes for all meetings, if needed.

ARTICLE 4 - MEETING PROCEDURES

Section A - All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act, and all other applicable laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1) As County-affiliated entities, the tops of all commission agendas shall display the County emblem in compliance with the County Branding Policy.

2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to “In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Public Works Department at (209) 966-5356.”

Section B - Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C - Meetings may only occur when a quorum of commission members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory commission and any subcommittee shall be open to the public to the extent required by the Brown Act. Those meetings which are required to be open to the public according to the Brown Act are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E - The Chairperson shall be the Presiding Officer at all commission meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F - Robert's Rules of Order shall govern the operation of the commission in all cases not covered by these bylaws.

Section G - Each voting member has one vote and no proxy.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-193

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Courtney Morrow, Treasurer/Tax Collector/County Clerk
RE:	Approve Annual Authority of the Treasurer to Invest and Reinvest Funds of the County and Funds of the Other Depositors Pursuant to Government Code Sections 27000.1 and 53607

RECOMMENDATION AND JUSTIFICATION

Approve Annual Authority of the Treasurer to Invest and Reinvest Funds of the County and Funds of the Other Depositors Pursuant to Government Code Sections 27000.1 and 53607.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this action in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County would be out of compliance with Government Code.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. Gov't Code 27000

VOTE RESULT

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

Government Code

27000.1.
Subject to Section 53607, the board of supervisors may, by ordinance, delegate to the county treasurer the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury, pursuant to Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5. The county treasurer shall thereafter assume full responsibility for those transactions until the board of supervisors either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in Section 53607. Nothing in this section shall limit the county treasurer's authority pursuant to Section 53635 or 53684.
(Amended by Stats. 1996, Ch. 749, Sec. 1. Effective January 1, 1997.)

53607.
The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.
(Amended by Stats. 1996, Ch. 749, Sec. 6. Effective January 1, 1997.)

53646.
(a) (1) In the case of county government, the treasurer may annually render to the board of supervisors and any oversight committee a statement of investment policy, which the board shall review and approve at a public meeting. Any change in the policy shall also be reviewed and approved by the board at a public meeting.
Amended by Stats. 2009, Ch. 332, Sec. 68.5. (SB 113) Effective January 1, 2010.)

MARIPOSA COUNTY

Board of Supervisors

County Service Area 1M

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve an Agreement to Sell Surplus Real Property (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011) in the Lake Don Pedro Area to the Keller Family Trust at the Agreed-Upon Price of $200,000; and Authorize the Board Chair to Sign the Agreement and Any Documents Needed to Complete the Sale (Subject to Approval as to Legal Form)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement to Sell Surplus Real Property (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011) in the Lake Don Pedro Area to the Keller Family Trust at the Agreed-Upon Price of $200,000; and Authorize the Board Chair to Sign the Agreement and Any Documents Needed to Complete the Sale (Subject to Approval as to Legal Form).

On July 7, 2022, the Board approved an agreement to sell 162 acres of County-owned land in the Lake Don Pedro region of Mariposa and Tuolumne Counties to the Keller Family Trust. This transaction has not yet closed escrow because of legal questions related to a title provision designating the property as a future landfill and its location in two different counties. These questions have now been answered with no substantive changes to the transaction, but a new agreement with current dates is necessary to complete escrow. This item would approve an agreement that honors the price ($200,000) and terms agreed upon in 2022 with an updated closing date of May 31, 2024.

Two additional details may be of interest to the Board at this time. First, there is a small group in the Lake Don Pedro subdivision that has expressed interest in acquiring this property for developing trails for local residents. The leaders of the group became aware of the sale after the original agreement was approved by the Board. While the timing is unfortunate, the item was noticed and advertised appropriately and the Board agreed to the sale. This group, or another local resident, may have also asked for the sheriff department inquiry that occurred in 2023 with no findings or concerns reported back to the County.

Second, all proceeds from this sale will belong to Mariposa County Service Area 1-M, which is specifically for the residents of the Lake Don Pedro area, including the wastewater treatment facility. No funds can be transferred to the General Fund or used for General Fund responsibilities.

This item is consistent with previous direction given by the Board. With all known issues now resolved, staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The property in question was donated to Mariposa County Service Area 1-M in 1973 from the Boise Cascade Recreation Communities Corporation of Delaware as a potential future landfill site for the community. This property was never developed and was instead leased for grazing cattle until the most current lease expired in May 2022.

Surplus property was a topic discussed by the Board as part of a real estate discussion and direction item on February 26, 2019. Staff was directed at that time to continue evaluating opportunities and return to the Board with a recommendation. On March 16, 2021, the Board discussed the subject property in Lake Don Pedro specifically and directed staff to investigate the title provisions designating the property a landfill and move forward with a sale. An appraisal was conducted and found the landfill provisions had no impact on the value of the property or its most likely uses. As removing the provisions had no effect on its appraised value, staff recommended moving forward with the sale of the property.

California State Code prescribes the process for county sales of surplus property, including a minimum of three full weeks of public noticing, a sealed bid process, and an oral bid process in a public hearing. This process was followed and the Board approved an agreement to sell the property to the highest bidder, the Keller Family Trust, on June 7, 2022.

After the sale, Inter-County Title Company questioned whether the condition placed on the deed in 1973 (designating the property as a future landfill site) could operate as a reverter. County counsel found that "the question has been entirely resolved by intervening changes to the law enacted by the legislature in 1982." Specifically, "the legislature abolished the possibility of reverter and recast it as a power of termination" and then "declared that powers of termination expire after 30 years." Because the Boise Cascade Recreation Communities Cooperation, which ceased operations in 1989, had not attempted to exercise any power of termination prior to January 1, 2013, or thirty years after this law went into effect, "the power of termination now has no legal effect and is merely a historical footnote in the record."

Despite legal assurances, Inter-County Title Company decided not to facilitate this transaction. Orange Coast Title Company in Santa Ana, California, was willing to open escrow and that was done shortly after. In the process of closing escrow, additional questions have arisen primarily related to the property's location across county lines and whether it should be recorded as two deeds or a single deed in both counties. These questions have now been resolved and staff is prepared to move forward as directed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The property will not be sold and CSA 1-M will not receive the proceeds of the sale. Staff may need direction on how to proceed.

FINANCIAL IMPACT

This item would generate approximately $200,000 in revenue for Mariposa County Service Area 1-M.

ATTACHMENTS

1. **Purchase and Sale Agreement**
2. **Grant Deed**
3. **Exhibit A: Legal Description**
4. **Notice of Exemption**
5. **Resolution_2022-259**
6. **Resolution_2022-332**
7. **Map of the Area**

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND INITIAL JOINT ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Initial Joint Escrow Instructions ("Agreement"), dated for reference purposes only May 7, 2024, is entered into by and between the Mariposa County Service Area 1-M, a political subdivision of the County of Mariposa ("Seller"), and Keller Family Trust ("Buyer"), and is predicated on the following facts:

RECITALS

Seller is the owner of certain real property consisting of approximately 162 acres located in the Lake Don Pedro area of Mariposa County, California, commonly known as Mariposa Assessor's Parcel Number 001-030-001 & Tuolumne Assessor's Parcel Number 071-120-011, as described more fully in Exhibit "A" attached hereto ("the Property").

On the terms, conditions and provisions set forth in this Agreement, Buyer desires to purchase, and Seller desires to sell to Buyer, the above-listed real property. Seller no longer requires the Property for future public use. Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

4. **PURCHASE PRICE.**

   A. The purchase price for the property shall be $200,000.

B. Seller and Buyer each agree to pay fifty percent (50%) of all fees and costs directly associated with the sale.

C. The purchase price shall be payable as follows:

i. Buyer has submitted to Seller, with this Agreement, a good faith deposit ("Deposit"), in the form of a cashier's check, in the amount of $20,000, equivalent to ten percent (10%) of the purchase price. This amount shall be deposited in Seller's bank account within five business days after the effective date. The deposit shall become nonrefundable to Buyer upon Buyer's delivery to Seller of the Contingency Period Notice as defined in 7(a)(ii) below accepting all conditions of the Property and waiving all contingencies.

ii. At least three business days prior to the close of escrow, Buyer shall deposit the balance of the purchase price with Escrow Holder, in immediately available funds, which shall be paid to Seller at close of escrow.

5. **ESCROW AND TITLE.**

A. Escrow Holder ("Escrow Holder") shall be:

Orange Coast Title Company
1551 N. Tustin Ave., Suite 840
Santa Ana, CA 92705

B. Within five (5) days after the effective date of this Agreement, Buyer shall open an escrow account ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed upon with written consent of both parties.

C. The Property shall be conveyed to Buyer from Seller by a grant deed ("Grant Deed") in the form customarily used by Escrow Holder, subject only to:
   i. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affective the development, use, occupancy or enjoyment of the Property; and
   ii. Exceptions which are approved and/or accepted by Buyer in accordance with section 7(A)(i) of this Agreement.

6. **CONDITIONS TO CLOSE ESCROW.**

A. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed is recorded in the official records of the County.

The Close of Escrow is estimated to occur on or around May 31, 2024.

B. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions, or Buyer's waiver in writing thereof, for Buyer's benefit on or prior to the dates designated for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

    i. Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve matters of and exceptions to the title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

        a. A preliminary report issued by Escrow Holder with respect to the Property; and
        b. Legible copies of all documents referred to in such preliminary report.

    Seller shall use its best efforts to deliver the Title Documents to Buyer within five business days following the effective date. Upon delivery of Title Documents, Buyer shall have fifteen (15) calendar days to give Seller and Escrow Holder written notice of Buyer's approval or disapproval of the Title Documents. Buyer's failure to give written notice of approval or disapproval of Title Documents within the specified time period shall be deemed Buyer's approval of the Title Documents.

    In the event that Buyer disapproves of Title Documents, Seller shall notify Buyer within five calendar days which of those disapproved title matters, if any, Seller is unwilling or unable to, after reasonable and good faith efforts, have eliminated from title to the Property by the Close of Escrow.

    Notwithstanding the foregoing, Buyer and Seller agree that deed restrictions related to the use of the property as a sanitary landfill have been disclosed and will not be resolved as a part of this transaction.

    If Seller is unable or unwilling to remove all of the title matters to which Buyer objects, or fails to respond to Buyer as required, Buyer shall have five business days from receipt of the Seller's notice, or the last day allowed for delivery of the Seller's notice, to notify Seller in writing that either (1) Buyer is willing to purchase the Property, subject to such disapproved exceptions, or (2) Buyer elects to terminate this transaction. Failure of Buyer to respond in

writing shall be deemed to be Buyer's election to terminate the transaction.

If this Agreement is terminated pursuant to this Section, the Deposit shall be returned to Buyer and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement.

ii. Title Insurance: Escrow Holder shall have obtained for the benefit of the Buyer a standard coverage CLTA Buyer's policy of title insurance showing title in the Property vested in Buyer.

iii. Seller's Deposit: On or before the date which is one (1) business day prior to the closing date, Seller shall have deposited with Escrow Holder funds sufficient to meet its obligations.

iv. Seller's Representations and Obligations: All representations and warrantees made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material aspects as of the Close of Escrow. Seller shall have also performed all of the obligations required to be performed by Seller under this Agreement.

v. Documents and Materials: Seller is exempt from providing any disclosures to Buyer. However, Seller will provide any reports or documents that are available to the public within ten (10) calendar days of Buyer's request.

vi. Approval of the County Board of Supervisors: The sale of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Mariposa County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer.

C. The Close of Escrow and Seller's obligation to consummate the transaction contemplated in this Agreement are subject to the satisfaction of the following conditions, or Seller's waiver thereof, for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Buyer's Obligations: Buyer shall have timely performed all of the obligations to be performed by Buyer under this Agreement.

ii. Buyer's Representations: All representations and warranties made by the Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow.

iii. Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

D. If any of the conditions set forth in this section are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement may be terminated by written notice from Buyer or Seller to the other party. In the event this Agreement is terminated as a result of a failure to meet the conditions to close escrow, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, except as otherwise provided herein, and the parties shall have no further obligations hereunder.

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller

and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

iii. Foreign Person: Seller warrants its non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1954, as amended, and agrees to execute a certificate to that effect at close of escrow.

iv. Seller's Warranty Regarding Authorization: Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

v. Hazardous Materials: Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 8.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the close of escrow and shall survive the close of escrow.

i. Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section 6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

12. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not

be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

13. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

14. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

15. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

16. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

17. **LAW.**

This Agreement shall be governed by the laws of the State of California.

18. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

19. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

20. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

21. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller at the close of escrow.

22. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

23. **EXHIBITS.**

The attached Exhibit and all items delivered into escrow are incorporated herein.

24. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

25. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

26. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

TO SELLER:

County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

TO BUYER:

Chris Keller
(408) 203-2197
ckeller@apple.com

Dawn Keller
(510) 862-0629
pudgeypig@me.com

27. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

28. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

29. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

30. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

31. **FORCE MAJEURE.**

Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's

work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control, (vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

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

BUYER:

Chris Keller

SELLER:

Miles Menetrey, Board of Directors Chair
Mariposa County Service Area 1-M

ATTEST:

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
Mariposa County Counsel

EXHIBIT A

(MPA APN 001-030-001 & TC APN 071-120-011)

A tract of land situated in portions of Sections 22 and 27, Township 2 South, Range 15 East, M.D.M. Mariposa County and Tuolumne County, State of California, said tract of land being more particularly described as follows:

All that certain real property conveyed to Mariposa County Service Area 1-M, a Political Subdivision of the County of Mariposa by Corporation Grant Deed, recorded July 5, 1973 in Volume 147 of Official Records, Page 480, Mariposa County Records, attached hereto as Exhibit B.

The above described tract of land is subject to any rights-of-way or easements of record or legally acquired.

Py RECORDING REQUESTED BY:

MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:

Chris Keller
790 Kalthoff Commons
Livermore, CA 94550

Order No.:
Escrow No.:

APN: MPA 001-030-001 and TC 071-121-011

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS $_____

_____ Computed on full value of property conveyed, or
_____ Computed on full value less liens and encumbrances remaining at time of sale.
_____ Unincorporated area of Mariposa County_____

For valuable consideration, receipt of which is hereby acknowledged,

Mariposa County Service Area 1-M, a political subdivision of the County of Mariposa hereby GRANT(S) to

Christopher J. Keller and Dawn R. Keller, Trustees of the Keller Family Trust, dated March 7, 2009,

the real property situated in the County of Mariposa and the County of Tuolumne, State of California, more particularly described as follows:

Legal description is attached hereto as Exhibit 'A', incorporated herein by reference.

Dated: _____

Miles Menetrey, Chair
Board of Directors, Mariposa County Service Area 1-M

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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 _____)

On _____ before me, _____, 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.

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.

Signature_____

EXHIBIT A

(MPA APN 001-030-001 & TC APN 071-120-011)

A tract of land situated in a portion of Sections 22 and 27, Township 2 South, Range 15 East, M.D.M. Mariposa County and Tuolumne County, State of California, said tract of land being more particularly described as follows:

All that certain real property conveyed to Mariposa County Service Area 1-M, a Political Subdivision of the County of Mariposa by Corporation Grant Deed, recorded July 5, 1973 in Volume 141 of Official Records, Page 480, Mariposa County Records, attached hereto as Exhibit B.

The above described tract of land is subject to any rights-of-way or easements of record or legally acquired.

Prepared by:

Russell A Marks

Dated: April 22, 2022

Russell A. Marks, PLS No. 6377

Mariposa County Surveyor



EXHIBIT B

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name / Street Address / City & State:
Mariposa County Clerk
Mariposa County Courthouse
Mariposa, California

RECORDED AT THE REQUEST OF Co Clerk
July 5 19 73 AT 10 MIN. PAST 2 O'CLOCK P M. IN
VOL 147 OF OFFICIAL RECORDS, PAGE 480
MARIPOSA COUNTY RECORDS.
Barbara Boyle RECORDER FEE $ 2.00
Zelma Jeffers, Deputy
No. 2561

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name / Street Address / City & State:

AFFIX I.R.S. $ -0- IN THIS SPACE
R.P.T.T.

Corporation Grant Deed

TO 406 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. BOISE CASCADE RECREATION COMMUNITIES CORPORATION OF DELAWARE, a Delaware Corporation who acquired title as PACIFIC CASCADE LAND COMPANY, INC., a Delaware a corporation organized under the laws of the state of Corporation hereby GRANTS to

MARIPOSA COUNTY SERVICE AREA 1-M, a Political Subdividion of the County of Mariposa

the following described real property in the County of Mariposa and Tuolumne, State of California:

All that certain real property situate in the Counties of Mariposa and Tuolumne, State of California, being more particularly described as follows:

PARCEL 1: The South ½ of the Southwest ¼ of Section 22 and the West ½ of the Northwest ¼ of Section 27, T. 2S., R.15E., M.D.M. containing approximately 160 acres.

PARCEL 2: The West 66 feet of the Northwest ¼ of the Southwest ¼ of Section 27, T. 2S., R. 15E., M.D.M. containing approximately 2 acres.

This Grant is made subject to the express condition that the property shall be maintained and used exclusively as a Sanitary Land Fill Site for the benefit of Lake Don Pedro Subdivision, a subdivision located in Mariposa and Tuolumne Counties, California.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: June 15, 1973

STATE OF CALIFORNIA
COUNTY OF Santa Clara } ss.
On June 15, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth R. Ramsey, known to me to be the Div. Gen'l. Manager, and _____ known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.
(Seal)
Signature _____
Notary Public

By Kenneth R. Ramsey
Division General Manager President

By _____
Secretary

Title Order No. _____

Escrow or Loan No. _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by deed dated June 15, 1973, from Boise Cascade Recreation Communities Corporation of Delaware, a Delaware Corporation, who acquired title as Pacific Cascade Land Company, Inc., a Delaware Corporation, to the Mariposa County Service Area I-M, a political subdivision of the County of Mariposa, is hereby accepted by order of the Mariposa County Board of Supervisors pursuant to authority conferred by motion made and adopted on July 10, 1973 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: July 10, 1973

COUNTY OF MARIPOSA

BY: [signature]
Tom R. Richardson,
Chairman of the Board of
Supervisors

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: **County Clerk, County of Mariposa**
P.O. Box 247
Mariposa, CA 95338

FROM: **Mariposa County Planning Department**
P.O. Box 2039
Mariposa, CA 95338

Project Title: Resolution to Sell Surplus Real Property (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011)

Project Location: The project site, a 162 acre parcel, is located adjacent to and northerly of the Lake Don Pedro Subdivision in both Mariposa and Tuolumne Counties. The property is access off Chicharra Way in a portion of Sections 22 and 27, Township 2 South, Range 15 East, M.D.M.

Description Of Project: The project is a resolution declaring Mariposa County-owned real property as surplus to the needs of the County and noticing the county's intention to sell the surplus real property. The property is undeveloped and used as grazing land.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Person Carrying Out Project: Dallin Kimble, County Administrative Officer

Exempt Status: Categorical Exemption, Class 12, Section 15312 CEQA Guidelines

Reason Why Project Is Exempt: The project consists of sale of surplus government property. The parcels are not located in an area of statewide, regional or areawide concern, as identified in CEQA Guidelines Section 15206(b)(4). Accordingly, the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).

Lead Agency Contact Person: Sarah Williams, Planning Director

Phone Number: (209) 966-5151

Mariposa County Planning Department



June 2, 2022

Sarah Williams, Planning Director — Date

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-259

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Resolution of Intention to Sell Real Property in Don Pedro

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution of Intention Declaring County-Owned Real Property as Surplus to the Needs of the County (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011); and Approve a Notice of Intention to Sell Surplus Real Property.

This resolution begins the process to sell 162 acres of County-owned land in the Lake Don Pedro region of Mariposa and Tuolumne Counties. Staff has not been able to identify a public use for this property and now recommends returning this land to private ownership.

The minimum bid is established at $200,000. In August 2021, this property appraised at $220,000. A second opinion of that appraisal returned an estimated value of $150,700 - $205,000. Real estate prices have continued to rise significantly in the seven months since these estimates were provided, leading staff to believe the minimum bid of $200,000 is appropriate.

The property has been leased for cattle grazing for several years; the current lease expires in May 2022. This item has been timed to allow for the transfer of the property upon the conclusion of that lease.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board considered selling surplus properties as part of a real estate discussion and direction item on February 26, 2019. Staff was directed at that time to continue evaluating opportunities and return to the Board with a recommendation.

On March 16, 2021, the Board discussed the subject property in Lake Don Pedro specifically and directed staff to investigate the title provisions designating the property a landfill and move forward with a sale. An appraisal was conducted and found the landfill provisions had no impact on the value of the property or its most likely uses. As removing the provisions has no appraised value, staff is recommending moving forward as is.

California State Code prescribes the process for county sales of surplus property. The

first step is to adopt a resolution of intention to sell by two-thirds vote. If adopted, the County must then notice the available land for at least three weeks. Because the property cannot be used for residential use with the current deed restrictions, the County is not required to notice the California Housing and Community Development Department for consideration from possible housing developers.

Sealed bids are required to be submitted on or before the date specified in the resolution. At the regularly-scheduled board meeting that has been noticed, the board chair opens and announces sealed bids and calls for oral bids. New oral bids may then be offered, each at least five percent more than the highest proposal. Bidders must submit payment for no less than ten percent of the sales price at the time of bidding.

Upon completion of the bidding, the Board has ten days to either accept the highest bid or reject all bids. Staff then receives direction to either execute the sale or move forward in some other way.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will not proceed with sale of this property.

ATTACHMENTS:
Resolution of Intention (PDF)
Resolution Exhibits (PDF)
Notice of Intent to Sell (PDF)
Bid Submittal Instructions (PDF)
Purchase and Sale Agreement (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

RESOLUTION NUMBER 22-259

RESOLUTION DECLARING COUNTY OWNED REAL PROPERTY AS SURPLUS TO THE NEEDS OF THE COUNTY AND NOTICE OF INTENTION TO SELL SURPLUS REAL PROPERTY

WHEREAS, the County of Mariposa owns the real property described as "Mariposa County Service Area 1-M Land Fill Site", located within both Mariposa and Tuolumne Counties, adjacent to a portion of Lake Don Pedro Subdivision Unit No. 1-M, (MPA APN 001-030-001 & TC APN 071-120-011), as further described in Exhibit A attached; and

WHEREAS, the real property was granted to the Mariposa County Service Area 1-M, a Political Subdivision of the County of Mariposa subject to the express condition that the property shall be maintained and used exclusively as a Sanitary Land Fill Site for the benefit of Lake Don Pedro Subdivision within both Mariposa and Tuolumne Counties; and

WHEREAS, based on the deed's express condition limiting the development of the property to a sanitary landfill, the property cannot be developed as a residential property; and

WHEREAS, the current regulations which govern the establishment of a Sanitary Land Fill Site render the site economically non-viable; and

WHEREAS, there is no present or contemplated use that would preclude the Board of Supervisors from declaring the real property as surplus to the needs of the County and offering the real property for sale to the highest responsible bidder; and

WHEREAS, the property continues to be economically viable as grazing land; and

WHEREAS, the sale of surplus real property is in the best interests of the County of Mariposa and the general public.

NOW THEREFORE BE IT RESOLVED, the Mariposa County Board of Supervisors:

1. Declares that the described real property is surplus to the needs of the County.
2. Finds the property to be exempt surplus property, pursuant to Government Code 54221(G).
3. Finds, because the land is exempt surplus land, no notice of availability is required under Government Code 54222.
4. Intends to sell the surplus real property to the highest responsible bidder, in accordance with the terms and conditions as set forth in the Bid Submittal Instructions and the Purchase and Sale Agreement contained within, for the minimum acceptable cash purchase price as follows:
    - All that land conveyed to Mariposa County Service Area 1-M, (MPA APN 001-030-001 & TC APN 071-120-011) $200,000.
5. Authorizes County Administrator's Office to disseminate individual bid packages for the sale of the surplus property containing Bid Submittal Instructions and Purchase and Sale Agreement.
6. Requires that each written bid be accompanied by a bid guarantee in the form of a cashier's check in the amount of 10% of the bid amount.
7. Authorizes the Clerk of the Board to publish the attached Notice of Intention to sell the surplus real property in the local publications of general circulation published in the County, pursuant to California Government Code section 6063.
8. Sets June 7, 2022, at 9:00 a.m. or as soon as possible thereafter, in the Chambers of the Mariposa County Board of Supervisors located at 5100 Bullion Street, Mariposa, California, as the time and place to conduct a public hearing to open received bid packages and consider offers to purchase the surplus property.

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ON MOTION BY Supervisor Long, seconded by Supervisor Menetrey, this resolution is duly passed and adopted this 26th day of April, 2022, by the following vote:

AYES:	SMALLCOMBE, SWEENEY, LONG, FORSYTHE, MENETREY
NOES:	NONE
EXCUSED:	NONE
ABSTAIN:	NONE

Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:

Tracy Dantlier, Deputy
for Keith Williams, Interim Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-332

MEETING: June 7, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Resolution to Sell Real Property in Don Pedro

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution to Sell Surplus Real Property (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011).

This resolution continues the process to sell 162 acres of County-owned land in the Lake Don Pedro region of Mariposa and Tuolumne Counties. Staff has not been able to identify a public use for this property and now recommends returning this land to private ownership.

The minimum bid is established at $200,000. In August 2021, this property appraised at $220,000. A second opinion of that appraisal returned an estimated value of $150,700 - $205,000. Real estate prices have continued to rise significantly in the seven months since these estimates were provided, leading staff to believe the minimum bid of $200,000 is appropriate.

The property has been leased for cattle grazing for several years; the current lease expires in May 2022. This item has been timed to allow for the transfer of the property upon the conclusion of that lease.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved a resolution of Intention to Sell Real Property in Don Pedro, on April 26, 2022, with resolution number 2022-259.

The Board considered selling surplus properties as part of a real estate discussion and direction item on February 26, 2019. Staff was directed at that time to continue evaluating opportunities and return to the Board with a recommendation.

On March 16, 2021, the Board discussed the subject property in Lake Don Pedro specifically and directed staff to investigate the title provisions designating the property a landfill and move forward with a sale. An appraisal was conducted and found the landfill provisions had no impact on the value of the property or its most likely uses. As removing the provisions has no appraised value, staff is recommending moving forward as is.

California State Code prescribes the process for county sales of surplus property. The first step is to adopt a resolution of intention to sell by two-thirds vote. If adopted, the County must then notice the available land for at least three weeks. Because the property cannot be used for residential use with the current deed restrictions, the County is not required to notice the California Housing and Community Development Department for consideration from possible housing developers.

Sealed bids are required to be submitted on or before the date specified in the resolution. At the regularly-scheduled board meeting that has been noticed, the board chair opens and announces sealed bids and calls for oral bids. New oral bids may then be offered, each at least five percent more than the highest proposal. Bidders must submit payment for no less than ten percent of the sales price at the time of bidding.

Upon completion of the bidding, the Board has ten days to either accept the highest bid or reject all bids. Staff then receives direction to either execute the sale or move forward in some other way.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will not proceed with sale of this property.

ATTACHMENTS:
Resolution of Intention (PDF)
Resolution Exhibits A and B (PDF)
Notice of Intent to Sell (PDF)
Bid Submittal Instructions (PDF)
Purchase and Sale Agreement (PDF)
220607 NOE-Sale of Suplus Property (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: **County Clerk, County of Mariposa**
P.O. Box 247
Mariposa, CA 95338

FROM: **Mariposa County Planning Department**
P.O. Box 2039
Mariposa, CA 95338

Project Title: Resolution to Sell Surplus Real Property (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011)

Project Location: The project site, a 162 acre parcel, is located adjacent to and northerly of the Lake Don Pedro Subdivision in both Mariposa and Tuolumne Counties. The property is access off Chicharra Way in a portion of Sections 22 and 27, Township 2 South, Range 15 East, M.D.M.

Description Of Project: The project is a resolution declaring Mariposa County-owned real property as surplus to the needs of the County and noticing the county's intention to sell the surplus real property. The property is undeveloped and used as grazing land.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Person Carrying Out Project: Dallin Kimble, County Administrative Officer

Exempt Status: Categorical Exemption, Class 12, Section 15312 CEQA Guidelines

Reason Why Project Is Exempt: The project consists of sale of surplus government property. The parcels are not located in an area of statewide, regional or areawide concern, as identified in CEQA Guidelines Section 15206(b)(4). Accordingly, the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).

Lead Agency Contact Person: Sarah Williams, Planning Director

Phone Number: (209) 966-5151

Mariposa County Planning Department

June 2, 2022

Sarah Williams, Planning Director — Date

STEVEN W. DAHLEM
County Counsel

KEVIN B. BRIGGS
Assistant County Counsel

COUNTY OF MARIPOSA
OFFICE OF COUNTY COUNSEL

5100 Bullion St.
P. O. BOX 189
Mariposa, CA 95338
Phone: (209) 966-3222
Fax: (209) 966-5147

June 22, 2022

Sent via Personal Delivery

Rick Lobaugh
Inter-County Title Co.
P.O. Box 838
Mariposa, CA 95338

Re: Lake Don Pedro Surplus Property Sale –
Mariposa County APN 001-030-001;
Tuolumne County APN 071-120-011

Dear Mr. Lobaugh:

On June 15, 1973, the Boise Cascade Recreation Communities Corporation of Delaware granted to the County of Mariposa the above-referenced parcels with the following condition:

> This grant is made subject to the express condition that the property shall be maintained and used exclusively as a Sanitary Landfill Site for the benefit of Lake Don Pedro Subdivision, a subdivision located in Mariposa and Tuolumne Counties, California.

In or about September 1988, the County of Mariposa leased the property to a private party for grazing and has entered into several grazing leases since that date.

On June 7, 2022, the County of Mariposa sold the property at public auction.

Since the sale, Inter-County Title Co. has raised the issue of whether the condition placed on the grant in 1973 operates as a possibility of reverter, thereby defeating the June 7, 2022 sale/purchase and returning title to Boise Cascade Recreation Communities Corporation of Delaware. We believe that the question has been entirely resolved by intervening changes to the law enacted by the legislature in 1982.

In 1982, the legislature substantially revised the rules surrounding possibility of reverter. The legislature defined the power of termination. "'Power of termination' means the power to terminate a fee simple estate in real property to enforce a restriction in the form of a condition subsequent to which the fee simple estate is subject, whether the power is characterized in the instrument that creates or evidences it as a power of termination, right of entry or reentry, right of possession or repossession, reserved power of revocation, or otherwise, and includes a possibility of reverter that is deemed to be and is enforceable as a power of termination pursuant to Section 885.020." Civil Code 885.010(a).

The legislature abolished the possibility of reverter and recast it as a power of termination. "Fees simple determinable and possibilities of reverter are abolished. Every estate that would be at common law a fee simple determinable is deemed to be a fee simple subject to a restriction in the form of a condition subsequent. Every interest that would be at common law a possibility of reverter is deemed to be and is enforceable as a power of termination." Civil Code 885.020

The legislature then declared that powers of termination expire after 30 years from a certain date, depending on the facts. Civil Code 885.030 provides:

(a) A power of termination of record expires at the later of the following times:
1. Thirty years after the date the instrument reserving, transferring, or otherwise evidencing the power of termination is recorded.
2. Thirty years after the date a notice of intent to preserve the power of termination is recorded, if the notice is recorded within the time prescribed in paragraph (1).
3. Thirty years after the date an instrument reserving, transferring, or otherwise evidencing the power of termination or a notice of intent to preserve the power of termination is recorded, if the instrument or notice is recorded within 30 years after the date such an instrument or notice was last recorded.

(b) This section applies notwithstanding any provision to the contrary in the instrument reserving, transferring, or otherwise evidencing the power of termination or in another recorded document unless the instrument or other recorded document provides an earlier expiration date.

Once the power of termination has expired, it is no longer enforceable. Civil Code 885.060 provides in pertinent part:

(a) Expiration of a power of termination pursuant to this chapter makes the power unenforceable and is equivalent for all purposes to a termination of the power of record and a quitclaim of the power to the owner of the fee simple estate, and execution and recording of a termination and quitclaim is not necessary to terminate or evidence the termination of the pow1er.

(b) Expiration of a power of termination pursuant to this chapter terminates the restriction to which the fee simple estate is subject and makes the restriction unenforceable by any other means, including, but not limited to, injunction and damages.

The law enacted in 1982 applies to all powers of termination, including the power of termination recorded in 1973. Civil Code 885.070 provides:

> **(a)** Subject to Section 880.370 (grace period for recording notice) and except as otherwise provided in this section, this chapter applies on the operative date to all powers of termination, whether executed or recorded before, on, or after the operative date.
>
> **(b)** If breach of the restriction to which the fee simple estate is subject occurred before the operative date of this chapter and the power of termination is not exercised before the operative date of this chapter, the power of termination shall be exercised, or in the case of a power of termination of record, exercised of record, within the earlier of the following times:
>
> 1. The time that would be applicable pursuant to the law in effect immediately prior to the operative date of this chapter.
> 2. Five years after the operative date of this chapter.
>
> **(c)** As used in this section, "operative date" means the operative date of this chapter as enacted or, with respect to any amendment of a section of this chapter, the operative date of the amendment.

The California Secretary of State lists Boise Cascade Recreation Communities Corporation of Delaware's status as "terminated" showing an inactive date of January 5, 1989. We are aware of no recording by Boise Cascade Recreation Communities Corporation of Delaware showing any attempt to exercise the power of termination between 1983, when the law went into effect, and 1989, when the corporation became inactive in California, or at any other time. Viewing the date of expiration of the power of termination in the light most favorable to the power's holder indicates the power of termination expired 30 years following the operative date of the legislation, January 1, 2013. Because the expiration operates as a quitclaim deed of the power of termination to the fee simple estate (see 885.060, above), by operation of law there is no more power of termination. The power of termination now has no legal effect and is merely an historical footnote in the record.

Sincerely,

Steven W. Dahlem

Steven W. Dahlem
County Counsel/Risk Manager

cc: Dallin Kimble, CAO

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND INITIAL JOINT ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Initial Joint Escrow Instructions ("Agreement"), dated for reference purposes only June 7, 2022, is entered into by and between the County of Mariposa, a subdivision of the State of California ("Seller"), and CHRIS KELLER ("Buyer"), and is predicated on the following facts:

RECITALS

Seller is the owner of certain real property consisting of approximately 162 acres located in the Lake Don Pedro area of Mariposa County, California, commonly known as Mariposa Assessor's Parcel Number 001-030-001 & Tuolumne Assessor's Parcel Number 071-120-011, as described more fully in Exhibit "A" attached hereto ("the Property").

On the terms, conditions and provisions set forth in this Agreement, Buyer desires to purchase, and Seller desires to sell to Buyer, the above-listed real property. Seller no longer requires the Property for future public use. Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

4. **PURCHASE PRICE.**

   A. The purchase price for the property shall be $ $200,000.

A. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed is recorded in the official records of the County. The Close of Escrow is estimated to occur on or around July 15, 2022, but shall occur no later than sixty (60) calendar days after approval by the Board of Supervisors.

B. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions, or Buyer's waiver in writing thereof, for Buyer's benefit on or prior to the dates designated for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

6.B.i. Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve matters of and exceptions to the title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

6.B.i.i.a. A preliminary report issued by Escrow Holder with respect to the Property; and

6.B.i.i.b. Legible copies of all documents referred to in such preliminary report.

Seller shall use its best efforts to deliver the Title Documents to Buyer within five business days following the effective date. Upon delivery of Title Documents, Buyer shall have fifteen (15) calendar days to give Seller and Escrow Holder written notice of Buyer's approval or disapproval of the Title Documents. Buyer's failure to give written notice of approval or disapproval of Title Documents within the specified time period shall be deemed Buyer's approval of the Title Documents.

In the event that Buyer disapproves of Title Documents, Seller shall notify Buyer within five calendar days which of those disapproved title matters, if any, Seller is unwilling or unable to, after reasonable and good faith efforts, have eliminated from title to the Property by the Close of Escrow.

Notwithstanding the foregoing, Buyer and Seller agree that deed restrictions related to the use of the property as a sanitary landfill have been disclosed and will not be resolved as a part of this transaction.

If Seller is unable or unwilling to remove all of the title matters to which Buyer objects, or fails to respond to Buyer as required, Buyer shall have five business days from receipt of the Seller's notice, or the last day allowed for delivery of the Seller's notice, to notify

6.C.i. Buyer's Obligations: Buyer shall have timely performed all of the obligations to be performed by Buyer under this agreement.

6.C.ii. Buyer's Representations: All representations and warranties made by the Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow.

6.C.iii. Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

D. If any of the conditions set forth in this section are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement may terminate by written notice from Buyer or Seller to the other party. In the event this Agreement is terminated as a result of a failure to meet the conditions to close escrow, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, except as otherwise provided herein, and the parties shall have no further obligations hereunder.

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

8.A.i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section 6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

17. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

18. **LAW.**

This Agreement shall be governed by the laws of the State of California.

19. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

20. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

21. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

TO SELLER:

County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

TO BUYER:

28. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

29. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

30. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

31. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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)

County of Alameda)

On June 6, 2022 before me, Maria J. Diaz, Notary Public,
(here insert name and title of the officer)

personally appeared Christopher J. Keller,

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.

Signature

NRO1 MARIA J. DIAZ COMM. #2394664 Notary Public - California Alameda County My Comm. Expires Feb. 22, 2026 NRO1

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Agreement For The Purchase And Sale Of Real Property And Initial Joint Escrow Instructions containing 12 pages, and dated 06/06/2022.

The signer(s) capacity or authority is/are as:

- [x] Individual(s)
- [ ] Attorney-in-Fact
- [ ] Corporate Officer(s) _____ Title(s)
- [ ] Guardian/Conservator
- [ ] Partner - Limited/General
- [ ] Trustee(s)
- [ ] Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- [ ] Additional Signer(s)
- [ ] Signer(s) Thumbprint(s)
- [ ] _____

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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)
County of Mariposa)

On June 21, 2022 before me, Rhonda Scherf, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rosemarie Smallcombe
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RHONDA SCHERF
Notary Public - California
Mariposa County
Commission # 2316323
My Comm. Expires Jan 14, 2024

Signature Rhonda Scherf
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Purchase & Sale Agt. Document Date: 6-20-2022
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rosemarie Smallcombe	Signer's Name:
☐ Corporate Officer — Title(s): Chair	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Mariposa County Board of Supervisors	Signer Is Representing:

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EXHIBIT A

(MPA APN 001-030-001 & TC APN 071-120-011)

A tract of land situated in portions of Sections 22 and 27, Township 2 South, Range 15 East, M.D.M. Mariposa County and Tuolumne County, State of California, said tract of land being more particularly described as follows:

All that certain real property conveyed to Mariposa County Service Area 1-M, a Political Subdivision of the County of Mariposa by Corporation Grant Deed, recorded July 5, 1973 in Volume 147 of Official Records, Page 480, Mariposa County Records, attached hereto as Exhibit B.

The above described tract of land is subject to any rights-of-way or easements of record or legally acquired.

BID FORM
FOR THE PURCHASE OF COUNTY-OWNED REAL PROPERTY

This bid to purchase is submitted pursuant to Government Code section 25520 et seq. and pursuant to a published notice of adoption of a resolution of intention to sell County-owned surplus real property described as the Mariposa County Service Area 1-M Land Fill Site (Mariposa APN 001-030-001 & Tuolumne APN 071-120-011).

CHRIS KELLER ("BIDDER") offers to purchase from the County of Mariposa, "AS-IS, AND WITH NO WARRANTIES," the surplus real property described above in accordance with the terms and conditions of the attached Purchase and Sale Agreement.

PURCHASE AND SALE AGREEMENT BID AMOUNT: BIDDER offers and agrees to pay County the total amount of $ 200,000 as the purchase price of the property (minimum acceptable bid amount must equal or exceed $200,000). BIDDER shall deliver with this bid form to County a Bid Guarantee in the form of a Cashier's Check in the amount of 10% of the BIDDER's bid amount, or $ 20,000.

BIDDER

By: _____
Signature

Name: CHRISTOPHER J KELLER
Printed

Address: 790 KALTHOFF COMMON

Address: LIVERMORE CA 94550

Date: JUNE 2022

BIDDER

By: _____
Signature

Name: _____
Printed

Address: _____

Address: _____

Date: _____

See Attachment for Notarization
MJD
06/06/2022

All Bidder signature(s) must be notarized

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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)

County of Alameda)

On June 6, 2022 before me, Maria J. Diaz, Notary Public,
(here insert name and title of the officer)

personally appeared Christopher J. Keller,

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.

Signature

MARIA J. DIAZ
COMM. #2394664
Notary Public - California
Alameda County
My Comm. Expires Feb. 22, 2026

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Form For The Purchase Of County-Owned Real Property,

containing 1 pages, and dated 06/06/2022.

The signer(s) capacity or authority is/are as:

- [x] Individual(s)
- [ ] Attorney-in-Fact
- [ ] Corporate Officer(s) _____ Title(s)
- [ ] Guardian/Conservator
- [ ] Partner - Limited/General
- [ ] Trustee(s)
- [ ] Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

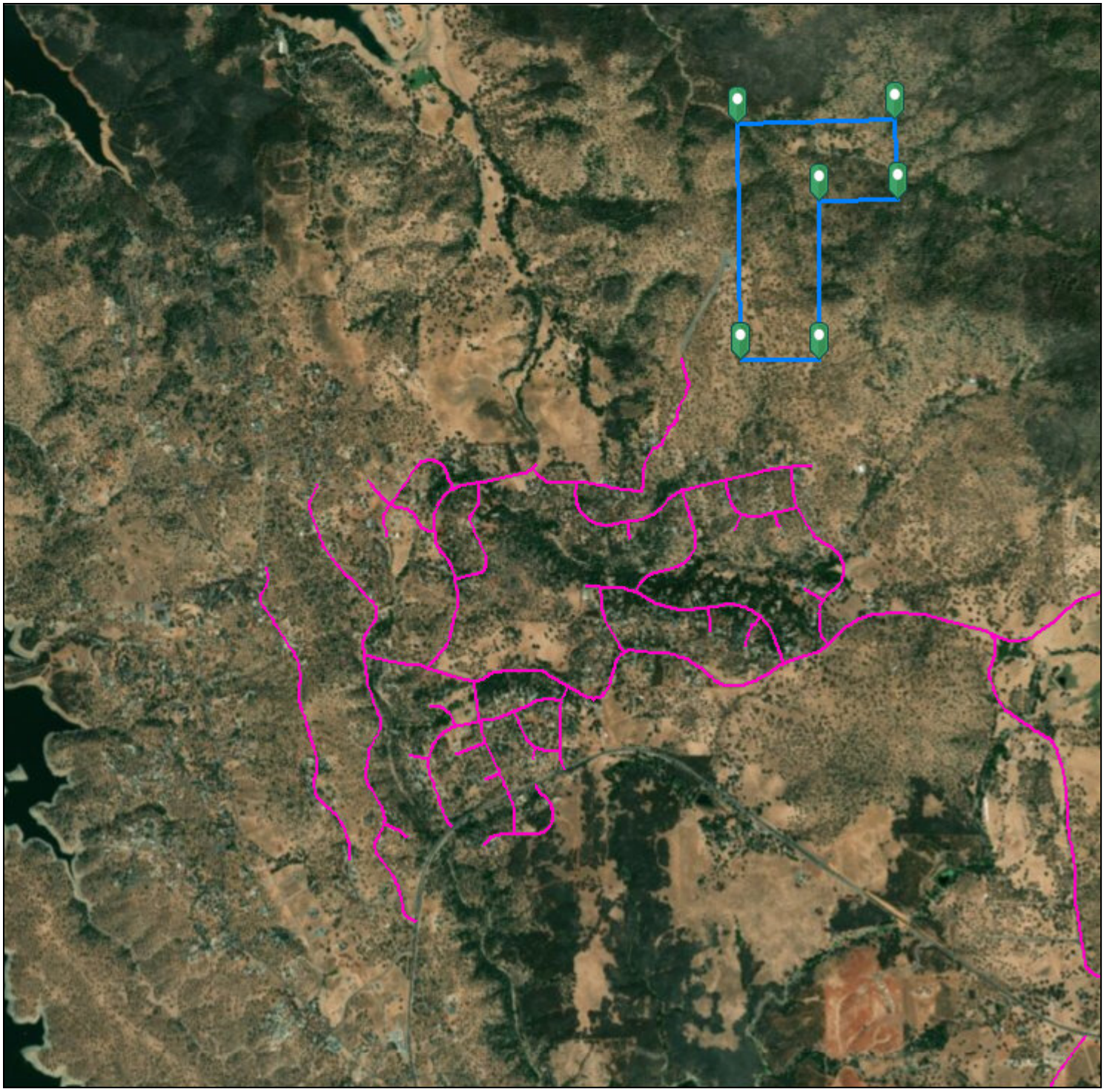
Notary contact: _____

Other

- [ ] Additional Signer(s)
- [ ] Signer(s) Thumbprint(s)
- [ ] _____

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Mariposa County
Project Vicinity Map



0

1:36,112

Mariposa County Public Works - Engineering
4639 Ben Hur Road
Mariposa, California 95338-2039
209.966.5356 FAX 209.966.2828
mariposaengineering@mariposacounty.org
http://www.mariposacounty.org/Engineering

N
W E
S

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

C:\Users\arcgis\AppData\Local\Temp\85f18668ecff413ab5f2b8dd83e626840.mxd

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Handouts Recieved During Departmental Presentations at the May 14th, 2024 Meeting

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RECOMMENDATION AND JUSTIFICATION

Handouts Recieved During Departmental Presentations at the May 14th, 2024 Meeting

- Dump Day Handout from Director Hansen.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives handouts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

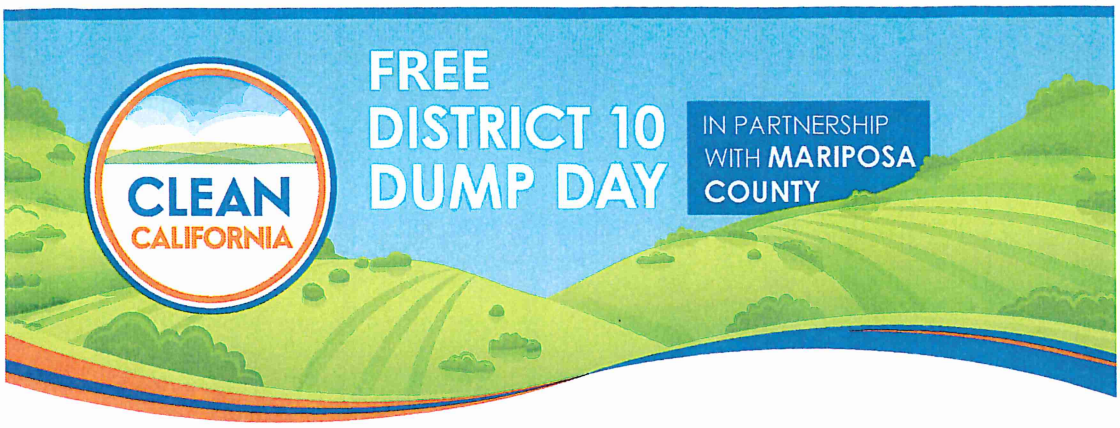
None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Dump Day**



FREE DISPOSAL DAY

Saturday, May 25, 2024

9:00 AM - 1:00 PM

Don Pedro Transfer Station
9729 Merced Falls Road, La Grange, CA 95329

This household waste collection event will be held at the **Don Pedro Transfer Station, 9729 Merced Falls Road, La Grange,** as part of the Clean California program, encouraging responsible trash-handling practices and disposing of waste materials safely and properly.

Dump Day collection items to be accepted:

- Appliances (Limit 2)
- Bulky Items – old furniture, chairs, tables, etc. (Limit 4)
- Mattresses (Limit 4)
- Car and pickup tires (Limit 4, No large truck tires) (with or without rims acceptable)
- Household trash (make sure loose items are properly bagged) up to two cubic yards of trash (approx. the equivalent of a small trailer or pickup load)

Items NOT accepted at this event:

- Hazardous waste (such as paints, oils, treated lumber and other chemicals)
- E-waste (computers, televisions, monitors, video games, microwave ovens, etc.)
- Green waste (leaves, prunings, grass, brush vegetation, etc.)
- Concrete and demolition materials

Caltrans reminds motorists to properly secure and tarp all cargo loads prior to driving. Transporting unsecured loads is unsafe, illegal, and pollutes California's roads and waterways. Loads that are not tied down/secured by tarps/nets or enclosed will not be accepted.

Tips for securing your load:

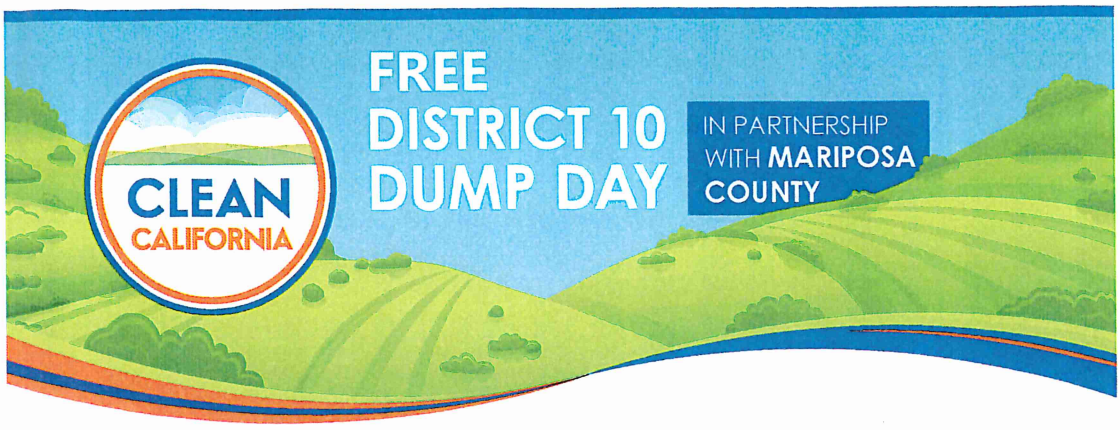
- Completely cover loads with tarps or cargo nets. Debris can escape from gaps.
- Remove loose material and trash before driving.
- Don't overload; keep materials level with your truck bed.
- Put light items lower, tie large items to the vehicle for traffic safety.

FREE

CALTRANS CLEAN CALIFORNIA DISTRICT 10 DUMP DAY

DON PEDRO TRANSFER STATION
SATURDAY, MAY 25, 2024
9:00 AM—1:00 PM

Sponsored by MARIPOSA COUNTY BOARD OF SUPERVISORS and "In Partnership with CALTRANS CLEAN CALIFORNIA program"



FREE DISPOSAL DAY

Saturday, June 8, 2024

9:00 AM - 1:00 PM

Mariposa County Solid Waste and Recycling Facility
5593 Hwy 49N, Mariposa, CA 95338

This household waste collection event will be held at the **Mariposa County Solid Waste and Recycling Center, 5593 Hwy 49N**, as part of the Clean California program, encouraging responsible trash-handling practices and disposing of waste materials safely and properly.

Dump Day collection items to be accepted:

- Appliances (Limit 2)
- Bulky Items – old furniture, chairs, tables, etc. (Limit 4)
- Mattresses (Limit 4)
- Car and pickup tires (Limit 4, No large truck tires) (with or without rims acceptable)
- Household trash (make sure loose items are properly bagged) up to two cubic yards of trash (approx. the equivalent of a small trailer or pickup load)

Items NOT accepted at this event:

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- E-waste (computers, televisions, monitors, video games, microwave ovens, etc.)
- Green waste (leaves, prunings, grass, brush vegetation, etc.)
- Concrete and demolition materials

Caltrans reminds motorists to properly secure and tarp all cargo loads prior to driving. Transporting unsecured loads is unsafe, illegal, and pollutes California's roads and waterways. Loads that are not tied down/secured by tarps/nets or enclosed will not be accepted.

Tips for securing your load:

- Completely cover loads with tarps or cargo nets. Debris can escape from gaps.
- Remove loose material and trash before driving.
- Don't overload; keep materials level with your truck bed.
- Put light items lower, tie large items to the vehicle for traffic safety.



Sponsored by MARIPOSA COUNTY BOARD OF SUPERVISORS and "In Partnership with CALTRANS CLEAN CALIFORNIA program"

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Proclaim the Month of May 2024, as "Community Action Awareness Month" and "Recognize Calaveras-Mariposa Community Action Agency"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of May 2024, as "Community Action Awareness Month" and "Recognize Calaveras-Mariposa Community Action Agency"

The proclamation would benefit from expanding its scope to encompass not only the achievements of the Community Action network and the Calavera-Mariposa Community Action Agency but highlighting specific actionable steps or initiatives that the community can take further to support these efforts. By incorporating actionable recommendations, the proclamation transforms from a mere acknowledgment of past accomplishments into a call to action, inspiring community members to actively contribute to the ongoing success and sustainability of Community Action initiatives. This approach fosters greater engagement, participation, and investment from all stakeholders, ultimately leading to more robust and enduring support for vulnerable individuals and families within the community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new proclamation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to bring support to the Calaveras-Mariposa Community Action Agency.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Community Action Awareness Month 2024**

The Mariposa County Board of Supervisors

proclaims

The Month of May 2024

as

Community Action Awareness Month

WHEREAS, Community Action originated with the passage of the Economic Opportunities Act of 1964 as a part of President Lyndon B. Johnson's "War on Poverty; and

WHEREAS the Community Action Network is celebrating 60 years of service to individuals and communities across America; and

WHEREAS, Community Action is a robust Federal, State and Local program funded through the Community Service Block Grant, connecting people to service, and creating pathways to prosperity by promoting economic stability; and

WHEREAS, Community Action has made essential contributions to individuals and families nationwide and locally, by creating economic opportunities and strengthening communities; and

WHEREAS the Community Action Network is composed of over 1,100 organizations nationwide, focusing on delivering innovative services and support that create greater opportunities for individuals, seniors, families, and children; and

WHEREAS the Calaveras-Mariposa Community Action Agency, our local multi-county Community Action organization, is celebrating 33 years of providing valued services to the local residents; and

WHEREAS the Calaveras-Mariposa Community Action Agency serves community members and partners through capacity building opportunities and special projects that benefit the whole community; and

WHEREAS the dedication and commitment of the Calaveras-Mariposa Community Action Agency Board, Staff and Volunteers to the service of others through meaningful, community driven work has greatly and positively impacted the lives of those in need in our local communities.

NOW, THEREFOR[illegible]BE IT KNOWN that the Board of Supervisors of Mariposa County proclaims the month of May 2024 as "**Community Action Awareness Month**" and Recognize Calaveras-Mariposa Community Action Agency and their Partners in their efforts to support and strengthen [illegible] co[illegible]

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 14th day of May 2024, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Shannon Poe District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-194

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Ratify the Approval of Acceptance of the Cal OES (Governor's Office of Emergency Services) 2023-24 Hazardous Materials Emergency Preparedness (HMEP) Planning Subgrant Program; and Approve the Budget Action Increasing Revenue and Appropriations in the HMAP-OES State Revenue ($19,156) (4/5 Vote Required)

RECOMMENDATION AND JUSTIFICATION

Ratify the Approval of Acceptance of the Cal OES (Governor's Office of Emergency Services) 2023-24 Hazardous Materials Emergency Preparedness (HMEP) Planning Subgrant Program; and Approve the Budget Action Increasing Revenue and Appropriations in the HMAP-OES State Revenue ($19,156) (4/5 Vote Required).

The Mariposa County Health & Human Services Agency, Environmental Health Unit has been awarded the HMEP grant to update the Area Plan for Emergency Response to Hazardous Materials Incidents. The existing Area Plan for Emergency Response to Hazardous Materials Incidents was completed in 2016. The Area Plan for Emergency Response to Hazardous Materials Incidents is due for an update to meet current requirements and provide up-to-date contact information. The Area Plan for Emergency Response to Hazardous Materials Incidents is intended to facilitate multi-agency and multi-jurisdictional coordination to successfully counter the effects of an emergency involving hazardous materials. As outlined in the original plan, an updated Area Plan for Emergency Response to Hazardous Materials Incidents would abate exposure of the population and environment in an incident, provide for a graded response calling up local, state, or federal resources as needed, and ensure the most qualified people are available to assist the Incident Commander in a timely manner.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new grant offered by the California Governor's Office of Emergency Services. The Board has previously approved funding agreements through the California Governor's Office of Emergency Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to authorize this funding agreement, the agency will forfeit the 2023-24 Hazardous Materials Emergency Preparedness (HMEP) Planning Subgrant Program funding. In addition, the Health and Human Services Agency, Environmental Health Unit will be out of compliance as the Area Plan for Emergency Response to Hazardous Materials Incidents is in need of an update to meet current requirements and provide up-to-date contact information.

FINANCIAL IMPACT

There is no financial impact to the County general fund. Revenue and corresponding appropriations are included in the attached Budget Action for FY 2023-2024. Adopt a Resolution Accepting the Cal OES 2023-24 Hazardous Materials Emergency Preparedness Planning Subgrant Program Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Environmental Health Department Budget to Recognize the Grant Funding $19,156.00 (4/5ths Vote Required).

ATTACHMENTS

1. **HMEP-Project-Narrative-Apr2015x**
2. **HMEP_Grant_Mariposa**
3. **Notification of Application Approval - Mariposa County**
4. **HMAP OES Budget Action**

VOTE RESULT

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

California Governor's Office of Emergency Services (Cal OES) - Hazardous Materials Section

PROJECT NARRATIVE

for the

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT

Applicant: Mariposa County Health & Human Services Agency

Project Title: Area Plan for Emergency Response to Hazardous Materials Incidents 2024 Update

Narrative:

The Mariposa County Health & Human Services Agency is applying for the HMEP grant to update its Area Plan for Emergency Response to Hazardous Materials Incidents (Area Plan). The existing Area Plan was completed in 2016. The Area Plan is in need of an update to meet current requirements and provide up-to-date contact information. The Area Plan is intended to facilitate multi-agency and multi-jurisdictional coordination to successfully counter the effects of an emergency involving hazardous materials. As outlined in the original plan, an updated Area Plan would abate exposure of the population and environment in an incident, provide for a graded response calling up local, state, or federal resources as needed, and ensure the most qualified people are available to assist the Incident Commander in a timely manner.

The Area Plan update will be prepared in conformance with California Health and Safety Code (CH&SC) Chapter 6.95, Article 1, Section 25503 and California Code of Regulation (CCR), Title 19 Division 2, Chapter 4, Articles 1 (Section 2622) and 3 (Sections 2642-2648). The Area Plan update will utilize the California Environmental Protection Agency (CalEPA) Area Plan Checklist to ensure that all required portions of the Area Plan are completed. The CalEPA Optional Model Reporting Form will be included within the Area Plan. The plan will include an assessment of the commonly transported hazardous materials within the County and the need for a cross-jurisdictional HazMat response team. The Area Plan will include all elements required by CalEPA as outlined on their website at https://calepa.ca.gov/area-plan/.

The Area Plan will provide updated information that allows Mariposa County to be prepared to respond to impacts from a release or threatened release of hazardous materials to the environment. All portions of the Area Plan will be updated in accordance with the above-referenced CH&SC and CCR sections and will include, but not be limited to, provisions for pre-emergency planning, procedures and protocols for emergency response personnel, multi-agency notification, coordination, and mutual aid, update of the County's emergency response equipment and training procedures, incorporation of pesticide drift exposure incidents under Section 2622, and the alerting and notification of incidents at refineries as required by AB-1646. The Area Plan update will be available to all emergency responders within Mariposa County.

Mariposa County plans to contract the update of the Area Plan. When interviewing contractors to assist with this project, the County will speak to firms previous clients to ensure that they have a successful track record in completing projects in a timely and cost-efficient manner. The planning activity timeline would begin in October 2023 with the first three months devoted to the preparation of a draft update. Mariposa County will review the first draft in February 2024. A second draft will be submitted in June 2024 for review. The final draft is expected to be completed by August 2024. Mariposa County will meet with the contractor monthly during the grant period to make certain that project milestones are reached on time.

Instructions for completing the Project Narrative

Include the following required elements:

(1) Planning Needs Assessment. Describe the current capacity and any areas of deficiency as it concerns hazardous materials emergency preparedness planning. Address any needs for building capacity. Include: (i) An assessment of the current abilities and authorities of the applicant's program for preparedness planning; (ii) A discussion of whether the applicant knows, or intends to assess, transportation flow patterns of hazardous materials within the applicant's jurisdiction and between the applicant's jurisdiction and another jurisdiction; and (iii) The current degree of participation in, or intention to assess, the need for a regional HazMat response team.

(2) Planning Activities. Describe the proposed activities to be undertaken during the period of performance. Explain how the proposed grant activities will increase program effectiveness and address gaps identified in the needs assessment.

(3) Outputs and Objectives. Include measurable outputs and objectives related to hazardous materials planning to be accomplished during the grant's period of performance.

(4) Planning Activity Timeline. Provide an overview of the schedule for implementing the proposed activities in the upcoming project period. Detailed benchmarks and milestones are to be listed on the Work Schedule and Deliverables Form.

(5) Monitoring and Evaluation. Provide a description of the monitoring and evaluation activities that will be conducted to ensure that the grant activities are successfully carried out according the planning activity timeline. Include an explanation of quality control measures and a description of the project management oversight, including but not limited to plans, strategies, or practices to be used reach the project objectives.

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California Governor's Office of Emergency Services (Cal OES) - Hazardous Materials Section

APPLICATION FORM
for the
HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT

Applicant / Project Information

Applicant: Mariposa County Health & Human Services Agency Date: 7/28/2023

Project Title: Area Plan for Emergency Response to Hazardous Materials Incidents 2024 Update

Project Start Date: October 15, 2023 Project End Date: September 15, 2024

Project Manager Name: Carolyn Coder

Title: Senior Environmental Health Specialist

Mailing Address: PO Box 5 Mariposa CA 95338

Phone #: 209-966-2220 E-mail Address: ccoder@mariposacounty.org

Estimated Budget

HMEP Share: $19,156
(Total Project Cost)

Cal OES Use Only

LEPC Region: _____

Project #: _____

Certification

I certify that I have read and understand the Cal OES Grant Assurances contained in this HMEP Planning Subgrant Application Package, and that to the best of my knowledge the information contained in this application and supplemental information is correct and complete.

Joe Lynch / _____ July 28, 2023

Print Name / Signature of Authorized Agent — Date

Administrative Approvals

_____ _____

Print Name / Signature of LEPC Region Chair — Date

_____ _____

Print Name / Signature of Cal OES LEPC Support Staff — Date

_____ _____

Print Name / Signature of Cal OES HMEP Grant Administrator — Date

_____ _____

Print Name / Signature of Cal OES Hazardous Materials Section Manager — Date

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California Governor's Office of Emergency Services (Cal OES) - Hazardous Materials Section

BUDGET SHEET
for the
HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT

Applicant: Mariposa County Health & Human Services Agency

Project Title: Area Plan for Emergency Response to Hazardous Materials Incidents 2024 Update

CATEGORIES	HMEP SHARE
a. Personnel	$5,040
b. Fringe Benefits	$2,116
c. Travel	none
d. Equipment	none
e. Supplies	none
f. Contractual	$12,000
g. Construction	
h. Other	none
i. Direct Charges *(Sum of a - h)*	$19,156
j. Indirect Charges	
k. TOTAL *(Sum of i - j)*	$19,156

Mariposa County Health & Human Services Agency
Area Plan for Emergency Response to Hazardous Materials Incidents 2023 Update
Budget Narrative

1) Personnel

Carolyn Coder

Senior Environmental Health Specialist

Mariposa County intends to contract the effort to update our Area Plan. Carolyn Coder will be the Project Manager. Carolyn will oversee the agreement with the contractor, review/approve deliverables, and release payment upon completion of work.

Estimated number of hours dedicated to project 120.

Hourly rate $42

Total cost to grant $5,040

2) Fringe Benefit

The fringe benefit amount of $2116 is calculated at 42% of annual salary.

3) Travel - none

4) Equipment – none

5) Supplies - none

6) Contractual

Mariposa County does not have adequate staff time to update our Area Plan for Emergency Response to Hazardous Materials Incidents. We will be contracting with a professional firm familiar with plan requirements and capable of finalizing our plan in a timely manner.

Task:

1) Meetings (3) Kickoff, Draft Update, Final Update - $800
2) Draft Area Plan Update Preparation - $9,000
3) Final Area Plan Update Preparation - $2,200

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California Governor's Office of Emergency Services (Cal OES) - Hazardous Materials Section

DESIGNATION STATEMENT
for the
HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT

Applicant: Mariposa County Health & Human Services Agency

Project Title: Area Plan for Emergency Response to Hazardous Materials Incidents 2024 Update

Project Manager: Carolyn Coder Phone #: 209-966-2220

Title: Senior Environmental Health Specialist

Email Address: ccoder@mariposacounty.org

Financial Officer*: Diane Robarge Phone #: 209-742-6953

Title: Administrative Analyst

Email Address: drobarge@mariposacounty.org

*** FINANCIAL OFFICER CANNOT BE THE PROJECT MANAGER OR AUTHORIZED AGENT**

AUTHORIZED AGENT CERTIFICATION

I certify that I have the legal authority to make a commitment to the project on behalf of the applicant and that the Project Manager indicated above has the responsibility for the daily implementation of the proposed project.

I certify that I am duly authorized to act on behalf of the Applicant, and the Applicant agrees with the requirements of the Assurances Certification, Terms and Conditions, Regulations, and Guidance associated with the HMEP Grant Program.

I certify that the Financial Manager indicated above has the responsibility for the fiscal management of the grant and has the legal authority to certify all financial status reports, invoices, and requests for payments that will be submitted.

I certify that the information in the attached application is correct and complete to the best of my knowledge. By submitting this application, I am making a commitment to the proposed project, budget, and scope of work.

Joe Lynch — Printed Name

Director of Health & Human Services — Title

209.966.2000 — Phone #

209.966.8251 — FAX #

jlynch@mariposacounty.org — Email Address

PO Box 5 — Mailing Address

Mariposa — City

CA — State

95338 — Zip Code

Signature

July 28, 2023 — Date

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California Governor's Office of Emergency Services (Cal OES) - Hazardous Materials Section

GRANT ASSURANCES - (NON-CONSTRUCTION PROGRAMS)

for the

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT

Applicant: Mariposa County Health & Human Services Agency

Project Title: Area Plan for Emergency Response to Hazardous Materials Incidents 2024 Update

Note: Certain of these assurances may not be applicable to your project. If you have questions, please contact the Cal OES HMEP Grant Administrator.

As the duly authorized representative of the Applicant, I certify that the Applicant named above:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability;
    d. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
    e. the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
    f. the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
    g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
    h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
    i. any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
    j. the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance

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and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or

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subawards under the award.

20. Will provide to the Cal OES HMEP Grant Administrator, upon acceptance of a subaward in the amount equal to or over $25,000, the executive compensation information as required by the Federal Funding Accountability and Transparency Act1 ("Transparency Act" or "FFATA") and subsequent OMB guidance, which requires that information on the first-tier subawards related to Federal contracts and grants and the executive compensation of awardees must be made publicly available.

    The applicant must provide the names and total compensation of the five most highly compensated officers of their organization if:

    a. the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards and
    b. $25,000,000 or more in annual gross revenues from Federal awards; and
    c. if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

21. Agrees that, as required by Section 1352, title 31 of the U.S. Code, and implemented by the U.S. Department of Transportation (US DOT) at 49 CFR 20, New Restrictions on Lobbying:

    a. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    b. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in appendix A, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
    c. Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form, set forth in appendix B, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
    d. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, set forth in appendix A, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
    e. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form, set forth in appendix B, if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
    f. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

22. Will comply with subpart C of the OMB guidance in 2 CFR 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement) as supplemented by the US DOT in 2 CFR 1200, Non-Procurement

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Suspension and Debarment, and certifies that it and its principles:

a. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension;"
b. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions, as defined at 2 CFR 180.220 and supplemented at 2 CFR 1200.220, by any Federal department or agency;
c. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for of any of the offenses listed in 2 CFR 180.800(a);
d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR 180.800(a); or
e. Have not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default; and
f. Will pass the requirement to comply with subpart C of the OMB guidance in 2 CFR 180, as supplemented by the US DOT in 2 CFR 1200, to each person with whom the applicant enters into a covered transaction at the next lower tier; and
g. Will attach an explanation to this application if the applicant is unable to certify to any of the statements in this certification.

23. Will comply with the Drug-Free Workplace Act of 1988, and implemented by the US DOT at 49 CFR 32, Government Requirements for Drug-Free Workplace (Financial Assistance), which requires, in part, that the applicant:

    a. Must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part. The specific measures that you must take in this regard are described in more detail in subsequent sections of 49 CFR 32. Briefly, those measures are to—
        i. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see §§ 32.205 through 32.220); and
        ii. Take actions concerning employees who are convicted of violating drug statutes in the workplace (see § 32.225).
    b. Must identify all known workplaces under your Federal awards (see § 32.230).
    c. Must apply the requirements of Subpart C to recipients who are individuals.

    As defined in 49 CFR 32.635, Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

24. Part I

    Agrees that as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, and hereby gives assurance that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

Initials: JL

More specifically and without limiting the above general assurance, the Applicant hereby gives the following specific assurance with respect to the project:

a. That the Applicant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

b. That the Applicant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

   The Applicant, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

c. That the Applicant shall insert the clauses of item 23.g. of this assurance in every contract subject to the Act and the Regulations.

d. That this assurance obligates the Applicant for the period during which Federal financial assistance is extended to the project.

e. The Applicant shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

f. The Applicant agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

Full compliance with the provisions in the United States Department of Transportation (US DOT) Standard Title VI/ Non-Discrimination Assurances contained in DOT Order No. 1050.2A is required. The full document is included by reference and located at http://www.caloes.ca.gov/FireRescueSite/Pages/HazMat-Emergency-Preparedness-Grant.aspx

Part II

g. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

   i. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

   ii. Nondiscrimination: The contractor, with regard to the work preformed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

   iii. Solicitation for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under

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this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

iv. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of California or the Pipeline and Hazardous Materials Safety Administration (PHMSA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State of California or the Pipeline and Hazardous Materials Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

v. Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the State of California shall impose contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including, but not limited to:

   1. Withholding of payments to the contractor under the contract until the contractor complies; and/or
   2. Cancellation, termination, or suspension of the contract, in whole or in part.

vi. Incorporation of Provisions: The contractor shall include the provisions of paragraph 23. Subsections (g)(i) through (g)(vi) of this assurance are in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as the State of California or the Pipeline and Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the State of California to enter into such litigation to protect the interests of the State of California, and, in addition the contractor may request the United States to enter into such litigation to protect the interest of the United States.

This item includes compliance with requirements outlined in the provisions of the United States Department of Transportation (US DOT) Standard Title VI/Non-Discrimination Assurances contained in the DOT Order No. 1050.2A, included by reference and located at http://www.caloes.ca.gov/FireRescueSite/Pages/HazMat-Emergency-Preparedness-Grant.aspx

25. Will comply with all provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

26. For procurement activities, will comply with 2 CFR 200.317, Procurement Standards, which states that all non-Federal entities, including subrecipients of a state, will follow Parts 200.318 General procurement standards through 200.326 Contract provisions, and which are as follows:

    .318 General procurement standards.

    .319 Competition.

    .320 Methods of procurement to be followed.

    .321 Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

    .322 Procurement of recovered materials.

    .323 Contract cost and price.

    .324 Federal awarding agency or pass-through entity review.

Initials: JL

.325 Bonding requirements.

.326 Contract Provisions – refers to Appendix II of Part 200

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a con-

Initials: JL

tract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

27. Will assure that grant funds are used for allowable, fair, and reasonable costs only, as detailed in 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87), 2 CFR 220, Cost Principles for Educational Institutions (OMB Circular A-21), or 2 CFR 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), as applicable.

28. Will comply with all provisions of 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations, as applicable.

29. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19 Sections 2445, 2446, 2447, and 2448.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature: _____ Date: July 28, 2023
(Authorized Agent)

Print Name: Joe Lynch

Title: Director Health & Human Services

California Governor's Office of Emergency Services (Cal OES) - Hazardous Materials Section

PROJECT NARRATIVE

for the

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT

Applicant: Mariposa County Health & Human Services Agency

Project Title: Area Plan for Emergency Response to Hazardous Materials Incidents 2024 Update

Narrative:

The Mariposa County Health & Human Services Agency is applying for the HMEP grant to update its Area Plan for Emergency Response to Hazardous Materials Incidents (Area Plan). The existing Area Plan was completed in 2016. The Area Plan is in need of an update to meet current requirements and provide up-to-date contact information. The Area Plan is intended to facilitate multi-agency and multi-jurisdictional coordination to successfully counter the effects of an emergency involving hazardous materials. As outlined in the original plan, an updated Area Plan would abate exposure of the population and environment in an incident, provide for a graded response calling up local, state, or federal resources as needed, and ensure the most qualified people are available to assist the Incident Commander in a timely manner.

The Area Plan update will be prepared in conformance with California Health and Safety Code (CH&SC) Chapter 6.95, Article 1, Section 25503 and California Code of Regulation (CCR), Title 19 Division 2, Chapter 4, Articles 1 (Section 2622) and 3 (Sections 2642-2648). The Area Plan update will utilize the California Environmental Protection Agency (CalEPA) Area Plan Checklist to ensure that all required portions of the Area Plan are completed. The CalEPA Optional Model Reporting Form will be included within the Area Plan. The plan will include an assessment of the commonly transported hazardous materials within the County and the need for a cross-jurisdictional HazMat response team. The Area Plan will include all elements required by CalEPA as outlined on their website at https://calepa.ca.gov/area-plan/.

The Area Plan will provide updated information that allows Mariposa County to be prepared to respond to impacts from a release or threatened release of hazardous materials to the environment. All portions of the Area Plan will be updated in accordance with the above-referenced CH&SC and CCR sections and will include, but not be limited to, provisions for pre-emergency planning, procedures and protocols for emergency response personnel, multi-agency notification, coordination, and mutual aid, update of the County's emergency response equipment and training procedures, incorporation of pesticide drift exposure incidents under Section 2622, and the alerting and notification of incidents at refineries as required by AB-1646. The Area Plan update will be available to all emergency responders within Mariposa County.

Mariposa County plans to contract the update of the Area Plan. When interviewing contractors to assist with this project, the County will speak to firms' previous clients to ensure that they have a successful track record in completing projects in a timely and cost-efficient manner. The planning activity timeline would begin in October 2023 with the first three months devoted to the preparation of a draft update. Mariposa County will review the first draft in February 2024. A second draft will be submitted in June 2024 for review. The final draft is expected to be completed by August 2024. Mariposa County will meet with the contractor monthly during the grant period to make certain that project milestones are reached on time.

Save Print Reset

California Governor's Office of Emergency Services (Cal OES) - Hazardous Materials Section

WORK SCHEDULE AND DELIVERABLES

for the

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT

Applicant: Mariposa County Health & Human Services Agency

Project Title: Area Plan for Emergency Response to Hazardous Materials Incidents 2024 Update

PROJECT ACTIVITIES, TASKS & DELIVERABLES / MAJOR MILESTONES	MONTHLY PROGRESS SCHEDULE											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Kickoff Meeting Teleconference		✔										
Draft Area Plan Update Preparation		✔	✔	✔	✔							
Draft Area Plan Update Submittal to County					✔							
1st Update Teleconference					✔							
Revised Draft Area Plan Update Preparation						✔	✔	✔	✔			
Revised Draft Area Plan Update Submittal to County									✔			
2nd Update Teleconference									✔			
Final Area Plan Update Preparation									✔	✔	✔	
Final Area Plan Update Submittal to County											✔	
Final Update Teleconference											✔	
Final Area Plan Update Submittal to County											✔	
Progress Communications with County (as needed)		✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	

List significant activities above that will take place during the performance period, along with project tasks and deliverables or major milestones within each activity. The expected progress of each activity is indicated by placing an "X" in the appropriate "Monthly Progress Schedule" box. Minor changes to the activity schedule as actual progress occurs will be identified in the Quarterly Performance Report.

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

January 18, 2024

Joe Lynch
Director of Health & Human Services
Mariposa County
P.O. Box 5
Mariposa, CA 95338

Subject: **Notification of Application Approval**
FY22 Hazardous Materials Emergency Preparedness Grant Program
Grant #**693-32**, Cal OES #**043-00000**

Dear Mr. Lynch:

The California Governor's Office of Emergency Services (Cal OES) has approved your subaward application in the amount of **$19,156.00**. A copy of your approved Grant Subaward Face Sheet is enclosed for your records. The subaward period of performance can be found on the Grant Subaward Face Sheet.

Subrecipients request reimbursement payments by using the program's specialized Reimbursement Request Form. Reimbursement can be provided only for items listed on your approved subaward application.

This subaward is subject to all policies and provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES. Please note that your organization must maintain an active registration in the SAM.gov (System for Award Management) database for the duration of this subaward period.

Quarterly Reports must be prepared and submitted to Cal OES for the duration of the subaward period or until all activities are completed and the subaward is formally closed. Failure to submit quarterly reports could result in subaward reduction, termination or suspension.

If you have any questions regarding this letter, please contact the Recovery Grants Financial Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov.

Recovery Financial Processing Unit
Enclosures
C: HMEP Grant Administrator
Subrecipient's Project File

DocuSign Envelope ID: E2D43505-6199-4F83-8D0A-72FD9C627D20

(Cal OES Use Only)

Cal OES #	043-00000-00	FIPS #	043-00000	VS#		Subaward #	693-32/HMEP22

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** Mariposa County — **1a. SAM UEI#:** PNG4LUYEKK53
2. **Implementing Agency:** Mariposa County Health & Human Services Agency — **2a. SAM UEI#:**
3. **Implementing Agency Address:** PO Box 5 (Street) 5100 Bullion Street Mariposa (City) 95338 (Zip+4)
4. **Location of Project:** Mariposa (City) Mariposa (County) 95338 (Zip+4)
5. **Disaster/Program Title:** FY22 Hazardous Materials Emergency Preparedness (HMEP) — **6. Performance/ Budget Period:** 10/15/2023 (Start Date) to 06/30/2024 (End Date)
7. **Indirect Cost Rate (please circle):** N/A 10% de minimis — **Federally Approved ICR (if applicable):** 25 %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	HMEP	$0	$19,156.00		$0	$0	$0	$19,156.00
9.									
10.									
11.									
12.									
Total	Project	Cost	$0	$19,156.00	$19,156.00 (MG)	$0	$0	$0	$19,156.00

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, the Assurances/Certifications, and any attached Special Conditions. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 7920 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: Joe Lynch — Title: Director of Health & Human Services

Payment Mailing Address: PO Box 5 — City: Mariposa — Zip Code+4: 95338

Signature: [signature] — Date: 12/5/2023

16. **Federal Employer ID Number:** 94-6000880

(FOR Cal OES USE ONLY)

DocuSigned by: Mary Rucker 9A3D0B66E24B485... — ersonal knowledge that budgeted funds are available for th — 1/5/2024

(Cal OES Fiscal Officer) (Date)

DocuSigned by: Heather Carlson F76AD62C0BED440... — expenditure stated above. — 1/5/2024

(Cal OES Director or Designee) (Date)

RECEIVED
By Local Assistance at 8:59 am, Jan 08, 2024

ENY: 2023/24 Chapter: 12 SL: 14873
Item: 0690-101-0890 Pgm: 0385
FAIN: 693JK32240030HMEP 10/1/23 - 9/30/24
Fund: Federal Trust AL: 20.703
Title: Hazardous Materials Emergency Preparedness
Match Req: Match Met with Training Match
Project ID: OES22HMEP000012 Amount: $19,156.00
Activity ID: LA14873HMEP0000 SC: 2023 - 14873

23LA0318-00

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3638	457	45063	HMAP-OES/State Revenue		(19,156)	
3638	457	51111	Salaries		4,261	
3638	457	52101	Retirement-Employer		832	
3638	457	52201	Medical Insurance		1,158	
3638	457	52202	Dental Insurance		63	
3638	457	52203	Vision Insurance		51	
3638	457	52205	Life Insurance		28	
3638	457	52208	Medical Insurance Admin Fee		18	
3638	457	52301	Social Security		470	
3638	457	52302	Medicare		107	
3638	457	52303	SDI		168	
3638	457	60301	General Professional Svc		12,000	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 3/4/24

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-195

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Matt Johnson, Librarian
RE:	Adopt a Patron Conduct and Facility Use Policy for Mariposa County Library, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Patron Conduct and Facility Use Policy for the Mariposa County Library, Effective Immediately.

Libraries function based on their policies, whether it is how many items a patron can check out, what the duration of check-outs is, or other topics. The library needs a policy for what acceptable behavior and facility use is for its branches.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The library would not have an active patron conduct and facility use policy and would lack clear-cut direction when questions and dilemmas come up related to this.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the proposed policy. The library would operate with outdated policy that fails to address a number of scenarios.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Patron Conduct and Facility Use Policy**

VOTE RESULT

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

MARIPOSA COUNTY LIBRARY

PATRON CONDUCT AND FACILITY USE POLICY

The Mariposa County Library System facilities are available to all citizens and should be pleasant and safe places. To maintain this environment, library users are expected to be respectful of other users and staff and observe all library policies and procedures. Any use of the Mariposa County Library not in keeping with the nature of the library's programs and services is inappropriate. Any behavior that is deemed disruptive to use or operation is prohibited.

Patrons are expected to be dressed appropriately and with shoes and shirts.

The Mariposa County Library welcomes and encourages library use by children. Staff members are available to assist children with accessing library materials and services. However, the library is not equipped, nor is it the library's role, to provide long or short-term childcare. Furthermore, the library is a public facility, open to any members of society, and cannot be considered a safe place for unattended children.

Because parents/guardians are responsible for the safety and behavior of their children in the library, they are strongly urged to accompany them. Children under the age of 10 may not be left alone at the library at any time, and the responsible party must always remain in the immediate vicinity of the children in their charge. To ensure a reasonably quiet environment, crying babies, and noisy, disruptive children should be taken from the library.

The library does offer filtered internet access at each of its branches. Internet is available to users with library cards, or who request a guest pass. Children under 10 years old may use computers only when supervised by a parent or guardian. The library does not act in lieu of parents/guardians when it comes to monitoring internet use by minors. Parents/guardians should be aware of what their children are accessing online and it is not the library staff's responsibility to monitor usage.

Library policy is to allow two hours of computer usage per user each day. Additional time may be granted at the discretion of library staff.

(Updated: 4/15/24)

In consideration of others, cell phones should not ring in the library, and cell phone conversations must take place outside the library.

Library staff who observe a patron engaging in an unacceptable behavior will explain the library's rules and ask the patron to stop. If the patron continues the behavior, the patron will be asked to leave the library property for the remainder of the day.

The sheriff's department will be notified if a patron refuses to leave the library when asked to do so, or if a patron behaves in a manner that the library staff feels is dangerous, threatening, destructive, or illegal.

Failure to comply with Mariposa County Library policies and procedures may result in the loss of library privileges.

A list of prohibited behaviors is listed:

<u>The following are prohibited at the Mariposa County Library:</u>

- cursing or abusive language
- harassing staff or other patrons
- fighting, rough-housing or running through the stacks
- misuse of library materials and equipment
- theft or vandalism of library property
- viewing inappropriate internet materials
- leaving backpacks and personal belongings unattended
- being under the influence of drugs or alcohol
- smoking, vaping or chewing tobacco inside the building or within 20 feet of library windows or entrances
- eating or drinking inside the library
- excessive noise of any kind, including taking cell phone calls inside the building
- loitering (including in restrooms) or sleeping
- emitting strong, pervasive odors that interfere with staff or patron comfort or peaceful enjoyment of the library

- blocking or obstructing library entrances, exits, lobby areas, or walkways
- campaigning, petitioning, soliciting or distributing related materials inside the library
- animals, other than qualified, trained service animals (“emotional support” animals do not count under ADA)
- weapons of any kind
- any activities deemed suspicious or inappropriate by library staff

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-196

MEETING:	May 14, 2024
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve the Creation of a Certified Law Clerk Classification in the District Attorney Department, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Creation of a Certified Law Clerk Classification in the District Attorney Department, Effective Immediately.

To assist recruitment efforts and to provide experience to law students, the District Attorney desires to implement the Certified Law Clerk classification, which meets the *California Certified Law Student Regulations*. This position, modeled after a similar position in other California counties, would allow law school students and graduates to work in a law clerk capacity as a bridge until they pass the California bar exam. When graduates pass the bar exam, they would then be qualified to serve as deputy district attorneys.

The *California Certified Law Student Regulations* allow a certified law clerk to function in a limited capacity with close supervision. A non-exhaustive list of functions includes:

> Appearing on behalf of a client in any public trial, hearing arbitration, proceeding, court, public agency, referee, commissioner, or hearing officer to the extent approved by such arbitrator, court, public agency, referee, magistrate, commissioner or hearing officer subject to prior approval and direct and immediate supervision and in the presences of the supervising attorney; conducting legal research; preparing a wide range of written memoranda; reviewing transcripts, writs of mandate and habeas corpus, and briefs; assisting the supervising attorney in all phases of case preparation, presentation; and conducting any other duties as assigned consistent with the requirements of the State Bar Certified Student program.

The minimum qualifications for the new Certified Law Clerk classification are identical to the criteria specified in Rule 9.42 Certified Law Students of the California Rules of Court, which are as follows:

1. Have successfully completed one full year of studies (minimum of 270 hours) at a law school accredited by the American Bar Association or the State Bar of California, or both, or have passed the first-year law students' examination;
2. Have been accepted into, and be enrolled in, the second, third, or fourth year of law school in good academic standing or have graduated from law school, subject to the time period limitations specified in the rules adopted by the Board of Trustees of the State Bar; and

3. Successfully completed or currently enrolled in and attending academic courses in evidence and civil procedure.

Certified Law Clerks must obtain current membership in the State Bar of California within 330 days. Incumbents gaining experience and proficiency will typically advance to the Deputy District Attorney I position with the District Attorney's approval after becoming a member of the State Bar of California within 330 calendar days. Individuals failing to meet any of the prior criteria within 330 calendar days will be released. Recruiting and filling Deputy District Attorney I position requires providing future lawyers who have graduated or are nearing graduation with an opportunity that starts with the Certified Law Clerk classification.

This action would assist the District Attorney with recruitment and bring legal expertise to Mariposa County. Staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS

None. This classification is new.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving the allocation will not change the District Attorney's office's classifications and organizational structure. The District Attorney may have a harder time recruiting attorneys for his staff.

FINANCIAL IMPACT

None. Upon satisfying the promotion requirements, individuals hired for the Certified Law Clerk position will be transitioned to a Deputy District Attorney I allocation. Since the Certified Law Clerk does not create an extra allocation but provides a classification transition within the same allocation, no additional financial impact will occur.

ATTACHMENTS

1. **CertifiedLawClerk_Salary**
2. **CertifiedLawClerk_Draft**

VOTE RESULT

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

Proposed Certified Law Clerk Salary	Annual
Step 1	$ 63,108.707
Step 2	$ 66,430.218
Step 3	$ 69,926.545
Step 4	$ 73,606.889
Step 5	$ 77,480.936

(The following salary scale is shown for comparison purposes. It is not being revised.)

Deputy District Attorney I Salary	Annual
Step 1	$ 81,558.880
Step 2	$ 85,633.600
Step 3	$ 89,916.320
Step 4	$ 94,411.200
Step 5	$ 99,132.800

CERTIFIED LAW CLERK

DEFINITION

Under the specific direction of the District Attorney, a Certified Law Cleark with a current effective State Bar Notification of Certification may negotiate, appear in depositions, public trials, hearing arbitration or proceedings or before any arbitrator, court, public agency, referee, magistrate, commissioner, or hearing officer. The Certified Law Clerk classification requires maintaining a State Bar Notice of Certificate, and incumbents can do limited trial work. Incumbents must currently have and maintain an effective certificate of registration as a Certified Student from the State Bar that is consistent with all the requirements of Rule 9.42 of the California Rules of Court. This classification is a bridge level to the Deputy Attorney I classification.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the District Attorney.

EXAMPLES OF ESSENTIAL FUNCTIONS

Negotiate for and on behalf of the client and give legal advice to the client, subject to prior approval, approval of the advice given or plan of negotiations, and general supervision of all activities of the supervising attorney. *(California State Bar, Rule 5.1.1)*

Appear on behalf of the clients in depositions subject to prior approval with direct and immediate supervision in the presence of the supervising attorney and a signed consent form from the County Counsel. *(California State Bar, Rule 5.1.2)*

Appear on behalf of the client in any public trial, hearing arbitration, or proceeding or before any arbitrator, court, public agency, referee, magistrate, commissioner, or hearing officer to the extent approved by such arbitrator, court, public agency, referee, magistrate, commissioner or hearing officer subject to prior approval and direct and immediate supervision and in the presences of the supervising attorney, obtain a signed consent form from the County Counsel and provides the consent form as a condition to such appearance to the arbitrator, court, public agency, referee, magistrate, commissioner or hearing officer, or file a copy of the consent form in the court case. *(California State Bar, Rule 5.1.3)*

Appear on behalf of the government agency in the prosecution of criminal actions classified as infractions or other such minor criminal offenses with a maximum penalty or a fine equal to the maximum fine for infractions in California subject to approval by the court, commissioner, referee, hearing officer or magistrate, without the personal appearance of the designated attorney supervisor only if that attorney has approved in writing the performance of such acts by the Certified Law Clerk and is immediately available to attend the proceeding, and obtains a signed consent form from the County Counsel. (*California State Bar, Rule* 5.2)

Conduct legal research and analysis on a wide range of topics, prepare a wide range of written memoranda, review transcripts, writs of mandate and habeas corpus, and briefs, assist the supervising attorney in all phases of case preparation and presentation, and conduct any other duties as assigned consistent with the requirements of the State Bar Certified Student program.

Performs related duties as required.

EMPLOYMENT STANDARDS
Knowledge of:

Pertinent federal, state, and county laws and regulations.

Current principles and practices of family, criminal, statutory, and constitutional law.

Courtroom / judicial procedures and processes and rules of evidence.

Methods and practices of pleading and practical techniques in presenting cases in court.

Methods and techniques of legal research.

Established precedents, case law, and legal reference sources applicable to District Attorney's Office activities.
Functions and authorities of other criminal justice organizations.

Modern office practices and technology, including using computers for word processing and records management.

Report and business letter preparation techniques.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:
Conduct complex legal research and analysis

Analyze and apply legal principles, precedents, statutory and case law, facts, and evidence to legal issues as part of trial preparation.

Maintain professional working relationships with supervisors, fellow employees, clients, opposing counsel, and court members.

Prepare clear, logical, and concise written materials.

Present the County's legal case in legal proceedings.

Adhere to ethical standards.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in an office environment and outside exposed to various environmental conditions. Tasks may involve extended periods at a workstation and traveling to court locations. The typical work schedule is weekdays, weekends, and evenings.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. These include the ability to work at a desk for multiple hours and intermittently

travel to and from locations internal and external to the primary work location, move and reposition items up to ten pounds, use tools and controls, and operate office equipment.

EXPERIENCE AND TRAINING

Have successfully completed one (1) full year of studies (minimum of 270 hours) at a law school accredited by the American Bar Association **OR** the State Bar of California, **OR** both, **OR** have passed the first-year law students' examination;

AND

Have been accepted into and be enrolled in the second, third, or fourth year of law school in good academic standing or have graduated from law school, subject to the time period limitations specified in the rules adopted by the Board of Trustees of the State Bar;

AND

Have either successfully completed or are currently enrolled in and attending academic courses in evidence and civil procedure.

Preferred Qualifications:

None.

Additional Requirements:

Written proof of certification by the State Bar of California Office of Certification as a Certified Student under the Practical Training of Law Students Program; and maintenance of certificate at all times during appointment as governed by Rule 983.2, Section D of the California Rules of Court and the State Bar Rules Governing the Practical Training of Law Students. Incumbents may only use the title of "Certified Law Clerk" while employed and performing the duties of this classification.

Incumbents must maintain the State Bar Certification as a "certified law student" at all times during their appointment as a Certified Law Clerk and notify their supervisor immediately if certification is terminated. Incumbents who fail to maintain a valid certificate from the state bar shall be immediately terminated.

Must be able to pass the California State Department of Justice fingerprinting clearance.

Possession of current membership in the State Bar of California within 330 days. Incumbents gaining experience and proficiency will typically advance to the Deputy District Attorney I position with the District Attorney's approval after becoming a member of the State Bar of California within 330 calendar days. Individuals failing to meet any of the prior criteria within 330 calendar days will be released.

Positions in this classification may require possession of a valid California driver's license for the class of vehicle driven and meeting the county's automobile insurability requirements. *(Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.)*

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

Created:

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-197

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the Modification of the County Health Officer Position Allocation from a Full Time Position (100%) to a Part Time Position (50%) to Reflect the Non-Pandemic Workload of the County Health Officer Position in the Health and Human Services Agency, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Modification of the County Health Officer Position Allocation from a Full Time Position (100%) to a Part Time Position (50%) to Reflect the Non-Pandemic Workload of the County Health Officer Position in the Health and Human Services Agency, Effective Immediately.

During the COVID-19 pandemic, the allocation was changed to full-time (100%). With the height of the emergency passed, the allocation is most appropriately revised to 50%, matching the non-pandemic workload of the County Health Officer position.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County Health Officer allocation has fluctuated, as previously noted, due to changes in workload. On April 9, 2024, the Board approved Resolution 24-148 to update the job description for this position.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not revising the allocation will inaccurately show the cost burden of the full allocation when only 50% is required. Allocation accuracy will impact public health budgets.

FINANCIAL IMPACT

If approved, salary and benefits for the public health officer will be included in the budget as appropriate for 50% of the full allocation.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso

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

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 24-6

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Approving Submission of Application and Necessary Documents Pertaining to the Federal Transit Administration (FTA) Section 5311 Program (Operating Assistance) Funds; and Authorize the Local Transportation Commission Executive Director to Sign the Application and Necessary Documents to Implement the Section 5311 Grant (Subject to Approval as to Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving Submission of Application and Necessary Documents Pertaining to the Federal Transit Administration (FTA) Section 5311 Program (Operating Assistance) Funds; and Authorize the Local Transportation Commission Executive Director to Sign the Application and Necessary Documents to Implement the Section 5311 Grant (Subject to Approval as to Form by County Counsel).

Staff has prepared grant application documents for FFY 2024 requesting Federal Transit Administration (FTA) for operating assistance funds for Mariposa County Transit for rural transit services. A resolution is required authorizing the filing of grant applications and allowing the Executive Director - MCLTC to file the grant applications and all documents related to the grant.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Each fiscal year, Section 5311 funds are provided by the Federal Transit Administration (FTA) for operating assistance and are used for Mariposa County Transit.
MCLTC approved the FTA 5311 application submission with Resolution # 2022-7 on April 26th, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board decide not to approve this request, MCLTC will be ineligible for Federal Funding to assist Transit.

FINANCIAL IMPACT

No impact to the general fund.

ATTACHMENTS

1. **FFY24 Regional Shares Full Apportionment 2024-04-08 - Final**
2. **FTA 5311 Application Resolution FFY 2024**
3. **Project Description FFY 2024**

VOTE RESULT

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

FTA Section 5311 Regional Shares of FFY 2024 Apportionment
Division of Rail and Mass Transportation
Grants Management Branch

D	County/Region	ID	Population (9)	FFY24 Apportionment
4	MTC		303,295	$ 2,302,495
3	SACOG		148,708	$ 1,128,830
10	Alpine	1	1,119	$ 48,000
10	Amador	2	46,118	$ 349,947
3	Butte	3	136,143	$ 1,033,436
10	Calaveras	4	50,990	$ 386,936
3	Colusa	5	27,483	$ 208,465
1	Del Norte	6	33,612	$ 254,998
3	El Dorado	7	100,322	$ 761,477
6	Fresno	8	293,930	$ 2,231,389
3	Glenn	9	34,561	$ 262,203
1	Humboldt	10	136,463	$ 1,035,866
11	Imperial	11	73,583	$ 558,466
9	Inyo	12	24,660	$ 187,032
6	Kern	13	279,893	$ 2,124,821
6	Kings	14	70,815	$ 537,452
1	Lake	15	73,807	$ 560,168
2	Lassen	16	38,374	$ 291,152
7	Los Angeles	17	81,521	$ 618,734
6	Madera	18	81,335	$ 617,319
10	Mariposa	19	22,775	$ 172,721
1	Mendocino	20	97,245	$ 738,115
10	Merced	21	107,937	$ 819,286
2	Modoc	22	14,344	$ 108,711
9	Mono	23	18,839	$ 142,838
5	Monterey	24	118,408	$ 898,787
3	Nevada	25	107,885	$ 818,896
12	Orange	26	10,175	$ -
3	Placer	27	101,499	$ 770,414
2	Plumas	28	25,434	$ 192,909
8	Riverside	29	188,713	$ 1,432,557
5	San Benito	30	69,853	$ 530,148
8	San Bernardino	31	260,605	$ 1,978,378
11	San Diego	32	140,082	$ 1,063,345
10	San Joaquin	33	88,363	$ 670,676
5	San Luis Obispo	34	103,213	$ 783,423
5	Santa Barbara	35	54,141	$ 410,858
5	Santa Cruz	36	38,045	$ 288,653
2	Shasta	37	71,026	$ 539,052
3	Sierra	38	3,236	$ 48,000
2	Siskiyou	39	49,720	$ 377,294
10	Stanislaus	40	92,312	$ 700,662
2	Tehama	41	71,473	$ 542,448
2	Trinity	42	21,756	$ 164,985
6	Tulare	43	161,311	$ 1,224,514
10	Tuolumne	44	61,264	$ 464,938
7	Ventura	45	77,582	$ 588,827
	TOTAL		4,212,850	$ 31,970,618

Date Prepared: April 8, 2024

Data Source: Infrastructure Investment and Jobs Act; 2020 Census Data workbook; FTA Table 9 for FFY24

Prepared by: Eloisa Gomez

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 2024-_____

A Resolution authorizing filing a grant application with the Federal Transit Agency for Section 5311 "Rural Transit Operating Assistance" Funds.

WHEREAS, the Mariposa County Local Transportation Commission (LTC) is the Regional Transportation Planning Agency (RTPA) for Mariposa County; and

WHEREAS, the LTC has prepared an application under Section 5311 Federal Rural Transit Operating Assistance in the amount of $172,721 for FFY 2024 for transit services in rural Mariposa County; and

WHEREAS, the State Department of Transportation is designated as the reviewing agency by the Federal Transit Administration (FTA) for matters pertaining to this grant application; and

WHEREAS, the grant for federal financial assistance will impose certain obligations upon the Mariposa County Local Transportation Commission and may require the Mariposa County Local Transportation Commission to provide the local share of the project cost; and

WHEREAS, the Executive Director is authorized to execute and file all certifications, assurances and other documents which the FTA requires before awarding a federal assistance grant.

NOW THEREFORE BE IT RESOLVED that the Mariposa County Local Transportation Commission hereby authorizes the Executive Director to execute and file an application with the Federal Transit Administration for Section 5311 Federal Rural Transit Operating Assistance for Mariposa County.

BE IT FURTHER RESOLVED that the Executive Director is authorized to sign all documentation necessary to implement the Section 5311 grant.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 14th day of May, 2024, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Wayne Forsythe, Chair
Local Transportation Commission

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Project Description

General Project Details:	
Please type your agency name:	Mariposa County Local Transportation Commission

Please select Project Types below for which your agency is applying and complete the relevant section of this form (Check all that apply).

☑	Operating Assistance
☐	Capital Revenue Vehicles (Replacements or Expansions)
☐	Preventative Maintenance

General Information

Question 1: Indicate the type(s) of public transportation service for the proposed projects funded by FTA Section 5311. (Check all that apply)

☐	**Fixed Route** - Vehicles will travel on specific roads and stop at pre-designated locations according to a schedule.
☑	**Demand Response** - Vehicles will pick people up when they need a ride (Must be open to the general public).
☐	**Deviated Fixed Route** - Vehicles will travel from point A to point B but go out of the way to pick up or drop off passengers if necessary (Deviations must be open to the general public).
☐	**Blended Paratransit -** Complementary Paratransit Provided on the Same Vehicle as the Fixed Route Service. Please upload your Blended Paratransit Plan in your Organization's Profile under the Important Documents Section.
☐	**ADA Paratransit Service** - Please upload your ADA Paratransit Service Plan in your Organization's Profile under the Important Documents Section.

☐	**Commuter Service** - Fixed route bus service characterized by service predominantly in one direction during peak periods, and with limited stops and routes of extended length, usually between the central business district and outlying suburbs.
☐	**University Service** - An institution of higher education has a formal arrangement with the transit operator to provide university transportation service.
☐	**Charter Service** - Transportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated price or for events or functions that occur on an irregular basis or for a limited duration.

Question 2: Does your agency receive more than $750,000 in *Federal funds*?	No
If you marked **YES** above, has your agency submitted the annual Single Audit Report to the State Controller's Office (SCO)? The report is due to the SCO on March 31st of each fiscal year.	
Your agency must upload a pdf copy of the Single Audit Report along with this application in BlackCat in your Organizations tab under the Important Documents section in the Fiscal Responsibility category.	

Question 3: Which one of the following describes the project(s) for which you are applying? (Check all that apply)	
☐	Add new service
☐	Expand existing service to additional areas, please explain planned expansions?
☑	Maintain service at current level

Question 4: Does your agency employ between 50-99 transit-related employees, and requests or receives Capital or Operating Assistance in excess of $1,000,000 in the previous Federal Fiscal Year, or requests or receives Planning Assistance in excess of $250,000 in the previous Federal Fiscal Year.	No
If **YES**, your agency must upload its abbreviated EEO plan along with this application in BlackCat in your Organizations tab under the Important Documents section in the Civil Rights category.	
Employs 100 or more transit-related employees, and requests or receives Capital or Operating Assistance in excess of $1,000,000 in the previous Federal Fiscal Year, or requests or receives Planning Assistance in excess of $250,000 in the previous Federal Fiscal Year.	No
If **YES**, your agency must submit its EEO plan along with this application in BlackCat in your Organizations tab under the Important Documents section in the Civil Rights category.	

Operating Assistance (Complete ONLY if applying for Operating Assistance Projects)
The operating period will be for 1 years with a performance period: **July 1, 2024 - June 30, 2025**

Question 1: Please describe the Operating services:
Mari-Go, Mariposa County Transit, is a Dial-A-Ride Service. Mari-Go operates Monday through Friday 8:30 A.M. - 4:00 P.M., except County Holiday's. Rider's must call in advance to schedule rides. All buses are equipped with a wheelchair lift and tie-down straps for wheelchair passengers. Mariposa County Transit also operates a curb-to-curb non-medical transportation service, Medi-Trans, to Seniors (60 years of age and older) for scheduled medical appointments and/or in office procedures in Mariposa, Merced, Oakhurst, Fresno, and other surrounding counties. All Medi-Trans are ADA accessible with a ramp and tie-down straps for wheelchair passengers.

Question 2: Is your Operating Service directly operated by your agency in-house?	
☑	**Yes**, Operating service is directly operated in-house.
☐	**No**, Operating service is **not** directly operated in-house.
If you answered **YES** above, then you are done with this Section. If you answered **NO,** please answer the remaining questions in this Section.	

Question 3: Is your Operating Service performed through an Intergovernmental Agreement (IGA), or Joints Powers Authority (JPA) agreement?	
If **YES,** your agency must upload a pdf copy of the agreement in BlackCat in your Organizations tab under the Important Documents section in the Third-Party Contracting category.	

Question 4: Is your Operating Service performed through a third-party contract and **APPROVED** by Caltrans FTA Programs Procurement Oversight Branch?	
If **YES**, your agency must upload a pdf copy of Caltrans FTA Programs Procurement Oversight Branch approval letter in BlackCat in your Organizations tab under the Important Documents section in the Third-Party Contracting category.	
If you answered **NO**, please contact your assigned Liaison to get your 3rd Party Contract **approved** by Caltrans FTA Programs Procurement Oversight Branch.	
*If your 3rd Party Contract is expiring soon and you are not exercising your option years, then you must submit a Request For Proposal (RFP) Package within the next **12** months for review and approval by Division of Local Assistance (DLA). Please contact your Liaison for more information.	

Question 5: Has the Operating Service third-party contract agreement been ***modified*** and received **approval** from Caltrans FTA Programs Procurement Oversight Branch? (i.e. amended, and or optional period of performance have been exercised).	
If you answered **YES** above, your agency must upload a pdf copy of Caltrans FTA Programs Procurement Oversight Branch approval letter in BlackCat in your Organizations tab under the Important Documents section in the Third-Party Contracting category.	
If you answered **NO** above, please contact your assigned Liaison to get your 3rd Party Contract amendment approved by DLA.	

What is the base period of the operating service third-party contract?			
Contractor:	Base Period Begin Date:	Base Period End Date:	List all Optional Periods Available:
Example: We Operate, Inc.	7/1/2015	6/30/2020	Yr. 1: 7/1/2020 - 6/30/2021 Yr. 2: 7/1/2021 - 6/30/2022

Capital Revenue Vehicles (Replacements or Expansions)

PRE-AWARD AUTHORITY IS STRICTLY FORBIDDEN FOR ALL CAPITAL PURCHASES

You will not receive your fully executed Standard Agreement for your capital purchase(s) until your assigned Liaison contacts you to submit a Procurement request. Your Liaison will reach out to you once the grant is awarded by FTA.

Question 1: The proposed Capital purchase(s) is for (check all that apply):	
☐	Vehicle Replacement (Complete Questions #2 and #3)
☐	Service Expansion (Skip ahead to Question #3)

Identify the procurement contract or method below:		
☐	State ZEB Vehicle Contracts:	(For contract information go to this Link and enter "ZEB" in the description field).
☐	CalACT/MBTA Joint Procurement:	CalACT requires: a vehicle quote and floorplan to approve contract utilization. **Do NOT submit final Purchase Orders to vendors or CalACT prior to formal Caltrans FTA Programs Procurement Oversight Branch's authorization.**
☐	Piggyback:	Specify the contract the piggyback assignment will be requested from and the year the contract was awarded:
☐	Other Local Procurement:	Please Specify:

Question 2: List the current vehicle(s) that will be replaced:

Full VIN#	Vehicle Year	Make/Model or Vehicle Description	Fuel type	Federal Useful Life (Years)	Federal Useful Life (Miles)	Actual Mileage	Date Placed in Revenue Service	Date Taken Out of Revenue Service	Total Federal Share Spent on Original Purchase

Question 3: List the vehicle(s) your agency proposes to purchase									
Quantity	Vehicle type (bus, minivan, etc.)	Chassis Type (Ford E-450, GM4500, etc.)	Fuel type	Length	Passenger Capacity	Useful Life in Years	Useful Life in Miles	Unit Price	Total Price
									$ 0
									$ 0
									$ 0
									$ 0
									$ 0
									$ 0
									$ 0
									$ 0
									$ 0

Question 4: What is the need for this vehicle(s)? How did you select the project?
Question 4a: Describe what service improvements would be addressed by acquiring the vehicle(s)?
Question 4b: If your agency is requesting **a vehicle(s) replacement**, explain why the replacement is needed.
Question 4c: If the request for vehicle(s) is for **a service expansion**, how was the need for the expansion determined?

Question 5: Complete the proposed procurement schedule for capital project(s):	
Procurement Schedule:	**Date:**
RFP/IFB Issue Date:	
Contract Award Date:	
Initial Delivery Date:	
Final Delivery Date:	

Question 6: How does your agency intend to meet federal rollingstock (vehicle) requirements to certify post-delivery compliance for Buy-America, Purchaser's Requirements, and FMVSS?		
☐	Qualified in-house inspector	
☐	Third-party inspector	
☐	Other (specify):	

Preventative Maintenance (Complete ONLY if applying for Preventative Maintenance Projects)		
Question 1: Please indicate the type of Preventative Maintenance for the proposed project. (Check all that apply):		
☐	Inspections	
☐	Repairs or Replacements	
☐	Overhauls or Refurbish	
☐	Other (specify):	

Question 2: Please describe the Preventative Maintenance activities:

Question 3: Is your Preventative Maintenance performed through a third-party contract and **APPROVED** by Caltrans FTA Programs Procurement Oversight Branch?	
If **YES**, your agency must upload a pdf copy of Caltrans FTA Programs Procurement Oversight Branch's approval letter in BlackCat in your Organizations tab under the Important Documents section in the Third-Party Contracting category.	
If you answered **NO**, please contact your assigned Liaison to get your 3rd Party Contract **approved** by Caltrans FTA Programs Procurement Oversight Branch.	

Question 4: Has your Preventative Maintenance third-party contract been ***modified*** and received approval from Caltrans FTA Programs Procurement Oversight Branch? (i.e. amended, and or optional period of performance have been exercised).	
If you answered **YES** above, your agency must upload a pdf copy of Caltrans FTA Programs Procurement Oversight Branch approval letter in BlackCat in your Organizations tab under the Important Documents section in the Third-Party Contracting category	
If you answered **NO** above, please contact your assigned Liaison to get your 3rd Party Contract amendment approved by DLA.	

What is the base period of the Preventative Maintenance third-party contract?			
Contractor:	Base Period Begin Date:	Base Period End Date:	List all Optional Periods Available:
Example: We Operate, Inc.	7/1/2015	6/30/2020	Yr. 1: 7/1/2020 - 6/30/2021 Yr. 2: 7/1/2021 - 6/30/2022

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 24-7

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Transportation Planning Overall Work Program (OWP) for FY 2024-25; and Authorize the Mariposa County Local Transportation Commission (LTC) Executive Director to Sign and Submit the Overall Work Program Agreement (OWPA), Planning Process Certification, Certifications and Assurances Documents, and the Debarment and Suspension Certification (Subject to Approval as to Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve Transportation Planning Overall Work Program (OWP) for FY 2024-25; and Authorize the Mariposa County Local Transportation Commission (LTC) Executive Director to Sign and Submit the Overall Work Program Agreement (OWPA), Planning Process Certification, Certifications and Assurances Documents, and the Debarment and Suspension Certification (Subject to Approval as to Form by County Counsel.)

The State is requesting the Executive Director of Mariposa County Local Transportation Commission (MCLTC) to Sign the Agreement and associated documents and provide LTC Approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS

May 9th, 2023 Resolution #LTC-2023-10 the LTC authorized the FY 2023-24 OWP

May 24th, 2022 Resolution #LTC-2022-10 the LTC authorized the FY 2022-23 OWP

May 25th, 2021Resolution #LTC-2021-17 the LTC authorized the FY 2021-22 OWP

Each year the Local Transportation Commission (LTC) approves an Overall Work Program (OWP) for Transportation Planning that serves as a guide for the work to be performed during the fiscal year. The draft was submitted to Caltrans District 10 for review on February 28, 2024, and a Comment Letter was received on April 15, 2024. Caltrans District 10 comments were taken into consideration, and the Draft OWP FY 2024-25 was updated with their requested changes.

The budget for performing this Work Program is provided by two State sources: Rural Planning Assistance (RPA) funds to be $158,000 for FY 2024-25, and State Transportation Improvement Program (STIP) "Planning, Programming, and Monitoring" funds in the amount of $25,000. Funds from the Local Transportation Fund (LTF) in the amount of $8,000 will also be used. Approval of the OWP and execution of the Agreement are required in order to receive the RPA funds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the FY 2024-25 OWP; Transportation Planning would not receive the RPA funding in FY 2024-25.

FINANCIAL IMPACT

No impact to General Budget

ATTACHMENTS

1. **Karen Glendenning - LTC 1_Redacted**
2. **OWP FY 24 -25 -Draft 5-14-24**
3. **MCLTC Resolution 5-14-24 OWP FY 24-25**
4. **FY 2024-25 OWPA - 5-14-24 - Signed**
5. **2024-25 FHWA-FTA-State Metro Plng Process Cert_RTPA - Signed**
6. **2024-25 Debarment and Suspension Certification - Signed**
7. **FY 2024 FTA Certifications and Assurances 3-21-24 with Resolution**

VOTE RESULT

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

Public Comments for LTC Item 1.

Karen Glendenning [redacted]om>
Mon 5/6/2024 11:29 AM
To:Danielle Bondshu <dbondshu@mariposacounty.org>
Cc:[redacted]Rosemarie Smallcombe <Rsmallcombe@mariposacounty.org>

Good Day,
I am from the community of Fish Camp aka "not limited to:" and I would like to have county road repair / maintenance projects in this and future SB1 funded projects list include Fish Camp. There are several county-maintained roads within Fish Camp, really.
I am hopeful that the use of the "not limited to:" phrase does include Fish Camp, but I am not holding my breath.
I had asked to have placed on the recent Fish Camp Planning Advisory Committee Agenda a resolution that would include the county-maintained roads as needing to be included in county work lists. Alas, topic was discussed, but no resolution was developed prior to the meeting or at the meeting , much less adopted.
PLEASE include Fish Camp, aka "not limited to:" in future SB1 and other funding sources that are available to county maintained roads.
Thank you,
Karen Glendenning
Private Citizen of Fish Camp

Mariposa County

Local Transportation Commission

Transportation Planning Overall Work Program

For Fiscal Year 2024-2025

Draft

Pending LTC Adoption – May 14, 2024

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356

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1. Introduction

The Work Program

The Overall Work Program (OWP) is a budget for one fiscal year. It identifies transportation planning activities and their funding sources. This OWP is for Fiscal Year 2024-2025 including July 1, 2024 - June 30, 2025.

Together with the Master Fund Transfer Agreement (MFTA) and the Overall Work Program Agreement (OWPA), the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds.

The primary concerns addressed in this Work Program are:

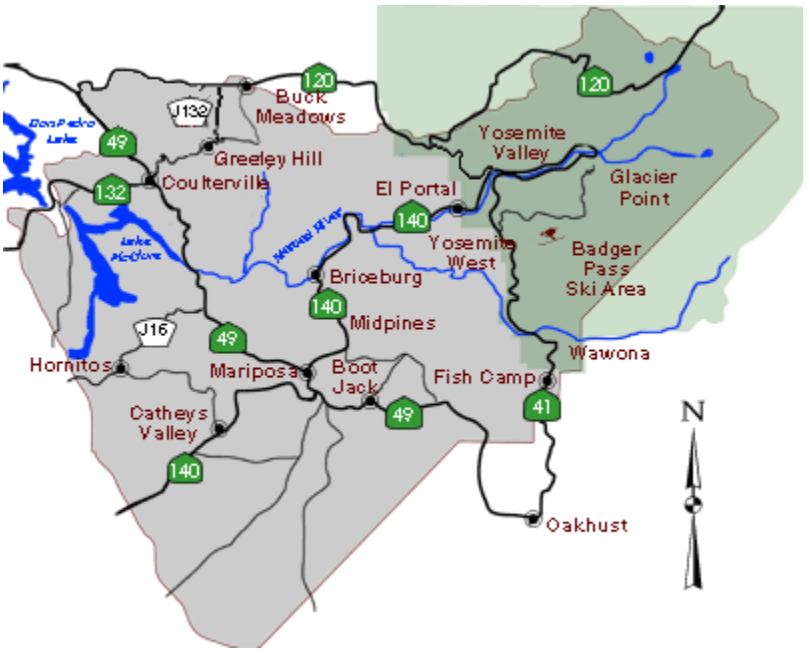
- Funding for transportation planning projects and programs
- Coordination with federal, state, and local agencies
- Coordination with neighboring regions and their planning activities including but not limited to the staff participation in Yosemite Area Regional Transportation System (YARTS), Rural Counties Task Force (RCTF), and Bicycle Pedestrian Advisory Committee (BPAC)
- Public participation and outreach
- Air Quality Conformity
- Consistency with the General Plan
- Improving transportation datasets and analysis capabilities

The main products of this Work Program will be:

- Complete Phase III of Active Transportation Plan 2024 (Funded by RPA)
- Complete Phase I & II of the Vehicle Miles Traveled Policy 2024-25 (Funded by RPA)

Regional Setting

Mariposa County is a rural, mountainous area with a population of approximately 17,131 (per the 2020 U.S. Census). It is estimated that every year approximately 4 million people travel through Mariposa County on their way to Yosemite National Park. Portions of Yosemite National Park, the Sierra National Forest, the Stanislaus National Forest, and other public lands account for about half of the almost 1,500 square miles of land area. Two highways – State Routes 49 and 140 – traverse the County, and three others – Routes 41, 120, and 132 – have portions within it.



While the County does not experience the same kind of congestion problems that face most urban areas, the incremental, low density, and widespread development pattern that is emerging creates traffic problems of their own. The primary concern is with the maintenance and improvement of the County's roadways to a safe and appropriate standard. As new housing goes up in the rural areas of the county, deficiencies in the roadway system are becoming more apparent. However, due to the mountainous terrain over much of the land, Mariposa faces higher road construction and maintenance costs than many areas. When the higher costs are combined with the small population, piecemeal growth, and low density of development, paying for necessary infrastructure maintenance and improvements becomes a more difficult task.

In the recent past, much of the growth in Mariposa County has come from tourism – mostly related to Yosemite National Park – and from the migration of retirees from urban and suburban areas.

The Local Transportation Commission

The structure of the Mariposa County Local Transportation Commission has not changed since it was formed in 1975. The Local Transportation Commission (LTC) is composed of the (5) five members of the Mariposa County Board of Supervisors, as there are no incorporated areas within the County. The County's Director of Public Works & Transportation is designated as the Executive Director of the LTC.

A Memorandum of Understanding between the Mariposa County Transportation Commission and the State of California was updated in 1999. This MOU describes the relationship between the State and County for transportation planning in Mariposa County.

The LTC has advisory committees that meet on an as-needed basis. These include the Policy Advisory Committee and Citizen's Advisory Committee. The Technical Advisory Committee (TAC), which will meet twice a year. The TAC will make recommendations to the LTC on matters such as the Regional Transportation Plan (RTP) and the annual Transportation Planning – Overall Work Program (OWP). The purpose and structure of these committees has been reviewed and the LTC bylaws updated accordingly. Additionally, a Social Services Transportation Advisory Council (SSTAC) meets prior to the Unmet Transit Needs Hearing and at other times, as needed. Currently the council meets two times annually. The council advises the LTC on transit and other transportation needs within the County.

Public Involvement

Public input by citizens or any interested party is encouraged by the LTC and welcomed at all LTC meetings. Noticed public hearings are held on topics such as Unmet Transit Needs and adoption of the Regional Transportation Plan. The LTC strives to include continuous community involvement in the development of plans and studies including online to gather feedback. Mariposa County is the ancestral home to numerous Native Americans (i.e., Tribes, communities, organizations, groups, and individuals). The LTC will reach out to the American Indian Council of Mariposa and other Native American, communities, organizations, groups, and individuals for their participation. A Public Participation Plan was completed in FY 2009-10 and more explicitly describes the LTC's public involvement goals and procedures.

Although there are no federally recognized Native American tribes within Mariposa County. California is the ancestral home to several federally recognized and non-federally recognized California Native American tribes, communities, organizations, groups, and individuals. Proactively pursuing early Native American involvement as mandated by federal and state guidelines, considered, and addressed during the earliest stages of transportation planning and programming, benefits local transportation agencies such as the Mariposa County LTC, Native Americans and Caltrans. We frequently reach out to Southern Sierra Miwuk Nation, North Fork Mono Rancheria, and Choinumni Tribe to name a few. Such efforts minimize impacts to projects by (a) avoiding potential delays and cost overruns, and (b) gaining important knowledge and information for protecting and preserving unique biological and cultural resources (i.e., flora, fauna, prehistoric sites, religious and ancestral places, etc.) for future generations.

Environmental Justice & Title VI

County staff addresses the effects of transportation planning on traditionally underrepresented and underserved populations, such as the elderly, disabled, low-income, and minority (i.e., Black, Hispanic, Asian American, Native Americans/Alaskan Native, and Pacific Islander) community groups and their leaders by involving the potentially affected public in developing transportation projects that fit harmoniously within the community without sacrificing safety or mobility. The county accomplishes this goal both formally and informally through newspaper announcements, public hearings, workshops, County websites, social media, and meetings with traditionally underrepresented communities and community leaders and notices to local minority groups.

Mariposa County Local Transportation Commission will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Person's requirements (70 FR 74087, December 14, 2005). Mariposa County Local Transportation Commission is committed to creating and maintaining a system that is free of all forms of discrimination, taking necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

2. The Transportation Planning Program

The Transportation Planning Program consists of multiple efforts, divided into Work Elements. The program and its elements are derived from various prior documents and programs including:

- The 2017 Regional Planning Handbook
- The 2024 Regional Transportation Plan
- The Regional Transportation Improvement Program and amendments
- The California Transportation Plan
- A 1990 Traffic Safety Evaluation of Mariposa County Roads conducted by the Institute of Transportation Studies
- YARTS and subsequent work in the development of a regional transit system
- The 1994 Mariposa County Highway 140 Transit Service Evaluation Report
- The 2021 Short Range Transit Plan
- The 2021 Pavement Management Program
- The 2011 Bicycle and Pedestrian Transportation Plan
- The Climate Action Plan-Transportation Infrastructure Vulnerability Assessment, and Resiliency Plan

Summary of Work Elements

- Work Element 1 - **Regional Transportation Plan (RTP)** and participate in regional planning efforts
- Work Element 2 - **Regional Transportation Improvement Program (RTIP)** preparation, Project Study Reports, and project monitoring
- Work Element 3 - **Transportation Planning Studies** for specific issues
- Work Element 4.1 - **Transit Planning** and coordination
- Work Element 4.2 – **Transportation Development Act (TDA)**
- Work Element 5 - **Air Quality Planning** and coordination
- Work Element 6 - **Public Information** and outreach
- Work Element 7 - **Maintenance of the Overall Work Program (OWP)**

Funding

The LTC's Work Program is funded from three sources: Rural Planning Assistance funds, TDA and State Transportation Improvement Program "Planning, Programming & Monitoring" funds.

The RPA funding amount for Fiscal Year 2024-25 for Mariposa County is $158,000.

Funding Amounts and Sources

$158,000	Rural Planning Assistance (RPA)
$ 25,000	STIP Planning Programming & Monitoring Funds (PPM)
$ 8,000	TDA Funds
$191,000	TOTAL BUDGETED AMOUNT

Funding by Element

Work Element	Funding Source					LTF Match (11.47%) Non RPA	Budgeted Amount
	RPA	Carryover FY 23-24	STIP PPM	TDA	Planning Grant SB1 SC, 88.53%		
1. RTP	35,000						35,000
2. RTIP			25,000				25,000
3. Transportation Planning Studies	36,000						36,000
4.1 Transit Planning	30,000						30,000
4.2 TDA				8,000			8,000
5. Air Quality Planning	15,000						15,000
6. Public Information	22,000						22,000
7. Maintenance of OWP	20,000						20,000
Sub-Total	**158,000**		**25,000**	**8,000**			
Total		**$191,000.00**					**$191,000**

RTP (Regional Transportation Plan), RTIP (Regional Transportation Improvement Program), TDA (Transportation Development Act)

County Match Requirements

Funding for Work Elements 1 – 7 does not require a County match since they are 100% funded.

Federal Planning Factors

The work elements in this program are consistent with Federal and State funding priorities including the ten FAST Act planning factors to the extent they apply to a rural area like Mariposa County. The ten planning factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.

2. Increase the safety of the transportation system for motorized and non-motorized users.

3. Increase the security of the transportation system for motorized and non-motorized users.

4. Increase the accessibility and mobility of people and for freight.

5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns.

6. Enhance the integration and connectivity of the transportation system, across and between modes, people, and freight.

7. Promote efficient system management and operation.

8. Emphasize the preservation of the existing transportation system.

9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.

10. Enhance travel and tourism.

The matrix on the following page shows which Work Element(s) address which emphasis area(s):

FAST Act Planning Factors						
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.	X		X	X		
2. Increase the safety of the transportation system for motorized and non-motorized users.	X	X	X	X		X
3. Increase the security of the transportation system for motorized and non-motorized users.	X	X	X	X		X
4. Increase the accessibility and mobility of people and for freight.		X	X	X		
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing and economic development patterns.	X		X		X	
6. Enhance the integraton and connectivity of the transportation system, across and between modes, for people and freight.	X	X	X	X		
7. Promote efficient system management and operation	X	X	X	X	X	X
8. Emphasize the preservation of the existing transportation system.		X		X		
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.	X	X	X	X		
10. Enhance travel and tourism.	X		X	X		X

Planning Emphasis Areas

Planning Emphasis Areas (PEAs) were updated in December of 2021. The emphasis areas focus on advancing equity and environmental justice in transportation planning, which will help achieve greenhouse gas reduction goals and increase resilience to extreme weather events

The matrix below shows which Work Element(s) address which Planning Emphasis Areas PEA(s):

Planning Emphasis Areas						
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)
Tackling the Climate Crisis - Transition to a Clean Energy Resilient Future	X			X	X	
Equity and Justice in Transportation Planning	X	X	X	X		X
Complete Streets	X	X		X		
Public Involvement	X	X		X		X
Stratigic Highway Network/U.S. Department of Defense Coordination	**N/A**					
Federal Land Mangement Agency Cooridination	X	X		X		
Planning and Environment Linkages	X	X	X	X		
Data in Transportation Planning	X	X		X	X	

3. Work Elements

WORK ELEMENT 1
Regional Transportation Plan (RTP)

The RTP serves as a guide for transportation planning activities in Mariposa County. It is a long-range (20 year) planning document that establishes the region's transportation goals, policies, programs, projects, and the financial resources available to implement them. This element also includes inter-governmental coordination on all matters of transportation policy in the County.

Previous Work

- Completed 2024 Regional Transportation Plan Update (September 19, 2023)
- Negative Declaration Environmental Document of RTP Update (September 19, 2023)

Proposed Products

- Provide Agendas and Meeting Minutes Quarterly for All Meetings of the Technical Advisory Committee (TAC) Meetings.
- Provide Agendas with Weblinks and Meeting Minutes Quarterly for All Meetings Staff Attends of the Rural Counties Task Force (RCTF)

Work Activities

1. Prepare Agendas, Meeting Notices, Meeting Minutes, TAC Roster, and Annual TAC Report to the Board. (October 2024, January 2025, April 2025, and June 2025) – County Staff

2. Participate in Statewide planning efforts and in the Rural Counties Task Force which staff attends. Provide weblink and meeting minutes quarterly. (October 2024, January 2025, April 2025, and June 2025) – County Staff

3. Monitor status and funding of projects in the RTP (October 2024, January 2025, April 2025, and June 2025) – County Staff

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$35,000
	TOTAL	$35,000

WORK ELEMENT 2
Regional Transportation Improvement Program (RTIP)

This work element consists of programming and monitoring "STIP" projects. Projects are programmed every two years in the Regional Transportation Improvement Program (RTIP) that is submitted to the state and subsequently becomes part of the State Transportation Improvement Program (STIP). After that, projects are allocated for construction according to their programmed schedule. Project implementation must be monitored, including project delivery, timely use of funds, and compliance with State law and the California Transportation Commission's (CTC) guidelines. This work element consists of programming and monitoring "STIP" projects.

This element also includes preparation of Project Study Reports (PSR) for County Road improvement projects. A PSR or equivalent is required by the CTC for any project that is seeking to be included in the State Transportation Improvement Program (STIP). Moreover, a PSR is used to evaluate the feasibility of each proposed project to be included in the STIP.

Previous Work

- 2022 Regional Transportation Improvement Program and subsequent amendments
- CTC Approved PA&ED and Caltrans executed PSA for Harris Road Bridge - August 2023
- LTC Approved 2024 RTIP Amendment to use FY 2024 STIP to fund Harris Rd Bridge CON Phase – November 21, 2023
- CTC Approved PA&ED and Caltrans executed PSA for Indian Peak Road Bridge - August 2023

Proposed Products

- 35% Plan Set & CEQA Document - Harris Road Bridge Project
- 35% Plan Set & CEQA Document - Indian Peak Bridge Project
  (Bridges are under 20 ft making them ineligible for HBP.)

Work Activities

1. RTIP project planning, programming, and monitoring (September 2024, December 2024, March 2025, and June 2025) – County Staff
2. Harris Road Bridge monitor PA&ED work ((September 2024, December 2024, March 2025, and June 2025) – County Staff
3. Indian Peak Bridge monitor PA&ED work ((September 2024, December 2024, March 2025, and June 2025) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
STIP PPM	LTC	$25,000
	TOTAL	$25,000

WORK ELEMENT 3
Transportation Planning Studies

The purpose of this element is to fulfill regional transportation planning duties other than the RTP and RTIP. The County engages in oversight, coordination, system planning, and community engagement in regional planning and transportation. The County addresses current and long-range issues that impact transportation planning through plans and studies such as Complete Streets and Active Transportation.

System Planning develops a) Corridor Studies, b) Multi-Modal, Operation, Non-SHOPP Transportation Equity Report (MONSTER), c) District System Management Plan, d) Active Transportation Plans, and e) Vehicle Miles Traveled (VMT) Policies.

Corridor Studies:
A corridor study serves as a quantitative assessment of current and future transportation needs in a corridor from a "complete streets" perspective. Addressing a period between twenty and forty years, the corridor plan evaluates operational strategies that maintain and optimize corridor performance and asset management in addressing travel delay, resilience, travel time reliability, mode shift, goods movement, vehicle miles traveled, congestion, and greenhouse gas reduction.

Monster:
The Monster Project List is a Multimodal Objective Non-SHOPP Transportation Equity Report (**MONSTER**) and provides reliable, accessible, shareable, quality controlled and documented data for use by Caltrans and its partners. The report supports analysis and decision making enabled by a robust data governance framework to get the right information to the right people at the right time.

District System Management Plan (DSMP):
A long-range improvement strategic and policy planning document, which is based on anticipated funding. The DSMP represents how the district envisions the transportation system will be maintained, managed, and developed over the 20 years and beyond, and is the State's counterpart to the Regional Transportation Plan (RTP)

Active Transportation Plans:
System Planning prepares multi-modal Active Transportation Plans (ATP) that research, document, analyze, and plan strategies that address the needs of travelers of all ages, incomes, and abilities on the State Highway System. The Plan views all transportation improvements as opportunities to improve safety, access, mobility, and asset preservation for all active transportation users in the District. ATPs also recognize bicycle, pedestrian, and transit modes as integral elements of the transportation system that can play a role in the reduction of greenhouse gas emissions (GHG).

Vehicle Miles Traveled (VMT) Policies:

Vehicle miles traveled (VMT) is a measure used extensively in transportation planning for a variety of purposes. It measures the amount of travel for all vehicles in a geographic region over a given period of time, typically a one-year period. It is calculated as the sum of the number of miles traveled by each vehicle. VMT is a key metric in transportation planning because it provides a measure of total travel, how travel changes over time, and differences in travel among regions and states. VMT is the leading measure of both personal and commercial vehicle travel demand. VMT data are also useful in policy decisions for infrastructure investment. Since VMT measures travel demand, it is useful in determining where resources are most needed, and it is an important measure to monitor and forecast.

Previous Work

- 2021 Pavement Management Program, Adopted December 21, 2021
- Draft Active Transportation Plan 2024 Update June 2024
- Geographic Information System development

Proposed Products

- Active Transportation Plan Phase III Final Draft adopted by MCLTC - (October 2024)
- Provide MCLTC Item, Advertisements, Request for Proposal, Monthly Agenda & Meeting Minutes with consultant for completion of Vehicle Miles Traveled (VMT) Policy.

Work Activities

1. Update street, right of way, and parcel detail into the Geographic Information System (GIS) to be used as information for ongoing Transportation Planning (July 2024 - June 2025) – County Staff

2. Monitor status through monthly update meetings with consultant. Prepare the necessary documents for Phase III of Active Transportation Plan 2024 Update with consultant. Collect public comment from outreach process to modify the Draft ATP for final approval. Prepare MCLTC Board Item, attachments, schedule MCLTC Item on meeting calendar. Post approved Final ATP to County websites for Public Viewing - (July 2024 – October 2024) – Consultant & County Staff

3. Prepare MCLTC Item, Advertisements, Request for Proposal, and contract with consultant for preparation of Mariposa County VMT Policy – (July 2024 – September 2024) Monthly monitoring of VMT Policy project milestones with monthly meetings (October 2024 – June 2025) - Consultant & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$ 36,000
	TOTAL	$ 36,000

WORK ELEMENT 4.1
Transit Planning

This work element will be focused on the activities involved with local transit planning. This element also includes participation in Yosemite Area Regional Transportation System (YARTS). Mariposa annually networks with YARTS for the Low Carbon Transit Operations Program (LCTOP) allocation which provides transit services to Mariposa County residents.

The Transportation Planning Department works closely with Mariposa County Transit to ensure required documents are updated and submitted on time keeping us eligible for transit funding.

Mariposa County is a member of the California Association for Coordinated Transportation (CALACT) which represents small rural and specialized transportation providers statewide. Mariposa participates in CALACT's offerings of programs, resources, and training to benefit the growth of our county's rural transit operations.

Previous Work

- Transit Asset Management (TAM) Updated
- National Transit Database (NTD) Report submitted October 26, 2023
- Mariposa Transit - Annual Request for Reimbursement February 4, 2024
- Federal Transportation Assistance (FTA) 5311 Funds request submitted May 30, 2024

Proposed Products

- Provide a list of any needs and solutions identified in YARTS meetings in October 2024 and April 2025 – Any lists and solutions identified will be provided as part of the Q4 deliverables (July 31,2024)
- Mariposa Transit - Required Reporting TAM, NTD, RFR, and FTA 5311 Funds Request

Work Activities

1. Meet with YARTS transit services to identify needs and to plan solutions to any issues presented and discuss potential enhanced routes and services. Include in deliverables any needs and/or solutions as a result of our meetings. (October 2024 and April 2025) – Staff

2. Participation in YARTS Authority Advisory Committee and Management Board meetings, subcommittee meetings, and coordination to enhance transit throughout the County. (December 2024 and May 2025) – County Staff

3. Update Transit Asset Management (TAM) for Mariposa Transit – (August 2024) – Staff
   Work with Mariposa Transit to complete NTD Annual Report – (October 2024) - Staff
   Annual Request for Reimbursement for Mariposa Transit – (January 2025) – Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$30,000
	TOTAL	$30,000

WORK ELEMENT 4.2
Transportation Development Act (TDA)

This work element allows the development and monitoring of the Social Services Transportation Improvement Act, including the County Unmet Transit Needs hearing, the Social Services Transportation Advisory Council (SSTAC), Transit Development Plan Updates, Transit Action Plans, and Social Services Transportation Inventories. Also included will be any other local transit related planning activities and administrative tasks, such as TDA fund allocations to transit operators and program audits.

Previous Work

- Social Services Transportation Inventories
- Unmet Transit Needs public hearing and determination.

Proposed Products

- Social Services Transportation Inventories Update
- Unmet Transit Needs public hearing and determination (June 2025)

Work Activities

1. Social Services Transportation Advisory Council meetings (October 2024 and April 2025) - County Staff

2. Unmet Transit Needs Public Hearing and related reporting activities. (June 2025) – Staff

3. Track expenditures of LTF and STA Funds. (October 2023, January 2024, April 2024, and June 2025) – County Staff

4. Apply for grants and other funding to enhance transit capital acquisition and operations. (December 2024) – County Staff

5. Prepare the MCLTC Item for TDA Annual Fund Transfers – (May 2024-June 2024) - Staff

6. Complete the annual fiscal audits. Develop and maintain records for the next performance audit. (June 2025) – Independent Auditor & County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
TDA	LTC	$8,000
	TOTAL	$8,000

WORK ELEMENT 5
Air Quality Planning

The purpose of this work element is to advise the LTC on air quality issues and policies; to ensure that transportation plans, programs, and projects conform to the most recent air quality requirements; and to coordinate effectively with other government agencies on these matters.

Air quality conformity is the process wherein plans, programs, and projects are shown to meet the requirements of the Clean Air Act Amendments and the applicable State Implementation Plan. Mariposa County is designated to be in "non-attainment" for the pollutant ozone. It is important to involve the public in the regional transportation planning process and to participate with regional, local, and state agencies, the public, and the private sector in planning efforts to identify and plan policies, strategies, programs, and actions that maximize and implement the regional transportation infrastructure. To facilitate this, the LTC works closely with the Mariposa County Air District, Caltrans District 10, neighboring counties, and other agencies on matters of air quality.

Previous Work

- Mariposa Air Quality Issues discussed with Mariposa Health & Human Services Agency
- Countywide Map of Air Quality Tests and Observations (June 2024)
- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Proposed Products

- Outcomes of Meetings with Public Works and HHSA will be submitted Quarterly
- Countywide Map of Air Quality Tests and Observations updated Quarterly
- Agenda & Meeting Minutes from the Bicycle Pedestrian Advisory Committee (BPAC)
- Registration for Online Trainings sponsored by California Air Resources Board (CARB)

Work Activities

1. Meet with Mariposa Public Works and HHSA on possible areas to enhance bike & pedestrian movement throughout the county to encourage reduction of green-house gas emissions (September 2024, March 2025) – County Staff
2. Participate in Federal and State Clean Air Act meetings and webinars when available.- County Staff
3. Coordinate with partners to identify policies, strategies, programs, and actions that enhance the movement of people, goods, services, and information on the regional, inter-regional, and state highway system. (December 2024 and June 2025) – County Staff
4. Monitor air quality with the HHSA; (September 2024, December 2024, March 2025, and June 2025) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$15,000
	TOTAL	$15,000

WORK ELEMENT 6
Public Information

- This element will help develop a public outreach campaign through informational brochures, a logo, and meetings. It is important to establish and maintain formal consultation with Native American Tribal Governments enabling their participation in local and state transportation planning and programming activities. The LTC believes in developing joint work programs with transportation and air quality agencies, including transit operators, to enhance coordination efforts, partnerships, and consultation processes – to facilitate outreach efforts and meetings with traditionally underrepresented and underserved populations such as the elderly, disabled, low-income, and minority communities, community groups and their leaders (i.e., Black, Hispanic, Asian American, and Pacific Islander).

Previous Work

- A web page dedicated to the LTC, its schedule, information, and available downloads updated each Fiscal Year (June 2024)
- Mariposa Transit Services Digital Advertising January 2024
- Mariposa Transit Services Every Door Direct Mailing (EDDM) April 2024
- Mariposa Transit Services Survey June 2024

Proposed Products

- Public Outreach mailings, published public notices, and notices on County website materials will be submitted with the Quarterly Deliverables
- Update Mariposa Transportation Planning Web Page (June 2025)
- Provide Caltrans with Public Information Materials Produced on a Quarterly Basis

Work Activities

1. The Public Outreach meeting, in the LTC Board Hearing Room in June of 2025, will invite the underserved populations, minority community groups and their leaders to participate and share their opinions, issues, and recommendations for how local and regional transportation affects them. We routinely reach out to Native American entities in our area to insure they are included in the Public Outreach process. The meeting will be documented and posted on the transportation planning website. (June 2025) – County Staff

2. Create yearly survey for current transit users in the county to ask, “How can we improve services offered in Mariposa County?” Transit Survey will be conducted in Q4. Survey outcomes will be submitted with Q1 (October 2025)– County Staff

3. Update all transit schedules and offerings for mailing and posting. (May 2025) - Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$22,000
	TOTAL	$22,000

WORK ELEMENT 7
Maintenance of the Overall Work Program (OWP)

This work element will allow the development, monitoring, and maintenance of the Overall Work Program. The Overall Work Program lays the foundation for the current fiscal year Transportation Planning Activities. Included in the Work Element will be any necessary equipment and/or supplies needed to complete the required work activities.

Previous Work

- Overall Work Program FY 2023-2024
- Overall Work Program FY 2023-2024 Amendment I

Proposed Products

- Quarterly Progress Reports (Q1 – October 31, 2024, Q2 - January 31, 2025, Q3 – April 30, 2025, and Q4 - July 31, 2025)
- Formal and Administrative Amendments as needed (August 2024 – June 2025)
- OWP FY 2023-2024 Year End Closeout Package (August 30, 2024)
- Draft of the FY 2025-2026 OWP Due to Caltrans for Review (March 1, 2025)
- LTC Board Item & Final Draft FY 2025-2026 OWP to Caltrans (May 2025)
- Final Approved/Adopted FY 2025-2026 OWP and fully executed OWPA (June 30, 2025)

Work Activities

1. Preparation of Q4 Report and FY 2023-2024 (July 2024) - County Staff
   Year End Closeout Package FY 2023-24 (August 2024) - County Staff
   Formal and/or Administrative Amendments (August 2024-May 2025) - County Staff

2. Preparation of Quarterly Reports and Invoices for FY 2024-25 Q1 – Q3 (October 2024, January 2025, & April 2025) – County Staff

3. Preparing the FY 2025-2026 Draft OWP, Caltrans approval, LTC adoption, and ongoing updates to the OWP FY 2024-2025- County Staff

4. Overall Work Program meetings with Caltrans Staff ongoing. – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$20,000
	TOTAL	$20,000

REFERENCES

See Overall Work Program (OWP) Guidance, Appendices, for Transportation Planning and Programming Requirements Regarding Tribal Governments. Guidance is included for the protocol for government-to-government relations with federally recognized tribes and for public outreach with the Native American population.

Guidelines:

California Transportation Commission (CTC), current California Regional Transportation Plan Guidelines; Executive Order 12898 (Environmental Justice); and Title VI of the Civil Rights Act.

The CTC approved the following requirement in the RTP Guidelines: "the MPO's and RTPA should include a discussion of consultation, coordination and communication with federally recognized Tribal Governments when the community is located within the boundary of an MPO/RTPA".

Regulations:

Title 23, Code of Federal Regulations (CFR), CFR 49, Chapter 1, Part 450 Subpart C, Sections 450.104, 450.202, 450.31(i), 450.324(f)(1), and 450.330(a.

Statutes:

Title 23, United States Code (U.S.C.), Chapter 1, Sections 134(h)(3)(B), 134(i)(5), and 101(a)(23); SAFETEA-LU Section 3005, Subsection 5303(i)(2)(B), Section 6001, subsection 134(i)(2)(B), and 6002.

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 24-

A Resolution approving the Overall Work Program for Fiscal Year 2024/2025

WHEREAS, the Mariposa County Local Transportation Commission (LTC) is the Regional Transportation Planning Agency (RTPA) for Mariposa County; and,

WHEREAS, the Mariposa County LTC has prepared an Overall Work Program (OWP) for FY 2024/2025 which has been reviewed by Caltrans; and,

WHEREAS, this Overall Work Program becomes the basis for Mariposa County LTC activities and budget for FY 2024/2025.

NOW THEREFORE BE IT RESOLVED that the Mariposa County Local Transportation Commission does hereby adopt the Fiscal Year 2024/2025 Overall Work Program and certifies that it's planning process will be implemented in accordance with all applicable requirements.

BE IT FURTHER RESOLVED that the Mariposa County Local Transportation Commission hereby authorizes the Executive Director to submit the OWP and to execute all necessary agreements to implement this resolution.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 14th day of May, 2024 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Wayne Forsythe, Chair
Local Transportation Commission

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MFTA#: 74A0793
AGENCY DUNS#: 623257027
AGENCY UEI#: PNG4LUYEKK53

OVERALL WORK PROGRAM AGREEMENT (OWPA)
Mariposa County Local Transportation Commission

FY: 2024-2025 OWP Board Approval Date: 5/14/2024 Amendment #:

1. The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.

2. All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA)that was executed January 1, 2015 through December 31, 2024 with Caltrans are incorporated by reference as part of this OWPA for this FY.

3. Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.

4. Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

CFDA #	Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
20.205	FHWA PL (Toll Credit)	11.47%					$0.00
20.205	FHWA PL (Local/In-kind Match)	11.47%					$0.00
20.205	FHWA PL-Complete Streets	0.00%					$0.00
20.505	FTA 5303 (Toll Credit Match)	11.47%					$0.00
20.505	FTA 5303 (Local/In-kind Match)	11.47%					$0.00
20.505	FTA 5304	11.47%					$0.00
20.205	FHWA SPR	20.00%					$0.00
	RPA	0.00%	$158,000.00				$158,000.00
	RPA Grants	0.00%					$0.00
	SHA Grants	11.47%					$0.00
	SB1 Formula & Competitive	11.47%					$0.00
	Climate Adaptation	11.47%					$0.00
	Total Programmed Amount		**$158,000.00**	**$0.00**	**$0.00**	**$0.00**	**$158,000.00**

Agency Certification of Programmed Funds

The Agency certifies that programmed amounts are representative of eligible and approved activities. Any expenses in excess of available and programmed funds will be borne solely by the agency.

Authorized Signature — Date: 5/14/2024

Shannon Hansen, Executive Director - MCLTC

Printed Name and Title

District Approval of Programmed Funds

The District has reviewed and approves the OWPA as submitted. Programmed amounts are representative of eligible and approved activities and is consistent with all obligations as approved in the OWP.

Authorized Signature — Date

Printed Name and Title

(HQ Department of Transportation Use Only)

The total amount of **FEDERAL** funds encumbered by this document are: $ _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

The total amount of **STATE** funds encumbered by this document are: $ _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

Encumbrance Details:

Fed/State	CT	Acct Line #	Project ID	Phase/Fund	Amount $

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

Signature of Department of Transportation Resources/Accounting Officer — Date

CFDA for Federal Funds *20.505 Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research/**20.205 Highway Planning and Construction

FY 2024/2025 FHWA and FTA State and Metropolitan Transportation Planning Process Self-Certification

In accordance with 23 CFR part 450, the California Department of Transportation and Mariposa County Local Transportation Commission, Regional Transportation Planning Agency, hereby certify that the transportation planning process is being carried out in accordance with all applicable requirements including:

1) 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;
2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21;
4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5) Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

RTPA Authorizing Signature	Caltrans District Approval Signature
Executive Director - MCLTC	
Title	Title
May 14, 2024	
Date	Date

Fiscal Year 2024/2025 California Department of Transportation
Debarment and Suspension Certification

As required by U.S. DOT regulations on governmentwide Debarment and Suspension (Nonprocurement), 49 CFR 29.100:

1) The Applicant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
    d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the State.
3) If the Applicant is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Applicant, including the General Services Administration's ***Excluded Parties List System (EPLS)***, Applicant shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to the State.

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DEBARMENT AND SUSPENSION CERTIFICATION
FISCAL YEAR 2024/2025

SIGNATURE PAGE

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date May 14, 2024

Printed Name Shannnon Hansen

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

AFFIRMATION OF APPLICANT'S ATTORNEY

For Mariposa County Local Transportation Commission (Name of Applicant)

Signature _____ Date _____

Printed Name of Applicant's Attorney Steven W. Dahlem

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission 2024-003

MEETING: March 19, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve the Execution of FTA Certifications and Assurances for FY 2024

RECOMMENDATION AND JUSTIFICATION

Approve Fiscal Year 2024 Certifications and Assurances for Federal Transit Administration Assistance (FTA); and Authorize Local Transportation Commission (LTC) Executive Director to Sign the Certifications and Assurances (Subject to Approval as to Form by County Counsel.)

Execution and filing of these documents is a program requirement of the California Department of Transportation (Caltrans) in order to receive continued program funding for Mariposa County Transit. The Certifications and Assurances will need to be executed before the County is eligible to request Program Allocations.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has passed similar actions in previous years in order to maintain the County's eligibility status for FTA 5311 Funding. Certifications and Assurances were approved for FY 2021 with Resolution #LTC 2021-11, FY 2022 with Resolution #LTC 2022-5, and FY 2023 with Resolution #LTC 2023-6.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the County will not be eligible to receive FTA 5311 Funding to meet Mariposa County Transit needs.

FINANCIAL IMPACT

No impact to General Fund.

ATTACHMENTS

1. **FY 2024 FTA Certifications and Assurances**
2. **Certifications and Assurances Fiscal Year 2024 - Signature Pages**

VOTE RESULT

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

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

(a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
(b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

(a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:

(1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.

(2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

(1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.

(2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

(1) Senior;

(2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

(3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
   (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
   (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
   (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
   (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:

(1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

(2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or

(3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:

(1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),

(2) Category 06 (Transit Asset Management Plan),

(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),

(4) Category 09 (Formula Grants for Rural Areas),

(5) Category 15 (Alcohol and Controlled Substances Testing), and

(6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

RES. NO. LTC 24-3

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Mariposa County Local Transportation Commission

The Applicant certifies to the applicable provisions of all categories: (*check here*) ___X___.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		**Certification**
01	Certifications and Assurances Required of Every Applicant	_____
02	Public Transportation Agency Safety Plans	_____
03	Tax Liability and Felony Convictions	_____
04	Lobbying	_____
05	Private Sector Protections	_____
06	Transit Asset Management Plan	_____
07	Rolling Stock Buy America Reviews and Bus Testing	_____
08	Urbanized Area Formula Grants Program	_____
09	Formula Grants for Rural Areas	_____
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Responsive Service	_____
18	Interest and Financing Costs	_____
19	Cybersecurity Certification for Rail Rolling Stock and Operations	_____
20	Tribal Transit Programs	_____
21	Emergency Relief Program	_____

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
AFFIRMATION OF APPLICANT

Name of the Applicant: Mariposa County Local Transportation Commission

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek, federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 3/19/2024

Name Shannon Hansen, Executive Director – MCLTC Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Mariposa County Local Transportation Commission

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.
I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: 3/19/2024

Name Steven W. Dahlem Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

MARIPOSA COUNTY

Board of Supervisors

Water Agency Board

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Selection of a Director to act as the Water Agency Board Chair for 2024

RECOMMENDATION AND JUSTIFICATION

Selection of a Director to act as the Water Agency Board Chair for 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Director Tom Sweeney was selected as the Chair in 2021. There has been no Water Agency Board meeting since that time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not choose a Chair for the year, they will need to choose one for each meeting.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Selection of a Director to act as the Water Agency Board Vice-Chair for 2024

RECOMMENDATION AND JUSTIFICATION

Selection of a Director to act as the Water Agency Board Vice-Chair for 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Marshall Long was selected as the Vice-Chair in 2021. The Water Agency Board has not met since then.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not choose a Vice-Chair for the year, they will need to choose one should the Chair not be present.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Water Agency Advisory Board

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Accept the Resignation and Recognize the Service of Art Baggett; Re-Appoint Michael Martin to the Water Agency Advisory Board as an Alternate Member with a Term Expiring April 16, 2027

RECOMMENDATION AND JUSTIFICATION

Accept the Resignation and Recognize the Service of Art Baggett; Re-Appoint Michael Martin to the Water Agency Advisory Board as an Alternate Member with a Term Expiring April 16, 2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Water Agency Advisory Board was created on September 20, 1977, by Mariposa County Water Agency Resolution Number 23. Per that Resolution, the Water Agency Advisory Board shall consist of five (5) members appointed, one from each Supervisor District by the sitting Supervisor and approved by the Board of Supervisors and two At-Large members, appointed and confirmed by the Board of Supervisors.

Recommends to Water Agency Board of Directors the terms of any loan to be considered; investigates any grant and makes recommendations to the Board of Directors of the Water Agency with respect to the MID Water Funds and FERC re-licensing process and surface and groundwater issues.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, there will be vacancies on the Advisory Board.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Re-appoint Mike Martin**
2. **Thank you letter Art Baggett**
3. **Baggett resign -redact**

Jean Dordan

#1162

From:
Sent: Thursday, March 21, 2024 4:06 PM
To: Jean Dordan
Subject: Re: FW: Continue on WAAB

Jean:

I would like to continue on the WAAB. Let me know what you need from me to continue. Thanks.

Michael

On 2024-03-21 3:19 pm, Jean Dordan wrote:
> Jean Dordan
>
> Executive Assistant
>
> Mariposa County Public Works
>
> 4639 Ben Hur Rd.
>
> Mariposa, CA 95338
>
> 209.966.5356
>
> From: Jean Dordan
> Sent: Monday, March 18, 2024 8:46 AM
> To: Mike Martin
> Subject: Continue on WAAB
>
> Hi Mike,
>
> Your term on the Water Agency Advisory Board just expired, would you
> like to continue on the committee?
>
> Thanks
>
> Jean Dordan
>
> Executive Assistant
>
> Mariposa County Public Works
>
> 4639 Ben Hur Rd.
>
> Mariposa, CA 95338
>
> 209.966.5356

April 16, 2024

Mr. Art Baggett
P.O. Box 357
El Portal, CA 95318

RE: Water Agency Advisory Board

Dear Mr. Baggett,

The Mariposa County Board of Supervisors would like to thank you for serving on the Water Agency Advisory Board. Your contributions have been greatly appreciated.

Enclosed is a Certificate of Appreciation, signed by each member of the Board of Supervisors, in recognition of your service to the community.

Sincerely,

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

cc: Public Works

From: Art Baggett <[redacted]
Sent: Friday, March 15, 2024 9:05 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Fwd: Resignations

---------- Forwarded message ---------
From: **Art Baggett** [redacted]
Date: Fri, Mar 15, 2024 at 8:51 AM
Subject: Resignations
To: <dbondshu@mariposacounty.org>

Danielle,

I was recently appointed by Governor Newsom to the Central Valley Regional Water Quality Control Board which is a fairly time consuming commitment. Therefore I feel it necessary to submit my resignation as a member of the Mariposa County Water Agency Advisory Board and the Merced River Trail Committee. I will remain on the county Planning Commission.

I have enjoyed my work on both the above committees but won't have the time necessary to be an active participant.

Thank you.

Very truly yours

Art Baggett

MARIPOSA COUNTY

Board of Supervisors

Water Agency Advisory Board

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Updated By-Laws of the Water Agency Advisory Board

---

RECOMMENDATION AND JUSTIFICATION

Approve updated By-Laws of the Water Agency Advisory Board.

Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 8, 2022, Resolution 2022-637, the Board approved amending the Committee Policy which includes guidelines for the By-Laws that each committee needs to update for consistency between all county committees.

On February 15, 2022, the Board adopted Resolution 2022-115, establishing a new Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees.

On August 24, 2021, the Board discussed the concept of a committee's policy and gave direction to the Clerk of the Board to develop the same.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the By-Laws will not be updated.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **WAAB By-Laws Update - editDB**

Mariposa County Water Agency Advisory Board By-Laws

Article 1 – Purpose and Authority

Section A – The committee is established under the authority of Section 7 (b) of the Mariposa County Water Agency Act (Chapter 2036 of the Statutes of 1959) as amended by Assembly Bill No. 173 in the 1977 session of the Legislature which provides for the creation of an Advisory Board to better fulfill the purpose of the County Water Agency Act.

Section B – Its purpose, as outlined in the Mariposa County Water Agency Act, is to recommend to the Water Agency Board the terms of any loan to be considered, investigate any grant, and make recommendations to the Water Agency Board of Directors with respect to the Merced Irrigation District (MID) water funds, FERC relicensing process, and surface and groundwater issues.

The Water Agency Advisory Board (WAAB) is directed by the Board of Supervisors to also sit as the long-standing Drought Resiliency and Water Shortage Task Force and perform the duties as required by Senate Bill 552 approved in the 2021 Legislative session. Primary responsibilities under SB 552 are to facilitate and create a County Drought and Water Shortage Preparedness document as illustrated in the County Drought Resilience Plan Guidebook.

Furthermore, the Advisory Board has the rights, powers, and privileges provided by ordinance or resolution of the Board of Supervisors and by the direction and resolution of the Board of Directors of the County Water Agency.

Section C – The Water Agency Advisory Board (WAAV) is advisory to the Board of Supervisors sitting as the Water Agency Board of Directors and, as such, shall not take part officially in, nor does it lend its influence to, any political causes or issues.

Section D – The Water Agency Advisory Board is advisory to the Board of Supervisors sitting as the Water Agency Board of Directors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Water Agency Advisory Board is not empowered by ordinance, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The Water Agency Advisory Board is limited to Seven (7) members in accordance with the establishing authority. Five (5) of the members will serve from each Supervisorial District at the recommendation of said District Supervisor. They must reside in the district of which they are representing, and two (2) members will serve as “At-large” public members. All members must be qualified electors. There will also be a non-voting ex-officio member from the Mariposa Public Utility District (MPUD).

DRAFT

Section B – The members of the Water Agency Advisory Board shall serve the following terms: One member shall be appointed for a term of one (1) year; two (2) members shall be appointed for a term of two (2) years; two (2) members shall be appointed for a term of three (3) years. Following the expiration of the initial appointments, the term of office shall be three (3) years. Each member serves until his successor is appointed or qualified.

Section C – If a member of the Water Agency Advisory Board is absent from three successive regular meetings of the Advisory Board without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors, through the Clerk of the Board, of the vacancy so that advertising and recruitment of a replacement can commence. A member is not absent without cause if his absence is due to illness or unavoidable, and the member either before or within 48 hours after the meeting gives the secretary of the Advisory Board written notice that he will be absent and gives the reason for the absence.

Article 3 – Officers

Section A - The advisory committee shall elect a Chairperson, a Vice-Chairperson, and a secretary annually at the first meeting of the calendar.

Section B – The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.

Section C – In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D – The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed

Article 4 – Meeting Procedures

Section A – All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act (ADA), and all other laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system at the meeting location and other applicable publicly accessible places no less than 72 hours prior to each regular meeting or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1) As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2) The bottom of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the Americans with Disabilities Act if special assistance is required to participate in this meeting, please contact the Public Works Department at 209-966-5356.

Approved by WAAB:
Approved by BOS:

DRAFT

Section B – Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittees shall be open to the public to the extent required by the Brown Act. Meetings are to be held in public places in compliance with the Americans with Disabilities Act.

Section E – The Chairperson shall be the Presiding Officer at all Water Agency Advisory Board meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F – Rosenberg's Rules of Order shall govern the committee's operation in all cases not covered by these by-laws. The advisory committee may formulate specific procedural rules of governance when required by resolutions, ordinances, or laws.

Section G – Each voting member has one vote and no proxy.

DRAFT

Approved by WAAB:
Approved by BOS:

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: **CLOSED SESSION:** CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Description of Real Property: 4802 Highway 140 in Mariposa (APN: 012-180-055): Agency Negotiator: Joe Lynch: Negotiating Parties: Mariposa County Unified School District (Jeff Aranguena / Kiersten Wight): Closed Session will Concern Price and Terms of Purchase/Lease

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RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Description of Real Property: 4802 Highway 140 in Mariposa (APN: 012-180-055): Agency Negotiator: Joe Lynch: Negotiating Parties: Mariposa County Unified School District (Jeff Aranguena / Kiersten Wight): Closed Session will Concern Price and Terms of Purchase/Lease.

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of Real Property: 4802 Highway 140 in Mariposa (APN: 012-180-055)
Agency Negotiator: Joe Lynch
Negotiating Parties: Mariposa County Unified School District (Jeff Aranguena / Kiersten Wight)
Closed Session will Concern: price; terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 16, 2019, the Board approved a lease agreement with the Mariposa County Unified School District (District) for the Spring Hill school site at 4802 Highway 140 in Mariposa. The agreement, which has allowed Mariposa County Fire to have offices and train at the site since 2019, is valid for up to ten years at a cost of $1,300 per year. The agreement also required a one-time maintenance deposit ($10,000) and an $1,800 monthly maintenance fee.

On March 5, 2024, the District notified the Board of its intent to sell the property.

On March 19, 2024, the Board had a closed session to discuss the price and terms of a possible purchase.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: **CLOSED SESSION:** Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Managerial/Confidential Organization (MCMCO), Service Employees International Union (SEIU)
Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

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

RECOMMENDATION AND JUSTIFICATION

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:

Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. C24-1_Scranton_Law_Firm_-_Suzee_Williams

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

March 11, 2024

Scranton Law Firm
2450 Stanwell Drive
Concord, CA 94520

Re: County Claim C24-1

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 March 11, 2024. Please keep this copy as your proof that the claim has been filed. Additionally, please note that the file has been assigned case number C24-1 and will now be routed for further processing.

Sincerely,

Katherine Slenders
Deputy Clerk of the Board II
Mariposa County Board of Supervisors

ENC.

C24-1

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF Suzee Williams
(Claimant)

v.

COUNTY OF MARIPOSA

CLAIM FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
(Government Code § 910)

RECEIVED
MAR 11 2024
BOARD OF SUPERVISORS

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: Suzee Williams
Whose address is: 10426 Oakridge
City and State: Coulterville, CA Zip: 95311
Contact Phone: (209) 380-1948 Email: williamsuzee@yahoo.com

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $_____.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☐ Property Damage
- ☐ Other *(Please List)*
- ☒ Personal Injury
- ☐ Contract

which occurred on December 1 (MONTH/DAY), 20 23 in the vicinity of *(place where incident occurred)*:

5026 Broadway Coulterville Mariposa, CA 95311
(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.)*

Claimant tripped on an improperly maintained entryway at the front door of the building.
She fell forward and her face hit the closed front door.

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

North County Health & Human Services Center

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.)

Concussion, left wrist sprain, left and right knee sprain

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**)

_____ $_____

_____ $_____

Other damages (ITEMIZE)

_____ $_____

_____ $_____

TOTAL DAMAGES INCURRED TO DATE: **$** TBD

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: **$** TBD

All notices or other communications with regard to this claim should be sent to claimant at:

2450 Stanwell Drive, Concord CA, 94520

(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: 03/01/2024 Signed Daniel Hoer _____

(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-198

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: **Public Hearing:** To Consider Adoption of a Resolution Approving Adjustment to the Solid Waste and Recycling Facility Fee Schedule, Effective July 1, 2024, July 1, 2025, and July 1, 2026, Along with a Formulated Approach for Subsequent Fee Adjustments

---

RECOMMENDATION AND JUSTIFICATION

Public Hearing: To Consider Adoption of a Resolution Approving Adjustment to the Solid Waste and Recycling Facility Fee Schedule, Effective July 1, 2024, July 1, 2025, and July 1, 2026, Along with a Formulated Approach for Subsequent Fee Adjustments.

On March 5, 2024, The Board of Supervisors received a presentation regarding the findings and recommendations stemming from the Solid Waste and Recycling System Study. A key revelation highlighted during the presentation was the numerous financial hurdles confronting the Solid Waste and Recycling Enterprise Fund. Of particular concern is the $11.9 million deficit in the Landfill Closure/Post-Closure Fund. According to the consultant's projections, an overall rate adjustment of 80% would be necessary to adequately support the Solid Waste and Recycling Enterprise Fund.

On April 9, 2024, the Public Works Department presented revisions to the Solid Waste and Recycling Facility Fee Schedule to the Board. Subsequently, the Board directed the implementation of an overall eighty percent (80%) increase in the fee schedule spread over three years. Effective July 1, 2024, a fifty percent (50%) increase over the 2009 Fee Schedule will be implemented. On July 1, 2025, a sixty percent (60%) increase over the 2009 Fee Schedule, plus an additional CPI adjustment, will take effect (6.7% + CPI increase over the previous year). Finally, on July 1, 2026, an 80% increase over the 2009 Fee Schedule, plus an additional CPI adjustment, will be implemented (12.5% + CPI increase over the previous year). Thereafter, the Solid Waste and Recycling Facility Fee Schedule will undergo annual adjustments for inflation, with new rates becoming effective on July 1 each year. Rates will be rounded to the nearest $0.50.

The CPI adjustment will be calculated based on the 12-month change in the San Francisco-Oakland-Hayward All Urban Consumer Price Index (CPI-U) (CUURS49BSA0), provided by the United States Department of Labor, Bureau of Labor Statistics, as reported for April. Starting from July 1, 2025, the fee schedule will be annually adjusted based on the calculated CPI reported for the preceding April.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current fee schedule on February 26, 2008, RES 2008-078.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to implement recommended actions will result in continued shortfalls in the Solid Waste and Recycling Division budget, necessitating additional contributions from the general fund.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Proposed Fees - Effective July 1, 2024**
2. **Proposed Fees - Effective July 1, 2025**
3. **Proposed Fees - Effective July 1, 2026**
4. **Solid Waste Rate Study and Financial Plan**
5. **Landfill Fees effective August 19 2009**
6. **Notice of Public Hearing**
7. **Resolution Text**

VOTE RESULT

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

Mariposa County Solid Waste and Recycling Facility
Fee Schedule

General Refuse	
33 gal container	$4.50
55 gal container	$7.50
Cubic Yard	$27.00
Ton	$181.50
Bulky Items (e.g., furniture, plastic tanks, playground equipment)	
Per Item Surcharge	$14.50
Dead Animals	
Per Animal (250 lbs or less)	$15.00
Per Animal (over 250 lbs)	$52.00
Clean Brush/Green Waste (<20" dia. and <8' length)	
Cubic Yard	$15.00
Ton	$82.50
Appliances	
Non-Refrigerated Appliances	$14.50
Freon Refrigerated Appliances	$30.00
Ammonia Refrigerated Appliances	$55.00
Sulfur Dioxide Refrigerated Appliances	$70.00
Tires (>15 ply not accepted) (size W x Dia)	
Passenger Tires w/o Rims (<12" x 26")	$4.50
Truck Tires w/o Rims (12" x 26" to 17.5" x 34")	$9.00
Large Tires (>17.5" x 34") (no rims)	Calculated Price
Rim Charge	$3.50
Concrete/Asphalt/Bricks	
Minimum Charge (<12" in any direction w/o rebar)	$7.50
Ton (<12" in any direction w/o rebar)	$15.00
Ton (>12" in any direction or containing rebar)	$181.50
Clean Soil	No Charge
Automotive/Marine Batteries	No Charge
Carpet, per ton (must be dry and pest free)	$100.00
Mattresses (limit 10, must be dry and pest free)	No Charge
Sharps	No Charge
Treated Wood Waste	TBD
Used Motor Oil (Unleaded/Diesel Engines Only)	No Charge
Used Oil Filters, Metal (Unleaded/Diesel Engines Only)	No Charge
Used Oil Filters, Paper (Unleaded/Diesel Engines Only)	TBD
Used Automotive Coolant/Antifreeze	TBD

Rates are rounded to the nearest $0.50

Mariposa County Solid Waste and Recycling Facility
Fee Schedule

Scrap Metal (must be separated from other materials)	No Charge
Universal Waste	
Business Size/Industrial Printers, Each	$22.50
CRT/LCD Televisions	No Charge
Fluorescent Light Tubes, Per Linear Foot	No Charge
Coated Shattershield, Dipped Lamps, Each	No Charge
ARC & UV Lamps, Each	No Charge
High Intensity Discharge Lamps, Each	No Charge
High/Low Pressure Sodium Lamps, Each	No Charge
PCB Ballast, Per Pound	No Charge
Non-PCB Ballast, Per Pound	No Charge
Lead Acid UPS/Battery Backup, Per Pound	No Charge
Other E-Waste	No Charge
Miscellaneous Fees	
Hard to Handle, Per Hour (any material that requires special handling, 1 hour minimum)	$100.00
Business Account Application	$30.00
Business Account Annual Renewal	$24.00

Rates are rounded to the nearest $0.50

Mariposa County Solid Waste and Recycling Facility
Fee Schedule

GUIDANCE ONLY- ACTUAL FEES MAY VARY

Vehicle/Trailer Volumetric General Refuse Fee Estimates

	Cu. Yds.	Fee
Small Pickup Trucks		
Short Bed		
Bed High	1.5	$40.50
Cab High	3.0	$81.00
Long Bed		
Bed High	1.8	$48.60
Cab High	3.6	$97.20
Large Pickup Trucks		
Short Bed		
Bed High	2.2	$59.40
Cab High	4.4	$118.80
Long Bed		
Bed High	2.7	$72.90
Cab High	5.5	$148.50
Trailers		
5' x 8'		
2' High	2.9	$78.30
4' High	5.9	$159.30
5' x 10'		
2' High	3.7	$99.90
4' High	7.4	$199.80
6' x 10'		
2' High	4.4	$118.80
4' High	8.9	$240.30
6' x 12'		
2' High	5.3	$143.10
4' High	10.7	$288.90
7' x 14'		
2' High	7.3	$197.10
4' High	14.5	$391.50

Rates are rounded to the nearest $0.50

Mariposa County Solid Waste and Recycling Facility
Fee Schedule

General Refuse	
33 gal container	$5.00
55 gal container	$8.00
Cubic Yard	$29.00
Ton	$193.50
Bulky Items (e.g., furniture, plastic tanks, playground equipment)	
Per Item Surcharge	$15.00
Dead Animals	
Per Animal (250 lbs or less)	$16.00
Per Animal (over 250 lbs)	$55.50
Clean Brush/Green Waste (<20" dia. and <8' length)	
Cubic Yard	$16.00
Ton	$88.00
Appliances	
Non-Refrigerated Appliances	$15.00
Freon Refrigerated Appliances	$32.00
Ammonia Refrigerated Appliances	$58.50
Sulfur Dioxide Refrigerated Appliances	$74.50
Tires (>15 ply not accepted) (size W x Dia)	
Passenger Tires w/o Rims (<12" x 26")	$5.00
Truck Tires w/o Rims (12" x 26" to 17.5" x 34")	$9.50
Large Tires (>17.5" x 34") (no rims)	Calculated Price
Rim Charge	$3.50
Concrete/Asphalt/Bricks	
Minimum Charge (<12" in any direction w/o rebar)	$8.00
Ton (<12" in any direction w/o rebar)	$16.00
Ton (>12" in any direction or containing rebar)	$193.50
Clean Soil	No Charge
Automotive/Marine Batteries	No Charge
Carpet, per ton (must be dry and pest free)	$106.50
Mattresses (limit 10, must be dry and pest free)	No Charge
Sharps	No Charge
Treated Wood Waste	TBD
Used Motor Oil (Unleaded/Diesel Engines Only)	No Charge
Used Oil Filters, Metal (Unleaded/Diesel Engines Only)	No Charge
Used Oil Filters, Paper (Unleaded/Diesel Engines Only)	TBD
Used Automotive Coolant/Antifreeze	TBD

*Rates are subject to a CPI adjustment prior to implementation.

Rates are rounded to the nearest $0.50.

Mariposa County Solid Waste and Recycling Facility
Fee Schedule

Scrap Metal (must be separated from other materials)	No Charge
Universal Waste	
Business Size/Industrial Printers, Each	$24.00
CRT/LCD Televisions	No Charge
Fluorescent Light Tubes, Per Linear Foot	No Charge
Coated Shattershield, Dipped Lamps, Each	No Charge
ARC & UV Lamps, Each	No Charge
High Intensity Discharge Lamps, Each	No Charge
High/Low Pressure Sodium Lamps, Each	No Charge
PCB Ballast, Per Pound	No Charge
Non-PCB Ballast, Per Pound	No Charge
Lead Acid UPS/Battery Backup, Per Pound	No Charge
Other E-Waste	No Charge
Miscellaneous Fees	
Hard to Handle, Per Hour (any material that requires special handling, 1 hour minimum)	$100.00
Business Account Application	$30.00
Business Account Annual Renewal	$24.00

*Rates are subject to a CPI adjustment prior to implementation.

Rates are rounded to the nearest $0.50.

Mariposa County Solid Waste and Recycling Facility
Fee Schedule

GUIDANCE ONLY- ACTUAL FEES MAY VARY

Vehicle/Trailer Volumetric General Refuse Fee Estimates

	Cu. Yds.	Fee
Small Pickup Trucks		
Short Bed		
Bed High	1.5	$43.50
Cab High	3.0	$87.00
Long Bed		
Bed High	1.8	$52.20
Cab High	3.6	$104.40
Large Pickup Trucks		
Short Bed		
Bed High	2.2	$63.80
Cab High	4.4	$127.60
Long Bed		
Bed High	2.7	$78.30
Cab High	5.5	$159.50
Trailers		
5' x 8'		
2' High	2.9	$84.10
4' High	5.9	$171.10
5' x 10'		
2' High	3.7	$107.30
4' High	7.4	$214.60
6' x 10'		
2' High	4.4	$127.60
4' High	8.9	$258.10
6' x 12'		
2' High	5.3	$153.70
4' High	10.7	$310.30
7' x 14'		
2' High	7.3	$211.70
4' High	14.5	$420.50

*Rates are subject to a CPI adjustment prior to implementation.

Rates are rounded to the nearest $0.50.

Mariposa County Solid Waste and Recycling Facility
Fee Schedule

General Refuse	
33 gal container	$5.50
55 gal container	$9.00
Cubic Yard	$32.50
Ton	$218.00
Bulky Items (e.g., furniture, plastic tanks, playground equipment)	
Per Item Surcharge	$17.00
Dead Animals	
Per Animal (250 lbs or less)	$18.00
Per Animal (over 250 lbs)	$62.50
Clean Brush/Green Waste (<20" dia. and <8' length)	
Cubic Yard	$18.00
Ton	$99.00
Appliances	
Non-Refrigerated Appliances	$17.00
Freon Refrigerated Appliances	$36.00
Ammonia Refrigerated Appliances	$66.00
Sulfur Dioxide Refrigerated Appliances	$84.00
Tires (>15 ply not accepted) (size W x Dia)	
Passenger Tires w/o Rims (<12" x 26")	$5.50
Truck Tires w/o Rims (12" x 26" to 17.5" x 34")	$11.00
Large Tires (>17.5" x 34") (no rims)	Calculated Price
Rim Charge	$4.00
Concrete/Asphalt/Bricks	
Minimum Charge (<12" in any direction w/o rebar)	$9.00
Ton (<12" in any direction w/o rebar)	$18.00
Ton (>12" in any direction or containing rebar)	$218.00
Clean Soil	No Charge
Automotive/Marine Batteries	No Charge
Carpet, per ton (must be dry and pest free)	$120.00
Mattresses (limit 10, must be dry and pest free)	No Charge
Sharps	No Charge
Treated Wood Waste	TBD
Used Motor Oil (Unleaded/Diesel Engines Only)	No Charge
Used Oil Filters, Metal (Unleaded/Diesel Engines Only)	No Charge
Used Oil Filters, Paper (Unleaded/Diesel Engines Only)	TBD
Used Automotive Coolant/Antifreeze	TBD

*Rates are subject to a CPI adjustment prior to implementation.

Rates are rounded to the nearest $0.50

Mariposa County Solid Waste and Recycling Facility
Fee Schedule

Scrap Metal (must be separated from other materials)	No Charge
Universal Waste	
Business Size/Industrial Printers, Each	$27.00
CRT/LCD Televisions	No Charge
Fluorescent Light Tubes, Per Linear Foot	No Charge
Coated Shattershield, Dipped Lamps, Each	No Charge
ARC & UV Lamps, Each	No Charge
High Intensity Discharge Lamps, Each	No Charge
High/Low Pressure Sodium Lamps, Each	No Charge
PCB Ballast, Per Pound	No Charge
Non-PCB Ballast, Per Pound	No Charge
Lead Acid UPS/Battery Backup, Per Pound	No Charge
Other E-Waste	No Charge
Miscellaneous Fees	
Hard to Handle, Per Hour (any material that requires special handling, 1 hour minimum)	$100.00
Business Account Application	$30.00
Business Account Annual Renewal	$24.00

*Rates are subject to a CPI adjustment prior to implementation.

Rates are rounded to the nearest $0.50

Mariposa County Solid Waste and Recycling Facility
Fee Schedule

GUIDANCE ONLY- ACTUAL FEES MAY VARY

Vehicle/Trailer Volumetric General Refuse Fee Estimates

	Cu. Yds.	Fee
Small Pickup Trucks		
Short Bed		
Bed High	1.5	$48.75
Cab High	3.0	$97.50
Long Bed		
Bed High	1.8	$58.50
Cab High	3.6	$117.00
Large Pickup Trucks		
Short Bed		
Bed High	2.2	$71.50
Cab High	4.4	$143.00
Long Bed		
Bed High	2.7	$87.75
Cab High	5.5	$178.75
Trailers		
5' x 8'		
2' High	2.9	$94.25
4' High	5.9	$191.75
5' x 10'		
2' High	3.7	$120.25
4' High	7.4	$240.50
6' x 10'		
2' High	4.4	$143.00
4' High	8.9	$289.25
6' x 12'		
2' High	5.3	$172.25
4' High	10.7	$347.75
7' x 14'		
2' High	7.3	$237.25
4' High	14.5	$471.25

*Rates are subject to a CPI adjustment prior to implementation.

Rates are rounded to the nearest $0.50

Task 4

Rate Study and Financial Plan

1 Introduction

R3 Consulting Group (R3) along with Blue Ridge Services Montana (BRSM) was engaged by Mariposa County (County) to conduct a Solid Waste Study that involved the following four (4) major tasks:

1. **Operational Review -** Conduct a Comprehensive Operations Review (CORE™) of the following County facilities: Mariposa County Landfill; Organics Composting Operations; Transport Operation to Out-of-County Landfill; Material Recovery Facility (MRF); Satellite Transfer Stations. Identify and evaluate various operational improvements and or cost savings opportunities.
2. **Franchise Agreement Review** – Review the pros and cons of flow control and the use exclusive versus non-exclusive franchises for structuring the County's solid waste collection system, and recommend contract terms to be included in future County collection franchise agreements.
3. **Fee Analysis** – Review the fees charged at the County's Landfill and transfer station and provide recommendations for potential changes to those fees, and compare the per ton tip fee ($121/ton) to those in other rural California counties, and make any recommendations for modifications to the County's Fee Schedules in consultation with County staff.
4. **Enterprise Fund Financial & Rate Model** – Develop an Excel-based Rate Model / Financial Plan to be used to project the Solid Waste Division's (Division) costs over an extended planning period (e.g., 1-5 and 5-10 years) accounting for, among other things, timely vehicle replacement, adequate closure/post closure funding, and other future capital costs. Make recommendations for changes to the County's tip fees to support the long-term financial viability of the County's Solid Waste Enterprise Fund.

This document focuses on the **Task 4 - Enterprise Fund Financial & Rate Model**. An assessment of potential changes to the Mariposa County Landfill and transfer station fees is also provided (Task 3.1). The results of the **Task 1 - Operational Review** are provided in **Attachment 1**. **Task 2 - Franchise Agreement Review**, and the Task 3.2 the Tipping Fee Survey portion **of Task 3 – Fee Analysis** have been provided under separate cover.

2 Background

The Mariposa County Solid Waste and Recycling Division (Division) of Public Works manages the County's solid waste programs and assures regulatory compliance at disposal facilities. Solid waste facilities include the Mariposa County Landfill and Compost Facility, and transfer stations in Coulterville, Don Pedro, Fish Camp, and Hornitos. Trash collection services are currently contracted to Recology of Mariposa. The Division operates as an enterprise fund, with a dedicated Landfill Closure Cost / Post Closure Fund solely for anticipated future landfill closure and post closure expenses, and a dedicated Equipment Replacement Fund to purchase equipment at the landfill. The Division does not currently have a dedicated Capital Cost Fund for future landfill maintenance and development costs. For purposes of the Rate Model we

have established such a fund and recommend the County establish a dedicated Capital Cost Fund going forward.

The Mariposa County Landfill is open five days per week (Tuesday – Saturday). In 2021 approximately 14,000 tons (~50 tons per day), we landfilled, making it one of the smallest active landfills in the state. As a result, there are limited economies of scale to be realized. The Compost Facility, which opened in 2006, has never functioned as intended, and is currently processing limited amounts of source separated organics, largely from Yosemite National Park and El Portal. Due to the poor quality of the incoming source separated organics the compost that is produced cannot be marketed and is currently used as alternative daily cover (ADC) at the landfill. Source separated recyclables that are received at the Mariposa County Landfill are currently transferred to Caglia Environmental's recyclable materials processing facility in Fresno.

3 Approach

In conjunction with the Task 1 Operational Review conducted BRSM (**Attachment 1**), R3 prepared an Excel based Rate Model that projects the Division's revenues and expenses out over a 10 year term. We then used that Rate Model to project the amount of rate increase necessary to fully fund Enterprise Fund operations going forward, including all budgeted operating expense, capital projects and vehicle replacement funding, and necessary landfill closure and post closure funding. Potential operational cost savings were considered as part of the **Task 1 - Operational Review**, along with potential threats to landfill revenues due to lower unincorporated landfill tonnages, and the potential loss of some or all tonnages from Yosemite National Park. Based on that assessment, and in discussion with Enterprise Fund management staff, various rate adjustment scenarios were developed for the County's consideration.

4 Findings and Recommendations

4.1 Overall Rate Adjustments

The Enterprise Fund is faced with a number of significant financial challenges. The current landfill tip fee of $121 per ton[1] is not nearly sufficient to cover the existing Enterprise Fund budget, let alone address the $11.9 million shortfall in the County's Landfill Closure / Post Closure (CPC) Fund,[2,3] and projected capital projects and equipment replacement funding over the next 10 years.

For FY 23/24 the Enterprise Fund has budgeted the transfer of approximately $811,000 from the General Fund to make up for its FY 23/24 projected revenue shortfall. As a result of that transfer, the Enterprise Fund has a balanced FY 23/24 budget however unless that level of General Fund transfer is continued, an equivalent amount of funding needs to be provided going forward. Additional funding is also needed going forward to fully fund projected capital

1 These rates were last increased in 2009, transfer station rates in 2011.

2 A portion of which is associated with Yosemite National Park tonnages.

3 Increased funding for the CPC Fund will generate increased interest revenues, which represent a significant funding source as that balance increases over the extended funding term.

projects and equipment replacement over the next 10 years, to address the significant CPC Fund shortfall, and to replace the FY 23/34 General Fund transfer revenues if a similar level of annual transfers is not maintained going forward.

The Enterprise Fund has not been operated at a financially sustainable level for many years, which has brought it to its current financial position. While the rate adjustment scenarios discussed below reference a FY 24/25 rate adjustment start date, rather than wait until FY 24/25 we recommend the County authorize any such rate adjustment starting in FY 23/24, as soon as is reasonable.

***Note**: In addition to the annual rate adjustments discussed below it is assumed that going forward there would be ongoing annual rate adjustments sufficient to cover increased budgeted expenses, including those due to inflation (e.g., **4%**).*

Table 1 below provides a projection of the FY 24/25 required tip fee increase necessary to fully fund the Enterprise Fund going forward, assuming there are no future transfers from the General Fund. As shown, an overall rate adjustment of **80%** for all landfill and transfer station rates is projected to be required. A rate increase of **45%** alone is required to address the current budget revenue shortfall, replacing the FY 23/24 General Fund transfer. An additional **35%** rate increase is needed to address additional projected expenses and pay off the CPC Fund shortfall over forty (40) years. Retiring that shortfall within twenty (20) years would require an additional **10%** rate increase for a total rate increase of **90%**.[4]

Table 1

Tip Fee Revenue
$ 1,800,000

Revenue Impacts		
Revenue Shortfall	$810,962	**45%**
Sub TOTAL	**$810,962**	**45%**

Expense Impacts		
Additional Closure Costs	$286,292	**16%**
Capital Projects Funding	$93,600	**5%**
Additional Equipment Replacement Funding	$60,000	**3%**
Annual Contribution to Operating Reserve	$193,732	**11%**
Sub TOTAL	**$633,624**	**35%**
TOTAL	**$ 1,444,586**	**80%**

Should the County continue to provide annual General Fund transfers to the Enterprise Fund at the same level as the FY 23/34 transfer ($810,962), the FY 23/24 rate adjustment could be reduced by **45%** to **35%**. That **35%** one-time rate increase could be spread out over two years with a rate increase of **20%** each of those two years resulting in roughly the same financial results.

[4] The analyses assume that all external fund transfers to the Enterprise Fund are revenues that do not need to be repaid.

If the County does not plan to authorize ongoing annual General Fund transfers to the Enterprise Fund we recommend that it authorize a FY 23/24 rate increase of no less than **45%**. That increase would replace that lost revenue but provide none of the additional funding required to make the Enterprise Fund financially sound. Assuming a FY 23/24 rate increase of **45%**, the County should plan for another rate increase on July 1, 2024 to cover the additional Expense Impacts shown in **Table 1**, That increase would need to be on the order of **30%** for FY 24/25. Alternatively, that rate increase could be realized over two years at **20%** for FY 24/25, and **15%** for FY25/26.

4.3 Potential Cost Savings

Reduced Onsite Landfilling of Waste

The project team analyzed a number of potential cost savings measures. Foremost among them is to transition the landfill from the current practice of landfilling all incoming waste, to landfilling the minimum amount of waste necessary to meet CalRecycle's minimum requirement for the landfill to remain open. Under this scenario 30% of incoming tonnages would be landfilled, with the remaining 70% transferred to the Madera County or Merced County landfill (the "30/70 Scenario"). Additional

Closing the Compost Facility

Due to contamination in the organic waste delivered to the Compost Facility the low quality of material produced is not marketable product and can only be used as alternative daily cover (ADC) at the landfill. Under the 30/70 Scenario, there is no need for ADC produced by the Compost Facility, with cheaper sources of ADC available. As such, from an operational and financial standpoint it makes sense to close the Compost Facility. Those organic loads of organic material from Yosemite National Park (YNP) that were previously composted could be direct hauled by Recology to a compost facility in the Central Valley, or received at the Mariposa Landfill (MLF) and handled as trash.[5]

Other Potential Cost Savings

Other cost saving options that were considered include shifting landfill drop-off/buy-back responsibilities to the County's franchised hauler, and closing the Hornitas Transfer Station.

Note: *More detailed information on cost saving options that were considered can be found in Blue Ridge Services' Final CORE Report dated February 18, 2024.*

4.4 Potential Loss of YNP Tons

With necessary significant increases to the County's tip it may be less costly for YNP to direct haul solid waste loads to one of the regional landfills in the Central Valley. While direct hauling loads that distance is not a common practice the County does not control those tons and it is conceivable that there could be some loss of tons (and associated revenues) from YNP.

If the tons hauled by Yosemite Hospitality (Recology) were direct hauled to the Central Valley rather than the MLF, the Enterprise Fund would lose approximately $180,000 in revenue at

[5] In which case it may not make sense to continue to collect source separated organics simply to have them managed as solid waste.

the current tip fee, based on 2022 tonnages. If National Park Service tonnage were also direct hauled, there would be an additional $160,000 in lost revenue, both of which would require additional rate increases to replace that lost revenue.[6]

Assumptions Regarding Potential Cost Savings

For purposes of the rate adjustment scenarios discussed above, we have not assumed any cost savings. Alternatively we have not assumed any negative financial impacts (lost revenue) due to the potential for reduced tonnages coming to the MLF, which could include the loss of some or all tonnages from YNP, as discussed below. Should the net result of the above factors result in additional revenues above that currently projected, the County could adjust (reduce) future annual rate adjustments accordingly.

4.4 Adjustment to Individual Fees

We do not have any major concerns with regard to the specific fees and the structure of fees that the County currently charges, as they are generally similar to the types of fees charged by other landfills and transfer stations. With that said, the County has fees ranging from $3.00 to $18.00 for from one (1) to six (6) 33-gallon containers. It is not uncommon for their to be a minimum charge for all loads (similar to the $18 minimum charge the County has for cubic yard loads). The County may wish to consider setting a minimum charge of some amount per load (e.g., $18.00) regardless of the number of containers or other items.

5 Rate Model Design

The "Rate Model" that was developed is designed to project revenues and expenses for the Division over a 10-year planning period. The Rate Model consists of the following work sheets, which are described in more detail below:

1. **Rate Model Summary (RM 1)**
2. **Revenues (RM 2)**
3. **Expenses (RM 3)**
4. **Equipment Replacement Fund (RM 4)**
5. **Capital Cost Fund (RM 5)**
6. **Closure Cost Fund (RM 6)**

Rate Model Summary (RM 1)

Rate Model Summary (RM 1) is used to input all revenue and expense annual percentage adjustments in the Rate Model and provides key summary financial data over the planning period. The upper portion is the **Summary Results** area which provides a summary of critical

[6] The historical tonnage from YNP landfilled at the MLF has contributed a proportional amount to the County's CPC costs. If YNP were to agree, a $20/ton CPC Fund Shortfall Fee applied to all YNP tonnages disposed out of County over next 40 years (to be adjusted by CalRecycle's annual CPC Fund percentage adjustment), would pay YNP's portion of the current CPC funding shortfall ($2.225 million).

financial data based on the established revenue and expense adjustments, or as otherwise be adjusted (overridden) on (RM 2) and (RM 3). The lower portion is the **Revenue and Expense Adjustments** area**.** All annual revenue and expense percentage adjustments should be entered in these applicable sections.

Revenues (RM 2)

This worksheet provides the Division's budgeted FY 22-23 revenues, and projects those revenues out over the planning period based on the percentage adjustments listed on (RM 1), or as overridden on this sheet. The Division's budget includes both rate revenues (i.e., residential and commercial landfill fees), and non-rate revenues (i.e., interest from investments, grant funds, general recycling fees/recyclable materials sales revenue, $300K in one-time ARPA funding, and a $430K loan from the General Fund).

Expenses (RM 3)

This worksheet provides the Division's FY 22-23 expenses, and projects those expenses out over the planning period based on the expense percentage adjustments listed on (RM 1), or as overridden on this sheet.

Among the listed expenses are annual contributions to the:

- Equipment Replacement Fund (RM 4) (Rows 71)
- Capital Cost Fund (RM 5) (Rows 69); and
- Closure Cost Fund (RM 6) (Rows 76).

Equipment Replacement Fund (RM 4)

The Division's Equipment Replacement Fund is used to fund the replacement of landfill and transfer station vehicles and equipment. Revenues flowing into the Equipment Replacement Fund are shown along with planned expenses, and the associated FY beginning and ending reserve balance.

Capital Cost Fund (RM 5)

The Capital Cost Fund is used to fund future capital expenses, perhaps most notably landfill cell development. As with the other reserve funds, revenues flowing into the Capital Cost Fund are shown along with planned expenses, and the associated FY beginning and ending reserve balance.

Closure Cost Fund (RM 6)

The Division's Closure Cost Fund is used to fund future closure costs. Funding for the County's Post-Closure Maintenance Costs ($1.6 million in 2022) Estimates and Corrective Action Costs ($943,000) are included as an annual budgeted expense item with the associated revenues transferred into this fund.

	A	B	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO
6			1 - Enterprise Fund Activities																		
7					Tons per year																
8		FUND 6601		TBD	200	420	5	10	TBD	12,500	7,900		1,300	TBD	TBD	TBD	TBD	1,915	TBD		
9	Account	Account Title	Mgmt. & Admin -Includes management of the County's collection franchise	County Collection Operations	Coulterville Transfer Station	Don Pedro Transfer Station	Fish Camp Transfer Station	Hornitos Transfer Station	Scale House	Landfill Disposal	Beneficial Reuse	Compost Facility (MRF/Pre-Processing)	Compost Facility	Landfill Transfer Station Ops	HHW	E-Waste U-Waste Special Waste	CRV Recycling	Other Recycling	Other Activities ????		
10																					
11	Number of Positions	Job Title	2A - Expense Associated with each Enterprise Fund Activity																	Total	Check
12	1	Solid Waste and Recycling Manager	$ 118,175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 118,175	$ -
13	1	Solid Waste Superintendent	$ 32,422	$ -	$ -	$ -	$ -	$ -	$ 4,053	$ 20,264	$ 4,053	$ 4,053	$ 16,211	$ -	$ -	$ -	$ -	$ -	$ -	$ 81,054	$ -
14	1	Solid Waste Maintenance Worker III	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 46,063	$ 12,283	$ -	$ -	$ 3,071	$ -	$ -	$ -	$ -	$ -	$ 61,417	$ -
15	5	Solid Waste Maintenance Worker II	$ -	$ -	$ 11,173	$ 19,553	$ -	$ 2,793	$ 55,864	$ 27,932	$ 5,586	$ 16,759	$ 13,966	$ 16,759	$ 2,793	$ 13,966	$ 58,658	$ 27,932	$ 5,586	$ 279,322	$ -
16	1	Solid Waste Maintenance Worker I	$ -	$ -	$ 1,992	$ 3,486	$ -	$ 498	$ 9,959	$ 4,980	$ 996	$ 2,988	$ 2,490	$ 2,988	$ 498	$ 2,490	$ 10,457	$ 4,980	$ 996	$ 49,795	$ -
17	3	Solid Waste Maintenance Worker I - Extra Help	$ -	$ -	$ 6,441	$ 10,950	$ 1,932	$ 1,288	$ -	$ -	$ -	$ 3,220	$ 1,932	$ 6,441	$ -	$ -	$ 12,882	$ 12,882	$ 6,441	$ 64,409	$ -
18	1	Account Clerk I - Extra Help	$ 28,288	$ -	$ -	$ -	$ -	$ -	$ 5,304	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,768	$ -	$ -	$ 35,360	$ -
19																					
20	51111	REGULAR SALARIES AND WAGES	$ 178,885	$ -	$ 19,606	$ 33,988	$ 1,932	$ 4,579	$ 75,180	$ 99,238	$ 22,918	$ 27,020	$ 34,599	$ 29,259	$ 3,291	$ 16,456	$ 83,764	$ 45,794	$ 13,023	$ 689,532	$ -
21			2.2	0	0.54	0.93	0.09	0.12	1.4	1.6	0.37	0.56	0.59	0.71	0.06	0.3	1.91	1.2	0.42		
22																					
23			2B - Expense Associated with each Enterprise Fund Activity																	Total	Check
24	51112	EXTRA HELP		$ -																	
25	51115	OVERTIME	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500	$ 1,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ -
26	51116	EXTRA STRAIGHT TIME HOURS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
27	51201	FLSA ADJUSTMENT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
28	51202	LONGEVITY PAY	$ 3,070	$ -	$ 135	$ 236	$ 42	$ 25	$ 557	$ 1,535	$ 388	$ 211	$ 464	$ 346	$ 17	$ 143	$ 641	$ 422	$ 202	$ 8,433	$ -
29	51207	STANDBY CALL BACK PAY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30	52101	RETIREMENT - EMPLOYER	$ 22,070	$ -	$ 970	$ 1,698	$ 303	$ 182	$ 4,002	$ 11,035	$ 2,789	$ 1,516	$ 3,335	$ 2,486	$ 121	$ 1,031	$ 4,608	$ 3,032	$ 1,455	$ 60,631	$ -
31	52102	UNFUNDED LIABILITY PAYMENT TOTAL	$ 31,814	$ -	$ 1,398	$ 2,447	$ 437	$ 262	$ 5,768	$ 15,907	$ 4,020	$ 2,185	$ 4,807	$ 3,583	$ 175	$ 1,486	$ 6,642	$ 4,370	$ 2,098	$ 87,401	$ -
32	52201	MEDICAL - ACTIVE EMPLOYEES	$ 23,711	$ -	$ 1,042	$ 1,824	$ 326	$ 195	$ 4,299	$ 11,855	$ 2,996	$ 1,629	$ 3,583	$ 2,671	$ 130	$ 1,107	$ 4,951	$ 3,257	$ 1,563	$ 65,140	$ -
33	52202	DENTAL - ACTIVE EMPLOYEES	$ 2,782	$ -	$ 122	$ 214	$ 38	$ 23	$ 505	$ 1,391	$ 352	$ 191	$ 420	$ 313	$ 15	$ 130	$ 581	$ 382	$ 183	$ 7,644	$ -
34	52203	VISION - ACTIVE EMPLOYEES	$ 481	$ -	$ 21	$ 37	$ 7	$ 4	$ 87	$ 241	$ 61	$ 33	$ 73	$ 54	$ 3	$ 22	$ 100	$ 66	$ 32	$ 1,322	$ -
35	52205	LIFE INSURANCE	$ 141	$ -	$ 6	$ 11	$ 2	$ 1	$ 25	$ 70	$ 18	$ 10	$ 21	$ 16	$ 1	$ 7	$ 29	$ 19	$ 9	$ 386	$ -
36	52206	CASH CAFETERIA PLAN	$ 7,003	$ -	$ 308	$ 539	$ 96	$ 58	$ 1,270	$ 3,502	$ 885	$ 481	$ 1,058	$ 789	$ 38	$ 327	$ 1,462	$ 962	$ 462	$ 19,240	$ -
37	52208	MEDICAL INSURANCE ADMINISTRATIVE FEE	$ 100	$ -	$ 4	$ 8	$ 1	$ 1	$ 18	$ 50	$ 13	$ 7	$ 15	$ 11	$ 1	$ 5	$ 21	$ 14	$ 7	$ 275	$ -
38	52301	SOCIAL SECURITY TOTAL	$ 13,904	$ -	$ 611	$ 1,070	$ 191	$ 115	$ 2,521	$ 6,952	$ 1,757	$ 955	$ 2,101	$ 1,566	$ 76	$ 649	$ 2,903	$ 1,910	$ 917	$ 38,197	$ -
39	52302	MEDICARE TOTAL	$ 3,674	$ -	$ 162	$ 283	$ 50	$ 30	$ 666	$ 1,837	$ 464	$ 252	$ 555	$ 414	$ 20	$ 172	$ 767	$ 505	$ 242	$ 10,094	$ -
40	52303	SDI TOTAL	$ 2,467	$ -	$ 108	$ 190	$ 34	$ 20	$ 447	$ 1,233	$ 312	$ 169	$ 373	$ 278	$ 14	$ 115	$ 515	$ 339	$ 163	$ 6,777	$ -
41	52401	ACCRUED BENEFITS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
42	52502	GROUP HEALTH FOR RETIREES	$ 15,914	$ -	$ 700	$ 1,224	$ 219	$ 131	$ 2,886	$ 7,957	$ 2,011	$ 1,093	$ 2,405	$ 1,793	$ 87	$ 743	$ 3,323	$ 2,186	$ 1,049	$ 43,720	$ -
43	52503	UNEMPLOYMENT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
44	60101	UNIFORMS / CLOTHING	$ 428	$ -	$ 108	$ 180	$ 32	$ 23	$ 428	$ 1,179	$ 302	$ 162	$ 302	$ 270	$ 9	$ 108	$ 495	$ 315	$ 162	$ 4,500	$ -
45	60102	FOOD	$ 91	$ -	$ 4	$ 7	$ 1	$ 1	$ 17	$ 46	$ 12	$ 6	$ 14	$ 10	$ 1	$ 4	$ 19	$ 13	$ 6	$ 250	$ -
46	60103	SAFETY EQUIPMENT	$ 238	$ -	$ 60	$ 100	$ 18	$ 13	$ 238	$ 655	$ 168	$ 90	$ 168	$ 150	$ 5	$ 60	$ 275	$ 175	$ 90	$ 2,500	$ -
47	60111	TRAINING AND SEMINARS	$ 5,625	$ -	$ -	$ -	$ -	$ -	$ -	$ 375	$ -	$ 750	$ -	$ -	$ -	$ 375	$ -	$ 375	$ -	$ 7,500	$ -
48	60123	MILEAGE	$ 250	$ -	$ 100	$ 100	$ -	$ 50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500	$ -
49	60131	MAINTENANCE - EQUIPMENT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,500	$ -	$ -	$ 3,500	$ 5,250	$ -	$ -	$ -	$ 1,750	$ -	$ 35,000	$ -
50	60132	MAINTENANCE - BUILDINGS AND IMPROVEMENTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 57,800	$ 10,200	$ -	$ -	$ -	$ -	$ -	$ -	$ 68,000	$ -
51	60155	SMALL TOOLS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,520	$ -	$ 300	$ 150	$ -	$ -	$ -	$ 30	$ -	$ -	$ 3,000	$ -
52	60156	MATERIALS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 81,600	$ -	$ 4,800	$ 4,800	$ -	$ -	$ -	$ 4,800	$ -	$ -	$ 96,000	$ -
53	60181	MEDICAL AND LABORATORY EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,040	$ -	$ 600	$ 300	$ -	$ -	$ -	$ 60	$ -	$ -	$ 6,000	$ -
54	60191	MEMBERSHIPS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,400	$ -

	A	B	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO
7					Tons per year																
8		**FUND 6601**		TBD	200	420	5	10	TBD	12,500	7,900		1,300	TBD	TBD	TBD	TBD	1,915	TBD		
9	**Account**	**Account Title**	**Mgmt. & Admin** -Includes management of the County's collection franchise	**County Collection Operations**	**Coulterville Transfer Station**	**Don Pedro Transfer Station**	**Fish Camp Transfer Station**	**Hornitos Transfer Station**	**Scale House**	**Landfill Disposal**	**Beneficial Reuse**	**Compost Facility (MRF/Pre-Processing)**	**Compost Facility**	**Landfill Transfer Station Ops**	**HHW**	**E-Waste U-Waste Special Waste**	**CRV Recycling**	**Other Recycling**	**Other Activities ????**		
10																					
55	60211	COPY MACHINE EXPENSE	$ 500	$ -	$ -	$ -	$ -	$ -	$ -	$ 400	$ -	$ -	$ -	$ -	$ -	$ -	$ 100	$ -	$ -	$ 1,000	$ -
56	60213	OFFICE SUPPLIES	$ 750	$ -	$ 250	$ 250	$ 125	$ 125	$ 2,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000	$ -	$ -	$ 5,000	$ -
57	60215	JANITORIAL SUPPLIES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,520	$ -	$ 300	$ 150	$ -	$ -	$ -	$ 30	$ -	$ -	$ 3,000	$ -
58	60301	GENERAL PROFESSIONAL SERVICES	$ -	$ -	$ 3,600	$ 3,600	$ -	$ 3,600	$ -	$ 288,000	$ -	$ 54,000	$ -	$ -	$ -	$ -	$ 7,200	$ -	$ -	$ 360,000	$ -
59	60302	DESIGN, ARCHITECTURAL, ENGINEERING	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ 2,000	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,000	$ -
60	60311	TRANSPORATION SERVICES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
61	60313	LANDFILL SERVICES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 107,208	$ 45,946	$ -	$ -	$ -	$ -	$ -	$ -	$ 153,154	$ -
62	60321	HAZARDOUS MATERIAL DISPOSAL SERVICES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,000	$ -	$ -	$ -	$ -	$ 40,000	$ -
63	60351	FEES AND PERMITS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,200	$ -	$ 4,400	$ 4,400	$ -	$ -	$ -	$ -	$ -	$ -	$ 44,000	$ -
64	60371	BANK FEES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200	$ -
65	60381	PUBLICATIONS AND LEGAL NOTICES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200	$ -	$ -	$ -	$ -	$ 300	$ -	$ -	$ 1,500	$ -
66	60391	RENTS AND LEASES - EQUIPMENT	$ -	$ -	$ -	$ -	$ 2,782	$ -	$ -	$ 21,400	$ -	$ 12,840	$ 4,280	$ -	$ -	$ -	$ 1,498	$ -	$ -	$ 42,800	$ -
67	60411	TELEPHONE AND INTERNET	$ 1,300	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,300	$ -	$ 780	$ 520	$ -	$ -	$ -	$ 1,300	$ -	$ -	$ 5,200	$ -
68	60413	WATER AND SEWER	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,560	$ -	$ 2,320	$ 2,320	$ -	$ -	$ -	$ -	$ -	$ -	$ 23,200	$ -
69	60414	ELECTRICITY	$ 4,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000	$ -	$ 8,000	$ 24,000	$ -	$ -	$ -	$ 2,000	$ -	$ -	$ 40,000	$ -
70	60415	GARBAGE DISPOSAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
71	60421	EQUIPMENT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,400	$ -	$ -	$ -	$ 7,600	$ -	$ -	$ 38,000	$ -
72	60431	SOFTWARE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,688	$ -	$ 320	$ 160	$ -	$ -	$ -	$ 32	$ -	$ -	$ 3,200	$ -
73	60441	FUEL	$ -	$ -	$ 4,410	$ 11,700	$ -	$ 1,350	$ -	$ 46,800	$ -	$ 18,000	$ 3,150	$ -	$ -	$ 1,440	$ 3,150	$ -	$ -	$ 90,000	$ -
74	60452	RETIRING LONG TERM DEBT - **Compost Capital**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,500	$ 33,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 67,000	$ -
75	60453	CAPITAL LEASE PRINCIPAL - **Exiting Dozer + Loader**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,397	$ -	$ 7,574	$ 2,525	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,496	$ -
76	60454	CAPITAL LEASE INTEREST - **Existing Dozer + Loader**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,280	$ -	$ 2,303	$ 768	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,350	$ -
77	60455	INTEREST EXPENSE - **Compost Capital**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 49,587	$ 49,587	$ -	$ -	$ -	$ -	$ -	$ -	$ 99,174	$ -
78	60506	CLIENT - CRV CALIFORNIA REFUND VALUE RECYCLING	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 360,000	$ -	$ -	$ 360,000	$ -
79	60508	CLIENT - COMMUNITY EDUCATION AND ENGAGEMENT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500	$ -	$ 500	$ 1,500	$ -	$ 500	$ -	$ -	$ -	$ -	$ 5,000	$ -
80	60621	COUNTY VEHICLE EXPENSE	$ 5,440	$ -	$ 10,540	$ 28,220	$ -	$ 3,400	$ -	$ 13,600	$ -	$ 4,080	$ 2,040	$ -	$ -	$ 680	$ -	$ -	$ -	$ 68,000	$ -
81	70421	HEAVY EQUIPMENT VEHICLES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
82	70701	DEPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
83	70901	FIXED ASSET CLEARING	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
84	80111	TRANSFER OUT - GENERAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 278,632	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 278,632	$ -
85	80211	DEPARTMENTAL OVERHEAD TRANSFER	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,320	$ -	$ 4,800	$ 2,400	$ -	$ -	$ -	$ -	$ 480	$ -	$ 48,000	$ -
86	80221	COST ALLOCATION OVERHEAD TRANSFER	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 66,242	$ -	$ 7,886	$ 3,943	$ -	$ -	$ -	$ -	$ 789	$ -	$ 78,859	$ -
87	80231	GENERAL INSURANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 132,651	$ -	$ 15,792	$ 7,896	$ -	$ -	$ -	$ 1,579	$ -	$ -	$ 157,918	$ -
88	6701	Capital Projects and Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
89	6602	TFR TO POST CLOSURE FUND	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
90		TOTAL	**$ 145,752**	**$ -**	**$ 24,660**	**$ 53,936**	**$ 4,704**	**$ 9,609**	**$ 27,733**	**$ 1,199,069**	**$ 16,546**	**$ 410,629**	**$ 260,126**	**$ 20,000**	**$ 41,213**	**$ 8,605**	**$ 419,281**	**$ 20,091**	**$ 8,640**	**$ 2,670,593**	**$ -**
91												$ 171,140	$ 93,190								
92												$	264,330								
93																					
94		**Account Title**	**3 - Enterprise Fund Revenues**																	**Total**	**Check**
95	44201	INTEREST FROM INVESTMENTS	**2,500**																	$ 2,500	$ -
96	45441	SOLID WASTE - STATE	**143,000**																	$ 143,000	$ -
97	47152	RESIDENTIAL LANDFILL FEES			**27,000**	**51,500**	**2,000**	**1,600**		**550,400**			**17,500**							$ 650,000	$ -
98	47162	COMMERCIAL LANDFILL FEES			-	-	-	-		**1,193,386**			**54,500**							$ 1,247,886	**$ 20**
99	47172	WAWONA BULKY ITEMS PICKUP																		$ -	$ -
100	47183	GENERAL RECYCLING FEES										**25,920**					**454,080**			$ 480,000	$ -

	A	B	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO
7					Tons per year																
8		**FUND 6601**		TBD	200	420	5	10	TBD	12,500	7,900		1,300	TBD	TBD	TBD	TBD	1,915	TBD		
9	**Account**	**Account Title**	**Mgmt. & Admin** -Includes management of the County's collection franchise	**County Collection Operations**	**Coulterville Transfer Station**	**Don Pedro Transfer Station**	**Fish Camp Transfer Station**	**Hornitos Transfer Station**	**Scale House**	**Landfill Disposal**	**Beneficial Reuse**	**Compost Facility (MRF/Pre-Processing)**	**Compost Facility**	**Landfill Transfer Station Ops**	**HHW**	**E-Waste U-Waste Special Waste**	**CRV Recycling**	**Other Recycling**	**Other Activities ????**		
10																					
101	48184	COLLECTION OVERAGE																		$ -	$ -
102	48189	MISCELLANEOUS REVENUE ACCOUNT																		$ -	$ -
103	48231	DEBT PROCEEDS - **ONE TIME REVENUE**								CPC Portion										$ -	$ (730,000)
104	48251	GAIN ON SALE OF FIXED ASSETS																		$ -	$ -
105	48261	INSURANCE COST ALLOCATION																		$ -	$ -
106	48271	FLEET VEHICLE REPLACEMENT																		$ -	$ -
107	48272	VEHICLE DEPRECIATION																		$ -	$ -
108	49101	TRANSFER IN - GENERAL																		$ -	$ -
109	49201	RESERVE UTILIZATION																		$ -	$ (82,632)
110		TOTAL	**145,500**	**-**	**27,000**	**51,500**	**2,000**	**1,600**	**-**	**1,743,786**	**-**	**25,920**	**72,000**	**-**	**-**	**-**	**454,080**	**-**	**-**	$ 2,523,386	(812,612)
111																					
112		**TOTAL EXPENSES**	$ 324,636	$ -	$ 44,266	$ 87,924	$ 6,636	$ 14,188	$ 102,913	$ 1,298,307	$ 39,465	$ 437,649	$ 294,725	$ 49,259	$ 44,504	$ 25,061	$ 503,045	$ 65,884	$ 21,663	$ 3,360,125	
113		**TOTAL REVENUES**	$ 145,500	$ -	$ 27,000	$ 51,500	$ 2,000	$ 1,600	$ -	$ 1,743,786	$ -	$ 25,920	$ 72,000	$ -	$ -	$ -	$ 454,080	$ -	$ -	$ 2,523,386	
114		**SURPLUS / (SHORTFALL)**	$ (179,136)	$ -	$ (17,266)	$ (36,424)	$ (4,636)	$ (12,588)	$ (102,913)	$ 445,479	$ (39,465)	$ (411,729)	$ (222,725)	$ (49,259)	$ (44,504)	$ (25,061)	$ (48,965)	$ (65,884)	$ (21,663)	$ (836,739)	
118																					
119		**TOTAL EXPENSES**	$ 324,636	$ -	$ 44,266	$ 87,924	$ 6,636	$ 14,188	$ 102,913	$ 1,298,307	$ 39,465	$ 437,649	$ 294,725	$ 49,259	$ 44,504	$ 25,061	$ 503,045	$ 65,884	$ 21,663	$ 3,360,125	
120		**COSTS THAT DO NOT GO AWAY**										$ 266,509	$ 201,535				$ 4,180			$ 472,224	
121		**COST SAVINGS**									A	$ 171,140	$ 93,190				$ 498,865	$ 65,884		$ 829,079	
122																					
123		**LOST REVENUE**									B	$ 25,920	$ 72,000				$ 454,080	$ -		$ 552,000	
124																					
125		**NET CHANGE**									A - B	$ 145,220	$ 21,190				$ 44,785	$ 65,884		$ 277,079	
126											**Total Savings =**	$	166,410	**Assumes all Budgeted Expenses are Ongoing vs. One Time (SAM CAN YOU REVIEW)**							
127																					

MARIPOSA COUNTY LANDFILL, COMPOST AND RECYCLE FACILITY
DISPOSAL FEE SCHEDULE
EFFECTIVE August 19, 2009

ITEM FOR DISPOSAL	FEE
Mixed Municipal Solid Waste (MMSW) (garbage)	
1 - 33 GALLON CONTAINER	$ 3.00
2 - 33 GALLON CONTAINERS	$ 6.00
3 - 33 GALLON CONTAINERS	$ 9.00
4 - 33 GALLON CONTAINERS	$ 12.00
5 - 33 GALLON CONTAINERS	$ 15.00
6 - 33 GALLON CONTAINERS	$ 18.00
CUBIC YARDS will be used only when scale is not operating.	$18.00 Minimum $121 per ton
TIRES	
Passenger tires without rims	$ 3.00
Oversize passenger truck tires without rims	$ 6.00
Rim charge	$ 2.25
All other tires, see attendant for current prices	
BULKY ITEMS (Such as appliances, mattresses, microwaves, etc.)	$ 9.50
DEAD ANIMALS (Hard to handle fee may apply)	$ 15.00 minimum $121 per ton
HARD TO HANDLE (Such as trailers, stumps greater than 2' diameter, some construction and demolition debris, etc. or any material that has to have a special hole dug and buried immediately.)	$100 minimum $100 hourly rate
ORGANICS (Such as manure, uncontaminated commercial food waste, brush, wood chips from uncontaminated wood, animal bedding, biosolids, green waste, etc.)	$10 minimum $55 per ton
CONCRETE, ASPHALT, BRICKS	
Less than 12" in any direction without rebar	No charge
Greater than 12" in any direction with or without rebar	$121 per ton
METAL	
Separated by customer	No charge
Mixed with garbage	$121 per ton
SOIL UNCONTAMINATED Sampling may be required prior to disposal	No Charge
E-WASTE (with circuit boards such as home printers, cell phones, VCRs answering machines, radio, stereo, etc.)	No charge
Business-size printers	$15.00
CRTs, LCDs, Video Devices, laptops less than 36" on the diagonal	No charge
CRTs, LCDs, and other screens 36" or greater on the diagonal	$15.00
Other types of E-waste handled as MMSW	
REFRIGERATED APPLIANCES	$20.00 EACH
NEW BUSINESS ACCOUNTS	$25.00
BUSINESS ACCOUNTS ANNUAL RENEWAL FEE	$10.00
PUBLIC SCALES ***pending software upgrade***	$20.00

Approved by Res. 08-078

Notice of Public Hearing

Solid Waste and Recycling Fee Schedule

NOTICE IS HEREBY GIVEN that on Tuesday, May 7, 2024, at 2:00 PM, or soon thereafter as the matter may be heard, the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Government Center at 5100 Bullion Street, Mariposa, California.

During that hearing, the Board will consider the adoption of a resolution to approve an adjustment to the Solid Waste and Recycling Facility Fee Schedule, Effective July 1, 2024, July 1, 2025, and July 1, 2026, along with a formulated approach for subsequent fee adjustments. Additional information and documentation are available at:

https://www.mariposacounty.org/2881/64134/Proposed-Fee-Changes

Interested persons may appear in person at that time and place to provide comments or may listen and provide public comments by phone by calling 1 (929) 352-1921; Access Code 207 163 160#.

Written comments may also be submitted and should be directed to the Clerk of the Board of Supervisors at 5100 Bullion Street, PO Box 784, Mariposa, California 95338, or via email to Board-Clerk@mariposacounty.org. The Board of Supervisors will consider all written comments received prior to the posted hearing date.

RESOLUTION 24-XXX

RESOLUTION TO THE BOARD OF SUPERVISORS ADOPTING NEW FEE SCHEDULES FOR THE MARIPOSA COUNTY SOLID WASTE AND RECYCLING FACILITY

WHEREAS, the Board of Supervisors has the authority to establish fees or service charges; and

WHEREAS, the Mariposa County Solid Waste and Recycling Facility plays a critical role in managing solid waste and promoting recycling efforts within our community; and

WHEREAS, the current fee schedule for services provided by the Solid Waste and Recycling Facility require revision to ensure equitable and sustainable funding for ongoing operations and maintenance; and

WHEREAS, it is essential to update fee structures periodically to reflect changes in operational costs, regulatory requirements, and industry standards; and

WHEREAS, the proposed new fee schedules have been carefully developed, taking into consideration the needs and concerns of both residents and businesses in Mariposa County; and

WHEREAS, the adoption of new fee schedules will enable the Solid Waste and Recycling Facility to continue providing essential services while maintaining financial stability and compliance with regulatory mandates;

NOW, THEREFORE, BE IT RESOLVED by the Mariposa County Board of Supervisors, that:

1. The Board hereby approves the adoption of the new fee schedules for the Mariposa County Solid Waste and Recycling Facility, as presented in the attached documentation.

2. The adopted fee schedules shall take effect beginning July 1, 2024, following appropriate public notice and outreach efforts to inform residents, businesses, and other stakeholders of the changes.

3. Beginning July 1, 2025, the adopted fee schedules shall be subject to annual adjustments based on the 12-month change in the San Francisco-Oakland-Hayward All Urban Consumer Price Index (CPI-U) (CUURS49BSA0), provided by the United States Department of Labor, Bureau of Labor Statistics, as reported for the preceding April.

4. The Director of the Mariposa County Public Works Department is authorized to implement and administer the new fee schedules in accordance with applicable laws, regulations, and policies.

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 May 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
MILES MENETREY, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: May 14, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Discussion and Direction Regarding the Mariposa County Code Compliance Program

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RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding the Mariposa County Code Compliance Program.

Background

The Board of Supervisors requested in December 2023, that the Planning Director prepare Code Compliance Program options for Code Compliance Advisory Committee (CCAC) comment and subsequently, Board consideration and direction. Staff met with the CCAC on February 14, 2024, and a working session with the CCAC Chair and Vice Chair on March 29, 2024. The Code Compliance Program options recommendations were presented to the CCAC at their meeting on April 17, 2024.
The CCAC were instrumental in the recommendations being presented in this staff report and are in agreement with the recommendations.

Recommendation

The reccommended code compliance program is for a collaborative and forward-thinking program that is aligned with the work of the CCAC. The following is a summary:

Step I – Amnesty Program – Mariposa Pathway to Compliance 2024
Step 2 – Revision to Code Compliance Policy, Procedures, and Correspondence
Step 3 – Implement Use of Mariposa County Code 15.10.260 (For Use in Cases with Immediate, Life, Health, Safety, and/or Unfair Business Practices)
Step 4 – Changes and Additions to Existing County Code

The recommended code compliance program also addresses previous CCAC recommendations for the Uniform Code for the Abatement of Dangerous Buildings (1997), Abandoned Vehicle Abatement (AVA) program and amendments to Mariposa County Code Title 15. (These were previously recommended by the CCAC to the Board on September 12, 2023 and the Board directed staff to review and initiate the reccommended changes as may be applicable.).

- Staff evaluated the Uniform Code for the Abatement of Dangerous Buildings (1997) and found adoption is not necessary because the provisions are covered in the California Code of Regulations Title 24, Part 10, ("2022 California Existing Building Code"), which was adopted in its entirety by Mariposa County under Title 15 in December 2022.

- Staff evaluated the AVA Program, and it was determined that it would be beneficial to the recommended county code compliance program. Title 8 code amendments would be required
- Staff evaluated recommended Title 15 code amendments and found that amendments are necessary for the recommended code compliance program.

The recommended code compliance program also includes consideration of lead code compliance responsibility within the Building Department, because the majority of the cases are Building related. This change requires analysis by internal management, consideration of staffing allocations, management oversight, allocation of general funds versus enterprise funds and code changes, such as Title 17 (pertaining to authorities).

Requested Action
Staff requests Board direction to initiate the code compliance program beginning with the Mariposa Pathway to Compliance Amnesty Program starting July 1, 2024, and ending December 31, 2024 (with extension options as approved by the Board) along with program steps 2-4 running concurrently with implementation.

Staff will provide regular Board updates on implementation progress.

Based on the reccommended code compliance program, required code amendments would be presented to the Board on an incremental basis throughout the implementation of the whole program.

Additional details are included in the attached memorandum.

BACKGROUND AND HISTORY OF BOARD ACTIONS

September 12, 2023, Board Direction received to initiate work on CCAC recommendations for Abandoned Vehicle Abatement Program, Uniform Code for the Abatement of Dangerous Buildings (1997), and Title 15 amendments.
June 8, 2021, Board Resolution No. 2021-331 Establishing the Code Compliance Advisory Committee

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives: Request additional information from staff on other potential options.
No direction could hinder staff's efforts to advance the preparation of the Mariposa County Code compliance program. This would result in continued utilization of the existing codes for compliance functions.

FINANCIAL IMPACT

No financial impact and no budget actions are requested by this discussion and direction item. There may be fee related action items in the future under separate Board items.

ATTACHMENTS

1. **Code Compliance Program Recommendations Memorandum**
2. **Presentation PPT**

Mariposa County
Development Services

Steve Engfer
Planning Director

Corrina Miranda
Interim Building Director

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Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org

sengfer@mariposacounty.org

cmiranda@mariposacounty.org

MEMORANDUM

Date: May 14, 2024
To: Mariposa County Board of Supervisors
From: Steve Engfer, Planning Director
Corrina Miranda, Interim Building Director
Topic: Code Compliance Program Recommendations

Recommendations for Code Compliance

The Mariposa County Board of Supervisors (BOS) requested the Planning Director provide staff recommendations for a comprehensive code compliance program in December 2023. And to include Code Compliance Advisory Committee (CCAC) input regarding the recommendations. Staff met with the CCAC on February 14, 2024, and a working session with the CCAC Chair and Vice Chair on March 29, 2024, for input. The code compliance program recommendations were presented to the full CCAC at their meeting on April 17, 2024. The CCAC input was instrumental in creating the code compliance program recommendations that staff prepared.

The following are the staff's recommendations for a compliance program that meets the following criteria:

- Collaborative-based enforcement with clearly stated goals for compliance.
- Forward-thinking creative methods that obtain positive results.
- Aligns with the purpose and work of the Code Compliance Advisory (CCAC).
- Provides programs and services that best serve the needs of the residents of Mariposa County.

- Create policies that can result in quick actions that address immediate life, health, and/or safety risks.

Step I – Amnesty Program – "Mariposa Pathway to Compliance 2024"

1. The amnesty program will apply to existing non-compliant properties (existing compliance cases and/or volunteered self-reported properties).
2. The program is to be for an initial duration of six months.
    a. Bimonthly review and reporting to the Board of Supervisors (BOS).
        i. The report will include the total number of registrations received.
        ii. Type of violations.
        iii. Option six-month extension based on review at the end of month five and the direction of the BOS.
        iv. Program guidelines, handouts, and community outreach dates to be presented to the BOS for final approval.
            1. Conditions include:
                a. Immediate life, health, safety, or public nuisance not eligible for the program.
                b. Does not apply to any violations created on the property after the registration and confirmation have been received and conducted.
            2. No fines or additional fees will be charged to any property that registers for the program for any violations that existed on the program's initiation date. This includes any future fines or fees resulting from adopting and modifying the Mariposa County Code (MCC).
            3. Mariposa County Permit fees and requirements of the California Building Code shall not be waived. Including school fees when applicable.

3. “Mariposa Path to Compliance 2024” Registration:
    a. A standard registration form will be required for all interested parties.
    b. Form to include the following information:
        i. Name.
        ii. Address.
        iii. Telephone number.
        iv. Email.
        v. Description of issues/violations.
        vi. Acknowledgement of waiving of violation fees.
        vii. Acknowledgement that standard building permit fees apply.
        viii. Acknowledgement standard building code standards apply.
4. Correspondence and Public Engagement.
    a. Notification of Program.
    b. Letters to all open cases.
        i. Shall contain a registration form and program details including but not limited to:
            1. Timeframe for registration.
            2. Implications of not completing the required repairs:
                a. Filing of a Notice of Non-Complying Structure (while repairs are being conducted).
                b. Filing of Notice of Non-Compliance upon expiration of the permit to correct.
                    i. Note: The applicant may still resolve the issue without additional fines or fees at any time in the future, so long as no additional violations have been created since those documented in the registration into the program.

3. Description of existing case and potential required corrective measures. Include a revised policy for improvements built without permits (BWOP).
4. Resources potentially available to the property owner including but not limited to:
    a. Health and Human Services.
    b. Disability Resources Agency for Independent Living (DRAIL).
        i. Building permit fee waiver for seniors and veterans with disabilities utilizing Health and Safety Code 17951.5 should be considered. This code allows a county to waive or reduce all building permit fees for improvements to the home of a qualifying person that are made to accommodate that disability. Requires a local ordinance, a code change to Title 15, plus funding from the general fund to cover expenditures. Note: This process will require amendments to MCC.
    c. Abandoned Vehicle Abatement Program (AVA) (details can be found in the code amendment section). Note: Adoption of this program will require amendments to MCC.
    d. Others as made available.

c. Newspaper, radio, social media, county website.
d. Postcards and postings. Posting in public locations throughout the county.
e. Participation by community partners, HHSA, public service clubs, etc.
f. Revisions to current policy, creation of new policy pertaining to pre-constructed/prefabricated/pre-engineered storage structures and outbuildings (i.e. Tuff Sheds, Old Hickory Buildings, prefabricated/engineered ready to assemble, etc.). Note this would apply to structures greater than 120 square feet, or any structure that does not have water or power supplied to the unit.

i. Creation of a streamlined process for these preconstructed/prefabricated/pre-engineered storage/outbuilding structures.
ii. Reduced permit fees from current cost.
iii. Standardized instruction sheets based on structure type.
iv. A standardized fee schedule is used to encourage the acquisition of permits.

g. To include attendance by members of CCAC to assist in public engagement.
h. Townhall style meeting to answer questions and communicate information. This includes meetings designed specifically for real estate professionals and contractors.
i. Utilization of the public information officer (PIO) to assist in the distribution of information and ongoing information campaign.

Step 2 – Revision to Code Compliance Policy, Procedures, and Correspondence

1. Create and implement a policy manual that defines staff expectations, turnaround times, forms, and case evaluation.
    a. Repeal and replace Ordinance 967 (Mariposa County Code Title 17.144) and Resolution 2014-611 creating a new ordinance for standard handling of code compliance procedures to be added to Mariposa County Code Title 1 Administration).
    b. Create a policy manual for county staff on receipt, confirmation, handling, reporting, documenting, and correspondence related to all code compliance functions in Mariposa County. The manual will include forms and descriptions of use and application.
        i. Policy to include the use of Tyler Technologies.
        ii. Correspond with the complainant, provide updates, and provide case closure notifications. Note: These functions will be automated in the Tyler

Technologies system. Complainants will be able to log on to the system and see the status of the case.

iii. Correspondence with property owners or responsible parties, including but not limited to reidentification of forms used to initiate an investigation, inspection requests, confirmation of violations, case closures, and notifications of recordings against real property.

iv. Clear and concise media, such as flow charts and diagrams, for public educational purposes.

v. Clear process flows associated with the Tyler Technologies permitting software implementation for the public.

2. Formalization of an internal code compliance team to review, recommend, and collaborate on the code compliance functions within the county by the various enforcement departments.

    i. Including but not limited to Environmental Health, County Fire, Planning, Building, Public Works, Sheriff, CalFire, and Others as needed.

Step 3 – Implement Use of Mariposa County Code 15.10.260 (For Use in Cases with Immediate, Life, Health, Safety, and/or Unfair Business Practices)

1. Create a policy as required by Mariposa County Code 15.10.260, adoption by resolution, to utilize the referenced current section for what has been referred to as “Bad Actors”.
    a. Clearly state what type of cases are applicable to this code section, including but not limited to immediate life, health, safety, public nuisance, and/or unfair business practices (such as vacation rentals operating without a valid certificate).
    b. The resolution shall clearly state what conditions will trigger the use of this section of code.
    c. The appeal process and reduction of appeal fees for building violations are different and should not be confused with appeal fees that may be applicable for an appeal of a conditional use permit.

Step 4 – Changes and Additions to Existing County Code

1. Adoption/implementation of California Abandoned Vehicle Abatement (AVA) Program.
2. The staff's recommendation is to transfer the lead responsibility for Code Compliance from Planning to the Building Departments. Most compliance cases are related to building violations.
    a. Current allocations for Code Compliance Technician and Planner II - Code Compliance may be modified to other appropriate positions and would be allocated to the code compliance program under the Building Department as lead.
    b. Building is an enterprise fund. The allocation of Code Compliance to Building may require a combination of general fund contributions and cost recovery program based on time and materials to cover costs. These options will take further evaluation.
3. Changes to Mariposa County Code Titles:
    a. Title 17 – Zoning (Planning)
    b. Title 15 – Building
        i. Reduction/elimination of permit issuance fee for "over the counter" permits (HVAC, re-roof, etc.)
    c. Title 8 – Health and Safety
    d. Others as identified upon ongoing review.

Code Compliance Program Recommendations

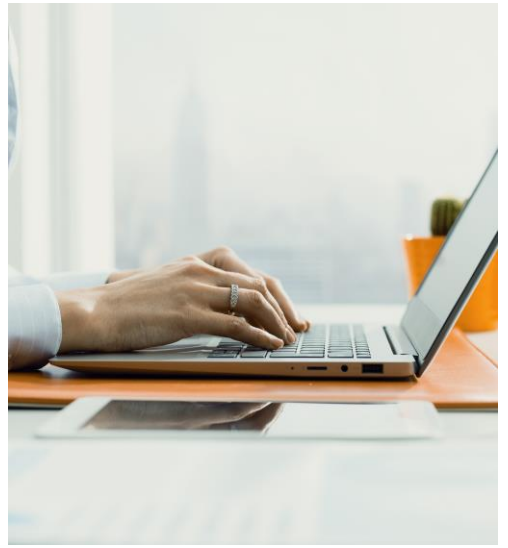
STEVE ENGFER, PLANNING DIRECTOR

CORRINA MIRANDA, INTERIM BUILDING DIRECTOR

MAY 14, 2024

Overview

The Mariposa County Board of Supervisors (BOS) requested that the Planning Director provide staff recommendations for a comprehensive code compliance program in December 2023. And to include Code Compliance Advisory Committee (CCAC) input regarding the recommendations. Staff met with the CCAC on February 14, 2024, and a working session with the CCAC Chair and Vice Chair on March 29, 2024, for input. The code compliance program recommendations were presented to the full CCAC at their April 17, 2024 meeting. The CCAC input was instrumental in creating the code compliance program recommendations that staff prepared.





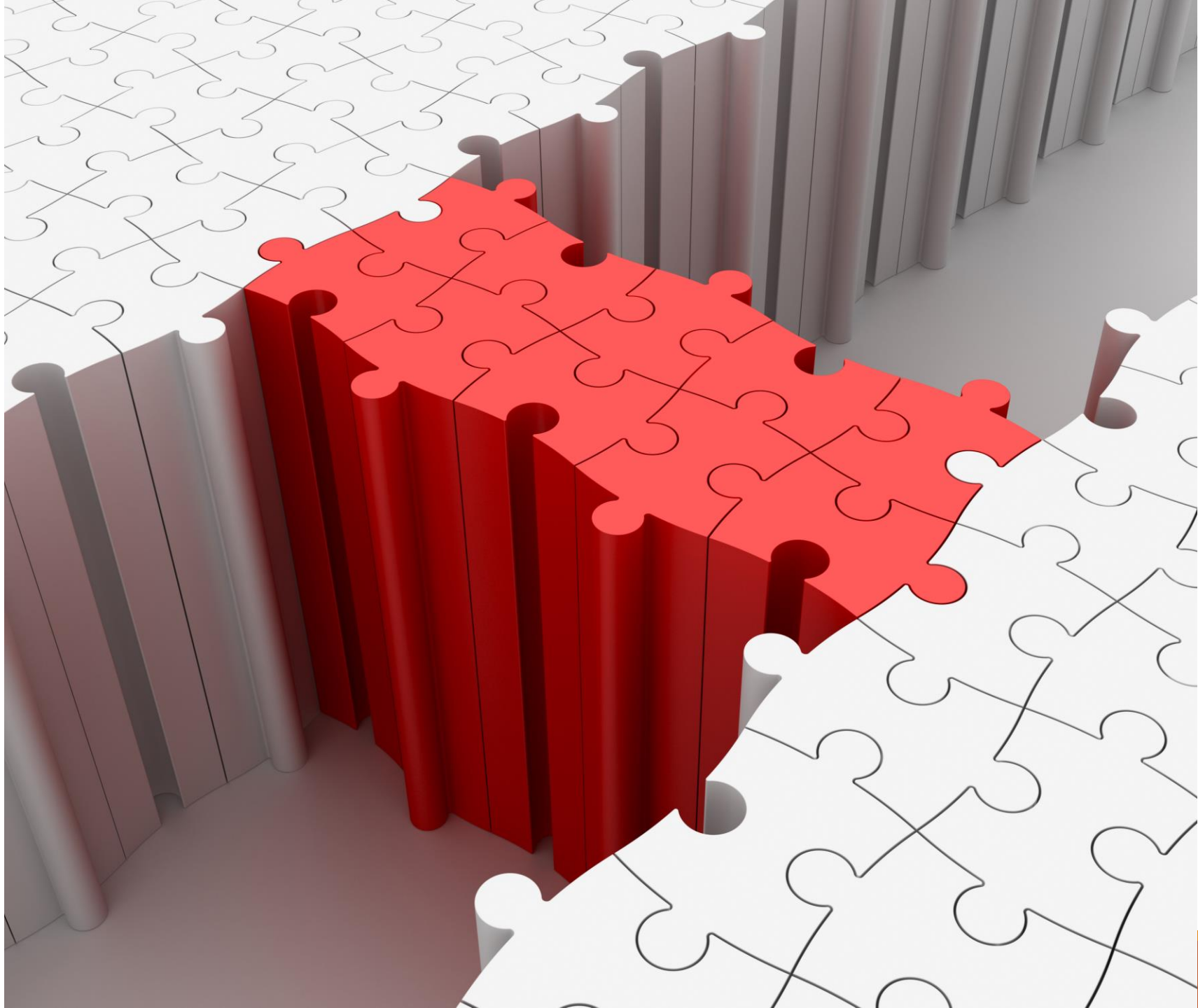
Goals for Compliance Program

The following are the staff's recommendations for a compliance program that meets the following criteria:

- Collaborative-based enforcement with clearly stated goals for compliance.
- Forward-thinking creative methods that obtain positive results.
- Aligns with the purpose and work of the Code Compliance Advisory (CCAC).
- Provides for programs and services that best serve the needs of the residents of Mariposa County.
- Create policies that can result in quick actions against immediate life, health, and/or safety risks.

CCAC Recommendations & The Path Forward

The following recommendations are an accumulation of input from the community, staff, and Code Compliance Advisory Committee.



Program Implementation Stepped Approach

Staff recommends a phased approach based on the complexity of code compliance in Mariposa County, tailored to the needs of the community.

The program has been broken down into four main steps:

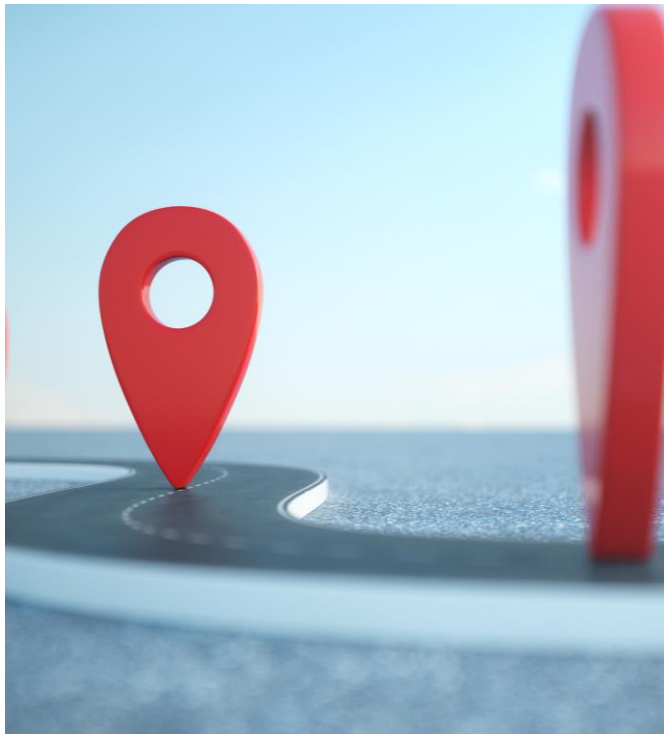
- Step 1 – Amnesty
- Step 2 – Policy, Procedures, and Standardization of Formats
- Step 3 – Utilization of Existing Mariposa County Building Code

  15.10.260
- Step 4 – Ongoing Updates and Revisions to Mariposa County Code



Step 1 – Amnesty Program The Details "Pathway to Compliance Mariposa 2024"

1. The amnesty program will apply to existing non-compliant properties (existing compliance cases and/or volunteered self-reported properties).
2. The program is to be for an initial duration of six months.
    a. Bimonthly review and reporting to the Board of Supervisors (BOS).
        i. The report will include the total number of registrations received.
        ii. Type of violations.
        iii. Option six-month extension based on review at the end of month five and the direction of the BOS.



“Pathway to Compliance Mariposa 2024” Board of Supervisors Report Criteria



TIMELINE FOR PROGRAM



APPLICATION FORM



OUTLINE OF RESPONSIBILITIES FOR COUNTY AND PROPERTY OWNER



FAILURE TO COMPLETE THE CORRECTION



TIMEFRAME FOR CORRECTIONS



FILING OF NOTICES



PUBLIC OUTREACH CAMPAIGN DETAILS



REVISION/REWRITE OF THE EXISTING BUILT WITHOUT PERMITS GUIDELINES



Step 1 – Amnesty Program The Details “Pathway to Compliance Mariposa 2024”

iv. Program guidelines, handouts, and community outreach dates to be presented to the BOS for final approval.

1. Conditions include:
    a. Immediate life, health, safety, or public nuisance not eligible for the program.
    b. Does not apply to any violations created on the property after the registration and confirmation have been received and conducted.
2. No fines or additional fees will be charged to any property that registers for the program for any violations that existed on the program's initiation date. This includes any future fines or fees resulting from adopting and modifying the Mariposa County Code (MCC).
3. Mariposa County Permit fees and requirements of the California Building Code shall not be waived. Including school fees when applicable



Step 1 – Amnesty Program Registration "Pathway to Compliance Mariposa 2024"

1. "Mariposa Path to Compliance 2024" Registration:
    a. A standard registration form will be required for all interested parties.
    b. Form to include the following information:
        i. Name.
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        v. Description of issues/violations.
        vi. Acknowledgement of waiving of violation fees.
        vii. Acknowledgement that standard building permit fees apply.
        viii. Acknowledgement standard building code standards apply.

Step 1 – Amnesty Program Public Engagement "Pathway to Compliance Mariposa 2024"

1. Correspondence and Public Engagement.
    a. Notification of Program.
    b. Letters to all open cases.
        i. Shall contain a registration form and program details including but not limited to:
            1. Timeframe for registration.
            2. Implications of not completing the required repairs:
                a. Filing of a Notice of Non-Complying Structure (while repairs are being conducted).
                b. Filing of Notice of Non-Compliance upon expiration of the permit to correct.
                    i. Note: The applicant may still resolve the issue without additional fines or fees at any time in the future, so long as no additional violations have been created since those documented in the registration into the program.

Step 1 – Amnesty Program Public Engagement "Pathway to Compliance Mariposa 2024"

1. Description of existing case and potential required corrective measures. Include a revised policy for improvements built without permits (BWOP).
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    2. Disability Resources Agency for Independent Living (DRAIL).
        a. A building permit fee waiver for seniors and veterans with disabilities utilizing Health and Safety Code 17951.5 should be considered. This code allows a county to waive or reduce all building permit fees for improvements to the home of a qualifying person that are made to accommodate that disability. This requires a local ordinance, a code change to Title 15, and funding from the general fund to cover expenditures. Note: This process will require amendments to MCC.

Step 1 – Amnesty Program Public Engagement "Pathway to Compliance Mariposa 2024"

c. Newspaper, radio, social media, county website.
d. Postcards and postings. Posting in public locations throughout the county.
e. Participation by community partners, HHSA, public service clubs, etc.

    i. Revisions to current policy, creation of new policy pertaining to pre-constructed/prefabricated/pre-engineered storage structures and outbuildings (i.e. Tuff Sheds, Old Hickory Buildings, prefabricated/engineered ready to assemble, etc.). Note: This would apply to structures greater than 120 square feet without water or power supplied to the unit. Creating a streamlined process for these preconstructed/prefabricated/pre-engineered storage/outbuilding structures.

    ii. Reduced permit fees from current cost & standardized instruction sheets based on structure type.

    iii. A standardized fee schedule used to encourage the acquisition of permits.

Step 2 Revisions to Code Policy & Procedures

1. Create and implement a policy manual that defines staff expectations, turnaround times, forms, and case evaluation.

    a. Repeal and replace Ordinance 967 (Mariposa County Code Title 17.144) and Resolution 2014-611 creating a new ordinance for standard handling of code compliance procedures to be added to Mariposa County Code Title 1 Administration).

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Step 2 Revisions to Code Policy & Procedures

iii. Correspondence with property owners or responsible parties, including but not limited to the reidentification of forms used to initiate an investigation, inspection requests, confirmation of violations, case closures, and notifications of recordings against real property.

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i. Including but not limited to Environmental Health, County Fire, Planning, Building, Public Works, Sheriff, CalFire, and Others as needed.

Step 3 – MCC 15.10.260

1. Create a policy as required by Mariposa County Code 15.10.260, adoption by resolution, to utilize the referenced current section for what has been referred to as “Bad Actors”.

a. Clearly state what type of cases are applicable to this code section, including but not limited to immediate life, health, safety, public nuisance, and/or unfair business practices (such as vacation rentals operating without a valid certificate).

b. The resolution shall clearly state what conditions will trigger the use of this section of code.

c. The appeal process and reduction of appeal fees for building violations are different and should not be confused with appeal fees that may be applicable for an appeal of a conditional use permit.

Step 4 Changes and Revisions to Existing Mariposa County Code, Other Structure

1. Adoption/implementation of California Abandoned Vehicle Abatement (AVA) Program.
2. Staff's recommendation is to transfer the lead responsibility for Code Compliance from the Planning Department to the Building Department.
   *Most compliance cases are related to building violations.
   a. Current allocations for Code Compliance Technician and Planner II - Code Compliance may be modified to other appropriate positions and would be allocated to the code compliance program under the Building Department as lead.

Step 4 Changes and Revisions to Existing Mariposa County Code, Other Structure

b. Building is an enterprise fund. The allocation of Code Compliance to Building may require a combination of general fund contributions and cost recovery program based on time and materials to cover costs. These options will take further evaluation.

3. Changes to Mariposa County Code Titles:
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      i. Reduction/elimination of permit issuance fee for “over the counter” permits (HVAC, re-roof, etc.)
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Questions